



MINNESOTA
DEPARTMENT OF TRANSPORTATION
DISTRICT 1

REQUEST FOR PROPOSALS

TRUNK HIGHWAY 53

Highway 53 Relocation

Construction Manager General Contractor (CMGC)

PROJECT

S.P. 6918-80 (TH 53)

November 24, 2014

Addendum No. ~~43~~, December ~~120~~, 2014

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- Form 1 Information about Proposer Organization
- Form 2 Responsible Proposer and Major Participant Questionnaire
- Form 3 Conflict of Interest Disclosure Statement
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- Form 5 Affidavit of Non-Collusion

1 INTRODUCTION

1.1 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Minnesota Department of Transportation (MnDOT) to all contractors and teams of contractors (“Proposer”) interested in a Construction Manager General Contractor (CMGC) professional/technical services contract for the Trunk Highway 53 (TH 53), Highway 53 Relocation Project (the “Project”) located in St. Louis County, Minnesota. MnDOT hereby invites such Proposers to submit competitive proposals (“Proposals”) for CMGC services for the Project as more specifically described in this RFP.

The Project will be funded with State, Federal and Local dollars thereby requiring that the Proposers adhere to all pertinent Federal, State and Local laws, regulations and/or requirements.

This RFP uses the term “CMGC Contractor” when indicating the construction firm that will provide pre-construction services as Construction Manager. The CMGC Contractor may be awarded a construction contract to become the General Contractor. For more information on CMGC contracting and the scope of work required for this project, refer to Exhibit 1 and Exhibit 2 of this RFP.

1.2 PROJECT TEAM & RESPONSIBILITIES

The Project Team, as referenced herein, is composed of MnDOT, MnDOT’s Design Consultant (Design Consultant), and the CMGC Contractor. MnDOT has or will retain an independent cost estimator (ICE) through a separate procurement process, with whom the CMGC Contractor will coordinate throughout the design phase of the Project.

1.2.1 MnDOT

The project will be administered and managed by MnDOT. All other consultants and contractors working on the project report directly to MnDOT. The MnDOT Project Director will be the point of contact and the primary MnDOT position.

1.2.2 MnDOT Design Consultant

MnDOT is in the process of retaining a consulting firm to provide design services. It is anticipated that MnDOT will complete the procurement process for the Design Consultant by February 2015. The Design Consultant’s contract is with MnDOT. As part of the CMGC process, the CMGC Contractor is expected to work with MnDOT and MnDOT’s Design Consultant in collaboration to optimize the design and explore design options.

1.2.3 MnDOT GEC

MnDOT has retained the consulting firm of Parsons Brinckerhoff to provide guidance in preparing and evaluating this RFP and advice on related CMGC procurement and technical matters.

1.2.4 ICE

MnDOT will retain an Independent Cost Estimator (ICE) that will provide a comparative price estimate both during and at the end of design. The ICE will use existing market conditions for the construction estimate. The price bid by the CMGC Contractor at the end of design will go through a bid opening process where the engineers estimate and the ICE will be used to evaluate the CMGC Contractor's bid and make an award decision. The more complete description of the process that MnDOT will use to evaluate the CMGC Contractor's bid is available from MnDOT's website listed below.

<http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

1.2.5 Co-Location

During design, key individuals of the Project Team will be co-located at a facility in the Twin Cities metro area. The CMGC Contractor, at a minimum, will be required to have their Project Manager co-located with the Project Team. Payment for the Project Manager during the preconstruction services phase of the project shall be made in accordance with the terms of the professional/technical services contract.

1.3 PROJECT DESCRIPTION

The project scope involves abandonment of the existing TH 53 in the area of the United Taconite mine and relocation of a segment of TH 53, approximately two-miles in length, between Cuyana Drive and Second Avenue in Virginia, MN. It is anticipated that the new alignment will consist of a bridge section carrying four lanes of traffic, plus shoulders and a pedestrian trail, and an interchange at the intersection of TH 53 and State Highway 135. The final alignment has not been determined. Alternatives are being evaluated by MnDOT and the FHWA as part of the Environmental Impact Statement (EIS) effort currently underway on the project.

TH 53 between Duluth and International Falls is a major transportation corridor serving northeastern Minnesota. Since 1960, portions of TH 53 in St. Louis County were located on land owned by mining companies. The highway is located on these lands through easement rights. The current mine owner and landowner, United Taconite and RGGGS Land and Minerals, have provided notice to MnDOT to relocate the road per the original agreement.

In accordance with the 1960 agreement provisions, United Taconite (UTAC) and RGGGS Land and Minerals have given MnDOT notice that they will be terminating the easement rights for the portion of TH 53 that is located between approximately Cuyana Drive and 2nd Avenue in Virginia. The 1960 agreement required the highway to be moved within three years of receiving the termination notice but United Taconite and RGGGS Land and Minerals have, by agreement, allowed seven years for the move to occur. MnDOT is required to relocate the highway outside of the planned mining area and remove all roadway facilities, bridges, and utilities by May 2017. MnDOT is currently in negotiations for a time extension. **For the purposes of this RFP, the completion date to relocate the highway outside the planned mining area and remove all roadway facilities, bridges and utilities shall be November 15, 2017.**

MnDOT currently is preparing a Draft Environmental Impact Statement (DEIS) as part of a formal NEPA process. The DEIS is currently scheduled for public release in December 2014. The DEIS will analyze alternatives resulting from the NEPA scoping process. In addition, it is anticipated that the DEIS will

identify a preferred alternative. **Of the alternatives that are under consideration, as noted below, the recommended alternative that is anticipated to be identified as the preferred alternative in the DEIS is E-2. FOR THE PURPOSES OF THIS RFP, PROPOSERS SHALL USE E-2 AS THE SELECTED ALTERNATIVE.** Alternative E-2 may, or may not, be the final alternative eventually chosen through the environmental process. The final alternative ultimately selected could be any of the alternatives below, new alternatives, or hybrids of alternatives. The CMGC contractor will be required to comply with the alternative and conditions chosen at the conclusion of the environmental process.

- **Alternative E-1A:** This alternative is the closest of the East Corridor alternatives to the existing TH 53 alignment. The corridor makes its northern connection in the vicinity of the 2nd Avenue interchange and maintains a direct connection to the southern reach of TH 53 over the Rouchleau Pit. This alternative involves a crossing of the pit along an existing submerged haul road embankment and assumes a crossing of the Rouchleau Pit utilizing a structure (bridge) over the pit, which is approximately 250 feet deep at the crossing location and would span approximately 3,000 feet. The bridge option is primarily to minimize the potential fill quantity and stability concerns. This option must consider design criteria to withstand blasting operations in the adjacent mine. Feasibility assessment studies have indicated that a bridge crossing of the pit represents potential constructability issues and cost impacts.

In order to reduce the potential conflict with remaining ferrous resource reserves, a constrained highway cross section was assumed for TH 53 through the Rouchleau pit for approximately one-half mile (2,900 feet). The constrained cross section assumed median and outside barriers.

This alternative includes a compressed diamond interchange at TH 53 and TH 135.

- **Alternative E-2 (E-2 North Alignment and E-2 Middle Alignment):** These alignments cross the water-filled Rouchleau Pit at one of its narrow openings, while at the same time re-joining TH 53 at 2nd Avenue by the shortest route in order to minimize community impacts. A constrained highway cross section between the new Landfill Road access and 2nd Avenue, approximately one mile (5,500 feet) long, was assumed in order to reduce the potential impacts to mineral resources along each side of the Alternative E-2 route and across the Rouchleau Pit. The constrained cross section assumed median and outside barriers and steep side slopes. East of the Rouchleau Pit a continuation of the existing cross section from the south is planned. The crossing of the Rouchleau Pit is proposed to utilize a structure (bridge) over the pit, which is approximately 250 feet deep at the crossing location and would span between 930 feet (alternative E2 North Alignment) to 1150 feet (E2 Middle Alignment.) The bridge option is primarily to minimize the potential fill quantity and stability concerns. This option must consider design criteria to withstand blasting operations in the adjacent mine. Feasibility assessment studies have indicated that a bridge crossing of the pit represents potential constructability issues and cost impacts. This alternative includes a compressed diamond interchange at TH 53 and TH 135.
- **Alternative M-1:** Alternative M-1 is routed through the active UTAC mine. From south to north, Alternative M-1 would depart from existing US 53 approximately at Cuyuna Drive in the Midway area of Virginia. Approximately one mile of new four-lane roadway would be constructed to mostly follow

the grade created by the partially-backfilled Auburn Pit through the UTAC mine. The new alignment would connect back to existing US 53 approximately 1,000 feet east of the existing 12th Avenue traffic signal. Existing highway connections at MN 135 and 2nd Avenue would be reconstructed to maintain community access, reusing portions of the US 53 roadway to the extent possible. Alternative M-1 would cross a mine area that will remain active for many years. In order to reduce the potential conflict with remaining ferrous resource reserves, a constrained highway cross section was assumed for US 53 through the mine for approximately one mile (4,950 feet). The constrained cross section assumed median and outside barriers and steep side slopes. The depth of the active mine south of this alignment currently ranges from 100 to 200 feet deep. Future mining along the west side of the mine may extend down 500 feet or more. The proposed right-of-way through the mine would encompass the full road footprint. Standard blasting best practices by the mine include a 300 foot setback from the edge of right-of-way. Earthwork and/or structures (bridges) would be incorporated into the alignment design to allow for mine operations on both sides of the new alignment. It has been determined that an engineered fill could be used across most of the mine with bridges constructed in two locations to accommodate mining access needs. The engineered fill could be constructed with 1:2 slopes, minimizing the footprint of the fill section in the mine. To address potential mine business risks (air quality compliance issues), a covering over a portion of the Auburn Pit crossing (an elevated tunnel concept) was evaluated as a potential mitigation strategy. This tunnel could be constructed with concrete barrier walls on each side supporting a three-sided concrete box structure to enclose the road and air handling equipment.

- **Existing US 53 Alternative (Easement Agreement Area Remains Open):** The existing US 53 alternative, though not in compliance with the terms of the existing agreement, would keep US 53 in place and open to traffic by addressing the economic, legal, and engineering issues associated with resolving the terms of the existing easement agreement. The State of Minnesota would not vacate US 53 but would keep the highway open. Under this alternative, no roadway modifications would be made. Keeping the highway open in its current location would require condemnation by the State of Minnesota to oppose termination of the existing easement agreement knowing that the owner and lessee are not willing sellers. Even with the use of eminent domain, this alternative may require a large payment from the State to the owners and operators of the minerals and mining lease rights (RGGs and UTAC).
- **No-Build Alternative (Easement Agreement Area Closed):** The No Build Alternative would respond to the easement terms by closing the segment of US 53 within the existing easement agreement area, resulting in traffic being rerouted to existing highways. Signage would be used to officially mark the rerouting of US 53, which would follow existing MN 37, Co. 7, and US 169. Under the No Build Alternative, no construction would occur. The following existing roadways would be designated as the official reroute of US 53 in their current condition:
 - The south interchange of MN 37 and existing US 53 would remain in place, marking the location where northbound traffic would depart from existing US 53 to the newly signed route (existing MN 37)
 - The four-mile segment of existing MN 37 to be used as US 53 is a two-lane highway with left and right turn lanes located at the intersection with Co. 7. Existing at-grade railroad crossings in this corridor would remain at-grade.
 - Northbound US 53 traffic would make a right turn from MN 37 to Co. 7, a two-lane

- highway, traveling 8.75 miles before making a right turn at the signalized intersection with US 169. Existing at-grade railroad crossings in this corridor would remain at-grade.
- Less than a half-mile segment (0.4 miles) of four-lane US 169 would be used to the east to make the connection back to existing US 53 at the US 169 interchange
- MN 135 is currently routed from Gilbert through the existing easement agreement area and into Virginia. The designation for MN 135 would be rerouted to the south using the existing US 53 alignment (starting at the existing US 53 northbound ramp to MN 135) to the south MN 37 interchange where it would follow the new US 53 route west along MN 37.

Supplemental Project Information and other background materials for this project, including maps and detailed descriptions of the alternatives, are available at the following project website:

<http://www.dot.state.mn.us/d1/projects/hwy53relocation/index.html>.

And on the following Supplemental Project Information website:

<ftp://ftp2.dot.state.mn.us/pub/outbound/Duluth/Hwy%2053%20Relocation%20RID/>

Proposers are advised that Supplemental Project Information Documents are updated regularly, and Proposers are responsible for checking the websites for new or updated materials:

Additional information regarding MnDOT's CMGC processes can be found on the following website:

MnDOT CMGC Website: <http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

1.4 STATUS OF NEPA (ENVIRONMENTAL) DOCUMENT

MnDOT is currently in the process of completing the EIS as part of the NEPA process for this project. Currently, the project is in the Draft Environmental Impact Study (DEIS) stage. The DEIS is anticipated for public release in December 2014. Following the comment period, the NEPA process will be concluded with a Final EIS (FEIS) and a Record of Decision (ROD). The ROD is currently anticipated to be issued in Fall 2015.

MnDOT makes no commitment as to any alternative under evaluation in the NEPA process, including the no-build alternative. MnDOT is required to evaluate a range of alternatives that meet the project's purpose and need and to consider the comparative merits of all alternatives under consideration in the EIS (including the no-build alternatives) as the alternatives are being evaluated and fairly considered. Although part of the CMGC Contractor's scope of work will include providing technical assistance during the NEPA process, the CMGC Contractor will not have any role in the preparation of the NEPA document nor will the CMGC Contractor have any decision making responsibility with respect to the NEPA process.

The CMGC Contractor will, at the discretion of MnDOT, assist with design review and activities to be undertaken for the purposes of defining the project alternatives and completing the NEPA alternatives analysis and review process (including new or hybrid alternatives that may be developed through the NEPA process); complying with other environmental laws and regulations; supporting agency coordination, public involvement, permit applications, or development of mitigation plans; or developing the design of the preferred alternative to a higher level of detail when the lead agencies agree that it is warranted. The CMGC Contractor may be requested to provide information about the project and possible

mitigation actions, and its work product may be considered in the NEPA analysis and included in the ROD.

Because NEPA requires that MnDOT consider the no-build alternative, MnDOT reserves the right to terminate the Professional/Technical (P/T) service contract in the event a different alternative than presented herein or the no-build alternative, is selected. No physical construction will be allowed prior to the issuance of the ROD.

