

**DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION**

REQUEST FOR PROPOSALS (RFP)

**Historic Land Research & Planning within the
San Antonio de las Huertas Land Grant**



RFP# 23-505-7088-50145

RFP Release Date: December 20, 2022

Proposal Due Date: January 17, 2023

Table of Contents

I. INTRODUCTION.....	1
A. PURPOSE OF THIS REQUEST FOR PROPOSALS	1
B. BACKGROUND INFORMATION.....	1
C. SCOPE OF PROCUREMENT.....	1
D. PROCUREMENT MANAGER.....	1
E. PROPOSAL DELIVERY	2
F. DEFINITION OF TERMINOLOGY.....	2
G. PROCUREMENT LIBRARY	6
II. CONDITIONS GOVERNING THE PROCUREMENT	7
A. SEQUENCE OF EVENTS.....	7
B. EXPLANATION OF EVENTS	7
1. Issue RFP.....	7
2. Acknowledgement of Receipt Form.....	7
3. Pre-Proposal Conference	8
4. Deadline to Submit Written Questions.....	8
5. Response to Written Questions	8
6. Submission of Proposal.....	8
7. Proposal Evaluation.....	9
8. Selection of Finalists	9
9. Oral Presentations.....	9
10. Best and Final Offers.....	9
11. Finalize Contractual Agreements.....	10
12. Contract Awards	10
13. Protest Deadline	10
C. GENERAL REQUIREMENTS.....	10
1. Acceptance of Conditions Governing the Procurement.....	10
2. Incurring Cost.....	10
3. Prime Contractor Responsibility	11
4. Subcontractors/Consent	11
5. Amended Proposals.....	11
6. Offeror's Rights to Withdraw Proposal.....	11
7. Proposal Offer Firm.....	11
8. Disclosure of Proposal Contents	11
9. No Obligation.....	12
10. Termination	12
11. Sufficient Appropriation.....	12
12. Legal Review.....	12
13. Governing Law.....	12
14. Basis for Proposal	13
15. Contract Terms and Conditions	13
16. Offeror's Terms and Conditions.....	13
17. Contract Deviations	13
18. Offeror Qualifications	14
19. Right to Waive Minor Irregularities.....	14
20. Change in Contractor Representatives	14
21. Notice of Penalties.....	14
22. Agency Rights	14
23. Right to Publish.....	14
24. Ownership of Proposals	14

25. Confidentiality	15
26. Electronic mail address required	15
27. Use of Electronic Versions of this RFP.....	15
28. New Mexico Employees Health Coverage	15
29. Campaign Contribution Disclosure Form	16
30. Letter of Transmittal.....	16
31. Disclosure Regarding Responsibility	16
32. New Mexico/Native American Resident Preferences	18
III. RESPONSE FORMAT AND ORGANIZATION	19
A. NUMBER OF RESPONSES	19
B. NUMBER OF COPIES	19
1. Hard Copy Responses.....	19
C. PROPOSAL FORMAT	20
1. Proposal Content and Organization	20
IV. SPECIFICATIONS.....	22
A. DETAILED SCOPE OF WORK	22
B. TECHNICAL SPECIFICATIONS.....	22
1. Organizational Experience.....	22
2. Organizational References.....	22
3. Mandatory Specification.....	23
4. Desirable Specification.....	23
C. BUSINESS SPECIFICATIONS	23
1. Financial Stability.....	23
2. Performance Surety Bond.....	23
3. Letter of Transmittal Form.....	24
4. Campaign Contribution Disclosure Form	24
5. Oral Presentation.....	24
6. Cost.....	24
7. Resident Business or Resident Veterans Preference	24
V. EVALUATION.....	25
A. EVALUATION POINT SUMMARY	25
B. EVALUATION FACTORS	26
1. B.1 Organizational Experience (See Table 1)	26
3. B.3 Mandatory Specifications.....	26
4. B.4 Desirable Specifications.....	26
5. C.1 Financial Stability (See Table 1).....	27
6. C.2 Performance Bond (See Table 1).....	27
7. C.3 Letter of Transmittal (See Table 1)	27
8. C.4 Campaign Contribution Disclosure Form (See Table 1).....	27
9. C.5 Cost (See Table 1)	27
10. C.6. New Mexico / Native American Preferences	27
C. EVALUATION PROCESS	28
APPENDIX A.....	29
ACKNOWLEDGEMENT OF RECEIPT FORM.....	29
APPENDIX B	31
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	31
APPENDIX C	34

<i>DRAFT CONTRACT</i>	<i>34</i>
<i>APPENDIX D.....</i>	<i>43</i>
<i>COST RESPONSE FORM</i>	<i>43</i>
<i>APPENDIX E.....</i>	<i>45</i>
<i>LETTER OF TRANSMITTAL FORM.....</i>	<i>46</i>
<i>APPENDIX F.....</i>	<i>46</i>
<i>ORGANIZATIONAL REFERENCE QUESTIONNAIRE.....</i>	<i>46</i>
<i>APPENDIX G.....</i>	<i>50</i>
<i>SCOPE OF WORK.....</i>	<i>50</i>
<i>APPENDIX H.....</i>	<i>63</i>

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of cultural resources management services including project management, cultural resources survey, archaeological survey, historical report, and interpretive and directional signage.

B. BACKGROUND INFORMATION

This project is funded by State of New Mexico, Capital Outlay funds for “historic land research to determine culturally significant sites in the state.” This appropriation was allocated to the Department of Cultural Affairs in the 2022 Special Session #3 SB1 in Section 5A1 and work must be completed by June 30, 2023.

C. SCOPE OF PROCUREMENT

The Department of Cultural Affairs, Historic Preservation Division seeks a contractor to complete a historic land research and planning project within the San Antonio de las Huertas Land Grant. The project’s scope of work includes project management, a cultural resources survey, archaeological survey, a historic report, and the development of interpretive and directional signage. The contractor must be able to manage all aspects of the project which covers a variety of disciplines and shall result in the survey of all cultural resources on the subject section of the land grant, a report that details the history of the site, and planning efforts to locate and design and develop signage for the site.

This procurement will result in a contractual agreement between two parties; the procurement may **ONLY** be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Department of Cultural Affairs has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Gail Craven, DCA Procurement Manager
Telephone: (505) 476-0523
Email: Gail.Craven@dca.nm.gov

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

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **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.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL DELIVERY

All deliveries of proposals via express carrier, courier or hand delivery, must be addressed and submitted as follows:

<i>Name:</i>	<i>Gail Craven, DCA</i>
<i>Reference RFP Name:</i>	<i>Historic Land Research and Planning within the San Antonio De Las Huertas Land Grant</i>
<i>Address:</i>	<i>Historic Preservation Division 407 Galisteo Street, Suite 236 Santa Fe, New Mexico 87501</i>

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“Agency Project Manager”** means the Agency Director/State Historic Preservation Officer, Jeff Pappas.
3. **“Agency Project Team or “APT”** means staff of the Historic Preservation Division and other staff of the AGENCY selected to review project deliverables/land grant projects.
4. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
5. **“Award”** means the final execution of the contract document.
6. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
7. **“Business Owner”** means the Agency executive responsible for the project, Jeff Pappas, Director.

8. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
9. **“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 §§57-3-A-1 through 57-3A-7, NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
10. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
11. **“Contractor”** means any business having a contract with a state agency or local public body; the contracted firm responsible for conducting the activities of the contract.
12. **“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.
13. **“Desirable”** – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
14. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
15. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
16. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
17. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
18. **“Finalist”** means 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, as explained in Section II.B.8.

19. **“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.
20. **“IT”** means Information Technology.
21. **“Land Grant Projects”** means the projects completed within the San Antonio de las Huertas Land Grant.
22. **Land Grant Committee”** means employees of the Historic Preservation Division responsible for project governance including accepting and reviewing all land grant projects and deliverables. The Land Grant Committee is chaired by the Business Owner
23. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
24. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
25. **“Multiple Source Award”** means an award of a contract for one or more items of tangible personal property, services or construction to more than one Offeror.
26. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
27. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
28. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
29. **“Procuring Agency”** means the Department of Cultural Affairs.
30. **“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.
31. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

32. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
33. **“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.
34. **“Responsive Offer”** 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.
35. **“San Antonio de las Huertas or ‘SADLH’ ”** – means the San Antonio de las Huertas Land Grant.
36. **“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.
37. **“Site”** means the area within the San Antonio de las Huertas Land Grant.
38. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
39. **“State (the State)”** means the State of New Mexico.
40. **“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 Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
41. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
42. **“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.)

43. “**Unredacted**” means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

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

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://nmhistoricpreservation.org/programs/shpo-requests-for-proposals.html>

Other relevant links:

Pre-Proposal Conference

Tuesday, December 27, 2022, at 1:00 p.m.

