

**NEW MEXICO DEPARTMENT  
OF TRANSPORTATION**

**REQUEST FOR PROPOSALS  
ENGINEERING CONSULTANT SERVICES**



**NM DOT**

**RFP No. 19-06  
PN # S100430  
CN # S100430  
FEDERAL FUNDS**

**SB on-ramp from NM 599 to US 84/285 MP 165.5 to 166.5  
Engineering Design Services (Phase II)**

**JULY 2018**

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## I. INTRODUCTION

### A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Department of Transportation (NMDOT or Department) is requesting proposals from qualified firms or Offerors to provide Phase I-C (Environmental Investigations and Documentation), Phase I-D (Preliminary Design), Phase II (Final Design) and potentially Phase III Services (engineering services provided during construction). The project location is on the southbound on-ramp from NM 599 to US 84/285 from MP 165.5 to 166.5 in Santa Fe County.

### B. SCOPE OF WORK

The selected Offeror shall perform the services as specified in “Appendix A, Project Introduction and Scope of Work.” Project numbers shown throughout this Request for Proposals are subject to change throughout the life of the project.

### C. SCOPE OF PROCUREMENT

The Department intends on establishing a contract with a four (4) year term. In no case will the contract, including any and all renewals thereof, exceed a total of four (4) years in duration from the date of the initial Agreement.

### D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Juanita Sanchez  
Procurement and Facilities Management Division  
New Mexico Department of Transportation  
1120 Cerrillos Rd., Rm #103  
Santa Fe, NM 87504  
Ph. (505) 827-0606  
Fx. (505) 827-5555  
Email: Juanita.Sanchez@state.nm.us

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the NMDOT.

### E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“Agency”, “Department” or “NMDOT” means the New Mexico Department of Transportation.

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 7:45 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Confidential” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with a state agency or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the Agency to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Manager” means any person or designee authorized by the Agency to enter into or administer contracts and make written determinations with respect thereto.

“Procurement and Facilities Management Division or PFMD” means the Procurement and Facilities Management Division within the NMDOT Office of Business Support.

“Procuring Agency” means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the New Mexico Department of Transportation.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	NMDOT	7/13/2018
2.	Pre-proposal Conference (1:30 p.m. MDT)	NMDOT & Offerors	7/26/2018
3.	Acknowledgement of Receipt Form ("Appendix C")	Offerors	7/27/2018
4.	Deadline to Submit Additional Written Questions	Offerors	8/02/2018
5.	Response to Written Questions/RFP Amendments	NMDOT	8/07/2018
6.	Submission of Proposal <b>(Due 2:00 p.m. MDT)</b>	Offerors	8/14/2018
7.	Proposal Evaluation	Evaluation Committee	August 2018
8.	Selection of Finalists	Evaluation Committee	Aug/Sept 2018
9.	Oral Presentation by Finalists (If applicable)	Offeror	Sept/Oct 2018
10.	Best and Final Offers	Offeror	October 2018
11.	Finalize Contract	Offeror/NMDOT	Oct/Nov 2018
12.	Contract Award	NMDOT	Oct/Nov 2018



B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the New Mexico Department of Transportation.

2. Pre-proposal Conference

A pre-proposal conference will be held on Thursday, **July 26, 2018**, beginning at 1:30 p.m. Mountain Daylight Time at the NMDOT D-3 Auditorium, 7500 Pan American Boulevard, Albuquerque, New Mexico 87119. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the pre-proposal conference. Attendance at the pre-proposal conference is highly recommended but not a prerequisite for submission of a proposal.

3. Acknowledgement of Receipt Form

Potential Offerors should hand deliver, or return by facsimile, email or by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See "Appendix C") to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on **July 27, 2018**.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until the close of business on **August 2, 2018**. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D).

5. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on **August 7, 2018** to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than one (1) day after the answers and/or amendments were issued.

6. Submission of Proposal

Proposals shall be submitted to the NMDOT either in a hard copy format or electronically, **not both.**

Hard copy proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP #19-06, Project No. S100430, Control No. S100430, SB on-ramp from NM 599 to US 84/285 MP 165.5 to 166.5 Engineering Design Services (Phase II)**. Proposals submitted by facsimile will not be accepted.

Electronic proposals must be submitted through Bid Express, which may be accessed at the following website: [www.bidexpress.com](http://www.bidexpress.com). Offerors must register and create an account with Bid Express in order to submit proposals electronically. Electronic proposals must be in a PDF format in order to submit through Bid Express.

**ALL OFFEROR PROPOSALS (HARD COPY OR ELECTRONIC) MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MDT ON AUGUST 14, 2018.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the Agency. This process will take place during the month of **August 2018**. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors in the month(s) of **Aug/Sept 2018**. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the Oral Presentations will be determined at that time.

9. Oral Presentation by Finalists (if applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time and location for each Offeror presentation. Presentations, if required, will be held in **Sept/Oct 2018** and will be limited to one (1) hour in duration.

10. Best and Final Offers From Finalists (if applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers in **October 2018**. Best and final offers may be clarified and amended at the finalist Offeror's oral presentation.

11. Finalize Contract

The contract will be finalized with the most advantageous Offeror in the month(s) of **Oct/Nov 2018**. This date is subject to change at the discretion of the Agency. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the NMDOT reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Award

NMDOT anticipates awarding the contract in the month(s) of **Oct/Nov 2018**. These dates are subject to change at the discretion of the Agency.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 4:30 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Emailed protests will not be considered as properly submitted. The protest must be mailed or hand delivered to:

New Mexico Department of Transportation  
Procurement and Facilities Management Division  
Attn: Richard Martinez, Director  
1120 Cerrillos Rd., Room #103  
Santa Fe, New Mexico 87504

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978 and NMAC 1.4.1.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Overhead Rate Compliance and Contractual Eligibility for Engineering & Design Consultants

State Departments of Transportation are required to provide reasonable assurance that Architectural and Engineering Consulting Firms are in compliance with the Federal Cost Principles on Federal-Aid Highway Program (FAHP) funds. A procedure has been developed (see links below) by the NMDOT Office of the Inspector General, which will determine, with reasonable assurance, Engineering and Design Consultant compliance with applicable cost principles contained in the Federal Acquisition Regulations (48 CFR part 31), specified under the United States Code (23 USC § 112(b)(2) and defined in 23 CFR Section 172.3. The procedure explains what is to be submitted, how it will be submitted, when it's required and additional resources for questions. Eligibility for NMDOT Engineering & Design contracts is dependent upon the Contractors' compliance with this procedure. A list of eligible Contractors will be updated by the fifth day of each month and posted on the NMDOT public website ([http://dot.state.nm.us/content/dam/nmdot/OIG/Engineering\\_Design\\_Eligible\\_Consultants.pdf](http://dot.state.nm.us/content/dam/nmdot/OIG/Engineering_Design_Eligible_Consultants.pdf)).

Links to Engineering & Design Consultants Procedure for Determining Overhead Rate:

[http://dot.state.nm.us/content/nmdot/en/Program\\_Management.html#d](http://dot.state.nm.us/content/nmdot/en/Program_Management.html#d)

[http://dot.state.nm.us/content/dam/nmdot/OIG/Procedure\\_Determining\\_Overhead\\_Rate.pdf](http://dot.state.nm.us/content/dam/nmdot/OIG/Procedure_Determining_Overhead_Rate.pdf)

***In all cases, including exceptions, extensions, provisional rates and less-than provisional rates, all Consultants must follow this procedure and receive eligibility acknowledgement from the NMDOT Office of the Inspector General (OIG) prior to the proposal deadline for this RFP. Eligibility shall be evidenced by the inclusion of the Consultant on the eligibility list posted on the NMDOT public website and/or an email acknowledgement of eligibility from the NMDOT OIG. Engineering and Design Consultant firms who do not adhere to the requirements of this section shall be determined non-responsive and your proposal will be rejected from consideration for award.***

3. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

4. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime Contractor is solely responsible for fulfillment of the contract with NMDOT. NMDOT will make contract payments only to the prime Contractor.

5. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

6. Certifications and Licenses

Potential Offerors must have the proper certifications and licenses to do business in New Mexico as follows:

Corporations:

- File Articles of Incorporation with the Secretary of State's Office and record with the County pursuant to NMSA 1978, Section 53-4-6.
- Name of registered agent pursuant to NMSA 1978, Section 53-5-2.
- Certificate of Authority from the Secretary of State's Office indicating that the corporation is authorized to conduct business in New Mexico pursuant to NMSA 1978, Sections 53-17-6 and 53-17-8.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Limited Liability Companies:

- Registered office and registered agent for service of process that is either a New Mexico resident or domestic corporation, limited liability company, or partnership that is located in New Mexico.
- File an Application for Registration with the Secretary of State's Office to conduct business in New Mexico and must obtain a Certificate of Good Standing from the Secretary of State's Office to conduct business in New Mexico.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Limited Partnerships:

- Apply for Certificate of Registration with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-2-1 through 54-2-48.
- File a Statement of Qualifications with the New Mexico Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.
- 

General Partnerships:

- File a Statement of Partnership Authority with the Secretary of State pursuant to NMSA 1978, Sections 54-1A-101 through 54-1A-1206.
- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

Sole Proprietorships and Joint Ventures:

- Obtain a Federal employer identification number.
- Register with the New Mexico Taxation and Revenue Department and obtain a tax identification number to report gross receipts taxes.

7. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. NMDOT personnel will not merge, collate, or assemble proposal materials.

8. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

9. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

10. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
  - 1. Confidential financial information concerning the Offeror's organization;
  - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
  - 3. PLEASE NOTE: The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

11. No Obligation

This RFP in no manner obligates the Agency or any of its Programs to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

12. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Procurement Manager determines such action to be in the best interest of the Agency.

13. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

14. Legal Review

NMDOT requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

15. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

16. Prohibited Bidding

Pursuant to Section 10-16-13 NMSA 1978 no state agency or political subdivision of the State shall accept a bid or proposal from a person who directly participated in the preparation of specifications, qualifications or evaluation criteria on which the specific competitive bid or proposal was based. A person accepting a bid or proposal on behalf of a state agency or political subdivision of this State shall exercise due diligence to ensure compliance with this section.

