



Susana Martinez
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

STATE OF NEW MEXICO, GRANTS MANUAL
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GRANTS FUNDED BY THE NATIONAL PARK SERVICE
HISTORIC PRESERVATION FUND

Certified Local Government Grants

&

Historic Preservation Grants



Administered by the
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INTRODUCTION

This Grants Manual is designed to provide information to entities that are interested in applying for and have received federal Historic Preservation Fund (HPF) grant assistance from the New Mexico Historic Preservation Division (NMHPD), a Division of the State of New Mexico, Department of Cultural Affairs (DCA).

The Federal Government considers the State of New Mexico to be the recipient of these funds, and therefore, the grantee. Grant awardees that receive these funds from the State of New Mexico are Subgrantees, and referred to as such throughout this manual. If awarded a grant, a Grant Agreement will be established wherein the Subgrantee becomes the "Contractor".

Subgrantees are responsible for abiding by:

- All of the requirements set forth in the grant Award Letter and Project Notification;
- The requirements and project specifications spelled out in the Grant Agreement;
- The General Grant Conditions, and Assurances Forms;
- The federal form "Certifications Regarding Debarment, Suspension and Other Responsibility Materials, Drug-Free Workplace Requirements, and Lobbying"
- State and federal procurement guidelines and accounting standards;
- Protective covenant or preservation agreement requirements (for Development projects only); and
- The instructions contained in this *New Mexico Grants Manual* and those outlined in the *2007 HPF Grants Manual* Published by the National Park Service.

Subgrantees are urged to review this information thoroughly to avoid any confusion later in the grant process.

While NMHPD strives to bring every project to a successful conclusion, it is the subgrantee that is ultimately responsible for the successful completion of the grant project. Failure to adhere to grant standards can result in the reduction or cancelation of the State's funding award.

This manual is designed around a step-by-step process (See Part II & Part III), which outlines the grant process from the time one considers an application to the completion of the project. Additional information and instructions are provided in the Appendices and Exhibits. The Grant Application Checklist (See Exhibits - A2) provides guidance for the required items for a complete Grant Application.

For additional information, please contact:

Karla K. McWilliams
CLG & Grants Coordinator
New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
505-827-4451
karla.mcwilliams@state.nm.us

PERFORMANCE MEASUREMENT STANDARDS

The performance of key project personnel, and the Subgrantee as a whole, will be assessed throughout the grant-assisted project and will affect eligibility for receipt of future grants. Performance factors include: on-time submission of progress reports; timely initiation of procurement paperwork; thoroughness of information submitted with progress reports, reimbursement invoices, match documentation and procurement documents; proper acknowledgment of the funding source(s); overall quality of work; and on-time completion of the project. Instances of late progress reports, delayed initiation of procurements, inadequate acknowledgment of the funding source, and the need for deadline extensions are measurable factors that can negatively affect the reputation of key project staff. Seriously poor performance and/or major breaches of grant requirements may also negatively affect the reputation of the Subgrantee organization as a whole.

HPF-funded Grant Programs administered by the New Mexico Historic Preservation Division are extremely competitive. NMHPD normally receives applications for grant funds that far exceed the dollars available for distribution in subgrant awards. Past performance of key project personnel and Subgrantee organizations is a competitive factor in the evaluation of grant proposals. Reduced scores for poor past performance can mean the difference between future grant applications receiving funding and not receiving funding. Therefore, Subgrantees and their key project personnel are strongly advised to keep the project moving forward in a timely manner, adhering to all reporting deadlines, and by following the instructions in this *Grants Manual* and the *HPF Grants Manual*.

This Grants Manual should be able to answer most questions regarding the grant program. Please use it as your primary reference in administering the grant. All other questions may be directed to the Technical Reviewer on NMHPD Staff assigned to your grant project, or to the NMHPD Grants Coordinator. The National Park Service's *HPF Grants Manual* provides the oversight for the program.

GENERAL GRANT PROGRAM INFORMATION

PART I: GOOD GRANT MANAGEMENT

Good grant management begins with planning for and developing the grant proposal for a specific project. Grant applications need to show a strong link between the preservation planning needs and priorities of the local and/or state government and the proposed project. Applications need to demonstrate an understanding of the most effective and efficient ways for carrying out the proposed project. It is important to design a project that can be completed within the project period and for the budget available. If the proposed project is a component or phase of a larger project, the grant application needs to indicate how the project will further the goals of the larger project.

Federal grant recipients have certain responsibilities for project execution including identifying a Project Coordinator who will be responsible for managing consultants, making regular progress reports, financial administration, and meeting performance deadlines which are spelled out in the Scope of Work and the Grant Agreement. The Project Coordinator must interface and communicate with commissions and boards as well as other departments within the city or county governments to ensure that legal, business and project goals and objectives are supported and approved within a timely fashion. From NMHPD, a Technical Reviewer will be assigned to guide the project and will be the primary contact at NMHPD for the duration of the project. The grants coordinator may also be contacted for questions and concerns.

Good grant management involves regular communication with NMHPD. NMHPD's concerns are twofold: first, meeting federal grant requirements and second, obtaining a great deliverable product that will serve the needs of the local community and warrant the costs associated with it. Progress Reports are one of the ways to ensure that a project is moving to completion; they are also a way to identify if there are circumstances that threaten completion of the project. Communication with NMHPD should not be restricted to the scheduled progress reports, NMHPD Grants Staff and the Technical Reviewer assigned to your project, if awarded, are available by phone and email when questions arise or potential problems emerge.

Approvals

Because many communities require the approval of elected or other local government officials to administer grant funds, receive grants or Grant Agreement for services, NMHPD recommends that grant applicants consult the appropriate individuals during the planning process and, as far as possible, obtain the necessary approvals prior to submitting the grant application. Also, nominations for listing of properties in the National Register require owner consent for individual properties or 50% of owners of a proposed district. It will be necessary to obtain owner consent prior to submitting the grant application for NR nominations. NMHPD strongly recommends that the grant applicant consult with local planning staff and members of the local preservation commission to gain input and support for the proposed project.

If partnering with the local governmental entity or applying for CLG Grant, an authorized representative for the local government must sign the original application. This should be the person who is legally responsible for executing all documents including the Grant Agreement which assures a matching share.

Grantee's Legal Obligations

Grant recipients will be required to execute a legally binding Grant Agreement which includes a scope of work, Project Schedule, and Project Budget. Please note the following:

- Five copies of the Grant Agreement between NMHPD and the grant recipient must be signed in **BLUE INK** and returned to NMHPD.
- The project period runs from the establishment of a Purchase Order until September 30 of the grant year. Extensions may not extend beyond the firm deadline date.
- Work on the project must begin within thirty (30) days of signing the Grant Agreement.
- If a consultant will be used for the project, the consultant should be selected and under contract in the Grant Agreement within thirty (30) days of signing the Grant Agreement and NMHPD should receive a copy of the contract.

The scope of work or “Project Narrative”, spelled out in the Grant Agreement between HPD and the grant recipient, cannot be substantively changed once the Grant Agreement is signed. It is important to have a good match between the proposed project and the resources needed to bring it to completion. If a consultant fails to perform as expected, submits work that does not meet the Secretary of the Interior’s Standards, or fails to deliver draft and final products by or before the deadlines set in the Grant Schedule, it remains the grant recipient’s responsibility to correct the situation.

Failure on the part of the grant recipient to begin the project in a timely manner or to perform as agreed may result in NMHPD taking action through a Notice of Default and rescinding the grant. Depending on the terms of the contract between the consultant and the grant recipient, a consultant’s failure to perform could leave the grant recipient with costs that would not be reimbursed through the grant. NMHPD typically holds a significant portion of the grant amount in reserve, authorizing disbursement only after it has reviewed and accepted grant products and deliverables. NMHPD recommends that the grant recipient set up their contracts with consultants with a payment schedule that provides itself with similar control.

When a consultant and volunteers are to be used, it is important to clearly delineate the responsibilities of the consultant and the volunteers and to protect the consultant from penalty if the volunteers fail to do their part. Whether or not volunteers or consultants do what is expected, the grant recipient is expected to deliver the products on the Grant Schedule specified in the scope of work and grant agreement with NMHPD and provide documentation of required in-kind and cash match.

Some things to consider before completing an application for grant funds:

- Failure of the grant recipient to make satisfactory progress, make required changes recommended by the Technical Reviewer/NMHPD, or complete the project within the specified period of time may result in withdrawal of funds. Note: if grant recipient determines that the full amount awarded will not be expended in completing the project the recipient should notify NMHPD immediately and before the end of the project period, so that surplus funds can be re-distributed prior to the end of the project period (September 30).
- Both the State of New Mexico and the grant recipient may unilaterally terminate the agreement prior to an expenditure of funds.
- If grant recipient fails to comply with the terms of the Grant Agreement, the State may give a 30-day notice to comply. Failure to comply can result in one or more of the following:
 - Withholding of funds until deficiency is removed;
 - State may administer the project in which case the grant recipient will reimburse the State for costs and expenses incurred;
 - Termination of the Grant Agreement with no further payments to be made;
 - State may disallow costs; and
 - Grant recipient may be disqualified from receiving future grants.
- The State shall not be obligated to provide federal funds for work products that, in the opinion of NMHPD, do not conform to the terms of the Grant Agreement or to the applicable Secretary of the Interior’s Standards.
- The Project Coordinator or Key Personnel are required to meet the Secretary of the Interior’s Professional Qualifications Standards.
- Work on the project is to begin within 30 days of executing the Grant Agreement between NMHPD and the grant recipient.
- If, at any point in the project period, it appears that the grant recipient will not be able to complete the project within the project period or deliver the agreed-upon work products, the grant recipient shall notify NMHPD immediately. (With adequate notice and lead time, NMHPD can negotiate with the NPS to transfer or redistribute funds to other projects, amending Grant Agreements with other recipients to receive additional funding.)
- Grant recipient shall make available to NMHPD draft reports, studies, plans, drawings, or other preliminary documents prepared during the project.