1.5 PROCUREMENT METHOD

MnDOT is seeking contracting firms that are committed to quality, have proven experience with major bridge and roadway construction and are willing to partner with MnDOT and other stakeholders for the mutual success of the project.

The CMGC Contractor selection process will consist of a one-step best-value selection (BV) process with a Request for Proposals (RFP). Proposers will also be required to attend a mandatory technical interview.

Pursuant to Minnesota Statute 161.3209, MnDOT will award a Professional / Technical (P/T) Services Contract (if at all) for pre-construction services to the responsive and responsible Proposer offering a Proposal that has the highest score, meets the standards established by MnDOT, and successfully negotiates an acceptable preconstruction services scope of work and fee. MnDOT reserves the right to reject any or all Proposals. MnDOT also reserves the right to enter into negotiations with the second ranked proposer if negotiations fail with the highest ranked proposer.

During the preconstruction stage of the project, MnDOT progresses design by preparing final plans and specifications for the entire project. However, MnDOT and the CMGC contractor may elect to progress design in phases by preparing plans and specifications for separate and severable work packages in order to accelerate schedule or reduce costs. Once the plans and specifications for the entire project, or a work package, are complete, the CMGC Contractor is given an opportunity to provide a bid to construct the Project. Upon review and approval of the CMGC Contractor's bid, MnDOT then awards a construction contract to the CMGC Contractor, who becomes the General Contractor for the construction of the Project. The CMGC Contractor will also be required to provide payment and performance bonds covering the Project. If MnDOT and the CMGC Contractor fail to reach agreement on the cost for construction, MnDOT may terminate the CMGC professional/technical services contract without penalty or payment (except payment for previously performed pre-construction services) and procure the construction of the Project by some other method. If there are severable work packages on a project, the CMGC contractor will be allowed to continue to perform construction services for previously executed work packages, but MnDOT will procure future work packages by another procurement method.

1.6 PROJECT GOALS

The following goals have been established for the Project:

- Relocate TH 53 in the area of the United Taconite Mine by November 15, 2017. This includes the construction of a new four-lane TH 53 facility that is complete and open to traffic and the removal of the existing TH 53 (including the removal of roadway facilities, bridges, and utilities) to allow for mining by November 15, 2017.
- Design and construct a quality, cost effective project while minimizing future maintenance costs.
- Avoid and Minimize impacts to the environment.
- Minimize or eliminate future risk to MnDOT related to mining operations.
- Minimize impacts to all stakeholders.

In addition to the goals listed above the following are always important project goals to MnDOT: safety of workers and public, quality, budget, environmental stewardship and public engagement.

1.7 CHANGE IN PROPOSER’S ORGANIZATION

It is expected that Key Personnel presented in the Proposal will be available for the duration of the Project. After submittal of their Proposal, if a Proposer wishes to change its organization from that described in its Proposal, Proposer shall obtain written approval of the change from the Commissioner or designee. This includes any changes in the form of organization of any CMGC firm or individual identified in the Proposal (including additions, deletions, and reorganization). Modifications to the Proposer’s Team or Key Personnel listed in the Proposal will not be approved without justification. Examples of possible justification include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause. To qualify for the Commissioner’s approval, the written request shall document that the proposed removed, replaced, or added CMGC firm or individual will be equal to or better than the CMGC firm or individual identified in the Proposal. The Commissioner will use the criteria specified in the RFP to evaluate all requests. Any such request shall be addressed to the Project Director at the address set forth in Section 3.3. The Commissioner is under no obligation to approve such requests and may approve or disapprove a portion of the request or the entire request at his or her sole discretion.

1.8 ESTIMATED COST; MAXIMUM TIME ALLOWED

The estimated construction cost of the build alternatives for the Project is between \$130-\$260 million depending on the final alignment that is selected by MnDOT. It should be noted that the cost of right-of-way is not included in the estimated cost of the build alternatives noted in this section and acquiring the right-of-way will be the responsibility of MnDOT. The CMGC Contractor is expected to have the new, relocated highway open to traffic, and the old highway removed (including removal of all roadway facilities, bridges, and utilities) by no later than November 15, 2017.

1.9 DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of MnDOT that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, and other small businesses shall have the maximum feasible opportunity to participate in contracts financed in whole or in part with public funds. Consistent with this policy, MnDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any U.S. Department of Transportation (DOT)-assisted contract because of sex, race, religion, or national origin. MnDOT has established a DBE program in accordance with regulations of the DOT, 49 CFR Part 26. In this regard, the CMGC Contractor will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform the contract.

MnDOT may determine a DBE goal for each federally funded construction contract issued for this project. The DBE goal, which will be identified prior to completing design, will apply to the construction of the project. There will not be a DBE goal for the preconstruction Professional/Technical services contract. If there are multiple work packages, a separate DBE goal will be identified for each federally funded work package.

MnDOT's updated directory of DBE contractors can be viewed at the following website:

<http://www.dot.state.mn.us.civilrights/>

1.10 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.08 Unfair Discriminatory Practices relating to Employment or Unfair Employment Practice, MnDOT will affirmatively assure that on any project constructed pursuant to the RFP, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

Affirmative Action Certification

For all Contracts estimated to be in excess of \$100,000, responders are required to complete the attached "Affirmative Action Certification" page and submit it as part of their proposal. As required by Minnesota Rules Part 5000.3600; Minnesota Statutes §363A.36, Minnesota Rules 5000.3400 will be incorporated in to any Contracts resulting from this RFP. Copies of Minnesota Statutes Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400-5000.3600 are available on request from MnDOT.

In accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.36 Certificates of Compliance for Public Contracts, and 363A.37 Rules for Certificates of Compliance, MnDOT will assure that appropriate parties to any contract entered into pursuant to this advertisement possess valid Certificates of Compliance. Any Proposer that is not a current holder of a compliance certificate issued by the Minnesota Department of Human Rights shall contact the Department of Human Rights immediately for assistance in obtaining a certificate.

1.11 TARGETED GROUP BUSINESS (TGB) AND VETERAN-OWNED SMALL BUSINESS

Any non-federally funded construction contracts may include goals for TGB and Veteran-Owned Small Business participation.

1.12 E-VERIFY CERTIFICATION

(In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1.13 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code (U.S.C.), prohibits federal funds from being expended by the recipient or any lower tier sub recipient of a federal aid contract to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. Section 1352 also requires Proposers to disclose any funds expended for lobbying in connection with a federal aid contract, as well as requiring disclosure by lower-tier contractors of funds expended for lobbying in connection with subcontracts exceeding \$100,000.

1.14 U.S. DEPARTMENT OF TRANSPORTATION “HOTLINE”

The U.S. Department of Transportation (USDOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday, between 8:00 a.m. and 5:00 p.m., Eastern Time, telephone (800) 424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report these activities. The hotline is part of the USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and it is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

1.15 NOTICES

Proposer shall take note of the information provided and Notice to Proposers included as Attachments 1, 2 and 3 hereto.

1.16 DEBARMENT AND CERTIFICATION

1.16.1 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.

Contractor certifies that neither it nor its principles is presently debarred or suspended by the state, or any of its departments, commissions, agencies or political subdivisions. Contractor’s certification is a material representation upon which the contract award was based. Contractor will provide immediate written notice to State’s Authorized Representative if at any time it learns this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

1.16.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations (“CFR”) Part 29. As such, the successful responder is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The successful responder will be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its response, responders certifies as follows:

The certification in this clause is a material representation of fact relied upon by the MnDOT. If it is later determined that the responder knowingly rendered an erroneous certification, in addition to remedies available to the MnDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The responder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The responder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Federal Debarment List can be found at the following website: <http://sam.gov>.

1.17 EQUAL PAY

In accordance with Laws of Minnesota 2014, Chapter 239, Bidders are hereby advised that the Department cannot execute a contract in excess of \$500,000 with a business that has 40 or more employees in this state or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that is exempt. The Department will supply the required form to the Bidder. More information on the Equal Pay Certificate Requirement and the form can be found at this website: http://mn.gov/mdhr/compliance/equal_pay.html

1.18 INFORMATIONAL MEETING

MnDOT will conduct an informational meeting for all potential submitters at the following time and location:

Date: December 2, 2014
Time: 1:00 to 3:00 PM
Location: MnDOT District 1 Duluth
1123 Mesaba Avenue
Duluth, MN 55811
Lake Superior Rooms A and B

In order to accommodate all interested firms, Proposers are asked to limit their attendance at this meeting to no more than two people from their firm.

2 PROCUREMENT AND PROJECT SCHEDULE

The deadlines and due dates for procurement shown in Table 2.1 apply to this RFP. MnDOT reserves the right to modify the CMGC Contractor selection date at any time if MnDOT needs additional time to review Proposals. MnDOT may at its discretion amend the procurement schedule by issuing an addendum to the RFP.

The anticipated project design and construction schedule is shown in Table 2.2. MnDOT may at its discretion amend the project schedule shown in Table 2.2 based on the actual design and construction schedule that is developed, with the CMGC Contractor, during the preconstruction phase of the project. A more detailed schedule in P6 of the anticipated design schedule, including key milestones for right-of-way acquisition and permitting is available on the project supplemental information website.

Table 2.1 - Procurement Schedule	
MILESTONE	DATE
Issue CMGC RFP	November 24, 2014
Project Informational Meeting	December 2, 2014
Deadline for Proposers to Submit Requests for Clarification on the RFP	December 12, 2014
Responses to Requests for Clarification on RFP Issued	December 15, 2014
Deadline for Proposers to Submit Proposal	December 19, 2014
Interviews	January 8, 2015
CMGC Contractor Selected	January 13, 2015
Notice to Proceed – P/T Services Contract	February 2015

Table 2.2 - Preliminary Project Schedule	
MILESTONE	DATE
Identify Recommended Alternative	November 2014
Design contract executed	February 2015
Record of Decision	Fall 2015
Start Construction	Late Fall 2015
Relocation of TH 53 complete and open to traffic, including removal of all roadway facilities, bridges, and utilities for the existing TH 53 alignment	November 15, 2017

3 PROCUREMENT PROCESS

3.1 CONFIDENTIALITY DURING EVALUATION AND SELECTION PROCESS

Subject to the [Minnesota Government Data Practices Act](#), MnDOT has taken measures to protect the confidentiality of all submitted Proposals during the entire evaluation and selection process. Every person involved in the process shall sign a confidentiality and nondisclosure agreement. However, under no circumstances will MnDOT be responsible or liable to a Proposer or any other party as a result of disclosing any materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of MnDOT or its respective officers, employees, contractors, or consultants.

3.2 EXAMINATION OF RFP AND REQUESTS FOR CLARIFICATION

Proposer shall be solely responsible for 1) reviewing and examining, with appropriate care, all RFP documents, including any supplements, addenda, and clarification notices issued, 2) requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission in the RFP documents, or of any provision Proposer fails to understand and 3) informing itself with respect to any and all conditions that may in any way affect the cost or nature of the Proposal or the performance of the Work after Contract award. Failure of Proposer to inform itself as described herein shall be at its sole risk, and no relief for error or omission will be provided by MnDOT.

3.3 MNDOT’S PROJECT DIRECTOR

MnDOT’s Project Director for the Project is:

Mail Delivery: Pat Huston, P.E.
Project Director
Minnesota Department of Transportation
District 1
1123 Mesaba Ave
Duluth, MN 55811

E-mail: Patrick.Huston@state.mn.us

3.4 COMMUNICATIONS

MnDOT’s Project Director is the sole MnDOT contact person and addressee for receiving clarification requests and all other communications about the Project, the RFP, and Proposal submittal. Except for communications expressly permitted by this RFP or delegated by the Project Director, Proposer shall not discuss the RFP with other MnDOT staff members, or MnDOT consultants involved with the Project before Contract award or cancellation of the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of MnDOT.

The Proposer shall notify the Project Director of a sole primary contact to send and receive information from MnDOT. This information includes, but is not limited to Requests for Clarification and receipt of Addendums.

CMGC programmatic questions and questions related to any Protest (See Section 3.9) must be e-mailed or sent by letter (written inquiries only) to MnDOT’s CMGC Program Manager:

Mail Delivery: Kevin Hagness
CMGC Program Manager
Minnesota Department of Transportation
395 John Ireland Blvd
MS 650
St Paul, MN 55155

E-mail: Kevin.Hagness@state.mn.us

3.5 SUBMISSION FOR REQUEST FOR CLARIFICATIONS

All inquiries and comments regarding the Project shall be made to MnDOT’s Project Director as specified in Section 3.3 by 12:00 p.m., Central Time, on the Clarification Submittal Deadline (identified in Section 2). Only written inquiries (e-mail or by letter) will be accepted. No oral requests for clarification or interpretation, whether in person or by telephone, will be accepted. Proposers shall submit all inquiries and comments using the Request for Clarification form available on the CMGC website. If Proposer has meetings or discussions with agencies or entities other than MnDOT during the procurement phase, Proposer shall be responsible for verifying with MnDOT’s Project Director any Project-related information it so receives.

3.6 RFP ADDENDA AND CLARIFICATION NOTICES

If MnDOT determines at its sole discretion that interpretation or clarification of the RFP or any other consideration requires a revision of the RFP, MnDOT will prepare and issue a written addendum.

MnDOT may issue clarification notices listing questions received from Proposers and the responses given by MnDOT. All questions and answers will be posted on MnDOT’s Consultant Services Web Page under the “P/T Notices” section. **Please note that questions will be posted verbatim as submitted.** Questions regarding this formal solicitation must be received by MnDOT no later than 2:00 p.m. Central Daylight Time by the date provided in the procurement schedule (Table 2.1) of Section 2 of this RFP. MnDOT anticipates responding to such questions no later than 2:00 p.m. Central Standard Time on the date provided in the Table 2.11.

Any changes that need to be made to this RFP will be posted on MnDOT’s Consultant Services Web Page under the “P/T Notices” section. All prospective Proposers will be responsible for checking the web page for any addendums to this formal Solicitation and any questions that have been answered.

MnDOT will not be bound by, and Proposers shall not rely on, any oral communication regarding the Project or RFP documents; and Proposer shall not rely on any MnDOT or other communication except the RFP documents and addenda notices.