17. Consent to Jurisdiction and Venue

If a recipient of this RFP chooses to offer a proposal, the Offeror understands and agrees that by submitting such proposal to the Agency, they thereby consent to and agree to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from the contract selection and/or approval process in response to this RFP, or any dispute arising under or resulting from the performance of any contract resulting from this RFP, which cannot be resolved informally. The Offeror, by submitting such proposal, waives any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Offeror. By submitting such proposal, the Offeror agrees and consents that the Santa Fe County District Court shall have venue and jurisdiction over all matters arising or derived from this RFP.

18. Basis for Proposal

Only information supplied by NMDOT in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.



19. Contract Terms and Conditions

The Contract between NMDOT and the Contractor will follow the format specified by the Agency and contain the terms and conditions as set forth in “Appendix B” (Contract for Federal Funding). NMDOT reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the Agency's terms and conditions, as contained in this Section or in “Appendix B”, that Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to NMDOT and will result in disqualification of the Offeror's proposal.

The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Contract. In the event the Offeror's proposal conflicts with the RFP, the RFP governs, and, in the event the Agreement conflicts with the proposal, the Agreement governs.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

20. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with NMDOT.

21. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between NMDOT and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

22. Contract Negotiations

Contract negotiations may be held in accordance with applicable provisions of 1.4.1.39 NMAC Procurement Code Regulations.

23. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

24. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

25. Change in Contractor Representatives

The NMDOT reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the NMDOT, adequately meeting the needs of the Agency.

26. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

27. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

28. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

29. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the NMDOT.

30. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Agency's written permission.

31. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

32. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the NMDOT, the version maintained by the NMDOT shall govern.

33. New Mexico Employees Health Coverage (See "Appendix F")

A. If the Offeror 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 contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs.

D. 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); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

34. Disclosure of Campaign Contributions (See “Appendix E”)

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed unaltered form will result in disqualification.

35. Pay Equity Reporting Requirements

If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

36. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement.  
If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

37. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

- A. New Mexico Business Preference
- B. New Mexico Resident Veterans Business Preference

An agency shall not award a business both a resident business preference and a resident veteran business preference.

***The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.***

38. Conflict of Interest; Governmental Conduct Act

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

39. Equal Employment Opportunity

- A. **The following requirements shall apply to state-funded contracts:** In connection with this RFP and the Contract, Offerors and the Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

Offerors and the Offeror shall take affirmative action to insure that all applicants are treated fairly during employment, without regard to their race, color, religion, sex, national origin, age, marital status, being physically challenged, or on the basis of sexual preference.

Such action shall include but not be limited to the following: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. **The following requirements shall apply to federal-funded contracts:** In accordance with Title 49 Code of Federal Regulations Part 23, as amended, (49 CFR Part 26), the Offeror shall agree to abide by and take all necessary and reasonable steps to comply with the following statements on its scope of work:

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND POLICY**  
In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following:

1. DBE Policy: It is the policy of the Department to implement the provisions of 49 CFR Part 26 (49 CFR 26), other pertinent regulations, and source legislation. The objectives are:
  - a. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;
  - b. To create a level playing field on which DBEs can fairly compete for DOT-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 26 are permitted to participate as DBEs;
  - e. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
  - f. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
  
2. DBE Obligations: The Department will establish the DBE goal on a tri annual basis. The approved FFY 2015-2017 DBE goal is established at 16.21% for

federal-aid highway construction and design of which 12.61% will be attained through race neutral measures, and race conscious portion is 3.60%.

Record Keeping Responsibilities: The Contractor is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department's project manager or to the NMDOT CONSTRUCTION AND CIVIL RIGHTS BUREAU/ DBE PROGRAM at the following address:

NMDOT  
Construction and Civil Rights Bureau  
1570 Pacheco Street, Suite A10  
Santa Fe, NM 87505

3. Department's DBE Program: The Department's DBE Program as required by 49 CFR Part 26 and as approved by DOT, is incorporated herein by reference and made part of this agreement. If any provision of the DBE Program conflicts with 49 CFR Part 26, the provisions of 49 CFR Part 26 shall prevail. 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 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.).

From time to time NMDOT shall receive interpretations from USDOT, which shall be binding on NMDOT, sub-recipients, and contractors.

DBE Obligations – The NMDOT and the Offeror agree to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of services and work financed in whole or in part with federal funds under the Agreement.

In this regard, The Offeror shall not discriminate on the basis of race, color, national origin or sex in the performance of DOT-assisted contracts. The Offeror shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of contract, which may result in the termination of the contract or such other remedy as NMDOT deems appropriate, which way include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Offeror from future bidding as non-responsive.

4. Certification for Federal-Aid Contracts: The selected Offeror who becomes the Offeror shall certify, by signing the Contract, that to the best of its knowledge and belief:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an



officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of and federal grant, the making of any federal loan, extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- This certification is a material representation of fact upon which reliance will be placed when the Contract is executed. Submission of this certification is a prerequisite for making or entering into the Contract imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The Offeror shall also agree by signing the Contract that the Offeror shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
- The Offeror shall furnish all necessary information and reports and shall permit access to its books, records, and accounts by the NMDOT for purposes of investigation to ascertain compliance with the non-discrimination provisions of the Contract.
- A copy of the NMDOT DESIGN CONSULTANT OFFEROR’S LIST (Form No. A-1013) is attached and must be completed at time of proposal submittal.
- For projects with federally participating funds, failure to complete the forms listed above will render the Offeror’s proposal non-responsive.
- The Disadvantaged Business Enterprise (DBE) Program rules and regulations, and the listing of Certified DBE Firms can be located on the NMDOT Website at <http://dot.state.nm.us> by going to “Doing Business with Us”, Quick link “Civil Rights.” You may also contact The Construction and Civil Rights Bureau (CCRB) at (505) 629-9890 for more information. The complete rule for Title 18, Chapter 28, Part 2, and all revisions, is available at the Construction and Civil Rights Bureau, 1570 Pacheco Street, Suite A-10, Santa Fe, New Mexico 87505.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

Offerors delivering a hard copy proposal shall deliver seven (7) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals.

Offerors submitting an electronic proposal will only have to submit their PDF document once through the Bid Express website.

#### C. PROPOSAL FORMAT (Hard Copy or Electronic)

Hard copy proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. For electronic proposals Offerors must clearly indicate in your PDF document tabs or pages that clearly separate the different sections of your proposal. Offerors are strongly encouraged to limit their proposals to a maximum of thirty (30) pages. Exclusions to this limitation will be the letter of introduction, table of contents, covers, dividers, other information, i.e., letters of appreciation, etc., and acknowledgement of amendments (if applicable).

##### 1. Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Contract Terms and Conditions
- e) Response to Mandatory Specifications and Forms
- f) Offeror's Additional Terms and Conditions
- g) Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting organization;
- b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
- f) be signed by the person authorized to contractually obligate the organization;
- g) acknowledge receipt of any and all amendments to this RFP.

## IV. SPECIFICATIONS

### A. Information

The contract is scheduled to begin in or around Oct/Nov 2018. NMDOT intends on awarding a contract with a four (4) year term.

### B. Mandatory Specifications and Forms

Offerors shall respond in the form of a thorough narrative to each mandatory specification requiring such. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Failure to address mandatory specifications/requirements, or provide the mandatory forms, will deem your proposal non-responsive.

#### 1. General Information

Offerors must identify the Principal member or officer of the firm who will be responsible for the administration of the contract; provide the name(s) and registration number(s) of the New Mexico Registered Professional Engineer who will be in direct responsible charge of the work; and identify the name, address, and phone number of the office(s) where the work will be performed for the prime Offeror and all sub-consultants.

#### 2. Specialized Design and Technical Competence

Offerors must describe or provide a work plan to perform the services required by the project scope. Describe your firm's specialized problem solving techniques or approaches, innovative practices/ideas, and advantages your team brings or offers to the project. Provide a bar chart schedule and describe all work proposed to fulfill the project scope.

#### 3. Capacity and Capability of the Offeror to Perform the Work

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. Provide information that demonstrates your firm's ability to perform the services required for this project. Include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise. Clearly identify the lead engineer who will be directly responsible for the project. Include in the organizational chart the percentage of time each team member will spend or commit to providing services toward the project. Provide brief resumes for the lead engineer and key project team members, describing why each team member was selected for this project, highlighting 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. Also identify the firms or teams list of current projects.

4. 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. Describe 3-5 past projects, specifying relevance to the current project. Include client references (names, addresses, email address and telephone numbers) for each project.

5. Proximity to or Familiarity with Site Location

Offerors must identify your familiarity with the project area and your understanding of the project scope. Offeror's must demonstrate through narrative, graphics or maps the firm's ability to respond quickly to on and off-site requirements for 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.

6. New Mexico Produced Work (Does not apply to federally funded projects)

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.

7. Volume of Work Currently Being Performed

Firms shall be scored on any project that has been previously awarded and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project Listing Form" ("Appendix D") 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

\$ Less than - \$800,000	minus 0 point
\$ \$800,001 - \$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:

- 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 \$1,334,000.00, 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.

*The Procurement and Facilities Management Division will calculate deduction points.*

8. Completed Campaign Contribution Disclosure Form (“Appendix E”)

Offerors shall submit with their proposals a completed Campaign Contribution Disclosure Form with their proposal.

9. New Mexico Employees Health Coverage Form (“Appendix F”)

Offerors must agree with the terms and submit a signed New Mexico Employees Health Coverage Form with the submittal of their proposal.

10. Pay Equity Reporting Requirements(Section II.C.34)

Offerors submitting a proposal shall comply with the requirements of Executive Order 2009-049, New Mexico Pay Equity Initiative. **The Executive Order and required forms can be obtained from the following link:**

[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

Contractors with less than 10 employees are exempt from the reporting requirements unless 8 or more individuals are in the same job classification.

Contractors with 8 or more employees in the same job classification are required to comply with the Executive Order.

***If your firm meets any of the criteria below, for exemption from the Employee Pay Equity Requirements, a statement must be submitted in this section of your proposals indicating that your firm is EXEMPT from the reporting requirements.***

- a. Contractors with fewer than ten (10) employees are exempt, unless they have at least eight (8) employees in the same job classification as per the reporting forms.
- b. Contractors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.
- c. Out-of-state contractors that have no facilities and no employees working in New Mexico are exempt, if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor. PLEASE NOTE: If an out-of-state contractor has employees working in the State of New Mexico, whether or not those employees reside in the state, the contractor is subject to the reporting requirements.

11. Resident Business and Resident Veteran's Preference (Does not apply to federally funded projects)

Pursuant to NMSA 1978, 13-1-21, when a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

- (1) five percent of the total possible points to a resident business; or
- (2) ten percent of the total possible points to a resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.