Zoom	https://zoom.us/
Link to join:	https://nmculture-org.zoom.us/j/89939995551?pwd=eERwaEFmNEJqVTJRdlZsWFd6ZU9XQT09
Shortcut Link to join:	https://bit.ly/3YklXME
Meeting ID:	899 3999 5551
Passcode:	rfprfp

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Agency	December 20, 2022
2. Acknowledgement of Receipt Form	Potential Offerors	December 27, 2022
3. Pre-Proposal Conference	Agency	December 27, 2022
4. Deadline to submit Written Questions	Potential Offerors	December 29, 2022
5. Response to Written Questions	Procurement Manager	January 3, 2023
6. Submission of Proposal	Potential Offerors	January 17, 2023
7.* Proposal Evaluation	Evaluation Committee	Jan 18, 2023 to Jan 31, 2023
8.* Selection of Finalists	Evaluation Committee	February 1, 2023
9 * Oral Presentation(s)	Finalist Offerors	February 2, 2023
10.* Best and Final Offers	Finalist Offerors	February 3, 2023
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	Feb 6, 2023 to Feb 10, 2023
12.* Contract Awards	Agency/ Finalist Offerors	Feb 14, 2023
13.* Protest Deadline	SPD	March 1, 2023

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Department of Cultural Affairs, Historic Preservation Division on: December 20, 2022

2. Acknowledgement of Receipt Form

Potential Offerors must e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Gail Craven at Gail.Craven@dca.nm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 3:00 P.M. MST/ MDT on: December 27, 2022

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:00 P.M. MST/MDT via Zoom (Zoom Link:) <https://bit.ly/3YklXME>

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 P.M. MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to:

<https://nmhistoricpreservation.org/programs/shpo-requests-for-proposals.html>

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON JANUARY 17, 2023. NO LATE PROPOSAL CAN BE ACCEPTED. The date and time of receipt will be

recorded on each proposal. Proposals will be time-stamped. Such electronic submissions will be considered sealed in accordance with statute.

Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Historic Land Research & Planning within the San Antonio de las Huertas Land Grant, RFP#**

23-505-7088-50145. Proposals submitted by facsimile or other electronic means will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, 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

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. 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. However, 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 the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. The Historic Preservation Division will review RFP Offerors' proposals and score per the enclosed scoring form.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a location to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee.

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events, or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's Oral Presentation.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, 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 notice of award of contract(s) and will end at 5:00 pm MST/MDT 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. The protest must be directed to:

Protest Manager: Max DeAzevedo, Deputy General Counsel
Protest Manager **E-mail** address: Max.DeAzevedo1@dca.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. 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.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. 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.

5. 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. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. 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.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. Proprietary and Confidential information is restricted to:

1. confidential financial information concerning the Offeror's organization; and

2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.1.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: 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 proprietary or confidential materials, the Agency shall examine the 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 proprietary or confidential information.

9. No Obligation

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

10. Termination

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

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected 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.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. 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.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft 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 terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the 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 of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

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.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the

Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.24. 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.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. 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.

23. 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.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. 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 procuring Agency's written permission.

26. 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. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to: HPD Website for RFP: <https://nmhistoricpreservation.org/programs/shpo-requests-for-proposals.html>

28. New Mexico Employees Health Coverage

- 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 by providing each employee with, as a minimum, the following web site link to additional information <https://bewellnm.com>.
- 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.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) 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 or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s, if any, that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. 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.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue
<https://www.tax.newmexico.gov/businesses/business-preference-certification/>

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

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposals must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted in the manner outlined below, and sealed according to the definition provided in Section I.F.36. Each ORIGINAL binder (Technical and Cost) shall be clearly marked as "ORIGINAL" on the front of the binder. The additional HARD COPIES (if any) must each be submitted in separate binders, and must be clearly identified as "COPY" on the front cover.

Technical and Cost portions of Offerors proposal **must** be submitted in separate binders as indicated below in this section, and **must** be prominently identified as "Technical Binder," or "Cost Binder," on each front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package or box according to the information provided in Section I.E. It is not necessary to segregate Technical Binders from Cost Binders, if they are submitted within the same sealed envelope, package or box, as long as the Technical Binders and Cost Binders are each submitted in separate binders. **DO NOT submit ANY cost in the Technical Binder.**

Offerors **must** deliver:

- a) **Technical Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Technical Proposal; ORIGINAL and all HARD COPIES of the Technical Proposal shall be in separate labeled binders. The electronic copy MUST be submitted as a USB flash drive/CD and **CANNOT** be emailed. **The Technical Proposals SHALL NOT contain any cost information.**
 - i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.9 and detailed in Section II.C.8, Offeror **must** submit:
 - all of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section 1.F.43) versions for evaluation purposes; **AND**
 - ONE (1) additional **redacted** (def. Section 1.F.31) HARD COPY version and ONE (1) additional **redacted** electronic version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as

“REDACTED” or “CONFIDENTIAL” on the front cover of the hard-copy binder and on the first page of the electronic file.;

- b) **Cost Proposals** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) ELECTRONIC copy of the proposal containing **ONLY** the Cost Proposal; ORIGINAL and all HARD COPIES of the Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy MUST be submitted as a USB/CD and CANNOT be emailed.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted** USB/CD, one (1) **redacted** USB/CD). **The electronic version can NOT be emailed.**

The ORIGINAL, HARD COPIES and ELECTRONIC copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the ORIGINAL shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposal:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror’s proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

Technical Proposal (Binder 1) – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)

- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Oral Presentation (if applicable)
 - 4. Mandatory Specification
 - 5. Desirable Specification
 - 6. Financial Stability –(Financial information considered confidential, as defined in Section I.F.9 and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i, as applicable)
 - 7. Performance Surety Bond Statement of Concurrence
 - 8. New Mexico/Native American Resident Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal (Binder 2):

- 1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in Binder 2.**

A Proposal Summary may be included in Offeror's Technical Proposal (Binder 1), to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

See attached, Appendix G for the Scope of Work.

B. TECHNICAL SPECIFICATIONS

The Contractor must hold a valid Permit to Conduct Archaeological Investigations on State Lands (4.10.8 NMAC). Staff listed on the roster of the permit must be listed in the SHPO directory under 1) archaeology and 2) history or architecture, or architectural history, or landscape architecture.

1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of cultural resources management services. All cultural resources management services provided to private sector will also be considered;
- b) provide a resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the project leader. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and the applicant's Permit with the State of New Mexico for archaeological survey.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, state, federal or large local government clients within the last five to ten (5-10) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and

- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Mandatory Specification

The Contractor **must** hold a valid Permit to Conduct Archaeological Investigations on State Lands (4.10.8 NMAC). Supervisory Staff listed on the roster of the permit must be listed in the SHPO directory under 1) archaeology and 2) history or architecture, or architectural history, or landscape architecture or obtain a project-specific permit issued by the Cultural Properties Review Committee (CPRC).

4. Desirable Specification

Project staff meets The Secretary of the Interior’s Professional Qualifications Standards for the discipline of 1) archaeology and 2) history or architectural or historic architecture. See Appendix H.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report

2. Performance Surety Bond

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. **A Statement of Concurrence, as defined in Section I.F.42, must be submitted in the Offeror's proposal.**

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

5. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

6. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by proposal's total cost of project.

7. Resident Business or Resident Veterans Preference

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience Organization should have the breadth of experience to illustrate it can manage this project and perform the duties required. Organization should demonstrate the completion of similar projects and show results.	400
B. 2. Organizational References Organization should have references that show excellent project execution.	100
B. 3. Mandatory Specification Project staff members must be permitted via the State of New Mexico.	Pass/Fail
B. 4. Desirable Specification Project staff members that meet The Secretary of the Interior's Professional Qualifications Standards should be noted.	200
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond (if applicable)	Pass/Fail
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost Proposed cost should illustrate a reasonable payment for services and project accomplishment.	300
TOTAL POINTS AVAILABLE	1,000
C.6. A. New Mexico / Native American Resident Preference	80
C... B. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	100

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Mandatory Specifications

The Contractor must hold a valid Permit to Conduct Archaeological Investigations on State Lands (4.10.8 NMAC). Staff listed on the roster of the permit must be listed in the SHPO directory under 1) archaeology and 2) history or architecture, or architectural history, or landscape architecture. Pass/Fail only. No points assigned.

4. B.4 Desirable Specifications

The staff meets The Secretary of the Interior's Professional Qualifications Standards for the discipline of 1) archaeology and 2) history or architectural history or historic architecture or historic preservation or historic preservation planning; see Appendix H.

5. C.1 Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. C.2 Performance Bond (See Table 1)

Pass/Fail only. No points assigned.

7. C.3 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. C.4 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. C.5 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{This Offeror's Cost}} \times \text{Available Award Points}$$

10. C.6. New Mexico / Native American Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and 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. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.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.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Historic Land Research and Planning within the San Antonio de Las Huertas Land Grant
23-505-7088-50145

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal.
Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Gail Craven

E-mail: Gail.Craven@dca.nm.gov

Subject Line: Acknowledgement of Receipt Form - RFP 23-505-7088-50145

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: Michelle Lujan Grisham (NM Governor), Howie Morales, (Lt. Governor)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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 C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

(NAME OF AGENCY)

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty

days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency 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 Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind 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.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin,

ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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 contract, Contractor certifies, by signing this agreement, to 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 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 (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
[insert name, address and email].

To the Contractor:
[insert name, address and email].

