CMGC Bid Validation Process

Introduction and Purpose of this Document

The purpose of this document is to outline MnDOT’s processes for validating the CMGC’s cost proposal (hereafter referred to as a ‘bid’) for construction. This document also outlines processes in preparation of the CMGC’s bid, typically following the 90% OPCC reconciliation meeting, and the award and execution of a construction contract if the bid is determined to be acceptable. The bid submitted by the CMGC Contractor is preceded by interim pricing milestones, or Opinions of Probable Construction Cost (OPCC), as outlined in the CMGC Interim Pricing (OPCC) Milestone Process paper. The processes outlined in this document reflect successful CMGC practices used by highway agencies throughout the country combined with input from local FHWA, MnDOT, and Minnesota AGC/ACEC representatives. This document will be updated periodically and may evolve over time based on lessons learned in delivering CMGC projects.

Task 1A: Prepare Plan Package

When the design is nearly complete for the project or work package (see Severable Work Package Process), the Design Engineer prepares the Plan Package that the CMGC Contractor is requested to prepare a bid for. The Plan Package is provided to the PM who then distributes it to the CMGC Contractor, Estimating Engineer (EE) and the Independent Cost Estimator (ICE) for review and comment prior to submitting the Plan Package to the MnDOT Pre-Letting Unit. Plans and specifications are developed to a sufficient level of detail to represent the work scope and present a clear and complete representation of the work to be bid. Early review and discussion identifies areas where additional detail or clarification is needed to allow the CMGC Contractor to construct the project and/or MnDOT representatives to inspect the work. It is expected that significant changes, addenda or changing bid dates will not be necessary once the project documents are issued for bid. The PM will coordinate with the MnDOT Pre-Letting Engineer, FHWA (if federal oversight) and the MnDOT CMGC Program Manager (hereafter referred to as CMGC PM) to establish the level of design plan development to be progressed on the CMGC project. The lower the level of design plan development that is anticipated, the earlier the coordination should occur in the design phase.

The Plan Package should contain plans and/or specifications that include bid items with units of measurement, quantities, and measurement and payment definitions. The Plan Package will include all title sheet sign-offs similar to a DBB plan set. CMGC plans may differ from typical plans submitted under DBB contracting in two significant ways. First, the plans will contain all required information necessary for the CMGC Contractor to bid the work, but may not be developed to the traditional DBB 100% plan development stage. Second, the plans may contain customized sheets that reflect input
from the CMGC Project Team and the Independent Cost Estimator (ICE). The Project Team is composed of MnDOT, the Design Engineer, and the CMGC Contractor.

DBE/Vet/TGB Goals: The Plan Package will include the DBE/Vet/TGB goals for the work that is being bid. The DBE/Vet/TGB goals will be established by MnDOT’s Office of Civil Rights (OCR) prior to issuing the Plan Package.

Task 1B: Finalize Cost Model, Assumptions, and Baseline Schedule

The CMGC Contractor finalizes their cost model to document the means, methods, assumptions, and risks that will be used to bid the work. The CMGC Contractor submits a narrative summarizing the cost model to the PM, CMGC PM, ICE, and Estimating Engineer at least one week prior to the bid date. If applicable, the cost model narrative should include the proposed distribution of field indirect costs across the bid items. Pricing specific data that is considered proprietary (but may not ultimately be proprietary) by the CMGC Contractor should be omitted from the cost model narrative; however, this information is still expected to be available to MnDOT and the estimating parties for “over the shoulder or open book” reviews during the final price reconciliation meetings, if they become necessary.

Task 1C: Submit Plan Package to MnDOT Pre-Letting Unit

Following the review and incorporation of any comments or revisions from the Project Team, the Plan Package is submitted to the MnDOT Pre-Letting Unit by the PM or Design Engineer in accordance with the MnDOT process used to advertise projects in DBB contracting.