3.7 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn and resubmitted any time prior to the deadline for submitting the Proposal. No Proposal may be changed, amended, or modified after the deadline for submitting the Proposal. No

Proposal may be withdrawn after the deadline for submitting the Proposal without a written request by the Proposer stating the reasons for withdrawing the Proposal and acceptance of the request by MnDOT. All decisions are at the sole discretion of MnDOT.

3.8 MNDOT’S RIGHTS

Proposer is solely responsible for ensuring that its Proposal is clear, correct, and internally consistent. MnDOT reserves the right, at its sole discretion (but is not obligated), to:

- a) Investigate the qualifications of any Proposer
- b) Seek or obtain data from any source related to the Proposals
- c) Require confirmation of information furnished by a Proposer
- d) Require additional information from a Proposer concerning its Proposal
- e) Seek and receive clarifications to a Proposal
- f) Require additional evidence of qualifications to perform the Work
- g) Modify the RFP process by issuing an addendum to the RFP
- h) Waive minor deficiencies and irregularities in a Proposal
- i) Reject any or all of the Proposals
- j) Cancel, modify, or withdraw the RFP
- k) Issue a new RFP
- l) Cancel a Contract signed by the selected CMGC Contractor but not yet executed by MnDOT
- m) Enter into negotiations with the second ranked proposer if negotiations fail with the highest ranked proposer.

The RFP does not commit MnDOT to enter into a Contract or proceed with the procurement described herein. By submitting a Proposal, the Proposer understands and acknowledges the following:

3.8.1 Assumed Requirements

The Proposal presented is based on assumed requirements of the proposed Project; and, that MnDOT has made no written or oral representations that any such assumed requirements are accurate should a conflict arise from the presented Proposal. Proposer is required to qualify all assumptions it makes.

3.8.2 Cost of Submission

All costs incurred by the Proposer as a result of the Proposer’s efforts to participate in this selection process shall be at the sole risk and obligation of the Proposer.

3.8.3 Reimbursement

MnDOT will not provide compensation to the Proposer for any expenses incurred for the Proposal preparation.

3.8.4 Right to Use Ideas and Information from Proposals

All ideas included in the Proposer’s Proposal will become the property of MnDOT. MnDOT reserves the right to use any ideas or information contained in a successful or unsuccessful Proposal on this project or with any subsequent project, without any obligation to compensate the Proposer.

3.8.5 Execution of Professional//Technical (P/T) Services Contract

MnDOT makes no guarantee that MnDOT will enter into a P/T Services contract as a result of this RFP, and reserves the right to accept or reject any or all Proposal’s, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the Project’s best interest. Representations made within the Proposal will be binding on responding firms.

3.9 PROTEST PROCEDURES

This section sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer are also consideration to each other Proposer for making the same waiver and agreement.

If a Proposer disregards, disputes or does not follow the exclusive protest remedies set forth in this RFP, it shall indemnify, defend, protect and hold harmless MnDOT, its officers, officials, employees, agents, representatives and consultants from and against all liabilities, expenses, costs (including attorneys’ fees and costs), fees and damages incurred or suffered as a result. The submission of a Proposal by a Proposer shall be deemed the Proposer’s irrevocable and unconditional agreement with such indemnification obligation.

3.9.1 Protests Regarding Facially Apparent Deficiencies in RFP and Selection Procedures

The Proposer may protest the terms of this RFP or selection procedures prior to the time for submission of Proposals on the grounds that (a) a material provision in this RFP or selection process is ambiguous, (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement, or (c) this RFP in whole or in part exceeds the authority of MnDOT. Protests regarding this RFP and selection procedures shall be filed only after the Proposer has informally discussed the nature and basis of the protest with MnDOT’s CMGC Program Manager in an effort to remove the grounds for protest.

Protests regarding this RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests regarding this RFP shall be filed as soon as the basis for protest is known to the Proposer, but in any event it must be actually received no later than ten calendar days before the Proposal due date, provided that protests regarding an addendum to this RFP shall be filed and actually received no later than five calendar days after the addendum to this RFP is issued (or no later than the Proposal due date, if earlier).

Protests regarding this RFP shall be filed in writing by hand delivery or courier to the Protest Official with a copy to MnDOT’s CMGC Program Manager. The “Protest Official” is:

Kent Allin, Materials Management Division
Department of Administration
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

MnDOT will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, in its sole discretion, discuss the protest with the protesting Proposer. If other Proposers are requested to submit statements or arguments, they may file a statement in support of or in opposition to the protest within seven calendar days of the request. MnDOT may also file a written statement with the Protest Official.

No hearing will be held on the protest. The Protest Official or designee will review the facts and arguments presented in the written submissions and will decide the protest on the basis of the written submissions and any clarifications or additional information from MnDOT, the Proposers, or other resources as may be required. The Protest Official will consider whether MnDOT’s position (a) is reasonable, (b) is in compliance with the Minnesota CMGC statute, Minn. Stat. §161.3207 et. seq. and (c) meets applicable legal standards. The protest Official will recommend to the MnDOT Commissioner whether any changes or addenda to the RFP and procurement process are warranted. The Protest Official’s recommendation will be in writing and will state the reasons for the decision. MnDOT will furnish copies of the decision in writing to each Proposer. The Commissioner will issue MnDOT’s final decision within ten calendar days of receiving the recommendation and include written reasons for the decision (or incorporate those of the Protest Official). The decision shall be final and conclusive. If necessary to address the issues raised in the protest, MnDOT will make appropriate revisions to this RFP by issuing addenda. MnDOT may extend the proposal due date, if necessary, to address any protest issues.

The failure of a Proposer to raise a ground for a protest regarding this RFP within the applicable period shall constitute an unconditional waiver of the right to protest the terms of this RFP and shall preclude consideration of that ground in any protest of qualification of a Proposer unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

3.9.2 Protests Regarding Responsiveness

A Proposer may protest the results of the above-described evaluation by filing a written notice of protest by hand delivery or courier to the Protest Official with a copy to MnDOT’s CMGC Program Manager. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any decision to accept or disqualify a Proposal on responsiveness grounds must be filed within five calendar days after the earliest of notification of non-responsiveness, or the public announcement. Within seven calendar days of the notice of protest, the protesting Proposer must file with the Protest Official, with a copy to MnDOT’s CMGC Program Manager, a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Failure to file a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the evaluation process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

MnDOT may, at its option, file a written response to the Protest with the Protest Official, with a copy to the Proposer and any Proposers who have filed statements with the Protest Officials. MnDOT will respond within 14 calendar days upon its detailed statement of protest.

The Protest Official will consider whether the Committee’s decision (a) is reasonable; (b) is in compliance with the Minnesota CMGC statute, Minn. Stat. §161.3207 et. seq. (c) meets applicable legal standards. The Protest Official will review the facts and arguments presented in the written submissions of the protesting firm, and the written submission of MnDOT, if any. The Protest Official may also seek clarifications and information from MnDOT, Proposers or other resources as may be required. The Protest Official will recommend, within 14 calendar days after MnDOT’s response, that the MnDOT Commissioner, acting through the Committee, either (1) affirm the Committee’s original decision; or, depending on the nature of the protest, (2) reinstate a firm disqualified on responsiveness grounds. If MnDOT does not submit a written response, the Protest Official will make a recommendation within 21 calendar days upon the receipt of the detailed statement of protest. The Protest Official’s recommendation will be in writing and include the reasons for the decision. The Commissioner will issue MnDOT’s final decision within ten calendar days of receiving the recommendation, and include written reasons for the decision (or incorporate those of the Protest Official). The Commissioner will deliver the written decision to the protesting Proposer and copies to the other Proposers.

If the Protest Official or his designee concludes that the Proposer filing the protest has established a basis for protest, the Protest Official or his designee will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new request for Proposal or taking other appropriate actions.

3.9.3 Protests Regarding Determination or Award of P/T Services Contract

A Proposer may protest any determination by MnDOT regarding the award of the P/T Services contract made by MnDOT by filing a written notice of protest by hand delivery or courier to the Protest Official with a copy to MnDOT’s CMGC Program Manager. The protest shall specifically state the grounds of the protest.

Protest shall be filed within five Days after MnDOT’s award of the P/T Services Contract. The Proposer shall file the protest to the Protest Official, with a copy to MnDOT’s CMGC Program Manager. The protest shall include a detailed statement of the grounds, legal authorities, and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be supported by affidavit based on personal knowledge except where stated to be based on information and belief.

Failure to file a protest within the applicable period shall constitute an unconditional waiver of the right to protest the applicable evaluation process and decisions thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

MnDOT may, at its option, file a written response to the protest with the Protest Official. The Protest Official will only consider, based on a preponderance of the evidence, whether MnDOT's determination of award is arbitrary, capricious, or contrary to law. The Protest Official will recommend, within 14 Days after the Protest Official receives the protest or MnDOT's response (if applicable), that the Commissioner either affirm MnDOT's original determination or recommend remedial steps, if appropriate, to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the determination, issuing a new Request for Proposal, or taking other appropriate actions. The Protest Official may also request extensions to the 14 Days. Extension will only be granted if both MnDOT and the protesting Proposer agree to such request. The Protest Official's recommendation will be in writing and will include the reasons for the decision. The Protest Official will furnish copies of the recommendation to the Commissioner of Transportation and the Protestor. The Commissioner will issue MnDOT's final decision within 10 Days of receiving the recommendation, and include written reasons for the decision (or incorporate those of the Protest Official). The Commissioner will deliver the written decision to the protesting Proposer and copies to the other Proposers. The decision shall be final and conclusive and not subject to legal challenge unless arbitrary.

MnDOT will not execute the Contract until at least seven Calendar Days after the award of the Contract. This timeline may be waived if all Proposers agree to such waiver.

3.9.4 Costs and Damages

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. In addition, if the protest is denied, the Proposer filing the protest may be liable for MnDOT's costs reasonably incurred in defending against the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by MnDOT as a consequence of the protest. MnDOT shall not be liable for damages to the Proposer filing the protest or to any participant in the protest, on any basis, express or implied.

4 PROPOSAL DELIVERY, CONTENT AND FORMAT

4.1 GENERAL

The following section describes requirements that all Proposers must satisfy in submitting Proposals. The Proposal shall consist of the qualitative portion of the Proposal and a Price Proposal to be submitted in a separate, sealed envelope as set forth in Section 4.4.5. Failure of any Proposer to submit their Proposal as required in this RFP may result in rejection of its Proposal. **A maximum of 100 points is possible for the Proposal.**

4.2 DUE DATE, TIME, AND LOCATION

Proposals shall be hand delivered between **9:00 a.m. and 11:00 a.m.**, Central Standard Time, on the Proposal Due Date (identified in Section 2) to MnDOT as set forth below:

Kevin Hagness, P.E.
Minnesota Department of Transportation
MS 650
Office of Project Management
395 John Ireland Boulevard
St. Paul, MN 55155

Proposals must be delivered to the Information Desk located on the Ground Floor and given directly to the MnDOT representative listed above. Proposals will be time stamped by MnDOT and a receipt will be provided to each Proposer. Any Proposal that fails to meet the deadline or delivery requirement will be rejected without opening, consideration or evaluation.

4.3 FORMAT

- **“Front Cover:** The front cover of each Proposal shall be clearly labeled as follows:
“Trunk Highway 53, Highway 53 Relocation CMGC Project, S.P. 6918-80 (TH 53)”
“CMGC Technical Proposal”
Proposer’s name, contact person, and address
 - **Language:** All information including dimensions shall be in English.
 - **Font:** All narrative text shall be Times New Roman, a minimum of twelve (12) points in size and single-spaced. The cover font can be larger.
 - **Page Size:** With the exception of charts, exhibits, the project experience table and other illustrative material, all information shall be printed on 8.5-inch x 11-inch paper. Charts, exhibits and other illustrative material may be printed on 11-inch x 17-inch paper, but shall be folded to 8.5- inch x 11-inch and will be counted as one (1) sheet. Text contained on charts, exhibits, design plans, and other illustrative and graphical information shall be no smaller than 10-point Times New Roman.
- Page Margins:** Page margins should be set at 0.75 inches minimum, not including headers or

footers.

- **Page Limit:** Proposal(s) shall not exceed 18 pages in length. Front Cover, Executive Summary (Cover Letter and Table of Contents), section dividers, appendices and required forms are not included in page limits. Resumes for Key Personnel are limited to two-pages per position as outlined in Section 4.
- **Dividers:** Section dividers in bound copies, for the ease of finding information in the Proposal, are welcomed. Section dividers shall only be used to convey the heading of the section and shall not be used to supplement or enhance any information included in the Proposal (photos, but not photo renderings, on the dividers are acceptable).
- **Binding:** Each copy of the Proposal shall be bound separately.
- **Appendices**
 - Appendix A – Organizational Chart
 - Appendix B – Project Experience Table
 - Appendix C – Key Personnel Resumes (maximum of a two-page resume per position)
 - Appendix D – Sample Estimate
 - Appendix E – Preconstruction Price Proposal
 - Appendix F – Legal and Financial

All copies of the Technical Proposal shall be packed together in a separately sealed, clearly identified package or container for delivery to MnDOT as set forth in Section 4.2. The outside of the sealed package or container containing all copies of the Technical Proposal shall be labeled as follows:

“Trunk Highway 53, Highway 53 Relocation CMGC Project, S.P. 6918-80 (TH 53)”

“CMGC Technical Proposal”

The date and time of the submittal deadline

The name of MnDOT’s Project Director as specified in Section 3.3

Proposer’s name, contact person, and address

4.4 PROPOSAL CONTENT

A submission of a Proposal in response to this RFP indicates the Proposer’s acceptance of the evaluation process as detailed in Section 5 and the recognition that subjective judgments must be made by the Selection Committee during the evaluation process and in its final selection.

This section describes the order of and specific information that must be included in the Proposal. Proposals must follow the outline of this section. Proposers shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in this RFP.

Documents submitted pursuant to this RFP will be subject to the Minnesota Government Data Practices Act.

Some of the information requested in this RFP is for informational purposes only, while other information will be used in the qualitative analysis of the Proposal. MnDOT will initially review RFPs to determine whether the Proposal is responsive to this RFP per Section 5.3. This initial review does not include any qualitative assessment as to the substance of the information submitted. Those Proposals that pass this review will then be reviewed on a qualitative basis according to the criteria specified in Section 5.4.