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

NM CRS ID NUMBER: **00-000000-00-0**

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

APPENDIX D
COST RESPONSE FORM

Please fill out this form items must match Cost Proposal submitted by Offeror.

Description	Type	Quantity	Cost per Item

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Total Price: \$ _____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 23-505-7088-50145

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns.
If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.

____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.

____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Karla McWilliams at Karla.McWilliams@dca.nm.gov by January 10, 2023 4:00 P.M. MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 23-505-7088-50145
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Department of Cultural Affairs, Historic Preservation Division via e-mail at:

Name: Karla McWilliams
Email: Karla.McWilliams@dca.nm.gov

Forms must be submitted no later than January 10, 2023 & 4:00 P.M. MST/MDT, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at 505-476-0523 & Gail.Craven@dca.nm.gov . When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

APPENDIX G

SCOPE OF WORK

SAN ANTONIO DE LAS HUERTAS LAND GRANT ARCHAEOLOGICAL SURVEY & COLLATERAL MATERIALS PROJECT SCOPE OF WORK

Note that this is a draft scope of work and that a finalized scope of work will be developed for the contract between the consultant and the state.

Definitions:

AGENCY means the New Mexico Department of Cultural Affairs representing the Historic Preservation Division.

AGENCY PROJECT MANAGER means the AGENCY Director/State Historic Preservation Officer, Jeff Pappas.

AGENCY PROJECT TEAM or “APT” means staff of the Historic Preservation Division and other staff of the AGENCY selected to review project deliverables/land grant projects.

BUSINESS OWNER means the Agency executive responsible for the project, Jeff Pappas, Director.

CONTRACTOR means the contracted firm responsible for conducting the activities in this contract.

LAND GRANT PROJECTS means the projects completed within the San Antonio de las Huertas Land Grant.

LAND GRANT COMMITTEE means designated staff in the Historic Preservation Division responsible for project governance including accepting and reviewing all deliverables in the development of the Land Grant Projects. The LAND GRANT COMMITTEE is chaired by the Business Owner.

SAN ANTONIO DE LAS HUERTAS or “SADLH” – Refers to the San Antonio de las Huertas Land Grant.

SITE means the area within the San Antonio de las Huertas Land Grant.

BACKGROUND

State of New Mexico Capital Outlay funds have been allocated to complete “historic land research to determine culturally significant sites in the state.” These funds were appropriated in the 2022 State of New Mexico, Special Session #3 State Bill 1, Section 5A1. These projects must be completed by June 30, 2023.

ACTIVITIES

CONTRACTOR will facilitate the timely completion of LAND GRANT PROJECTS. All projects **must** comply with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, <https://www.nps.gov/tps/standards.htm>.

The purpose of these projects is for future planning and public education. No work shall be completed on property outside of the boundary of the San Antonio de Las Huertas Land Grant (SADLH). Any work completed within the SADLH **must** have the permission of the SADLH Land Grant Committee, the property owner and/or the acequia commission/Mayordomo.

The projects shall include:

1. Project Management
2. Cultural Resources Survey & Reporting
 - A. Archaeological Survey and Report

- B. Historical Report and Survey of Other Cultural Resources
- 3. Site Signage
- 4. Collateral Materials Development

See below for further description of the above projects.

1. Project Management.

Contractor will meet with AGENCY PROJECT TEAM (“APT”) at the start of the planning process to review project timetable. Contractor will complete monthly progress reports during the development process of the following projects. Contractor will follow the project schedule in the contract.

2. Cultural Resources Survey & Reporting

The cultural resources survey and reporting shall include a cultural resources survey of specified locations within the SADLH and a historical report.

Survey work and reports shall be guided by the following requirements:

- The standards and guidelines outlined in the New Mexico Cultural Resource System (NMCRI) and State of New Mexico, as found in New Mexico Administrative Code (NMAC), Section 4.10.15 “Standards for Survey and inventory” and “Limited test excavation during survey”, here: <https://nmhistoricpreservation.org/assets/files/permits/standards.for.survey.pdf>
- The standards and guidelines as set forth in National Park Service, National Register Bulletin #30, “Guidelines for Evaluating and Documenting Rural Historic Landscapes”, as found here: <https://www.nps.gov/subjects/nationalregister/upload/NRB30-Complete.pdf>
- “Standards for excavation and test excavations under general permit” as found in New Mexico Administrative Code, 4.10.16 “Standards for Excavation and Test Excavation”
- The standards and guidelines as set forth in National Park Service, National Register Bulletin #38, “Guidelines for Evaluating and Documenting Traditional Cultural Properties” as found here: <https://www.nps.gov/subjects/nationalregister/upload/NRB38-Completenessweb.pdf>

The Cultural Resources Survey and Reporting portion of the project shall consist of the following activities:

- Survey of Archaeological Resources
- Cultural Resources Reporting: Historical Report and Survey of Other Cultural Resources

Archaeological Survey

The Survey of Archaeological Resources includes the following activities:

- Block survey of a total of approximately 205 acres, see attached maps.
- Survey and analysis of acequia system and associated buildings, structures, and objects.
- Collection of archaeo-magnetic dating specimens from horno feature and contract a consultant for archaeo-magnetic specimen analysis.
- Archaeological test excavations under general archaeological permit

Cultural Resources Reporting

Cultural Resources Reporting includes the following activities:

- Completion of a historical overview and history of SADLH and SADHL cemeteries.
- Survey of non-archaeological cultural resources

The historical overview shall include an overview of the site – including site history, cultural history, prehistoric and historic archaeological history. The historical report shall also include a history of cemeteries within the SADHL. Report shall illustrate how the SADHL relates to local, state, and national history and analyze the surveyed resources for consideration in being listed in the National Register of Historic Places.

For each of the above projects, the following steps shall be taken:

A. Step 1

- i. Records review / literature review

B. Step 2

- i. Begin survey and document survey results. Laboratory of Anthropology site forms shall be used to document archaeological sites. Historic Cultural Property Inventory (HCPI) forms shall be used to document structures and cemeteries. The documentation of buildings, except in association with cemeteries, is not anticipated nor required. Consult with SHPO if buildings may merit documentation.
- ii. For acequia system, coordinate with mayordomo for access to three ponds and acequias and to obtain any available documentation. Access to information may require the approval of the acequia association. Supplement survey data with historic mapping, and aerial photography when needed.
- iii. Collect archaeo-magnetic dating specimens from horno feature.
- iv. Begin archaeological test excavations, where appropriate, consulting with AGENCY PROJECT TEAM.

C. Step 3

- i. The historical report shall include the following sections:
 - A. Summary Statement. The summary statement should identify the areas of significance or themes, time periods, that are encompassed in the site history.
 - B. Background History. This should include a brief overview of the history of the area.
 - C. Oral history. This section should include the gathering of oral history to supplement background history and other historical research.
 - D. Geographic Parameters. Identify the geographic parameters and how its boundaries relate to the history.
 - E. Local, Statewide and National Contexts. Describe how the historical theme unfolded in the state or nation and how it relates to local history. Describe ethnic groups that contributed to the theme. Describe the influence of agriculture, commerce, and health on the historic site.
 - F. Associate Property Types. Identify properties that are related to the history and patterns of location.
 - G. Physical Characteristics and Integrity. Outline and justify physical characteristics of the identified property types.
 - H. National Register Criteria. Briefly describe how property types relate to NR Criteria.
 - I. Bibliography. Provide an overview of the research and sources utilized.

D. Step 4

- i. Register project in NMCRIS and enter survey data.
- ii. Complete outline of archaeological survey report and historical report.
- iii. Submit outline to AGENCY PROJECT TEAM (APT) for review and comments.

- E. Step 4
 - i. Take into account APT comments when revising Survey Report and Historical Report.
 - ii. Revise Survey and Reports and resubmit to APT for review and comments.
- F. Step 5
 - i. Obtain comments from APT on Surveys and Reports.
 - ii. Take comments into consideration when revising survey and report.
 - iii. Submit revised Survey and Report for review by APT.
- 3. Site Signage
 The project shall include the development of the following signage for the site:
 - A. Interpretive Signage
 - B. Directional Signage

The signage project shall consist of the following steps:

 - A. Step 1
 - i. Using Historical Report information and Archaeological Report information create a series of 3-4 interpretive signs that provide background of the cultural site and direct users away from prominent sites.
 - ii. Analyze site to determine where directional signage could be installed for traffic direction and parking locations.
 - iii. Analyze site to determine where interpretive signage could be installed.
 - B. Step 2
 - i. Identify and select images and maps to be used in signs.
 - ii. Design a draft layout of interpretive signs.
 - iii. Design draft layout of directional signs.
 - iv. Submit draft sign designs to AGENCY PROJECT TEAM for review and comments.
 - C. Step 3
 - i. Take AGENCY PROJECT TEAM comments into consideration and revise interpretive and directional signs.
 - ii. Resubmit sign designs and plans indicating sign locations to AGENCY PROJECT TEAM.
 - D. Step 4
 - i. Take AGENCY PROJECT TEAM comments into consideration and revise interpretive and directional signs.
 - ii. Develop sign specifications.
 - iii. Identify three contractors and obtain bids to manufacture signs.
 - E. Step 5
 - i. Obtain three bids from sign contractors.
 - ii. Submit bids, specifications, maps of sign locations to AGENCY PROJECT TEAM.
- 4. Collateral Materials Development
 The project shall include the development of a two-sided color brochure for the site, and include the following steps:

- A. Step 1
 - i. Using Historical Report and Archaeological Report develop a draft of a two-sided informational brochure.
 - ii. Submit draft to AGENCY PROJECT TEAM for review and comments.
- B. Step 2
 - i. Take AGENCY PROJECT TEAM comments into consideration in revision of brochure.
 - ii. Submit revision of brochure to AGENCY PROJECT TEAM for review and comments.
- C. Step 3
 - i. Take into consideration the comments by the AGENCY PROJECT TEAM in final revision of brochure.
 - ii. Revise brochure and identify printing specifications for brochure.
 - iii. Contact three printers to obtain bids for printing brochure.
- D. Step 4
 - i. Submit final brochure and bids for printing to AGENCY PROJECT TEAM.