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

***A resident veteran business shall not benefit from the preference for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference for more than ten consecutive years. A person shall not benefit from the provisions as specified in NMSA 1978, 13-1-21, on more than one business concurrently.***

***Pursuant to NMSA 1978, 13-1-21, 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>

**IF YOU DO NOT QUALIFY FOR A RESIDENT BUSINESS OR RESIDENT VETERAN PREFERENCE PLEASE PROVIDE A STATEMENT STATING YOU DO NOT QUALIFY IN THIS SECTION OF YOUR PROPOSAL. IF YOU DO NOT QUALIFY FOR EITHER PREFERENCE YOUR PROPOSAL WILL BE ACCEPTED, HOWEVER YOU WILL NOT RECEIVE POINTS FOR PREFERENCE.**

12. Form - Proposed Work Participation Chart ("Appendix G")

**NOTE:** A firm will not offer services as "the prime" on any NMDOT Quality Based Selection (QBS) RFP where the prime Offeror performs less than 35% of all contractual services. The percentage 35 means in price and in actual contract work.

13. Form A-1013, Design or Other Consultant Offeror's List ("Appendix H")

14. Form A-1036, Confidentiality and Non-Disclosure Agreement ("Appendix I")



## V. EVALUATION

### A. Evaluation Factors/Points

The NMDOT will evaluate responsive proposals and assign a score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the criteria detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror, however, discussion should be detailed enough to inform and educate evaluators.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation criteria outlined below.

EVALUATION FACTORS	POINTS AVAILABLE
1. General Information	5
2. Specialized Design and Technical Competence	25
3. Capacity and Capability of the Offeror to Perform the Work	30
4. Past Record of Performance	25
5. Proximity to or Familiarity with Site Location	15
6. New Mexico Produced Work (state funded projects)	
7. Volume of Work Currently Being Performed	(Up to 4 pt Deduction)
8. New Mexico Preference Advantage (state funded proj.) (5-10 Points Preference)	
<b>Total Maximum Allowable Points</b>	<b>100-110 Points</b>

### B. Evaluation Process

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.22.

4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offeror(s) whose proposal is most advantageous to the NMDOT, taking into consideration the evaluation factors in Section V and successful negotiations, will be recommended for contract award as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. In the event of oral presentations responsible Offerors with the highest scores resulting from the written evaluations will be selected as finalist Offerors. Points awarded from the oral presentations will be added to the previously assigned points from the written evaluations to attain final scores.

## **APPENDIX A – PROJECT INTRODUCTION AND SCOPE OF WORK**

### **Scope of Work – CN S100430, District 5 NM 599 MP 165.5 to MP 166.5 RFP 19-06**

#### **General Information:**

Control Number: S100430

Project Number: S100430

Type of Work: Reconstruction of the SB on-ramp to US 84/285 from NM 599, drainage,  
lighting and concrete wall barrier improvements

Posted Route: US 84/285

Begin Mile Post: MP 165.5

End Mile Post: MP 166.5

Termini: SB on-ramp from NM 599 to US 84/285 MP 165.5 to 166.5

Proposed Length: ± 1 mile

NMDOT District: Five (5)

County: Santa Fe

Functional Classification: Principal Arterial

Terrain Type: Urban

Construction Programmed Year: FY 2021

Anticipated Letting Date: December 2020

Project Development Engineer: Denise Peralta, PE

Urban or Rural: Urban

## **Existing Conditions:**

The SB on-ramp from NM 599 to US 84/285 in Santa Fe County between MP 165.5 and 166.5 was not constructed with an acceleration lane. This condition forces traffic entering SB US 84/285 from NM 599 to a stop condition if there are no gaps in the traffic to allow for merging. This may also create an unsafe merge for large trucks and vehicles wanting to access Guadalupe Street Bridge immediately from NM 599 SB on-ramp. Existing drainage is adjacent to SB US 84/285 and a drainage ditch parallels the roadway. The existing concrete wall barrier does not meet design criteria and is rapidly deteriorating. There are also existing earth berm noise barriers that the NMDOT installed per an agreement.

The purpose of this project is to provide an acceleration lane to the existing SB on-ramp for the safety of traffic merging onto US 84/285. The project will also address the existing deteriorating concrete wall barrier on US 84/285 up to Guadalupe Street Bridge. Drainage issues have also been identified and will need to be reviewed for the proposed on-ramp. Mitigation of these issues will require a combination of right-of-way actions and possible additional retaining walls. Lighting may also be included for the safety of US 84/285 and merging traffic to Guadalupe Street Bridge.

All required NEPA documentation permits, clearances, right-of-way needs, construction costs, project documentation, construction letting package and all project specific specifications will be included in the design of this segment. It will be the Engineer's responsibility to interact with the public and all branches of government and other agencies to incorporate feedback throughout the design stages and preconstruction stages for this project.

## **Fees:**

It is the intent of the NMDOT to negotiate a fixed price for each of the following services:

Phase I-C:	Environmental Documentation and Processing (if needed, by amendment)
Phase I-D:	Preliminary Design
Phase II:	Final Design

If needed, the Consultant will be asked to negotiate for the additional phase of the project:

Phase III:	Engineering Services during Construction
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The project milestone dates for the design will have the assessment of liquidated damages tied to project deliverables which will be described during negotiations with the Engineer/Successful Offeror. The offering Engineer is required to submit a schedule that includes proposed timelines for Phase I-C, Phase I-D, and Phase II Services (including, but not limited to, tasks described under "Description of Work Responsibilities) below).

## **Scope of Work:**

The Engineer shall be responsible for all studies, analysis, coordination, engineering, right-of-way activities, and all else necessary to complete the design. It is the NMDOT's intent that the Engineer will have full latitude and complete responsibility for developing this project.

The work performed by the Engineer shall be in accordance with the Guidelines for Geometric & Roadway Design and Surveying, or if required, transit design guides. All documents shall have only imperial units including right-of-way documents. All work accomplished under the Contract shall be in accordance with the AASHTO "A Policy on the Geometric Design of Highway and Streets, 2011;" FHWA Policy; the NMDOT Survey Handbook (2000 edition); and other current NMDOT manuals, standards, guidelines, standard specifications and standard procedures.

The Engineer shall perform work services under Phase I-C, Phase I-D and Phase II. The services require (but are not limited to) the following:

**1. Phase I-C Services – Environmental Investigations and Documentation**

- Conduct environmental and cultural resource investigations (if required)
- Agency Coordination
- Conduct Public Involvement Plan (PIP), including public hearing (if required)
- Prepare Environmental and Cultural Resource Documentation, including:
  - Biological Technical Memorandum and Cultural Resources Report
  - Categorical Exclusion (CE) and all supporting documentation, or Environmental Assessment (EA) if required
  - Input Synopsis
  - Finding of No Signification Impact (FONSI) request and FONSI (if required)
  - Quality Control Plan

**2. Phase I-D Services – Preliminary Design**

- Location Survey and Mapping
- Preliminary Property Ownership Maps
- Coordination and Design Partnering
- Public Relations
- SUE Quality Level QL-C
- Preliminary Roadway and Traffic Control Design Plans
- 30% Design and Constructability Reviews
- Preliminary Drainage Study and Report
- Traffic Control
- Context Sensitive Design Activities and Documentation
- Preliminary Engineering Estimate
- Subgrade Soils Testing and Pavement Testing for Pavement Design
- Preliminary Geotechnical Services and Report
- Determination of Right-of-Way requirements
- Quality Control Plan

**3. Phase II Services – Final Design**

The Engineer shall prepare Pre-Final and PS&E Design Plans and engineering estimates utilizing data provided by the NMDOT and as described in Section VII above.

**A. Location Survey & Mapping (As needed to supplement the data provided by the NMDOT)**

The Engineer shall provide controlled location and topographic survey and digitized cross-sections. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor.

**B. Photogrammetry (As needed to supplement the data provided by the NMDOT)**

The Engineer shall be responsible for obtaining and preparing data needed to develop computer mapping described below and preliminary/final design plans. Accurate Digital Terrain Modeling/Surface Modeling is an acceptable design development product.

**C. Computer Mapping (As needed to supplement the data provided by the NMDOT)**

Mapping limits should extend from approximately milepost 57.8 to 62.1 on NM 41, approximately ½ mile north and south of NM 41. Mapping limits can be expanded to incorporate drainage basins that impact the project area, if desired. Computer mapping software used should be compatible with the NMDOT's mapping and design software.

**D. Graphics File (As needed to supplement the data provided by the NMDOT)**

Provide a graphics file covering the complete project. The graphics file shall contain all digital terrain modeling (DTM) breaklines, planimetric, topographic, alignment data, and approximate locations of existing right-of-way limits. The contour map scale should equal the horizontal scale used on the plan and profiles. Select the scales accordingly.

**E. Planimetric Plan and Profile Sheet Files (As needed to supplement the data provided by the NMDOT)**

Provide Plan and Profile (P&P) Sheets with planimetric and topographic data at a horizontal scale of 1" = 100' and a vertical scale of 1" = 10'. Provide planimetric and topographic coverage for 300 feet left and right of the roadway on a D-size sheet. Provide baselines for all turnouts and side roads, if applicable. It may be necessary to place angle points along the baseline to define the turnouts and side roads. Along major side roads, provide P&P sheets with planimetric and topographic data on both sides of side road centerline for 500 feet, if applicable.

**F. Surface Model Files (As needed to supplement the data provided by the NMDOT)**

Provide contour maps at a scale of 1" = 100' with one foot contour intervals unless an alternate scale is recommended by the Project Development Engineer. Maps shall meet the US National Map Accuracy Standards. Provide planimetric and topography coverage for 500 feet left and right of roadway. Areas within the mapping corridor with steep slopes may be covered with 5 foot contour intervals or as directed by the Project Development Engineer. Drainage areas which require a structure of 100 square feet or more opening will require 1,000 feet of planimetric and topographic data left and right of the centerline beginning 500 feet before and continuing 500 feet after the structure. Provide a flow line baseline for 1,000 feet from centerline up and down stream with a tie to centerline on the contour map. Show flow line baseline on graphics files and planimetric P&P files.

**G. Existing Structure Section Sheet Files (As needed to supplement the data provided by the NMDOT)**

Provide existing structure sections at a scale of 1" = 10' horizontal and 1" = 10' vertical on a D-size sheet with a maximum of three structures sections per sheet.

