REQUEST FOR QUALIFICATIONS

International Bridge – North Terminus of I-75 Sault Ste. Marie Bearing & Rocker Link Replacements

Construction Manager / General Contractor (CMGC)

CS 17034; JN M00233

ISSUE DATE: June 26, 2015

STATEMENT OF QUALIFICATIONS
DUE DATE: July 30, 2015 at 4:00PM

~~Original Issue~~ Addendum #1 July 29, 2015, Section 2.5

MDOT
Michigan Department of Transportation

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SECTION 1: INTRODUCTION

The Michigan Department of Transportation (MDOT), International Bridge Administration, is accepting Statements of Qualifications (SOQ's) from entities (Submitters) interested in providing Construction Manager / General Contractor (CMGC) services for the replacement of bearings and rocker links on the International Bridge in Sault Ste. Marie.

MDOT staff, with the assistance of a design consultant, is in the process of preparing design plans. The design phase is currently 30% complete. MDOT will procure a separate Independent Cost Estimator (ICE), with whom MDOT and the CMGC will collaborate throughout the design phase of the Project. The CMGC is expected to perform the pre-construction services outlined in Section 3.2, and be responsible for the final construction of the project.

As the design nears completion, (approximately 70% to 90% final plans) the selected CMGC will prepare and submit a Construction Services Cost Proposal (CSCP) in accordance with Section 3.3 in order to begin final price negotiations. Subject to a successful price negotiation with MDOT, the CMGC will be awarded the construction portion of the project, responsible to complete the construction while directly performing at least 40 percent of the work. The remaining portion of work may be completed by subcontractors. If an acceptable Construction Services Cost Proposal cannot be reached, the project will be advertised following MDOT's normal design-bid-build process.

By submitting a Statement of Qualifications (SOQ), Submitters agree to be bound by the requirements outlined in this Request for Qualifications (RFQ), be held to any commitments made in a submitted SOQ and shall satisfy all requirements developed during the design phase of the Project. Failure of the Submitter to meet these requirements may result in rejection of the CMGC process, and the Project may be advertised following MDOT's normal design-bid-build process.
The bi-national Project will be funded with bridge toll revenue, thereby requiring the Submitter to adhere to all pertinent U.S. and Canadian federal, state, provincial, and local requirements, as applicable.

SECTION 2: PROJECT BACKGROUND

2.1 PROJECT INFORMATION

Control Section: 17034
Job Number: M00233

Replacement of 10 sliding plate bearings on the US truss arch, and 5 sliding plate bearings on the Canadian truss arch, replacement of two rocker link arms and pin connections on the south end of the US truss arch, miscellaneous steel repairs, painting and traffic control

The purpose of utilizing this innovative delivery method is to benefit the public and Project by mitigating risks associated with the scope, complex border issues, mobility and site access. The CMGC is expected to review and propose improvements to the design plans, review the project for cost saving solutions, perform constructability reviews, and provide input to maintaining traffic and staging based on their means and methods. MDOT desires the technical feasibility and

constructability of the project's design reviewed by an experienced contractor team familiar with bearing and rocker link arm replacements.

Based on the scope of the Project and the preliminary estimate, the Contractor (CMGC) must meet the following prequalification categories:

- 650 Fa or 650 Fb

Information and forms to become construction prequalified are located at:
http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_21545---,00.html

2.2 PROJECT MANAGER

Karl Hansen
International Bridge Administration
934 Bridge Plaza
Sault Ste. Marie, MI 49783
Phone: (906) 635-5255 Ext. 135
E-Mail: hansenk@Michigan.gov
All questions must be e-mailed to the Project Manager.

If requested, the MDOT Project Manager will provide copies of the available Project information. The available Project information is listed below, and will be placed on a CD and mailed to a Submitter upon request.

1. As-Built Plans
2. Current Design Plans and Specifications

2.3 PROJECT TEAM

The Project Team, as referenced herein, is composed of MDOT/IBA staff, MDOT's design consultant, the ICE, the CMGC, potentially key subcontractors to the CMGC, and any additional Project stakeholders.

2.4 PROJECT GOALS

The following project goals are expected to be incorporated into the construction phase of the project. Failure to address or determine the means to accomplish these goals during the pre-construction phase may lead to the Project being advertised by MDOT's traditional design-bid-build process instead of having the project constructed by the selected CMGC.

- Replace the sliding plate bearings and rocker link arms
- Maintain traffic flow through the construction zone at all times.
- Mitigation of potential construction issues related to work on an international bridge including border/customs concerns with entry and re-entry and wage rates.