The MnDOT Pre-Letting Unit will review the Plan Package submittal and prepare a project proposal, including applicable specifications typically inserted by them for DBB contracting, for the Issue for Bid (IFB) Package. The Estimating Engineer will prepare the official Engineer’s Estimate for MnDOT. The Engineer’s Estimate is prepared using a “bottom-up”, production-based, contractor-style estimating methodology using heavy civil estimating software – as is done for the OPCC estimates. Although the estimate is prepared using a “bottom-up” approach, final costs are rolled up into unit costs or lump sum items as noted in the Plan Package. It should be noted that the Engineer’s Estimate is not made available to anyone except the CMGC PM until the Estimating Engineer has performed his/her initial bid analysis as noted in Task 4. If the project has federal oversight, the MnDOT Pre-Letting Unit will submit the IFB Package, including the Engineer’s Estimate, to the FHWA for final review and approval prior to distributing to the CMGC Contractor and ICE. It should be noted that the FHWA’s construction authorization does not take place until after MnDOT deems the CMGC Contractor’s bid or cost proposal to be acceptable.
Task 2: Issue For Bid (IFB)

The MnDOT Pre-Letting Unit will prepare the IFB Package and provide them in electronic format to the CMGC Contractor and ICE. The ICE and the CMGC Contractor's bid shall be prepared independently using a “bottom-up”, production-based, contractor-style estimating methodology using heavy civil estimating software – as is done for the OPCC estimates. Although the ICE and the CMGC Contractor's bid are prepared using a “bottom-up” approach, final costs provided to MnDOT should be rolled up into unit cost or lump sum items as noted in the IFB Package. A) Contractor Bid Proposal: The CMGC Contractor prepares their bid for the work. The CMGC Contractor's bid may be viewed by the PM, CMGC PM, ICE, and Estimating Engineer.

A) B) Independent Cost Estimate: The ICE prepares their estimate for the work. The ICE is made available to the PM, CMGC PM, and Estimating Engineer at the time of bid. The ICE is not made available to the CMGC Contractor at the time of bid.

Task 3: Submit CMGC Bid and ICE to MnDOT

The CMGC Contractor and the ICE will independently enter their bid/estimate into the electronic bid file and submit the file to the MnDOT Contracts and Lettings Supervisor on or before the bid date/time. The CMGC Contractor submits the electronic bid file on a disc or flash drive (not by email). Once MnDOT receives the CMGC Contractor’s bid and the ICE, the MnDOT Office of Construction and Innovative Contracting (OCIC) prepares the bid abstract and audits the bid documents. The bid abstract, which contains the Engineer’s Estimate, ICE, and CMGC Contractor’s bid, is then forwarded to the CMGC PM and Estimating Engineer. The Estimating Engineer will provide a copy of the bid abstract to the FHWA for projects with federal oversight. The CMGC PM provides a copy of the bid abstract, minus the Engineer’s Estimate, to the PM and the ICE.

Task 4: Bid analysis and recommendation to accept bid

1. The ICE reviews the CMGC Contractor’s bid for reasonable conformance to their estimate. This includes a line-by-line comparison to identify specific items that may be out of tolerance.

   a. If the Price Proposal is within the available project budget and within 10% of the ICE, no justification to award the project is required if no other irregularities exist, per MnDOT Standard Specification 1207.

   b. If the Price Proposal is more than 10% over or less than 90% of the ICE, or the bid contains irregularities, per MnDOT Standard Specification 1207, the ICE will prepare a letter describing
their findings and provide a copy of the letter to the CMGC PM who will then distribute the letter to the PM, Estimating Engineer, and MnDOT Management.

2. The Estimating Engineer reviews the CMGC Contractor’s bid for reasonable conformance to the Engineer’s Estimate. This includes a line-by-line comparison to identify specific items that may be out of tolerance. The Estimating Engineer may review or consult with the ICE to help support their analysis of the CMGC Contractor’s bid with the Engineer’s Estimate.

   a. If the Price Proposal is within the available project budget and within 10% of the Engineer’s Estimate, no justification to award the project is required if no other irregularities exist, per MnDOT Standard Specification 1207.

   b. If the Price Proposal is more than 10% over or less than 90% of the Engineer’s Estimate, or the bid contains irregularities per MnDOT Standard Specification 1207, the Estimating Engineer will prepare a letter describing their findings and provide a copy of the letter to the PM, CMGC PM, and MnDOT Management.