**H. Turnout and Side Road Profile Sheet Files (As needed to supplement the data provided by the NMDOT)**

Provide turnout and side road profile sheets at a scale of 1" = 10' horizontal and 1" = 10' vertical for 200 feet of profile left and right of mainline centerline and 500 feet of profile for major side roads, if applicable.

**I. Major Side Road Cross-Section Files (As needed to supplement the data provided by the NMDOT)**

Provide cross-sections at 100 foot intervals for turnouts and at all breaks for at least 200 feet left and right of side road baselines, for a distance of 500 feet left and right of mainline centerline, if applicable. Show baselines on graphics files, contour maps and P&P sheets.

**J. Survey Notes Sheet File (As needed to supplement the data provided by the NMDOT)**

Provide a Survey Notes/Control Sheet file; for sample sheet, contact Robert Sexton Surveying and Lands Engineering Section, at 505-827-5560. The survey notes sheet shall be appropriately incorporated into the final plan set to be used for construction of the project.

**K. Reference Stakes (As needed to supplement the data provided by the NMDOT)**

The Centerline of the Survey or Centerline of Construction, as appropriate, shall be staked at 500 foot station pluses and at all PC's and PT's of curves. If the actual alignment cannot be staked because of safety measures, the alignment may be staked on a parallel offset line.

**L. Sheet Boundaries or Reference Marks (As needed to supplement the data provided by the NMDOT)**

On all electronic files transmitted to the NMDOT wherein P&P or other sheets are extracted, the sheet boundaries or reference marks shall be left intact and shall remain in place as invisible or phantom lines. This is done to allow the exact duplication of coordinates when extracting and printing the P&P sheets.

**M. Copies (As needed to supplement the data provided by the NMDOT)**

Provide one hard copy of all planimetric Plan & Profile sheets, contour maps, existing Structure Section sheets, Preliminary Property Ownership Layout Maps, and Turnout & Side Road Profile sheets to Robert Sexton, Surveying and Lands Engineering Section, at 505-827-5560

**N. Coordination**

The Engineer will be responsible for all coordination necessary to accomplish the work required by the Contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be

completed by the Engineer including work completed by sub-contractors working under the Contract.

This responsibility shall also include obtaining all initial informal (verbal) approvals. For any required formal (written) approvals, the Engineer will provide the NMDOT with all required data and draft letters of transmittal. In the event the Engineer is not successful in obtaining informal approvals, the Engineer shall promptly notify the NMDOT in writing, and the NMDOT will assist in resolving the matter.

In addition to the above, the Engineer shall be responsible for:

- Scheduling all design reviews.
- Copying and the distribution of plans and documents.
- Writing design review reports (due within one week of the meeting).
- Writing design team meeting minutes (due within one week of the meeting).
- Documenting verbal approvals in writing in the monthly reports to the design team and NMDOT.
- Performing and documenting property owner interviews.
- Being the focal point, for the flow of all project activity, including the sub-contractor work.
- Providing monthly progress reports for design, utility, environmental, right-of-way and construction.
- Providing periodic presentations to the design team, NMDOT management. (i.e. Division Director, Bureau Chief, District Engineer), local agencies, and/or other public or private entities, etc., if applicable.
- Scheduling PS&E Office Review
- Writing PS&E Office Review Report
- Providing meeting minutes of all project meetings within one week of the meeting taking place.

#### **O. Agency Coordination**

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities and any agency that may have permit authority for project activities. The Engineer will coordinate the environmental and cultural resource mitigation measures.

The appropriate federal, state, tribal, county, and local agencies, the public and other interested agencies will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the design development of the project.

#### **P. Subsurface Utility Engineering Services and Coordination**

Utility Coordination will be provided by the NMDOT Utilities Section. Quality Level C is anticipated for this project. Quality Level C is anticipated for this project. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground



utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

If potential conflicts are identified during the design process, the Engineer will be responsible for Quality Level A locating by pothole exploration and associated survey required to establish proper project control. Coordination with all effected Utility Companies will be required for private Utility relocation design. For Public Water and/or Sewer relocations, the Engineer will be responsible for design and construction plans for this work to be performed by the NMDOT's contractor.

#### **Q. Geotechnical Services (if needed, by amendment only)**

If geotechnical services will be requested by amendment then the following services will be required:

Engineer shall provide geotechnical recommendations and Preliminary and Final Geotechnical Reports and shall provide geotechnical recommendations related to any structures and submit Preliminary and Final Foundation Reports. The Foundation Reports, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives. Field Exploration activities (soil borings/rock cores) will be performed by the NMDOT Geotechnical Field Exploration Unit with samples delivered to the consultant's laboratory for testing or will be done by the consultant, if needed. The consultant will provide a field geologist to complete exploration logs and determine sample types in and frequency in the field.

##### **1. Preliminary Geotechnical Report**

The Preliminary Geotechnical Report shall document the results of preliminary geotechnical activities. The preliminary geologic and geotechnical study of the corridor with recommendations regarding the impacts, effects and possible mitigation measures associated with highway construction throughout the corridor, shall be provided for use in the detailed evaluation of alternatives. The following activities shall be conducted for the development of this report as well. One (1) copy of this report shall be submitted to the Department with one CD containing a PDF of the report.

##### **2. Field Reconnaissance**

Determine the nature, range and extent of major geologic units. A field reconnaissance of the proposed alignment shall be performed. The following tasks shall be performed:

- Geologic literature search
- Compilation of a preliminary geologic map
- Briefing of geologic conditions impacting the alignment study
- Perform initial geophysical testing (seismic refraction) if necessary

##### **3. Field Geologic Mapping**

Topographic base maps and aerial photographs shall be utilized along with supplemental information gathered by backhoe pits or borings to develop geologic mapping of the alignment. Critical structural units and the nature of surficial geologic contacts that may be obscure shall be identified.

#### **4. Final Geotechnical Report**

The following activities shall be conducted for the development of the Final Geotechnical Report. The Final Geotechnical Report shall document the results of geotechnical activities. The final geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism. One (1) copy of this report shall be submitted to the Department with one CD containing a PDF of the report in conjunction with the Preliminary Design Report.

#### **5. Geotechnical Exploration Plan**

Based on the recommended alignment of the Location/Alignment Study Report, a geotechnical exploration plan proposed for the geotechnical investigation to be performed during Preliminary Design shall be developed. The Engineer shall submit the exploration plan to the State Materials Bureau, Geotechnical Design Section for review and approval prior to mobilization for this activity.

#### **6. Geotechnical Investigation and Laboratory Testing**

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Final Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Station to station descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-ax, direct shear, point load and unconfined compression tests (rock cores)
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views.

#### **7. Geotechnical Design Recommendations**

Final design recommendations may address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements
- Rock excavation and blasting requirements
- Rock fall mitigation
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

## **8. Preliminary Foundation Report**

The following activities shall be conducted during the Final Design for the development of the Preliminary Foundation Report. The Preliminary Foundation Report shall document the recommendation for the most suitable structure foundation and/or retaining wall alternatives based on the geology documented from the geologist's field exploration cards. Analysis shall include development of two conceptual bridge foundation and/or retaining wall alternatives. A cost comparison should be performed between the two alternatives as well as a comparison of which alternative is most constructible. A recommendation shall be made for the most suitable foundation/wall alternative with concurrence given by the Department's State Geotechnical Engineer. Preliminary points-of-fixity shall be provided for deep foundation alternatives. Recommended state of stress lateral soil pressures and equivalent soil-spring constants shall be provided as required. One (1) copy of this report shall be submitted to the Department with one CD containing a PDF of the report in conjunction with the Pre-Final Inspection.

## **9. Geotechnical Investigation and Laboratory Testing**

Foundation and geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The geotechnical exploration and laboratory testing shall include at least the following:

- For retaining walls, one soil boring and/or rock core shall be completed every 200 feet with no less than two borings completed per wall. Borings should be taken to a depth of twice the height of the walls.
- For drainage structures, the need for borings will be determined on a site by site basis.
- Perform required lab testing and soil classifications as required by the Manual. Lab testing may require consolidation and tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, or rock core point load and unconfined compression tests.

## **10. Final Foundation Report**

The following activities shall be conducted for the development of the Final Foundation Report. The Final Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analyses retaining wall recommendations and analyses. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual or as approved by the State Geotechnical Engineer. One (1) copy of this report shall be submitted to the Department with one CD containing a PDF of the report in conjunction with the Final Design Inspection.

## **11. Retaining Walls**

Retaining walls shall be designed based on AASHTO design guidelines. Bearing capacity, settlement, and global stability analyses shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoil's will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize the Department's approved MSE wall manufacturers.

## **12. Subgrade Soils Testing**

NMDOT Pavement Exploration Unit will perform field coring and subgrade sampling. Samples will be delivered to the Engineer for laboratory testing. The Engineer will perform laboratory

testing of subgrade samples collected and provide test report summaries in accordance with NMDOT Pavement Design Policy for testing frequency as follows:

- Coordinate contract laboratory testing with NMDOT personnel (Jeff Mann, NMDOT Pavement Design Section Head, 505-795-4927).
- Perform geotechnical laboratory tests according to applicable AASHTO standards including, but not limited to, the following:
  - Sieve Analysis (including Minus No. 200 Wash);
  - Atterberg Limits;
  - Moisture Content; and
  - R-Value.
  - Lime stabilization testing
    - Edes and Grimes
    - Sulfate content

## **R. Roadway Design**

The Engineer shall provide or conduct the following:

### **1. Pre-final Field Review**

The Engineer shall conduct a Pre-Final Design Review (PFDR) after NMDOT transmittal of Corridor Data is complete. The PFDR will be held to establish the scoping for the project.

### **2. Pre-Final, Final and PS&E Roadway Design Plans**

Provide pre-final (30% and 60% completion), constructability review, final (90% completion), and PS&E (100% completion) plans for the project to be finalized that shall include: geometrics, traffic control plan, plan and profile sheets and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, intersection layouts, slope limits, right-of-way requirements, utility relocation/adjustment requirements, and preliminary earthwork analysis. Project plans shall be prepared using NMDOT standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the NMDOT and Federal Highway Administration (FHWA).

