

**CONSULTANT SERVICES PROCEDURES  
MANUAL**

**JULY 2014**



**NM DOT**

## PREFACE/PURPOSE

In 2014 the New Mexico Department of Transportation (Department) authorized an update to this document in order to address procedural and operational changes made in the process of selecting, negotiating and managing consultant contracts. This update, performed by the Department, was carried out under the direction of the Consultant Management Unit of the Program Management Division in cooperation with the Regional Design Divisions, Functional Support Group Managers, the Federal Highway Administration (FHWA), and the Engineering consultant community.

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# Chapter 1

## INTRODUCTION

### 1.1 PURPOSE

This manual documents the procedures used by the New Mexico Department of Transportation (Department) for engaging Quality Based Professional Service Contracts. The entire process, from the project planning process (development of the Statewide Transportation Improvement Plan (STIP), availability of resources, needs assessment, development of the consultant design program, preparatory activities, etc.), initial selection of a consultant and the evaluation of the completed work, is addressed. The manual is intended as a management guide and, as such, does not cover technical details of the project development process.

The procedures contained in this manual are intended to supplement and assist in the implementation of various Department policies, not to supersede them. Any conflicts that may exist between this manual and official Department policies documented elsewhere are unintentional and, should any be found, the official Department policy should prevail.

### 1.2 OBJECTIVE

The objective of this procedures manual is to:

*“Improve the efficiency, cost effectiveness, and timeliness of the overall process of selecting, negotiating, and managing Professional Services contracts for the New Mexico Department of Transportation.”*

### 1.3 MANUAL ORGANIZATION

The manual is organized according to the normal sequence of events involved in a consulting services engagement. The remaining chapters of the manual are arranged in the following order:

- a. preparatory actions,
- b. consultant selection,
- c. contracting,
- d. work monitoring
- e. contract close-out,
- f. performance evaluation, and
- g. DBE program.

The Appendices contain copies of Federal regulations, Department Administrative Memoranda.

For convenience, when the term “Consultant” or “Consulting Engineer” is used in this manual, it should be taken to mean the more inclusive phrase “Consulting Engineers, Land Surveyors and/or others performing Professional Services (i.e. Environmental Investigations, Hazardous Materials Investigations, Subsurface Utility Engineering, etc.)”.

## 1.4 ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES

Several organizational units play a key role in arranging for consultant services, supervising the work, and evaluating the results. These units are briefly described in this section:

- a. Office of Infrastructure Divisions
- b. Program Management Division (PMD)
- c. Procurement Services Bureau
- d. Regional Design Divisions (North/Central/South)
- e. Functional Support Group Managers
- f. Consultant Management Unit
- g. Office of Equal Opportunity Programs (OEOP)
- h. Office of General Counsel
- i. State of New Mexico Taxation and Revenue Department

The procedural aspects of the responsibilities of these units are addressed in later chapters of this manual.

### 1.4.1 Program Management Division

The Program Management Division (PMD), within the Office of Infrastructure Divisions under the Deputy Secretary for Programs & Infrastructure, has the following responsibilities in connection with consultant management:

- a. Through the STIP Coordinator, the Program Management Division is responsible for the overall preparation of the Statewide Transportation Improvement Program (STIP) with input from the Office of Strategic Planning and Asset Management, Regional Design Divisions, District Offices, Regional Planning Organizations (RPO), Municipal Planning Organizations (MPO) and the FHWA. The Office of Programs Division Director reports directly to the Deputy Secretary for the Office of Infrastructure Divisions.
- b. Review the proposed annual consultant services program prior to submittal to the Deputy Secretary for Programs & Infrastructure for final approval.
- c. Review and approve recommended specific projects for which consultant services will be required.
- d. Additional responsibilities of the PMD Manager are to develop an annual consultant services work program in conjunction with the Regional Design Managers, Functional Group Managers and District Engineers.
- e. Provide final approval of the consultant's monthly progress reports and monthly invoices. The Consultant Management Unit approves the invoice with respect to content and documentation. The Regional Managers and Technical Group Managers approve the invoice with respect to delivery of the work product.
- f. Review and evaluate all submitted proposals as a voting member and chair of the Professional Services Selection Committee (PSSC).

#### 1.4.2 Procurement Services Bureau

The Procurement Services Bureau has the following responsibilities in connection with consultant services:

- a. Maintain an up-to-date computer database file of consultants who have requested to receive the legal notices for professional services contract advertisements, organized so that consultant names may be retrieved by technical areas in which they have expressed interest.
- b. E-Mail legal notices for project-specific professional services to newspapers and to consultants who have requested to be included on the advertisement mailing list.
- c. Provide copies of Requests for Qualifications (RFQ), Requests for Proposals (RFP), or if applicable, Requests for Letters of Interest to consultants who have submitted a completed request form.
- d. Log all Statements of Qualifications (SOQ), Proposals or if applicable, Letters of Interest (LOI's) received and forward to the Manager of the Professional Services Contract Management.
- e. Maintain a hard copy file of Consultant's SOQ's, proposals, and if applicable, LOI.
- f. Process all Professional Services Agreements in accordance with standard Department policies and procedures.

#### 1.4.3 Regional Design Managers (North/Central/South) and Technical Group Managers

The Regional Design Managers and Technical Group Managers, within the Infrastructure Division, are responsible for the following items:

- a. Review STIP to assess program and identify resource needs.
- b. Develop an annual consultant services work program in-conjunction with the PMD Manager.
- c. Review and provide input to the advertisement of assigned projects.
- d. Identify specific projects for which consultant services will be required
- e. Review and evaluate submitted proposals for assigned projects within their respective region or technical area and participate in the selection process as a voting member of the PSSC.
- f. Conduct proposal de-briefings with consultant(s) who were unsuccessful on being selected.
- g. Participate in or lead the negotiations with selected consultant(s) in their regions.
- h. Assign projects to Project Development Engineers (PDE) in their regions.
- i. Provide oversight of all assigned projects to PDEs in their regions.
- j. Review and concur with the consultant's monthly progress reports and monthly invoices.
- k. Review and concur that all required work is complete and all deliverables have been provided by the consultant prior to approval of the final payment and release of all retention.
- l. The duties and responsibilities described for the Regional Design and Functional Support Group Managers is also extended to the Planning Division, Aviation Division and Transit & Rail Division that use quality based Professional Services.

#### 1.4.4 Project Development Engineer or Project Manager

The Project Development Engineer (PDE) or Project Manager (PM) is the Department's primary agent in the consultant project management process and has the following responsibilities in connection with consultant services.

- a. Participate with other members of the Department in the identification, planning and programming of projects for the STIP. Provide an independent cost estimate for the contract scope of work for major projects that are firm fixed price or tasks for On-Call Contracts to establish a measure of cost baseline for negotiating a fair and reasonable price in the contracting process.
- b. Prepare the scope of work and pre-advertisement information for assigned projects.
- c. Review and provide input to the advertisement of assigned projects.
- d. Prepare and present appropriate information on the assigned projects at Pre-proposal meetings and respond to specific inquiries as required.
- e. Review and evaluate all submitted proposals for assigned projects and participate in the selection process as an advisory member of the PSSC unless assigned as a voting member by the Regional Manager. PDE's shall not serve as voting members on projects they are assigned.
- f. Coordinate with the selected consultant and appropriate internal Department Sections in preparation for negotiating the contract.
- g. Work with the Consultant Management Unit to insure all contract provisions including the scope of work, schedules and fees are accurate.
- h. Provide supervision of the consultant's work, conduct quality control inspections, and complete the consultant evaluation forms at each stage or phase of the project.
- i. Review and recommend approval of the consultant's monthly progress reports and monthly invoices.
- j. Determine that all required work is complete and all deliverables have been provided by the consultant prior to approval of the final payment and release of all retention.
- k. Ensure that all drawings, calculations, correspondence, notes, and other records are placed in the permanent project file.
- l. Provide a written evaluation of the consultant's performance at the conclusion of the contract and include that evaluation with the approval of the final invoice and release of retainage.

#### 1.4.5 Professional Services Contract Management

The Consultant Management Unit (CMU), within the Program Management Division under the Office of Infrastructure Divisions, has the following responsibilities in connection with consultant services.

- a. Participate with other members of the Department in the identification, planning and programming of Professional Service projects for the STIP.
- b. Serve as an advisory member of the Professional Services Selection Committee (PSSC) and assist the Chairman in assembling and summarizing evaluations of consultant qualifications.
- c. Obtain the Department's estimate of the cost of consultant services prior to the start of negotiations.
- d. Notify the unsuccessful consultants, and refer them to the PSSC Manager if they are interested in scheduling a debriefing.
- e. Prepare and process of contract documents, including the Scope of Work, Negotiated and agreed to schedule and fees shall become part of the contract.
- f. Prepare Contract Administration Section (CAS) briefs at the appropriate step of the contract process and obtain the required signatures for each contract.
- g. Send Notice to Proceed, invoice formats, A-644 forms and executed contract to the successful consultant.
- h. Prepare required funding forms for FHWA/ Funding Control Unit for processing.
- i. Write and prepare contracts for Professional Service Agreements.
- j. Check consultant invoices for accuracy and compliance with contract, determine retention and create P.O. and payment voucher.
- k. Consolidate all evaluations of the consultant from the various evaluators and maintain the evaluations in the project file. At the conclusion of the project (design and construction), when all evaluations have been received and summarized, a copy of the evaluation summary for design and construction activities will be maintained in a Consultant Evaluation file to assist in evaluation of qualifications on future project proposals.
- l. Create, prepare and maintain RFP schedule
- m. Conduct Pre-proposal Conferences
- n. Foster communication with consultants and internal personnel regarding process' contracts, and invoicing
- o. Prepare Stewardship Agreement for Consultant Management Unit for FHWA Oversight
- p. Review, monitor and process monthly Vouchers on all contracts within 30 days of invoice date
- q. Develop and maintain the budget for the Consultant Design Program
- r. Schedule and conduct consultant debriefings as requested

#### 1.4.6 Office of Equal Opportunity Programs

- a. Review all submitted federal aid project proposals for compliance with all applicable DBE form requirements.
- b. Coordinate with the Consultant Management Unit to insure all required DBE related records are kept up-to-date on all federal aid consultant projects.
- c. Provide assistance to consultants as needed on any and all aspects of the DBE Program.

#### 1.4.7 Office of General Counsel

The Office of General Counsel, located within the Office of the Secretary, has the following responsibilities in processing contracts for the Department:

- a. Review contracts as to form and legal sufficiency and other material drafting problems.
- b. Collaborate with Consultant Management Unit in resolving issues posed by contracts subject to review.

#### 1.4.8 State of New Mexico Taxation and Revenue Department

The State of New Mexico Taxation and Revenue Department is responsible for verifying the Consultant's State of New Mexico Tax Identification number and certifying that the Consultant is duly registered for payments of gross receipts taxes to the State of New Mexico.

## CHAPTER 2

### PREPARATORY ACTIONS

#### 2.1 OVERVIEW

This chapter of the manual covers a number of actions that are necessary to prepare for and facilitate the consultant selection process. Topics covered include development of the annual consultant work program, the Request for Proposals process, selection committee composition, and contracting and payment methods.

#### 2.2 ANNUAL CONSULTANT SERVICES WORK PROGRAM

The Department generally performs most of its planning, aviation, transit and transportation design and technical studies with in-house forces. However, due to limitations in staff availability, the need for special skills, or the relative urgency of projects, the Department routinely engages consulting engineers or other professional services to assist in carrying out its annual work program. To ensure a balanced workload, an orderly consultant selection process, and a sufficiently large volume of work to attract and keep qualified consultants in the State, some consideration must be given to how much and what kind of work should be done by consultants. The following paragraphs are to assist in making appropriate decisions regarding the need for consultant services.

##### 2.2.1 Responsibility

Each year, the Statewide Transportation Improvement Plan (STIP) must be reviewed by the Consultant Management Unit, in consultation with the Regional Design Divisions, Functional Support Group Managers, and Districts Engineers to determine the Department's in-house capacity to perform the work. Projects that cannot be accomplished in-house in a timely and effective manner for whatever reason will be specifically identified. Other Divisions in the Programs and Infrastructure Divisions that desire to use consultant services to advance a project should submit a written request to the Program Management Director (PMD). A Consultant Services Work Program is then developed for concurrence by the Chief Engineer and approved by the Deputy Secretary for Programs & Infrastructure. The Consultant Services Work Program is then included in the STIP through the STIP amendment process.

Once the projects are included in the STIP, the Program Management Director and the Consultant Management Unit will develop an annual Request for Proposal (RFP) schedule. This schedule will identify the projects that will be advertised for consultant services and which month those specific projects will be advertised.

##### 2.2.2 Project Selection Considerations

In selecting projects for which consultant services will be used, consideration should be given to the following factors:

- a. Number of projects in the program, size of the program, consultant budget availability, and letting schedule requirements,
- b. Types of projects (including size and scope) in the program and the skills required, In-house staffing levels and skills available, and
- c. Relative urgency of specific projects.