Project Schedule

Introduction

The completion of the Land Grant Projects will preserve archaeological sites within the Land Grant.

Below is a breakdown of the phases of the project schedule:

Phase 1 – AGENCY PROJECT TEAM (APT) shall meet with contractor to provide guidance and identify where information can be found and how to access HPD files, records, and staff. Contractor shall identify where records / literature research can be conducted. Contractor shall submit a report of meeting synthesizing objectives and expectations and locations for literature/records research.

Phase 2 – Contractor shall review records / literature to synthesize initial conclusions about archaeological and historic reports and draft outlines. Contractor shall submit outlines of reports to APT. Contractor shall submit invoice for up to \$10,000.00.

Phase 3 – Contractor shall conduct archaeological survey of 167 acres and additional sites as described above and shown on attached maps. Contractor shall register with NMCRIS. Contractor shall submit draft Archaeological Report to APT.

Phase 4 – Contractor shall continue to review and conduct historic research, obtaining historic photographs, and planning documents; submit draft Historic Report to APT. Contractor shall submit invoice for up to \$15,000.

Phase 5 – Contractor shall continue to revise and update both Archaeological and Historic Reports using APT comments and suggestions. Contractor shall analyze site for locations of interpretive and directional signs. Contractor shall develop draft interpretive sign mock-ups. Contractor shall submit Archaeological and Historic Report drafts. Contractor shall submit invoice for up to \$25,000.

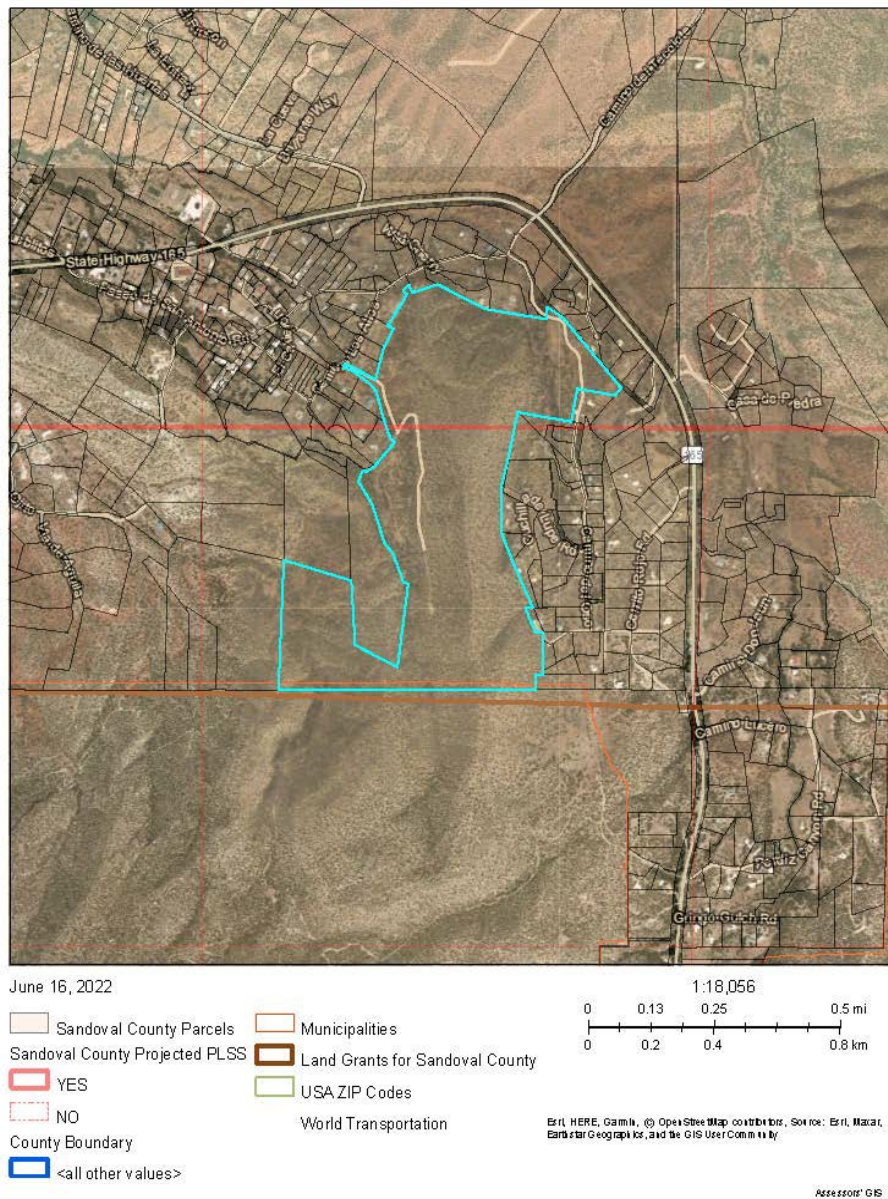
Phase 6 – Contractor shall continue to revise and update both Archaeological and Historic Reports using APT comments and suggestions. Contractor shall analyze site for locations of interpretive and directional signs. Contractor shall revise draft interpretive signs and review proposed directional signs. Contractor shall submit Archaeological and Historic Report drafts. Contractor shall submit invoice for up to \$10,000.

Phase 7 – Contractor shall revise Reports and finalize locations for interpretive and directional signage. Contractor shall draft a two-sided color brochure of the site and submit to APT for review.

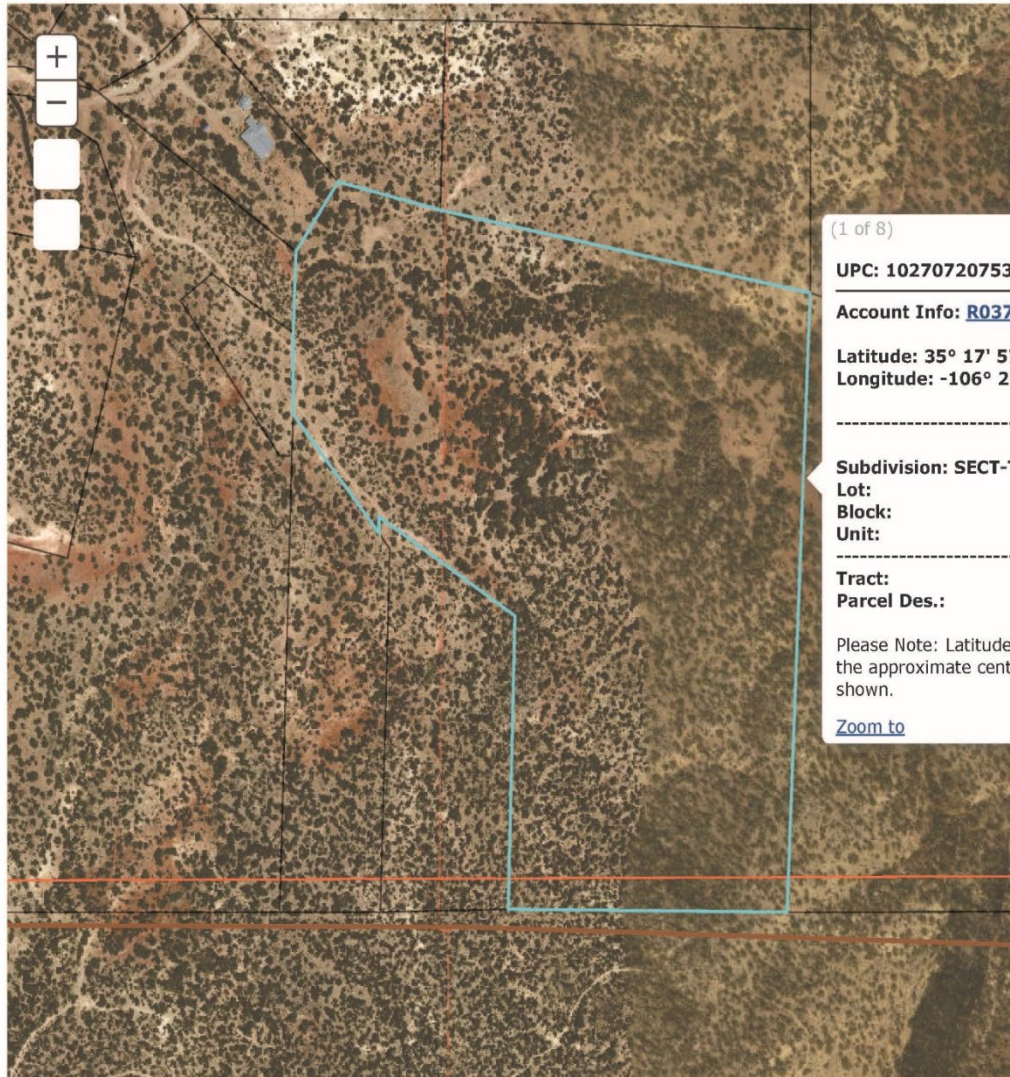
Phase 8 – Contractor shall complete final versions of reports, finalize locations and designs of interpretive and directional signage. Contractor shall revise and update brochure design using comments from APT.