- Grant recipient shall submit progress reports and interim work products as scheduled and/or as requested by NMHPD staff.
- The grant recipient shall obtain from NMHPD prior approval for: a) any substantive revision of the scope, objectives, or budget of the project; b) changes in key personnel, including all persons filling positions for which the incumbent must meet the Secretary of the Interior's Professional Qualifications Standards; c) additional contracts or hiring to perform activities that are central to the project; d) new or revised performance or reporting milestones.

**PART II: THE GRANT PROCESS, STEP-BY-STEP PROCESS, IN BRIEF
APPLYING FOR AND COMPLETING AN HPF-FUNDED GRANT (Historic Preservation Grants & CLG Grants)**

- Step 1. The New Mexico Historic Preservation Division (NMHPD) announces grant funding.
- Step 2. Potential Subgrantee reviews grant announcement and identifies if they qualify for the available grant funding and if their proposed project aligns with grant funding. Subgrantee assembles key personnel or subcontractors, if applicable. Feel free to contact NMHPD Staff to discuss your project.
- Step 3. Potential Subgrantee submits application for grant funding. Application deadline is posted on grant announcement.
- Step 4. Grant Applications are reviewed by NMHPD Staff and “Grants Committee”.
- Step 5. NMHPD notifies grant recipients (Subgrantees) if their grant project will be awarded grant funding. NMHPD will follow the schedule published on its grant announcement for the date of notification.
- Step 6. Subgrantee accepts grant award and conditions.
- Step 7. Subgrantee & NMHPD draft Grant Agreement. Grant Agreement includes the Scope of Work, anticipated Deliverables, and a Grant Schedule. The Agreement also establishes a Budget for the project. Subgrantee must also submit contracts with proposed Contractors and Consultants to NMHPD for review and approval.
- Step 8. Subgrantee signs Grant Agreement in **BLUE INK**; returns five signed copies to NMHPD.
- Step 9. State Historic Preservation Officer signs Grant Agreement; NMHPD submits Grant Agreement to the State of New Mexico Administrative Services Division to establish a State of New Mexico Purchase Order.
- Step 10. After Purchase Order has been established, NMHPD notifies Subgrantee that work may officially start when Subgrantee receives original copy of signed Grant Agreement.
- Step 11. Subgrantee starts work, reviewing Grant Schedule and submitting deliverables, invoices and grant reporting documents per the Grant Schedule.
- Step 12. Subgrantee submits draft products for comment. For draft products, NMHPD will have a minimum number of days in which to comment, noted in Grant Schedule.
- Step 13. Subgrantee submits final products for approval. NMHPD reviews all final products for compliance with Grant Agreement and the Secretary of the Interior’s Standards.
- Step 14. Subgrantee identifies that changes are needed to the Scope of Work, Grant Budget, or Grant Schedule.
- Step 15. Subgrantee contacts NMHPD to negotiate changes; if changes are acceptable within HPF Funding guidelines an amendment may be issued; NMHPD drafts amendment and forwards to Subgrantee.
- Step 16. Final grant products are submitted along with final reimbursement invoices; if final deliverables are approved, invoices are recommended for payment. September 30 of the grant year is the final deadline. **NO EXTENSIONS WILL BE GRANTED.**

PART III: THE GRANT PROCESS, STEP-BY-STEP PROCESS

APPLYING FOR AND COMPLETING AN HPF-FUNDED GRANT (Historic Preservation Grants & CLG Grants)

Step 1. The New Mexico Historic Preservation Division (NMHPD) announces grant funding.

NMHPD receives federal funds as part of its annual operating budget from the National Park Service, United States Department of the Interior. NMHPD may also receive funds via applications to federal entities for specific grants. A portion of those funds are required to be offered to Certified Local Governments (CLGs) as pass-through grants for historic preservation projects. While grants to CLGs are available on an annual basis, additional grant funding is dependent on annual appropriations from Congress and is not guaranteed.

The New Mexico Historic Preservation Division annually offers grants to CLGs. Other grant offerings may include the Historic Preservation Grants program and/or other specialized grant opportunities. Those eligible for Historic Preservation Grants/Specialized Grants are nonprofits; historic preservation organizations; New Mexico MainStreet organizations; cultural resource, architecture, archaeology, and historic preservation firms and consultants; private property owners; and units of government that are not already a part of the Certified Local Government program. Historic Preservation Grants are a matching grant program with the applicant providing 40% of the total project in match (cash and/ or in-kind services).

Certified Local Government (CLG) grants are available to the eight communities in New Mexico that have become a Certified Local Government, these include: the City of Albuquerque, the Village of Columbus, the City of Deming, the City of Las Vegas, Lincoln County, the City of Santa Fe, the Town of Silver City, and the Town of Taos. Communities interested in learning more about the CLG program may visit the New Mexico Historic Preservation Division's website at nmhistoricpreservation.org.

Step 2. Potential Subgrantee reviews grant announcement and identifies if they qualify for the available grant funding and if their proposed project aligns with grant funding. Subgrantee assembles key personnel or subcontractors, if applicable. Feel free to contact NMHPD Staff to discuss your project.

Allowable and non-allowable project expenses may be found in Appendix VI. In addition, to be considered, Historic Preservation Grant projects and CLG Grant projects must align with the goals and objectives set forth in *Preserving the Enchantment: Sustaining New Mexico's Cultural Heritage, 2017-21*, New Mexico's State Historic Preservation Plan, see Appendix II. Specialized grant projects must align with the specifications set forth in the Grant Announcement.

Project lead and/or key personnel for CLG Grants and Historic Preservation Grants must meet the Secretary of the Interior's Standards Professional Standards outlined in 36 CFR 61, see Exhibits - A5. The grant application must include the applicable form identifying that key personnel comply with these Standards. The Secretary of the Interior's (SOI) Professional Qualifications Standards Certification forms are available on the nmhistoricpreservation.org website under grants - please complete the applicable form for each project team member. Project lead and key personnel for Specialized Grants must comply with the requirements set forth in the Grant Announcement.

Step 3. Potential Subgrantee submits application for grant funding. Application deadline is posted on grant announcement.

Applications for grant funding must be submitted in hard copy format, or electronic format. Applications must be received by the due date and time in the grant announcement. Faxed applications will not be accepted. Applications postmarked before the due date but not in receipt by NMHPD will not be considered. All forms noted below are available for download on the grants pages of the NMHPD website, [here](#) or [here](#). See Appendix XVIII for information on how to apply electronically.

Applications must utilize the Grant Application Checklist, see Exhibits- A2 as a guide when applying for a grant project.

Step 4. Grant Applications are reviewed by NMHPD Staff and “Grants Committee”.

Grant applications are considered and selected for funding by a committee of NMHPD staff (“Grants Committee”). The Grants Committee will review each CLG and Historic Preservation Grant application using the evaluation criteria found in Appendix XVI and identify how the proposed grant project aligns with the Goals & Objectives outlined in the New Mexico Historic Preservation Plan, *Preserving the Enchantment, Sustaining New Mexico’s Cultural Heritage, 2017-21* (see Appendix II). Specialized Grant applications will be reviewed using the evaluation criteria found in the Grant Announcement and how project personnel meet the specified requirements.

Timeliness is a factor of grant performance that NMHPD and the NPS consider to be of great importance. Among other things, it is an important consideration each year when the State reviews grant applications. Those who have had a poor track record of meeting deadlines on past projects will be downgraded accordingly during subsequent grant application evaluations.

Step 5. NMHPD notifies grant recipients (Subgrantees) if their grant project will be awarded grant funding. NMHPD will follow the schedule published on its grant announcement for the date of notification.

Grant applicants will be notified by letter from NMHPD. If awarded a grant, a package will be sent to the Subgrantee that will include a letter and a Project Notification - a one-page form outlining the grant’s budget, the proposed match, and the project’s scope of work.

The Project Notification will identify a Technical Reviewer, a staff member of NMHPD, who will oversee the grant project and will be the Subgrantee’s main point of contact at NMHPD from this point forward.

Step 6. Subgrantee accepts grant award and conditions by signing the Project Notification and returning it to NMHPD. Development (Bricks and Mortar) projects require a Preservation Agreement or Covenant. See Appendix XII for requirements and outline of document required.

Subgrantee should read this Grants Manual, the Award Letter and the Project Notification. If you are unable to meet any of the grant conditions, or if you disagree with any of the information contained in the Project Notification, contact the Grants Coordinator immediately. Most situations can be rectified quickly and informally; major differences may require additional clearance from NMHPD or the National Park Service. NMHPD may need to consult with the Cultural Properties Review Committee if challenges cannot be rectified. **Subgrantees should remember that almost all of the grant conditions are required under state or federal law and cannot be waived under any circumstances, including the time period for the grant project which follows the federal fiscal year (October 1 – September 30).**

If the conditions attached to the project cannot be met, NMHPD reserves the right to reduce the funding award or cancel the grant offer and reallocate funds to another project.

Subgrantees who are able to meet the requirements of the grant award should return the signed Project Notification form to NMHPD by the deadline indicated on the Project Notification. Grant awards not accepted by the deadline indicated on the Project Notification are subject to withdrawal and funds may be offered to other applicants.

Step 7. Subgrantee & NMHPD draft Grant Agreement. Grant Agreement includes the Scope of Work, anticipated Deliverables, and a Grant Schedule. The Agreement also establishes a Budget for the project. Subgrantee must also submit contracts with proposed Contractors and Consultants to NMHPD for review and approval.

