NOTIFICATION TO PROPOSERS

Date: February 28, 2018

To: All RFP Recipients

Re: Changes from Draft RFP to Final RFP

This notification is provided by MnDOT to help Proposers identify what changed between the draft RFP (released on February 15, 2018) and the final RFP (released February 28, 2018). Changes to the draft RFP are identified below by Section. This document is intended only to assist Proposers in identifying the changes. Proposers are responsible for following the final RFP. In the event of any discrepancies between the text in this document and the final RFP, the final RFP will take precedence. MnDOT is not responsible for the Proposer’s failure to follow the final RFP requirements.
1 INTRODUCTION

1.1 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Minnesota Department of Transportation (MnDOT) to all firms and teams of firms (“Proposer”) interested in a Construction Manager General Contractor (CMGC) professional/technical services contract for the Interstate 35W Stormwater Storage Facility (SSF) project (the “Project”) located in Hennepin 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, and State and Local laws, rules, and 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.

1.3 PROJECT DESCRIPTION

The project is located in Hennepin County, Minnesota, within the City of Minneapolis. The Minnesota Department of Transportation (MnDOT) is planning to design and construct a deep underground stormwater storage facility adjacent to northbound I-35W in the east embankment between 39th Street and 42nd Street in Minneapolis, MN. I-35W near 42nd Street is a low point in the highway grade and is subject to flooding under certain precipitation events. Based on a recent study, the stormwater storage facility is expected to hold a minimum of 14 acre-feet of water for a 6-year, 24-hour storm event.

In March 2016, MnDOT evaluated the hydraulic feasibility of shallow storage options along southbound I-35W and in June 2016, MnDOT resumed hydraulic discussions for deep storage options along northbound I-35W. In July 2016, MnDOT began a deep storage geotechnical investigation to obtain relevant geological and groundwater information for this area. The east side of I-35W was selected in an attempt to stage the construction of this project with the current project on I-35W (State Project 2782-327). Four SSF design concepts have been developed, all of which include a weir structure on the east shoulder of I-35W that diverts high flow stormwater events to the large underground structures during flooding events. The design concepts include three gravity draining options that connect to the existing stormwater tunnel drop shaft located at 39th Street and one non-gravity draining option that requires the stormwater to be pumped back to the surface and into an existing 78” diameter shallow pipe.

The TH 35W Stormwater Storage Facility Proof of Concept Report (October 2017) is available electronically for review. The report includes evidence and supporting data on design concepts that may be feasible for construction. It also includes summary information for project requirements, minimum performance requirements, special project considerations, pre-construction permitting, preliminary geotechnical information, preliminary construction/performance requirements, subsurface considerations, and proof of concept information for the three vertical SSF options currently being considered. The addendum to the report includes the information on a fourth option, the linear tunnel.
In October/November 2017, MnDOT held a Cost Risk Assessment & Value Engineering (CRAVE) Study for this project. The primary objectives of this study were to verify or improve upon the various design concepts for the I-35W SSF project, evaluate the constructability for them, identify high risk areas for delivering the project, improve the value through innovations and perform a cost risk assessment of the design concepts. Several small modifications were thought to potentially work with the initial design concepts to improve the probability of meeting the project goals. A revised shallow storage option was also recommended, which created additional risks to the project and the local neighborhood.

Following the CRAVE Study, MnDOT eliminated the linear tunnel and revised shallow storage options from consideration. The following three design concepts, adapted from Table 6-1 of the Proof of Concept Report, are currently under consideration by MnDOT:

<table>
<thead>
<tr>
<th>PARAMETER</th>
<th>SSF CONCEPT 1</th>
<th>SSF CONCEPT 2</th>
<th>SSF CONCEPT 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operational Details</strong></td>
<td>Requires pump station</td>
<td>Gravity-draining, drains to MnDOT stormwater tunnel</td>
<td>Gravity-draining, drains to MnDOT stormwater tunnel</td>
</tr>
<tr>
<td><strong>Weir Outlet Pipe</strong></td>
<td>10 feet in diameter, 45 feet in length, 21 feet deep, located in glacial till.</td>
<td>10 feet in diameter, 45 feet in length, 21 feet deep, located in glacial till.</td>
<td>10 feet in diameter, 1130 feet in length, 27 feet deep, located in glacial till.</td>
</tr>
<tr>
<td><strong>Storage Structure</strong></td>
<td>14 acre-feet storage, Between 42nd &amp; 41st St., (6)-45 ft. diameter cells, 84 feet deep, Located in glacial till, Requires 30 ft. jet-grouting groundwater plug.</td>
<td>14 acre-feet storage, Between 42nd &amp; 41st St., (6)-45 ft. diameter cells, 84 feet deep, Located in glacial till, Requires 30 ft. jet-grouting groundwater plug.</td>
<td>14 acre-feet storage, Between 40th &amp; 39th St., (10)-45 ft. diameter cells, 66 feet deep, Extends through glacial till zone and founded in Platteville Limestone, Requires 10 ft. permeation grouting groundwater plug.</td>
</tr>
<tr>
<td><strong>Storage Structure Outlet Pipe</strong></td>
<td>Not included</td>
<td>Size &amp; material determined during final design, 1490 ft. in length, 89 ft. deep, Extends through glacial till and St. Peter Sandstone.</td>
<td>Size and material determined during final design, 270 ft. in length, 67-95 ft. deep, Extends through glacial till and St. Peter Sandstone.</td>
</tr>
<tr>
<td><strong>Access Shaft</strong></td>
<td>Not included</td>
<td>20 ft. in diameter; 94 ft. deep; Extends through glacial till, Platteville Limestone, and Glenwood Shale; Founded in St. Peter Sandstone</td>
<td>20 ft. in diameter; 94 ft. deep; Extends through glacial till, Platteville Limestone, and Glenwood Shale; Founded in St. Peter Sandstone</td>
</tr>
</tbody>
</table>

MnDOT has scheduled the construction of the deep stormwater storage facility under State Project (S.P.) No. 2782-347. The project is currently in the preliminary design phase. Additional geotechnical
investigation, optimization of the construction technique and detailed design of the stormwater storage facility will need to be determined with the final design. The final scope of work for all repair items will be determined in final design in coordination between MnDOT, MnDOT’s Design Consultant, and the CMGC Contractor. The preliminary scope of work, which is subject to change, is as follows:

- weir structure design complete and connection pipes to be installed under the I-35W Downtown to Crosstown Project, S.P. 2782-327;
- secant/diaphragm structural walls and bottom groundwater plug and floor;
- drainage pipe connections that may include tunneling/microtunneling;
- temporary/permanent shoring;
- dewatering;
- mass excavation;
- back-flow preventer (if gravity drained);
- storage facility covers and access hatches;
- permanent instrumentation and monitoring of storage facility water levels and deformation including connection to MnDOT’s Regional Transportation Management Center (RTMC) system;
- pumping system (if not gravity drained); and other minor work around the project area.

The project technical requirements must include:

- Provide a minimum of 14 acre feet of underground storage for a 6-year, 24-hour storm event.
- The weir structure connection to the storage facility must provide a minimum discharge capacity of 590 cubic feet per second (cfs) with a headwater elevation of 812 feet when there is 4.7 acre-feet of water in the storage facility.
- The storage facility must not fill with low flows, so that the full capacity of the chamber is available near the peak of the rainfall event.
- A backflow preventer must be provided if a gravity drained option is used.

MnDOT has selected the CMGC procurement method so that the Department can obtain construction and technical expertise from a Contractor during the pre-construction phase, with a particular focus on constructability, access, staging, and the associated risks, costs and schedules for options under consideration.

Reference and background materials for this project are available at the following project ftp site: 
ftp://ftp2.dot.state.mn.us/pub/outbound/MetroWatersEdge/SP2782-347%2035W%20Stormwater%20Storage%20Facility/

Additional information regarding MnDOT’s CMGC process can be found on MnDOT’s CMGC Website: 
http://www.dot.state.mn.us/const/tools/const-manager-general-contractor.html

Proposers are advised that reference materials are updated regularly, and Proposers are responsible for checking the websites for new or updated materials.

**Adjoining Project Description**

The I-35W Downtown to Crosstown project (S.P. 2782-327) provides for the reconstruction of I-35W between 42nd Street and I-94 in Minneapolis. S.P. 2782-327 is currently in the construction phase and is scheduled to be complete by the fall, 2021. Ames-Lunda-Shafer (ALS), a joint venture, is the prime contractor.
There are five construction stages anticipated for S.P. 2782-327. The last two stages (four and five), are anticipated to occur concurrently with, and adjacent to, the SSF construction.

The project website for S.P. 2782-327 contains more information about the project, including the construction staging: [http://www.dot.state.mn.us/35w94/](http://www.dot.state.mn.us/35w94/). In addition, the contract and staging plans for S.P. 2782-327 are available on the SSF ftp site: [ftp://ftp2.dot.state.mn.us/pub/outbound/MetroWatersEdge/SP2782-347%2035W%20Stormwater%20Storage%20Facility/](ftp://ftp2.dot.state.mn.us/pub/outbound/MetroWatersEdge/SP2782-347%2035W%20Stormwater%20Storage%20Facility/).