Phase 9 – Contractor shall finalize reports, sign locations and design, complete draft bid packages for signs, finalize design of brochure and submit all final reports. Contractor shall complete data entry to NMCRIS for survey results. Contractor shall submit invoice for remaining grant amount.

Las Huertas 167 acres



MAP OF SAN ANTONIO DE LAS HUERTAS 167-ACRE PORTION



MAP OF SAN ANTONIO DE LAS HUERTAS, 30-ACRE PORTION

Las Huertas cemetery 1



MAP OF SAN ANTONIO DE LAS HUERTAS, LAS HUERTAS CEMETERY 1

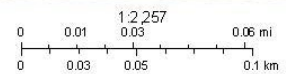
Las Huertas cemetery 1b



June 16, 2022

- Sandoval County Parcels
- Sandoval County Projected PLSS
- YES
- NO
- County Boundary
- <all other values>
- Municipalities
- Land Grants for Sandoval County

- USA ZIP Codes
- World Transportation

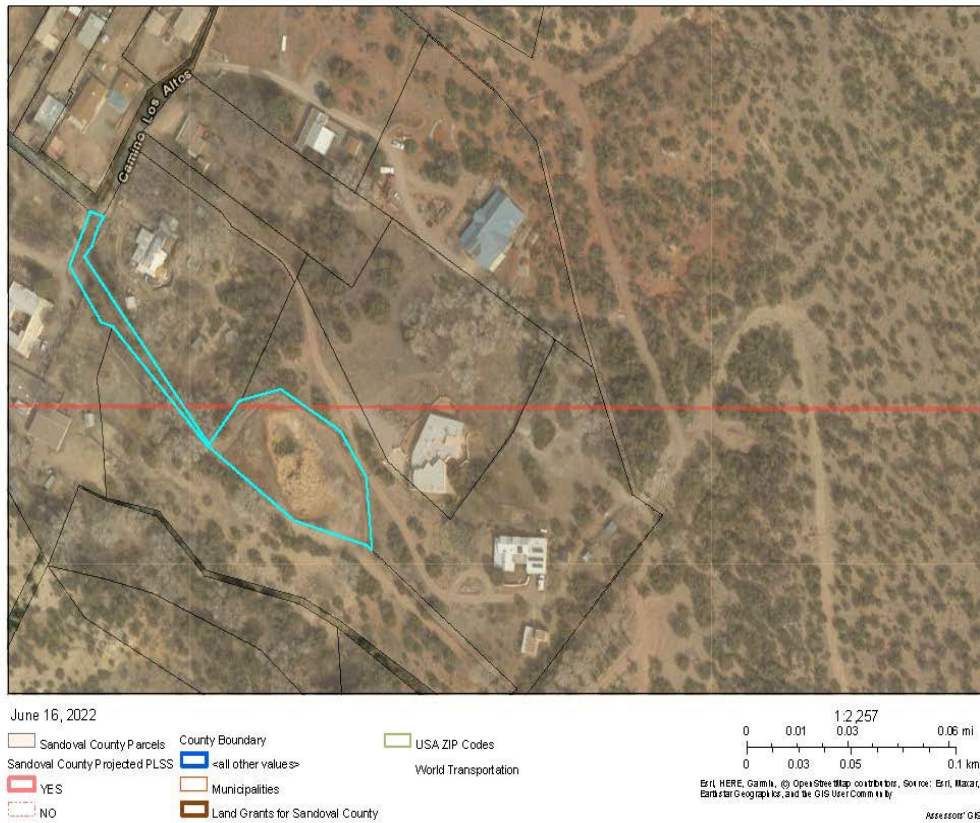


Esri, HERE, Garmin, © OpenStreetMap contributors, Sotres, Esri, Maxar, Earthstar Geographics, and the GIS User Community

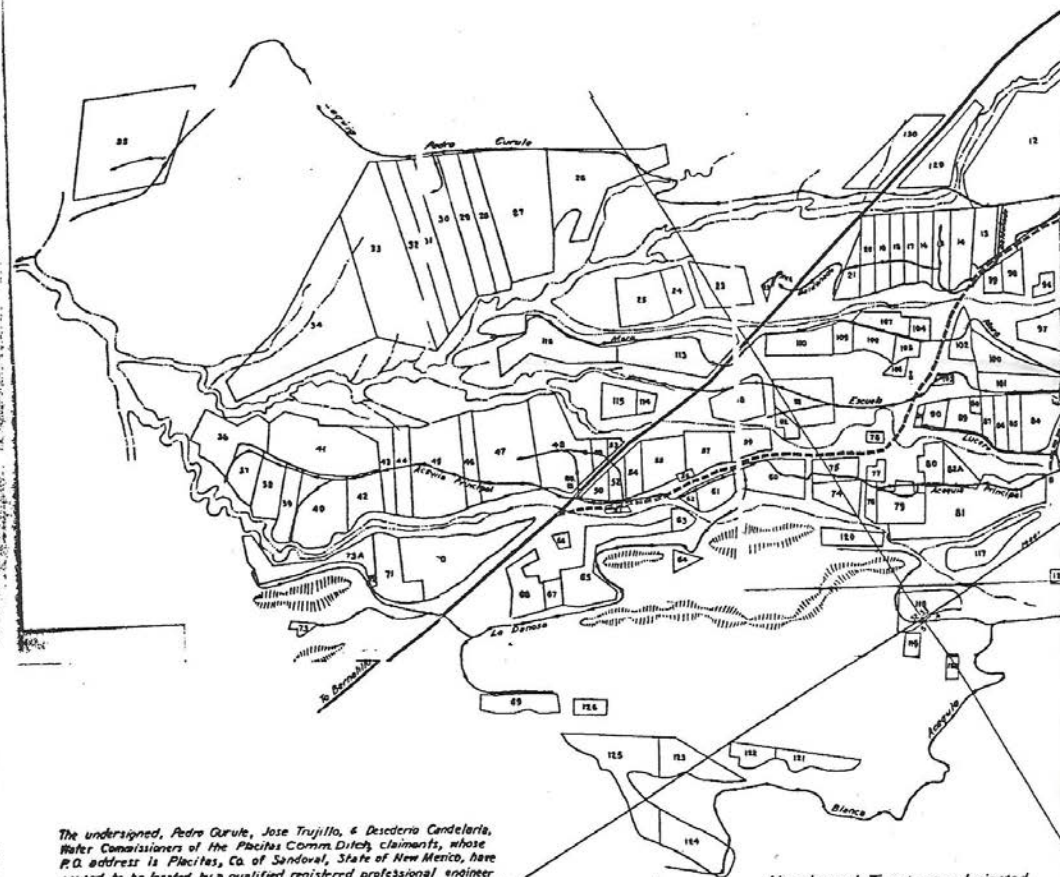
Assessors' GIS

MAP OF SAN ANTONIO DE LAS HUERTAS, LAS HUERTAS CEMETERY 2

Las Huertas ciruela pond



MAP OF SAN ANTONIO DE LAS HUERTAS, LA CIRUELA POND



The undersigned, Pedro Gurule, Jose Trujillo, & Desiderio Candelaria, Water Commissioners of the Placitas Comm. Ditch, claimants, whose P.O. address is Placitas, Co. of Sandoval, State of New Mexico, have caused to be located by a qualified registered professional engineer & land surveyor, the ditch system as hereinafter described & indicated, hereby make these several statements relative thereto, & offer this map & statements for acceptance & filing in compliance with the laws of the State of New Mexico.

Numbered Tracts are Irrigated

The point of diversion from the Las Huertas Creek is located in the NE quarter of the SE quarter of Section 9, Township 12 N., Range 5 E., N.M.P.M., at a point whence the SE cor. of sec. 9, T. 12 N., R. 5 E. bears 1903 ft. distant as shown on map.

There are 9 springs located in sections 4, T. 12 N., R. 5 E., & section 33, T. 13 N., R. 5 E., as indicated on map.

The efficient but not excessive duty of water in this area is 3 acre ft. per acre delivered on the land, claim for which is hereby made for irrigation (& domestic) purposes.

State of New Mexico

County of Sandoval

We, Pedro Gurule, Jose Trujillo, & Desiderio Candelaria, being first duly sworn, upon our oaths, state that we are the Water Commissioners of the Placitas Comm. ditch, an association duly organized under the laws of the State of New Mexico, that the accompanying map and statements were made under the authority of the Board of Water Commissioners of said Association, and that we have read & examined the statements & representations thereon & state that the same are true to the best of our knowledge & belief.