For projects with federal oversight, the FHWA will review the bid abstract and provide the Estimating Engineer with any questions or concerns they have.

**Task 4A: Bid Analysis Meeting**

Following the bid analyses in Task 4, the CMGC PM meets with the ICE, Estimating Engineer and PM. The purpose of the meeting is to allow the ICE and Estimating Engineer to discuss their findings and attempt to resolve any inconsistencies with their findings prior to providing them to MnDOT Management. A summary of the findings and any inconsistencies considered significant to the acceptability of the bid will be documented by the CMGC PM in a memo. If justification to award or not award a contract is required, letter(s) from the ICE and/or Estimating Engineer with their findings will be enclosed with the memo. For projects with federal oversight, the memo, and the letter(s) from the ICE and/or Estimating Engineer, will be provided to the FHWA for comment prior to presenting to MnDOT Management. The PM shall be present at the meeting to hear the discussion and answer any questions as requested.

**Task 4B: Bid Analyses findings presented to MnDOT Management**

The CMGC PM will schedule a meeting with the MnDOT Management, PM, Estimating Engineer, and ICE. At the meeting, the findings from the bid analyses will be presented to MnDOT Management and each respective party will be allowed to provide a recommendation as to the acceptability of the CMGC Contractor's bid. MnDOT Management may ask questions as needed to make a determination whether to accept the bid. In the event the PM obtained a Project Target Price (PTP) from the CMGC Contractor prior to bid, the PM shall notify MnDOT Management whether the PTP and the bid for the early work
package indicate that the overall scope of work is within budget prior to accepting the bid. See Severable Work Package process for more information regarding obtaining a PTP.

Prior to MnDOT Management making a formal determination to accept or ‘not accept’ the CMGC Contractor’s bid, MnDOT Management will consult with the Oversight Review Committee. The Oversight Review Committee includes the Operations Division Director, Engineering Services Division Director, and the Chief Engineer. The formal determination and justification to accept or ‘not accept the CMGC Contractor’s bid will then be documented by the OPMTS Director and enclosed with the final bid analysis findings.

- If MnDOT Management determines that the bid is acceptable, MnDOT will proceed with awarding the construction contract in accordance with Task 8 or requesting construction authorization from the FHWA if the project has federal oversight. For projects with federal oversight, the request for construction authorization from the FHWA does not take place until after MnDOT has deemed the CMGC Contractor’s bid to be acceptable. Therefore, prior to requesting concurrence in the award of the project, the request for construction authorization, along with the bid abstract for the acceptable bid, shall be submitted to the FHWA by the MnDOT Pre-Letting Engineer or the MnDOT OCIC Director.
- If MnDOT Management deems the bid ‘not acceptable’, the OCIC will then notify the CMGC Contractor and the FHWA that the bid is not acceptable. If the bid is deemed ‘not acceptable’ because of the total cost, the bid will be rejected. If federal oversight, the OCIC will request that the FHWA concur in the rejection of the CMGC Contractor’s bid. The Project Team and ICE shall proceed to Task 5 and attempt to reconcile the bid.

Task 5: Bid Reconciliation

If the CMGC Contractor’s bid is not acceptable, they will be allowed an opportunity to reconcile their bid with MnDOT and rebid the work. The CMGC PM will prepare a variance report for the bid and provide it to the PM, Estimating Engineer, ICE, and CMGC Contractor for use in the bid reconciliation. The variance report identifies all bid items where variance between the CMGC Contractor’s bid and the ICE and Engineer’s Estimate is greater than 10%. The variance report will also inform the Project Team if the overall bid exceeds the ICE and Engineer’s Estimate by more than 10%. The individual unit prices and total price for the ICE and Engineer's Estimate will be hidden or blind from the CMGC Contractor until after execution of a contract. Following the issuance of the variance report, the PM schedules a meeting with the CMGC Contractor, Estimating Engineer, ICE, and CMGC PM to reconcile bid irregularities and/or pricing differences for items, or groups of items, varying by more than 10%, as noted on the variance report. Bid items that are considered insignificant to the overall
cost of the project will be reviewed if necessary. The ICE and Estimating Engineer will be present at
the reconciliation meeting(s) to hear the discussion and ask questions as needed for clarification. The
discussions at the meeting should focus on bidding assumptions, risk assignment, and any other
factors that may be contributing to significant variations between the CMGC Contractor’s bid and the
ICE and/or Engineer’s Estimate. It is the responsibility of the PM and CMGC PM to help ensure the
ICE and the Estimating Engineer remain independent during reconciliation meetings. For projects
with federal oversight, the FHWA will be invited to attend and oversee the reconciliation process.