Failure to comply with the requirements contained in the RFP, which at the discretion of the department, may result in rejection of the Proposal. Any Proposal that fails to meet the deadline requirements will be rejected and returned to the Proposer without having been opened, considered or evaluated.

The following sections describe the information that is required and how it will be used.

4.4.1 Executive Summary (Cover Letter & Table of Contents)

The executive summary shall include a Cover Letter stating the business name, address, business type (e.g., corporation, partnership, joint venture) and roles of the Proposer (and Subcontractors-optional). Identify one contact person and his or her address, telephone number, and e-mail address. This person shall be the single point of contact on behalf of the Proposer organization, responsible for correspondence to and from the organization and MnDOT. MnDOT will send all Project-related communications to this contact person. Authorized representatives of the Proposer organization must sign the letter. If the Proposer is a joint venture, the joint venture members must sign the letter. If the Proposer is not yet a legal entity, they must sign the letter. The letter must certify the truth and correctness of the contents of the Proposal. The Cover Letter shall be limited to one page.

The Executive Summary must also include a Table of Contents. The Table of Contents shall be limited to one page.

This information will be used to identify the Proposer and its designated contact, and will be reviewed for responsiveness in accordance with Section 5.3 and not as part of the qualitative assessment of the Proposal.

4.4.2 Organizational Chart

Proposer shall provide a graphical organizational chart as Appendix A to the Proposal. The chart must show the flow of the “chain of command” with lines identifying, by name and working title, participants who are responsible for major functions to be performed and their reporting relationships during the design and construction of the Project. The organizational chart must include the names of the Key Personnel (and company) complete with working titles in both construction and design. The chart must also identify a Project Principal who is an owner or principal authorized by the company or Joint Venture to direct the Proposer’s team or make binding decisions on behalf of the Joint Venture. The graphic organizational chart is limited to one-page and no additional narrative will be considered in the evaluation. The graphical organization chart in Appendix A may be considered in the evaluation of the qualitative criteria identified in Section 4.4.4.

4.4.3 Project Experience Table

The Proposer shall provide a project experience table as Appendix B to the Proposal listing relevant projects (similar in complexity, scope, and/or cost), that are ongoing or completed in the last 7 years and provide, at a minimum. Up to two 11-inch x 17-inch pages may be used for the project experience table. The following information shall be included in the experience table:

- The project/contract name
- Year (award year and completed year)
- Project description and delivery method (Design-Build, Design-Bid-Build, CMGC, CMAR, etc.)
- Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders.
- Describe the Proposer's role on the project (prime contractor, partner in joint venture, or subcontractor). If not the prime contractor, describe the role performed on the project and provide the construction cost for the portion of the work performed.
- Key Personnel assigned to the project (name and title)
- Subcontracts (service) used in the performance of the contract
- Original contract completion date and actual contract completion date. If not the same dates, explain the reason for the difference.
- Provide two reference contacts with telephone numbers, email addresses and their company names. At least one reference should be the project owner.

The project experience table in Appendix B may be considered in the evaluation of the qualitative criteria identified in Section 4.4.4.

4.4.4 Qualitative Evaluation Criteria

Technical Proposals will be evaluated and scored based on the qualitative criteria identified in Sections 4.4.4.1 through 4.4.4.6. The maximum relative points in the scoring are shown in parentheses. MnDOT will evaluate the Technical Proposals based on the information provided by the Proposers. Proposer may choose to provide additional information that further enhances the RFP requirements within these categories and sub-categories.

4.4.4.1 Key Personnel (27 points)

Five Key Personnel will be evaluated for this project. No additional Value Added positions will be considered in the Evaluation process, should a Proposer identify additional team members. For Key Personnel provide:

- The roles, responsibilities and authorities, as defined in this section, during the preconstruction and construction phases of the TH 53 project.

- A commitment of time and availability, and describe where each of the Key Personnel will be headquartered during the preconstruction and construction phases.
- Resumes with two references for each of the Key Personnel in Appendix C to the Proposal. MnDOT may at its discretion contact these references. Resumes shall include:
 - The individual’s education, work history
 - Length of tenure with the Proposer
 - Relevant experience with similar projects
- Describe how the proposed Key Personnel qualifications and experience, as noted in the resumes in Appendix C and experience table in Appendix B, are relevant to the success of the TH 53 project and meeting the stated Project Goals.
- Describe any past experience collaboratively working with owners and/or design firms on highway and/or bridge projects.
- Describe any specific related projects with considerable time constraints and how that experience benefits the TH 53 project.
- Demonstrate experience of the proposed Key Personnel successfully working together as an integrated team.

Key Personnel and their minimum qualifications are defined as follows:

Project Manager – This position is the overall Project Manager for both the CMGC preconstruction and construction services phases of the project. This person will be the main point of communication to the Project Team.

- Demonstrated recent experience managing the construction of projects of similar scope and complexity.
- Demonstrated experience of working collaboratively with project owners and stakeholders.
- Demonstrated experience of identifying and mitigating project risks.
- Have delegated contract authority for changes on the project up to \$100,000.

Construction Manager

- Must have experience as a construction manager, including managing the construction of at least one project of similar scope and complexity (10 years preferred).
- Experienced with design plan constructability reviews.
- Demonstrated experience identifying and mitigating project risks.

Lead Cost Estimator - The Lead Cost Estimator is expected to be an integrated member of the CMGC preconstruction team and attend project meetings where price, risk, schedule and other factors relevant to estimating/bidding are discussed (including design coordination meetings, milestone review meetings, risk workshops, and pricing reconciliation meetings)

- Experience estimating and bidding construction projects of similar scope and complexity (10 years preferred).

Project Specialist(s)

- Up to two other persons that the Proposer considers as key to the success of the Project should be included.

The Project Manager, Construction Manager, and Lead Cost Estimator will be evaluated based on:

- Experience on projects of similar scope and complexity.
- Demonstrated commitment and availability as required for each Key Personnel position.
- Experience with collaborative teaming on past projects.
- Demonstrated experience of Key Personnel working together as a team.
- Roles and responsibilities relative to achieving the Project Goals.

The Project Specialist(s) will be evaluated based on:

- Experience on projects of similar scope and complexity.
- Experience with collaborative teaming on past projects.
- Roles and responsibilities relative to achieving the Project Goals.

4.4.4.2 Proposer’s Technical Capabilities and Experience (20 points)

Prior Experience/Performance/References:

- Describe how the Proposer’s experience, as noted in Appendix B, is relevant to the success of the TH 53 project and meeting the stated Project Goals. Highlight similarities in the scope of work, schedule, and complexity of the projects to the TH 53 project.
- Describe any past experience collaboratively working with owners and/or design firms on highway and/or bridge projects.
- Provide examples that depict the Proposer’s technical capabilities as they relate to the success of this project.
- If the Proposer is a joint venture or association, indicate specific responsibilities of each firm.

- MnDOT may at its discretion contact references for projects on which the firm has worked.

Technical Capabilities and Experience of the Proposer will be evaluated based on:

- Past performance record and relevance of experience - Listed experience on similar size, scope and complexity projects demonstrates a successful track record for items relevant to the TH 53 Project
- Listed experience demonstrates past collaboration relevant to the success of the TH 53 project.

4.4.4.3 CMGC Process (10 points)

How the CMGC Contractor supports the CMGC process to achieve the Project Goals is critical to the Project Team's success. This section is an opportunity for the Proposer to demonstrate their qualifications to be successful in a CMGC contracting environment.

- **Collaboration:** The CMGC process is based on principles of collaboration, cooperation, and trust between MnDOT, the design team, and the CMGC Contractor. Describe the Proposer's approach for accomplishing this objective.
- **Design and Constructability Review:** The CMGC Contractor's involvement during the preconstruction phase of the project should help streamline the design process, reduce errors and omissions, improve constructability and quality, reduce the cost of construction, and optimize the project delivery schedule. Describe the Proposer's approach for accomplishing these objectives on the TH 53 Project.
- **Risk Management:** The CMGC process benefits from the contractor's engagement in risk management. Explain the approach the Proposer will use to help MnDOT identify, price, and mitigate risks.
- **Cost Control:** MnDOT expects the CMGC Contractor to play a key role in helping MnDOT design and construct the project within budget. Describe the Proposer's approach to helping deliver this project within budget.

Proposers will be evaluated based on:

- The Proposer's approach to successful collaboration with the Project Team.
- The Proposer's approach to help MnDOT develop a quality, cost effective and constructible design.
- The Proposer's approach to help MnDOT manage risk on the project.
- The Proposer's approach to help MnDOT deliver the project within budget.

4.4.4.4 Project Approach (25 points)

- Provide a description of Proposer’s planned approach to this project. Discuss the following: Provide an assessment of the bridge type(s) under consideration by MnDOT. The assessment should include, at a minimum, the risks associated with the schedule and budget for the project. Include any recommendations for modifying, eliminating, or adding any bridge type or bridge features in order to meet the project goals.
- Propose your specific project approach and strategies (design involvement, material procurement, construction) to achieving the goal of relocating TH 53 in the United Taconite Mine area by November 15, 2017.
- Discuss other significant risks to achieving the Project Goals and how you will help MnDOT mitigate these risks.
- Discuss your approach to successful co-location with the Project Team, taking into consideration the location of the project and the key personnel who are in various locations such as Duluth and the Twin Cities metropolitan area.

The Proposer will be evaluated based on:

- Bridge type assessment demonstrates an understanding of the project and provides value to meeting the project goals.
- Feasibility of the approach and strategies to complete the project on-time.
- Ability to help minimize project risks and meet the project goals.
- Sufficiency of the co-location approach to foster collaboration and meet the project goals.

4.4.4.5 Project Innovations (5 points)

- The CMGC process is intended to involve the CMGC Contractor during the preconstruction phase of the project to introduce innovations to meet or exceed the Project Goals. Identify the top five (5) innovations related to design or construction that may further improve MnDOT’s ability to meet or exceed the Project Goals. In particular, describe the potential impacts of the innovations on time, costs, and quality.
- Discuss how the Proposer will help the Project Team develop and evaluate potential innovations and document their benefits.

Proposer will be evaluated on the following:

- The potential benefit of their proposed innovations to achieve the Project Goals.
- Their approach to help the Project Team develop and evaluate innovations and document their benefits.

4.4.4.6 Approach to Cost Estimating (10 points)

Project estimating on CMGC projects is a collaborative process where the CMGC Contractor is expected to provide an open and transparent Cost Model at each estimating or “Opinion of Probable Construction Cost” (OPCC) milestone and during bid validation discussions to clearly document the means, methods, and assumptions that were used to derive the proposed pricing.

- Discuss Proposer’s approach to providing an open and transparent estimating environment that will assure MnDOT is receiving a fair price for the work and that this can occur in a timely manner.
- Provide a sample estimate as Appendix D to the Proposal for a bid item (e.g., bridge pier foundation, bridge deck) showing how the CMGC will breakdown labor, equipment and material costs for OPCC reviews and bid analysis. This is only to demonstrate the CMGC’s approach to estimating/bidding is open and transparent. This is not being used to determine the competitiveness of the rates/costs in the estimate. There is no page limit for materials included in Appendix D and information provided in Appendix D will not count toward the overall page limitation.

Subcontractor Plan: Pursuant to Minnesota Statute §161.3209, the CMGC Contactor has a minimum self-performance requirement of 30 percent. Discuss the approach to developing a subcontractor selection plan that will allow for competitive solicitation of bids from reliable sources. How will the Proposer demonstrate that the subcontractor's prices are competitive? What specific commitments will the Proposer provide that enhance DBE participation, for the overall project or for each severable work package?

Proposer will be evaluated on:

- Their approach demonstrates an open and transparent estimating environment that will assure MnDOT that they are receiving a fair price for the proposed work and that this can occur in a timely manner.
- The example of their approach to estimating an item of work demonstrates an open and transparent cost-based estimate.
- How well the subcontractor plan helps ensure competitive subcontractor pricing and how it integrates DBE participation into the project.

4.4.5 Preconstruction Price Proposal (3 points)

Utilizing the Preconstruction Services Price Proposal form included in Exhibit 5 of this RFP, Proposers shall identify their fully burdened hourly rates for the Project Manager, Construction Manager, and Lead Cost Estimator. The Preconstruction Price Proposal form shall be included as Appendix E to the Proposal and shall be submitted in a separately sealed envelope with the following label:

- “Appendix E – CMGC Preconstruction Price Proposal”

- Proposer’s identifying information as described in Section 4.3.

MnDOT will determine the cost for the Project Manager, Construction Manager, and Lead Cost Estimator by taking the hourly rates submitted by the Proposer and multiplying them by the estimated hours included in Exhibit 5. A total cost for each Proposer’s Preconstruction Price Proposal will then be calculated by taking the sum of the costs for the three key personnel positions listed in Exhibit 5.

It should be noted that Exhibit 5 contains estimated hours for each of the three key personnel listed. This only represents a conceptual estimate of the magnitude of expected hours to be used for the purpose of evaluating Proposers Preconstruction Price Proposals. The apparent successful proposer and MnDOT will refine the estimated hours and costs prior to executing the CMGC Professional/Technical Services contract.

The Preconstruction Price Proposal score will be determined based on the Total Cost of the Preconstruction Price Proposal in Appendix E, relative to the Mean Total Cost of the Preconstruction Price Proposals, in accordance with the following formula:.

- a) **Score = Possible Points x Deviation Factor**
- b) The Deviation Factor for prices **below** the Mean Price shall equal: $1 - ((\text{Mean Price} - \text{“PP”}) / \text{Mean Price})$
- c) The Deviation Factor for prices **above** the Mean Price shall equal: $1 - (1.5 \times ((\text{“PP”} - \text{Mean Price}) / \text{Mean Price}))$. Deviation factors less than zero will receive a score of zero (0) points.
- d) If the PP = the Mean Price, the Deviation Factor shall be 1.00

PP = Proposer’s Preconstruction Price Proposal (Total Cost as determined from Appendix E)

Mean Price = the average of all responsive Proposer Preconstruction Price Proposals plus MnDOT’s independent estimate for the Preconstruction Price Proposal. MnDOT reserves the right to exclude outlier Preconstruction Price Proposals.