- Complete the project prior to August 1, 2016

2.5 ANTICIPATED PROJECT SCHEDULE (Subject to Change)

Post RFQ	June 26, 2015
SOQ Due	~~July 30, 2015 4:00 PM EST~~ August 13, 2015 4:00 PM EST
Anticipated Notification of Selection of CMGC	Aug. 24, 2015
Pre-Construction Services Price Proposal Meeting	Aug. 27, 2015
Pre-Construction Services Fee Negotiation	Aug. 27 – Sept 3, 2015
Notice to Proceed/Award of Preconstruction Phase	Sept. 17, 2015
Development of Plans and Specifications	Current – Feb. 1, 2016
Submit CSCP	Feb. 1, 2016
Negotiate Final Price / CSCP	Feb. 1 - April 1, 2016
Construction Letting (if no final price agreement)	Aug. 1, 2016
Begin Construction	May, 1 2016*
Open Project to Traffic	Aug. 1, 2016
Complete Construction	Aug. 15, 2016

* Start date will be determined during the design phase of the project in order to meet the required completion dates, and is weather contingent.

SECTION 3: PROJECT SCOPE OF WORK

3.1 DESIGN RESPONSIBILITY

The CMGC is being selected early in the project to join the Project Team. The CMGC will not be expected to be the designer of record for the project, but is expected to provide the Project Team with construction expertise and technical experience to assist in project decision-making, ensure the technical challenges are addressed, and provide input on items affecting construction costs, schedule, constructability and market conditions. MDOT will authorize Hardesty & Handover to perform the design work.

3.2 PHASE 1 – PRE-CONSTRUCTION SERVICES

The CMGC 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. The Pre-Construction Services Fee is described in Section 7.1. The CMGC shall deliver pre-construction services by performing the following:

- Provide input on the bearing and link arm replacement/design and details developed by MDOT's design consultant. MDOT is looking for the CMGC's input on jacking procedures and methods for supporting the structure during the replacements. Additional compensation should not be expected if the supporting methods developed in conjunction with the CMGC fail.

- Review and analyze in-progress design plans and specifications and identify potential construction and constructability issues and risks for each to assist the Project Team in selecting the appropriate design for the Project.

- Review in-progress design plans and provide input and/or alternate design concepts and offer suggestions with respect to the means and methods, materials, innovations, maintaining traffic concepts, and construction sequencing to improve efficiency, cost effectiveness, completeness or clarity

- Review the project site with MDOT design and construction staff within 2 weeks of award of the preconstruction phase, and prior to the final plan review meeting.

- Provide input to the Project Team regarding current construction industry practices, labor market, and material and equipment availability.

- It is allowable to use subcontractors or design consultants to supplement pre-construction services in order to provide necessary expertise. The hours for the contractor's design consultant are expected to be limited. Critical or key subcontractor involvement is desired during the preconstruction phase.

- Notify the MDOT Project Manager, in writing, of all problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.

- Assist the MDOT Project Manager and design team in resolving problems, conflicts, and/or deficiencies identified during the review and evaluation of design drawings.

- Provide construction estimates, and supporting documentation if requested, when the plans are 50 percent complete, 75 percent complete and at the final cost negotiation stage. Unless otherwise approved by MDOT, the estimates will provide a unit price on standard MDOT pay items. If items of work cannot be estimated at these stages, provide a report of what the items are, the reasons a price cannot be estimated, and factors which will impact the item's pricing.

- Provide a written report of items MDOT should consider to improve any aspect of the project. At a minimum, the reports are to be submitted to the Project Manager after reviewing the 50% and 75% plans and specifications.

- Submittal of Shop Drawings: If approved by the MDOT Project Manager, the CMGC can provide shop drawings for review, comment and approval during the preconstruction phase.

- Develop a preliminary Schedule of Values. At a minimum, the Schedule of Values must incorporate the below items unless otherwise approved by MDOT. If proposed, other payment mechanisms will be considered for approval.

- Be described, in writing, with sufficient detail of the specific work included in the Schedule of Value Item and the limits of the Schedule of Value items so it can be accurately performed, tracked, invoiced and paid
- Identification of when payment can be requested and payment can be paid

Identify the estimated dollar value associated with the Schedule of Value Item

- Be able to be identified in a CPM Schedule

- Develop a preliminary CPM for the project after 75% plans are reviewed.

- Provide a final review and evaluation of the final plans and construction documents. Provide a written final review of the plans to demonstrate that the final plans, specifications, items of work, and quantities have been reviewed and are reasonable and accurate to complete the project.

- Provide staff to assist in the preconstruction phase that will be active and have a lead role in the field during construction.