It should be noted that if the bid was not acceptable due to irregularities (such as unbalanced unit
prices), per MnDOT Standard Specification 1207, the PM may forego a reconciliation meeting that
attempts to reconcile all items, or groups of items, that differ by more than 10%. The PM may focus
the reconciliation meeting on bringing the irregularities to the CMGC Contractor’s attention so that
they may rebid in conformance with MnDOT Standard Specification 1207. The CMGC PM shall
attend these meetings. The Estimating Engineer and ICE will attend as requested by the PM.

**Open Book Process:** As part of the CMGC open book estimating environment during the
reconciliation process, MnDOT may ask the CMGC Contractor to “share” or review with them certain
materials containing information that clarifies how the proposed pricing was derived in order to help
reconcile differences between the CMGC Contractor’s bid and the ICE and Engineer’s Estimate. All
materials of this nature will be reviewed in an over-the-shoulder or open-book format and remain in
the possession of the CMGC Contractor unless the CMGC Contractor agrees to release it to MnDOT.

_Please note that MnDOT may not retain a copy of these materials, either electronic or in hard copy._

Price reconciliation meetings will be limited to key MnDOT project management staff and estimating staff
that are directly reconciling differences between the CMGC Contractor’s bid and the ICE and
Engineer’s Estimate. Key FHWA staff may attend for projects with federal oversight.

It may become clear during the reconciliation process that revisions to the IFB Package are needed.
In these instances, the PM shall consult with the CMGC PM, Pre-Letting Engineer, MnDOT
Management, and, if applicable, the FHWA to discuss the proposed revisions prior to taking any
action.

The CMGC Contractor will be allowed up to two attempts to bid the work, an initial bid and a rebid
following the reconciliation. If after the second bid, the CMGC Contractor’s bid is not acceptable,
MnDOT may attempt to negotiate an acceptable bid with the CMGC Contractor prior to terminating
the CMGC contract. In these instances, the PM shall consult with the CMGC PM, MnDOT
Management, and, if applicable, the FHWA to discuss any proposed negotiations prior to taking such
action.
Task 6A, 6B, 6C: Adjust Cost Model and Schedule & Resubmit Pricing

If reconciliation appears possible, the PM submits a request for a new letting date to the MnDOT Pre-letting Engineer. The CMGC Contractor adjusts their cost model and schedule and revises and resubmits their bid to MnDOT in accordance with Task 3. The cost model narrative is revised and resubmitted to the PM, ICE and Estimating Engineer and documented in the project file. During the reconciliation process, it may be necessary for the ICE and/or the Estimating Engineer to adjust their estimate. After the CMGC Contractor rebids the work, the process for analyzing the bid and determining award is repeated, beginning with Task 4.

Task 7: Reconciliation Not Possible

If reconciliation is not possible or negotiations do not result in an acceptable bid following the rebid (2nd bid), the PM may recommend to the CMGC PM and MnDOT Management that the CMGC process is terminated without penalty or payment (except payment for previously performed preconstruction services), so MnDOT can procure the project/work package through some other method per the requirements of Subdivision 3, paragraph “b” of the statute. In the event MnDOT terminates the CMGC process, the FHWA will be notified by the CMGC PM. If there are multiple work packages or contracts, the CMGC Contractor is allowed to continue work on any contracts that were previously awarded. In the event of termination, MnDOT may use other contract procurement processes or may advertise the construction manager/general contractor contract. Per Minnesota Statute 161.3209, Subdivision 3b, the CMGC Contractor is allowed to bid or propose on the project/work package if advertised under MN Statute 161.32 or 161.3206 or join a design-build team if advertised under MN Statute 161.3410 to 161.3428. Also, per the State Statute, MnDOT shall provide to all bidders or design-build teams, all data shared between the MnDOT and the CMGC during the contract negotiations.