## 2.3 SELECTION COMMITTEE

A PSSC has been established by 18 NMAC 28.3 (SHTD Rule 93-4) titled Selection Committee for Qualifications Based Proposals. A copy of this policy is included in Appendix B. The PSSC exists for the purpose of evaluating, ranking, and recommending firms to provide consulting services, and is used for:

- a. State-funded design projects or
- b. Federal-aid design projects

### 2.3.1 Committee Composition

A. The Professional Services Selections Committee for Transportation projects using competitive sealed qualifications based Professional Services shall consist of the following members:

(1) Permanent members:

- (a) Program Management Divisions Manager, or designee, who shall serve as Chair, non-voting member.
- (b) Infrastructure Division Director (Chief Engineer), or designee, voting member.
- (c) Infrastructure Division, or designee, voting member,
- (d) Regional Design Manager overseeing Project Development Engineers or Engineering Support Manager, or designee, voting member.
- (e) Deputy Secretary For Business Support, or designee, voting member, and
- (f) District Engineer, or designee, voting member, Operations Division Director
- (g) Programs Division Director

(2) Advisory (non-voting) members:

- (a) Procurement Services Bureau,
- (b) Equal Employment Opportunity Programs Bureau,
- (c) Federal Highway Administration, Respective Area Engineer, Program Specialist or designee (only if federal participation is requested),
- (d) Support Services Bureau
- (e) State Transportation Commission Member (at their discretion),
- (f) Project Development Engineer or Project Manager.
- (g) Consultant Management Unit, and
- (h) Any other person as requested by the Secretary of Transportation.

B. Members of the State Transportation Commission may attend any or all meetings of the Professional Services Selection Committee for Consultant Engineering and Land Surveyors at their discretion, but shall not participate in the selection process directly or indirectly.  
[18.28.3.8 NMAC - Rp, 18 NMAC 28.3.8, 12/01/ 2004]

## 2.4 TYPES OF CONTRACTS

Several types of contracts and payment methods may be used. The appropriate application of these options is described in the following paragraphs.

### 2.4.1 Type of Contract and Selection Method

The Program Management Division Director shall determine the type of contract and method of selection to be used with the project. State Procurement Regulations require a written determination as to the type of procurement to be used, and a justification as to why consultant services are required.

The four possible contract types and associated rationale are:

1. Standard Professional Services Contract – This is the Department’s standard contracting method and should be used if the following two (sole source and small purchase agreement) contracting methods do not apply. Two different selection processes are available under the Standard Professional Services Contract, depending on the size or complexity of the project:

- a. One-Step Selection Process – This process may be used with the concurrence of the Office of Infrastructure Divisions Chief Engineer when the project involved is relatively straightforward. Request for Qualifications (RFQ) or Request for Proposals (RFP) is

issued by the Department, with the size limited to a maximum of 15 pages. The page limit may be expanded based on the project complexity or need. Based on evaluation of the submittals, the firms are ranked in decreasing order of preference, and the most qualified firm is recommended for contract award to the Cabinet Secretary or designee.

- b. Two-Step Selection Process – This process may be used with the concurrence of the Office of Infrastructure Divisions Chief Engineer when the project involved is more complex, or larger in size, or has unique or special features that would merit more detailed presentation. The first step is a RFQ (RFQ) or RFP (RFP) issued by the Department, with the size limited to a maximum of 15 pages. Based on evaluation of the submittals, the firms are ranked in decreasing order of preference, and the top three to five most qualified firms are identified. The second step is a Request for Technical Proposals to the short-listed firms. The proposals are evaluated and the firms are ranked again in order of preference. If necessary, oral interviews will be held to allow the short listed firms to further demonstrate their expertise and capabilities to the PSSC prior to finalizing the ranking. The most qualified firm upon completion of the interviews is recommended for contract award to the Cabinet Secretary or designee.

2. Multiple Source (On-Call) Services Contract – This type of contract is used to place a consultant on retainer for a period of up to four years to perform services on an as-needed basis. To use this type of contract, at least one of the following criteria must be met:

- i. completion of the work is critical to public safety or traffic patterns, or a delay in the project could impact the availability of funds;
- ii. the Department's work force is not available to complete the work and resulting delays would significantly impact the project schedule or cost; or
- iii. a short-term need for special engineering expertise exists and other selection procedures would not be cost effective or would be too time consuming.

3. Sole-Source Contract – This contracting method is used when there is only one reasonable source for a particular type of service or a state of emergency exists, as declared by the Secretary. If used, it must be justifiable in accordance with State Procurement Code requirements. Please refer to the State of New Mexico Procurement Code for further description of Sole-Source contracts and criteria. If Federal-aid funds are involved, approval to use this contracting method must be obtained from the Federal Highway Administration, please refer to Federal Regulation 23 CFR 172 in Appendix A for further description on Sole-Source contract and criteria.

4. Small Purchase Agreements – This contracting method is used when having a value not to exceed sixty thousand dollars (\$50,000) for the required service. It is encouraged at least three qualified offerors are contacted and asked to provide a written offerors before selecting a contractor to perform the required work. The offer most advantageous to the Department is then selected. Please refer to the State of New Mexico Procurement Code Regulations for further description on Small Purchase Agreement contracts and criteria.

#### 2.4.2 Method of Payment

The Program Management Division Director shall determine the method of payment to be used with the project.

The possible methods of payment and associated rationale include:

- a. Lump sum (or firm fixed price) – This is used when the Department has established the extent, scope, complexity, character, and duration of the required work to a degree that just compensation can be determined and evaluated by all parties. This is the preferred method of payment because it is the easiest to administer for both the Department and the consultants. The lump sum fee should be negotiated on a labor-hour basis with the final fee resulting from an audited overhead rate (if the estimated total fee is over \$250,000) or a negotiated overhead rate and profit rate based on the negotiated labor hour cost.

Invoices will be handled on the basis of percentage of completion of the work, as defined in approved monthly progress reports.

- b. Unit Rate (indefinite quantity) – This is used when the cost or unit rate for specific services can be established but the necessary quantity of the services cannot be estimated.
- c. Engineering Services for Construction – Time and material contracts are typically used on Phase III Services and used when both parties agree to pay predetermined unit rates. Time and materials contracts are used when it has been impossible presenting an accurate estimate or where the schedule cannot be defined.

## **2.5 PRE-ADVERTISEMENT CHECKLIST**

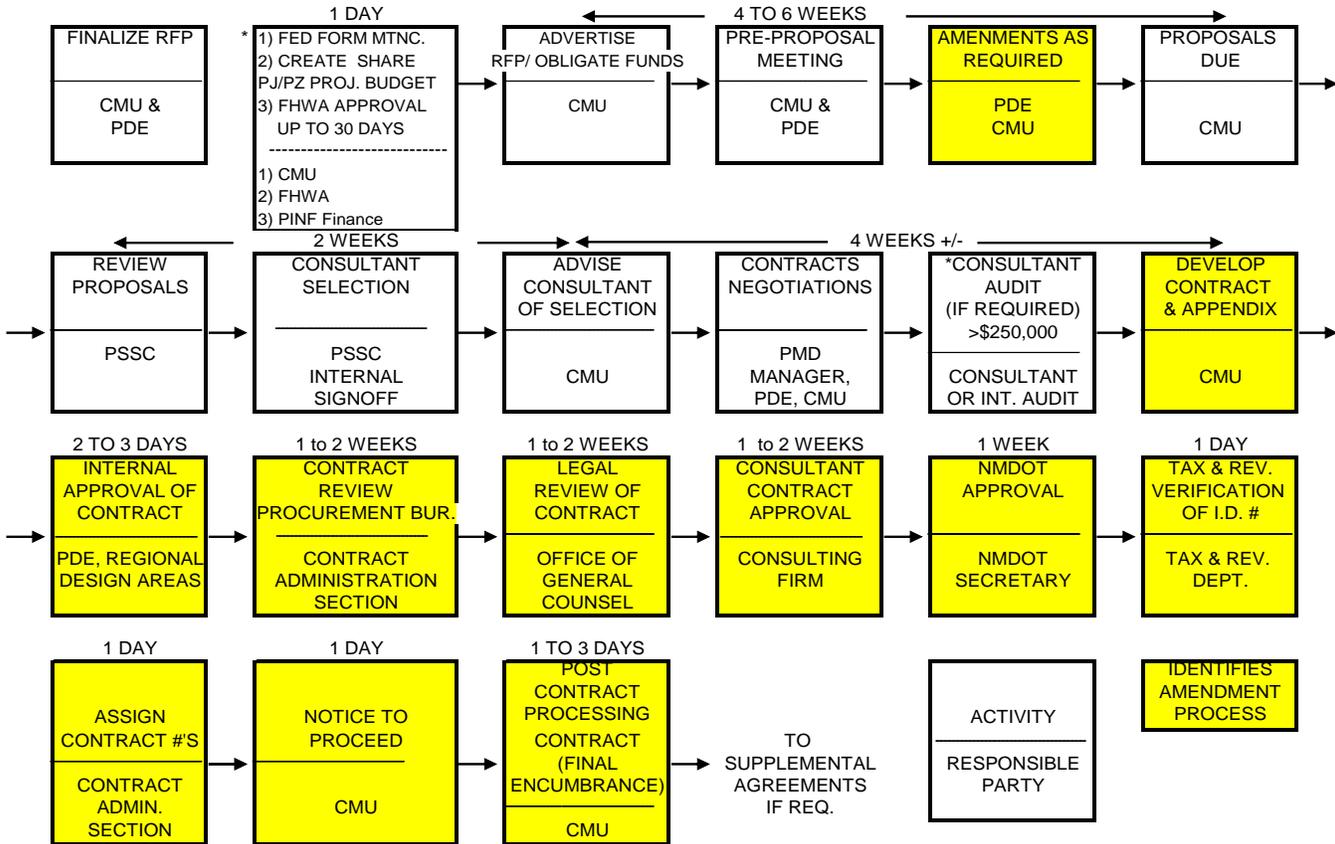
The Program Management Division Director in conjunction with the Regional Design and Engineering/Design Support Managers are responsible of ensuring that projects requiring consultant services are processed promptly so that desired project completion schedules can be met. However, prior to advertising a project, certain preparatory steps should be taken so that unnecessary delays are avoided. These steps should include the following items:

- a. Identify funding and ensure (Project is programmed in the TIP / STIP).
- b. Ensure that Department and FHWA funding authorization to proceed with the project has been issued.
- c. Obtain a clear description, scope and cost estimate for the project.
- d. Obtain a draft project completion schedule.
- e. Select a Project Development Engineer for the project.
- f. Determine the type of contract and selection method that should be used.
- g. Determine the method of payment to be used for the project.
- h. PDE completes and submits an Independent Estimate for Costs of Design Services

Depending on funding source, certain aspects of the process may vary slightly. The process is shown for project oversight, as well as for processing amendments. Please refer to Figure 1 on the following pages.

**FIGURE 1**

**STATE & FEDERAL OVERSIGHT CONSULTANT SERVICES CONTRACT PROCESS**



\* NOTE: NOT REQUIRED ON STATE FUNDED PROJECTS BUT MAY BE REQUESTED BY THE DEPARTMENT

## Chapter 3

### CONSULTANT SELECTION

#### 3.1 OVERVIEW

This chapter of the manual covers the procedures for selecting Professional Services consultants, from advertisement of the project to final selection of a consultant.

Department policies for consultant selection are officially set forth in 18 NMAC 28.3 (SHTD Rule 93-4) titled Selection Committee for Qualifications Based Proposals. A copy of this rule is included in Appendix B.

#### 3.2 PROJECT ADVERTISEMENT

Upon approval by the Cabinet Secretary of the Department or designee, the Procurement Services Bureau will announce a project-specific RFQ, RFP or other request for Professional Services. The announcement will be sent to all firms on the Department's list of consultants that have expressed interest in receiving the advertisement notices, and will provide a brief explanation of the procedure for requesting a written copy of the RFQ, RFP or other request for professional services.

##### 3.2.1 Public Notices

In addition to the announcement, public notices will be published at least once in at least three newspapers of general circulation in this state (typically the Santa Fe New Mexican, Albuquerque Journal, and the Las Cruces Sun).. The Department may also choose to advertise in regional (Denver, Phoenix, Dallas, etc.) or national newspapers (Washington D.C., New York, Chicago, Los Angeles, etc) for high profile projects. The notices will have a heading that indicates the type of request being made. The notice will include:

- a. Procurement title;
- b.. A brief explanation of the procedure for requesting a written copy of the Request for Qualifications/Request for Proposal;
- c. The due date for submittals. The due date should be as early as possible to avoid delay of the project, but should not be earlier than three weeks from the date of the published announcement.
- d.. If a Pre-proposal meeting is to be held for the project, the time, date and location will be scheduled by the Consultant Management Unit
- e. the name and number of the procurement manager and project information or clarification requests will be solicited through the Consultant Management Unit during the RFP process.

An example of a Public Notice for soliciting consultant services for a project is shown in Appendix E.

##### 3.2.2 RFP/RFQ Formats

The Request for Qualifications (RFQ) or Request for Proposals (RFP) document will include the following:

- a. A description of the project and scope of services to be provided. On Continuing Services contracts, although specific projects cannot be identified in advance, the types of services that may be needed will be described.
- b. A statement of whether Federal funds will be used for the design of the project.
- c. The name, address, telephone number, and FAX number of the person who may be contacted for additional information. Also, indicate the last date that inquiries will be

accepted prior to the due date. If a Pre-proposal meeting is scheduled, then indicate that contact with voting members of the PSSC is not allowed.