- Work with MDOT to develop a communication plan within 7 days after the authorization to proceed with pre-construction services. The communication plan should clearly demonstrate how the CMGC and MDOT will work to convey information and establish a clear line of communication. The plan should also demonstrate how the CMGC and MDOT plan to include all parties with interest in the project, including, but not limited to Canadian officials, area maritime security stakeholders, the public, private utilities, and Businesses. The plan will serve as the baseline for communication and be followed for both the pre-construction services and services during construction.

- The CMGC should expect to attend at least 10 pre-construction coordination meetings with the Project Team. The expected meetings are as follows:
    - Project Kickoff meeting including review of the preliminary plans and estimate
    - Pre-Final Plan Review Meeting
    - Final Plan Review Meeting
    - Approximately 3 design review meetings. The design review meetings may be conducted by phone.
    - Final Price Negotiation Meetings

3.3 CONSTRUCTION SERVICES COST PROPOSAL

The CMGC shall submit a Construction Services Cost Proposal (CSCP) when the plans and construction documents are completed to a level sufficient enough to do so. All costs associated with developing and negotiating the CSCP is included in the Pre-Construction Service Fee. The CSCP can include three possible payment methods areas; a Guaranteed Maximum Price (GMP), Adjustable Work, and possibly Contingency items.

The GMP contains all items that will be paid based on an agreed upon unit price. The quantity of the work items included in the GMP may increase or decrease as the project is built, however, there will not be an increase in price to the GMP unless there is a scope change that significantly changes

the scope of work. The GMP will not be exceeded without approval from the MDOT Project Manager, and only by a written work order. All costs or expenses in excess of the GMP shall be borne by the CMGC, unless adjusted by a previously approved written work order.

Adjustable Work includes items of work that are paid based on an agreed upon unit price and actual quantities placed during construction. This work shall be used to mitigate significant risks that cannot be accurately quantified during the design.

Contingency items, if used, are used to compensate the contractor for items that cannot accurately be identified and quantified during the design phase.

The CMGC should expect several rounds of negotiations to arrive at an agreed upon Construction Services Cost Proposal. Negotiation meetings will primarily occur with staff from the CMGC, MDOT's Project Manager, MDOT Construction Engineer, MDOT Innovative Contracting Unit Staff Engineer, and FHWA Area Engineer. Additional people, including the ICE, may be brought into the negotiations if it is agreeable by the CMGC and MDOT.

The CSCP shall include:

- Adjustable Work that may be paid based on an agreed upon unit price and actual quantities.
- Guaranteed Maximum Price (GMP) proposal, including all overhead and profit considered within specified pay items; as well as any subcontracted work. Description of all other inclusions to, or exclusions from, the GMP, including all assumptions and clarifications
- Possible contingency items.
- Lump Sum item costs (i.e.: mobilization, minor traffic devices, etc.) shall be detailed and include breakouts of what the costs include. These breakouts shall detail the costs for the prime and sub-contractors (i.e.: personnel established, expenses, bonding amounts, etc.)
- Construction schedule showing the proposed start and finished dates and any significant milestones.
- Contractor Quality Control Plan.
- Clarification of understanding of the EPA/DEQ requirements including adherence to the soil erosion and sedimentation control plan requirements.
- Disadvantaged Business Enterprise (DBE) participation description, if participation is required.

The CMCG shall make available all cost and budget estimates, including bid documents and bidding software files to MDOT.

The CMGC is expected to solicit at least three bids on work that will be subcontracted.

If the MDOT Project Manager and the CMGC cannot agree on a Construction Services Cost Proposal, MDOT reserves the right to terminate the CMGC services without penalty or payment, except payment for Pre-Construction Services, and to proceed with traditional design-bid-build or other non-traditional delivery methods. Any information provided by the CMGC during the Pre-Construction phase will be used to develop the plans and specifications for the letting. Additional information such as meeting minutes, correspondence and other submittals provided during the development phase may be provided to bidders if a price cannot be reached.

3.4 PHASE 2 – CONSTRUCTION SERVICES

The CMGC shall, once the Construction Service Cost Proposal is approved:

- Construct, bid any remaining sub-contractor work, and manage all construction related contracts while meeting the DBE, if required, and other requirements.
- Execute the Quality Control Plan.
- Bond and insure the construction
- Address and adhere to all federal, state, and local permitting and environmental requirements.
- Maintain a safe clean and well organized work zone work site.
- Directly perform, with their own forces, the required percent of all construction work specified in Section 1, excluding any identified specialty items.
- Substantially complete the construction no later than August 1, 2016.
- In the event that the contract is terminated after the award of the construction phase to the CMGC, the termination procedures in the 2012 MDOT Standard Specifications for Construction shall be followed.