4.4.6 Legal and Financial

The information required in response to this section shall be submitted as Appendix F – Legal and Financial. Information provided in response to these sections will not count towards the overall page limitation. Information required by this section will be evaluated on a pass/fail basis.

4.4.6.1 Proposer Information, Certifications, and Documents

The Proposer shall provide the following:

- a) Provide evidence that Proposer and its general partners and joint venture members are qualified to do business by providing evidence for each such entity that is a corporation, limited liability company, or limited partnership that it is currently in good standing in the state of its respective organization/formation. Such evidence shall be in the form of good standing certificates dated no earlier than 90 Days before the Proposal Due Date. If not currently registered with the Minnesota

Secretary of State, provide a statement that such registration will occur prior to contract approval if the contract is awarded.

- b) Describe in detail the legal structure of the entity making the Proposal. If Proposer is a partnership or joint venture, attach full names and addresses of all partners or joint ventures and the equity ownership interest of each entity and provide the aforementioned incorporation, formation, and organization information for each general partner or joint venture. If Proposer is a joint venture, attach a letter from each joint venture stating that the joint venture agrees to be held jointly and severally liable for any and all of the duties and obligations of Proposer under the Proposal and under any contract arising therefrom. If Proposer is a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- c) With respect to authorization of execution and delivery of the Proposal and the Contract, if any signature is provided pursuant to a power of attorney, provide a copy of the power of attorney as well as a certified copy of corporate or other appropriate resolutions authorizing said power of attorney. If Proposer is a corporation, provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member. If Proposer is a partnership or a joint venture, such evidence shall be provided for the governing body of Proposer and for the governing bodies of each of its general partners/joint venture members, at all tiers, and in all cases certified by an appropriate officer.
- d) Provide Form 1 (Information about Proposer Organization).
- e) Provide Form 2 (Responsible Proposer and Major Participant Questionnaire).
- f) Provide Form 3 (Conflict of Interest Disclosure Statement) for Proposer and each Major Participant.
- g) Provide Form 4 (State of Minnesota - Affirmative Action Certification)
- h) Provide Form 5 (State of Minnesota - Affidavit of Non-Collusion)

4.4.6.2 Acknowledgment of Clarifications and Addenda

The Proposer shall identify all clarifications and addenda received by number and date.

4.4.6.3 Bonding Capability

The Proposer shall provide a letter from a surety or insurance company stating that the Proposer is capable of obtaining a performance bond and payment bond covering the Project in the amount of at least \$300 million. Letters indicating “unlimited” bonding capability are not acceptable. The surety or insurance company providing such letter must be authorized to do business in the State of Minnesota with an A.M. Best Co. "Best's Rating" of A- or better and Class VIII or better.

4.5 QUANTITIES

Proposer shall provide the following:

- 15 complete hardcopies (one original and 14 copies) of the Proposal with appendices A, B, C, D (~~excluding the Proposal forms~~; each copy shall be identified in the upper right-hand corner of its front cover as “Copy ___ of 15 Copies – with Appendices A, B, C, D”; the original copy shall be identified as “Copy 1 of 15 Copies.”)
- One complete electronic copy in PDF format of the Proposal with appendices A, B, C, D, F on a compact disk(s) (the electronic copy may include Proposal forms that are not executed). Do not provide an electronic copy of Appendix E.
- One complete hardcopy of Appendix E to be submitted in a separately sealed envelope.
- Three complete hardcopies (one original and two copies) of Appendix F~~the Proposal forms and other information required.~~

4.6 DISQUALIFICATION

Failure to use a sealed package or to properly identify and label any qualification package may result in failure of the Proposal to be timely delivered and/or an inadvertent opening prior to the appointed time and place. Any Proposal that is not timely delivered will not be considered. If any Proposal is inadvertently opened, MnDOT may determine that the evaluation process has been compromised and disqualify the Proposal. Proposer will be entirely responsible for any consequences, including disqualification of the Proposal that result from Proposer’s failure to follow the instructions in the RFP. It is Proposer’s sole responsibility to see that its Proposal is received as required. Failure to respond or to provide requested information may result in a determination by MnDOT, in its sole discretion, that a Proposal is non-responsive.

5 EVALUATION PROCESS

5.1 GENERAL

MnDOT will award the contract, if at all, to the responsible and responsive Proposer that has complied with all of the requirements of the RFP, is technically qualified, and has the best-value Proposal, as set forth in this Section 5.

MnDOT, in its sole discretion, reserves the right to seek clarification and/or supporting documentation from Proposers at any time during the Proposal review process.

5.2 PROPOSAL OPENINGS

The Qualitative Technical Proposals will be opened immediately after the Proposal Due Date. The Preconstruction Price Proposals, Appendix E, will remain sealed. The review committee will not open the Preconstruction Price Proposals until after the qualifications points are awarded and the mandatory interviews have been completed.

5.3 RESPONSIVENESS AND PASS/FAIL REVIEW

5.3.1 Proposal Responsiveness Evaluation

MnDOT will conduct an initial review of the Proposals for responsiveness to the requirements set forth in the RFP. A Proposal will be deemed non-responsive if:

- The Proposal does not receive a “pass” rating on the criteria set forth in Section 5.3.2.
- The Proposal contains a major defect or defects that, in MnDOT’s sole discretion, would significantly violate an RFP requirement.
- The Proposer places any condition on the Proposal.

MnDOT, in its sole discretion, reserves the right to seek clarification/supporting documentation from Proposers at any time during the Proposal review process and to waive minor irregularities in a Proposal.

If a Proposal is deemed non-responsive, the Proposer will be so advised in writing by MnDOT. This initial review of responsiveness does not preclude a later finding of non-responsiveness by the Technical Review Committee.

5.3.2 Pass/Fail Criteria Evaluation

Proposals will be evaluated based on the following pass/fail criteria:

- An individual or a CMGC firm identified in the Proposal shall not have changed since submission of the Proposal, or Proposer shall have previously advised MnDOT of a change and received the Commissioner’s prior written approval thereto.
- Proposer information, certifications, and documents as listed in Section 4.4 are included in the Proposal and are complete, accurate, and responsive.

- The Proposal contains no major defect in MnDOT’s sole discretion that would significantly violate an RFP requirement.
- The Proposer has not placed conditions on the Proposal.

A Proposal shall receive a “pass” on all “pass/fail” criteria listed in the RFP for the Proposal to be further evaluated. Failure to achieve a “pass” rating on a “pass/fail” factor will result in the Proposal being declared non-responsive and Proposer being disqualified. Failure to submit information in the manner, format, and detail specified may result in the Proposal receiving a “fail” rating and being declared non-responsive. MnDOT will in its sole discretion determine the pass or fail designation of the criteria specified in this RFP.

5.4 EVALUATION OF PROPOSALS

Once a Proposal has been determined to meet the minimum Pass/Fail criteria, MnDOT will evaluate the Proposal relative to the Project Goals as described in Section 1.6 and factors set forth in Section 4.4.4 and Section 4.4.5 to determine the total Proposal score. A maximum of 100 points is possible for the Proposal.

The qualitative evaluation score for Section 4.4.4 will be determined as follows:

- The MnDOT Technical Review Committee will review each Proposal identifying significant and minor strengths and weaknesses of the Proposer. This review may also include a comparative analysis of all Proposals received.
- Determination of Strengths and Weaknesses will be made at the sole discretion of Technical Review Committee members. The Technical Review Committee members may be advised on strengths and weaknesses by one or more subcommittees. Strengths and weaknesses are considered on their own merits when determining an adjectival rating and point score and do not “offset” each other. Strengths and weaknesses are generally defined as follows:
 - Strengths – That part of the Proposal which ultimately represents a clear benefit, advantage or value added to the Project and is expected to increase the Proposer’s ability to meet or exceed the Project Goals. A minor strength has a slight positive influence on the Proposer’s ability to meet or exceed the Project Goals, while a significant strength results when a Proposer clearly demonstrates a benefit, advantage or value added that has a considerable positive influence on the Proposer’s ability to meet or exceed the Project Goals.
 - Weaknesses – That part of the Proposal which detracts from the Proposer’s ability to meet the Project Goals or may result in an inefficient or ineffective performance. A minor weakness has a slight negative influence on the Proposer’s ability to meet the Project Goals, while a significant weakness has a considerable negative influence on the Proposer’s ability to meet the Project Goals.

Based on the identified strengths and weaknesses, the Technical Review Committee will select an objective rating and select a percent of maximum score in the identified range.

The following rating system will be used in determining the value for each Scoring Element of the Proposal:

- **Excellent (91-100% of points possible):** The Proposer demonstrates a complete understanding of the subject and approaches it with unique, innovative and/or well-proven methods. The Proposer communicates an outstanding level of quality. The Proposer’s qualifications for the subject are exceptional. The Proposer demonstrates through verifiable sources past relevant experience for personnel assigned to the Project with respect to their proposed roles. In an exceptional rating, there are clear advantages, benefits or value added to the proposed approach. In determining this rating, the Technical Review Committee may also take into account other relevant factors including, but not limited to, engineering merit of the proposed approach, innovation or lack thereof, approach to quality and timeliness of delivery, and record of past performance (“past performance” will not be negatively affected by the assertion of legal rights). This rating may also involve a comparative analysis of all proposed submitted.
- **Very Good (76-90%):** The Proposer demonstrates a good understanding of the subject and an approach that meets the stated requirements and objectives of this Project. The Proposer communicates a high level of quality. The Proposer’s qualifications are above average. The Proposer demonstrates through verifiable sources past relevant experience for personnel assigned to the Project with respect to their proposed roles at an above-average rating. There are few to no identified weaknesses or deficiencies for the subject. There are perceived advantages, benefits or value added to the proposed approach. In determining this rating, the Technical Review Committee may also take into account other relevant factors including, but not limited to, engineering merit of the proposed approach, innovation or lack thereof, approach to quality and timeliness of delivery, and record of past performance (“past performance” will not be negatively affected by the assertion of legal rights). This rating may also involve a comparative analysis of all proposed submitted
- **Good (51-75% of points possible):** The Proposer demonstrates a general understanding of the subject and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this Project. The Proposer communicates an average level of quality. The Proposer’s qualifications are adequate. Verifiable source provide an acceptable rating. There is more perceived advantage, benefit or value added than perceived weakness or deficiencies. In determining this rating, the Technical Review Committee may also take into account other relevant factors including, but not limited to, engineering merit of the proposed approach, innovation or lack thereof, approach to quality and timeliness of delivery, and record of past performance (“past performance” will not be negatively affected by the assertion of legal rights). This rating may also involve a comparative analysis of all proposed submitted
- **Fair (21-50% of points possible):** The Proposer demonstrates a vague understanding of the subject and an approach containing significant weaknesses/deficiencies regarding the stated requirements and objectives of the Project. The Proposer communicates a below-average level of quality. The Proposer’s qualifications raise questions about the Proposer’s ability to successfully complete the Project. Verifiable sources provide a neutral to unfavorable rating. In determining this rating, the Technical Review Committee may also take into account other relevant factors including, but not limited to, engineering merit of the proposed approach, innovation or lack thereof, approach to quality and timeliness of delivery, and record of past performance (“past performance” will not be negatively affected by the assertion of legal rights). This rating may also

involve a comparative analysis of all proposed submitted

- **Poor (0-20% of points possible):** The Proposer demonstrates insufficient understanding of the subject and an approach that fails to meet the stated requirements and objectives of the Project. The Proposer communicates a low level of quality. The Proposer’s qualifications do not indicate the likelihood that the work will be completed successfully. Verifiable sources provide an unfavorable rating. In determining this rating, the Technical Review Committee may also take into account other relevant factors including, but not limited to, engineering merit of the proposed approach, innovation or lack thereof, approach to quality and timeliness of delivery, and record of past performance (“past performance” will not be negatively affected by the assertion of legal rights). This rating may also involve a comparative analysis of all proposed submitted

A score will be calculated for the Qualitative Technical Proposal by multiplying the percentage of maximum score by the points available.

MnDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in the Proposal by contacting project references, assessing public information, contacting independent parties or other means. MnDOT further reserves the right to request additional information from a Proposer during the evaluation of the Proposal.

5.5 MANDATORY TECHNICAL INTERVIEWS

5.5.1 Use of Interviews in Evaluation Process

A mandatory technical interview will be part of the Proposal evaluation. Proposers that fail to attend the Mandatory Technical Interview will be deemed non-responsive. The interview will NOT be scored separately, but will be used by the TRC as additional information in support and to clarify the information contained in the Proposal.

Members of the TRC will review the Proposals independently based on the specified evaluation criteria. Interviews will be conducted after the TRC has reviewed the Proposals

Interview Details

Up to five (5) representatives from the Proposer’s team may attend the technical interview. As a minimum, the following members, as listed in the Proposal, will be required to participate in the technical interview:

- Project Manager
- Construction Manager
- Lead Cost Estimator
- Project Principal

Interviews will be held at the MnDOT Bridge Office located at 3485 Hadley Avenue North, Oakdale, MN 55128. It is anticipated that interviews will be conducted on Thursday, January 8, 2015. Proposers will be

responsible for their own costs associated with the interview. The interview will be approximately one hour in length and consist of formal interview questions prepared by MnDOT. No handouts or formal presentations (e.g., PowerPoint, poster boards) may be presented.

To schedule an interview time, Proposer's shall request (via e-mail) a time from the CMGC Program Manager, as noted in Section 3.4, a minimum of two weeks in advance of the interview. Interview times will be assigned on a first-come, first-serve basis. Upon the request, Proposer shall identify the name of their company or Joint Venture.

5.6 FINAL SCORE AND SELECTION

The apparent successful CMGC Contractor will be the Proposer with the highest combined score from the Qualitative Technical Proposal described in Section 4.4.4 and the Preconstruction Price Proposal as described in Section 4.4.5. Either the Commissioner or a specifically designated representative will notify the successful Proposer and the unsuccessful Proposers.