- d. A description of the format to be used (see next section) and topics to be covered in the consultant submittals, including page limits, if applicable.
- e. Description of the selection process, based on either a one-step page-limited qualifications statement evaluation or a two-step qualifications statement and technical proposal evaluation.
- f. A description of the evaluation criteria.
- g. The anticipated schedule of events associated with the procurement.
- h. A statement indicating the availability of the standard contract, on request, showing all anticipated contractual requirements.
- i. A copy of each required form that must be submitted
- j. Date, time, and location of pre-proposal meeting, if needed, and whether attendance is mandatory or optional.
- k. A description of the eligibility requirements for providing design and surveying services to the Department, which are:
  - 1. All design and surveying work must be performed under the responsible charge of a registered New Mexico Professional Engineer (and/or Land Surveyor, if applicable) and as described in the Department's Design Directives.
  - 2. **On non-Federal-aid projects**, the Consultant must establish and maintain a New Mexico office with full-time staff during the life of the contract. This requirement may be waived if the skills required are not likely to be available within the State. This requirement is not applicable on Federal-aid projects.
  - 3. With the exception of specialized work such as photogrammetry, and major structural design, all work must be performed within New Mexico. This requirement is not applicable to Federal-aid projects.
- l. The number of copies to be submitted will be specified in the RFQ/RFP – **normally, six (6) copies are required**. The number of copies requested should equal the number of voting and advisory members of the Professional Services Selection Committee.
- m. Proposal due date, time and place of delivery. The due date should not be less than three weeks from the date of the advertisement. The delivery address should include both a postal service address (P.O. Box) and an express mail address (street address). The time shall be shown as the "local prevailing time"

### 3.3 SCOPE OF WORK PREPARATION

The scope of work statement, to be included in the RFQ/RFP, should be as project specific and as detailed as possible. The PDE shall review and edit the RFQ/RFP to make sure all standard provisions and specifications are accurate and consistent with the desired scope of services being requested. The scope of work must include all pertinent issues and concerns known about the project and all available project information should be identified and made available for review by all interested consultants.

Upon completion of the "initial" scope of work, the PDE should solicit input from other Sections and Bureaus that have a vested interest in the project's development. This may include the Districts, Bridge Design Bureau, Drainage Design Bureau, Traffic Technical Support Bureau, Environmental Development Bureau, Survey and Lands Engineering Division, or others whose specialization comprises a significant effort on the project. Once

comments have been returned by these other Sections/Bureaus, the PDE can revise the scope of work for inclusion in the RFQ/RFP.

### **3.4 PRE-PROPOSAL CONFERENCES**

Pre-proposal conference will be held in conjunction with the RFP Schedule. A decision to make certain conferences mandatory is dependent on the complexity of project where the scope of work or critical design issues may need further clarification. This determination should be made prior to release of the RFQ/RFP.

The Consultant Management Unit will be responsible for notifying appropriate Department staff of the date, time and location of the Pre-proposal Meeting. Department representatives at the meeting should include people who are:

- a. Knowledgeable about the details of the project;
- b. Knowledgeable of the Department's contracting procedures; and
- c. Members of the PSSC, including the Chairman (if necessary).

#### **3.4.1 Organization Of Pre-Proposal Conference**

The Professional Services Contract Management will be responsible for organizing the meeting room and obtaining an attendance record. An attendance roster should be placed at each entrance to the meeting room. Attendees must sign the roster in order to submit an RFQ/RFP.

The agenda for the Pre-proposal Meeting should include the following topics:

- a. Opening statement by the Department describing the purpose of the meeting, the agenda that will be followed, and the anticipated sequence of events for the remainder of the procurement process after the meeting.
- b. Technical description of the project by the PDE, including project objectives, scope, schedule and/or critical dates to be held, special requirements or features, and any critical design issues and environmental concerns. Additionally, the PDE or PM will prepare a visual presentation describing key elements of the requested services and scope in the RFP.
- c. Question and answer period of sufficient duration to allow all attendees the opportunity to ask questions and take notes on answers. If a question cannot be answered during the meeting, the Consultant Management Unit will research the question after the meeting and determine an appropriate answer to be included with the transcript of the meeting. If additional or different information becomes available during the advertisement period, the Consultant Management Unit will send out an amendment to consultants addressing the new information.

Answers to questions that could not be answered at the meeting will be distributed to all attendees. A formal amendment will be issued to clarify the Departments' understanding of the consultants request for clarification in the RFP and also to clarify the Departments' intent. The amendment will be issued to all consulting firms who have requested the RFP and who are on file with Procurement Services Bureau for that specific RFP.

### **3.5 REQUESTS FOR PROPOSAL ORGANIZATION**

Consultant submittals for Request for Proposals are outlined in the following paragraphs.

#### **3.5.1 Request for Proposals**

1. A consultant's Request for proposal must include the following information, but must not exceed the page limitation presented in the Information to Offerors (ITO), 15 single-sided pages. Exclusions to this rule include the following: Covers, Two-page cover letter, Table of Contents, Dividers (any dividers containing information pertaining to the project will be counted as a page) and appendix contents). All pages in the proposal shall be on 8½ x 11 paper, 11 x 17 foldouts can be used but will be counted as two pages. Firms submitting proposals that exceed the 15 page limit, noting the above exclusions, will not be considered. Page limits may be increased at the discretion of the Department.

### **3.6 EVALUATION OF SUBMITTALS**

This section describes procedures for processing and evaluating Proposals

#### **3.6.1 Processing Procedure**

The following are the major steps required for processing Proposal Submittals, which may be supplemented with more detailed steps by the individual units involved, as needed:

- a. Proposals will be received by the Procurement Services Bureau and logged by name and address of firm and date and time of receipt. Submittals received after the due date and times are to be returned to the sender unopened. The submittals should be processed quickly and forwarded to the Consultant Management Unit without delay to expedite the evaluation process.
- b. The Consultant Management Unit will review for mandatory requirements set forth in the Information to Offeror (ITO) and distribute copies to the voting and advisory members of the PSSC. A cover letter prepared in conjunction with the Chairman of the PSSC will be included with the distribution, stating the date, time and location of the PSSC meeting to review the submittals. This review meeting should be scheduled not later than four weeks after the submittal due date.
- c. The PSSC members will review and evaluate the submittals prior to the PSSC Review Meeting (see guidelines in Section 3.6.2, Evaluation Procedure). Score sheets including comments shall be submitted prior to or at the review meeting.
- d. If, during the review process, a PSSC member finds that a submittal does not include some essential information requested in the Proposal, the member will immediately notify the Chairman of this finding. The PSSC Chairman will make a determination regarding the responsiveness of the submittal. Three courses of action may be taken:
  1. If a determination is made that the submittal is not responsive, the Chairman or designee will immediately notify the PSSC members that the submittal is not responsive and should not be given further consideration. Also, the Chairman or designee will give written notification to the consultant that the submittal has been eliminated from further consideration.
  2. If a determination is made that a clarification of the submittal is needed, the Chairman will request additional information from the consultant to clarify the area of uncertainty, with a deadline for re-submittal. The additional material will be distributed to committee members as soon as it is received by the Chairman.
  3. If a determination is made that the submittal is sufficient as originally received, the Chairman will notify the member who raised the issue and explain the rationale for proceeding with the evaluation
- e. The PSSC Review Meeting will be held to summarize the members' scoring and discuss the views of the selection committee members and their evaluations.
  - a. The Consultant Management Unit will summarize all scores provided prior to the meeting in a tabular for listing each member's overall score and ranking for each firm. Members who have not provided scores ahead of time will submit their score sheets to PSSC Chair at the beginning of the meeting. Those scores will be added to the scores provided prior to the meeting and a summary of the scores will be completed at the beginning of the meeting.

- b. This summary will be ready for presentation at the PSSC Review Meeting as each project is discussed. (Note that the rankings are only provided for reference.)
  - c. The summary of evaluations will be reviewed and comments will be entertained from all members present (voting and non-voting). The results will be summarized again and the firms will be selected in order of preference based on the three most highly qualified consultants. The committee will vote their approval of the recommendations for apparent project selections. The Consultant Management Unit will prepare a Summary of Professional Services Selection Form which will be forwarded for signature by the Consultant Management Unit Manager, Chief Engineer, and the Cabinet Secretary or Designee .
  - d. Recommendations for Apparent Project Selections by the PSSC can be made on a scoring basis. Rankings are used to compare the order of firms by score and to evaluate if scoring anomalies may have occurred during the process. If, based on rankings a scoring anomaly exists, the Chairman can provide a consultant selection recommendation based on rank for approval of the Cabinet Secretary or Designee.
- f. (Optional) If the PSSC cannot reach agreement on the order of the short listed firms, or the final scores are too close to allow a reliable order, the Chairman may decide to hold oral interviews with the consultants before making the final determination. If deemed necessary by the Chairman, the short listed consultants will be notified that oral interviews will be held. The consultants will be contacted individually to arrange a date and time for the interviews
- g. Upon receipt of approval from the Deputy Secretary, the Chairman or designee will notify the top ranked consultant of the selection. The Chairman or designee will also notify the unsuccessful consultants that they were not selected.
- h. The Project Development Engineer will arrange a date with the selected consultant to begin negotiations (see Section 4.2 for guidelines on negotiations).

### 3.6.2 Evaluation Criteria for Request for Proposals

Each member of the Professional Services Selection Committee (PSSC) will rate all Proposal submittals using the following evaluation criteria for federal and state funded projects:

#### **FEDERAL FUNDED PROJECTS:**

- a. General Information 5 points
  - 1. New Mexico Resident Business Status and Number.
  - 2. Principal member or officer of the firm who will be responsible for the administration of the contract.
  - 3. The name(s) and registration number(s) of the New Mexico Registered Professional Engineer and/or Land Surveyor, as applicable, who will be in direct responsible charge of the work.
  - 4. Name, address, and phone number of the office where the work will be performed.
- b. Specialized Design and Technical Competence 40 points
  - 1. Familiarity with the area. (5 points)
  - 2. Understanding of the project scope. (10 points)
  - 3. Work plan to perform services required by the project scope. Include specialized problem solving, innovative practices/ideas, and advantages the team offers to the project. (20 points)
  - 4. Bar chart schedule. Describe all work proposed to be accomplished by the Offeror. (5 points)
- c. Capacity and Capability of the Offeror to Perform the Work 30 points
  - 1. Organization Chart
    - Name.

- Role(s) on Project and/or Area(s) of Expertise. Clearly identify the engineer in responsible charge of the project.
  - Percentage of Time Assigned to the Project.
  - Subconsultant(s)
2. Resumes
- Provide brief resumes for the Project Manager and key project team members, describing why each was chosen for this project and highlighting relevant project experience and knowledge of NMDOT procedures.
3. Project Manager's List of Current Projects
- Include percentage of time assigned to each project and anticipated percentage of time that will be committed to this project.
4. Subconsultant(s)
- Include area of responsibility. Describe why each was chosen for this project and highlight relevant project experience and knowledge of NMDOT procedures. Indicate if a subcontractor is affiliated with the prime contractor as an affiliated company, firm, or business.
5. Capacity to Perform Work
- Provide information that demonstrates firm's ability to perform this project.
- d. Past Record of Performance 25 points
1. Relevant Projects
- Describe 3-5 past projects, specifying relevance to the current project. Include client references (names, addresses, and telephone numbers) for each project.
- e. The volume of work currently being performed under the Department's Design Program which is less than 75% complete shall be considered as follows:
1. Each contract currently in progress between the Offeror and the Department which is currently invoiced (Date of RFP Submittal) and is between 0 – 75% complete, shall have points deducted by each member of the PSSC in accordance with the following table:

\*Contract Balance Amount

\$ Less than - \$1,334,000	minus 1 point
\$1,334,001 - \$2,668,000	minus 2 points
\$2,668,001 - \$4,000,000	minus 3 points
\$4,000,001 - over	minus 4 points maximum**

\*Contract Balance Amount is defined as:

- b. Single Phase Contract – Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
- c. Multi-Phase Contracts – Amount of contract including all subsequent phases and Supplemental Agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project). On multi-phase contracts over \$1,334,000., a minimum 1 point deduction will be carried on initial and subsequent phases (except final phase) regardless of percent complete.