The NMHPD Staff (Technical Reviewer and Grants Coordinator) will draft a Grant Agreement between NMHPD and Subgrantee for the grant project. The Grant Agreement is a contractual document that includes project-specific information from the Project Notification and Grant Application outlining what the grant deliverables and the amount to be paid for services rendered. The applicant's Project Narrative, Project Schedule and Project Budget will be used in drafting the Grant Agreement.

The Grant Agreement will be forwarded to Subgrantee for review and acceptance. The Grant Agreement's Scope of Work, Grant Schedule, and Grant Budget may be revised as needed. In consultation with NMHPD, Subgrantee should develop a Grant Schedule that is reasonable for the grant project and includes grant deliverables, progress reports and invoices submitted at regular intervals. If the conditions attached to the project cannot be met, NMHPD reserves the right to reduce the funding award or cancel the grant offer and reallocate funds to another project.

Project Coordinator & Project Personnel

One person must be designated as the Project Coordinator who has responsibility for the day-to-day administration of the grant project. This person must be conscientious, reliable, and accessible during business hours as they will be NMHPD's primary point of contact within the subgrantee organization. The Project Coordinator is specifically tasked with keeping the project on schedule, and preparing and submitting progress reports and deliverables as outlined in the Grant Schedule.

Depending on the nature of the project, the Subgrantee may have among its existing staff members, a person or persons whom complies with the Secretary of the Interior's Professional Qualifications (see Exhibits-A5), with the necessary skills, education, and experience to complete the technical aspects of the project. The Subgrantee may appoint those individual as Key Personnel. Additional staff members may be assigned to assist in the work even if they do not meet the SOI Professional Qualifications. When the Grants Committee reviews applications for grant funding, the Committee will give more weight to a project team that has the majority of its members who meet the SOI's Professional Qualifications. Specialized Grant personnel must meet the requirements set forth in the Grant Announcement.

If the Subgrantee does not have someone on its staff to act as the Project Principal, Subgrantee may procure the services of a person qualified to act in this role. The Project Coordinator may also be the Project Principal if the Project Coordinator is skilled for that role.

See Appendix IX for more information regarding hourly rates. This rate is mandated by the National Park Service for those funded by HPF grants. It is equivalent to a GS15, Step 10 Salary, and is based on location.

Work Performed by an Outside Contractor

When any work is to be performed by an outside contractor (sub-contractor) and will be paid out of the grant budget, the Subgrantee must be sure to follow proper procedures for procuring professional services and preparing a contract. Submittal of the contract between the Subgrantee and consultants or contractors is required. Following receipt of NMHPD's written approval of a proposed contract for services, the subgrantee is free to enter into the contract and initiate work. It is the Subgrantee's responsibility to ensure that the contract is enforceable, that its terms adequately describe the work to be completed, and that the terms of the contract are met.

See Appendix V for more information about Procurement and Contracts with Third Parties.

Subgrantee Volunteers

Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services charged to the Grant Budget must be such as will make a meaningful and desirable contribution. Volunteers must possess the required qualifications in the skill or profession involved, and must actually perform that special work. Rates claimed for volunteer services must be consistent with those regular rates paid for similar work in other activities of the State Government.

State and federal regulations allow volunteer workers to donate their time to the project. Such work, if included in the approved project budget and properly executed and documented, can be used as part of the local in-kind matching share required to leverage federal grant funds. Efforts of volunteers are valued at the *Value of a Volunteer Hour*, by State, 2013 from www.independentsector.org. See Appendix IS for more information regarding volunteer hourly rates.

If the person is volunteering a service on a professional basis, this donation is a “professional in-kind service”. For example, an architect who donates his or her time to complete plans and specifications for a rehabilitation project is providing a professional in-kind service. Although free to the Subgrantee, professional in-kind services are worth the value of those same services if procured on the open market. However, if the same architect provides labor outside of their professional field, such as scraping paint, then the donated labor is valued at the volunteer rate. See Appendix IX for Rates.

Grant Budget

The Grant Budget will be created using the Grant Budget template, a MSEXcel file available for download on the Grants or Certified Local Government pages on the [NMHPD website](#).

Grants will be matched as follows: Historic Preservation Grants and Specialized Grants on a 60% federal/40% applicant basis; CLG Grants on a 50% federal/50% applicant basis. Other than Community Development Block Grant (CDBG) and revenue sharing funds, no federal funds may constitute the match.

See Appendix VIII for more information on how to create a budget and Exhibits - A3 for the budget format.

Grant Schedule & Budget

It is important for the Subgrantee to have sought reimbursement for part of the project costs along the way so as to avoid financial hardship.

Step 8. Subgrantee signs Grant Agreement in **BLUE INK**; returns five signed copies to Grants Coordinator at NMHPD.

Upon agreement of the terms of the Grant Agreement, Subgrantee signs five copies of the Grant Agreement using a pen with **BLUE INK**. Subgrantee returns all five signed copies to NMHPD. Upon completion of the Grant Agreement review, signing, and establishment of a Purchase Order, Subgrantee will receive an original signed copy of the Grant Agreement. Grant Agreement will also include two forms that are required by the federal government – the Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying and Assurances – Non-Construction Programs. Five copies of these (included in the Grant Agreement) must be signed in **BLUE INK** by the project contact.

Step 9. State Historic Preservation Officer signs Grant Agreement; NMHPD submits Grant Agreement to the State of New Mexico Administrative Services Division for processing a Purchase Order.

After the State Historic Preservation Officers signs the Grant Agreement, NMHPD will submit the Grant Agreement to the State’s Administrative Services Division who will process the grant agreement and issue a Purchase Order. **This process can take from two to six weeks, be sure to plan accordingly.**

Step 10. After the Purchase Order has been established, NMHPD notifies Subgrantee that work may start when Subgrantee receives original copy of signed Grant Agreement.

Once a Purchase Order has been established and Subgrantee is in receipt of an original copy of the signed Grant Agreement, work may start. Any work that begins prior to receipt of the signed Grant Agreement is not eligible for reimbursement. Work on the project prior to Grant Agreement completion may be unnecessary, inadequately documented, in violation of the Secretary of the Interior's Standards and Guidelines, not within the approved Scope of Work and will not qualify for reimbursement.

Step 11. Subgrantee starts work, reviewing Grant Schedule and submitting deliverables, invoices and grant reporting documents per the Grant Schedule.

The Subgrantee's staff, volunteers, and/or contractors may begin work on the project following the receipt of the signed and executed Grant Agreement, which will be accompanied by a copy of the Purchase Order from the State of New Mexico, Department of Cultural Affairs. It is imperative that the work is necessary and useful to the project, that it is done by someone with the requisite knowledge, training, and skills, and that the effort put forth is properly documented.

Subgrantee will work closely with the Technical Reviewer on the work of the grant. Subgrantee should review Grant Schedule to ensure that the schedule will be met on time and to plan accordingly. Subgrantee is responsible for all administrative aspects of the project, including project deadlines, eligible costs, procurement procedures, and financial reporting.

You are encouraged to contact your Technical Reviewer whenever questions arise; it is better for both the State and the Subgrantee to identify and resolve problems as soon as they arise. As deliverables are submitted the Technical Reviewer or other NMHPD Staff will review documents to ensure that the project is on target per the Grant Agreement and are meeting the Secretary of the Interior's Standards. The Technical Reviewer will provide comments regarding the deliverables and recommend payment of invoices or a halt to payment if changes are needed.

Subgrantee should reference the Grant # on all submitted deliverables and invoices as well as correspondence between Subgrantee and Technical Reviewer and Grants Coordinator.

If the Subgrantee's project is behind schedule NMHPD Staff may require the Subgrantee to submit additional documentation of the progress of the grant. Progress Reports are brief one-page reports and should not be difficult to complete assuming work is progressing adequately and that some measure of financial and administrative control is in place. The Technical Reviewer will review the Subgrantee progress reports to ensure Subgrantee compliance with all conditions, and to verify that adequate progress is being made on the grant project.

Reimbursement invoices are required on a period basis. Subgrantee may submit invoices according to the needs of their particular project and their financial situation as it is identified in the Grant Schedule. Most invoices are tied to the submittal of other deliverables, thus reimbursement is often reliable on the completion of project milestones and submittal of deliverables.

All Subgrantees are required to follow the Grant Schedule and submit grant reporting documents per that schedule. All Subgrantees are required to file a final invoice within sixty (60) days of completion of the project. Failure to submit the final invoice within sixty (60) days of the project completion or end date may jeopardize the remaining grant funds.

The State reserves the right to withhold payment if it has legitimate concerns and/or reasons to question the subgrantee's ability to conclude the project successfully. See Appendix IV and Exhibits B-2 and B-3 for information on preparing reimbursement invoice forms.

Failure on the part of the grant recipient to begin the project in a timely manner or to perform as agreed may result in NMHPD taking action through a Notice of Default and rescinding the grant. Depending on the

terms of the contract between the consultant and the grant recipient, a consultant's failure to perform could leave the grant recipient with costs that would not be reimbursed through the grant. NMHPD typically holds a significant portion for the grant amount in reserve, authorizing disbursement only after it has reviewed and accepted grant products and deliverables.

Step 12. Subgrantee submits draft products for comment. For draft products, NMHPD will have a minimum number of days in which to comment, noted in Grant Schedule.

The terms of many Grant Agreements require that drafts of reports or products be submitted to NMHPD/Technical Reviewer. Projects with multiple products or phased products are still required to submit drafts for review prior to the anticipated final product completion date.

Refer to the Grant Schedule for required deadlines and note that all draft products **MUST** be sent to the attention of the Technical Reviewer. Within the review time outlined in the Grant Schedule the Technical Reviewer will review the draft and provide the subgrantee with written comments and request for specific revisions and/or corrections. Subgrantees must address the corrections or revisions and submit a final draft for approval per the dates outlined in the Grant Schedule.

National Register Nominations

National Register nominations require submittal to NMHPD in specific formats – using the NR nomination blank in Microsoft Word and precise labelling for photographs in both JPG and TIFF formats. The Grant Schedule will identify the program for draft submittals taking into consideration review by the SR/NR Coordinator on NMHPD Staff.

Nominations should be complete when submitted, incomplete nominations cannot be properly reviewed. Nominations must pass technical review before moving on to substantive review. Technical review may sometimes take less than thirty (30) days, but this depends on the size and nature of the nomination. The NR/SR Coordinator will provide comments in writing to the Subgrantee indicating the necessary corrective actions or work needed to improve the nomination.

While NMHPD can usually help the Subgrantee make the necessary improvements, the Subgrantee should note that program regulations prevent NMHPD from paying for inadequate or inferior work. **Costs of making corrections after the project end date are NOT eligible for reimbursement and must be borne by the Subgrantee. Note that Subgrantees who fail to bring a project to completion in compliance with state and federal guidelines may be required to repay to the State all grant funds received.**

Step 13. Subgrantee submits final products for approval. NMHPD reviews all final products for compliance with Grant Agreement and the Secretary of the Interior's Standards.

After comments have been received from NMHPD, the Subgrantee must make the appropriate changes and submit a final draft version for review and approval. The final draft must usually be submitted thirty (30) days after the receipt of NMHPD's comments, but Subgrantees should refer to their Grant Schedule to determine the exact due date.

Subgrantee must submit the completed project within the time frame specified in the Grant Agreement. Completed grant products will be reviewed by the project's Technical Reviewer and Grants Staff for compliance with the Secretary of the Interior's Standards and other state and/or federal program requirements.

If final products are found to not comply with the terms of the Grant Agreement and/or the Secretary of the Interior's Standards, NMHPD has the right to request a revision to the final products until they meet the standards set forth in those documents. NMHPD also has the right to withhold payment until final products meet standards.

Step 14. Subgrantee identifies that changes are needed to the Scope of Work, Grant Budget, or Grant Schedule.

A Subgrantee may find that circumstances encountered while working on a project are different from those expected when the project was conceived and planned. The magnitude of the project may vary; inclement weather or turnover in Subgrantee's staff may affect the progress of the work. The Technical Reviewer should be notified of any situation that might affect the cost, timeliness, or proper completion of a grant-assisted project. It may be determined that the Subgrantee should formally request changes to the project budget, schedule, or scope of work.

Timeliness

Timeliness is a factor of grant performance that NMHPD and the NPS consider to be of great importance. Unforeseen circumstances sometimes affect a Subgrantee's ability to perform in accordance with the original schedule. In such cases, the Subgrantee must advise the Technical Reviewer and request a revised schedule, which may include a new project end date (DEADLINE CANNOT BE EXTENDED BEYOND THE FEDERAL FISCAL YEAR – SEPTEMBER 30). NMHPD will consider revising schedules when the need stems from a situation that could not have been foreseen. Therefore, the Subgrantee is strongly urged to monitor the grant progress to help avoid the need for schedule change.

Subgrantee is encouraged to contact the Technical Reviewer whenever needed changes arise in a project. If needed, the Grants Coordinator will assist with changes to the Grant Agreement.

Step 15. Subgrantee contacts NMHPD to negotiate changes; if changes are acceptable within HPF Funding guidelines an amendment may be issued; NMHPD drafts amendment and forwards to Subgrantee.

The Technical Reviewer, Subgrantee and Grants Coordinator will work together to identify if an Amendment is required to the Grant Agreement. If an Amendment is required, the Amendment will outline the proposed changes to the Grant Agreement and must be signed by the Subgrantee and the State Historic Preservation Officer. If the Amendment requires a change in the budget, the Amendment will be submitted to the Administrative Services Division requiring a revision to the amount of the existing Purchase Order.

In some cases, changes to a Subgrantee's budget, schedule, or scope of work can be approved by the State alone. In other instances, however, the State may need to receive written concurrence from the National Park Service or the State's Administrative Services Division. In such situations, the Grants Coordinator will prepare and file a Project Notification Amendment with the National Park Service. If approved, the Grants Staff will supply to the subgrantee a copy of this form with the State's letter approving of the requested changes. Note that this can be a lengthy process.

There may be instances in which the changes requested are unwarranted, or are considered not be in the best interest of NMHPD. In such cases, the State reserves the right to require adherence to the original Grant Agreement, to reduce or cancel the grant funding, or to negotiate a compromise acceptable to all parties.

Step 16. Final grant products are submitted along with final reimbursement invoices; if final deliverables are approved, invoices will be submitted for payment. September 30 of the grant year is the final deadline. **NO EXTENSIONS WILL BE GRANTED.**

Final grant products are submitted along with final reimbursement invoices; if final deliverables are approved, invoices are recommended for payment. The product created with grant funding will be reviewed for professional quality and adherence to state and National Park Service standards. Subgrantees will be notified, in writing, if products are acceptable. In instances where corrections must be made, NMHPD will work the Subgrantee to bring the product into compliance in a timely manner.

When all grant project work has been completed, the Subgrantee should prepare and submit the final reimbursement invoice by the deadline specified in the Grant Agreement. Retention of a portion of the grant award is normally withheld until the final products have been approved of the project site has been inspected by NMHPD Staff. Subgrantees who fail to submit their final invoice within sixty (60) days of the project completion or end date may jeopardize part of all of their remaining grant funds.

If all project work has been properly completed, within thirty (30) days of the final project being approved, the final reimbursement invoice will be submitted for payment. **Final invoices submitted after October 15 of the grant year will not be reimbursed.**

Corrective Action/Termination

If NMHPD determines that the Subgrantee is not in compliance with the terms and conditions of the grant due to reporting problems (such as failure to submit Progress Reports, supply financial documentation, or respond to requests from Grants Staff or the Technical Reviewer) or performance problems (such as failure to make adequate progress toward timely completion of the project, failure to make requested changes, or failure or inability to produce work that meets the Secretary of the Interior's Standards), the Subgrantee will be required to take corrective action.

- Grants Staff will advise the Subgrantee of problems and detail the reasons for the requested corrective actions in a letter.
- Each grant is a unique project with different circumstances; the Grants Staff and Technical Reviewer handle each grant accordingly. The details of the corrective action requested will be project- and situation- specific.
- The Subgrantee will have up to thirty (30) days in which to respond to any correspondence. If no response is made, the initial letter will be followed with more attempts to contact or communicate with the Subgrantee.
- If no sufficient response is received, the Grants Staff may initiate termination proceedings with the National Park Service.

Grant Agreements may also be terminated when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Termination conditions and effective dates will be agreed upon by both parties. Subgrantees will be required to refund to the State any grant payments made for projects that are not completed, or that do not meet state and federal guidelines and requirements. Grants Staff and Technical Reviewer will determine whether any work produced through a terminated Grant Agreement constitutes an acceptable product eligible for federal reimbursement.

- The Grants Staff will order the Subgrantee to return any funds previously received that were not expended appropriately in the process of creating an acceptable product.
- If the Subgrantee fails to return the funds, NMHPD will consult the State of New Mexico, Department of Cultural Affairs' legal counsel, and may ultimately deliver the matter with a request that the State take legal action to recover grant funds.

Project End Date – September 30

All products and projects MUST be completed and approved by September 30. The grant deadline is not negotiable. Failure to complete the project by September 30 will be documented and will negatively affect the reputation of the Project Coordinator, Subgrantee and possibly the Project Personnel. These factors may hurt the organization's chances of receiving grant assistance from NMHPD in the future.

APPENDICES

APPENDIX I: DEFINITIONS

Contractor. The Contractor is the Subgrantee as identified in the Grant Agreement.

Cultural Properties Review Committee (CPRC). The gubernatorial-appointed commission board created by the Cultural Properties Act. Their primary functions are to review, identify, and advise on the protection and preservation of cultural properties in the State of New Mexico.

Cultural Resources. Physical evidence or place of past human activity: site, object, landscape, structure, or a site, structure, landscape, object or natural feature of significance to a group of people traditionally associated with it.

Grant Agreement. An agreement between the New Mexico Historic Preservation Division and the Subgrantee for

Grant Budget. The budget for personnel, equipment, and services to complete the grant project, located within the Grant Agreement.

Grant Schedule. The schedule for the execution of the grant project and located within the Grant Agreement. Schedule should include periodic submittal of grant deliverables and invoices for progressing work.

Grants Committee. A Committee of NMHPD Staff that are selected annually to oversee the HPF-funded grant program, in addition to their staff position.

Historic Preservation Fund (HPF). The Historic Preservation Fund is federal funds administered by the National Park Service, Secretary of the Interior. NMHPD annually receives HPF funding from the NPS

Historic Resources. Historic resources are districts, buildings, sites, structures, or objects that exemplify a period of history. Their historical value may be achieved either through association with significant historic events; through association with the lives of persons significant in our past; by embodying a particular style, type or method of construction; by possessing high artistic values; or by yield, or being likely to yield, information important to history or prehistory. Historic resources are typically fifty years or age or older, but resources of lesser age may qualify if they have extraordinary significance.

In-Kind Services. In kind services are services by professionals or volunteers who provide work to a grant-funded project. Depending on the type of work being conducted, each professional or volunteer is given an hourly rate for their work and this accrued amount can be used as the in kind match to leverage federal grant funds.

Local Historic District. In 1978 the New Mexico legislature enacted the New Mexico Historic District and Landmark Act, declaring that the historical heritage of this state is among its most valued and important assets and it is the intention of the act to empower the counties and municipalities of this state with as full and complete powers to preserve, protect and enhance the historic areas and landscapes within their respective jurisdictions.