**Coordination between Projects**

It is expected that the CMGC process will help coordinate the construction of S.P. 2782-347 (I-35W SSF) with the construction of the adjoining project, S.P. 2782-327 (I-35W between 42nd Street and I-94), to minimize impacts to each project, the community, and the traveling public. Access to/from the SSF project site via I-35W and 2nd Avenue will likely be limited/restricted.

**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 preconstruction and construction phases for 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. 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 must 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 Manager 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.

**1.12 E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINNESOTA STATUTES §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](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.

I-35W SSF CMGC Project
1.18 CERTIFICATION OF NONDISCRIMINATION (IN ACCORDANCE WITH MINNESOTA STATUTES §16C.053)

The following term applies to any contract for which the value, including extensions, is $50,000 or more: Responders must certify that they do not engage in and have no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor’s business. For purposes of this section, “discrimination” includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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 ftp site referenced in Section 1.3.

<table>
<thead>
<tr>
<th>Table 2.1 - Procurement Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Letter of Interest (RFLOI)</td>
</tr>
<tr>
<td>Issue Draft CMGC RFP</td>
</tr>
<tr>
<td>Issue CMGC RFP</td>
</tr>
<tr>
<td>Project Informational Meeting</td>
</tr>
<tr>
<td>Deadline for Proposers to Submit Requests for Clarification on the RFP</td>
</tr>
<tr>
<td>Responses to Requests for Clarification on RFP Issued</td>
</tr>
<tr>
<td>Deadline for Proposers to Submit Proposal</td>
</tr>
<tr>
<td>Interviews</td>
</tr>
<tr>
<td>CMGC Contractor Selected</td>
</tr>
<tr>
<td>Notice to Proceed – P/T Services Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 2.2 - Preliminary Project Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kickoff Meeting</td>
</tr>
<tr>
<td>Event</td>
</tr>
<tr>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>Design Concept Selection</td>
</tr>
<tr>
<td>NEPA Complete</td>
</tr>
<tr>
<td>30% Design-Review/Cost Estimate/Schedule</td>
</tr>
<tr>
<td>60% Design Review/Cost Estimate/Schedule</td>
</tr>
<tr>
<td>90% Design Review/Cost Estimate/Schedule</td>
</tr>
<tr>
<td>Issue for Bid</td>
</tr>
<tr>
<td>Start Construction</td>
</tr>
<tr>
<td>Substantial Completion of the Overall Project</td>
</tr>
</tbody>
</table>
3.9.2 Protests Regarding Responsiveness

A Proposer may protest the results of the responsiveness 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 receipt of the detailing 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 no later than within five calendar days after the results of the CMGC evaluations are posted on MnDOT’s CMGC website. 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 154 calendar 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 154 calendar 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 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. 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 results of the CMGC evaluations are posted on MnDOT’s CMGC website. This timeline may be waived if all Proposers agree to such waiver.

4.2 DUE DATE, TIME, AND LOCATION

Proposals shall be hand delivered between 8:00 AM and 11:00 AM, Central Time, on the Proposal Due Date (identified in Section 2) to MnDOT as set forth below:

Kevin Hagness  
Minnesota Department of Transportation  
MS 680  
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.

4.4.4.1 Key Personnel (30 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:

- A description of the roles, responsibilities and authorities during the preconstruction and construction phases of the I-35W Stormwater Storage Facility project.

- A commitment of time and availability for each of the Key Personnel. Describe where each of the Key Personnel will be headquartered during the preconstruction and construction phases and identify any other commitments each of the Key Personnel have and how those will be managed to meet the commitments for this project.

- 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 and work history
  - Length of tenure with the Proposer
  - Relevant experience with similar projects

The resumes in Appendix C may be considered in the evaluation of the qualitative criteria identified in Section 4.4.4.

- A description of the relevance of the individual’s qualifications and experience, as noted in the resumes in Appendix C and experience table in Appendix B, to his/her identified role in the Project and describe why the experience and qualifications will provide value to the I-35W Stormwater Storage Facility project and meeting the stated Project Goals.

- A description of past relevant experience collaboratively working with owners and/or design firms, with a particular focus on improving constructability, managing risk, reducing cost, and optimizing the schedule for projects involving the construction of complex underground storage and/or drainage facilities.

- A description of specific related projects involving the construction of complex underground storage and/or drainage facilities, noting similarities in the scope of work (including depth of construction), site constraints, groundwater and geotechnical conditions, and climate conditions to the I-35W SSF project.

- Experience, if any, of the proposed Key Personnel successfully working together as an integrated team.