\*\* The maximum total point deduction by phase (sum of all ongoing contracts) will be 4 points. **Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.**

**STATE FUNDED PROJECTS:**

- a. **Specialized Design** - Offeror's must provide information about the firm's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past architectural/engineering projects and the corresponding applications to the proposed scope of work.  
**40 points**
  
  - b. **Capacity and Capability** - Offeror's must provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the firm's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific rolls, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.  
**25 points**
  
  - c. **Past Record of Performance** - Offeror's must demonstrate through historical documentation that the firm has the ability to meet schedules and budgets, as well as user program goals, and final construction project costs. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.  
**20 points**
  
  - d. **Proximity to or Familiarity with Site Location** - Offeror's must demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for architectural/engineering services and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise to project needs.  
**5 points**
- New Mexico Produced Work** - It is in the Agency's best interest to support in-state businesses. Indicate the volume of work to be produced in New Mexico by a New Mexico firm or firms. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that firm or firms.  
**10 points**

**3. Volume of Work Previously Done**

- 1. Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Proposed Work Participation Chart" as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\*Contract Balance Amount is defined as:

Less than \$800,000	0 points deducted
\$800,001 to \$1,600,000	2 points deducted
\$1,600,001 to \$2,400,000	4 points deducted
\$2,400,001 to \$3,200,000	6 points deducted
\$3,200,001 to \$4,000,000	8 points deducted
\$4,000,001 and over	10 points deducted Maximum**

\*Contract Balance Amount is defined as:

- a. Single Phase Contracts – Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
- b. Multi-Phase Contracts – Amount of contract including all subsequent phases and Supplemental Agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project). On multi-phase contracts over \$3,200,000., a minimum 6 point deduction will be carried on initial and subsequent phases (except final phase) regardless of percent complete.

\* \*The maximum total point deduction by Phase (sum of all ongoing contracts) will be 10 points. **Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.**

f. **REQUIREMENTS FOR NEW MEXICO EMPLOYEES HEALTH COVERAGE**

- 1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- 2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- 3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
- 4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

g. **RESIDENT BUSINESS AND RESIDENT VETERAN'S PREFERENCE:**

Pursuant to NMSA 1978, 13-1-121, when a State Agency makes a purchase using a formal request for proposals, and the contract is awarded based on a point-based system, the State Agency shall award an additional of the equivalent of:

- (a) five percent of the total possible points to a Resident Business; or
- (b) ten percent of the total possible points to a Resident Veteran Business that has annual revenues of one million dollars (\$1,000,000); or
- (c) eight percent of the total possible points to a Resident Veteran Business that has annual revenues of more than one million dollars (\$1,000,000) but less than five million dollars (\$5,000,000); or
- (d) seven percent of the total possible points to a resident veteran business that has

annual revenues of five million dollars (\$5,000,000) or more.

To be awarded points for ***Resident Business Preference*** Offerors must include a copy of their preference certificate in this section of your proposal.

To be awarded points for ***Resident Veterans Preference*** Offeror's must complete, sign and submit in this section of their proposal the Resident Veteran's Preference Certification Form .

***Resident Veteran's Preference shall be limited, in any calendar year, to an aggregate of ten million dollars (\$10,000,000) in purchases by State Agencies from all resident veteran businesses receiving preferences.***

***Pursuant to NMSA 1978, 13-1-121, Paragraph H, a State Agency shall not award an Offeror points for both a Resident Business Preference and a Resident Veteran's Preference. If the Offeror qualifies for both he/she will only be awarded points for the Resident Veteran's Preference. Veteran Businesses will receive the Resident Business Preference once the cap for Resident Veteran Preference has been exceeded.***

Applications for Resident Business Preference and Resident Veteran's Preference are now being processed through the New Mexico Department of Taxation & Revenue. If you have a preference certification number that was issued by the New Mexico State Purchasing Division please follow the link below to apply for a new Resident Business or Veteran Business Preference number.

<http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx>

### 3.6.5 Summarizing Evaluations

The Chairman by consensus of the Professional Services Selection Committee (PSSC) may also request an evaluator to re-score the evaluation form that causes undue influence by establishing a maximum spread between the highest and lowest ranked proposers the evaluation scores on the form will not vary by more than 25 points from the top selection or ranked proposer to the low selection or lowest ranked proposer.

Copies of the summary sheets are made available to each member voting on the Professional Selection Service Committee (PSSC) prior to the date and time set for PSSC meeting. The final scoring and ranking will be reviewed, discussed and voted on at the PSSC meeting. Following the meeting the Chairman of the PSSC will send the Committee's ranking to the Chief Deputy Secretary for Programs & Infrastructure for concurrence.

### 3.7 DE-BRIEFING

After the Deputy Secretary has approved the Professional Services Selection Committee (PSSC) recommendation and the consultants have been notified of the selection decision, the unsuccessful consultants may request a de-briefing meeting or a telephone de-briefing for a period of up to three months following the selection. The main objective of the de-briefing is to help unsuccessful proposers understand what the feedback is really saying to them, help them accept that there is information they need to pay attention too, identify any areas where they need to take action as a result of the feedback and determine their standing in the evaluations to be successful on future projects.

The Consultant Management Unit Manager or designee shall be responsible for conducting the debriefing. General guidelines for de-briefing an unsuccessful proposer are as follows:

- a. the de-briefer must be polite and calm at all times and must not engage in arguments with the consultant;
- b. the consultant's relative position in the rankings and final evaluation score may be disclosed;
- c. the overall score of the successful consultant may be disclosed, but the rankings and scores of all other consultants will not be disclosed to any other consultant;

- d. items on which the consultant received lower or higher than average scores during the evaluation of qualifications, technical proposals or interviews may be disclosed, but the specific score for each item need not be disclosed;
- e. scoring by voting members of the PSSC will not be disclosed;
- f. Comments provided by the individual evaluators about a consultant's proposal will be disclosed to the consultant, however, the individual evaluator will not be identified; and
- g. Proposals will be available for public review only after there is a signed contract and there is a notice to proceed on file in the Procurement Services Bureau and Consultant Management Unit

If a consultant believes that the selection process was not properly conducted, a protest must be submitted in writing within fifteen calendar days of receipt of notice of non-selection. The protest letter must state the grounds for objecting to the Department's selection. The letter will be directed to the Department's Central Purchasing Office (the NMDOT Procurement Services Bureau) for resolution according to established Departmental procedures for protests. Until the issue is resolved, a contract may not be signed with the successful consultant. However, all negotiation activities prior to signing a contract may be completed, including scope and fee negotiations and audits, if required.

**1.4.1.81 RIGHT TO PROTEST:** Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract, including a sole source procurement, may protest to the state purchasing agent or central purchasing office.

## Chapter 4

### CONTRACTING

#### 4.1 OVERVIEW

This chapter presents contracting procedures for consultant services, including negotiations, contracting, and notices to proceed.

The Department follows the Brooks Act also known as Quality Based Selection (QBS), NMSA and Procurement Code Regulations for the selection of Architects and Engineers.

#### 4.2 PROJECT SCOPING MEETING (PRE-NEGOTIATION)

A team headed by the Regional Design Manager, PDE or Project Manager, and other section representatives as required is responsible for negotiating the contract scope, work schedule and fee for all professional engineering and land surveying services contracts. The Program Management Division Director will be included on the Project Scoping team at the request of the Regional Manager or at the direction of the Chief Engineer.

The general sequence of events during scope negotiations is outlined below:

- a. Schedule Project Scoping Meeting – After the selection is approved by the Deputy Secretary, the selected consultant is contacted by the PDE to set up a time and location for a Project Pre-Negotiation Meeting. The project pre-negotiation meeting should be held no later than two weeks after selection.
- b. Project Scoping Meeting – A Project Scoping Meeting is held to review the objectives, scope and complexity of the project with the consultant. The purpose of the meeting is to clarify and agree on the scope of services to be provided so that the consultant can prepare an accurate fee proposal. When feasible, the project pre-negotiation meeting should include a visit to the project site by the PDE and Consultant team. The scope of work should be documented and presented to the consultant in enough detail to allow cost estimates on a task or sub-task basis. The final scope of work will later become an attachment to the contract. Additionally, a copy of the standard contract should be provided to the consultant, because the terms of the contract can affect the cost estimate.

#### 4.3 CONTRACT NEGOTIATIONS

As with the scope negotiations, the contract fee is negotiated by a team headed by the Program Management Manager, Regional Design Manager, the PDE or Project Manager, and other section representatives as required. The Program Management Division Director will be included on the Project Negotiation team at the request of the Regional Manager or at the direction of the Chief Engineer.

The general sequence of events during fee negotiations is outlined below:

- a. Independent Estimate – Prior to entering into negotiations, the PDE or Project Manager will update the independent man-hour estimate, with input from appropriate sections in the Department, to determine a reasonable cost for the services to be provided by the consultant.
- b. Audit – For any project over \$250,000, or at the Department's discretion, the Consultant Management Unit must request the Internal Audit Bureau to conduct an audit of the consultant's direct labor costs, indirect costs, and overhead rates (if an audit report has been prepared by the Department or another cognizant agency within the last two years, that report may be used in lieu of a new Department audit
- c. Overhead – Approved overhead rate will be determined at the time of negotiation using calculated and audited Consultant firm overhead rate as supplied by Office of Inspector General (OIG). The overhead approved at the time of negotiations, will remain in effect through the tenure of the contract lump sum fee of the negotiated phase. Amended agreements or new phases can be adjusted if a new audit is necessary.

- d. Wage and Labor Rates – Approved wage and labor rates will be determined at the time of negotiation based on certified wage and labor rates supplied by the consultant firm. The wage and labor rates approved at the time of negotiations will remain in effect for the consultant contract lump sum fee through the tenure of the phase negotiated. If supplemental phases are negotiated as part of the contract, the consultant may adjust the wage and labor rates at the time of negotiations for the supplemental phase. Supplemental phases must be included in the original RFP or justified through a Sole Source procurement.
- e. Negotiations for statewide on-calls and/or unit rate (indefinite quantity) contracts:
  - 1. approved overhead rate as established by most recent completed overhead audit
  - 2. approved wage and labor rates as determined during negotiations
  - 3. profit margin as determined by negotiation, and
  - 4. gross receipts tax and other applicable taxes.
  - 5. the use of incentive/disincentive clauses will be project specific and will be indicated in a specific RFP.
- f. Agreement – if agreement is reached, contract preparation can begin (see section 4.5).
- g. Failure to Reach Agreement – In the event that a satisfactory agreement cannot be reached with the top-ranked consultant, the Program Management Manager will contact the Deputy Secretary for direction regarding further negotiations with the top-ranked consultant or initiation of negotiations with the second-ranked consultant. Negotiations will continue in this manner until an agreement is reached or until the supply of qualified consultants is exhausted, in which case consideration will be given to re-advertising or performing the work in-house.

#### 4.4 INSURANCE REQUIREMENTS

Prior to processing the contract, the selected consulting engineering or land surveying firm must provide proof of insurance to the Consultant Management Unit . The proof of insurance must name the Department as an additional insured with respect to general liability, and must include the following coverage and limitations:

- a. **Errors and Omissions - \$1,000,000 per claim and in the aggregate**
- b. General Liability - \$1,000,000 per occurrence
- c. Auto Liability - \$1,000,000 combined single limit

In certain cases where the scope of the project is specialized in nature, the Department may, at its option, elect to require a modified (increase or decrease) insurance coverage levels. **If this occurs, the modified coverage level shall be clearly addressed in the RFQ/RFP.**

## 4.5 CONTRACT PROCESSING

If agreement is reached, a contract is prepared with the “contract template” and scope of work, schedule and fee included. The Consultant Management Unit is responsible for processing the contract. Several major steps are required, as follows:

- a. Assembly – The contract will consist of the Department’s “Standard Department of Transportation Contract for Engineering Services” with the agreed upon firm fixed price included and the following material appended:
  1. Appendix A, “Scope of Work” which includes:
    - Work To Be Performed;
    - Milestones;
    - Reports;
    - Deliverables;
    - Design Features;
    - Location Of Work
  2. Appendix B, Certificates of insurance.
  3. Appendix C, Unit rate schedule
- b. Signature Process—Several reviews and approvals are required to fully execute the contract
  1. Contract is sent to the Procurement Services Bureau for review and approval
  2. Contract is forwarded by Procurement Services Bureau to Office of General Counsel for review of legal sufficiency.
  3. Upon approval by the General Counsel, the contract is sent to the awardee /consultant for review and concurrence on the fee, scope of work, schedule and signature.
  4. When the signed copies are received from the consultant, they are processed internally for remaining signatures from Taxation and Revenue Department for verification of the consultant’s Tax I.D. number
  5. Once the contract is returned from Tax and Revenue Department the contract is sent to the Deputy Secretary for final signatures.
  6. The Consultant Management Unit prepares the SHARE forms for processing by Funding Control (FHWA in conjunction with Funding Control processes the federal form if federal funding is to be used for the project)
  7. The Consultant Management Unit prepares the service contract (final fund encumbrance).
  9. All but one of the signed copies are retained by the Department. One copy of the signed contract will be sent to the consultant along with the Notice to Proceed.
  10. Notice to Proceed –The notice to proceed is prepared and mailed and emailed to the consultant, with a copy of the executed contract and invoicing instructions.

#### **4.6 TASK ASSIGNMENT FOR STATEWIDE ON-CALL CONTINUING SERVICES CONTRACT PROCESS**

- a. PDE or PM sends a request for a man-hour proposal to the consultant detailing the requested scope and services
- b. Consultant responds to the request with a proposed man-hour estimate and technical approach.
- c. PDE or PM accepts or negotiates price with Consultant.
- d. PDE responsible for sending copies of Task Order, Scope of work and price quote to Consultant Management Unit
- e. NTP is assigned by the PDE assigned to the Statewide On-Call contract

## Chapter 5

### WORK MONITORING AND CONTROL

#### 5.1 OVERVIEW

This chapter of the manual covers those activities related to the on-going management of consultant services contracts, including project initiation, progress monitoring, technical reviews, contract changes during the progress of the work, and payment procedures for consultant services contracts.