The design plans shall include, but are not limited to, the following:

- General Sheets
  - Title Sheet
  - Vicinity Map
  - Project Layout Sheet
  - Index of Sheets
  - Summary of Quantities
  - General Notes and Incidental Items
  - Environmental commitments
- Miscellaneous Sheets
  - Typical Sections
  - Miscellaneous Details

- Surfacing Schedule
- Structure Quantities
- Miscellaneous Quantities
- Curb and Gutter Layouts
- Erosion and Sediment Control
- Seeding and Landscaping
- Grading Plans
- Visual/Aesthetic Details
- Plan and Profiles Sheets
  - Mainline
- Turnout Profiles
- Bridge/Retaining Wall/Noise Wall Plans
- Traffic Control Plans
  - Notes
  - Sequence of Construction
  - Sign Face Details
  - Traffic Control Plans
- Signal Plans
  - Signal Warrant Analysis for at-grade intersections
  - Signal Design Plans
- Lighting Plans
  - Lighting Analysis
  - Lighting Plan
- Permanent Signing and Striping Plans
  - Plans
  - Overhead Signs
  - Sign Face Details
- Drainage Plans
  - Plan and Profile
  - Structure Sections
- Earthwork Cross-Sections

### **3. Design Completion Reviews**

Schedule and conduct the project design reviews. The reviews shall be held for the entire project depending on the priority plan. Submit and distribute seven (7) bound sets of plans (11" x 17" reduced) for each design review (District Engineer, Assistant District Engineer – Construction, Assistant District Engineer – Engineering, Assistant District Engineer – Maintenance, Construction Liaison Engineer, Federal Highway Administration – Area Engineer, Project Development Engineer). Provide copies of the minutes of the reviews including comments received at the review to the members of the design team and other review participants. The minutes of the inspection reviews will be submitted within one (1) week of the plan review inspection. Provide one (1) CD containing a PDF of the plans for each design review.

For bridge and structural design computations, provide one (1) copies of all bridge and structural computations to the NMDOT. Provide one (1) CD containing a PDF of the design computations.

#### **4. Final Design Reports**

The Engineer shall prepare and submit to the Project Development Engineer reports subsequent to the pre-final design and final design reviews and PS&E office review detailing project status, minutes and required plan modifications within one (1) week of holding reviews.

#### **5. Design Data Transmittal**

All surveying, mapping and design data shall be submitted to the NMDOT in an Intergraph (.dgn) format or other compatible format approved by the NMDOT. The Engineer must obtain the latest version of the NMDOT's information table from the NMDOT's Surveying and Lands Engineering Section prior to digitizing any data. The Engineer must obtain the latest symbols, layer names, and template data from, Surveying and Lands Engineering Section, prior to digitizing any data. Data must be submitted to the NMDOT on CD ROM.

#### **S. Environmental Follow-Up (if needed)**

The environmental investigation and documentation process, subsequent circulation, and public/stakeholder meetings, shall be completed in accordance with the latest edition of the NMDOT Location Study Procedures: A Guidebook for Alignment and Corridor Studies; FHWA Technical Advisory T 6640.8A, 23 CFR Part 771; and other applicable guidelines and regulations. The use of federal funds construction on this project requires adherence to federal and state law including, but not limited to, NEPA, which requires the identification and assessment of impacts associated with a proposed action, and mitigation of impacts if necessary.

The following are the minimum services to be provided by the Engineer:

- Environmental and Cultural Resource Investigations
- Agency Coordination and Public Involvement, including public meetings and a public hearing (if required)
- Preparation and distribution of a FONSI Re-Evaluation and FONSI Request
- Summary of all public involvement activities and Public Input Synopsis, including Transcript of Public Hearing, Public and Agency Comments, and Responses to Comments

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts. It is anticipated that a re-evaluation of the FONSI will be the appropriate level of effort required. If significant design changes have occurred or significant time has elapsed since the issuance of the FONSI, a contract amendment will be undertaken and the appropriate environmental level of effort will be negotiated.

#### **1. Environmental and Cultural Resources Investigations**

The environmental investigations must be conducted by an interdisciplinary team including qualified natural resource and cultural resource specialists. The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if

- necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval;
- Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval;
  - Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm;
  - A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for NMDOT review and approval;
  - A cultural resource survey conducted by permitted archaeologists and historians including a report and all appropriate forms and attachments, following the guidelines set forth in 4.10.15 NMAC.
  - A noise analysis including, if necessary, a separate Noise Analysis Report for NMDOT review and approval;
  - An air quality analysis including, if necessary, a separate Air Quality Analysis Report for NMDOT review and approval;
  - Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by NEPA as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts.

The cultural resources survey and preparation of a final Cultural Resources Survey Report must meet all federal and state requirements. A permitted archaeologist and historian must conduct the cultural resources survey. Cultural Resource investigations shall include Historic Building inventories and all attachments, following state guidelines delineated in 4.10.15 NMAC and federal guidelines as per the National Historic Preservation Act, Section 106.

All environmental reports submitted to the NMDOT are subject to NMDOT review and approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Engineer shall determine, recommend, and obtain NMDOT concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.

## **2. Agency Coordination**

Agency coordination will include any agency with management responsibilities, all agencies with sensitive resource responsibilities and any agency that may have permit authority for project activities. The Engineer will determine and coordinate the environmental and cultural resource impacts and mitigation measures of the alternatives examined, including the consequences of the no-build alternative. The appropriate local, county, and state agencies, the public and other

interested agencies will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the design development of the project. The Engineer shall be responsible for all coordination that is required to provide a satisfactory Public Involvement Plan and environmental document. This responsibility further includes coordination as described in Section X of this RFP.

### **3. Public Involvement**

A Public Involvement Plan (PIP) consistent with Context-Sensitive Solution methods and practices must be submitted to the NMDOT Environmental Program Manager prior to the first public information meeting. The PIP is expected to be an evolving document and process, specific to the project. The PIP should contain goals of working with the community, analyses of the background context, modal considerations, opportunities to express local values and discussion of the design approach with specific consideration of the potential project issues, initial identification of the various stakeholders and their issues of concern, techniques for communicating with them, and possible methods for addressing concerns. The plan should follow the outline of the NMDOT Context Sensitive Public Involvement Plan for Location Study Projects as included in Appendix A.

The PIP will be evaluated and updated as necessary to proceed into subsequent project phases. The PIP should include: a brief project description, planning history/background information, community profile, discussion of anticipated issues, known or likely impacts (positive and negative), objectives and goals (including approaches to resolution of issues), public outreach activities, agency coordination activities, coordination with elected officials & community representatives, and mailing list.

It is anticipated that a high level of public involvement will be required. This level of effort typically involves several public information meetings, coordination with community stakeholders, agency coordination, and at least one public hearing (if required).

### **4. Environmental Document**

A qualified environmental professional shall be responsible for preparation of the environmental document. The environmental document summarizes the environmental and cultural resources investigations, agency coordination, and public involvement. The effort must be commensurate with the potential for environmental impacts. It is anticipated that a FONSI re-evaluation will be the appropriate level of effort required. The environmental document shall be developed using the format outlined in FHWA Technical Advisory T6640.8A, 23 CFR Part 771 and other applicable guidelines and regulations. Submittal of an environmental document to the NMDOT, which is incomplete as determined by Environmental staff or the PDE, will not be reviewed. Submittal of an environmental document that is considered to be complete shall be reviewed once and comments made to the Engineer. A complete environmental document shall have a comprehensive discussion of purpose and need, alternatives (as appropriate), environmental investigations, assessment of impacts, and appropriate mitigation as necessary. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages that will be withheld from final payment of the Contract.



## **5. Input Synopsis**

The public involvement summary, or Input Synopsis, and draft request for a FONSI re-evaluation, shall be submitted to the NMDOT Environmental Program Manager. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the environmental document circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).

## **T. Drainage Study Report**

### **1. Preliminary Drainage Study Report**

Prior to performing a preliminary drainage study, the Engineer shall meet with the Department's assigned Drainage Engineer to discuss the hydrologic methodologies and analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis.

The report shall include:

Discussion of soil types;

Rainfall Depths and Intensities

Vegetation and land use distribution;

Curve number or rational formula "C" calculations;

Time of concentration calculations;

Drainage area topographic map with existing structures inventory;

Drainage basin and sub-basin areas;

Design (50yr) and 100-year discharges and their corresponding headwater depths;

Summary of the drainage field inspection results including District personnel (public and other local agencies) interview and drainage structure field inspection forms;

Construction Maintenance Easement's (CME) required to construct & maintain the structures;

Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis; Preliminary erosion protection and energy dissipaters design and preliminary details.

The preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

### **2. Final Drainage Study Report**

The Final Drainage Report is basically a refinement of the Preliminary Drainage Report. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Final Drainage Report, the Engineer shall perform, on all major structures or channels, a hydraulic analysis using the HEC 2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An

approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures.

If Section 401 and 404 applications are required, the Engineer shall prepare and submit the necessary applications with the approval and signature of the Drainage Engineer. This work will be included in Phase II Services and shall not be done prior to the completion and approval of the environmental documentation.

Include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans, prepared during Phase II Services shall include storm drain system data such as hydraulic grade line for 100-year discharge; invert elevations, slopes, velocities, and discharges.

If the disturbed area during construction is greater than 1 acre, the Engineer shall prepare a storm water pollution prevention plan (SWPPP). The Engineer shall also prepare temporary erosion and sediment control plans (TESCP).

The Engineer shall use the NMDOT “Drainage Manual - Volume 1, Hydrology, 1995” or current revision, “Drainage Manual - Volume II Hydraulics, Sedimentation and Erosion 1998” or current revision, and “National Pollutant Discharge Elimination System Handbook, December 2012” or current revision for methodologies in preparation of the Final.

#### **U. National Pollutant Discharge Elimination System (NPDES)**

The Engineer shall prepare an erosion and sediment control plan in accordance with the requirements of the NMDOT NPDES handbook dated January 1997, or current edition. The completed plans shall include the temporary erosion and sediment control measures in accordance with the NPDES requirements.

#### **V. Quality Control Plan**

A project specific Quality Control Plan is required for each phase of this project. The specific requirements are outlined in the current edition of the NMDOT Consultant Services Procedures Manual & Handbook and the NMDOT Design Manual.

### **4. Phase III Services**

Phase III Services (engineering services provided during construction) will be negotiated and added by contract amendment or new RFP, if required. The services will be detailed in the amendment or RFP.

#### **Deliverables:**

### **1. Electronic Submittal of Design Data by Engineer**

All survey, mapping (existing, right-of-way, and monumentation), and preliminary design data shall be created and submitted to the Department in AutoCAD Civil 3D R2013 (.dwg) format. All drawings shall be produced by computer, utilizing AutoCAD Civil 3D Software adhering to the standards set by the Department for the use of that software. All design related data files must be produced using AutoCAD Civil 3D software products. Electronic files submitted shall include, but are not limited to, geometry, points, surfaces, alignments, aerial imagery if acquired for photogrammetric mapping, coordinate system details, calibration reports, survey notes, survey field books (electronic and scanned field books with structure details), and survey controller files. KMZ files for design should be submitted at each design completion (30/60/90). Standards and resource files are available upon request from the Engineering Automation Section. NMDOT will only accept projects delivered on CD-ROM, flash drive or external hard drive. Data is not to be compressed by any software.

All surveying and mapping activities, including surveys for Subsurface Utility Engineering (SUE) services, shall be performed by a qualified Professional Surveyor licensed in New Mexico and shall meet the Minimum Standards for Surveying in New Mexico (12.8.2 NMAC).

### **2. Environmental Documentation**

Provide one (1) paper copy and one (1) CD of all environmental documentation. Documentation shall be in PDF format.

### **3. Reports**

Provide one paper (1) copy and one (1) CD of any report(s) generated during design. Reports shall be in PDF format.

### **4. Preliminary/Final Drainage Reports**

The Engineer shall be responsible for the preparation of Preliminary and Final Drainage Study Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

### **5. Pre-Final, Final and PS&E Design Plans and Documents**

The Engineer shall submit and distribute to all appropriate parties seven (7) bound sets of plans (11" x 17" reduced) and one (1) CD containing an electronic file (.pdf format) of plans for each design review. The Engineer shall provide minutes of all review meetings, including comments received, and responses which include corrective action to the PDE. These minutes and design reports will be submitted within one (1) week of the plan review meeting.

### **6. Production Documents**

Provide the Project Development Engineer all documentation required for the PS&E.

### **7. Right-of-Way Maps, Title Reports and Monumentation Maps**

Provide final right-of-way mapping and title reports to the Department such that the Department may acquire the required right-of-way, if applicable. Submit one (1) unbound (full size) original

set of the final accepted right-of-way maps to the NMDOT in addition to electronic submission. Final ROW maps will be a deliverable subject to liquidated damages.

### **NMDOT Shall Provide:**

The NMDOT will furnish the following to the Engineer. However, the NMDOT may choose to have the Engineer perform all or part of these services. If any of the services listed below are required from the Engineer, each service will be initiated through contract negotiations or by amendment to the Contract.

- A PDE from the NMDOT staff to serve as an engineering liaison for the project.
- Electronic copies of reports and data available from previous study and design efforts (including Drainage Reports and Design, SUE, Survey, and Mapping).
- Traffic Analysis including forecasts and crash data.
- Equivalent single axle loads (ESALs).
- Hazardous material investigations and recommendations.
- Subgrade Soils Testing.
- Pavement design.
- Right-of-way real estate services (if required).
- Verification of right-of-way mapping (if required).
- Review bridge or structural design (if required).
- Review of Preliminary and Final Geotechnical Recommendations (if required).
- Review of environmental documentation and mitigation measures (if required).
- Review of Updated Drainage Report (if required).
- Review & Coordination of Visual Aesthetic Landscape Architecture (if required).
- Utility Coordination

#### **1. NMDOT Review**

The NMDOT will provide review of the Engineer's work for conformity with NMDOT procedures and the Contract terms only. Review by the NMDOT does not include detailed review or checking of design components and related details or the accuracy with which such is depicted. NMDOT acceptance of the Engineer's work product, plans, studies, etc., does not constitute NMDOT approval.

#### **2. Engineer's Responsibilities**

The Engineer has total responsibility for the accuracy, completeness and correctness of the plans and related data prepared under the terms of the Contract and shall check all material accordingly. The plans will be reviewed by the NMDOT for conformity with NMDOT procedures and contract terms. Review by the NMDOT does not include detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the Plans. The Engineer shall not deviate from standard geometric design without the express written approval of the NMDOT.

#### **3. Accuracy of Work**

Acceptance of the work by the NMDOT and contract termination does not constitute NMDOT approval and will not relieve the Engineer of the responsibility for subsequent corrections of any

errors and omissions and the clarification of any ambiguities. The Engineer shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Engineer without additional compensation. If these errors and/or omissions are discovered during the construction of the project they shall be corrected without additional compensation.

Although every effort has been made to fully describe the scope of services it is anticipated that changes may be required during the course of the project to accommodate input from the public, other agencies within the NMDOT and outside of the NMDOT. Changes to the scope of work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the Contract as they are identified. The Engineer shall attach a List of Work Activities for the project consistent with the activities described in this RFP, which shall be used in evaluating the Engineer's Proposal.

**APPENDIX B - CONTRACT FOR FEDERAL FUNDING**

**Project No.:** \_\_\_\_\_  
**Control No.:** \_\_\_\_\_  
**Termini** \_\_\_\_\_  
**County** \_\_\_\_\_  
**NMDOT No.:** \_\_\_\_\_  
**Vendor No.:** \_\_\_\_\_

**NEW MEXICO DEPARTMENT OF TRANSPORTATION  
CONTRACT FOR ENGINEERING SERVICES  
(FEDERAL)**

**INTRODUCTION**

This Agreement is between **New Mexico Department of Transportation** (“Department”), and (“Contractor”). This Agreement is effective as of the date of the last party to sign on the signature page.

**RECITALS**

1. Whereas, the Department desires to contract with the Contractor for Engineering Services required for the design and preparation of plans for the project herein specified.
2. Whereas, the Contractor has expressed a willingness to perform the work as outlined in Appendix A and Article I, Paragraph 13.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, it is mutually agreed between the Department and Contractor that:

**ARTICLE I**  
**AGREEMENT ON THE PART OF THE CONTRACTOR**

1. The Contractor shall maintain a Professional Engineer registration during the duration of the work called for by this Contract.
2. The Contractor agrees to perform and/or furnish the services including all labor, materials, equipment, and transportation necessary for the design and preparation of plans and

estimates required for construction in accordance with the terms and time frame(s) set out in Appendix A and Article I, Paragraph 17, hereto and the content, directive and intent of which is incorporated herein by reference.

3. Compensation for work for subsequent phases as applicable to the project, and associated special services based upon direct and indirect costs shall be negotiated at the conclusion of the previous phase.
  - a. These phases shall be based on the man-hours required to complete the plans from Final Scoping stage through Field Design Inspection.
  - b. Compensation shall be paid based on a percentage of work tasks submitted and approved as correct. Further, partial payments shall be made monthly as the work progresses upon application therefore accompanied by a certified statement of work accomplished in accordance with this Contract and as approved by the Project Development Contractor. Partial payments shall be based upon percentage of work completed broken down into direct labor, labor overhead, direct costs, sub-contract expense also broken down and a fee.
4. After receipt of the letter of Notice of Authorization from the Department, the Contractor shall commence work on the Contract which shall be completed in accordance with the Project Schedule and completion date(s) set forth in Article I, Paragraph 17. The terms “satisfactory completion” or “satisfactorily completed” for the purpose of assessing liquidated damages under this paragraph, shall mean:
  - a. Return in satisfactory condition all of the Department’s loaned documents and materials specifically including Department’s survey books and field notes; and
  - b. Delivery to Department of Contractor’s work product under this Contract including, but not limited to, the design information, standard drawings, field notes and other pertinent documents. Such delivery means actual transfer of possession in the form approved by the Department incorporating all required plan corrections and clarifications.
  - c. Acceptance, in writing, by the Department of the Contractor’s work.
5. Should the Contractor fail to satisfactorily complete the work and services on or before the Contract completion date(s) as provided for in this 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 Contractor’s sum fee, whichever is less. If liquidated damages assessed herein exceed the amount of money due the Contractor as retainage under Article II, Paragraph 9, the Contractor 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. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

6. The Contractor has total responsibility for the accuracy, completeness, and correctness of plans and related data prepared under the terms of this Contract and shall check all material accordingly. The plans will be reviewed by the Department for conformity with Department procedures and contract terms. Review by the Department does not include a detailed review or checking of design components and related details or the accuracy with which such designs are depicted on the Plans.
7. The design and details furnished by the Contractor shall conform to the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction (latest edition), AASHTO, ASTM, MUTCD, 23 Code of Federal Regulations, when applicable and other laws, rules, and regulations as applicable and in effect as of the date of execution of this Contract.
8. The Contractor shall sign all documents and shall be fully responsible for the accuracy of all work prepared under this Contract as specified in Appendix A. In the event that negligent errors or omissions are discovered in the Contractor's work, the Contractor's responsibility shall include (but not be limited to) the following:
  - a. Upon notification by the Department of an error or omission, immediately provide at no cost to the Department all Engineering Services required to correct the error and/or omission.
  - b. Assume the cost required to correct an engineering error and/or omission.
9. The Department shall be named as additional insured in respect to General Liability on the Contractor's Insurance Certificate which shall also have Professional Liability coverage with limits as stated on the Contractor's insurance certificate with a three year extended reporting period with respect to events which occurred but were not reported during the term of the Policy. The policy shall protect against any negligent act, error, or omission arising out of the professional services that includes coverage for acts by others for whom the Contractor is legally responsible. The policy shall apply to the activities of all Design, Engineering, and Construction Management Professionals who are employed by the Contractor and assigned to the project.



10. The Contractor shall provide full insurance coverage payable to the Department to cover loss due to fire, water loss, or other hazard to any drawings, documents, survey books, and any or all other materials belonging to the Department while under the care of the Contractor. The amount of this insurance will be based upon the reasonable replacement cost of the documents and shall be in effect prior to the Department's authorization to proceed.
11. To the fullest extent permitted by law and subject to the provisions of NMSA, 1978, Section 56-7-1, 1971 (as amended), the Contractor shall defend, indemnify, and hold harmless the Department, acting through its agents, representatives, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, courts costs, and the cost of appellate proceedings), arising out of or resulting from the Contractor's duty to defend, hold harmless, and indemnify the Department from the Contractor's professional negligent acts, errors, mistakes, or omissions. Contractor's duty to defend, hold harmless, and indemnify the Department shall arise in any connection with any claim, damage, loss, or expense that is attributable to or caused any negligent act, error, or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts they are liable. This agreement to indemnify shall not extend to liability, claims, damages, losses, or expenses, including attorney's fee, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications by the Department, or the agents or employees of the Department, or (2) the giving of or failure to give directions or instructions by the Department, where such giving of or failure to give directions or instructions by the Department is the primary cause of bodily injury to persons or damages to property. For purposes herein the Contractor is not considered an agent of the Department.
12. As the work progresses the Contractor may submit certified billings to the Department not more than once a month. These billings will be based on the percentage completed. All such billings will be submitted on the Department's standard billing form.
13. The Contractor agrees that the fee described in Article II, Paragraph 7, is just and fair compensation for the services listed below. The services for CN include:
14. The Contractor agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from the date of final payment under the Contract for inspection by the Department.