[Signature]
[Signature]
 Board of Water Commissioners

Subscribed & sworn to before me this 17 day of May, 1942.
[Signature] Notary Public
 My commission expires March 1943 (Seal)

State of New Mexico

County of Bernalillo

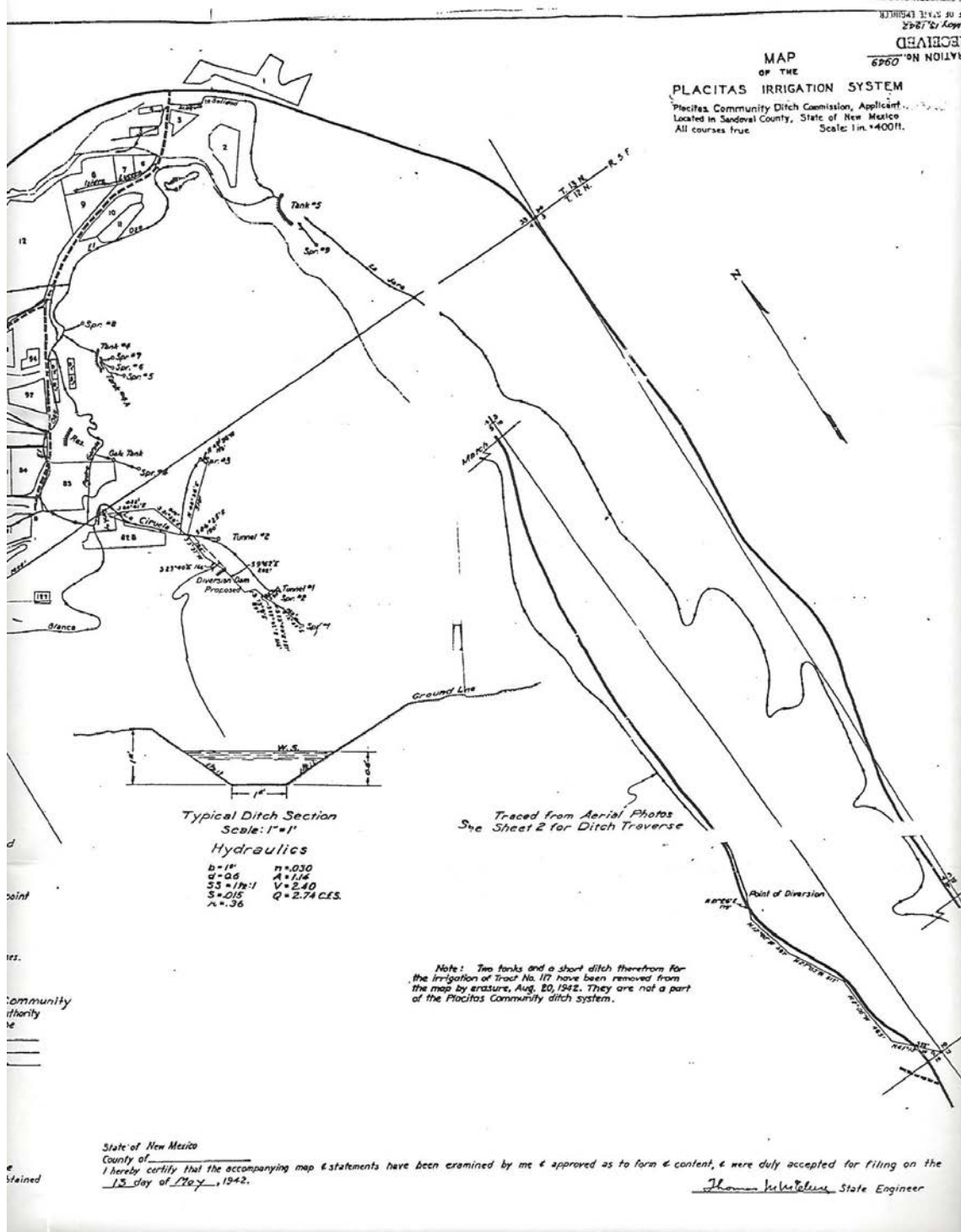
I, Thomas Griffin, being first duly sworn, upon my oath, state that I am the registered professional engineer & land surveyor who made the map of the Placitas Irrigation System; that such map was prepared by tracing an aerial photograph base upon which had been superimposed pertinent data obtained in the field under my direction, & that same are true & correct to the best of my knowledge & belief.

License No. 515 *[Signature]* Registered Professional Engineer & Land Surveyor

Subscribed and sworn to before me this 9 day of May, 1942.
[Signature] Notary Public
 My commission expires 4-6-43 (Seal)

DECLARATION No. 0949

MAP OF SAN ANTONIO DE LAS HUERTAS, ACEQUIAS MAP



MAP OF SAN ANTONIO DE LAS HUERTAS, ACEQUIAS MAP

APPENDIX H

The Secretary of the Interior's Professional Qualifications Standards

NEW MEXICO HISTORIC PRESERVATION DIVISION CONTRACTOR APPLICATIONS

THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS (SOIPQS)

Each of the members of the project team must complete the applicable SOI Professional Qualifications Standards form – see following pages - and include it with RFP Response.

SOIPQS disciplines include the following:

Archeology (Prehistoric & Historic)
Architectural History
Architecture (Architect, Historic Architect, Historic Landscape Architecture)
Cultural Anthropology
History (Historian)
Historic Preservation
Historic Preservation Planner

For further information, see:

<https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf> and
<https://ncptt.nps.gov/articles/c2a/soi-professional-qualification-standards/>

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Archeology Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are Archeologists. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

(A). Prehistoric Archeologist:

- ☐ The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Prehistoric Archeology, OR a graduate degree in Archeology with a specialization in Prehistoric Archeology, OR a graduate degree in a closely related field;

plus

- ☐ A minimum of 2.5 years of full-time professional experience in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the United States and its Territories (at least six months of experience must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist, and one year of experience in the study of the archeological resources of the prehistoric period must have been at a supervisory level);

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

(B) Historical Archeologist:

- ☐ The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Historical Archeology, OR a graduate degree in Archeology with a specialization in Historical Archeology, OR a graduate degree in a closely related field;

plus

- ☐ A minimum of 2.5 years of full-time professional experience in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the United States and its Territories (at least six months of experience must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist, and one year of experience in the study of the archeological resources of the prehistoric period must have been at a supervisory level);

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

To meet the standards in this discipline you must be able to check all the boxes above. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (Archeology, Cultural Resources Management, Historical Archeology, Public Archeology, History, Public History, American Studies). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR ARCHEOLOGIST

Closely related fields: Anthropology, with a specialization in Archeology, is the typical degree discipline for archeologists practicing in the United States. One of the usual requirements for receiving the degree is completion of an archeological field school in which the student learns about techniques of survey, excavation, and laboratory processing. However, degree programs have also been established in Archeology, Cultural Resources Management, Historical Archeology, and Public Archeology. Some Historical Archeology programs are housed in History, Public History, or American Studies Departments. For these degrees, a list of courses taken should be reviewed to determine if the program is equivalent to that typically provided for a degree in Anthropology with a specialization in Archeology, including course work in archeological methods and theory, archeology of a geographic region (e.g., North America), and the field school.

Discipline specializations: The most prevalent specializations in Archeology include Historical Archeology or Prehistoric Archeology, i.e., the specialization in resources of either the prehistoric period or the historic period. These specializations necessarily require expertise in different types of sites and different sources of information about past human activities. For example, a prehistoric archeologist usually requires a knowledge of environmental sciences, while a historical archeologist needs to understand the techniques of archival research. Additional specialized training and experience is also required for those specializing in, for example, underwater archeology, physical anthropology (human bones and burials), forensic archeology, or zooarcheology (non-human bones). In addition, archeologists typically specialize in the archeological resources of a particular time period, geographic region, resource type, or research subject.

APPLYING THE STANDARD FOR ARCHEOLOGIST

Documenting Professional Experience: A professional archeologist typically has experience in field survey, site testing, site excavation, artifact identification and analysis, documents research, and report preparation. Supervised field experience as a graduate student may be counted as part of the overall 2 1/2 year professional experience requirement.

A Prehistoric Archeologist meeting this Standard would document one year of supervisory experience in the study of prehistoric archeological sites; a Historical Archeologist would document one year of supervisory experience in the study of sites of the historic period.

The two archeologist specializations of Prehistoric Archeology and Historic Archeology are not interchangeable. Documentation to show that someone qualifies in both Prehistoric and Historic Archeology should include a minimum of one additional year of supervisory experience on resources of the other specialty, for a total of 3 1/2 years of experience, with products and activities in both specializations.

Products and activities: Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation."