The P/T Services contract should include an appropriate termination clause that allows MnDOT to terminate the contract in the event that MnDOT and the CMGC Contractor are unable to agree upon pricing in accordance with the process described above.

Task 8: Construction Authorization and Contract Award

Construction Authorization

If the project or work package has federal oversight, the MnDOT Pre-Letting Engineer or MnDOT OCIC Director will submit a Request for Construction Authorization and Bid Analysis Findings to the FHWA once MnDOT has deemed the CMGC Contractor’s bid to be acceptable. The FHWA’s
Construction Authorization must occur prior to submitting a Request for Concurrence in Award to the FHWA.

**Contract Award**

The following process outlines the steps required to award a contract.

1. On federal Projects of Division Interest, OCIC Contracts and Lettings Supervisor will compose the FHWA Concurrence Request Letter and compile the supporting documents as outlined below:
   a. Concurrence Request Letter
   b. Abstract
   c. Addenda (if any)
   d. Bid Analysis Findings
   e. Bridge Office Memo (if applicable)
   f. District Memo
   g. OCR Clearance (sheet and memos)

2. The Utilities Engineer will provide the CLS with any Master Utility agreements.

3. The CLS will obtain clearances regarding right-of-way, permits, utility agreements, and municipal agreements from the Office of Land Management.

4. The CLS will make award to the CMGC Contractor after the CLS has obtained FHWA concurrence (if applicable). The CLS will notify the CMGC PM of the contract award.

If MnDOT awards a construction contract to the CMGC Contractor, the CMGC Contractor will then submit a cost and resource loaded CPM schedule for the work and MnDOT will proceed with the preparation of the construction contract, as is typical for design-bid-build contracts, based on the CMGC Contractor's bid.

**Task 9: Approve Contract and Notice to Proceed**

1. The CMGC Contractor returns contract documents to the CLS. CLS reviews contract package for form and execution and holds package until all approval clearances have been met. When all approval clearances have been met, CLS signs the contract and bond, and forwards the package to Finance for signature and verification of encumbrance.
2. Finance delivers contract package to Contract Management Director.

3. Contract Management Director coordinates signatures from the Department of Administration and returns executed contract package to CLS.

4. CLS issues approval letter to CMGC Contractor and copies PM, CMGC PM, District Engineer, etc.

5. The OCIC posts the bid abstract, including the ICE, immediately after contract approval.

**Escrow Proposal Documents (if applicable)**

1. OCIC Estimators coordinate the review of Escrow Proposal Documents (EPD) with the CMGC Contractor

2. OCIC Estimators deliver EPD to CLS for storage during the life of the project.
Figure 1: CMGC Bid Validation Process

1A Prepare Plan Package

1B Finalize Cost Model, Assumptions, and Baseline Schedule

1C Submit Plan Package to MnDOT Pre-Letting (if federal oversight, CE submit to FHWA for approval)

1C Engineer’s Estimate

2A CMGC Prepares Bid Proposal

2B ICE Prepares Estimate

3 Submit CMGC Bid & ICE to MnDOT

4A Document Changes to Cost Model & Baseline Schedule

4B ICE & EE Adjust Estimates (at their discretion)

5 Bid Reconciliation

5A Bid Reconciliation

5B Reconciliation Possible?

5C CMGC Prepares Revised Bid

5D ICE & EE Adjust Estimates (at their discretion)

6A Document Changes to Cost Model & Baseline Schedule

6B ICE & EE Adjust Estimates (at their discretion)

6C CMGC Prepares Revised Bid

6D ICE & EE Adjust Estimates (at their discretion)

7 If reconciliation/negotiation is not possible, terminate CMGC contract

8 Bid Analysis by the ICE

8A Bid Analysis by the ICE

9 Bid Analysis Findings Presented to Management

10 Bid is Acceptable

11 Bid Reconciliation

12 Bid Reconciliation

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