15. The Contractor shall attend project meetings and such conferences with the Department and other parties as may be necessary in connection with this work.
16. The Contractor, its consultants, or subcontractors who perform work for the Department shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein.
17. The Contractor, its consultants, or subcontractors who perform work for the Department shall comply with the following completion dates:

**INSERT PROJECT SCHEDULE**

**ARTICLE II**  
**AGREEMENTS ON THE PART OF THE DEPARTMENT**

1. The Department shall make available to the Contractor such Department records as may be available and pertinent for the purpose of the work herein described.
2. The Department shall make available to the Contractor, all its pertinent standards, and Department's Special Provisions and Supplemental Specifications. The Contractor can purchase these documents and standards from the appropriate NMDOT division.
3. The Department shall furnish all applicable design criteria.
4. The Department's acceptance of the Contractor's formal submittals shall be given in writing in all instances.
5. The Department agrees to assign a Project Development Engineer to function as a coordinator and liaison agent to expedite the Department's reviews and approvals of all stages of the Contractor's work.
6. The Department shall furnish the Contractor, at no cost to the Contractor, the documents and information as listed in Appendix A.
7. Total compensation during the term of this Agreement shall not exceed \$ \_\_\_\_\_, unless otherwise agreed to in writing by the parties hereto, which amount does not include applicable gross receipts taxes in exchange for the Contractor's completion of \_\_\_\_\_. The parties may, subject to successful negotiation, agree to further compensation for additional services, as described in Appendix A. Unless extensions are granted under this Contract, this total amount may be reduced by assessment of liquidated damages in accordance with

Article I, Paragraph 5. The Department will not compensate the Contractor for services or other deliverables provided prior to the full execution of the Contract, after the expiration of the Contract, or in excess of the Contract value, unless the Contract dollar amount is duly amended prior to providing the services or deliverables.

8. Partial payments may be made monthly as the work progresses when accompanied by a certified statement of work accomplished in accordance with Article I, Paragraph 12.
9. The Contractor's satisfactory completion of the Contract as defined in Article I, Paragraph 3 shall be a prerequisite for final payment. Final payment including any retainage will be made within thirty (30) days after the work has been approved and accepted by the Departments Chief Executive Officer or duly authorized representative. Retainage shall be computed at 5% of the total contract amount and will be set aside as security for full performance under the terms of this agreement. No retainage will be held for Phase III Services. The Department will pay for work performed until payments made equal 95% of the total amount for the applicable Phase. The remaining 5% Retainage will be paid upon satisfactory completion of Services, respectively.
10. Subject to the provisions of Article II, Paragraphs 8 and 9, within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Department finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30<sup>th</sup>) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Contract to the Contractor at the rate of one and one-half (1½) percent per month.

**ARTICLE III**  
**PROVISIONS RELATING TO PERSONNEL**

1. Employment of Employees of Public Agencies. Unless otherwise approved by the Department in writing, during the life of the project, the Contractor shall not (1) employ any professional or technical employee(s) who are part-time, full-time, or who have been in the employment of the New Mexico Department of Transportation during the life of this project, or (2) directly or indirectly solicit, offer, promise, coerce, promote or give anything of value to any such professional or technical employee as inducement to leave the employment of the New Mexico Department of Transportation for any reason whatsoever. The Contractor shall comply with all applicable federal and state statutes, rules, and regulations.
2. No Solicitation of Contract. Signed and dated “Certification of Consultant” and “Certification of Department of Transportation” are attached hereto and made a part hereof. The Department may terminate this Contract based on any misrepresentation of the Contractor on the Certification of Consultant.

**ARTICLE IV**  
**MISCELLANEOUS PROVISIONS**

1. The term “Supplemental Contract” and “Amended Contract” are used interchangeably in this Contract.
2. The words Department, NMDOT, and New Mexico Department of Transportation are used interchangeably in this Contract.
3. The term “Scope of Services” includes Appendix A and Article I, Paragraph 13, unless the Contract clearly states otherwise.
4. Conference and Inspection. Duly authorized representatives of the Department shall have the right to inspect the work under this Contract. If federal funds are to be used for professional services, the duly authorized representatives of the Department, the Federal Highway Administration, and the Comptroller General of the United States, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract, for the purpose of making an audit, examination, excerpts, and transcriptions. Conferences shall be held when necessary at the request of either party to this Contract. The Contractor agrees that the cost of these conferences is a part of the above fee. If federal funds are to be used for professional services, reimbursement will be limited to costs which are allowable under Federal Cost Principles contained in 48 CFR, Chapter 1, Part 31 Federal Acquisition Regulation (FAR 31).
5. Ownership of Work Products. All documents and materials including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analysis,

structural calculations and studies, which are prepared in the performance of this Contract are to be and remain the property of the Department and are to be delivered to the Department not later than the termination date of this Contract, before the final payment is made to the Contractor. The Contractor is liable for replacement, if these materials are destroyed or lost prior to transferring possession to the Department. Nothing produced in whole or in part by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. This Paragraph shall be included in all sub-contracts.

6. Delays. The parties both agree to perform their obligations hereunder with due diligence and to cooperate with one another in a timely and good-faith manner in order that the work covered hereby may be completed within the time frame(s) provided by Appendix A and Article I, Paragraph 17.
  - a. In the event of delays under this Contract caused by the Department, the Contractor is entitled to receive a reasonable extension of time as provided in Article I, Paragraph 5, but in no event will the Contractor terminate work under this Contract for delays caused by the Department.
  - b. If a delay is attributable to the Contractor's fault or to matters within their control, extensions will not be granted. The Contractor may be subject to possible assessment of liquidated damages.
7. Notice to Proceed. The Department is not liable and will not pay the Contractor for any work performed before Notice to proceed is received by the Contractor from the Department. After execution of this Contract, and after a letter of authorization from the Department to proceed, the Contractor shall then proceed immediately with the scope of services delineated in Appendix A and Article I, Paragraph 13.
8. Assignment. The Contractor shall not assign, sublet, subcontract, or transfer any interest, right or obligation in this Contract without the written consent of the Department.
9. Changes in Scope of Work. Additions to or deletions from Appendix A and Article I, Paragraph 13 provided herein may be made, and the compensation to be paid to the Contractor and the time for completion may be adjusted accordingly by mutual agreement of the contracting parties. Whenever an alteration in character of work results in a change in the nature of the design, thereby increasing or decreasing the cost of the performance, an amended contract shall be executed authorizing the Contractor to perform work in accordance with the changed requirements and setting forth the amended fee and time for completion. The Contractor is not authorized to do any work beyond that work called for in Appendix A and Article I, Paragraph 13, without an executed amended contract.

10. Termination for Default. The Department and the Contractor hereby agree to the full performance of the covenants herein. If the Contractor, for any cause, fails to carry on the work in an acceptable manner including failure to perform in accordance with the time schedule in Article I, Paragraph 17, the Department will give notice in writing of such neglect or default, the corrective measures to be taken and delineate a reasonable period of time within which to take such measures. Contractor's failure to comply with such notice and to rectify the delay or default as therein provided shall subject this Contract to immediate termination by the Department. The Department may terminate the Contract for cause by delivery to the Contractor of a Notice of Termination. In the event of termination for default the Department shall compensate the Contractor for work on the project which has been previously delivered and received before the date of termination and which work has been approved and accepted by the Department, less liquidated damages. The Department shall be entitled to recover all direct, indirect, and consequential costs for completion of all unfinished scope of work as delineated in Appendix A and Article I, Paragraph 11, whether through its own employees or by contract.
11. Termination for the Convenience of the Department. The Department may also terminate performance of work under this Contract in whole or in part for its own convenience in the absence of any default by the Contractor. A termination for the convenience of the Department shall be effected by delivery to the Contractor of Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective. Within ten (10) days of the effective date of termination, the Contractor shall deliver to the Department all design plans, construction estimates, drawings, documents, survey books and any or all other materials developed under this Contract. Should this Contract be terminated for the convenience of the Department, the Contractor shall receive the following as full compensation hereunder:
  - a. Actual direct and indirect costs, expenses, and salary expenses which are incurred prior to the effective date of termination;
  - b. Gross receipts tax owed or incurred at the time of contract termination; and
  - c. All expenses incurred by Contractor in computing the costs, sums, and expenses set forth in Paragraphs a. and b. above.
12. Suspension of Work. The Department may order the Contractor in writing to suspend all or part of the work for such period of time as it determines to be appropriate for its convenience. Such suspension order will be treated as a delay caused by the Department under Paragraph 6 above and entitles Contractor to receive a reasonable time extension.
13. Improper Exercise of Authority. It is further understood and agreed that the Contractor shall not in any way exercise any portion of the authority or sovereign powers of the State

of New Mexico or the authority or powers of the New Mexico Department of Transportation Commission or the Department's Chief Executive Officer, and shall not make any agreements or commitments or in any way represent itself as an agent of the State of New Mexico.

14. Binding on Successors. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.
15. This Writing is the Contract in its Entirety. This instrument embodies the whole contract of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Contract shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto.
16. Term. This Contract terminates **four years from the date of execution.**
17. Subcontracting. Upon written approval of the Department, the Contractor may subcontract all or part of survey, drainage, landscape architectural work, and a portion of the roadway design work for this project as described in Appendix A and Article I, Paragraph 11. Any subcontract entered into by the Contractor for an amount in excess of \$10,000 shall contain all the provisions of this Contract.
18. Appendices. Appendix A, Appendix B, Appendix C and Appendix D are attached hereto and incorporated herein by reference. Such appendices contain the following materials:
  - a. Appendix A: Scope of Services
  - b. Appendix B: Certificate of Insurance
  - c. Appendix C: Cost Summary
  - d. Appendix D: Campaign Contribution Disclosure Form
19. Status of Contractor. The Contractor, and its agents and employees, are independent contractors performing Professional Services for the Department and are not employees of the State of New Mexico. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Contract.
20. Appropriations. The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico or the Congress of the United States if federal funds are involved, for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature or the Congress of the United States, if federal funds are involved, this Contract shall terminate upon written notice being given by the Department to the Contractor. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department.