SECTION 4: TEAMING PARAMETERS

4.1 ORGANIZATIONAL CONFLICTS OF INTEREST

Organizational conflict of interest means that because of other activities or relationships with other persons or entities, an Organization:

- Is unable, or potentially unable, to render impartial assistance or advice to MDOT
- Is, or might be otherwise be, impaired in its objectivity in performing the contract work

- Has an unfair competitive advantage

Disclosure, evaluation, neutralization, and management of these conflicts and the appearance of conflicts, is in the interest of the public, MDOT, and the consultant and construction communities.

Submitters are required to disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present an organizational conflict of interest. Submitters shall state how their interest, activities, or relationships, or those of the chief executives, directors, key project personnel, or proposed Consultants may result, or could be viewed as, an organizational conflict of interest. Submit Conflict of Interest Statement (See Exhibit A) with the SOQ. It is recommended to contact the MDOT Project Manager immediately if a conflict of interest is found, or appears to be present, so a course of action can be determined with minimal impact to a Submitter.

If an Organizational Conflict of Interest is determined to exist, MDOT may, at its sole discretion: offer the Submitter the opportunity to avoid or neutralize the Organizational Conflict of Interest; disqualify the Submitter from participation; or, if award has already occurred, declare the Submitter nonresponsive and award the contract to the next highest scoring Submitter, or cancel the contract. If the Submitter was aware of an Organizational Conflict of Interest prior to award of a contract and did not disclose the conflict, MDOT may terminate the contract for default.

4.2 TEAM CONTINUITY AND CHANGES TO ORGANIZATION STRUCTURE

After submittal of a SOQ, Key Personnel may be not be removed, replaced, or added without the written approval of the MDOT Project Manager. It is expected that Key Personnel presented in the SOQ will be available for the duration of the project. Any changes to Key Personnel will require approval from the MDOT Project Manager and may result in termination of the contract.

To qualify for approval, the written request shall document that the proposed removal and replacement, or addition will be equal to or better qualified than the Key Personnel provided in the SOQ.

4.3 EQUAL EMPLOYMENT OPPORTUNITY

The Submitter will be required to follow both the State of Michigan and Federal Equal Employment Opportunity (EEO) policies.

4.4 DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of MDOT that Disadvantaged Business Enterprises (DBE), 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, MDOT will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be 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.

MDOT has established a DBE program in accordance with regulations of the DOT, 49 CFP Part 26.

It is the Submitter's responsibility to take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum possible opportunity to compete for and perform the contract. DBE requirements do not apply to Pre-Construction Services. Use of a DBE during Pre-Construction services does not apply towards required DBE Percentage.

Pre-Construction Phase DBE Percentage: 0%

Construction Phase DBE Percentage: 0%

SECTION 5: STATEMENT OF QUALIFICATION REQUIREMENTS

5.1 ACCEPTANCE OF EVALUATION PROCESS

A submission of a SOQ in response to this RFQ indicates the Submitter's acceptance of the evaluation process as detailed in Section 8 and the recognition that subjective judgments must be made by the Selection Committee during the evaluation process and in its final selection.

5.2 CLARIFICATIONS AND INTERPRETATIONS

5.2.1 Answers To Questions

Submitters are required to direct all contact and questions regarding this RFQ to the Project Manager listed in this RFQ. All requests must be submitted by e-mail only, no later than five (5) business days prior to the Statement of Qualification Due Date. Responses will be publicly posted on the Project Web Site located at www.michigan.gov/ic .

5.2.2 Clarifications Or Interpretations

Any clarifications or interpretations of this RFQ that affect or change its requirements will be issued by MDOT to the Project Web Site in the form of addenda, response to questions, or meeting notes. Interpretations or clarifications in any other form, including oral statements, will not be binding on MDOT and should not be relied upon in preparing the SOQ.

5.2.3 Addenda

All addenda issued by MDOT before the Statement of Qualification Due Date, are part of the RFQ, and all requirements shall be incorporating into the SOQ. The Submitter shall acknowledge receipt of each addendum by completing and submitting form CMGC-003.

5.3 OBLIGATION OF PARTIES

The Submitter is solely responsible for ensuring that its SOQ is clear, correct, and consistent. MDOT reserves the right, at its sole discretion (but is not obligated), to:

- Investigate the qualifications of any Submitter.

- Seek or obtain data from any source related to the SOQ.
- Require confirmation of information furnished by a Submitter.
- Require additional information from a Submitter concerning its SOQ.
- Seek and receive clarifications to a SOQ.
- Require additional evidence of qualifications to perform the work.
- Modify the RFQ process.
- Waive minor deficiencies and irregularities in a SOQ.
- Reject any or all SOQ's.
- Cancel, modify, or withdraw the RFQ.
- Issue a new RFQ.