Products and activities that meet the appropriate Secretary Standards for Archeology and Historic Preservation may include:

- Survey and excavation reports of cultural resource management or Section 106 (or other compliance) projects. These reports are typically called "grey literature;" they often have multiple authors and are usually produced in limited quantities by consulting firms.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Materials such as presentations, booklets, brochures, lesson plans, or videos that interpret the results of archeological investigation for the general public
- Publications including articles in professional journals, monographs, books, or chapters in edited books, related to the preservation of historic or archeological properties.
- Presentations at regional, national, or international professional conferences related to the preservation of historic or archeological properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic or archeological properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Architectural History Professional Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are architectural historians. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

Alternative A

☐ MA/Phd in Architectural History

or

☒ MA/Phd in Art History, Historic Preservation or CRF

(specify field)

and

- ☐ Two years full-time applying the theories, methods and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration or treatment of historic properties in the US and its Territories

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation

(specify)

Alternative B

☐ BA in Architectural History

Or

☒ BA in Art History, Historic Preservation or CRF

(specify field)

and

- ☐ Four years full-time applying the theories, methods and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration or treatment of historic properties in the US and its Territories

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation

(specify)

To meet the standards in this discipline you must be able to check either a big box or a big circle, and check all the smaller boxes under that alternative. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (American Studies, American Civilization, Architecture, Landscape Architecture, Urban and Regional Planning, American History, Historic Preservation and Public History). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR ARCHITECTURAL HISTORIAN

Closely related fields: Professional Architectural Historians typically receive their formal training through Architectural History, Art History, or Historic Preservation programs, which include course work in American Architectural History. Other fields of study may offer relevant training, provided that course work in American Architectural History is taken. These other fields may include American Studies, American Civilization, Architecture, Landscape Architecture, Urban and Regional Planning, American History, Historic Preservation, and Public History.

Discipline specializations: Architectural Historians tend to be generalists, although specializations within Architectural History are typically based on time periods (such as 18th century), on a particular architectural style (such as Georgian or vernacular), or a combination of these (such as plantation architecture in the antebellum South).

APPLYING THE STANDARD FOR ARCHITECTURAL HISTORIAN

DOCUMENTING PROFESSIONAL EXPERIENCE

Products and activities: Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." A professional Architectural Historian typically has expertise in research, survey, documentation, and evaluation of architectural resources, including buildings, structures, objects, and districts. Documentation of such experience is desirable. Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Survey reports assessing the significance of historic properties.
- Historic structure reports.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the preservation of historic structures.
- Presentations at regional, national, or international professional conferences related to the preservation of historic structures.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic structures.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however the majority of products and activities would naturally reflect that specialization.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Architecture Professional Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are architects. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

Alternative A

- ☐ Professional degree in Architecture
and
- ☐ At least two years full-time professional
experience in architecture (attach explanation)

Alternative B

- ☐ State license to practice architecture

(specify state(s))

To meet the standards in this discipline you must be able to check both boxes under Alternative A or the box under Alternative B. Note that professional degree means a five-year or graduate degree. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Historic Architecture Professional Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are historic architects. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

Alternative A

- ☐ Bachelors of Architecture degree
and
- ☐ At least one year of graduate study in Architectural Preservation, American Architectural History, Historic Preservation, Historic Preservation Planning, or CRF

(specify field)
and
- ☐ At least two years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the US and its territories
and
- ☐ Products and activities that demonstrate application of acquired proficiencies in the discipline to the practice of historic preservation

(specify)

Alternative C

- ☐ Masters degree in Architecture with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning or CLR
and
- ☐ At least two years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the US and its territories

Alternative B

- ☐ State license to practice architecture

(specify state(s))
and
- ☐ At least two years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the US and its territories
and
- ☐ Products and activities that demonstrate application of acquired proficiencies in the discipline to the practice of historic preservation

(specify)

And

Products and activities that demonstrate application of acquired proficiencies in the discipline to the practice of historic preservation

specify

To meet the standards in this discipline you must be able to check all the boxes under one of the alternatives. Note that a professional degree means a five-year or graduate degree. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (American Architectural History, Architectural Preservation, Conservation, Historic construction Technologies, Historic Building Materials, and Historic Preservation). Coursework should be evaluated if discipline itself is not always or obviously related

ACADEMIC BACKGROUND FOR HISTORIC ARCHITECT

Closely related fields: The Bachelor of Architecture degree is a five-year degree that does not always include historic preservation course work. The same may be true of a Masters of Architecture degree. An Historical Architect is first an Architect and, as such, is well grounded in all aspects of architectural practice, including architectural design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, with their complex material evolution and treatment problems.

Specialized training, to supplement that provided by the professional Architecture program, should be acquired in such areas as American Architectural History, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, and Historic Preservation.

Discipline specialization: Historic Architecture is a specialization within the broader discipline of Architecture

APPLYING THE STANDARD FOR HISTORIC ARCHITECT

Documenting Professional Experience: To be licensed by a State Government as a professional Architect, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical Architect has both theoretical knowledge and technical skill associated with preserving historic structures, and with the application of Architecture theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic properties in the United States and its Territories. A professional Historical Architect typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures and preparation of recommendations for the treatment of properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and activities: Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures.
- Adaptive reuse or feasibility studies that make recommendations for preserving historic structures.
- Historic Structure Reports or Condition Assessments of historic structures.
- Documentation that meets HABS/HAER standards for recording historic structures.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the preservation of historic structures.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Historic Landscape Architecture Professional Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are historic architects. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

Alternative A

- ☐ Masters degree in Landscape Architecture
and
- ☐ At least two years of full-time professional experience in the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the US and its Territories projects (attach explanation)
- and
- ☐ Products and activities that demonstrate application of acquired proficiencies in the discipline to the practice of historic preservation
- _____
(specify)

Alternative C

- ☐ Four or five year Bachelors degree in Landscape Architecture
- and
- ☐ At least three years of full-time professional experience applying theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the US and its Territories
- and
- ☐ Products and activities that demonstrate application of acquired proficiencies in the discipline to the practice of historic preservation
- _____
(specify)

Alternative B

- ☐ State license to practice Landscape Architecture
- _____
(specify state(s))
- and
- ☐ At least two years of full-time professional experience applying theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the US and its Territories
- and
- ☐ Products and activities that demonstrate application of acquired proficiencies in the discipline to the practice of historic preservation
- _____
(specify)

To meet the standards in this discipline you must be able to check all the boxes under one of the alternatives. Note that a professional degree means a five-year or graduate degree. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (cultural geography, landscape history, archival research techniques, historic preservation theory, principles, and practice and preservation technologies). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR HISTORIC LANDSCAPE ARCHITECT

Closely related fields: Landscape Architecture is the typical professional Bachelors degree, which is awarded after successful completion of a four-year or five-year undergraduate program. However, the Bachelors or Masters in Landscape Architecture may not always include historic preservation course work. While the standard Landscape Architecture degree program addresses all general aspects of landscape architectural practice (including design, planning, construction specifications, and professional practice), additional training is needed for Historical Landscape Architects. They may need training in landscape research, documentation, analysis, evaluation, and treatment techniques. This additional training is achieved through additional course work and/or professional experience.

Graduate study: The Masters in Landscape Architecture degree is the typical graduate degree, which is awarded after successful completion of a two-year or three-year graduate program. This degree should include studies in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Course work may include cultural geography; landscape history; archival research techniques; historic preservation theory, principles, and practice; and preservation technologies.

Discipline specialization: Historic Landscape Architecture is a specialization within the broader field of Landscape Architecture. Historical Landscape Architects should have completed training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Cultural landscape preservation focuses on preserving a landscape's physical attributes, biotic systems, and use (especially when that use contributes to its historical significance). Graduate study and/or professional experience provides the specialized training needed by the Historical Landscape Architect.

APPLYING THE STANDARD FOR HISTORIC LANDSCAPE ARCHITECT

Documenting Professional Experience: To be licensed by a State Government as a professional Landscape Architect, an individual typically must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, an Historical Landscape Architect must have two years of experience in the application of Landscape Architecture theories, methods, and practices to the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories. A professional Historical Landscape Architect has both theoretical knowledge and technical skill associated with the preservation of cultural landscapes in accordance with the Secretary's Standards for Archeology and Historic Preservation. Cultural landscapes include historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

Products and activities: Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Surveys and inventories of cultural landscapes.
- Documentation of cultural landscapes that meets the Secretary's Standards for Documentation.
- National Register nominations or Determinations of Eligibility for cultural landscapes.
- Cultural Landscape treatment and maintenance plans.
- Cultural Landscape Reports.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about cultural landscape preservation.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about cultural landscape preservation.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with cultural landscape preservation awards, research grants, research fellowships, or invitations to teaching posts associated with cultural landscape preservation.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Cultural Anthropology Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are Cultural Anthropologists. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

(A) CULTURAL ANTHROPOLOGIST

- ☐ The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Applied Cultural Anthropology, or a closely related field;

plus

- ☐ A minimum of two (2) years of full-time professional experience (including at least six months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or traditional cultural properties in the United States and its Territories;

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

OR

(B) CULTURAL ANTHROPOLOGIST

- ☐ An undergraduate degree in Anthropology or a closely related field (see Academic Background for Cultural Anthropology), with a specialization in Applied Cultural Anthropology;

plus

- ☐ A minimum of four (4) years of full-time professional experience (including at least twelve months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or traditional cultural properties in the United States and its Territories;

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

To meet the standards in this discipline you must be able to check all the boxes above. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (Archeology, Cultural Resources Management, Historical Archeology, Public Archeology, History, Public History, American Studies). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR CULTURAL ANTHROPOLOGIST

Closely related fields: A degree in Anthropology with a specialization in Applied Cultural Anthropology is the typical degree discipline for Cultural Anthropologists practicing in the United States. Closely related fields of study may include Sociology, Cultural Geography, Folklife, History, and American Studies.