The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

21. Release. The Contractor upon final payment of the amount due under this Contract releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
22. Confidentiality. Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.
23. Conflict of Interest. The Contractor warrants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. If the Contractor serves as a representative for other entities or agencies, public or private, within the project area during the term of this Contract, Contractor shall immediately notify the Department for evaluation of potential conflict(s).

The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act, the New Mexico Financial Disclosures Act and the campaign disclosure provisions of the Procurement Code. The Contractor has completed a Campaign Contributions Disclosure Form which is attached to this Agreement.
24. Notice. The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, or kickbacks in the procurement of this Contract. In addition, the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation.
25. Legal Compliance. The Contractor shall comply with all applicable federal, state and local laws, and Department regulations and policies in the performance of this Contract, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental and cultural resources requirements, right-of-way acquisition, workplace safety, employer-employee relations, and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The Contractor shall ensure that the requirements of this compliance are made a part of each subcontract on this project at all tiers.
26. Applicable Law. This Contract shall be governed by the laws of the State of New Mexico.



27. Disadvantaged Business Enterprise (DBE) Program And Policy. In accordance with Title 49 Code of Federal Regulations Part 26 (49 CFR 26) or as may be amended, the Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following:

1. DBE Policy: It is the policy of the Department to implement the provisions of 49 CFR Part 26 (49 CFR 26), other pertinent regulations, and source legislation. The objectives are:
  - a. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the USDOT's highway, transit, and airport financial assistance programs;
  - b. To create a level playing field on which DBEs can fairly compete for DOT-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 26 are permitted to participate as DBEs;
  - e. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
  - f. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
2. DBE Obligations: The Department will establish the DBE goal on a tri annual basis. The approved FFY 2018-2020 DBE goal is established at 15.01% for federal-aid highway construction and design, which will be attained through race neutral measures.
3. Record Keeping Responsibilities: The Contractor is responsible to assure that its DBE liaison officer completes and submits the appropriate forms required by the DBE Program to the Department's project manager or to the NMDOT CONSTRUCTION AND CIVIL RIGHTS BUREAU / DBE PROGRAM at the following address:

NMDOT  
Construction and Civil Rights Bureau  
1570 Pacheco Street, Suite A10  
Santa Fe, NM 87505

4. Department's DBE Program: The Department's DBE Program as required by 49 CFR Part 26 and as approved by DOT, is incorporated herein by reference and made part of this agreement. If any provision of the DBE Program conflicts with 49 CFR Part 26, the provisions of 49 CFR Part 26 shall prevail. 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 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.).

From time to time NMDOT shall receive interpretations from USDOT, which shall be binding on NMDOT, sub-recipients, and contractors.

5. DBE Obligations – The NMDOT and the Offeror agree to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of services and work financed in whole or in part with federal funds under the Agreement. (1) In this regard, The Offeror shall not discriminate on the basis of race, color, national origin or sex in the performance of DOT-assisted contracts. The Offeror shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of contract, which may result in the termination of the contract or such other remedy as NMDOT deems appropriate, which way include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Offeror from future bidding as non-responsive.
- 
28. Certification for Federal-Aid Contracts: The selected Contractor who becomes the Contractor shall certify, by signing the Contract, that to the best of its knowledge and belief:
    - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of and federal grant, the making of any federal loan, extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
    - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal Agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. This certification is a material representation of fact upon which reliance will be placed when the Contract is executed. Submission of this certification is a prerequisite for making or entering into the Contract imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - d. The Contractor also agrees by signing their Contract/Amended Contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.
29. Consent to Jurisdiction and Venue. The Contractor hereby consents to and agrees to the exclusive jurisdiction of the Courts of the State of New Mexico for the resolution of any disputes arising under or resulting from this Contract which cannot be resolved informally and hereby waive any objection to the personal jurisdiction of the Courts of the State of New Mexico over the Contractor. It is expressly understood and recognized by the parties hereto that the venue for litigation of issues, claims, or all other judicial matters arising or resulting from this agreement shall be in the Santa Fe County District Court.
30. Third Party Beneficiary Clause. No provision of this Contract creates in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Contract.
31. New Mexico Tort Claims Act. No provision of this Contract establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Department or the Contractor arising from the performance of this Contract apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.
32. Requirements for New Mexico Employees Health Coverage.

- A. 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.
- B. Contractor agrees to maintain a record of the number of employees who have (1) accepted health insurance; (2) declined health insurance due to other health insurance coverage already in place; or (3) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.
- D. 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.

33. Employee Pay Equity Reporting

This provision shall apply to contracts awarded through and Invitation to Bid or a Request for Proposals. The Executive Order and required forms can be obtained from the following link:

[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

October 1, 2010 and beyond contract requirements:

Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

Should Contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy these reporting requirements on any sub-consultant(s) performing more than 10% of the dollar value of this contract if said sub-consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more sub-consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such sub-consultant, within ninety (90) calendar days of that sub-consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such sub-consultant, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable sub-consultant(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this sub-consultant requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.

**IN WITNESS WHEREOF**, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary/Designee

**INSERT CONTRACTOR NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S  
OFFICE OF GENERAL COUNSEL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant General Counsel

I certify that \_\_\_\_\_, I.D. No. \_\_\_\_\_ is registered with the Taxation and Revenue Department for payment of gross receipts tax.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

**APPENDIX C: ACKNOWLEDGEMENT OF RECEIPT FORM**

Request for Proposals No. 19-06

PN: S100430

CN: S100430

**SB on-ramp from NM 599 to US 84/285 MP 165.5 to 166.5 Engineering Design Services  
(Phase II).**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with "Appendix I".

The acknowledgement of receipt should be signed and returned to the Procurement and Facilities Management Division, NMDOT, by the close of business on **July 27, 2018**. Only potential Offerors who elect to return this completed form will receive copies of RFP amendments, if any are issued. The following information will be used for all correspondence related to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Please return completed form to the name and address listed below.**

Juanita Sanchez  
Procurement and Facilities Management Division  
New Mexico Department of Transportation  
1120 Cerrillos Rd., Rm #103  
Santa Fe, NM 87504  
Ph. (505) 827-0606  
Fx. (505) 827-5555  
Email: Juanita.Sanchez@state.nm.us

## APPENDIX D – PROJECT/CONTRACT LISTING FORM

Offerors shall list all current contracts with the NMDOT, containing similar work(s) to the scope of work as contained in the RFP. This form shall only include the contract(s) that the proposing Offeror has with the NMDOT; subcontractor information is not required.

FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

**Table A – Project Specific Contracts**

PROJECT DIRECTLY AWARDED TO FIRM	CONTRACT DATE	CONTRACT AMOUNT (in dollars \$)	% COMPLETE TO DATE	CONTRACT AMOUNT EXPENDED TO DATE (in dollars \$)	CONTRACT REMAINING BALANCE (in dollars \$)
1.					
2.					
3.					
4.					
5.					
			<b>TOTALS</b>		



**Table B – On-call Contracts**

<b>PROJECT DIRECTLY AWARDED TO FIRM</b>	<b>CONTRACT DATE</b>	<b>CONTRACT AMOUNT</b>	<b>TOTAL AMOUNT TASKED OUT TO DATE (in dollars \$)</b>	<b>% OF TASKED OUT WORK COMPLETE TO DATE</b>	<b>TOTAL TASKED OUT WORK EXPENDED TO DATE (in dollars \$)</b>	<b>TOTAL REMAINING BALANCE OF TASKED OUT WORK (in dollars \$)</b>
1.						
2.						
3.						
4.						
5.						
			<b>TOTALS</b>			

Notes:

1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
3. Federal funds shall be included in project calculations pursuant to 13-1-120B (6).
4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.
5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

**REMARKS:**

## **APPENDIX E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX F: NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM**

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror 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 contract, Offeror must agree to:
  - (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
  - (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or
  - (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs.
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); these requirements shall apply the first day of the second month after the offeror 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.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX G**

**Proposed Work Participation Chart**

<b>Role</b>	<b>Firm Name</b>	<b>% of Project</b>
Prime		
Sub		
Sub		
Sub		
Sub		
Sub		
Sum		

**APPENDIX H**

**New Mexico Department of Transportation  
DESIGN OR OTHER CONSULTANT  
OFFEROR'S LIST**

**Consulting Firm:** \_\_\_\_\_ **Project No.** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Control No.** \_\_\_\_\_

**RFP Number** \_\_\_\_\_

**Consulting Firm Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

The Offeror's List will include all sub-consultants contacted by the prime design consultants for consideration for the design team. Failure to submit this form at the time of submittal of the consultant proposal will render the proposal non-responsive.

**ALL SUB-CONSULTANTS:**

NAME	ADDRESS	TELEPHONE	STATUS: DBE / NON-DBE

**APPENDIX I**

**New Mexico Department of Transportation  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

OFFEROR NAME	
CONTROL NUMBER	
PROJECT NUMBER	
TERMINI	

I, \_\_\_\_\_ (NAME), \_\_\_\_\_ (TITLE) for the firm of \_\_\_\_\_, an Offeror for the New Mexico Department of Transportation (Department) on the above-mentioned project, agree that \_\_\_\_\_ (FIRM NAME) will maintain the confidentiality of all information designated by the Department as “draft” or “confidential” that is gained as a result of our involvement in the above-mentioned project. This includes proprietary information and information designated confidential in accordance with 1.4.1.45 NMAC, and NMSA 1978, Section 13-1-39 (1984).

\_\_\_\_\_ (FIRM NAME) will maintain security and control over all documents containing such confidential information in our custody. \_\_\_\_\_ (FIRM NAME) will not make copies of any documents, nor remove documents from the assigned locations, and will return documents to the Department when work with the documents is complete.

\_\_\_\_\_ (FIRM NAME) will not divulge any confidential information to the media, any member of the public, or any employee of the consultant not involved in this project without the consent of the Department.

Furthermore, \_\_\_\_\_ (FIRM NAME) agrees not to accept gratuities or favors in exchange for such confidential information. The New Mexico State Procurement Code, NMSA 1978 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation.

This agreement is subject to the laws of the State of New Mexico, and all applicable rules and regulations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_