By submitting a SOQ, the Submitter understands and acknowledges the following:

5.3.1 Assumed Requirements

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

5.3.2 Cost Of Submission

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

5.3.3 Reimbursement

MDOT will not provide compensation to the Submitter for any expenses incurred for the SOQ preparation.

5.3.4 Award Of Contract

MDOT makes no guarantee that an award will be made as a result of this RFQ, and reserves the right to accept or reject any or all SOQ's, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in the Project's best interest. Representations made within the SOQ will be

binding on responding firms, unless otherwise agreed to by MDOT in writing.

5.4 COMPLETENESS OF SOQ

5.4.1 Completeness

Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to the meet the requirements of the RFQ. Emphasis should be on completeness, clarity of content, responsiveness to requirements, and an understanding of the Project needs.

5.4.2 Compliance

Failure to comply with the requirements contained in the RFQ may be subject for rejection of the SOQ.

5.4.3 Rejection

Any SOQ that fails to meet the deadline or delivery requirements will be rejected and returned to the Submitter without having been opened, considered, or evaluated.

5.5 WITHDRAWAL OR MODIFICATION

A SOQ may be withdrawn and resubmitted any time prior to the deadline for submitting the SOQ. No SOQ may be changed, amended, or modified after the deadline for submitting the SOQ. No SOQ may be withdrawn after the deadline for submitting the SOQ without a written request by the Submitter stating the reasons for withdrawing the SOQ and acceptance of the request by MDOT. All decisions are at the sole discretion of MDOT.

5.6 OWNERSHIP OF SOQ's

SOQ's and any other information submitted by the Submitter's shall become the property of MDOT. All or any part of the proposed Submitter innovation or method may use or disclose on this or future projects without obligation or compensation to the Submitter.

5.7 VALIDITY PERIOD

SOQ's are to be valid for MDOT's acceptance for a minimum of 49 days after the Statement of Qualification Due Date to allow time for evaluation and selection. A SOQ, if accepted, shall remain valid for the duration of the Contract.

5.8 SOQ SUBMITTAL INSTRUCTIONS AND FORMAT

This section describes requirements that all Submitters must satisfy in SOQ. Failure to comply with any of the following by a Submitter may result in the rejection of the SOQ.

5.8.1 Due Date, Time, And Location

SOQ's may be delivered via email or in person to the Project Manager listed in this RFQ. SOQ's are due by 4:00 P.M. EST, on the date identified as the Statement of Qualifications Due Date located on the Cover Sheet:

MDOT will not accept SOQ's submitted by facsimile.

5.8.2 SOQ Format

- Language: All information shall be in English.
- Font: All narrative text shall be a minimum of twelve (12) points in size and single spaced. The style and size of headings and figures are not prescribed.
- Page Size: With the exception of charts, exhibits, 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.
- Page Margins: Page margins shall be set at 0.75 inches minimum, not including headers or footers.
- Table of Contents: Include a Table of Contents that provides page number references.
- Page Limit: SOQ's shall not exceed 14 pages in length. Table of contents, staff resumes and required forms are not included in page limits.
- Dividers: Section dividers are welcomed.
- Binding: If the SOQ is delivered in person, the paper copy shall remain unbound.
- Front Cover: If the SOQ is delivered in person, the front cover of the SOQ shall be clearly labeled with the Project name, along with the Submitter's name.

5.8.3 SOQ Submittal Quantities

If the SOQ is delivered in person, each Submitter must provide MDOT with the following:

- One (1) Original unbound SOQ – bearing original signatures
- One (1) Electronic copy of SOQ in PDF format on CD or Flash Drive

The unbound original and CD/flash drive, shall be placed in one (1) sealed packaged. The outside of the sealed package shall be clearly labeled with the Project name, as well as the name and return address of the Submitter.

If the SOQ is delivered via email, each Submitter must provide MDOT with the following:

- One (1) Electronic copy of SOQ in PDF format

The subject line of the email must state "(Contractor Name) SOQ: International Bridge". Emails received after the time and date specified above will not be accepted.

SECTION 6: STATEMENT OF QUALIFICATIONS CONTENT

6.1 QUALITATIVE CRITERIA

Section 8.3 contains the qualitative scoring criteria that will be used to score SOQ's. Submitters should clearly describe how they meet they meet the needs of the department and criteria described in this section.

6.2 BONDING COMPANY LETTER (Pass/Fail)

Provide a letter from your bonding company that indicates your firm's ability to bond a project of this size.