Discipline specializations: Specializations in this discipline include Applied Cultural Anthropology, and Social Anthropology (which may be considered the most closely related to Cultural Anthropology; some academic programs even combine them, referring to Sociocultural Anthropology). Departments of Anthropology typically provide training in Archeology, Physical Anthropology, Ethnography, and Sociocultural Anthropology, and they may offer Applied Anthropology concentrations in one or more of these fields. Professional Cultural Anthropologists tend to specialize geographically (such as in the Southwest United States, Micronesia or New England) or topically (such as Medical Anthropology or Urban Anthropology), or in working with particular cultural or linguistic groups (such as fishermen, Irish immigrants, or Northwest Coast Indians).

APPLYING THE STANDARD FOR CULTURAL ANTHROPOLOGIST

Documenting Professional Experience: A professional Cultural Anthropologist typically has experience in the use of ethnohistoric and ethnographic techniques, including participant observation field work among one or more contemporary ethnic groups. The typical Cultural Anthropologist would also have performed field survey to identify and assess ethnographic resources, which can include, in addition to historic and cultural places of value, environmental features and places that have symbolic and other cultural value for Native American and/or other ethnic communities. A Cultural Anthropologist engaged in substantial ethnographic field work should demonstrate professional experience in the relevant geographic area and/or among the New World peoples, immigrant, ethnic, or minority communities with whom they will work.

Products and activities: Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- Ethnographic field studies and survey reports, oral histories, or social impact assessments.
- National Register documentation of ethnographic resources or traditional cultural properties resulting in property listings or Determinations of Eligibility.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops or exhibits related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the documentation and preservation of historic and archeological resources.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
History Professional Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role.

Below are the requirements for personnel who are historians. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

Alternative A

☐ MA/Phd in History

Or

☐ MA/Phd in CRF

(specify field)

and

☐ Two years full-time experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the US and its Territories

and

☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

(specify)

Alternative B

☐ BA in History

Or

☐ BA in CRF

(specify field)

and

☐ Four years full-time experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the U: and its Territories

and

☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

(specify)

To meet the standards in this discipline you must be able to check either a big box or a big circle, and check all the smaller boxes under that alternative. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (such as History, American History, or Public History or American Studies, American Civilization, Historical or Cultural Geography, Anthropology, Ethnohistory and Historic Preservation.). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR HISTORIAN

Closely related fields: For this Standard, the professional degree is typically awarded in History, American History, or Public History. Relevant training can be obtained in programs of American Studies, American Civilization, Historical or Cultural Geography, Anthropology, Ethnohistory, and Historic Preservation, providing that course work is offered in historical research methods and techniques. Education in the social and cultural history of countries other than North America may be relevant when dealing with the histories of immigrant, ethnic or minority groups in the United States.

Discipline specializations: Professional Historians tend to concentrate their education and experience in one of the many chronological, regional, and topical specializations within American History (such as colonial history, southern history, community history, women's history, military history, history of technology, or industrial history).

APPLYING THE STANDARD FOR HISTORIAN

Documenting Professional Experience: A professional Historian has experience in archival and primary documents research, evaluating and synthesizing this information, and preparation of scholarly narrative histories. Historic research experience in countries other than North America may be relevant when researching the histories of immigrant, ethnic or minority groups in the United States of America.

Products and activities: Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Survey reports assessing the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to documenting and evaluating the significance of historic properties.
- Presentations at regional, national or international professional conferences, symposia, workshops, or exhibits related to documenting and evaluating historic properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and evaluating the significance of historic properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Historic Preservation Qualifications

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role. Below are the requirements for personnel who are Historic Preservationists. In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.

(A). HP PLANNER

- ☐ The applicant, employee, consultant, or advisor will have a graduate degree in Historic Preservation or a closely related field of study;

plus

- ☐ A minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories;

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

OR

(B) HP PLANNER

- ☐ An undergraduate degree in Historic Preservation or a closely related field of study;

plus

- ☐ A minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories;

and

- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

OR

To meet the standards in this discipline you must be able to check all the boxes above. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (Archeology, Cultural Resources Management, Historical Archeology, Public Archeology, History, Public History, American Studies). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR HISTORIC PRESERVATIONIST

Closely related fields: Various fields of study may be considered closely related to Historic Preservation, such as American Studies, Architecture, Architectural History, Archeology, History, and Historical or Cultural Geography, provided that such programs of study include course work in the history of the designed environment, history and theory of preservation, historic preservation methods, techniques, and legislation (Federal, State and local), plus a formal supervised practicum or internship for hands-on application of knowledge and technical skills in the field.

Discipline specializations: While most Historic Preservationists tend to be generalists, many specialize in such areas as Architectural, Landscape, and Community Design, Historic Building Technology, Preservation Economics, Preservation Law, Historic Preservation Planning, and Site Interpretation and Management.

APPLYING THE STANDARD FOR HISTORIC PRESERVATIONIST

Documenting Professional Experience: A professional Historic Preservationist typically has experience that demonstrates a well-grounded understanding of the principles, practices, laws and regulations, and diverse resources of historic preservation.

Products and activities: Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation of historic or archeological resources.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Survey reports assessing the significance of historic properties.
- Historic Structure Reports.
- Adaptive reuse plans or feasibility studies that make recommendations for preserving historic properties.
- Written opinions that have been accepted that assess the impact that an undertaking will have on historic or archeological properties.
- Historic District Ordinances that have been adopted by a local government.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to historic preservation.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to historic preservation.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with historic preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

**Professional Qualifications (36 CFR Part 61) CERTIFICATION
Historic Preservation Planning Qualifications**

NAME: _____

PROJECT ROLE: _____

The New Mexico Historic Preservation Division's grant programs (Historic Preservation Grants and Grants to Certified Local Governments) are funded by the Historic Preservation Fund, federal funds administered through the United States Department of the Interior, National Park Service. With the use of federal funds, key personnel involved in grant projects must meet the requirements outlined in the Secretary of the Interior's Professional Qualifications Standards for their role. Please complete the appropriate qualifications sheet for each personnel based on their project role. Below are the requirements for personnel who are Historic Preservation Planners. **In addition to completing the form below for any commission member or staff who meets the requirements for this profession, please attach a resume for this individual.**

(A). HP PLANNER

- ☐ The applicant, employee, consultant, or advisor will have a State Government-recognized certification or license in Land-use Planning;
- plus
- ☐ A minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories;
- and
- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.
- OR

(B) HP PLANNER

- ☐ A graduate degree in Planning with demonstrable course work in Historic Preservation, or a graduate degree in a closely related field of study with demonstrable course work in Historic Preservation
- plus
- ☐ A minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories;
- and
- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.
- OR

(C) HP PLANNER

- ☐ An undergraduate degree in Planning with demonstrable course work in Historic Preservation or an undergraduate degree in a closely related field of study with demonstrable course work in Historic Preservation;
- plus
- ☐ A minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories;
- and
- ☐ Products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.

To meet the standards in this discipline you must be able to check all the boxes above. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (Archeology, Cultural Resources Management, Historical Archeology, Public Archeology, History, Public History, American Studies). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMIC BACKGROUND FOR HISTORIC PRESERVATION PLANNER

Closely related fields: Professional Historic Preservation Planners typically receive their education through academic Planning programs, although increasingly Historic Preservation programs are offering Historic Preservation Planning as a concentration in which degrees are awarded. Other fields that may be closely related, provided that training relevant to Historic Preservation Planning is obtained, include Historical or Cultural Geography, Architecture, Urban Design, and Historic Preservation.

Discipline specializations: Historic Preservation Planning is a specialization within the broader discipline of Planning. Other specializations include Urban, City, Town, or Community Planning; Regional Planning; Land Use Planning; Environmental Planning; Recreation Planning; Transportation Planning; and Housing Planning.

APPLYING THE STANDARD FOR HISTORIC PRESERVATION PLANNER

Documenting Professional Experience: In order to receive a license or be registered or certified as a professional Planner, an individual typically must pass a written exam and have completed a specified number of years of experience. A professional Historic Preservation Planner typically has gained experience in data collection and analysis; survey and evaluation of existing conditions; consultation with elected and appointed officials and the general public; identification of alternative strategies; enforcement or administration of relevant statutes and regulations; and the preparation of planning documents.

Products and activities: Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- Preservation plans adopted by government officials; and/or results of preservation planning studies incorporated into the local comprehensive or master plan.
- Ordinances for the protection of historic and/or archeological resources.
- Economic Feasibility Studies that make recommendations for preserving historic or archeological properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to preservation planning.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to preservation planning.
- Professional service on boards of committees or regional, national, or international professional organizations concerned with preservation planning.
- Planning awards received from local, regional, national, or international professional organizations.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization