DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

REQUEST FOR PROPOSALS (RFP)

Cultural Resource Consulting Services for El Camino Real de Tierra Adentro World Heritage Site Nomination and Other Projects

RFP# 27 505 2000 50400

RFP Release Date: Friday, May 8, 2026

Proposal Due Date: Friday, June 5, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

REQUEST FOR PROPOSALS
ISSUED BY THE
NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS FOR
CULTURAL RESOURCE CONSULTING SERVICES FOR EL CAMINO REAL DE TIERRA ADENTRO WORLD HERITAGE SITE NOMINATION AND OTHER PROJECTS

A. Purpose

The New Mexico Department of Cultural Affairs ("Department") is seeking cultural resources consulting services for the timely completion of World Heritage nomination projects, including research and preparation of materials in support of a nomination dossier to add the U.S. trail sections of El Camino Real de Tierra Adentro to the World Heritage List. During and after this project, the Historic Preservation Division may seek additional support for separate cultural resources projects including historic register nominations, historic preservation studies, GIS/mapping and cultural resources training.

B. Background

The Department of Cultural Affairs is comprised of museums, historic sites, the state library, the state historic preservation division and research and museum programs across the state of New Mexico, as well as the state archaeological repository. The State of New Mexico Legislature in 2026 allocated funding to the department "to nominate El Camino Real de Tierra Adentro as a world heritage site." The designation of El Camino Real de Tierra Adentro as a World Heritage site in the U.S. would bring greater international recognition of the richness of New Mexico's culture, and an even deeper appreciation of the heritage we share with the rest of humanity. It would also strengthen the already strong cultural, political, and economic ties among the U.S., Mexico, and Spain, and stimulate economic development through community tourism and historic preservation.

Camino Real de Tierra Adentro refers to a transportation route that ran between Mexico City and Ohkay Owingeh Pueblo, reaching its fullest expression during the Spanish Colonial period. Select properties on the trail between Mexico City and the southern border of the U.S. are already inscribed to the World Heritage List, under the name "Camino Real de Tierra Adentro." The inscription of select properties on the rest of the route—that is, the section that falls within the borders of the U.S.—would be an addition to the existing inscription, spatially augmenting the existing World Heritage Site and making it a multinational, rather than a national, inscription. It is noted that this nomination process will proceed in coordination with Mexico's addition to select properties in the State of Chihuahua that were not initially considered when sites were inscribed in 2010. Background information on the Mexico portion of the trail can be found here: https://whc.unesco.org/en/list/1351/ El Camino Real de Tierra Adentro in Mexico was listed in the World Heritage List in 2010. The nomination summary is here:

https://whc.unesco.org/uploads/nominations/1351.pdf

C. Scope of Procurement

This RFP will result in a multiple source award through which contracts may be awarded to one or more firms in one or more of the practice areas listed in the Scope of Work. Each firm's proposal shall include evidence of its experience and expertise in the relevant/proposed practice area or areas. Costs are not required to be submitted in the RFP response. Any proposal submitted in response to this Request for Proposals (RFP) is valid for one year from the date of receipt of proposal as specified in Section H, Contact Person and Due Dates, below.

The Department may enter into multiple Professional Services Agreements (PSAs) with successful Offerors who demonstrate expertise and experience with National Register of Historic Places or World Heritage Nominations. On an "as-needed" basis, successful Offeror(s) shall develop and submit for approval by the Department a written proposed timetable and a budget to perform the work specified by the Task Order. The Department's written approval and purchase order shall signify authorization to commence work on that Task Order. The successful Offeror(s) shall furnish/cover all labor, materials, facilities, services, equipment, travel, taxes and administration necessary to successfully perform the task(s) requested by the Task Order issued for a particular project.

Not all Task Orders will include all phases of the work or all elements of each phase of the work outlined below; instead, for each Task Order, the Department will define the work to be done, which may include some or all of the items covered in the Scope of Work. Thus, while some successful Offeror(s) may provide a wide variety of services, other successful Offeror(s) may provide more limited types of services. Price shall be determined on a project-by-project basis through formal negotiations related to each Task Order. Moreover, the frequency and complexity of Task Orders that any successful Offeror may be asked to complete shall be within the Department's sole discretion.

While the Department anticipates the need to assign several Task Orders, the Department cannot and does not predict or guarantee the number or frequency of Task Order assignments that the successful Offeror(s) may be asked to complete.

D. Scope of Work

The primary initial focus of this RFP is El Camino Real project. However, task orders can also be issued for additional related, or unrelated cultural resources projects including register nominations, studies, reports, training, etc.

For El Camino project, selected contractor(s) will facilitate the timely completion of World Heritage Nomination projects. The purpose of these projects is to prepare a Nomination Dossier for the U.S. properties meeting Outstanding Universal Value (UVE) criteria along El Camino Real de Tierra Adentro in the World Heritage List. Operational Guidelines for the Implementation of the World Heritage Convention may be found online at: https://whc.unesco.org/document/222376. Other important information is contained at

the back of this document in Appendix E: BACKGROUND INFO ON WORLD HERITAGE NOMINATION PROCESS.

The department intends to award contract(s) and issue task orders to begin work during the summer of 2026. Although completion of the nomination process may cross fiscal and calendar years, the department plans to work closely with contractors to expedite the nomination process to the extent possible.

The projects include:

1. Project Management
2. Preliminary research and literature review
3. Property identification and coordination with property owners
4. Coordination with stakeholders
5. Addition of site to the U.S. Tentative List
6. Development of an Upstream Process in coordination with the World Heritage Center
7. Preparation of a draft Nomination Dossier
8. Preparation of the Nomination Dossier

Task orders will include, but are not limited to:

1. **Project Management.** Contractor will meet with the agency project team ("APT") at the start of the planning process to review project timetable and the schedule of deliverables. Contractor will complete regular monthly progress reports during work on the projects below during the development process of the following projects

2. **Preliminary research and literature review.** Identify and review existing information and data relating to El Camino Real de Tierra Adentro that today falls within the borders of the U.S. Some of this information has been collated and synthesized and includes existing National Register of Historic Places/State Register of Cultural Properties nominations of trail sections. Working with APT, begin to define the outstanding universal value ("OUV") that is, its relevance and contribution to the shared heritage of all people—of the site to be nominated, and to begin to identify the specific properties that most effectively manifest this OUV. Because sections of El Camino Real de Tierra Adentro that fall within Mexico for the most part have already been inscribed to the World Heritage List, there is an existing and proven framework for demonstrating the route's OUV. Preparation of the dossier should follow the Mexican format already established, unless variation is agreed upon between the APT and contractor.

3. **Identify key stakeholders.** Review research, literature and previous meeting attendee information. Identify key stakeholders and establish regular meetings

with stakeholders to review and plan draft Nomination Dossier. Review schedule with APT. Key Stakeholders include members of the Task Force Team. Travel to Mexico may be necessary to review research and meet with stakeholders there and stakeholders residing in Mexico may also request travel to the U.S.

4. **Property identification and coordination with property managers and property owners.** Review preliminary identification of proposed properties for inclusion and determine which properties best represent the OUV of El Camino Real de Tierra Adentro and working with the APT obtain property owner approval. In collaboration with the managers and property owners of those properties, and the APT, begin to determine the conditions under which they will be managed to ensure their conservation. Its successful completion will involve the determination of the properties' physical boundaries (including buffer zones), and coordination with managers and property owners to plan management practices that will protect the properties while maintaining their availability for important current uses.

5. **Addition of the site to the U.S. Tentative List.** Work with APT and the U.S. Department of the Interior/U.S. Secretary of State to add El Camino Real de Tierra Adentro to the U.S. Tentative List. Before it is nominated to the World Heritage List, a potential World Heritage Site must be included on the Tentative List of the nominating State Party for at least one year. A draft Tentative list has been prepared but will need to be revised based on the OUV research and the wishes of the property owners to be included in the nomination.

   The application for Tentative List will need to mirror the information that is required in the Nomination Dossier. Contractor must have draft maps, property owners' approval, stakeholder support, and supporting documentation to establish the route's OUV.

6. **Upstream Process.** Prior to the preparation of a nomination dossier, the voluntary "Upstream Process" is aimed at reducing the number of nominations that experience significant problems during the evaluation process. The Upstream Process enables the Advisory Bodies (ICOMOS and ICCROM) and the World Heritage Centre to provide guidance and capacity-building directly to States Parties and throughout the process leading up to a possible World Heritage nomination. The Upstream Process should be undertaken from the earliest stage in the nomination process, at the moment of the preparation or revision of the State Parties Tentative List. The Upstream Process is desk-based but could involve a site visit and/or holding a workshop.

a) **Preparation of draft Nomination Dossier.** The objective of this task is to develop a document containing essential information about the site and its pertinence to the World Heritage Program. This document can be shared with cooperating entities with the aim of allowing these entities to provide constructive feedback on

the nomination under development and it will serve as the basis for the complete nomination dossier.

This document will be structured like the complete nomination dossier itself, but the complete dossier will include more context and final details on the more complex elements of the site's history, state of conservation, protection and management, and monitoring.

7. **Preparation of the Nomination Dossier.** Develop and submit the nomination dossier following the *Operational Guidelines for Implementation of the World Heritage Convention*. The Nomination Dossier will include noncontiguous properties including buildings and trail sections.

   The preparation of the nomination dossier includes the following steps.

   a) Identification: Clearly define the boundaries of the nominated property and any buffer zones.

   b) Description: Provide a detailed description of the site, including its history, development, and significant features.

   c) Justification for Inscription: Explain why the site is considered to have OUV, referencing the criteria under which it is proposed.

   d) State of Conservation: Include information on the site's current condition and factors affecting it.

   e) Protection and Management: Detail the legal, regulatory, and management measures in place to safeguard the site.

   f) Monitoring: Specify indicators for assessing the site's state of conservation.

   g) Documentation: Provide supporting materials such as maps, photographs, and relevant legal texts.

   h) Draft Submission: Submit a draft nomination dossier to the Secretariat for review and comments

   i) Final Submission: Submit the complete nomination dossier to meet the time requirements for desired Committee examination. Ensure the dossier meets all requirements outlined in the Operational Guidelines.

E. Compensation

The actual amount available for contracts resulting from this RFP is unknown. This is a Multiple Source Award RFP. Award as a result of this RFP does not guarantee any work

being ordered under a resultant contract. On a project-by-project, “as needed” basis, the Department will negotiate a fee determined to be fair and reasonable for the scope of work (Task Order(s)) for each project. All approvals of reimbursement requests shall be based on Contractor completing milestones identified in the Task Order, as determined by the Department.

F. Procurement Manager

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

Name: Greg Geisler Procurement Manager
Telephone: (505) 470-9056
Email: Greg.geisler@dca.nm.gov

1. Any inquiries or requests regarding this procurement should be submitted electronically 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 agency.

2. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section S. 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.

G. Proposal Delivery

All proposals must be submitted electronically to greg.geisler@dca.nm.gov
with the subject line: RFP# 27 505 2000 50400 **Proposal.**

The deadline for submission of proposals is Friday, June 5, 2026 at 6 p.m. Mountain Standard Time.

H. Definitions of Terminology

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

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

2. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the

Uniform Trade Secrets Act, NMSA 1978, Sections 57-3-A-1 through 57-3A-7. See also 1.4.1.45 NMAC. The following items may **not** be labelled as confidential: Offeror's submitted 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.

3. "**Contract**" means any agreement for the procurement of items of tangible personal property, services, or construction.

4. "**Contractor**" means any business having a contract with a state agency or local public body.

5. "**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.

6. "**Desirable**" – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

7. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

8. "**Electronic Version/Copy**" means a digital form consisting of text, images, or both readable on computers or other electronic devices.

9. "**Evaluation Committee/Team**" means a body appointed to perform the evaluation of Offerors' proposals.

10. "**Evaluation Committee/Team 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.

11. "**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.

12. "**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.

13. "**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.

14. "**Minor Irregularities**" are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity.

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

16. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

17. "**Procurement Manager**" means any person or designee authorized by a state agency or local public body to enter or administer contracts and make written determinations with respect thereto.

18. "**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.

19. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by NMSA 1978, Sections 57-3A-1 to 57-3A-7, and 1.4.1.45 NMAC and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

20. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

21. "**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.

22. "**Responsive Offer**" or means an offer that 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.

23. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

24. "**State (the State)**" means the State of New Mexico.

25. "**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 the State of New Mexico.

26. "**Agency**" or "**Department**" means the New Mexico Department of Cultural Affairs (DCA).

27. "**State Purchasing Agent**" means the Director of the Purchasing Division of the General Services Department.

28. "**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.)

29. "**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.

30. "**Written**" means printed on standard 8 ½ x 11 inch paper, in hard copy or electronic format. Larger paper is permissible for charts, spreadsheets, etc.

I. General Conditions Governing the Procurement

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in their submitted Letter of Transmittal (see Appendix A). The Letter of Transmittal form also provides key information about the respondent.

Submission of a Proposal constitutes acceptance of the Evaluation Factors (Proposal Evaluation) contained in this RFP.

2. Incurring Cost

Any cost incurred by the Offerors in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP 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 the Department which may derive from this RFP. Payment(s) pursuant to a contractual agreement entered into as a result of this RFP will be made only to 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.

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. Department 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 and 1.4.1.36 NMAC.

7. **Proposal Offer Firm**
   Responses to this RFP, including proposal prices for services, will be considered firm for 365 days after the due date for receipt of proposals.

8. **Disclosure of Proposal Contents**
   The contents of all submitted proposals will be kept confidential until the final award has been completed by the Department. 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, NMSA 1978, Sections 57-3A-1 through 57-3A-7.

   b. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the 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 Department 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, including the Department, 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 Department 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 Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The Department 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 the Department and a Contractor will follow the format specified by the Department and contain the terms and conditions set forth in the draft contract (Appendix C). However, the Department 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 or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Department 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 Department (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 despite the above, the Offeror must propose specific alternative language. The Department 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 Department 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 Department.

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 Department 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 NMSA 1978, Sections 13-1-83 and § 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined above. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all 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 Department reserves the right to require a change in Contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Department, adequately meeting the needs of the Department.

21. Notice of Penalties

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-1998, 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 Department, 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 Department written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or 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 Department.

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 Department.

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 Department'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.

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 Department, the Offeror acknowledges that the version maintained by the Department shall govern.

28. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX A), which must be signed by the individual authorized to contractually obligate the company, identified in #2 below.

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 known subcontractor/s 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 sub- contractor 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, (b) the organizations acceptance of the Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

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

29. New Mexico Employees Health Coverage

a. If the Offeror has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-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 (1) accepted health insurance; (2) decline health insurance due to other health insurance coverage already in place; or (3) 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.

30. 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 of 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.

31. New Mexico/Native American Resident Preferences

If eligibility proof is provided, respondents will receive points all allowed by New Mexico preference laws. Only one bonus will be awarded.

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.

32. Disclosure Regarding Responsibility

Any prospective Contractor and any of its Principals who enter into a contract greater than $60,000.00 with any State Agency, including the Department, 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;

(5) 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 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.

J. PROCUREMENT LIBRARY

A procurement library has been established at www.nmculture.org/rfp

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 including the RFP, Questions & Answers, RFP Amendments, etc.

K. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP	Department	May 8, 2026
2. Acknowledgement of Receipt Form(Appendix D)	Potential Offerors	May 15, 2026
3. Pre-Proposal Conference (on-line)	Department	May 22, 2026 3:00 p.m. Mountain Standard Time, Microsoft Teams
4. Deadline to submit Written Questions	Potential Offerors	May 27, 2026
5. Response to Written Questions	Procurement Manager	May 29, 2026
6. Submission of Proposal	***Potential Offerors***	**June 5, 2026**
7. Proposal Evaluation	Evaluation Committee	June 9, 2026
8. Selection of Finalists	Evaluation Committee	June 12, 2026
9. Finalize Contractual Agreements	Agency/Finalist Offerors	June 26, 2026
10. Contract Awards	Agency/ Finalist Offerors	July 10, 2026
11. Protest Deadline	Department	15 days after the contract award

*Dates indicated in Events 6 through 10 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

Acknowledgement of Receipt Form.

Potential Offerors should e-mail the Acknowledgement of Receipt Form (APPENDIX D), to the Department of Cultural Affairs at greg.geisler@dca.nm.gov to have their organization placed on the procurement Distribution List. The form must be returned to the Department by 5:00 pm MST/ MDT on May 15, 2026.

Pre-Proposal Conference

A pre-proposal conference is tentatively scheduled for May 22, 2026 subject to change based on the availability of department staff and the interest in potential responders in such a meeting. The meeting will be on-line, with interested parties that submitted an Acknowledgement of Receipt being invited.

Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT on May 27, 2026. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question. All questions must be submitted to greg.geisler@dca.nm.gov Written responses to the written questions will be provided by May 29, 2026 via e-mail and posted on http://www.nmculture.org/rfp

L. Proposal Due Date

Offerors shall submit all proposals electronically as a PDF document to Greg Geisler via e-mail or other electronic file sharing service at greg.geisler@dca.nm.gov on or before **June 5, 2026,** no later than 6 p.m. MST. Proposals must be submitted in the format specified above in Proposal Format and Contents. The Offeror is responsible for confirming receipt of the proposal with the Contact Person by the proposal due date. The Department shall not accept proposals received after this date and shall make absolutely no exceptions for proposals not received at the above location by the appointed time.

M. Proposal Format and Contents

Proposals must contain sufficient information to provide the Department with a thorough description of Offeror's qualifications to accomplish some or all of the activities described in the Scope of Work. **Offerors shall submit only one proposal in response to this RFP.**

All proposals shall be a PDF document formatted with 8.5" x 11" page layouts, no more than 75 pages in length (not including the letter of transmittal and attachments), single-spaced, 10-point type (or larger). **The proposal MUST contain, at a minimum, all listed items in the sequence indicated below and be organized in the following format**:

Proposal Content and Organization

1. Table of Contents
2. Cover Letter
3. Signed Letter of Transmittal Form (see Appendix A)
4. Response to Mandatory Specifications
   a. Organizational Experience
   b. Work Quality
   c. Staff Qualifications
5. Campaign Contribution Form (see Appendix B)
6. New Mexico Resident or Native American Residence Preference (optional)

N. Response to Mandatory Specifications:

a. **Organizational experience**

Offeror **must**:

1. provide a detailed description of relevant cultural resources consulting 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 services.

2. Identify key project team members and their specific roles, experience, and background. Demonstrate or indicate project team organization and working relationships.

b. Work Quality

Description of at least three previous projects that indicate the expertise, quality, and performance of the Offeror and all proposed subcontractors in cultural resources and related consultation work. Demonstrate that the firm has the ability to meet schedules and budgets, as well as program goals.

c. Staff Qualifications

Names and qualifications of key personnel to be assigned to the work, including a brief bio, Curriculum Vita, resumes, permits, licenses, certificates and awards that qualify Offeror for this work, as well as any subcontractor, or firm the Offeror may use to complete assigned tasks.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Proposals will also be evaluated on general organization and readability (see evaluation criteria, below).

O. Proposal Evaluation

The Evaluation Team shall use the following criteria in the evaluation of proposals and in the selection of the successful Offeror.

Criteria	**Points Available**
Organizational Experience This criterion considers factors in the Offeror's overall experience in supplying cultural resources management services and related services similar to those outlined in the Scope of Work. It also considers the capabilities of the Offeror for carrying out all	**30 points**

Criteria	Points Available
phases of the contract work. Evaluation standards: • description of overall organizational experience, including years in business, and breadth and scope of cultural resources and related project types;	
Work Quality This criterion considers the Offeror's experience and execution of similar work and must be demonstrated with at least three examples of past performance. This criterion will be evaluated based on: • at least three examples of past performance similar to scope of work in this RFP; and • the degree to which examples demonstrate quality and performance	**30 points**
Staff Qualifications Demonstrate relevant education, experience, knowledge, and skills of key staff. This criterion considers the education, experience, knowledge, and skills of the Offeror's management staff and other personnel assigned or supporting the contract, including subcontractors.	**30 points**
Organization and Quality of RFP Response This criterion considers the quality of the Offeror's response to this RFP. Evaluation criteria will include: • Proposal organization and ease of understanding • Spelling • Completeness • Adherence to page limit	**10 points**
Signed Letter of Transmittal	**Pass/Fail**
Signed Campaign Contribution Form	**Pass/Fail**

Criteria	Points Available
Total points	**100**
Add either New Mexico or Native American Resident Preference, if applicable up to 8 points to total or add up to 10 points to total for New Mexico/Native American Resident Veteran preference. Only one bonus will be received.	

Evaluation Process

The evaluation process will follow the steps listed below:

1. The Evaluation Team will document contents of competitive sealed proposals after the submittal deadline.

2. The Evaluation Team will review proposals for compliance with the mandatory requirements stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration.

3. The Contact Person may contact Offerors for clarification of the proposal.

4. The Evaluation Team will evaluate responsive proposals based on the criteria in Section E and will select responsive Offeror(s) with the highest total scores as finalist Offeror(s). The Evaluation Team will consult with listed references and select the finalist Offeror(s) whose proposal and references is/are most advantageous to the department for award. Please note, however, that a deficiency in any one factor may be grounds for rejection regardless of overall score.

P Contract Award and Duration

The department may award multiple contracts under the terms of the attached draft PSA (Appendix C) and in accordance with this RFP. Any PSA awarded as a result of this RFP shall not be binding until approved by the State of New Mexico, General Services Department (GSD), Contracts Review Bureau. **The contract period shall extend from the date of contract approval by the Contracts Review Bureau, and shall last no longer than four years, including amendments.**

Q. Protest Period

Pursuant to NMSA 1978, Section 13-1-172 and applicable procurement regulations, Offerors who are not selected have the right to timely protest the procurement. Protests must be written and must include: the name and address of the protestor and the name of the procurement being protested; a statement of the grounds for protest including appropriate supporting exhibits; and the ruling requested from department. The protest period begins on the day after notice of selection/non-selection and ends at 5 p.m. 15 days later. Protests must be delivered to: Melissa Catanach, DCA ASD, 407 Galisteo Street, Suite 264, Santa Fe, NM, 87501.

R. Notices

1. Award of agreements is contingent upon sufficient appropriations and authorization being made by the State of New Mexico.
2. The money made available to support any PSA entered into as a result of this RFP must cover Gross Receipts Taxes as a component of the total PSA amount.
3. The Department may cancel this RFP and reject any and all proposals when it is in the State of New Mexico's best interests.
4. The Department may conduct discussions with Offerors who submit proposals, but may also accept proposals without such discussions.
5. The New Mexico Procurement Code, NMSA 1978, Sections 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 bribes, gratuities, and kickbacks.

APPENDIX A: 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# 27 505 2000 50400

Cultural Resource Consulting Services for El Camino Real de Tierra Adentro World Heritage Site Nomination and Other Projects

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

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

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 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 or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor. Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	Governor _____

Contribution(s) Date(s)	**Contribution Amount(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

STATE OF NEW MEXICO,
NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS
PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Department of Cultural Affairs (Agency) and (insert Contractor Name) (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:

(Complete Task Order to be inserted here.)

2. Compensation.
A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon the deliverables and budget as set forth in the Task Order, such compensation not to exceed (TOTAL AMOUNT), including New Mexico Gross Receipts Tax and travel, if any. **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.

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: _____ Date:_____
Agency

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

By: _____ Date:_____
Agency's Chief Financial Officer

By: _____ Date:_____
Contractor

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.

ID Number: **00-000000-00-0**

By: _____ Date:_____
Taxation and Revenue Department

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

By: _____ Date:_____
GSD/SPD Contracts Review Bureau

APPENDIX D: ACKNOWLEDGEMENT OF RECEIPT FORM

RFP# 27 505 2000 50400
Cultural Resource Consulting Services for El Camino Real de Tierra Adentro World Heritage Site Nomination and Other Projects

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: Greg Geisler
E-mail: Greg.geisler@dca.nm.gov
Subject Line: Cultural Resource Consulting Services for El Camino Real de Tierra Adentro World Heritage Site Nomination and Other Projects

APPENDIX E: BACKGROUND INFO ON WORLD HERITAGE NOMINATION PROCESS

PART I: Definitions

Part II: El Camino Real Tierra de Adentro Sites Listed in the National Register of Historic Places and the State Register of Cultural Properties

PART III: Contents of the Nomination Dossier

PART 1: DEFINITIONS

ADVISORY BODIES – means the organizations of ICOMOS, ICCROM, IUCN
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, Michelle Ensey.
AGENCY PROJECT TEAM or "APT" - means staff of the Historic Preservation Division and other staff of the AGENCY - selected to review project deliverables/project coordination. The Agency Project Team may also periodically include stakeholders.
BUSINESS OWNER - means the Agency executive responsible for the project, Michelle Ensey, Director.
COMMERCIAL USE – the sale of goods or services bearing the name, acronym, logo and/or internet domain name of UNESCO combined with the World Heritage Emblem chiefly for profit shall be regarded as "commercial use'.
COMMITTEE – means World Heritage Committee.
CONSERVATION – means efforts designed to understand cultural heritage, know its history and meaning, ensure its material safeguard and as required, its presentation, restoration, and enhancement.
CONSULTANT – means the contracted firm responsible for conducting the activities in this contract.
CONTRACTOR – means the contracted firm responsible for conducting the activities in this contract.
CPRC – the New Mexico Cultural Properties Review Committee or CPRC is the gubernatorial-appointed nine-member board of the State of New Mexico responsible for the management of cultural properties.
CULTURAL HERITAGE – means monuments, groups of buildings or sites. Monuments are architectural works, works of monumental sculpture and painting, elements or structures of an archaeological nature, inscriptions, cave dwellings and combinations of features, which are of Outstanding Universal Value from the point of view of history, art or science. Groups of buildings are groups of separate or connected buildings which, because of their architecture, their homogeneity or their place in this landscape, are of Outstanding Universal value from the point of view of history, art or science. Sites are works of man or the combined works of nature and of man, and areas including archaeological sites which are of Outstanding Universal Value from the historical aesthetic, ethnological or anthropological points of view.
CULTURAL LANDSCAPES – means cultural properties that represent the combined works of nature and of man. They are illustrative of the evolution of human society and settlement over time, under the influence of the physical constraints and/or opportunities presented by their natural environment and of successive social, economic and cultural forces, both external and internal.
CAMINO REAL de TIERRA ADENTRO or "CRTA" – means El Camino Real de Tierra Adentro, or the Royal Road of the Interior Land, a 1,600-mile historic trail linking Mexico City, Mexico to San Juan Pueblo (Ohkay Owingeh), New Mexico.
ICCROM – means International Centre for the study of the Preservation and Restoration of Cultural Property. ICCROM is a Rome-based intergovernmental organization dedicated to preserving cultural heritage worldwide.

ICOMOS – means the International Council on Monuments and Sites. ICOMOS is a global, non-governmental organization dedicated to the conservation and protection of cultural heritage places, including monuments, buildings, and sites.
IUCN – means the International Union for Conservation of Nature and Natural Resources. The union comprises government and civil society organizations dedicated to nature conservation, sustainable nature resource use, and ecological sustainability.
NATURAL HERITAGE – means natural features, geological and physiographical formations, and natural sites. Natural features consist of physical and biological formations or groups of such formations, which are of Outstanding Universal Value from the aesthetic or scientific point of view. Geological and physiographical formations are precisely delineated areas which constitute the habitat of threatened species of animals and plants of Outstanding Universal Value from the point of view of science and conservation. Natural Sites are precisely delineated natural areas of Outstanding Universal value from the point of view of science, conservation or natural beauty.
NOMINATION DOSSIER – means the comprehensive, structured document that is submitted to UNESCO for inscribing sites on the UNESCO World Heritage List.
OPERATIONAL GUIDELINES – means the *Operational Guidelines for the Implementation of the World Heritage Convention* and aim to facilitate the implantation of the Convention concerning the World Cultural and Natural Heritage by establishing procedures for inscription of properties on the World Heritage List and the List of World Heritage in Danger. Operational Guidelines for the Implementation of the World Heritage Convention, may be found online, https://whc.unesco.org/document/222376
OUTSTANDING UNIVERSAL VALUE OR "OUV" – means cultural and/or natural significance which is so exceptional as to transcend national boundaries and to be of common importance for present and future generations of all humanity. At times of inscription into the World Heritage List, the Committee adopts a State of Outstanding Universal Value which will be the key reference for the future effective protection and management of the property. There is a list of ten criteria which may be found in the *Operational Guidelines for the Implementation of the World Heritage Convention*, found online, https://whc.unesco.org/document/222376 see item II.D. Criteria for the assessment of Outstanding Universal Value.
REACTIVE MONITORING – means the reporting by the Secretariat, other sectors of UNSECO and the Advisory Bodies to the Committee on the state of conservation of specific World Heritage properties that are under threat.
SECRETARIAT – the Secretariat of the World Heritage List is the UNESCO World Heritage Centre.
SITE - means the CRTA segments or locations.
STATE PARTY – means the states that are parties to the World Heritage Convention. The United States is a state party that has ratified the 1972 UNESCO World Heritage Convention, pledging to identify, nominate, protect, and manage heritage sites on its national territory.
SUB-CONTRACTOR or SUBCONTRACTOR – means the contracted firm responsible for a portion of this project's scope of work.
TENTATIVE LIST – means an inventory of those sites situated on its territory which each State Party considers suitable for nomination to the World Heritage List.
UNESCO – United Nations Educational, Scientific and Cultural Organization.
UNESCO WORLD HERITAGE CENTRE – established in 1992 and based in Paris, France, it functions as the focal point for all matters related to the Convention, managing the site nomination process, supporting the World Heritage Committee, and updating the World Heritage List.

US/ICOMOS – means the United States Committee of the International Council on Monuments and Sites and is a national committee of the international, non-governmental organization dedicated (ICOMOS) to the conservation of cultural heritage sites and buildings worldwide.
WORLD HERITAGE CONVENTION – means a 1972 UNESCO treaty that identifies and protects natural and cultural sites of "Outstanding Universal value." It encourages international cooperation to preserve humanity's shared heritage, with 194 state parties pledging to protect, manage, and conserve designated sites through a committee.
WORLD HERITAGE COMMITTEE OR "COMMITTEE"– means a 21-nation body within UNESCO that identifies, monitors, and protects cultural and natural sites of outstanding universal value.
WORLD HERITAGE LIST – or "UNESCO World Heritage List" means the list of protected places in the world. UNESCO published its first list in 1978 with 12 World Heritage Sites. As of July 2025, the list includes 1,248 designated properties worldwide. Properties are recognized for their outstanding universal value to humanity and categorized as cultural, natural, or mixed. Sites are protected for future generations under the 1972 World Heritage Convention, with over 190 counties participating.

Part II: El Camino Real Tierra de Adentro Sites Listed in the National Register of Historic Places and the State Register of Cultural Properties

National Register of Historic Places
Note that NPS has not posted the full scanned in NR nominations for most of the listed properties below as information about archaeological sites is confidential. The link, however, does show the NR information number and basic information about the listed property. Nominations are available from the New Mexico Historic Preservation Division.

Camino Real in New Mexico, AD 1598-1881, Multiple Property Documentation Form
https://npgallery.nps.gov/NRHP/AssetDetail/592b506d-9624-4888-ab68-c18b5559cd7d
NRIS: 64501104 - SR#: 1952

Camino Real – La Bajada Mesa Section
https://npgallery.nps.gov/NRHP/AssetDetail/cfa5d85f-1684-4910-b8ab-a423c4684951
NRIS: 11000168 - SR#: 1953

Camino Real – Canon de las Bocas Section
https://npgallery.nps.gov/NRHP/AssetDetail/7418be85-50d4-4f05-95d1-4b8b22d128db
NRIS: 11000170 - SR#: 1954

Camino Real – Alamitos Section
https://npgallery.nps.gov/NRHP/AssetDetail/d4e9a805-b38a-408d-8e50-88367ad9c71d
NRIS: 11000169 - SR#: 1955

Camino Real - Qualacu Pueblo
https://npgallery.nps.gov/NRHP/AssetDetail/aeca5157-c2b3-4000-8cc7-0d2d244424f9
NRIS: 11000173 - SR#: 1956

Camino Real – San Pascual Pueblo
https://npgallery.nps.gov/NRHP/AssetDetail/19d0d21b-36c0-47b0-8608-ba166f2e166f
NRIS: 11000164 - SR#: 1957

Camino Real – Jornada Lakes Section
https://npgallery.nps.gov/NRHP/AssetDetail/c4e49c39-2d8c-4094-95c0-0c45c9c82c4c
NRIS: 11000167 - SR#: 1958

Camino Real – Yost Draw Section
https://npgallery.nps.gov/NRHP/AssetDetail/a519e813-1b3d-452b-87ec-3aa2359139b3
NRIS: 11000163 - SR#: 1959

Camino Real- Point of Rocks Section
https://npgallery.nps.gov/NRHP/AssetDetail/77eaea4f-3fbf-4f89-ba3d-579c95bf4ca6
NRIS: 11000171 - SR#: 1960

Camino Real – Rincon Arroyo – Perrillo Section
https://npgallery.nps.gov/NRHP/AssetDetail/5cc9b665-8de5-4563-a675-faa054484e9b
NRIS: 11000172 - SR#: 1961

Camino Real – San Diego South Section
https://npgallery.nps.gov/NRHP/AssetDetail/330e14bd-e792-4e50-971c-a9a0639fc157
NRIS: 11000165 - SR#: 1962

Camino Real – San Diego North South Section
https://npgallery.nps.gov/NRHP/AssetDetail/94f408cc-2fe1-4c62-82a7-9fe853e9f4c0
NRIS: 11000166 - SR#: 1963

Camino Real – La Cieneguilla South Section
https://npgallery.nps.gov/NRHP/AssetDetail/359afdc9-ef56-4c9c-9c17-d33a8f518eeb
NRIS: 13000775 - SR#: 1992

Camino Real - El Rancho de las Golondrinas Section
https://npgallery.nps.gov/NRHP/AssetDetail/e414ad7c-81b6-428f-8de1-ab0e8e2df622
NRIS: 13000774 - SR#: 1993

State of New Mexico Register of Cultural Properties
Camino Real – Llano Quemado to Vadito
SR#: 174

Part III: Contents of the Nomination Dossier

These elements ensure the property is clearly defined and geographically located for evaluation and management purposes. Below are the requisite elements of the World Heritage List, Nomination Dossier.

Part 1 - Site Information

1. **Country and State Party**:
    - Name of the country submitting the nomination.
2. **State, Province, or Region**:
    - Administrative division where the property is located.
3. **Name of the Nominated Property**:
    - Official name of the property, concise and not exceeding 200 characters.
4. **Geographical Coordinates**:
    - Latitude and longitude coordinates to the nearest second or Universal Transverse Mercator (UTM) coordinates to the nearest 10 meters.
    - For serial properties, provide a table listing the name, region, and coordinates of each component part.
5. **Maps and Plans**:
    - Original copies of topographic or cadastral maps showing the property and buffer zones.
    - Maps should clearly mark the boundaries of the property and buffer zones, with appropriate scale, legend, and coordinate grid.
6. **Area of the Property**:
    - Total area of the nominated property in hectares.
    - Area of the buffer zone (if applicable).
7. **Description of Boundaries**:
    - Textual description of the property's boundaries and buffer zones.

Part 2 - Site Description

This detailed description ensures that the property's significance, context, and attributes are clearly communicated and understood. The required contents for the **Site Description** in a World Heritage nomination dossier include:

1. **Identification of the Nominated Property**:
    - Name of the property.
    - Geographical coordinates (latitude and longitude) to the nearest second.
    - Clear boundaries of the property and any buffer zones.
2. **Overview of the Site**:
    - General description of the property, including its main heritage features and attributes.
    - Relevant geographic characteristics.
3. **History and Development**:
    - Explanation of how the property has evolved over time.

- Significant historical events and changes that have shaped the property.

4. **Component Parts (for Serial Properties)**:
   - Description of each component part, if the property is a serial nomination.
   - Explanation of how each component contributes to the Outstanding Universal Value (OUV) of the property as a whole.
5. **Attributes of Outstanding Universal Value**:
   - Identification of the key attributes that convey the property's OUV.
   - Explanation of how these attributes are significant and contribute to the property's value.
6. **Cultural and/or Natural Features**:
   - For cultural properties: Details about buildings, structures, architectural styles, materials, and other cultural elements.
   - For natural properties: Information on physical attributes, geology, habitats, species, ecosystems, and ecological processes.
7. **Setting and Context**:
   - Description of the property's immediate and wider setting, including its relationship with the surrounding environment.
   - Explanation of how the setting supports the property's OUV.
8. **Maps and Visuals**:
   - Maps showing the property's boundaries, buffer zones, and significant features.
   - Photographs, diagrams, and other visuals to illustrate the property's key elements.

Part 3 - Justification for Inscription

These elements collectively justify why the property is of global significance and merits inscription on the World Heritage List. The required elements for the **Justification for Inscription** in a World Heritage nomination dossier include:

1. **Brief Synthesis**:
   - A summary of factual information and qualities of the property.
   - Explanation of the Outstanding Universal Value (OUV) and the attributes that convey it.
2. **Criteria Under Which Inscription is Proposed**:
   - Identification of the specific World Heritage criteria (i-x) under which the property is nominated. This nomination will cite criteria ii and iv, so as to follow the criteria used in Mexico's successful 2010 nomination,
   - Separate justification for each criterion, explaining how the property meets the criteria. Each of the two criteria cited will fold intangible elements (ex. religion, government, language, building traditions, food, agriculture, water management) into the justification.
   -
3. **Statement of Integrity**:
   - Demonstration that the property includes all elements necessary to express its OUV.
   - Confirmation that the property is of adequate size to ensure complete representation of its features and processes.
   - Explanation of how the property avoids adverse effects of development or neglect.

4. **Statement of Authenticity** (for properties nominated under criteria i-vi):
    - Explanation of how the property's cultural values are truthfully and credibly expressed through attributes such as form, design, materials, substance, traditions, techniques, location, setting, spirit, and feeling.
5. **Protection and Management Requirements**:
    - Overview of the legal, regulatory, and management frameworks in place to ensure the long-term safeguarding of the property's OUV.
    - Identification of specific long-term strategies to address vulnerabilities and threats.
6. **Comparative Analysis**:
    - Comparison of the property with similar properties, whether on the World Heritage List or not.
    - Explanation of the property's importance in its national and international context.
    - Justification of how the property stands out and fills gaps in the World Heritage List.
7. **Draft Statement of Outstanding Universal Value**:
    - A concise statement summarizing the property's OUV, criteria, integrity, authenticity, and protection/management requirements.

Part 4 - State of Conservation

This section provides baseline data and identifies threats to ensure the property's OUV is maintained over time. The required elements for the **State of Conservation** section in a World Heritage nomination dossier include:

1. **Present State of Conservation**:
    - Detailed information on the physical condition of the property.
    - Description of the state of conservation of the attributes that convey the Outstanding Universal Value (OUV).
    - Identification of any attributes that have been lost or compromised.
2. **Factors Affecting the Property**:
    - Identification of factors that may positively or negatively impact the property's OUV.
    - Description of the management response to address these factors.

Subcategories of Factors:

- **Development Pressures**:
    - Impacts from buildings, transportation infrastructure, utilities, biological resource use, or physical resource extraction.
- **Environmental Pressures and Natural Disasters**:
    - Impacts from local conditions, invasive species, pollution, climate change, or sudden ecological/geological events.
- **Visitation and Human Activities**:
    - Impacts from tourism, social/cultural uses, or other human activities (e.g., illegal activities, war).

3. **Indicators for Measuring State of Conservation**:
    - Key indicators to monitor the state of conservation of the property.
    - Periodicity of reviews and location where records are kept.
4. **Administrative Arrangements for Monitoring**:
    - Identification of the agency(ies) responsible for monitoring the property.

5. **Results of Previous Reporting Exercises**:
    - Summary of earlier reports on the state of conservation of the property.
    - References to published sources or compliance with international agreements.

Part 5 - Statement of Management

These elements ensure the property is effectively managed to maintain its Outstanding Universal Value over time. A **Statement of Management** in a World Heritage Nomination Dossier includes:

1. **Property Management Plan or Other Management System**:
    - Description of the management plan or system in place to protect and conserve the property.
    - Assurance of effective implementation of the plan or system.
    - Integration of sustainable development principles into the management system.
2. **Existing Plans Related to Municipality and Region**:
    - List of agreed plans (e.g., regional or local plans, conservation plans, tourism development plans) relevant to the property.
    - Summary of key provisions of these plans.
3. **Means of Implementing Protective Measures**:
    - Explanation of how legal, regulatory, contractual, planning, institutional, and/or traditional measures are applied to protect the property.
4. **Sources and Levels of Finance**:
    - Information on the sources and annual funding available for the property.
    - Assessment of adequacy of resources and identification of gaps or deficiencies.
5. **Sources of Expertise and Training**:
    - Details of expertise and training available for conservation and management techniques.
6. **Visitor Facilities and Infrastructure**:
    - Description of facilities available for visitors (e.g., interpretation, signage, trails, visitor centers, accommodation, parking).
    - Assessment of their adequacy in relation to protection and management needs.
7. **Policies and Programs for Presentation and Promotion**:
    - Information on policies and programs for presenting and promoting the property.
    - Steps taken to ensure effective transmission of its values to future generations.
8. **Staffing Levels and Expertise**:
    - Details of professional, technical, and maintenance staff available for managing the property.
    - Identification of future training needs.
9. **Engagement of Indigenous Peoples and Local Communities**:
    - Explanation of how indigenous peoples and local communities are represented and involved in the management process.
    - Demonstration of free, prior, and informed consent where applicable.
10. **Additional Key Questions and Issues**:
- Identification of any specific challenges or issues in the management of the property.
- Areas where advice or support may be required.

Part 6 - Indicators for monitoring

These indicators help track changes in the property's condition and guide management actions to maintain its OUV. The section of a nomination dossier describing **Monitoring Indicators** must include:

1. **Key Indicators:**
   - Indicators should represent important aspects of the property and relate closely to its Outstanding Universal Value (OUV).
   - They should be objective, measurable, and expressed in quantifiable terms (e.g., numeric values, percentages).
2. **Examples of Indicators:**
   - Cultural Properties:
     - Percentage of buildings requiring major repair in a historic town or district.
     - Stability or degree of movement in a particular building or element of a building.
   - Natural Properties:
     - Number of species or population trends of a keystone species.
     - Rate of encroachment or habitat loss within the property.
     - Environmental quality indicators (e.g., water or air quality).
3. **Periodicity of Review:**
   - The frequency of monitoring should be specified (e.g., annually, biannually).
   - Regular reviews ensure trends over time can be assessed.
4. **Location of Records:**
   - The location where monitoring records are kept should be identified (e.g., local management offices, national archives).
5. **Methods of Monitoring:**
   - Indicators can be measured through repeatable methods, such as:
     - Photographs taken from the same point over time.
     - Scientific surveys or environmental assessments.
     - Statistical benchmarks.

Part 7 - Documentation

This documentation ensures a comprehensive understanding of the property's condition and supports the development of effective management and conservation strategies.

The documentation required for the **Documentation** section in a World Heritage nomination dossier includes:

1. **Maps, photographs, and other visual materials:**
   - Relevant records of the site and its conservation.
2. **Scientific studies, surveys, or reports**
   - Scientific studies, surveys, or reports that provide evidence of the property's state of conservation.
3. **Any relevant legal or management**

- Any such documents related to conservation efforts.