6 CONTRACT EXECUTION AND APPROVAL

6.1 PRECONSTRUCTION SERVICES NEGOTIATIONS

Within 5 business days of notification of selection, the apparent successful Proposer will meet with MnDOT's Project Director in order to enter into negotiations for the scope of work and fee for preconstruction services. The apparent successful Proposer will prepare a cost proposal for preconstruction services and submit to MnDOT's Project Director within 10 business days of this initial meeting. The scope of work for preconstruction services will be based on the preconstruction tasks outlined in Exhibit 2, but may be adjusted by MnDOT's Project Director during negotiations. The cost of the Professional/Technical (P/T) Services Contract will be based on unit rates for key personnel and support staff identified on the Project team that will participate on the Project. Terms of the cost proposal as stated must be valid for the length of the project. The successful Proposer must include a total project cost, along with the following:

- A breakout of the hours by task for each employee.
- Identification of anticipated direct expenses.
- Identification of any assumptions made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks. This should be included in the cost proposal, but clearly identify as additional costs and not made part of the total project cost.

MnDOT does not make regular payments on Professional/Technical Services Contracts based upon the passage of time; MnDOT only pays for services performed or work delivered after it is accomplished.

A copy of a sample State of Minnesota Professional/Technical Services Contract is available for reference on MnDOT's Consultant Services website: <http://www.dot.state.mn.us/consult/>. Much of the language reflected in the Contract is required by statute. If there are exceptions to any of the terms, conditions or language in the Contract, the successful Proposer must negotiate those exceptions with MnDOT prior to submitting a cost proposal, and MnDOT makes no guarantee that exceptions will be approved.

Travel Reimbursements

Reimbursements for travel and subsistence expenses actually and necessarily incurred by the successful Proposer, as a result of the Contract, will not exceed the amounts provided in the current MnDOT Travel Regulations. Reimbursements will not be allowed for travel and subsistence expenses incurred outside of Minnesota, unless the successful Proposer has received MnDOT's written approval for out-of-state travel. Minnesota will be considered the home base for determining whether travel is out-of-state.

6.2 CONSTRUCTION SERVICES FEE

Utilizing the Proposed Construction Services Fee Proposal Form included in Exhibit 4 of this RFP, the apparent successful Proposer will submit to MnDOT's Project Director their proposed construction services fee identified as a percentage and carried out to two (2) decimal points (e.g. 0.00%) which will be applied as a fixed percentage to the total construction cost during all Construction Phase Services. The Proposer's construction services fee will not be submitted or scored in response to the RFP. Rather, the apparent successful Proposer will submit their proposed construction services fee to MnDOT's Project Director (see Section 6.1).

The construction services fee includes (1) all profit plus (2) the portion of home office overhead (G&A) allocated to the Project. Home office overhead (G&A) is defined as the cost of activities that are necessary to the overall operation of the contractor’s business as a whole allocated to all of the Contractor’s ongoing projects, including insurance that is maintained by the Contractor as a general cost of doing business. The construction services fee proposed in the RFP will be used in the Opinion of Probable Construction Cost (OPCC) estimates, and bidding for all work packages. For provisional contingency items included in the CMGC Contractor’s bid, the CMGC Contractor will only be entitled to apply the construction services fee to those provisional contingency items that are authorized by MnDOT.

The construction services fee will exclude all costs for any field indirect costs or direct costs of the Project. Explanation and definitions of home office overhead (G&A), field indirect costs, and direct construction costs are clarified in Exhibit 3 to this RFP.

The construction services fee provided in response to Exhibit 4 is not a guarantee. MnDOT reserves the right to negotiate the construction services fee with the apparent successful proposer.

Along with the Proposed Construction Services Fee Proposal Form submitted to MnDOT, the Contractor will be required to provide a detailed breakdown of what is included in the proposed fee, using Exhibit 3 of this RFP as guidance.

6.3 P/T SERVICES CONTRACT NOTIFICATION AND EXECUTION

Upon successfully negotiating the scope of work/fee for preconstruction services, MnDOT will enter into a Professional/Technical (P/T) Services Contract with the successful Proposer and will provide for execution by the successful Proposer, if any. A Professional/Technical (P/T) Services Contract will be prepared and administered by Consultant Services. Within 7 Days of receipt of the Contract from MnDOT, the apparent successful Proposer shall fully execute and return to MnDOT the Contract together with all other required documents described below.

- Executed Contract
- Evidence of authorization to execute the Contract, in the form of a certified resolution of the governing body of Proposer expressly stating such body’s authorization to execute the Contract and, if Proposer is a partnership, joint venture, unincorporated association, or limited liability company, of the governing bodies of the entity’s partners or members
- Human Rights Certificate

MnDOT reserves the right to cancel the Contract approval process at any time before the execution of the Contract by all parties without any liability against MnDOT or the State of Minnesota.

6.3.1 Availability of Key Personnel

Award of a P/T Services Contract will be contingent on availability of the key personnel listed in the Proposal.

6.3.2 Insurance Requirements for Professional/Technical Services Contract

The successful Proposer must provide a certificate of insurance showing that they have each type of insurance coverage and limits required herein. The certificate must be filed with MnDOT’s Authorized

Representative within 30 days of execution of the contract, and prior to commencing work under the contract. The successful responder must maintain such insurance in full force and effect throughout the term of the contract.

Required Insurance. The successful Proposer will be required to maintain and furnish satisfactory evidence of the following insurance policies:

- a. **Workers’ Compensation Insurance:** Except as provided below, the successful responder will be required to provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) to provide Workers’ Compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** limits are as follows:

- \$100,000.00 – Bodily Injury by Disease per employee
- \$500,000.00 – Bodily Injury by Disease aggregate
- \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.041 exempts the successful responder from Workers’ Compensation insurance requirements, or if such responder has no employees in the state of Minnesota, the successful responder will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the successful responder from the Minnesota Workers’ Compensation requirements. If, during the course of the contract, the successful responder becomes subject to the Workers’ Compensation Insurance requirements, the successful responder then must comply with such requirements and must provide MnDOT with a Certificate of Insurance evidencing such coverage.

- b. **Commercial General Liability Insurance:** The successful Proposer will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the successful responder or by a subcontractor or by anyone directly or indirectly employed by the successful Proposer pursuant to the contract. Insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

c. **Commercial Automobile Liability Insurance:** The successful Proposer will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in case any work is subcontracted the successful responder must require the subcontractor to provide Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages must be included:

- Owned, Hired and Non-owned Automobile

d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** The successful responder will be required provide coverage for all claims the successful responder may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the successful responders professional services performed under the contract. Unless otherwise specified within this RFP, the successful responder will be required to carry the following **minimum** limits:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed \$50,000.00 with the written approval of MnDOT. If the successful responder desires authority from MnDOT have a deductible in a higher amount, the successful responder will be required to make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to MnDOT, so that MnDOT can ascertain the ability of the successful responder to cover the deductible from its own resources. MnDOT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

The retroactive or prior acts date of coverage must not be after the effective date of the contract and the successful responder must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained by the successful responder to fulfill this requirement.

e. **Additional Insurance Conditions:**

- The successful Proposer’s policy(ies) will be primary insurance to any other valid and collectible insurance available to MnDOT with respect to any claim arising out of the successful responder performance under this contract;
- If the successful responder receives a cancellation notice from an insurance carrier affording coverage herein, the successful responder agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless the successful responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the state of Minnesota.
- The successful responder is responsible for payment of contract related insurance premiums and deductibles;

- If the successful responder is self-insured, a Certificate of Self-Insurance must be provided to MnDOT;
- The successful responder’s policy(ies) must include legal defense fees in addition to its liability policy limits, with the exception of part d above;
- The successful responder must obtain insurance policies from insurance companies having an “AM BEST” rating of “A minus”, a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the successful responder’s policy limits to satisfy the full policy limits required by the contract

6.3.3 Pre-Award Audit Requirement

The successful responder will be required to submit pre-award audit information and comply with audit standards. Failure to do so may result in disqualification. The minimum amount of information that the Audit Office must have for pre-award audit evaluations of a Contractor is as follows:

1. Business address of the firm with name and phone number of appropriate contact person(s) for accounting and auditing related issues.
2. Description of company’s accounting system. Submit a brief summary of company's accounting system including software package being used (i.e., cash vs. accrual, manual vs. computerized, etc.).
3. Explanation of how direct expenses identifiable to a specific project are handled (e.g. purchased services, travel, etc.). Are they:
 - a. Included in overhead accounts?
 - b. Segregated into direct expense accounts and not included in overhead.
4. A list of the firm’s general ledger accounts (Chart of Accounts).
5. Examples of the company's completed timesheet(s) and expense report(s)
6. State the company’s fiscal year.
7. List of hourly billing rates.

6.3.4 Builder’s Risk Insurance Requirement for Construction

Builder’s Risk insurance will be required on this project. MnDOT may acquire or may require the successful responder to purchase and maintain “All Risk” or equivalent Builder’s Risk policy for any executed construction contract(s) insuring the interest of MnDOT, the Contractor, and any tier of Subcontractor. Coverage on “All Risk” or equivalent basis will include the perils of flood, earthquake, and pollution cleanup expense. MnDOT will, at their discretion, provide further details regarding the requirements for the Builder’s Risk policy prior to executing a construction contract(s) for the project.

6.4 DEBRIEFING

Within 60 Days after execution and delivery of the P/T Services Contract, MnDOT will be available for an oral debriefing session upon written request made to the MnDOT CMGC Program Manager by an authorized representative of an unsuccessful Proposer. MnDOT reserves the right to delay indefinitely and/or cancel the debriefing meetings in its sole discretion.

At a minimum, the debriefing information shall include MnDOT's evaluation of the significant weaknesses or deficiencies in Proposer's Proposal, if applicable.

The debriefing shall not include point-by-point comparisons of the debriefed Proposer's Proposal with those of the other Proposers. Moreover, the debriefing shall not reveal any information that MnDOT cannot lawfully release or disclose at such time under the Minnesota Government Data Practices Act.

The purpose of a debriefing meeting is for MnDOT to provide informal and objective comments to a Proposer on MnDOT's review of their Proposal, and provide feedback that may help Proposers improve their Proposals for future procurements. A debriefing meeting also provides an informal setting to discuss this RFP and the procurement process; however, the Proposer should not use the debriefing meeting as a forum in which to address issues raised in any Protest under Section 3.9. If a Proposer has filed a protest under Section 3.9, and the Proposer also requests a debriefing meeting, the debriefing meeting will be scheduled to occur after MnDOT has issued a final agency decision regarding the merits of the Protest as provided in Section 3.9.

6.5 STIPENDS

MnDOT will not provide compensation to the Proposer for any expenses incurred for the Proposal preparation. Refer to Section 3.8 for further clarification.

EXHIBIT 1 - CMGC INTRODUCTION

Construction Manager/General Contractor (CMGC) is a contracting method that involves MnDOT executing a Professional / Technical (P/T) services contract with a firm (CMGC Contractor) to provide constructability and other services during the pre-construction phase of the Project. During this pre-construction phase, the CMGC Contractor performs a Construction Manager role. Once the pre-construction phase of the Project reaches the appropriate stage, the CMGC Contractor is given an opportunity to provide a proposed cost (“bid”) to construct the Project. The Owner then reviews the bid and if agreement is reached, the CMGC Contractor becomes the General Contractor for the construction phase of the Project. If the Owner and the CMGC Contractor fail to reach agreement on price, MnDOT has the option to terminate the CMGC Professional/Technical services contract without penalty or payment (except payment for pre-construction services) and procure the construction of the Project by some other method. If there are multiple work packages on a project, the CMGC contractor will be allowed to continue to perform construction services for previously awarded work packages, but MnDOT will procure future work packages by another procurement method. This RFP uses the term “CMGC Contractor” when indicating the construction firm that will provide pre-construction services as Construction Manager and that may become the General Contractor if MnDOT and the CMGC Contractor successfully agree upon an acceptable price for the work.

The intent is to form a partnership with MnDOT, the Design Consultant, and the CMGC Contractor. The goals of this partnership are to mitigate risk, improve the construction schedule, streamline the design process, improve overall quality, and develop a project that adheres to the budget. An important role of the CMGC Contractor is to evaluate the constructability of the design concepts to reduce risks and costs in all phases with innovative approaches to meet project goals. We anticipate the involvement of the CMGC Contractor will help minimize design elements that unnecessarily increase cost and improve the overall constructability of the Project.

The Integrated Project Team (MnDOT, Design Consultant, and the CMGC Contractor) will collaborate to deliver the Project in less time, at a lower total cost, and meet the Project Goals. The Project Team offers:

- Expertise in design, constructability, and project phasing.
- The skills and knowledge to estimate the quantities of materials, labor, and equipment needed for construction.
- The skills and knowledge to determine the tasks (work breakdown structure) needed to complete the Project and estimate the costs, duration, and sequence of these tasks.
- An understanding of the availability, cost, and capacities of materials, labor, and equipment.
- The skills and knowledge to identify potential risks (including financial risks) and methods to mitigate them during the design process.
- A CMGC Contractor provided model for estimating construction costs.

During the design process (preconstruction phase) the CMGC Contractor works with the Design Consultant and the MnDOT Project Management Team to:

- Implement the risk management strategy and provide input into the development and monitoring of a Risk/Opportunity Register.
- Participate in risk assessment and mitigation workshops, including pricing and assignment of risk.
- Lead the development of an open cost model for the Engineer’s Estimator and Independent Cost Estimator (ICE) so that assumptions, contingency, and approach to the estimate are similar.
- Provide for open-book examination of an open cost model by MnDOT, the Independent Cost Estimator, and the Engineer’s Estimator.
- Continually update, at the 30%, 60%, and 90% design submissions, a Project estimate and construction schedule.
- Integrate Disadvantaged Business Enterprises (DBEs) in the Project as required during the CMGC pre-construction services.
- Develop and update a Subcontracting Plan to integrate subcontractors, including DBEs, in the construction phases.
- Participate in formal reviews of each design PS&E package at the 30%, 60%, and 90% design submissions.
- Provide progressively refined Opinions of Probable Construction Cost (OPCC) Estimates at the 30%, 60%, and 90% design submissions.
- Continually provide informal input on constructability, value engineering, and cost as requested.
- Prepare Construction Bid Price proposals for MnDOT with appropriate backup documentation for all construction, early work, and procurement PS&E packages.
- Develop, propose, and track innovations for Project construction.

If the CMGC Contractor is awarded a construction contract, their role will be to construct the Project within the Construction Bid Price proposal and propose solutions that will help achieve the goal of staying within the budget. If the MnDOT and the CMGC Contractor cannot reach agreement on a construction contract, MnDOT retains the options to use other contract procurement processes or re-advertise the CMGC contract for construction. If the construction of the Project is publicly advertised for bids, the CMGC Contractor will be allowed to submit a bid.