6.3 Form CMGC-001 (Pass/Fail)

6.4 Form CMGC-002 (Pass/Fail)

6.5 Form CMGC-003 (Pass/Fail)

6.6 Conflict of Interest Statement (Pass/Fail)

SECTION 7: PRE-CONSTRUCTION SERVICES FEE & TERMINATION

7.1 PRE-CONSTRUCTION FEE

All billings for services must be directed to the Department and follow the current guidelines. The latest copy of the "Professional Engineering Service Reimbursement Guidelines for Bureau of Highways" is available on MDOT's website. This document contains instructions and forms that must be followed and used for billing. Payment may be delayed or decreased if the instructions are not followed.

Payment to the CMGC for services rendered shall not exceed the maximum lump sum amount unless an increase is approved in accordance with the contract with the CMGC. Partial payments are allowed pending an agreed upon schedule between the International Bridge Administration and the CMGC. Payments will be made directly by the International Bridge Administration. Typically, billings must be submitted within 60 days after the completion of services. The final billing must be received

within 60 days of the completion of services.

The selected Submitter will be notified after the SOQ(s) have been reviewed and scored. The selected Submitter will be required to attend a scope verification meeting at a location determined by the MDOT PM and then submit a Pre-Construction Services Fee. This lump sum price should include all direct costs, overhead and profit required to complete the scope of work outlined in Section 3.2. The Submitter should include a work plan, a description of their intended level of effort and equivalent cost per hour to review and assist in the development of plans and specifications during the preconstruction phase. MDOT will require verification of the costs from the selected Submitter prior to executing a contract. If a Submitter does not have audited overhead rates, an additive of 35% will be used to cover overhead and profit in accordance with section 109.05.D.3 of MDOT 2012 Standard Specifications for Construction.

MDOT reserves the right to negotiate the cost of the Pre-Construction Services Fee. If MDOT and the selected CMGC cannot agree on a price, hours of effort or number of employees providing these pre-construction services, MDOT will begin negotiations with the next highest ranking Submitter from the SOQ scoring process.

7.2 TERMINATION OF PRE-CONSTRCUTION SERVICES

MDOT may terminate the contract with the CMGC if pre-construction services and coordination are not provided as negotiated and/or expected, or for convenience. A written 15 day notice will be sent to the CMGC before the services are completed. If the contract is terminated for any reason during the pre-construction phase, MDOT will determine if partial compensation for services rendered shall be paid to the CMGC.

SECTION 8: EVALUATION PROCESS

8.1 EVALUATION PROCESS

SOQ's will initially be evaluated to determine if the Submitter has met the minimum requirements ("Pass") on all Pass / Fail evaluation factors. Pass / Fail evaluation factors are outline in Section 8.2. SOQ's will then be scored using the evaluation criteria. If a Submitter receives a "Fail" on any single Pass / Fail requirement, the SOQ will be rated as unacceptable and will not be scored on the evaluation criteria.

Once a SOQ has been determined to meet the minimum Pass / Fail criteria, MDOT will evaluate the SOQ relative to the MDOT Project Goals as described in Section 2.4 and scoring criteria as listed herein to determine the SOQ total score.

The qualitative evaluation score will be determined as follows:

- The MDOT Selection Committee will review each SOQ identifying significant and minor strengths and weaknesses of the Submitter.

- Strengths and weaknesses are defined as follows:

- Strengths – That part of the SOQ which ultimately represents a benefit to the Project and is expected to increase the Submitter's ability to meet or exceed the Project Goals. A minor strength has a slight positive influence on the Submitter's ability to meet or exceed the Project Goals, while a significant strength has a considerable positive influence on the Submitter's ability to meet or exceed the Project Goals.

- Weaknesses – That part of the SOQ which detracts from the Submitter'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 Submitter's ability to meet the Project Goals, while a significant weakness has a considerable negative influence on the Submitter's ability to meet the Project Goals.

Based on the identified strengths and weaknesses, the Selection 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 SOQ:

- Excellent (81-100 % of points possible): The SOQ is considered to significantly exceed the RFQ requirements / objectives in a beneficial way (providing advantages, benefits, or added value to the project) and provides a consistently outstanding level of competency. In order for the SOQ to meet the minimum criteria to be scored as Excellent, it must be determined to have more than one significant strength, additional minor strengths and no appreciable weaknesses. There is a high expectation that the team as proposed, would be successful in delivering the Project to the owner's satisfaction, and would most likely exceed all Project Goals.

- Very Good (61-80 % of points possible): The SOQ is considered to exceed the RFQ requirements / objectives in a beneficial way (providing advantages, benefits, or added value to the project) and offers a generally better than acceptable competency. In order for the SOQ to meet the minimum criteria for consideration to be scored as Very Good, it must be determined to have at least one significant strength, additional minor strengths and no significant weaknesses. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor weakness will result in a higher score. It is expected that the team as proposed, would be successful in delivering the Project to the owner's satisfaction, and will most likely meet and/or exceed all Project Goals.