The Department follows the NMSA and Procurement Code Rules for the selection of Architects and Engineers.

#### 5.2 PROJECT INITIATION

After the contract is negotiated and signed, a written Notice to Proceed (NTP) is issued. The NTP, with a fully executed contract attached, gives the consultant the authority to begin work on the project. However, after the pre-negotiation meeting if the consultant is still unfamiliar or unclear about Departmental procedures, contract, etc. then prior to initiating the technical work on the project, it is desirable for the PDE or Project Manager to hold an Orientation Meeting with the consultant.

The orientation meeting should be scheduled by the PDE or Project Manager and held as soon as possible after the NTP is issued. The meeting should be attended by the PDE or Project Manager assigned to the project, other Department staff with an interest in the project, and the consultant's project manager and key staff members.

Objectives of the Orientation Meeting are to:

- a. introduce the Department and consultant project team members;
- b. set the proper tone for the project team working relationships, lines of communication, and information exchanges, e.g., clearly establish the principal contacts for both the Department and the consultant regarding technical and administrative issues;
- c. review project objectives, critical design issues, and any Federal, State, or local requirements that will govern or affect the services to be provided;
- d. review the Department's requirements for technical reviews, quality control, progress reporting, and invoicing;
- e. review the Department's performance evaluation program, including timing and content of evaluations and consultant's method for responding to the evaluations;
- f. discuss the procedures for conflict resolution; and
- g. review the consultant's detailed work plan and schedule and any key dates that affect Department or consultant actions, such as providing date, delivering plans, or attending review meetings and public hearings.

#### 5.3 CONTRACT TIME

The executed contract contains a completion date based on a total number of days to complete the work described in the scope of work. The consultant will be subject to liquidated damages if certain completion dates or project milestones in the contract have not been met. These completion dates shall be established during negotiations for the project between the consultant and the Department's Negotiation Team. If the Department determines project urgency, the Department may elect to use incentive dates. The incentive dates will be placed on specific activities which drive the project. Incentive and disincentive dates and conditions will be described in the RFP. Extensions to deliverables may be requested by either the PDE or Project Manager or the consultant, however, extensions will only be considered when justified by the addition of extra work, or when a change in the conditions related to execution of the contract necessitates additional time to complete the work. No extensions can be made to the four year term of the contract.

If a contract is placed on hold for reasons beyond the consultant's or the Department's control, the consultant shall stop all work on the contract and the contract time will stop elapsing. Upon the release of the contract from hold status, the consultant may resume work on the contract. The Department will re-calculate the completion date based on the remaining contract time, and will officially notify the consultant of the new completion date. If the hold status is required due to the consultant's activities or performance, the contract time may or may not be adjusted upon release of the hold status based on the discretion of the PDE.

#### **5.4 QUALITY CONTROL REQUIREMENTS**

In order to certify that the Consultant has an acceptable Quality Control/Quality Assurance plan in effect, they must submit a project specific version of this plan within fifteen (15) working days of the NTP. The plan should include, at a minimum, the following information:

##### **5.4.1 Overview**

- a. Use of the corporate QA/QC Plan (tailored to the individual project).
- b. Demonstrate training of team members in QA/QC process.
- c. Show clear understanding of Client's standards and objectives for the project.
- d. Distribute a copy of this QA/QC Plan to all team members.

##### **5.4.2 Responsibility for Plan Implementation**

- a. Identify the primary person responsible for implementing the QA/QC Plan.
- b. Identify the primary person responsible for coordinating interdisciplinary technical reviews and quality/constructability reviews.
- c. Identify the primary person responsible for auditing plan implementation.

##### **5.4.3 Procedures to be used**

- a. Method by which designers and technicians check each other's work.
- b. Provisions for independent design checks.
- c. Establish design computation procedures to check all design work.
- d. Requirements for performing QA/QC process on all project documents.
- e. Use of appropriate, industry accepted or verifiable computer hardware and software.
- f. Project Specific Items (In this section the Project Manager should tailor the elements of the QA/QC Plan specifically to the project by addressing special design features, coordination issues, documents or computer programs expected to be used, etc.)
- g. As part of the project specific quality control plan, the consultant will develop procedures to effectively "sell the project." This item is evaluated under the communication and responsiveness items under the Project Administration element of the Consultant Evaluation Form for Design. Selling the project will continue to remain part of the Public Information aspect related to Preliminary and Final Design.

#### **5.5 PROGRESS MONITORING**

To effectively monitor project progress, there must initially be a clear definition of the project scope. The pre-negotiation meeting with the consultant should result in a realistic and detailed work plan and schedule to guide the project development process for both the Department and the consultant. With this initial schedule as a baseline, monthly progress can be monitored and compared with the baseline. There will be unforeseen circumstances that will cause current progress to move ahead or fall behind the original plan, but routine

delays that are often encountered on certain types of projects should be anticipated, with some float built into the schedule to accommodate them. Also, with a good initial schedule, the overall project impact caused by a delay on one activity can be more readily assessed.

#### 5.5.1 Schedule Preparation

There are numerous microcomputer-based project scheduling packages on the market, ranging from relatively simple and inexpensive models to highly sophisticated, powerful, and expensive models. The Department may require that schedules be prepared in Primavera Project Planner (P3) using departmental activity codes for all key activities. If the use of this program is a requirement of the project, the Department will clearly state it in the RFP. PDE's should evaluate the benefit of requiring the consultants to use a computer-based project scheduling system on a project specific basis. If they determine use of a P3 based schedule is advantageous, the consultant shall be required to provide critical path method activity networks and project schedules in a Gantt Chart format. For complex projects, a resource loaded schedule showing manpower projections and key task assignments may also be required at the PDE's discretion.

If the contract requires, the consultant should prepare the detailed schedule for the project using the agreed upon contract dates for key events as the control points for the schedule. The schedule should clearly define activities and events to be performed by the Department and the consultant. If reviews or activities by other agencies are required, these should be anticipated and scheduled as well. The Schedule should be presented for review and approval at the orientation meeting, discussed above. Once approved, the schedule shall be set as a baseline schedule against which progress can be measured. The baseline schedule shall be submitted within five (5) working days of approval.

#### 5.5.2 Progress Reports

The consultant is required to submit a progress report when submitting an invoice for payment. The invoice and the progress report will be reviewed for consistency and effort.

The progress report should be clearly identified as such and should contain:

- a. Project Identification – Include Project Name, Project Number, Project Control Number, Contract Number, Contract Expiration date
- b. Reporting Period – The month or period covered by the report.
- c. Narrative Discussion of Project Status – Include the following:
  1. discussion of work accomplished since the last progress report,
  2. discussion of work planned to be accomplished before the next progress report,
  3. description of any outstanding issues or concerns, and
  4. statement of overall percentage of project completion;

#### 5.5.3 Progress Meetings

At the option of the PDE or Project Manager, a progress review meeting may be held independently, on a monthly or as-needed basis, or in conjunction with a technical review meeting. If the project is progressing well and the project is of long duration (e.g., nine months or more), a regular monthly progress review meeting may not be required. However, if the project duration is less than nine months, or if the schedule appears to be slipping for reasons within the consultant's control, then monthly review meetings should be held to keep attention focused on the project. On projects with short time frames, small delays can be difficult to make up unless extraordinary effort is made to keep the project on schedule. On very complex projects, or those that require extensive coordination with multiple outside agencies, monthly coordination meetings may be held to facilitate the on-going coordination of activities and to reduce the likelihood of those entities outside the control of the Department or the consultant from adversely impacting the schedule.

#### 5.5.4 Schedule Slippage

If the PDE or Project Manager determines that the project is falling behind schedule, the reason for the slippage should be determined. If the slippage is determined to be within the consultant's control, a request should be made in writing to the consultant for a plan to get the project back on schedule. It should also be stated in the writing that if the consultant does not make every attempt to get the project on schedule that liquidated damages will be imposed. Please refer to Section 5.12 for discussion of liquidated damages. If the delay is being caused by the Department or by circumstances beyond the consultant's control, the PDE or Project Manager should determine what, if anything can be done to expedite the project.

A schedule slippage can have an adverse effect on the project letting date and, in turn, adversely affect the Department's use of funds. If recovery from a schedule slippage is not likely and if the slippage will likely move the project completion date into a new quarter or new fiscal year, the PDE or Project Manager should immediately notify the Regional Design Manager and, in turn, other Department units that may be concerned with fund management.

If the schedule slippage is of sufficient magnitude that the contract completion date is not likely to be met, the responsible party (Department or consultant) should request a time extension with an explanation of the circumstances necessitating the extension.

### 5.6 TECHNICAL REVIEWS

This section addresses general requirements and stages of technical reviews for projects that are underway.

#### 5.6.1 General Requirements

The consultant has total responsibility for the correctness, accuracy, quality control, and completeness of all project documents prepared under their contract with the Department, and shall check all materials accordingly.

If errors and omissions are not caught by the consultant during the design phase, or by spot checks made by the Department, then the consultant will be responsible for any damages or delays resulting from the errors and omissions during construction, through the consultant's professional liability or errors and omissions insurance.

Also, the consultant's performance will be evaluated at key points throughout the design process. Failure to perform the work satisfactorily will result in a low rating, which in turn will reduce the consultant's chances for obtaining additional work with the Department in the future. Performance evaluations are further discussed in Chapter 7.

Each sheet of each plan submittal by the consultant will bear the seal of the New Mexico Registered Professional Engineer or other appropriate registered professional in responsible charge of the work. In addition, the plans will be accompanied by a written certification, signed by the Engineer, stating that the plans are complete (as appropriate for each phase of work), accurate, and in compliance with all applicable standards and specifications.

#### 5.6.2 Technical Review Stages

Technical reviews of work completed by the consultant will be held at key milestones, or stages, of the design process. At each review, the consultant's performance in terms of quality and timeliness of the work will be evaluated. During pre-construction, the evaluations up to the PS&E stage (100% construction plans) will be done by the PDE, with input from other specialists in the Department, and sent to the Consultant Management Unit (CMU) for filing. The PS&E assembly will be evaluated by the P.S. & E. Section. When construction has been completed, a final evaluation of the consultant's plans will be done by the Construction Project Manager, Construction Bureau and PDE or Project Manager from the viewpoint of the construction operation, and sent to the Consultant Management Unit for final tabulation and filing.

The stages at which technical reviews and evaluations are to be done on typical design projects are listed below:

- a. Phase I – Preliminary Engineering Phase and by sub phase;

- b. Phase II – Final Design Phase.
- c. PS&E Assembly
- d. Construction Project Manager Evaluation

Immediately after each review, the PDE will record a score for each applicable item on the evaluation sheet. The evaluation should be done while the results of the review are still fresh in the mind of the PDE. The evaluation forms and their recording and retention procedures are discussed in Chapter 7.0 – Performance Evaluations, and included in Appendix C. Special studies may require special evaluation sheets to be drawn up to suit the nature of the work being performed.

### 5.6.3 Level of Detail

The Department will not provide an extensive check of any plans submitted by the consultant. The Department will review these materials only for conformity with Department procedures and terms of the contract. Review by the Department does not include detailed review or checking of project design or details, or the accuracy of those items included in the project documents. Acceptance of the plans by the Department does not mean that the consultant is relieved of responsibility for errors and omissions. Any errors or omissions in the plans, specifications, and estimates will still be the full responsibility of the consultant. Corrections will be made by the consultant at no additional cost to the Department. Specific requirements will be included in each consultant agreement document.

The Department's review of the materials submitted will be limited to the following:

- a. basic design concepts at field reviews,
- b. proper format of the plan sets,
- c. completeness of the plan sets,
- d. incorporation of required basic information,
- e. incorporation of design recommendations made at previous reviews,
- f. conformance with established design standards,
- g. use of proper quantity values, and
- h. Conformance with approved environmental documentation and mitigation measures.

## 5.7 PROJECT DOCUMENTATION

In general, the PDE is responsible for maintaining a consultant project management file with all pertinent records related to the execution of the contract and progress of the project. These files shall be kept at each Regional Design Office at all times. Some elements of the project file may be maintained in other locations in addition to or instead of the PDE's or Project Managers project file. At a minimum, the project file should contain the following items:

- a. copy of the contract and all amendments (originals maintained by Consultant Management Unit);
- b. documentation of the negotiation history;
- c. copy of consultants QA/QC plan;
- d. copies of monthly progress reports and schedule updates;

- e. copies of performance evaluations (originals maintained by Consultant Management Unit );
- f. copies of all meeting minutes;
- g. copies of all correspondence generated by the project;
- h. copies of all submittals;
- i. copies of all review comments and their resolution; and
- j. any other pertinent documents or items.