Early procurement or construction work may be considered for acquisition of long lead items or to complete early construction tasks to optimize the project delivery schedule.. Early construction work may be performed by the CMGC Contractor with the understanding that work on early phases does not

guarantee the CMGC Contractor will receive a contract for the remaining phases. Early phases will be independent and severable from the final construction package, with a well-defined end point. Construction will not begin until a Construction Bid Price proposal has been accepted, and a construction contract executed, for a substantially complete Plans, Specifications, and Estimate (PS&E) package.

EXHIBIT 2 – CMGC SCOPE OF WORK

The CMGC Contractor is being selected to join the Project Team for this Project. The CMGC Contractor will be expected to provide the Project Team with construction expertise and technical experience, to assist in Project decision-making and ensure the technical, social and economic challenges are addressed, and provide input on items affecting construction schedule and costs.

Scope of Work (Pre-Construction Services)

The CMGC Contractor shall consult with the Project Team during the design phase in order to develop, implement and maintain a spirit of cooperation and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all.

As part of the design team, the CMGC Contractor will provide input on schedule, phasing, constructability, materials availability, cost, etc. throughout the design phase of the Project. The CMGC Contractor tasks during the design phase include:

- 1) Provide a Project Manager and associated staff to consult with, advise, assist, and provide recommendations to MnDOT and the design team on all aspects of the planning, design, and proposed construction, as requested by MnDOT. This will require the CMGC staff to be integrated at the designer's co-located facility.
- 2) Attend an initial Project workshop that includes the following agenda items:
 - a) Introduction to the Project Team
 - b) Introduction of the Project Stakeholders
 - c) Project status, goals, objectives, funding, etc.
 - d) Presentation of Project elements.
 - e) Identify Project risks and provide input that will be used to develop a risk management plan.
 - f) Question and answer session.
- 3) Participate in project team meetings with MnDOT and the Design Consultant. It is anticipated that project team meetings will be held each week in Duluth. **During the first 45 to 90 days, the CMGC Project Manager, at a minimum, will be expected to be co-located full-time with the Project Team at a facility to be determined in the Twin Cities metro area and during this time, the Project Team will participate in cost, schedule, and risk analysis for the bridge type(s) under consideration.**
- 4) Participate in formal milestone reviews meetings, which are anticipated to occur during at the 30%, 60%, and 90% design submissions. For each milestone review meeting, provide the following services:
 - a) Participate in formal constructability, material, equipment and labor availability reviews. These formal reviews will focus on identifying revisions to improve clarity for bidding, identifying potential design revisions that would reduce construction costs, and identifying elements to improve the time performance of the Project.

- b) Participate in formal risk analysis workshops with MnDOT and MnDOT’s Design Consultant. The focus of the risk analysis workshops will be to identify potential risks and to assign cost and schedule impacts to each risk in order to better define pricing and contingency.
 - c) Assist MnDOT and the Design Consultant with the selection process of design elements that assists in meeting Project goals
 - d) Provide progressively refined Opinion of Probable Construction Cost estimates (OPCC) and participate in pricing reconciliation meetings for each work package. A full description of the process required for submitting OPCC estimates and reconciling pricing differences is noted in the CMGC Interim Pricing (OPCC) Milestone Process document on MnDOT’s CMGC website.
 - e) Prepare and submit a Critical Path Method (CPM) schedule that supports each OPCC and bid.
 - f) Provide written reports and recommendations of the conceptual drawings being prepared by MnDOT and the Design Consultant, including conflicts and/or deficiencies noted.
- 5) Continually provide informal oversight and constructability reviews with the MnDOT team on various specific elements of the Project and provide recommendations, including providing input on staging, sequencing, equipment storage, detour routes, traffic control, storm water management, accelerated bridge construction techniques, evaluation of bridge types, and materials that may be cost-effectively recycled during construction.
- 6) Identify any long lead items that may cause schedule impacts.
- 7) Develop and formulate a Subcontracting Plan to integrate subcontractors as needed to accomplish all construction work. Identify the proposed plan to meet DBE, VET, and Veteran-Owned Small Business contract goals for each separate and severable work package.
- 8) Help ensure that environmental commitments are implemented during construction including those from permits as applicable through review of design and permit applications. The Department will provide the CMGC Contractor with anticipated timelines required to obtain the necessary environmental clearances and permits on this Project. Provide input on temporary construction or staging activities that may require additional environmental permits based on the proposed construction operations. Clearly reflect in the Baseline CPM Schedule the times required to obtain these clearances and permits. Identify time and cost impacts associated with schedule slippage and propose mitigation measures to minimize these impacts. Provide constructability feedback on mitigation measures proposed in the design plans.
- 9) Assist MnDOT and Design Consultant in preparing the draft and final submissions of a Storm Water Pollution Prevention Plan (SWPPP) as applicable to local jurisdictional requirements.
- 10) Develop, propose, and track innovations for Project construction. Document and track cost savings and schedule impacts associated with innovations in a written report to the MnDOT.
- 11) Coordinate with Project stakeholders in conjunction with MnDOT and the Design Consultant.

Scope of Work (Bid Validation Process)

When MnDOT and the CMGC Contractor agree that the Project has been designed to a sufficient level of detail to allow for a constructible and biddable Project or work package, the CMGC Contractor will be

given an opportunity to provide a bid to construct the Project. It is anticipated that the bid required on this project will be a unit price bid based on bid schedule as is used by MnDOT in Design-Bid-Build contracting. However, MnDOT’s Project Director and the CMGC Contractor may also elect to utilize other contract payment provisions, including Lump Sum bids or a Guaranteed Maximum Price bid. When preparing to submit a bid for the work, perform the following tasks:

- 1) Participate in pre-bid plan workshop in order to review and provide final input on the Issue for Bid (IFB) plans and specifications prepared by the Design Consultant.
- 2) Participate in the final risk workshop for the project or work package. Provide final input to MnDOT regarding project risks and clarify risk assumptions and assignments in preparation for submitting a bid for the work.
- 3) Prepare and submit a Construction Service Cost proposal or bid (utilizing MnDOT’s bidding software) to MnDOT for the project or work package, including a cost model narrative in accordance with the process outlined in the CMGC Bid Validation Process document on MnDOT’s CMGC website.
 - Include with the bid a detailed baseline cost and resource loaded CPM Schedule to serve as the Project Baseline Schedule, which identifies all activities during construction. Schedule shall clearly identify milestones, showing the proposed start and finish dates and include a narrative that clearly describes the assumptions that were used to derive item prices (e.g., crew sizes, production rates, and other requirements outlined in Standard Specification 1803).
 - Include a narrative description about how the CMGC Contractor will meet the Disadvantaged Business Enterprise (DBE) goal for the particular work package or the entire project. DBE participation goal will be established as early in the design process as possible.
 - Include a narrative description of all other inclusions to, or exclusions from the bid, including all assumptions and clarifications that support the bid prices.
- 4) MnDOT will review the CMGC Contractor’s bid using the process outlined in the CMGC Bid Validation Process document on MnDOT’s CMGC website.
 - Participate in the pricing reconciliation process, if needed, to reconcile differences.
 - If MnDOT successfully validates the CMGC Contractor’s bid, MnDOT will accept the CMGC Contractor’s bid and MnDOT will prepare a construction Contract based on the CMGC Contractor’s bid. The Contract amount will include funding for any provisional contingency items included in the contract. However, the CMGC Contractor will not be entitled to payment for any provisional contingency items without justification and authorization from MnDOT.
 - If the prices are not acceptable, MnDOT will enter into a process of risk identification that identifies price differences between the CMGC Contractor and the ICE and/or EE. Following

the resolution of these risk issues, the CMGC Contractor will have the option to re-bid the project. MnDOT has the option to accept the revised price or terminate the CMGC professional/technical services contract without penalty or payment (except payment for pre-construction services) and procure the construction of the Project by some other method or readvertise the CMGC Contract. If there are multiple work packages on a project, the CMGC contractor will be allowed to continue to perform construction services for previously awarded work packages, but MnDOT will procure the construction of future work packages by another procurement method or by readvertising the CMGC Contract.

- 5) The CMGC Contractor’s bid will not be exceeded except as allowed for quantity over-runs or changed conditions as defined in the MnDOT 2014 Standard Specifications. However, when considering additional compensation for changed conditions, MnDOT will consider the fact that the CMGC Contractor participated in the design effort during the Preconstruction phase and therefore has a more thorough understanding of the assumptions and risks which should have been reflected in the bid or in the provisional contingency items.

Awarding Contracts for Severable Work Packages: If MnDOT elects to progress this project using severable work packages, MnDOT may require the CMGC Contractor to submit a **Project Target Price (PTP)** from the CMGC Contractor prior to awarding a contract for a severable work package. A PTP is a good-faith estimate of construction costs that are covered in a subsequent OPCC(s) required to complete all work packages on a project. It is used by MnDOT to confirm that the overall construction scope can be completed within the available project budget. A PTP is based on the assumptions and risks that are known at the time the estimated costs are submitted to MnDOT. The CMGC Contractor’s PTP is supported by an estimating/cost model and narrative similar to OPCC estimates. When the CMGC Contractor submits a PTP, MnDOT assumes that the CMGC Contractor intends to construct the overall project at or below the PTP, subject to documentable changes in bidding assumptions or scope that affects pricing. Exact timing for requesting a PTP from the CMGC Contractor is evaluated on a project-by-project basis based on design progression and project risks. Additional information about PTPs can be found on MnDOT’s CMGC website.

Scope of Work (Construction Services)

If MnDOT is able to successfully validate the CMGC Contractor’s bid and the CMGC Contractor complies with DBE requirements and all other conditions of award, the CMGC Contractor shall:

- Execute a contract with MnDOT.
- Construct and manage all construction related contracts while meeting all Project requirements and Federal Contract requirements, as per MnDOT Standard Specifications and the prepared bid package.
- Substantially complete the construction no later than specified in the contract.

EXHIBIT 3 – CMGC CONSTRUCTION SERVICES FEE AND OVERHEAD DEFINITIONS

Construction Services Fee

The CMGC Contractor shall propose a construction services fee, or a fixed-markup for the Work expressed as a percentage of the total construction cost on the form provided. The construction services fee will include the CMGC Contractor's profit plus the portion of home office overhead (G&A) allocated to the Project. Home office overhead (G&A) is defined as the cost of activities that are necessary to the overall operation of the contractor's business as a whole allocated to all of the Contractor's ongoing projects, including insurance that is maintained by the Contractor as a general cost of doing business. The construction services fee proposed will be used in the OPCC estimates and the bids for all work packages.

The profit component of the construction services fee is to include any bonuses and incentives but excludes all costs associated with direct Project construction activities, including but not limited to risk or contingency. The construction services fee shall not include any field indirect costs or direct costs of the Project. The construction services fee shall be applied to the total construction cost, and the result shall be the overall bid price for the work that is submitted electronically to MnDOT.

Field Indirect Costs (General Conditions of Work)

The list below states the categories of field indirect costs that are acceptable to MnDOT and shall be included in the Cost of the Work, and not included as part of the G&A portion of the construction services fee submitted by the CMGC Contractor.

- Job Supervision and Overhead: Wages including benefits, payroll insurance and taxes for onsite management, supervision, engineers, safety personnel, quality control staff, and administration staff.
- Survey: Cost of construction survey including both CMGC Contractor-hired and outside service.
- Site Office Expense: Ownership or rental of building, maintenance, removal, utilities, office and engineering expendables, furniture, computers and infrastructure, photographs.
- Insurance and Taxes: Insurance other than that based on payroll, such as railroad protective, equipment insurance, and other specified or CMGC Contractor-required insurances. Taxes excluding payroll taxes such as property tax and any special local or State. Sales tax should be included with the applicable item taxed.
- Temporary Buildings: Cost of ownership or rental, set up, maintenance and removal of such buildings as owner's office (if not a direct bid item), warehouses, first aid building, and other miscellaneous.
- Personnel Expense: Small tools and supplies, safety expendables, drug screen testing, training, physicals, and hiring expense. Include any per-diem costs for craft or indirect personnel.

- Project Utilities: Site utilities such as temporary electric, water, and sanitary.
- Mobile Equipment: Overhead vehicles, maintenance equipment and personnel (if not in Equipment Operating Expense), and general service equipment and personnel (such as flatbeds and forklifts if not in direct cost).
- Mobilization: Cost of transportation of equipment and other items for move in, move out, set up, and take down. Include cost of personnel moves and related expense.
- Construction Plant: Include site fences, parking areas, material yards, temporary access, and other such special construction not included in direct costs. Haul road construction and maintenance to be included in direct costs.
- Quality Control: Cost of QC labor, equipment, and supplies and outside services and CMGC Contractor-hired personnel with site overhead wages.
- Bonds: Include cost of payment and performance bond or other guaranties as specified or allowed. Cost of subcontract or material bond shall also be included here.
- Escalation: Estimated cost of Items for which firm pricing cannot be obtained. Includes increases in craft and field indirect wage rates and fringe benefits whether by agreement or estimated.

When pricing the work for OPCCs, field indirect costs will be broken out separately and not spread over the cost of the work, unless otherwise directed by the Engineer.

When preparing a bid, field indirect costs may be spread over the cost of the work or, if directed by the Engineer, field indirect costs may be broken out and included in specific bid items such as mobilization and/or time related overhead.

Allowable Construction Costs for Direct and Field Indirect Costs

Definitions of some of the items of direct and field indirect costs are set forth below and shall not be included in the construction services fee submitted by the CMGC Contractor:

- Labor: Includes wages and add-ons including overtime, vacation pay, and all fringe payments such as health and welfare, pensions, and any other that may be included in union agreement or as paid to both craft and staff employees. Payroll insurance including Worker's Compensation and General Liability if based on labor amounts. Payroll taxes including FICA and State and Federal unemployment.
- Permanent Materials: Includes the cost of materials incorporated into the Work. To include estimated loss, waste, and non-pay overruns. Sales tax and any shipping for these materials will be a part of this category.
- Construction Expendable Materials: Includes non-permanent materials, temporary facilities, small tools, formwork, temporary construction, office supplies, services, insurance, and taxes.