- Good (41-60 % of points possible): The SOQ is considered to meet the RFQ requirements / objectives and offers an acceptable level of competency. In order for the SOQ to meet the minimum criteria for consideration to be scored as Good, it must be determined to have several strength(s), even though minor and/or significant weaknesses exist. The greater the significance of the strengths and/or the number of strengths, and the fewer the minor or significant weakness will result in a higher score. It is expected that the team as proposed, will be able to deliver the Project and meet the Project Goals.

- Fair (21-40 % of points possible): The SOQ is considered to contain several minor and/or significant weaknesses, some minor strengths and no significant strengths. The greater the strengths and fewer the minor or significant weakness will result in a higher score. It is expected that the team as proposed, should be able to deliver the Project but may not be able to meet some of the Project Goals.

- Poor (0-20 % of points possible): The SOQ is considered to contain significant weaknesses and no appreciable strengths. The SOQ demonstrates a low probability of meeting the RFQ requirements and may be determined to be non responsive. The fewer the minor or significant weakness will result in a higher score. It is unlikely that the team as proposed would be able to deliver the Project to the owner's satisfaction.

A score will be calculated for each Qualitative Evaluation Criteria by multiplying the percentage of maximum score by the points available.

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

The Submitter selected to be the CMGC will be the firm whose verified experience and qualifications, as presented in response to this RFQ and reference checks, in the opinion of MDOT, as offering the most experience, expertise, and value to MDOT and the Project. The Selection Committee will review and evaluate the SOQ's throughout the selection process on the following general criteria. It should be noted that this is not a complete list, and should not be considered a "checklist", but rather a reference.

8.2 PASS / FAIL EVALUATION CRITERIA

- CMGC-001 Submitter Information
- CMGC-002 Statement of Qualifications Checklist
- CMGC-003 Addenda Acknowledgment
- Bonding Company Letter
- Conflict of Interest Form (See Exhibit A)

8.3 QUALITATIVE EVALUATION CRITERIA

8.3.1 UNDERSTANDING OF SERVICE (15 POINTS)

The Submitter shall provide an Executive Summary that includes their understanding of the project and its goals, how those goals will be met through the CMGC process, and a brief narrative describing why they are the "best qualified" to perform the services outlined in this RFQ. .

Submitters should describe their ability to provide pre-construction services and the advantages offered to MDOT and the Project from these services. Submitter should describe their ability to coordinate with MDOT to improve constructability and provide input on construction methods based on their team's expertise and experience. The submitter should also detail their approach for this coordination.

Submitters should describe their ability to perform the anticipated construction services for the Project along with their preliminary Quality Assurance / Quality Control Plan. Identify what are considered to be project risks, and how the Submitter can assist in mitigating these risks.

The Submitter should include sufficient information to familiarize reviewers with their project approach and their ability to satisfy the technical and construction requirements, development of cost estimates including the GMP, and address the public's concerns related to schedule and access. As part of the Understanding of Service, the Submitter should provide a preliminary communications plan outlining their understanding of how communications between the CMGC and MDOT will occur

8.3.2 EXPERIENCE / PAST PERFORMANCE (20 POINTS)

The Submitter shall provide the firms past experience on projects with similar scope and complexity. The Submitter should demonstrate how they completed the projects with success in the areas of schedule, safety, quality, cost and maintenance of traffic, including their role in the success of the projects. A focus on the slide-in methods and past experience with these shall be incorporated into this section. Describe what work is intended to be self-performed and what items will be bid to prequalified sub-contractors

If your organization has defaulted or failed to complete a project in the last five (5) years, please list each project this applies to and the reasons why for each.

8.3.3 WORK ZONE SAFETY (15 POINTS)

The Submitter shall discuss and describe how work zones accidents can be minimized or mitigated. The Submitter should also provide information related to potential areas for contractor staging areas/yards and the access to and from the project.

8.3.4 SCHEDULE MANAGEMENT (15 POINTS)

The Submitter shall provide information that will demonstrate how they could reduce and/or improve the overall construction schedule. MDOT's desire is to expedite the construction schedule while minimizing impacts to the traveling public while completing the work in an effective manner. Scoring will be greatest to those Submitters who provide a clear understanding and provide information on how they expect to meet these goals and demonstrate how their input during the design will be beneficial to MDOT's schedule goals.

8.3.5 QUALIFCATIONS OF KEY STAFF (20 POINTS)

The Submitter shall list the team's key staff members and their qualifications, roles and responsibilities with projects of similar scope, schedule and complexity. The Submitters should

clearly identify the roles of key staff during all phases of the project. The Submitter should demonstrate how communication will occur with internally staff, subcontractors, MDOT, MDOT's consultants, as well as their anticipated communication and involvement with the public. It is expected that CMGC staff that will be active during construction are also active during the project's preconstruction phase.