I-35W SSF CMGC Project
Key Personnel and their minimum qualifications are defined as follows:

**Project Manager** – This position is responsible for the CMGC Contractor’s overall management and coordination during the CMGC preconstruction and construction services phases of the project. This person will be the main point of communication to the Project Team.

- Must have recent experience as a project manager, including managing the construction of at least one project of similar scope and complexity (at least 10 years and at least one project constructing an complex underground storage and/or drainage facility in groundwater are preferred).
- Demonstrated relevant experience collaborating with project owners, designers, and stakeholders.
- Must have full responsibility for the prosecution of the work, act as a single point of contact for all matters, and have the authority to commit company and external resources for the success of the Project.

**Construction Manager** – This position is primarily responsible for the planning and execution of the construction work in the field. This position is expected to be an integrated member of the CMGC preconstruction team and attend project meetings where matters related to constructability, risk, schedule, and cost are discussed. This person is expected to be on site during the construction of the Project.

- Must have recent experience as a construction manager, including managing the construction of at least one project of similar scope and complexity (at least 10 years and at least one project constructing an complex underground storage and/or drainage facility in groundwater are preferred).
- Demonstrated relevant experience collaborating with project owners, designers, and stakeholders.
- Experienced with design plan constructability reviews.

**Lead Cost Estimator** – This position is responsible for overseeing the development of cost estimates for the Project. This person 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).

- Must have recent experience estimating and bidding construction projects of similar scope and complexity (at least 10 years and at least one project constructing an complex underground storage and/or drainage facility in groundwater are preferred).
• Demonstrated relevant experience collaborating with project owners, designers, and stakeholders.

**Groundwater Cutoff Specialist** - This position is expected to be an integrated member of the CMGC team during the preconstruction and construction phases of the project, providing expertise in the design and construction of groundwater cutoff methods. Examples of cutoff methods may include, but are not limited to, jet grouting and permeation grouting.

• Must have recent relevant experience with groundwater cutoff methods on projects of similar scope and complexity.
• Must have the authority to direct groundwater cutoff operations and must be physically on-site during groundwater cutoff work.
• Demonstrated relevant experience collaborating with project owners, designers, and stakeholders.

**Project Specialist(s)** – up to two other persons that the Proposer considers key to the success of the Project should be included.

The Key Personnel will be evaluated based on:

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

**4.4.4.5 Approach to Price and Subcontracting (12 points)**

To help assure MnDOT that they are receiving a fair price for construction and to maintain public trust and confidence in the CMGC process, the CMGC Contractor is expected to be open and transparent with their pricing. Openness and transparency alone, however, do not ensure a fair and reasonable price.

• Discuss your approach to providing open and transparent cost estimates/pricing.
• Describe Proposer’s approach to ensure that MnDOT receives a fair price for construction. Include a description of the major cost components (i.e., cost drivers) for the project and your approach to obtaining a fair price for these.
• Describe proposer’s approach to securing labor, particularly skilled labor, for this project. Will the proposer be seeking cost reimbursement for housing or travel for your labor force? If so, why and what value does that provide?
**Subcontractor Plan:** Pursuant to Minnesota Statute §161.3209, the CMGC Contractor has a minimum self-performance requirement of 30 percent.

- Describe Proposer’s plan and approach to subcontracting work for this project. Describe the scope of work your team intends to self-perform. Describe the role subcontractors will play on your team, including during the preconstruction phase, and what benefits they will provide to your team.

- Describe how subcontracting opportunities will be developed and advertised to the subcontracting community and how your Team will enhance Disadvantaged Business Enterprise (DBE) participation and Equal Employment Opportunities (EEO).

Proposer will be evaluated on:

- The approach to pricing/cost estimating demonstrates openness and transparency.

- The approach to price and securing labor demonstrates the ability to ensure a fair and reasonable price for the construction of this project.

- The value of the subcontractor approach and plan to meet or exceed the project goals and how well it ensures competitive subcontractor pricing and enhances DBE participation and EEO for the project.

### 5.2 PROPOSAL OPENINGS

Proposals will be opened *promptly* immediately after the Proposal Due Date.

### 5.5 MANDATORY TECHNICAL INTERVIEWS

#### 5.5.1 Use of Interviews in Evaluation Process

All Proposers will be required to attend a mandatory technical interview that is 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 Technical Review Committee (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

 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 April 25, 2018 and, if needed, April 26, 2018. 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 presentation (e.g. PowerPoint, poster boards) may be presented.

To schedule an interview time, Proposer’s shall request (via email) 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.

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 calendar 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 without the written approval of MnDOT. If the successful responder desires authority
from MnDOT to 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 calendar 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.