Match Requirement. The funding amount that the local community or grant application raises to leverage the federal funds offered through grant programs. The Historic Preservation Grant Program requires a 40% match of the project total; the CLG Grant Program requires a 50% match of the project total. Match may be cash or in-kind volunteer services.

National Historic Preservation Act (NHPA). The National Historic Preservation Act (NHPA) of 1966 established the governor-appointed position of State Historic Preservation Officer (SHPO) for each state and enumerates a list of preservation-related tasks to be carried out by the SHPO and his or her staff.

National Park Service (NPS). The National Park Service is a division of the United States Department of the Interior, created in 1916 that administers national parks, monuments, historic sites, and recreational areas.

National Register (NR or NRHP). The National Register of Historic Places is the official list of the nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places ("NRHP" or "National Register") is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archaeological resources. For more information see the [National Park Service's NRHP website](#).

New Mexico Historic Preservation Division (NMHPD). The Division of the State of New Mexico, Department of Cultural Affairs, that is designated as the State Historic Preservation Office (SHPO) of New Mexico. The activities of the SHPO are overseen on the federal level by the National Park Service, through which the Division receives funding from the Historic Preservation Fund.

Secretary of the Interior's Standards (SOI Standards). The Secretary of the Interior's Standards for the Treatment of Historic Properties guides work on historic resources and the work of grant-funded projects. The Standards address four treatments: Preservation, Rehabilitation, Restoration and Reconstruction. The SOI Standards are

common sense historic preservation principles in non-technical language. They promote historic preservation best practices that will help to protect our nation's irreplaceable cultural resources. The Standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The Guidelines offer general design and technical recommendations to assist in applying the Standards to a specific property. Together, they provide a framework and guidance for decision-making about work or changes to a historic property. For more information see Appendix VIII.

Secretary of the Interior's Professional Qualifications Standards. These requirements are those used by the National Park Service to define the minimum education and experience required to perform historic preservation projects that are funded by HPF funds. The Professional Standards outline the qualifications for the following disciplines: history, archeology, architectural history, architecture, historic architecture. For more information see Exhibits A-8.

Specialized Grants. These grants are special grants that the New Mexico Historic Preservation Division has applied for and been awarded. For instance, in 2016, NMHPD administered a grant via the National Park Service's Underrepresented Communities Grant Program. The term "specialized grants" may apply to other similar grant programs.

State Historic Preservation Office (SHPO). The New Mexico Historic Preservation Division is the State Historic Preservation Office (SHPO) of New Mexico and encourages reinvestment in New Mexico's historic buildings and districts and proper care of archeological sites. This ensures that historic resources contribute to the economic and cultural vitality of New Mexico. Established in federal and state law, the SHPO works with property owners, government agencies, and other stakeholders to identify, designate, and protect New Mexico's historic built environment and archaeological sites.

State Historic Preservation Officer. The Director of the New Mexico Historic Preservation Division and chief personnel of the State Historic Preservation Office.

State Register. The State Register of Cultural Properties is the State of New Mexico's register. Properties become listed in the SRCP through the review and approval of a nomination by the Cultural Properties Review Committee.

Subgrantee. The local entity that receives pass-through funds from the State of New Mexico. In the Grant Agreement the Subgrantee is referenced to as the Contractor.

APPENDIX II: *Preserving the Enchantment: New Mexico State Historic Preservation Plan, 2017-2021* **Goals & Objectives**

Goals, Objectives, and Strategies A Future for Preservation

The goals, objectives, and strategies are a statewide guide for preservationists. They should be considered when developing grants, state and national register nominations, historic marker nominations, reviews, mitigations, surveys, reports, and community preservation projects. They are not a blueprint for the next five years, but more of a road map or guide.

The strategies are intended to be flexible enough to apply to different communities preserving their unique cultural heritage. Some strategies are mentioned more than once because they apply to more than one goal or objective.

Architectural styles vary from one community to the next as do cultural beliefs and practices. The type of archaeological sites recorded in central New Mexico sharply contrasts with those in the southeastern part of the state. New Mexicans are encouraged to adopt one or more of these goals, and tailor them to fit local preservation needs.

Goal 1. Broaden Preservation's Relevancy

Objective: Raise Awareness that preservation is integral to the economy and environment.

Strategies

- Provide more information about the link between sustainability and preservation by explaining the environmental and economic benefits of historic preservation.
- Address misconceptions and negative impressions about historic preservation hindering development.
- Develop State and National Register nominations to increase representation of geographically underserved and cultural underrepresented communities.
- Encourage communities to recognize the historic value of resources from the mid-twentieth century and later with State and National Register nominations.
- Build on collaborations with universities and colleges; New Mexico MainStreet; federal, state, and local governments; and preservation organizations that have produced State and National Register nominations.
- Promote successful state and federal preservation tax credit projects to illustrate that they are effective tools for underrepresented communities.
- Broaden the scope of training available to preservation professionals, developers, and local review boards to include more youth, elected officials, and citizens.
- Provide training to address disaster preparedness and the effects of climate change on cultural resources.

Objective: Diversify New Mexico's Preservation Community

Strategies

- Reach a broader demographic through increased use of social media to share information and exchange ideas.
- Encourage communities to recognize the historic value of mid-twentieth century resources with State and National Register nominations.
- Create videos suitable for social media and other venues to share information about historic preservation.
- Strengthen preservation's presence in underserved areas by expanding its constituency into less represented areas.
- Develop State and National Register nominations to increase representation of geographically underserved and cultural underrepresented communities.
- Create opportunities for seasoned preservationist to interact with younger people through youth summits, internships, and in classrooms.
- Provide web-based multi-lingual publications.

- Raise awareness that May is Heritage Preservation Monty by providing grants for events that highlight local preservation.
- Provide clearer, more direct online access through hyperlinks to the state and national Registers, Historic Contexts, and thematic Multiple Property Documentations forms for greater public access.
- Promote the State of New Mexico’s initiative to access roadside historic markers, National Historic Landmarks, museums, and historic sites through a cultural app and website by developing a public partnership campaign.

Objective: Strengthen the link between preservation and heritage tourism

Strategies

- Foster partnerships with staff at historic sites, museums, and preservationists to emphasize the vital role of preservation in interpreting history, and encourage heritage tourism in underserved communities.
- Identify and promote preservation achievement – tax credit projects, rehabs, awards, historic markers, and Register listings – with community events and in traditional and social media.
- Identify and share proven methods for restoring windows, adobe buildings, and mid-twentieth-century architecture.
- Identify the Cultural Atlas of New Mexico digital app and website as a trip-planner and history source.

Goal 2: Create New Financial Incentives and Enhance Current Ones

Objective: Fund the State Preservation Grant Program

Strategies

- Permanently fund annual state grants for research, planning, and bricks-and-mortar projects by enlisting the support of citizens, professionals, organizations, legislators.
- Inform lawmakers of specific grants that have benefited their districts.
- Identify supplementary grant sources.

Objective: Strengthen the State Preservation Tax Credit

Strategies

- Build on recent legislative success to amend the 1984 state property tax credit.
- Amend the 1984 state income tax credit law so the preservation credit is refundable and transferable.
- Expand awareness of the tax credits’ benefits to build strong grassroots support for improving it.
- Increase the tax credit cap for all listed commercial properties and for buildings within MainStreet and Frontier communities.

Goal 3: Foster Stewardship of Cultural Sites

Objective: Protect Archaeological sites, historic buildings, and cultural landscapes

Strategies

- Support creative mitigation that streamlines preservation reviews and encourages government agencies and the private sector to collaborate in preserving archaeological and cultural sites, and historic buildings and structures.
- Improve methods for addressing unmarked graves at archaeological sites and other locations by updating current provisions to conform to the Native American Grave and Repatriation Act, and by establishing a sanctioned reburial ground.
- Increase the number of Certified Local Government communities and strengthen existing CLGs to re-emphasize the program’s goal of integration preservation into community planning.
- Strengthen existing relationships among preservationist and municipal, state, and federal governments.
- Identify cultural landscapes threatened by encroachment.
- Provide training to address disaster preparedness and the effects of climate change on cultural resources.

- Expand the number of historic preservation disciplines for inclusion in the SHPO Directory of Cultural Resource Professionals.

Objective: Invest in preservation

Strategies

- Encourage volunteer site stewards in SiteWatch to involve their communities – particularly in public schools, universities, and colleges – in conserving archaeological sites and protecting them from looting, erosion, and vandalism.
- Support the statewide nonprofit, the New Mexico Heritage Preservation Alliance, so it has a stronger presence and becomes an effective preservation advocate, especially for smaller communities.
- Develop annual summits to encourage discussion among state, federal, tribal, and private sector preservationists.
- Encourage officials to subscribe to the New Mexico Cultural Resources Information System database and interactive maps as an integral component in planning, economic development, and disaster preparedness.
- Communicate the benefits of historic preservation to elected officials, decision makers, students and citizens.
- Provide training to address disaster preparedness and the effects of climate change on cultural resources.
- Expand the preservation curricula at New Mexico universities and colleges.
- Develop educational tools and programs for elementary and high schools, organizations, and historical societies.
- Cultivate a traditional trades workforce to ensure best practices for the care of cultural resources.
- Create opportunities for seasoned preservationists to interact with younger people at youth summits, in existing and new organizations, by hosting internships, and in classrooms.

APPENDIX III: REQUIREMENTS FOR ALL PROJECTS

The following requirements apply to all projects receiving Historic Preservation Fund grant assistance.

The following requirements apply to all projects receiving Historic Preservation Fund grant assistance:

- The project must be administered in accordance with the conditions, certifications, and requirements listed in this Grants Manual and the National Park Service's HPF Grants Manual, [found here](#).
- The project must be conducted in accordance with the Grant Agreement.
- Subgrantees must abide by the fiscal requirements listed in Appendix VI: Allowable and Non-Allowable Expenses. Fiscal Requirements, the circulars issued by the Office of Management and Budget (OMB Circulars A-87 and A-122 [found here](#)).
- Subgrantees must abide by the requirements for procurement, the reimbursement process, and allowable costs as listed in Appendix V: Procurement / Contracts with Third Parties, and Appendix VI: Allowable and Unallowable Costs.
- Press releases must be issued in accordance with Appendix XVII and Appendix XV.