- Equipment Ownership: Includes rental or ownership charge of both company-owned and outside rentals and sales tax on any rentals.
- Equipment Operating Expense: Includes repair parts, tires and tracks, CMGC Contractor's repair labor, services and fuel, oil and grease.
- Subcontract: Cost of Items of work subcontracted including contracted trucking.

EXHIBIT 4 – CONSTRUCTION SERVICES FEE PROPOSAL FORM

The RFP consists of the following form that will be submitted by the apparent successful proposer, within five (5) business days of notification of selection, along with a detailed breakdown of the items that are included in the proposed construction services fee:

- Construction Services Fee Proposal Form

CONSTRUCTION SERVICES FEE PROPOSAL FORM

Proposers, please read the following carefully before preparing this Construction Services Fee Proposal Form:

The Construction Services Fee Proposal Form will not be submitted or scored as part of the RFP. The apparent successful Proposer shall propose fixed construction services fee to be applied to the total construction cost to arrive at the overall bid price for the work. It will also be applied to the total construction cost for OPCCs. The construction services fee will be submitted to the MnDOT Project Director at the initial preconstruction services negotiation meeting, as noted in Section 6.1. The construction services fee is a fixed percentage that includes (1) profit and (2) the portion of home office overhead (G&A) allocated to the Project. The construction services fee will exclude all costs for field indirect costs as defined in Exhibit 3.

A conditioned, qualified, or incomplete Construction Services Fee Proposal Form will not be accepted. The submission of this form is not a guarantee that MnDOT accepts the proposed Construction Services Fee. MnDOT reserves the right to negotiate a more competitive Construction Services Fee.

TRUNK HIGHWAY 53 RELOCATION, S.P. 6918-80 (TH 53)	
Construction Services Fee	
Construction Services Fee to be applied to the total construction cost	____._____%

Proposer's Team (Printed)

Project Principal's Name (Signed)

EXHIBIT 5 – PRECONSTRUCTION PRICE PROPOSAL

PROJECT: TH 53 Relocation Project

PROPOSER: _____

Instructions: Proposer shall identify the fully burdened hourly rates for the Project Manager, Construction Manager, and Lead Cost Estimator. Once completed, this form shall be submitted with the Proposal, as Appendix E, in a separate, sealed envelope as required by the RFP.

MnDOT will multiply the hourly rates of the Project Manager, Construction Manager, and Lead Cost Estimator by the estimated hours on this form to arrive at a Total Cost for the Preconstruction Price Proposal. The Total Cost for the Preconstruction Price Proposal will be evaluated as part of this RFP in accordance with Section 4.4.5.

The estimated hours shown in the table below represent only a conceptual estimate of the magnitude of expected hours. The successful proposer and MnDOT will refine the estimated hours and costs prior to executing the CMGC Professional/Technical Services Contract. Payment will be made on the actual number of hours worked.

KEY PERSONNEL OR RESOURCE STAFF	ESTIMATED HOURS	PROPOSED HOURLY RATE (\$)	COST (Rate x Hours = \$)
Project Manager	2000		
Construction Manager	1500		
Lead Cost Estimator	1250		
		TOTAL:	\$

ATTACHMENT 1

PROMPT PAYMENT

December 2002

NOTICE TO ALL BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

16A.1245 Prompt payment to subcontractors.

Each state agency contract must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1990 c 541 s 1

337.10 Building and construction contracts; prohibited provisions.

Subd. 3. Prompt payment to subcontractors. A building and construction contract shall be deemed to require the prime contractor and all subcontractors to promptly pay any subcontractor or material supplier contract within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney fees incurred in bringing the action. This subdivision does not apply to construction of or improvements to residential real estate as defined in section 326.83, subdivision 17, or to construction of or improvements to attached single-family dwellings, if those dwellings are used for residential purposes and have fewer than 13 units per structure.

HIST: 1997 c 127 s 1; 1998 c 289 s 1,2; 1999 c 116 s 2

ATTACHMENT 2

BID RIGGING

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

ATTACHMENT 3

SUSPENSIONS/DEBARMENTS

PAGE 1 OF 3

NOTICE TO ALL BIDDERS

DEPARTMENT OF TRANSPORTATION

NOTICE OF SUSPENSION

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be suspended effective July 8, 2014:

- Marlin Dahl, Granada, MN
- Dahl Trucking, Elmore MN
- Elmore Truck and Trailer, Inc., Elmore, MN

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective May 6, 2013 until May 6, 2016:

- Gary Francis Bauerly and his affiliates, Rice, MN
- Gary Bauerly, LLC and its affiliates, Rice, MN
- Watab Hauling Co. and its affiliates, Rice, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective September 17, 2014 until September 17, 2017:

- Jeffrey Plzak and his affiliates, Loretto, MN
- Laurie Plzak and her affiliates, Loretto, MN
- Honda Electric Incorporated and its affiliates, Loretto, MN
- Jeffrey and Laurie Plzak doing business as Honda Electric Logistics, and its affiliates, Loretto, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including:

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

September 26, 2014

PAGE 2 OF 3

DEPARTMENT OF ADMINISTRATION

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract:

NAME	DATE OF SUSPENSION
Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	July 18, 2014 through January 17, 2015
Ramco Heating and Air Conditioning Mark and Cheryl Ramquist 605 Ash Street Downing, WI 54734	August 6, 2014 through February 6, 2015
St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	August 19, 2014 through February 19, 2015
TMS Companies Todd M. Schmidt 5990 Meadowlark Lane Prior Lake, MN 55372	August 19, 2014 through February 19, 2015
NAME	DATE OF DEBARMENT
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
Bull Dog Leasing, Inc. Marlin Louis Danner 7854 Danner Court Inver Grove Heights, MN 55076	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug. 19, 2014 through Aug. 19, 2017 (eligible for reinstatement on Aug. 19, 2018)
Danner Family Ltd. Partnership Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)

NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS

September 26, 2014

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Danner, Inc. Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Ell-Z Trucking, Inc. Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug. 19, 2014 through Aug. 19, 2017 (eligible for reinstatement on Aug. 19, 2018)
Franklin Drywall, Inc. Philip Joseph Franklin 43279 Fieldsview Court Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Master Drywall, Inc. Philip Joseph Franklin 43279 Fieldsview Court. Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <http://sam.gov>.

Form 1

INFORMATION ABOUT PROPOSER ORGANIZATION

1.0 Name of Proposer: _____

2.0 Type of entity: _____

3.0 Proposer's address: _____

Telephone

Facsimile

4.0 How many years has Proposer and each member, partner, or joint venturer of Proposer been in its current line of business?

Proposer: _____

_____: _____

_____: _____

_____: _____

_____: _____

5.0 How many years has Proposer and each member, partner or joint venturer of Proposer been in business under its present name?

Proposer: _____

_____: _____

_____: _____

_____: _____

_____: _____

Form 1

6.0 Under what other or former names has Proposer and each member, partner or joint venturer of Proposer operated?

Proposer: _____
_____: _____
_____: _____
_____: _____
_____: _____

7.0 If Proposer (or any member, partner or joint venturer of Proposer) is a corporation or includes a corporation as a joint venturer, partner or member, answer the following (copy this page if necessary for multiple corporations):

7.1 Name of corporation: _____
7.2 Relationship of corporation to Proposer: _____
7.3 Date of incorporation: _____
7.4 State of incorporation: _____
7.5 President's name: _____
7.6 Vice president's name(s): _____

7.7 Secretary's name: _____
7.8 Treasurer's name: _____

8.0 If Proposer (or any member, partner or joint venturer of Proposer) is a partnership (including general partnerships, limited partnerships and limited liability partnerships) or includes a partnership as a joint venturer, partner or member, answer the following (copy this page if necessary for multiple partnerships):

8.1 Name of partnership: _____
8.2 Relationship of partnership to Proposer: _____
8.3 Date and state of formation of partnership: _____

Form 1

8.4 Full names and addresses of all partners (state whether general or limited partners):

9.0 If Proposer (or any member, partner or joint venturer of Proposer) is a joint venture or includes a joint venture as a joint venturer, partner or member, answer the following (copy this page if necessary for multiple joint ventures):

9.1 Name of venture: _____

9.2 Relationship of venture to Proposer: _____

9.3 Full names and addresses of all members (at all tiers):

10.0 If Proposer (or any member, partner or joint venturer of Proposer) is a limited liability company or includes a limited liability company as a joint venturer, partner or member, answer the following (copy this page if necessary for multiple companies):

10.1 Name of company: _____

10.2 Relationship of company to Proposer: _____

10.3 Date of organization: _____

10.4 State of organization: _____

10.5 President's name: _____

10.6 Vice president's name(s): _____

10.7 Secretary's name: _____

10.8 Treasurer's name: _____

Form 1

11.0 If Proposer (or any member, partner or joint venturer of Proposer) is an individual or an entity other than a corporation, partnership, limited liability company or joint venture, **include copies of organizational documents for all tiers certified by an appropriate individual** and describe such person or entity and name all principals (copy this page if necessary for multiple entities):

12.0 Proposer shall review its SOQ previously submitted to MnDOT and list below any new or changed information. If Proposer's organization has changed since submission of its SOQ, specifically describe such changes, and include a copy of the Commissioner's approval letter(s) (see RFP Section 1.6). Except as updated by the following information, Proposer's SOQ is hereby incorporated as if set forth in full and Proposer represents and warrants to MnDOT that the information set forth in the SOQ, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information. Attach separate sheets if necessary.

13.0 Within the last five years, has Proposer or any member, partner or joint venturer of Proposer ever failed to comply with the requirements of regulatory agency permits? If so, note when, where and why (and specify which entity was involved).

Form 2

**RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT
QUESTIONNAIRE**

Proposer Name: _____

1. Questions

Proposer shall respond either “yes” or “no” to each of the following questions. If Proposer’s response is “yes” to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. With respect to Proposer, the term “affiliate” shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of Proposer or any such entity which owns a substantial interest in or is owned in common with Proposer or any of its members, joint venturers or partners, or any such entity in which Proposer or any of its members, joint venturers or partners own a substantial interest. With respect to a Major Participant, the term “affiliate” shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the Major Participant or any such entity which owns a substantial interest in or is owned in common with the Major Participant or any of its members, joint venturers or partners, or any such entity in which the Major Participant or any of its members, joint venturers or partners own a substantial interest.

Within the past ten years, has Proposer, any affiliate of Proposer, any officer, director, responsible managing officer or responsible managing employee of proposer who has a proprietary interest in proposer, any Major Participant, any affiliate of the Major Participant, any officer, director, responsible managing officer or responsible managing employee of the Major Participant:

- a) Been disqualified, debarred, removed or otherwise prevented from bidding or proposing on or completing a federal, state or local contract anywhere in the United States or any other country?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

Form 2

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes __ No __

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Minnesota governmental agency to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Minnesota law.

If yes, please explain the circumstances. If no, so state.

Yes __ No __

- f) Been found, adjudicated, or determined by any state court, state administrative agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

Form 2

- h) Been assessed liquidated or other damages, monetary deductions, disincentives or penalties in excess of \$50,000 (aggregate for the contract) for failure to complete any contract or intermediate completion deadline on time?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

- i) Is actively undergoing a merger, acquisition, sale, or bankruptcy filing?

If yes, please explain the circumstances. If no, so state.

Yes __ No __

Explain the circumstances underlying any “yes” answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Minnesota that the foregoing declaration is true, correct and accurate. Executed _____, 20____.

(Signature)

(Name Printed)

(Title)

Form 3

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proposer'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.

In addition, MnDOT has developed a policy regarding conflict of interest related to CMGC projects. A copy of this policy is posted on MnDOT's CMGC website: <http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html>

1. Organizational Conflict of Interest Policy

MnDOT may disqualify Proposer if any of its Major Participants belong to more than one Proposer organization. If any Major Participants of different Proposer organizations belong to the same parent company, each Proposer must describe how the participants have avoided conflicts of interest during the procurement phase of the Project.

The Proposer is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to MnDOT Consultant/Technical Support firms listed in Section 1.2.

Proposer agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MnDOT that must include a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MnDOT may, at its discretion, cancel the Contract. If Proposer was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MnDOT may terminate the Contract for default.

2. Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of Proposer's team (including Proposer, Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFP.

Proposer shall disclose: (a) any current contractual relationships with MnDOT (by identifying the MnDOT contract number, project manager, and project description); (b) present or planned contractual or employment relationships with any current MnDOT employee; (c) conflicts or potential conflicts as described in MnDOT's Design-Build Approach to Conflict Management, and (d) any other circumstances that might be considered to create a financial interest in the contract for the Project by any current MnDOT employee if Proposer is awarded the contract.

Form 3

Proposer shall also disclose any current contractual relationships where Proposer is a joint venturer or partner with firms serving in any of the roles noted in MnDOT's policy regarding conflicts of interest on CMGC projects. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

3. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Form 3

Signature

Name

Title

Company Name

Form 4

STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

If your response to an RFP is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance, if necessary. It is your sole responsibility to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – FOR COMPANIES WHICH HAVE EMPLOYED MORE THAN 40 FULL-TIME EMPLOYEES WITHIN MINNESOTA ON ANY SINGLE WORKING DAY DURING THE PREVIOUS 12 MONTHS. ALL OTHER COMPANIES PROCEED TO BOX B.

Your proposal will be rejected unless your business:

- Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the proposals are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your Certification with your proposal**
- We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to BOX C.**
- We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our proposal will be rejected. **Proceed to BOX C.** Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans approved by the Federal Government, a county, or a municipality must still be received, reviewed and approved by the MDHR before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For ALL companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail: The Freeman Building, 625 Roberts Street North TC Metro: 651-296-5663 Toll Free: 800-657-3704
St. Paul, Minnesota 55155
Web: www.humanrights.state.mn.us Fax: 651-296-9042 TTY: 651-296-1283
Email: compliance.mdhr@state.mn.us

Form 5

AFFIDAVIT OF NON-COLLUSION

Instructions: Please return your completed form as part of your proposal.

I swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached proposal submitted in response to the **Trunk Highway 53, Highway 53 Relocation CMGC Project, S.P. 6918-80 (TH 53)** RFP has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the RFP, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the responder, or its employees or agents, to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Responders Firm Name: _____

Print Authorized Representative Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, 20____

Notary Public Signature

Commission Expires