Name the key personnel and describe their role in the Project, experience on similar projects, and experience on other projects that successfully integrated construction and design activities.

Provide an organizational chart for the Project with names of key individuals each for the following:

- Pre-Construction Services (Prime and Subcontractors, if any)
- Construction Services (Prime and any known subcontractors. If Subcontractors are not known or identified, please describe the approach used to select Subcontractors)

Provide resumes for key personnel of the prime and any subcontractors shown on the organization charts. Resumes will not count toward the page limit of a SOQ

8.3.6 INNOVATIONS (15 POINTS)

The Submitter shall list any potential innovations and innovative approaches to completing the project. At a minimum, innovations should specifically address how the Submitter expects to provide input into the design to improve the project and what can be done to expedite the schedule and limit impacts to traffic.

8.4 QUALITATIVE SCORE & SELECTION

Selection will be based on the Submitter with the highest total combined score (100 possible points) if MDOT does not require an interview. If an interview is required, the submitters of the two highest scoring SOQ's will be interviewed at a minimum. MDOT may interview additional submitters beyond the top two scoring SOQ's if desired.

8.5 INTERVIEWS (50 points)

An interview may be required if the scoring of the proposals is inadequate to clearly identify the most qualified Submitter. The interview will allow the Submitter the opportunity to present on the qualifications of their team, project approach or on other areas they feel will add value. MDOT will have the opportunity to ask each Submitter general questions or questions that are specific to their proposal.

Interviews will be at the sole discretion of MDOT. If interviews are required, MDOT will notify all firms to set up an interview. MDOT may provide firms questions to be addressed at the interview. Interviews are not expected to exceed 60 minutes.

8.6 FINAL SCORE AND SELECTION

If an interview is conducted the selection will be based on the Submitter with the highest combined total score (150 possible points).

Exhibit A: Conflict of Interest Statement.

CONFLICT OF INTEREST STATEMENT

_____ (Prime Contractor Name) certifies that it has read and understands the following:

The PRIME CONTRACTOR, its team members, and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of the services under this Contract. "Affiliate" means a corporate entity connected to the PRIME CONTRACTOR through common ownership. “Team member” means any known entity the PRIME CONTRACTOR intends to be in a contractual relationship with to complete the work associated with the project. The PRIME CONTRACTOR, its team members, and its Affiliates agree not to provide any services to any entity that may have an adversarial interest in the project, for which it has provided services to the DEPARTMENT. The PRIME CONTRACTOR, its team members, and its Affiliates agree to disclose to the DEPARTMENT all other interests that the PRIME CONTRACTOR, its team members, or sub consultants have or contemplate having during each phase of the project. The phases of the project include, but are not limited to, planning, scoping, early preliminary engineering, design, and construction. In all situations, the DEPARTMENT will decide if a conflict of interest exists. If the PRIME CONTRACTOR, its team members, and its Affiliates choose to retain the interest constituting the conflict, the DEPARTMENT may terminate the Contract for cause in accordance with the provisions stated in the Contract.

□ Certification for Subject Project: Based on the foregoing, the PRIME CONTRACTOR certifies that no conflict exists with the subject project for it, or any of its team members and/or Affiliates

□ Disclose of Conflict with Subject Project: Based on the foregoing, the PRIME CONTRACTOR certifies that a potential conflict does or may exist with the subject project for it, and/or any of its team members and/or Affiliates. The attached sheets describe the potential conflict

This form, and any attachments, must be certified by a person from the PRIME CONTRACTOR who has contracting authority.

Certified by: Printed Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit B: Forms: CMGC 001, CMGC 002, CMGC 003

CMGC-001 SUBMITTER INFORMATION

Project: _____

Name of Submitter: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contract Person: _____

Telephone No.: _____ E-Mail: _____

CMGC-002 STATEMENT OF QUALIFICATIONS CHECKLIST

Project: _____

Name of Submitter: _____

- ☐ Qualitative Scoring Criteria
- ☐ CMGC-001 – Submitter Information**
- ☐ CMGC-002– Statement of Qualifications Checklist**
- ☐ CMGC-003 – Addenda Acknowledgment**
- ☐ Bonding Company Letter**
- ☐ Conflict of Interest Statement (See Exhibit A)**

**NOT INCLUDED IN SOQ MAXIMUM PAGE COUNT

CMGC-003 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Project: _____

Name of Submitter: _____

Receipt is hereby acknowledged of the following addenda by MDOT to this RFQ by entering "YES" or "NO" below and indicating the date received:

Addendum No.	Received	Date Received:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____
(Name) (Date)

_____
(Title)