## **5.8 DISPUTE RESOLUTION PROCESS**

It is the Department's desire that disputes be resolved at the lowest possible level. In the event that a conflict on project-related issues should arise between the consultant and the PDE or another member of the design team and a satisfactory resolution cannot be reached, the Dispute Resolution Process should be initiated. The Dispute Resolution Process involves bringing the matter to the attention of successively higher levels of authority until a settlement can be reached. As a last resort, the Claims Review Board will make the final decision on the proper resolution of the issue. The hierarchy of authority for Dispute Resolution is:

- a. Regional Design Manager
- b. Program Management Manager
- c. Office of Infrastructure Chief Engineer, and
- d. Department's Claims Review Board

If the conflict cannot be resolved by the design team, the PDE or Project Manager will notify the Professional Services Contract Management Manager and Regional Design Manager of the dispute and the issues involved. If the Professional Services Contract Management Manager and Regional Design Manager cannot reach agreement with the consultant, the Program Management Manager will notify the Infrastructure Chief Engineer of the dispute and the issues involved. The Chief Engineer will review the issues and make a decision regarding the need to have a review by the Department's Claims Review Board or to terminate the contract for cause. The Chief Engineer will obtain the concurrence of the Secretary for either course of action and proceed accordingly.

## **5.9 SCOPE CHANGES**

When significant changes occur in the scope, character, or complexity of the work, a supplemental or amended agreement may be negotiated if it is mutually agreed that such changes are necessary. The consultant will prepare a revised scope of work and labor and cost estimate for review and approval by the Department. If the change in scope is approved, a supplemental or amended agreement will be processed, following normal Department contracting procedures.

**No claim for extra work done can be made prior to receipt of a duly executed supplemental or amended agreement and Notice-to-Proceed.**

## **5.10 KEY PERSONNEL CHANGES**

Consultant firms are selected for contracts based in part on the team of personnel presented in their proposal. Any changes to the key personnel identified in the consultant's proposal must be approved by the Department prior to the change being implemented by the consultant.

## **5.11 PAYMENTS AND INVOICES**

The Consultant may invoice the Department for work performed or partially completed under a valid contract, but not more frequently than once each month. Invoices may not be submitted for any month in which no work was done. Invoices should only reflect monies due for services performed during the reported billing period.

#### 5.11.1 Routine Processing

The invoice will be submitted on the consultant's letterhead, and shall follow the Department's standard billing form indicating the amount due based on percent complete. The invoice must be consistent with the progress reported in the progress report. A sample invoice layout is shown in Figure 2. Additionally, a notarized copy of Form for Race Conscious and Certified Payment (Form No. A-644) must accompany each invoice and a progress report. A copy of Form A-664 is included in Appendix D.

Invoices shall be submitted directly to the Consultant Management Unit. Consultant Management Unit will confirm accuracy and compliance with contract limitations, determine retention, prepare a billing tape, ensure invoice date is correct, and ensure Form A-644 and Progress report is attached. Once all is accepted by the Consultant Management Unit the invoice including all attachments will be forwarded to the PDE (or other designated Project Manager) to review the invoice amount in relation to the consultant's progress. If the invoice is consistent with consultant's progress and progress report, the invoice will be approved for payment and forwarded to the Program Management Manager. The Consultant Management Unit Manager will approve all parties' approval of the payment invoice and forward for processing. The Consultant Management Unit then prepares a payment voucher for the invoice, and obtains the proper approvals.

#### 5.11.2 Overpayment Precaution

The Department is not responsible for any additional work performed by the consultant prior to receipt of a duly executed supplemental or amended agreement and notice to proceed. Any extra work performed by the consultant without a written agreement is done at the consultant's risk.

#### 5.11.3 Discrepancies on Improper Invoices

If an invoice is found to be inaccurate or inappropriate based on the work performed by the PDE and CMU , the invoice will be disapproved immediately of finding discrepancy and the consultant will be informed of defect or objection and will provide remedial action. If the invoice is missing required progress report or Form A644 upon receipt the consultant they will be notified for remedial action and asked to re-submit with a new invoice date-Upon re-submittal of a corrected invoice by the consultant, routine processing may proceed. The Department encourages each firm to understand and meet the invoicing requirements so that prompt payment is achieved.

#### 5.11.4 Amended Agreements/Invoices

When a contract is amended for a fee amount and associated work, the consultants request for payments shall reflect the addition of amended services and fees. The amended services and fees shall institute a separate work description and fee sub-total in the consultant request for payment.

### **5.12 LIQUIDATED DAMAGES**

Should the Consultant fail to satisfactorily complete the work and services on or before the Contract completion date(s) as provided for in the Contract, liquidated damages shall be assessed and withheld from final payment, in the amount of Two Hundred Fifty Dollars (\$250) per day or one-quarter of one percent per day of the Engineer's sum fee, whichever is less. If liquidated damages assessed herein exceed the amount of money due the Consultant as retainage , the Consultant shall be liable to pay the Department the amount of such excess. Provided that if the Contractor finds it impossible for reasons beyond their control to complete the work within the specified contract time, the Contractor may, 30-days prior to the applicable completion date, make a written request to the Department for an extension setting forth therein the reasons justifying the request. If the work has been delayed because of conditions beyond the control and without fault of the Contractor, the Department shall extend the time for completion in such amount as the conditions justify. Upon execution of the amended contract the extended time for completion shall be in full force and affect the same as though it were the original time for completion.

The Department reserves the right to impose incentive fees when a consultant completes assignments prior to or after the contract completion date(s) or key milestone date(s) during the progress of the project. The pre-set amount shall be based on the complexity of the project.

The amount of the incentive fees shall be negotiated into the contract in the same manner as liquidated damages.



## Chapter 6

### CONTRACT CLOSE OUT

#### 6.1 OVERVIEW

This chapter of the manual provides guidelines for close-out of the contract and making the final payment to the consultant.

#### 6.2 CLOSE-OUT CHECKLIST

Prior to releasing the payment retention and making the final payment to the consultant, the PDE will make a determination that the consultant has completed all required work and has submitted all required deliverables.

The following checklist is a general guideline for most projects and should be amended, if necessary, to meet the requirements of a specific project:

- a. Request for Proposal;
- b. Contract Negotiation Documentation;
- c. Contract (including amendments);
- d. Progress Payment Documentation;
- e. Contract Deliverables (Reports, Plans, Studies)
- f. Liquidated Damages Assessment Report
- g. Contract Closeout Documentation (Final Invoice, Notice to Close)

#### 6.3 FINAL PAYMENT

When all project work and required submittals have been completed, the consultant may submit the final progress report and final invoice. The final submittal will be accompanied by a letter signed by the professional in responsible charge, stating that all contract requirements have been fulfilled and that the enclosed invoice is the final invoice for the project and that no further charges are pending. A separate invoice will be submitted for release of all retention.

The PDE or Project Manager will check the final invoice and verify that all work has been completed, once this has been completed the PDE or Project Manager shall fill out the Liquidated Damages Assessment Form and submit to the Consultant Management Unit. When satisfied that all requirements have been met, the PDE or Project Manager will approve the final invoice and release of retention request, and forward the document through the normal channels for final payment.

#### 6.4 RECORD RETENTION

Upon delivery of project deliverable and make available on CD for Consultant Management Unit records by the consultant, the PDE will make sure that all drawings, calculations, correspondence, notes, and other records associated with the project are placed in a permanent project file. The consultant shall maintain all books, documents, drawings, financial records and other documents pertaining to a project for a period of no less than five (5) years after the completion of the contract.

#### 6.5 OWNERSHIP OF MATERIALS

All documents developed by a consultant engineering or surveying firm under a contract with the Department are the property of the State. This includes drawings, tracings, reports, field notes, specifications, design calculations, quantity calculations, cost estimates, computer file data and other deliverables. Unless otherwise specified by the PDE, these materials are to be delivered to the Department prior to closing out the contract and making final payment to the consultant. The consultant is fully responsible for these items prior to their delivery to the

Department, and shall replace any item lost or destroyed prior to final delivery at no additional cost to the Department.

## **6.6 PATENTS AND COPYRIGHTS**

Any documents or deliverables described in Section 6.5 above that may be patented or copyrighted are the property of the Department and shall not be used or released by the consultant or any other person unless prior written approval is granted by the Department. In addition, the following restrictions apply:

### **6.6.1 COPYRIGHTS**

In the event permission is granted to obtain a copyright, the Department, and if applicable the FHWA, shall be granted the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the material, and to authorize others to use the material for government purposes. Publication by either party shall give credit to the other party and the FHWA, if applicable.

### **6.6.2 PATENTS**

If a patentable invention occurs under a federal-aid contract, the U.S. Government may reserve the right to acquire the principal or exclusive rights to the invention. The rights and responsibilities of all parties are specified in 41 CFR 1 – 9.1.

### **6.6.3 RECORD KEEPING AND DOCUMENTATION**

The consultant will be fully responsible for establishing and maintaining effective identification procedures for any patentable invention or discovery. These procedures shall include maintenance of records necessary to document the conception or first application of the invention or discovery.

The consultant shall provide the Department with the following information:

- a. A complete technical disclosure for each patentable invention or discovery within 6 months after the conception or first application. The disclosure should identify the contract and the inventor, and include a sufficiently detailed description to understand the purpose, nature and operation of the invention or discovery.
- b. Patent agreements to effectuate the provisions of this clause obtained from all persons employed by the consultant who performed any part of the work under the contract, except for clerical or manual labor.

### **6.6.4 ASSIGNMENT OF RIGHTS**

The Department shall have all rights accrued from any patentable invention or discovery made by a consultant under contract to the State, with the exception of those rights claimed by the U.S. Government under item 6.6.2 above. The Department will grant the consultant an irrevocable, non-transferable and royalty-free license to use each invention or discovery in any lawful manner in any location in which the consultant conducts business.

## **6.7 DISPUTE RESOLUTION**

In the event that any disputes should arise during final close-out of the project, the standard procedure for Dispute Resolution should be followed (See Section 5.8).

## Chapter 7

### PERFORMANCE EVALUATION

#### 7.1 OVERVIEW

This chapter describes procedures for evaluating consultant performance, and maintaining the data for future use in the consultant selection process.

Consultant performance evaluation is important for two reasons. First, it provides a means of monitoring the quality of work done on a specific project. If done properly, in stages as the project progresses, performance evaluations can result in a better product than if the evaluation is done only at the end of the project. Second, the cumulative record of performance on previous projects is a key element in evaluation of the consultant's qualifications for future work.

In the past, the Department's practice was to assess liquidated damages in a "reactive" way after the project was over. The current practice is more "proactive" because the staged performance evaluations provide the consultant an opportunity to improve performance as the work progresses. Additionally, the staged approach to performance evaluations provides a vehicle to open lines of communication between the Department and the Consultant to ensure that appropriate measures are being undertaken to meet the schedule, cost and quality goals of the project to all parties' satisfaction.

#### 7.2 EVALUATION PROCEDURE

During the review of each major phase of a project, as outlined in Section 5.6.2, the Project Development Engineer (PDE) will rate the consultant's performance. Where necessary, the PDE will obtain input from other members of the project team in specialty areas such as bridge design, traffic, and geotechnical.

Sample evaluation forms for design projects that may be used for this purpose are shown in Appendix C. Each item is rated on a scale of poor to excellent. All evaluations should be recorded on the form in ink to preserve the integrity of the data.

Not all items will apply to every job. If not applicable, the item should be left blank.

The PDE or Project Manager will complete the consultant's evaluation form and forward to the Consultant Management Unit (CMU) for filing in the project file until the design services have been completed. One copy each of the evaluation form will be submitted to the consultant and the other shall be retained in the project file. The original evaluation form will be sent to the Consultant Management Unit.

The Consultant Management Unit will keep the original of the completed form in the Consultant project file. At this point, the evaluation form should be complete for the first two stages of evaluation. The only remaining evaluation to be performed is at completion of construction.

The Assistant District Engineer will send the Evaluation Form to the Project Engineer who will be managing the construction project. At the end of the construction stage, the Project Manager, Construction Bureau Liaison, and PDE or Project Manager will evaluate the consultant from the viewpoint of the quality of the plans for construction purposes. The completed form will be returned by email to the PSCM.

The Consultant Management Unit will ensure that an evaluation sheet is completed and returned on every project. If necessary, the Consultant Management Unit will contact the PDE or the Assistant District Engineer to obtain the completed evaluation form for the project.

A copy of the performance evaluation form will be sent to the consultant by The Consultant Management Unit after the completion of each review. A cover letter will accompany the form, and if applicable, will summarize the areas in which the consultant needs improvement. This is done so that the consultant will know the areas in which improvement is needed in a timely manner, allowing those improvements to be made during the progress of the contract.

In the event the Consultant disagrees with any portion of the performance evaluation, they may prepare a response letter to address the areas of disagreement. Response letters should be addressed to the Consultant Management Unit, and will become a part of the Consultants project file .

If a Consultant's performance is rated as needs improvement or unsatisfactory in three (3) or more areas, the Consultant may be requested by the Consultant Management Unit to meet with the Consultant Management Unit and the PDE to propose a method to remedy the performance shortcomings. Documentation of the meeting, proposed remedy and the outcome of the corrective time period will be placed in the Consultant project file. Each time that a consultant completes a project, another completed evaluation form will be added to the Consultant project file. The Consultant Management Unit will keep all completed evaluation forms on record for a period of five (5) years following the completion of the construction phase evaluation. These forms will be made available to the PSSC to evaluate the consultant's qualifications when being considered for future projects. Although no specific point value is assigned to past performance evaluations as an item, they will be considered as a part of the past performance rating category in conjunction with materials provided in the Consultant's proposal.

## Chapter 8

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 8.1 OVERVIEW

This chapter of the manual briefly covers the Disadvantaged Business Enterprise (DBE) Program that is required under federal law for New Mexico to be eligible to receive federal-aid highway funds, federal transit funds, and federal airport funds. Detailed up-to-date information on this program should be obtained from the Department's Office of Equal Opportunity Programs. The DBE Program does not apply to non-federal aid projects or programs.

#### 8.2 PROGRAM REQUIREMENTS

The New Mexico Department of Transportation's DBE Program is set out in 18 NMAC 28.2 and has been established in compliance with the US Department of Transportation (USDOT) Regulations. The objectives of the DBE program are:

- a. To ensure nondiscrimination in the award and administration of USDOT assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;
- b. To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- c. To ensure that USDOT's DBE program is narrowly tailored in accordance with applicable law;
- d. To ensure that only firms that fully meet the eligibility standards specified in 49 CFR Part 26 are permitted to participate as DBEs;
- e. To help remove barriers to the participation of DBEs in USDOT assisted contracts;
- f. To assist the development of firms that compete successfully in the marketplace outside the DBE program;
- g. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs; and
- h. To comply with the New Mexico Procurement Code NMSA 13-1-28 through 13-1-199, 1978, as amended, and any applicable regulations thereto.

The federal regulations observe a national aspiration goal of 10% DBE participation in federal-aid public works construction and require the primary recipients to establish yearly overall goals based upon the local availability of DBEs ready, willing and able to participate. The Department with approval of the State Transportation Commission establish the annual state goal and submit to the FHWA by August 1 of each year. The Department is committed to strive to meet the annual DBE goal in both the federal-aid construction and the consultant design programs.

In order to ensure that all recipients of USDOT assisted contracts do not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE Program, all consultant contractors, local government, and all other consultants/contractors are required to submit the following pre-award DBE form requirements:

- a. Form No. A-645: EEO Employee Data and Policy Statement Information. Appropriate information and certification shall be submitted with the Proposal.
- b. Form No. A-1013: Design or Other Consultant Offeror's List. This is to be submitted by all design or other consultants at the time of submittal of the proposal. Failure to submit this form at the time of submittal of the consultant proposal will render the proposal non-responsive. Upon review of the A-1013, OEOP shall verify that a "Participating Contractor or Consultant Annual Profile Registration" form has been received from all listed. OEOP will assure that this form is submitted by the design consultant, sub design consultant or other consultant to the OEOP once a year between October 1 and September 30.
- c. Form No. A1014: NMDOT DBE Annual State Goal(s) Awareness Certification. This form shall be submitted by all offerors at the time a proposal is submitted for federally assisted contracts.

- d. Form No. A585B DBE A-2 (for race conscious measure projects): Race Conscious Measure Project Contract Goal for Disadvantaged Business Enterprise Program for Design Consultants or Other Consultants. This form shall be completed by all responsible offerors and included with other required documents in the "Proposal Package" upon successful negotiations for consulting services. An offeror's written assurance will be considered binding.

Each contract the Department enters into with a construction contractor, design consultant and other consultants or recipient on a USDOT assisted project shall ensure that such contract and subcontracts shall include the following DBE assurances:

- a. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The Department shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and the administration of DOT assisted contracts. The Department's DBE Program, as required by CFR 49 part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Department of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- b. The contractor/sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. Notice to Contractors – August 17, 2000, regarding Prompt Payment, Retainage, and Overconcentration program changes.
- d. The Department's DBE Program, 18 NMAC 28.2, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated herein by reference and made part of this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Contractor/Consultant of its failure to carry out the terms and conditions of the DBE Program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- e. From time to time the Department shall receive interpretations from US DOT, which shall be binding on Department, sub-recipients and contractors.

The design consultant/offeror or other consultants shall keep such records as necessary to ensure compliance with its DBE utilization obligations. As requested, the design consultant/offeror or other consultants will submit all subcontracts and other financial transaction documentation executed with DBEs in such form, manner and content as prescribed by the Department. All such records must be retained by the design consultant/offeror or other consultants for at least three (5) years after project acceptance by the FHWA following the completion of the contract. These records shall be available for inspection by the Department, the FHWA, the US DOT or other appropriately sanctioned New Mexico state agencies or federal agencies or departments. The following forms are required to be submitted by the design consultant/offeror or other consultant:

- a. Form No. A-1012: Participating Contractor's or Consultants Annual Profile Registration. This form is to be submitted by the contractor, subcontractor, design consultant, sub design consultant or other consultant to the OEOPB once a year between October 1 and September 30.
- b. Form No. A-644: Monthly Prime Contractor of Prime Consultant Payment Information. Upon award of project, the top half is to be completed by the consultant/offeror and submitted to the Consultant Contractors Management Unit on a monthly basis. Incomplete submission of Form No. A-644 with the monthly estimates will result in delay of payment.

**APPENDIX A**

**FHWA REGULATIONS**

# TITLE 23 - HIGHWAYS

## PART 172 - ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICE CONTRACTS

### Chapter 1.0 Code of Federal Regulations

#### Title 23 – Highways

##### **§ 172.1 Purpose and applicability.**

This part prescribes policies and procedures for the administration of engineering and design related service contracts under 23 U.S.C. 112 as supplemented by the common grant rule, 49 CFR part 18. It is not the intent of this part to release the grantee from the requirements of the common grant rule. The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost. Recipients of Federal funds shall ensure that their sub recipients comply with this part.

**§ 172.3 Definitions.** As used in this part: *Audit* means a review to test the contractor's compliance with the requirements of the cost principles contained in 48 CFR part 31.

*Cognizant agency* means any Federal or State agency that has conducted and issued an audit report of the consultant's indirect cost rate that has been developed in accordance with the requirements of the cost principles contained in 48 CFR part 31.

*Competitive negotiation* means any form of negotiation that utilizes the following:

- (1) Qualifications-based procedures complying with title IX of the Federal Property and Administrative Services Act of 1949 (Public Law 92-582, 86 Stat. 1278 (1972));
- (2) Equivalent State qualifications-based procedures; or
- (3) A formal procedure permitted by State statute that was enacted into State law prior to the enactment of Public Law 105-178 (TEA-21) on June 9, 1998.

*Consultant* means the individual or firm providing engineering and design related services as a party to the contract.

*Contracting agencies* means State Departments of Transportation (State DOTs) or local governmental agencies that are responsible for the procurement of engineering and design related services.

*Engineering and design related services* means program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services with respect to a construction project subject to 23 U.S.C. 112(a).

*One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared for the consultant.

## **§ 172.5 Methods of procurement**

(a) ***Procurement.*** The procurement of Federal-aid highway contracts for engineering and design related services shall be evaluated and ranked by the contracting agency using one of the following procedures:

***(1) Competitive negotiation.*** Contracting agencies shall use competitive negotiation for the procurement of engineering and design related services when Federal-aid highway funds are involved in the contract. These contracts shall use qualifications-based selection procedures in the same manner as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 541-544) or equivalent State qualifications-based requirements. The proposal solicitation (project, task, or service) process shall be by public announcement, advertisement, or any other method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Price shall not be used as a factor in the analysis and selection phase. Alternatively, a formal procedure adopted by State Statute enacted into law prior to June 9, 1998 is also permitted under paragraph (a)(4) of this section.

***(2) Small purchases.*** Small purchase procedures are those relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11). Contract requirements should not be broken down into smaller components merely to permit the use of small purchase requirements. States and sub recipients of States may use the State's small purchase procedures for the procurement of engineering and design related services provided the total contract costs do not exceed the simplified acquisition threshold fixed in 41 U.S.C. 403(11).

***(3) Noncompetitive negotiation.*** Noncompetitive negotiation may be used to procure engineering and design related services on Federal-aid participating contracts when it is not feasible to award the contract using competitive negotiation, equivalent State qualifications-based procedures, or small purchase procedures. Contracting agencies shall submit justification and receive approval from the FHWA before using this form of contracting. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- (i) The service is available only from a single source;
- (ii) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
- (iii) After solicitation of a number of sources, competition is determined to be inadequate.

***(4) State statutory procedures.*** Contracting agencies may procure engineering and design related services using an alternate selection procedure established in State statute enacted into law before June 9, 1998.

(b) ***Disadvantaged Business Enterprise (DBE) program.*** The contracting agency shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. (c) ***Compensation.*** The cost plus a percentage of cost and percentage of construction cost methods of compensation shall not be used.

## **§ 172.7 Audits.**

(a) ***Performance of audits.*** When State procedures call for audits of contracts or subcontracts for engineering design services, the audit shall be performed to test compliance

with the requirements of the cost principles contained in 48 CFR part 31. Other procedures may be used if permitted by State statutes that were enacted into law prior to June 9, 1998.

(b) *Audits for indirect cost rate.* Contracting agencies shall use the indirect cost rate established by a cognizant agency audit for the cost principles contained in 48 CFR part 31 for the consultant, if such rates are not under dispute. A lower indirect cost rate may be used if submitted by the consultant firm, however the consultant's offer of a lower indirect cost rate shall not be a condition of contract award. The contracting agencies shall apply these indirect cost rates for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and the indirect cost rates shall not be limited by any administrative or de facto ceilings. The consultant's indirect cost rates for its one-year applicable accounting period shall be applied to the contract, however once an indirect cost rate is established for a contract it may be extended beyond the one year applicable accounting period provided all concerned parties agree. Agreement to the extension of the one-year applicable period shall not be a condition of contract award. Other procedures may be used if permitted by State statutes that were enacted into law prior to June 9, 1998.

(c) *Disputed audits.* If the indirect cost rate(s) as established by the cognizant audit in paragraph (b) of this section are in dispute, the parties of any proposed new contract must negotiate a provisional indirect cost rate or perform an independent audit to establish a rate for the specific contract. Only the consultant and the parties involved in performing the indirect cost audit may dispute the established indirect cost rate. If an error is discovered in the established indirect cost rate, the rate may be disputed by any prospective user.

(d) *Pre notification; confidentiality of data.* The FHWA and recipients and sub recipients of Federal-aid highway funds may share the audit information in complying with the State or sub recipient's acceptance of a consultant's overhead rates pursuant to 23 U.S.C. 112 and this part provided that the consultant is given notice of each use and transfer. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the State or sub recipient's acceptance of a consultant's overhead rates pursuant to 23 U.S.C. 112 and this part without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance, however should a release be required by law or court order, such release shall make note of the confidential nature of the data.

### **§ 172.9 Approvals.**

(a) *Written procedures.* The contracting agency shall prepare written procedures for each method of procurement it proposes to utilize. These written procedures and all revisions shall be approved by the FHWA for recipients of federal funds. Recipients shall approve the written procedures and all revisions for their sub recipients. These procedures shall, as appropriate to the particular method of procurement, cover the following steps:

- (1) In preparing a scope of work, evaluation factors and cost estimate for selecting a consultant;
- (2) In soliciting proposals from prospective consultants;
- (3) In the evaluation of proposals and the ranking/selection of a consultant;
- (4) In negotiation of the reimbursement to be paid to the selected consultant;
- (5) In monitoring the consultant's work and in preparing a consultant's performance evaluation when completed; and
- (6) In determining the extent to which the consultant, who is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors or deficiencies in design furnished under its contract.

(b) *Contracts.* Contracts and contract settlements involving design services for projects that have not been delegated to the State under 23 U.S.C. 106(c), that do not fall under the small purchase procedures in § 172.5(a)(2), shall be subject to the prior approval by FHWA, unless an alternate approval procedure has been approved by FHWA.

(c) *Major projects.* Any contract, revision of a contract or settlement of a contract for design services for a project that is expected to fall under 23 U.S.C. 106(h) shall be submitted to the FHWA for approval.

(d) *Consultant services in management roles.* When Federal-aid highway funds participate in the contract, the contracting agency shall receive approval from the FHWA before hiring a consultant to act in a management role for the contracting agency.

# **APPENDIX B**

## **NMDOT ADMINISTRATIVE POLICIES AND MEMORANDA**

**TITLE 18                   TRANSPORTATION AND HIGHWAYS**  
**CHAPTER 28               HIGHWAY CONTRACTING AND BIDDING**  
**PART 3                     SELECTION COMMITTEE FOR QUALIFICATIONS BASED PROPOSALS**

**18.28.3.1               ISSUING AGENCY:** New Mexico Department of Transportation, P.O. Box 1149 Santa Fe, New Mexico 87504-1149.  
[18.28.3.1 NMAC - Rp, 18 NMAC 28.3.1, 12/01/2004]

**18.28.3.2               SCOPE:** New Mexico department of transportation. General public. Engineering consultants.  
[18.28.3.2 NMAC - Rp, 18 NMAC 28.2, 12/01/2004]

**18.28.3.3               STATUTORY AUTHORITY:** NMSA 1978, Section 13-1-121 (D).  
[18.28.3.3 NMAC - Rp, 18 NMAC 28.3.3, 12/01/2004]

**18.28.3.4               DURATION:** Permanent.  
[18.28.3.4 NMAC - Rp, 18 NMAC 28.3.4, 12/01/2004]

**18.28.3.5               EFFECTIVE DATE:** December 1, 2004, unless a later date is cited at the end of a section.  
[18.28.3.5 NMAC - Rp, 18 NMAC 28.3.5, 12/01/2004]

**18.28.3.6               OBJECTIVE:** To create a professional services selection committee to serve as the selection committee for transportation projects of the New Mexico department of transportation using competitive sealed qualifications based proposals. This selection committee is necessary in order for the New Mexico department of transportation to fulfill its duties and responsibilities by effectively and continuously managing and conducting its work on transportation projects through the procurement process.  
[18.28.3.6 NMAC - Rp, 18 NMAC 28.3.6, 12/01/2004]

**18.28.3.7               DEFINITIONS:** [RESERVED]

**18.28.3.8               COMMITTEE FOR QUALIFICATIONS BASED PROPOSALS:**

A. The professional services selections committee for transportation projects using competitive sealed qualifications based professional services shall consist of the following members:

- (1) permanent members:
  - (a) context sensitive solutions manager, or designee, who shall serve as chair, non-voting member;
  - (b) infrastructure division director, or designee, voting member;
  - (c) programs division director, or designee, voting member;
  - (d) regional design manager overseeing project development engineers or development support services manager, or designee, voting member;
  - (e) deputy secretary for business support, or designee, voting member, and
  - (f) district engineer, or designee, voting member.

- (2) advisory (non-voting) members:
  - (a) contract administration section;
  - (b) equal employment opportunity programs bureau;
  - (c) federal highway administration (only if federal participation is requested);
  - (d) development support services bureau;
  - (e) state transportation commission member (at their discretion);
  - (f) project development engineer or project manager;
  - (g) professional services contracts manager; and
  - (h) any other person as requested by the secretary of transportation.

B. Members of the state transportation commission may attend any or all meetings of the professional services selection committee for consultant engineering and land surveyors at their discretion, but shall not participate in the selection process directly or indirectly.  
[18.28.3.8 NMAC - Rp, 18 NMAC 28.3.8, 12/01/2004]

**HISTORY OF 18.28.3 NMAC:**

**Pre-NMAC History:** The material in this part was derived from that previously filed with the State Records Archives under: SHTD Rule 93-4, Emergency Rule creating a Highway Project Selection Committee for Competitive Sealed Qualifications Based Proposals, filed 6/29/93; SHTD Rule 93-4, Rule Creating a Highway Project Selection Committee for Competitive Sealed Qualifications Based Proposals, filed 11/2/93; and SHTD Rule 93-4, Amendment 1, Amendment to Rule Creating a Highway Project Selection Committee for Competitive Sealed Qualifications Based Proposals, filed 12/15/94.

**History of Repealed Material:** 18 NMAC 28.3, Selection Committee for Qualification Based Proposals (filed 01/02/1998) repealed 12/01/2004.

**Other History:** SHTD Rule 93-4, Rule Creating a Highway Project Selection Committee for Competitive Sealed Qualifications Based Proposals, filed 11/2/93 was renumbered, reformatted, amended and replaced by 18 NMAC 28.3, Selection Committee for Qualification Based Proposals, effective 01/15/1998.  
18 NMAC 28.3, Selection Committee for Qualification Based Proposals (filed 01/02/1998) was replaced by 18.28.3 NMAC, Selection Committee for Qualifications Based Proposals, effective 12/01/2004.

# APPENDIX C

## PERFORMANCE EVALUATIONS

### Explanation of Evaluation Form

The Project Development/Consultant Section is responsible for preparing performance evaluations for each project developed by outside consultants. The purpose of the evaluation is to provide feedback to the Consultant as well as the Department so that the quality of the highway program may be improved. The evaluations may be used as input for the selection of consultants for future projects.

The Consultant's performance on a design project is evaluated after each phase of the contract. The evaluation for each phase of the contract is prepared after the work required by that phase of the contract has been completed and generally follows the outline of the work performed in the phase. The work elements have been broken down into two parts. Part I, Project Administration, evaluates how the project was managed and the interaction between the Consultant and the Department. Part II, Project Submittals, evaluates the quality of the final products required by the contract.

### Explanation of Terms

Rating	= Letter value describing the Consultant's performance on a particular work element.
General Rating	= Letter value given for this part of the evaluation based on a weighted average for these elements.
Overall Rating	= Letter value given based on all elements pertaining to this project.
E	= Performance that consistently exceeds expectations. Examples include substantial design and construction cost and time savings, complete and error free work products well beyond the average work product typically submitted by consultants.
G	= Performance that exceeds expectations. Performance on these elements is above the average expected for this project.
S	= Performance that met the requirements as described in the contract. Some comments made by the Department on the work products required resolution.
NI	= Expectations were occasionally met and a significant amount of comments made by the Department required resolution.
U	= Performance consistently failed to meet expectations. Significant amount of rework was required to meet the requirements of the contract.

The Consultant may provide comments to the evaluation which shall be sent to:

New Mexico Department of Transportation  
Preliminary Design Bureau  
Consultant Management Unit, Room 133  
P. O. Box 1149  
Santa Fe, New Mexico 87504-1149

<b>Phase I Services</b>	
<b>Control Number:</b> _____	<b>Project Number:</b> _____
<b>Project Description:</b> _____	
<b>Consultant:</b> _____	<b>Project Manager:</b> _____
<b>Project Development Engineer:</b> _____	<b>Contract Amount:</b> _____
<b>Sub-Consultants:</b>	
<b>Surveying:</b> _____	<b>Other:</b> _____
<b>Environmental:</b> _____	<b>Other:</b> _____
<b>Right-of-Way:</b> _____	<b>Other:</b> _____

Elements	Rating
<b>I. Project Administration</b>	
A. Communication	_____
B. Responsiveness	_____
C. Schedule Adherence	_____
D. Cooperation	_____
E. Coordination	_____
General Rating Part I:	_____
<b>II. Project Activities - 50%</b>	
A. Alignment Study	_____
B. Location Survey & Mapping	_____
C. Preliminary Property Ownership Maps	_____
D. Traffic Studies	_____
E. Environmental Process & Documents	_____
F. Utility Designation, Location & Mapping	_____
G. Drainage Reports	_____
H. Preliminary Roadway & Bridge Plans	_____
I. Preliminary Right-of-Way Needs	_____
General Rating Part II:	_____
Ratings: E = Exceeds Expectations* G = Good, Above Average S = Meets Expectations NI = Needs Improvement* U = Unsatisfactory*  * Provide Explanation	

**III. Overall Rating** \_\_\_\_\_

**IV. Remarks** (Attach additional sheets as necessary):

Evaluation By: _____	Date: _____
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**Phase II Services**

<b>Control Number:</b> _____	<b>Project Number:</b> _____
<b>Project Description:</b> _____	
<b>Consultant:</b> _____	<b>Project Manager:</b> _____
<b>Project Development Engineer:</b> _____	<b>Contract Amount:</b> _____
<b>Sub-Consultants:</b>	
<b>Surveying:</b> _____	<b>Other:</b> _____
<b>Environmental:</b> _____	<b>Other:</b> _____
<b>Right-of-Way:</b> _____	<b>Other:</b> _____

<b>Elements</b>	<b>Rating</b>	
<b>I. Project Administration - 50%</b>		
A. Communication	_____	
B. Responsiveness	_____	
C. Schedule Adherence	_____	
D. Cooperation	_____	
E. Coordination	_____	
General Rating Part I:	_____	Ratings:
<b>II. Project Activities - 50%</b>		
A. Partnering	_____	E = Exceeds Expectations*
B. Public Relations	_____	G = Good, Above Average
C. Geotechnical Services	_____	S = Meets Expectations
D. Right-of-Way Design	_____	NI = Needs Improvement*
E. Final Design	_____	U = Unsatisfactory*
F. Visual/Aesthetic Design	_____	
G. Environmental Follow-up	_____	
H. Permitting	_____	
I.	_____	
General Rating Part II:	_____	* Provide Explanation

**III. Overall Rating** \_\_\_\_\_

**IV. Remarks** (Attach additional sheets as necessary):

Evaluation By: \_\_\_\_\_ Date: \_\_\_\_\_

**ON CALL SERVICES**

<b>Control Number:</b> _____	<b>Project Number:</b> _____
<b>Task Description:</b> _____	
<b>Consultant:</b> _____	<b>Project Manager:</b> _____
<b>Project Development Engineer:</b> _____	<b>Contract Amount:</b> _____
<b>Sub-Consultants:</b> _____	
_____	<b>Other:</b> _____
_____	<b>Other:</b> _____
_____	<b>Other:</b> _____

Elements	Rating	
<b>I. Project Administration</b>		
A. Communication	_____	
B. Responsiveness	_____	
C. Schedule Adherence	_____	
D. Cooperation	_____	
E. Coordination	_____	
General Rating Part I:	_____	Ratings:
<b>II. Project Activities - 50%</b>		
A. Efficiency on Task	_____	E = Exceeds Expectations*
B. Timely in completing Task	_____	G = Good, Above Average
C. Consultant met Milestone dates on assigned task(s)	_____	S = Meets Expectations
D. Objectives Met	_____	NI = Needs Improvement*
E. Consultant approach to issued task effective	_____	U = Unsatisfactory*
F. Project Impact	_____	
G. Value of work for price charged	_____	* Provide Explanation
H. Quality Assurance & Quality check on deliverable's	_____	
General Rating Part II:	_____	

**III. Overall Rating** \_\_\_\_\_

**IV. Remarks** (Attach additional sheets as necessary):

Evaluation By: \_\_\_\_\_ Date: \_\_\_\_\_



Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 YEAR \_\_\_\_\_. BY: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

**INSTRUCTIONS**

**SUMMARY OF PAYMENT INFORMATION**

<b>a. PREVIOUS ACTUAL PAYMENTS TO DBES</b>	List previous total from item c	<b>g. PREVIOUS ACTUAL PAYMENTS TO NON DBES</b>	List previous total from item i
<b>b. ACTUAL PAYMENT TO DBES THIS PERIOD</b>	Add above payments marked "Yes"	<b>h. ACTUAL PAYMENT TO NON DBES THIS PERIOD</b>	Add above payments marked "No"
<b>c. TOTAL ACTUAL PAYMENTS TO DBES TO DATE</b>	$a + b = c$	<b>i. TOTAL ACTUAL PAYMENTS TO NON DBES TO DATE</b>	$g + h = i$
<b>d. TOTAL ACTUAL PAYMENTS TO PRIME TO DATE</b>	List total amount	<b>j. TOTAL ACTUAL PAYMENTS TO PRIME THIS PERIOD</b>	List amount paid this period
<b>e. TOTAL % of ACTUAL PAYMENTS PAID TO DBES TO DATE</b>	$c \div d = e$	<b>k. TOTAL % of ACTUAL PAYMENTS PAID TO NON DBES TO DATE</b>	$i \div d = k$
<b>f. TOTAL ACTUAL PAYMENTS TO PRIME LESS SUBS TO DATE</b>	$d - l = f$	<b>l. TOTAL ACTUAL PAYMENTS TO ALL SUBS</b>	$c + i = l$

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# APPENDIX E

**LEGAL NOTICE  
PROFESSIONAL  
SERVICES  
RFP's 14-42, 14-43, 14-45,  
14-46**

The New Mexico Department of Transportation (NMDOT), hereinafter referred to as "Department," is soliciting qualified firms for Professional Services for the following project(s):

**RFP: 14-**

**CN:  
PN  
(Title of RFP)**

**RFP: 14-**

**CN:  
PN:  
(Title of RFP)**

**RFP: 14-**

**CN:  
PN:  
(Title of RFP)**

Requests for Proposal (RFP) packages are available at the following:

1. Via the Internet at the following address:  
<http://dot.state.nm.us>

**OR**

2. By written request via mail or fax to the following address:

NMDOT  
Contract Administration  
Section

Attn: Vanessa Ytuarte  
Room 103  
1120 Cerrillos Road  
Santa Fe, NM 87504-1149  
Telephone: (505) 827-5492  
FAX: (505) 827-5555

All proposals must be received and recorded by the Procurement Services Bureau, NMDOT, 1120 Cerrillos Road (Room 103), Santa Fe, NM 87504-1149, NO LATER THAN 2:00 PM, local prevailing time, on XXXXXX, 2014.

A pre-proposal meeting will be held for this project on XXXXXX, 2014 at 1:30 p.m. at the NMDOT D-3 Auditorium, 7500 Pan American Boulevard, Albuquerque, New Mexico 87119.

The Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the State of New Mexico; and the NMDOT.

NMDOT Equal Opportunity Employment: all qualified Offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

**ANY  
PROPOSAL  
SUBMITTED  
AFTER THE  
DATE AND  
TIME  
SPECIFIED  
ABOVE WILL  
BE DEEMED  
NO-  
RESPONSIVE  
AND WILL  
NOT BE  
ACCEPTED.**