In addition, each project will be governed by all of the following conditions:

Allowable Costs

Expenditures for this project may be reimbursed under this Agreement only if such expenditures (a) are in payment of an obligation incurred during the Agreement period, (b) are necessary for the accomplishment of objectives approved by both parties, (c) conform to appropriate federal cost principles, and (d) are not listed as non-allowable in Office of Management and Budget (OMB) Circular A-21.

Assignment of Agreement

This Agreement is not assignable by the Subgrantee Organization or the Department, either in whole or in part, without the prior written consent of the other party.

Audits of Records

The State of New Mexico, the U.S. Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Subgrantee Organization that are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts, and transcription. Such records shall be maintained for three (3) years after the term of the agreement.

Authority to Bind Contractor

Notwithstanding anything to the contrary in the Agreement, the signatory for the Subgrantee Organization represents that he or she has been duly authorized to execute Agreements on behalf of the Subgrantee Organization and has obtained all necessary applicable approval from the Subgrantee Organization to make the Agreement fully binding upon the Subgrantee Organization when his or her signature is affixed.

Compliance with Laws

The Department and the Subgrantee Organization agree to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. All provisions required thereby to be included herein, are hereby incorporated by reference, specifically, Office of Management and Budget (OMB) Circulars A-87, A-102, A-133, A-122, and A-110. The Department and the Subgrantee Organization shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.; Executive Orders 11246, 11375, and 11764; Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended; and the Copeland Anti-Kickback Act, 18 U.S.C. 874.

Conflict of Interest Involving Federal Employees

The grant recipient will not use any Historic Preservation Fund monies or funds from other sources (applied as a matching share) to pay a fee to, or to pay the travel expenses of, current employees of the federal government for consultant services, lectures, attendance at program functions (including HABS/HAER participation), or any other activity in connection with a grant or any sub-agreement awarded under the grant. Grant recipients are to consult with NMHPD

when the potential for such a conflict arises. This prohibition is in accordance with 18 USC 209, which stipulates that federal employees whose employment has not terminated will not receive supplemental compensation for their services in their capacity as federal government employees. See HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 3.

Conflict of Interest Involving State Employees

No member, officer, or employee of the Historic Preservation Division, including the Cultural Properties Review Committee, will have any interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the Historic Preservation Fund grant). A waiver may be requested if it is determined that such an exception will serve to further the purposes of the subgrantee's overall program. See HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 3. As used in this section:

"Immediate family" means the spouse and the un-emancipated children of an individual.

"Interested party" means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of the Subgrantee Organization, if the Subgrantee Organization is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the New Mexico Administrative Services Division.

"Commission" means the State Ethics Commission.

- A. The Department may cancel this Agreement without recourse by the Subgrantee Organization if any interested party is an employee of the State of New Mexico.
- B. The Department will not exercise its right of cancellation under section A above if the Subgrantee Organization gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of New Mexico of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Commission obtained under this section.
- C. The Subgrantee Organization has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the State of New Mexico. The obligation under this section extends only to those facts that the Subgrantee Organization knows or reasonably could know.

Contingency Funds

No grant funds may be set aside for contingency purposes on Development projects. Grant funds may be paid out only toward the actual costs incurred under the line items specified in the Project Notification budget. NMHPD staff will make every effort to help grant recipients structure their project, scope of work, bid documents, etc., so as to minimize costs and reduce the possibility of being overcharged by contractors. In this way the project will be able to stay as close as possible to the original budget. These practices should help to minimize unforeseen costs, and therefore cancel the need for contingency funds. If unforeseen costs arise that push the project over budget, the NMHPD staff will make every effort to reallocate additional funds to this project, if such funds are available at the end of the grant cycle. However, it is the grant recipient's responsibility to bear all costs over and above the project budget. Therefore, it is in the best interest of both the subgrantee and NMHPD to work to keep costs as low as possible, to investigate potential problems that could affect the overall project budget, to work to mitigate these problems, and to schedule work items or modify the scope of work to accommodate such situations.

Contingent Fees

No person, agency, or other Subgrantee Organization may be employed or retained to solicit or secure a grant or Grant Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition, the State will have the right to annul the grant without liability or, at its discretion, to

deduct from the grant or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

Convict Labor

In accordance with Executive Order 11755, no person undergoing a sentence of imprisonment at hard labor will be employed on any grant-assisted project. (Labor performed by state prisoners who are on work-release, parole, or probation does not fall under this prohibition.)

Design and Implementation of Project

The Subgrantee Organization shall be solely responsible for the proper design and implementation of the project as described in the Project Notification Form.

Disclosure of Information

Grant recipients should be aware that information provided to the State in the course of this grant (including financial documentation) is considered to be public record and subject to disclosure under New Mexico's Public Record Law and the Freedom of Information Act, 5 USC 552 (unless the grant recipient is determined to be exempt and information is not to be disclosed under those statutes or Section 301 of the National Historic Preservation Act). In addition, the State and the National Park Service have the right, unless otherwise specified in the grant agreement, to use and disclose program and project data. However, there may be some information that a grant recipient may wish to remain confidential. Such items must be clearly and prominently identified to the State at the time the information is within the limits imposed by state and federal regulations on public disclosure. Note that the State retains the right not to reveal the exact location of historic, architectural, or archaeological sites identified as a result of a grant assisted project if the State feels that this is necessary for the protection of such sites.

Discrimination in Employment Prohibited

In all hiring or employment made possible by or resulting from grant awards, each employer:

- Will not discriminate against any employees or applicants for employment because of race, color, religion, sex, age, or national origin; and
- Will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, age, or national origin during their employment.

This requirement applies to, but is not limited to, the following:

- Employment promotion, demotion, or transfer;
- Recruitment;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

The grant recipient will comply with all applicable statutes and Executive Orders on equal employment opportunity. Grant awards will be governed by the provisions of all such statutes and Executive Orders, including (but not limited to) enforcement provisions as implemented by Department of the Interior policies, published in 43 CFR 17.

Drug-Free Workplace

The Subgrantee Organization hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subgrantee Organization will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the Subgrantee Organization's workplace.

Dual Compensation

If a grant recipient's staff member or consultant is involved simultaneously in two or more projects supported by any federal funds, and compensation on either project is based upon a percentage of time spent, the total compensation from any federal funds during this period of dual involvement is limited to an amount not to exceed 100% of that person's time.

Energy Conservation

Subgrantee must promote and achieve energy conservation in its grant agreement operations. Subgrantee must utilize to the maximum extent practicable the most energy-efficient equipment, materials, and construction and operating procedures available.

Flood Insurance

Examination of Records

The State of New Mexico, the U.S. Department of the Interior, the Comptroller General of the United States, and/or any of their authorized representatives will have the right of access to any books, documents, papers, or other records of the grant recipient that are pertinent to the grant in order to make audit, examination, excerpts, and transcripts as described in Appendix F: Fiscal Requirements.

Force Majeure

In the event that either party is unable to perform any of its obligations under the Grant Agreement -- or to enjoy any of its benefits -- because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under the Grant Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate the Grant Agreement.

Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico and suit, if any, must be brought in the State of New Mexico.

Hiring Practices

All persons engaged to work on a grant assisted project, either as regular paid staff members of the grant recipient or as consultants hired on a contractual basis, must be selected in accordance with appropriate competitive and nondiscriminatory procurement standards as described in Appendix V: Procurement & Contracts with Third Parties.

Indemnification

The Subgrantee Organization agrees to indemnify, defend, and hold harmless the State of New Mexico and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Subgrantee Organization and/or its subgrantees, if any. The State shall *not* provide such indemnification to the Subgrantee Organization.

Independent Contractor

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or counted as members of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

In-Kind Services

Cash or in-kind contributions will be accepted as part of the grantee's matching share if they are:

- Verifiable from the grantee's records and reported on NMHPD Forms;
- Not included as matching contributions for any other federally-assisted program or contract;
- Necessary and reasonable for proper and efficient accomplishment of approved project objectives;
- Contributed within the project period;
- Allowable under the applicable federal cost principles (See OMB Circular A-87);

- Not paid by the federal government directly or indirectly under another assistance agreement unless authorized under the other agreement and the laws and regulations to which the other agreement is subject;
- Specified in the approved Grant Agreement between the state and grantee;
- Fairly valued and of such nature that, if the federal share had been used to pay for the contributions, the grantee would have incurred an allowable cost.

Lobbying

No part of the money appropriated by any enactment of Congress will, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of the U.S. Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this will not prevent officers of employees of the United States or its Departments or Agencies or employees of the State of New Mexico from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations that they deem necessary for the efficient conduct of public business.

Non-Collusion and Acceptance

The subgrantee's signatory attests, subject to the penalties for perjury, that he or she is the representative, agent, member or officer of the Subgrantee Organization, that he or she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

Nondiscrimination

Pursuant to New Mexico Code and Title VI of the Civil Rights Act of 1964, the Subgrantee Organization and its subgrantees shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Subgrantee Organization shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

The Subgrantee Organization understands that the State is a recipient of federal funds. Pursuant to that understanding, the Subgrantee Organization and its subgrantees, if any, agree that if the Subgrantee Organization employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Subgrantee Organization will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The State of New Mexico shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 USC 794 et seq.) and the Americans with Disabilities Act (ADA) require that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal assistance. Grant recipients must operate their grant-assisted program so that the program, when viewed in its entirety, is readily accessible to and usable by qualified disabled persons. In addition, no qualified disabled person will, on the basis of disability, be subjected to discrimination in employment under the grant program. If any person believes that he or she has been discriminated against in any program, activity, or facility receiving federal assistance, or if anyone desires further information regarding Title VI or Section 504, they should write to: Director, Equal Opportunity Program, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

OMB Circulars

Compliance with Office of Management and Budget Circulars will be required as outlined in the Award Letter. Copies of specific circulars can be obtained from EOP Publication Services, Office of Management and Budget, 725 17th Street NW, Room 2200, Washington, D.C. 20503, phone (202) 395-7332 and on the [OMB website](#).

Penalties / Interest / Attorneys' Fees

The Department will in good faith perform its required obligations hereunder and, notwithstanding any clause contained in this Agreement, does not agree to pay any penalties, interest, or attorney's fees resulting from this Agreement, except as authorized by State of New Mexico laws.

Political Activities

The grant recipient must administer this project in a manner consistent with the provision of 18 USC 1913; costs associated with activities to influence legislation pending before Congress or the State of New Mexico Legislature, commonly referred to as "lobbying," are unallowable as charges to the grant, either on a direct or indirect cost basis. In addition, no expenditure of grant funds may be made for the use of equipment or premises for political purposes, sponsoring or conducting a candidate's meeting(s), engaging in voter registration or voter transportation activities, or other partisan political activities.

Progress Reports

The Subgrantee Organization shall submit written quarterly progress reports to the State. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. The Subgrantee Organization is to use the progress report form contained in Exhibit 1: Subgrantee Progress Report. Such progress reports must be received by the State no later than the tenth day of the month and cover all progress made during the previous quarter. Failure to submit progress reports according to this schedule will result in grant reimbursements being delayed or withheld. In the event that the project is not making adequate progress, NMHPD Grants Staff may require the Subgrantee Organization to submit progress reports on a monthly basis.

Publications

Publications and other public dissemination of information made possible by grant assistance must acknowledge support from the National Park Service, U.S. Department of the Interior, and the New Mexico Department of Cultural Affairs, Historic Preservation Division by use of the statements listed in *Acknowledgment of State and Federal Assistance for HPF Grant Products*, Appendix XV.

Reports, Records, and Inspections

The grant recipient will submit financial, progress, and other reports as required by the State. Grant recipients and their contractors will permit on-site inspections by state representatives, and will effectively require employees to furnish such information as (in the judgment of the State) may be relevant to a question of compliance with grant conditions.

Safety Precautions

The State assumes no responsibility with respect to accidents, illnesses, or claims arising out of any work performed under a grant supported project. The grant recipient is expected to take necessary steps to insure itself and its personnel and to comply with the applicable local, state, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

Scope of Work

Grant recipients will complete the project according to the proposed scope of work spelled out in the Project Notification. A request for a change can be made, but the change will not be enacted unless a scope of work amendment is formally requested by the Subgrantee and subsequently approved in writing by the NMHPD.

Special Conditions

The terms of the grant award may include standard and/or special provisions that are considered necessary to obtain the objectives of the grant, facilitate post award administration of the grant, conserve grant funds, or otherwise protect the interests of the state and/or federal government. Any such conditions will be found in the SHPO's grant Award Letter or the Project Notification. Failure to comply with any such conditions may cause disallowance of certain costs.

Subcontracts

No subcontracts shall be made by either party to the Grant Agreement without the prior written consent and approval of the other party or with the NMHPD grants coordinator for work stipulated in the Grant Agreement. No reimbursement payments may be made by the Department to the Subgrantee Organization under the Grant Agreement unless all subcontracts have been approved by both parties as set forth above.

Termination

Either party may terminate the Grant Agreement by providing sixty (60) days written notice to the other party.

Timeliness of Project Work

The grant recipient must commence work on the project within a reasonable amount of time. Note that adequate progress towards the procurement of goods and services must be demonstrated during the first quarter of the project. Failure to show demonstrable progress on project procurement during this time may result in cancellation of the grant. Even if a proposed project is not set to begin during the first quarter of the program cycle, Subgrantees are still responsible for making progress on securing goods and services for the project. Costs incurred beyond the end date of the project will not be reimbursed without prior written permission from NMHPD and formal amendment of the project dates. No invoices dated after September 30, will be paid.

APPENDIX IV: REIMBURSEMENT

Historic Preservation Grants and Specialized Grants are awarded on a matching basis with the federal NMHPD share up to 60% of the total project costs and the local share 40%. Certified Local Government Grants are awarded on a matching basis with the federal NMHPD share up to 50% of the total project costs and the local share 50%.

The local match represents that portion of the total project costs not borne by the federal government and is supplied by the grantee or other non-federal third parties using cash or in-kind contributions. Cash contributions represent the grantee's cash outlay, including money contributed to the project by non-federal third parties. In-kind contributions are represented by services (professional and volunteers), goods, property, or any combination of the three.

All awards will be paid on a reimbursable basis only. The grantee must have the necessary financial resources available to complete the total project. NMHPD will then reimburse the grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by NMHPD.

1. Reimbursement Rules

- a. Cost Principles. Funds under this Grant Agreement will be used only to reimburse allowable costs for the project work as provided in the Grant Agreement (including work completed by subcontractors). Amounts billed by the Contractor as match will only be considered a qualifying match if the cost is allowable for the project as provided in the contract (including work completed by subcontractors). All costs claimed are subject to the terms of this Grant Agreement, including the selected items of allowable costs listed in National Park Service, *HISTORIC PRESERVATION FUND GRANTS MANUAL*, "Chapter 13-Standards for Allowability of Costs.

Contractor will use the cost principles appropriate to its status in carrying out the contract. The following OMB Circulars explain the applicable cost principles for each category of contractor (circulars are available at the State Library, other libraries in New Mexico, and from HPD):

For State and Local governments or Federally-recognized Indian tribes:

A-87 Cost Principles (34 CFR 55)
Including any amendments published in the Federal Register by OMB

For Institutions of higher education (publically-financed colleges or universities):

A-21 Cost Principles,
Including any amendments published in the Federal Register by OMB

For Non-Profit Organizations:

A-122 Cost Principles
Including any amendments published in the Federal Register by OMB

For For-Profit Organizations, other than hospitals

48 CFR 31.2 Cost Principles, including any amendments published in the Federal Register by OMB

- b. If Contractor has subcontractors, the subcontractors, the subcontractors must follow the principles relevant to its category of organization as described above, which may differ from the Contractor's principles

- c. Indirect Costs. Notwithstanding the foregoing, the following restrictions will apply regarding INDIRECT COSTS:
1. HPD must approve indirect costs prior to contracting.
 2. Indirect costs shall be incurred for common or joint objectives that cannot be readily identified with specific project activities. Examples of indirect costs are the salaries of administrative officers, costs of operating and maintaining facilities, telephone services, etc.
 3. Allowable indirect costs amounts are computed by applying an indirect cost rate to the direct costs of the project.
 4. Indirect costs are chargeable only if a Contractor has a federally negotiated and approved indirect cost rate that extends for the term of this Grant Agreement. Indirect costs may not exceed negotiated rate. If Contractor seeks to charge indirect costs, the federal rate negotiation agreement must have been presented to HPD and approved prior to the execution of this Grant Agreement.
 5. Care should be taken that expenses included in the indirect cost pool are not charged to the project as direct costs.
 6. Indirect costs are not allowable on Grant Agreements awarded to individuals.

d. Allowable Costs

1. Standards for Allowable Costs. HPD can only reimburse its Contractors (and subgrantees) for eligible expenses directly related to Grant Agreement activities identified in the Grant Agreement. HPD reserves the right to approve all Grant Agreement expenses when federal funding or match is involved. Project costs will be considered eligible for reimbursement only if incurred during the "TERM" of the Grant Agreement or as stipulated in the Grant Agreement. Costs must conform to appropriate federal and state COST PRINCIPLES (see 1.a., above).

National Park Service HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 12, "Cost Principles and Indirect Costs" provides the factors affecting the allowability of costs and "Chapter 13-Standards for Allowability of Costs," provides standards for determining the allowable and non-allowable costs of selected items of costs. In addition, cost items specific to the Historic Preservation Fund program are described in Chapter 13.

1. Travel Documentation. Reimbursement requests from Contractor to HPD for per diem and mileage shall conform to the Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1 to 8 (1963, as amended through 2009) and the *Regulations Governing the Per Diem and Mileage Act*, §§ 2.42.2.1 to 14 NMAC, in effect at the time the cost was incurred.
2. Reimbursement for Wages and Other Expenditures not Covered by the Per Diem and Mileage Act. Reimbursement requests from contractor, and reimbursement to Contractor from HPD, will comply with *HISTORIC PRESERVATION FUND GRANTS MANUAL*, including but not limited to the requirements of "Chapter 13 - Standards for Allowable Costs",
 - a. Any request for reimbursement for consultant's wages shall not exceed the maximum hourly rate as established based on the daily rate equal to 120 percent for a GS-15, step 10 salary in the Federal Civil Service.

- b. Pay rates will follow the rates established by the State of New Mexico (*Classification and Pay Plan, State Personnel Board*, available on request), where applicable; otherwise, the "going rate" in New Mexico will determine the rate of pay. Where neither of these rates applies, rates should be approved by HPD.
 - c. Officers and employees of a contractor cannot be hired as consultants.
 - d. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans. The costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law. *See also* limitations on use of indirect costs (1. Above).
 - e. HPD must give prior written approval for any RENTAL OR PURCHASE OF COMPUTER EQUIPMENT; stated as a non-allowable expense earlier, and prior HPD approval for any RENTAL OR PURCHASE OF NON-COMPUTER EQUIPMENT of five hundred dollars (\$500.00) or more (unit cost).
- e. Matching Share. Contractor agrees to make available the necessary funds to complete this Grant Agreement by provide matching funds, if required by the Grant Agreement, in accordance with terms set forth in sections "COMPENSATION" and "BUDGET" of the Grant Agreement. Contractor will comply with the following:
1. Match requirement. The match represents the cost of the Grant Agreement that will not be borne by federal funds provided by HPD. HPD generally requires a certain minimum match be contributed by the Contractor. CLG subgrants have a 50/50 match requirement: for every \$1 HPD reimburses the CLG, the CLG must present \$1 in in-kind and/or cash match. Historic Preservation & Specialized Grants have a 60/40 match requirement.
 2. Contractor agrees to be bound by the "matching share" principles as stated in the OMB Circulars referred to in sections 1.a. above ("Application of Cost Principles") and section 1.b. above ("Allowable Costs").
 3. Sources of Match. Matching funds may be derived from a variety of sources including cash contributions, earned income, nonfederal funds, or in-kind contributions. In-kind contributions (such as donated services, supplies, and space) may be included in the match provided that they are documented (including copies of written agreements between Contractor and volunteers and relate specifically to the proposed project. If Contractor wishes to provide its match from an entity or entities other than itself, such match support must be received before the project is completed and documentation of match type and source included in documentation presented to NMHPD.
 4. Compliance with HISTORIC PRESERVATION FUND GRANTS MANUAL. Contractor will comply with *National Park Service HISTORIC PRESERVATION FUND GRANTS MANUAL*, "Chapter 14-"Matching Share," as modified by HPD with regard to contractor's matching share contribution to the HPF grant. This includes match of labor, services, material and equipment. Contractor agrees to bind any of its subcontractors by the matching rules to the extent their Grant Agreement requires them to contribute match.
 5. Documentation and Proof of Payment. If matching is required, Contractor must provide documentation and proof of payment for all expenses submitted for reimbursement. Contractor will evidence match of these items by a fully documented and completed submission to HPD of the appropriate billing document(s) (*see* "Reimbursement Procedures" below).

6. Each bill must show sufficient match, if required, for reimbursement. For EACH reimbursement request received, HPD will reimburse the Contractor only to the extent that the Contractor has provided enough total match to cover the reimbursement request in the ratio stipulated elsewhere in this contract; CLG's must present a minimum of a match equal to the amount it expects as reimbursement.
 7. All match used to complete a Grant Agreement must be reported to HPD. All match used to complete this Contract, including match that represents amounts beyond the required amount must be reported and documented as match and recorded on the appropriate forms (see "Reimbursement Procedures" below). This allows HPD to understand not only how much it costs to do a total project of this type and, therefore, plan costs better for future contracts; it allows HPD to count this amount as a match in its federal report.
 8. When Match Becomes Unavailable. Contractor agrees to make available the necessary funds to complete the Grant Agreement and provide matching funds (if applicable) in accordance with the Grant Agreement "COMPENSATION" and "BUDGET" and other terms and conditions of the Grant Agreement. In the event that these matching funds become unavailable, HPD may, in its sole discretion, reduce its total funding commitment to the Grant Agreement in proportion to the reduction in matching funds. The contractor further agrees: 1) To the extent that the Grant Agreement is funded from sources other than the Historic Preservation Fund through HPD, expenditures in furtherance of the Grant Agreement will be pro-rated among all the funding sources including HPF in accordance with their percentage of the total project budget; 2) In the extraordinary event that HPD has advanced money for this Grant Agreement and the total funding set forth in the "BUDGET" is not expended on completion of the Grant Agreement project, HPD will be reimbursed its pro-rata share of the unexpended budget.
- f. Timing and Amount to be Reimbursed. Reimbursed requests for all costs must be requested within sixty (60) days of the cost having been incurred or the termination date of the Grant Agreement (whichever is earlier) unless the amount to be reimbursed is less than \$100, in which case that amount will be carried forward until the amount owed is \$100 or more or until the end of the term. Even where the total cost incurred is less than \$100, contractor must, at least every sixty (60) days submit the progress report, including a description of expenses, as described in "Narrative Progress & Expenditure Report" (see 2., "Reimbursement Procedures," -below).
 - g. Certain liabilities of the Contractor. Liabilities of the Contractor to third parties as a result of termination action which are costs of phasing out in accordance with HPD directives or are specifically approved will be considered proper expenditure of Grant Agreement funds.
 - h. Procurement Requirement. Contractor will comply with the procurement standards as set forth in, "Procurement" above. Evidence of compliance with federal competitive procurement standards for professional contracts and subcontracts and for materials and equipment and of compliance with the requirements of this Grant Agreement will be submitted before expenditures billed will be eligible for reimbursement.
 - i. Final Billings. A final bill will bear the words "INVOICE" or "REIMBURSEMENT REQUEST" on its Request for Reimbursement, Exhibits - B2. When requesting final reimbursement, the Contractor must certify that ALL deliverables have been submitted to HPD as required by the terms of the Contract. A copy of the form to be used for this certification is found in "Contract/Subgrant Completion and Closeout Certification" (See Exhibits – B5). In order to be reimbursed HPD must receive the "Final Project Report" (see Exhibits – B6).

- j. Unless specifically agreed to by the parties to this Grant Agreement in writing as a separate writing in this Grant Agreement or as an amendment to this contract, A MINIMUM OF 30% OF THE HPD SHARE (REIMBURSABLE) AMOUNT WILL BE WITHHELD UNTIL ALL DELIVERABLE ITEMS ARE SUBMITTED AND ACCEPTED AS COMPLETED BY HPD.
- k. Limitations on Expenditures.
1. Expenses charged against HPF/HPD funds may not be incurred prior to the effective date of the Grant Agreement or subsequent to the contract's end date, and may be incurred only as necessary to carry out the purposes and activities of the approved Contract.
 2. Expenditures may not exceed the maximum limits shown on the Grant Agreement or its amendments.
 3. The Contractor assumes fiscal liability, without recourse to the HPD, for all commitments that exceed the funds provided in the Contract.
 4. Only deliverables complying with the applicable Secretary of the Interior Standards and Guidelines for Archaeology and Historic Preservation, where applicable, are eligible for reimbursement.
 5. Billings will be reimbursed only if Contractor has signed the 1) Non-construction assurance and 2) Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace and Lobbying or their equivalent. The signed assurances must be attached to the grant contract.
 6. Billings will be reimbursed only if Contractor has complied with the requirement of 36 CFR 61, Appendix A to the extent required in the contract.
 7. Expenses charged against Grant Agreement funds may be incurred only for eligible costs in accordance with NPS directives, National Park Service HISTORIC PRESERVATION FUND GRANTS MANUAL and this Contract.
 8. Only those items listed in the scope of work and completed during the Contract's term are eligible for reimbursement.
 9. Dual compensation. If Contractor or Contractor's staff member is involved simultaneously in two or more projects supported by any federal funds, and compensation on either project is based upon percentage of time spent, he or she may not be compensated for more than one hundred percent (100%) of his/her time for the one or the combination of the projects.

2. Reimbursement Procedures (REQUESTS FOR REIMBURSEMENT):

- a. Requests for reimbursement must include:
1. Progress Report. Contractor shall attach a progress report with each request for reimbursement [See Exhibits - B1 & B2]. Such a report shall accompany each request for reimbursement. No request for reimbursement will be reimbursed if the costs were incurred more than sixty (60) days prior, unless HPD agrees to allow reimbursement in writing beforehand.
 2. Billings/Costs for reimbursement and matching share. HPD will only pay reimbursements that have sufficient documentation and that is supported by an approved purchase order and invoice by the supplier evidencing the propriety of each payment.

Contractor must include a certification with all submissions for reimbursement, stating that all costs incurred are necessary, true, and correct in all respects, that all costs claimed are for appropriate purposes and conditions of the Contract, and that they have not been nor will they be claimed as reimbursable costs through other sources aside from the matching share for this project.

When submitting a request for HPD reimbursement, Contractor shall provide the following items, forms are available on the HPD Grants website for download:

- a. Invoice. See Exhibits – B3. Invoice must be on letterhead and include the address that is shown on the State of New Mexico, Purchase Order. Invoice must be for the total amount requested in the Request for Reimbursement Form, Exhibits – B2. An original invoice must be received by HPD via mail and the invoice must be signed in **BLUE INK**.
- b. Request for Reimbursement. See Exhibits – B2. The PRR is required for submittal of an invoice as it lists all of the items that are to be paid – labor, volunteer/donated labor, materials, travel, miscellaneous expenses, etc. If labor is included, a time sheet must be compiled for each employee requesting payment or for documentation of in-kind match.
- c. Time Sheets for All Grant Project Staff (paid, volunteer/donated labor). See Exhibits – B4. The timesheet form must be used for all who work on the grant project – both Project Team members and volunteer/donated labor.
- d. Additional forms. If grant project includes donated material, rental space, equipment use complete the Donated Items form, Exhibits – B8.
- e. Cash Match Form, see Exhibits - B7. Complete this form to provide information and certify cash match.

Contractor shall properly back up these forms in the following manner:

- a. Proper source documents will accompany the sheets and forms mentioned in 1) through 3) above. See "Source Documents" below.

and the required signature as follows:

- b. For each billing and/or presentation of cash match, an original signature and total amount requested must appear together on one document. The Cost Summary Sheet is a form that satisfies this requirement.

Where appropriate, Contractor shall supply the following:

- c. Evidence of compliance with federal competitive procurement requirements; and
- d. Evidence that all work to be reimbursed has been completed. This can be noted in a progress report to be submitted with the reimbursement request (see Exhibits – B1, Progress Report).

IF CONTRACT IS A FIXED FEE CONTRACT, AS TO REIMBURSIBLE SHARE, A SIGNED INVOICE SUFFICES AS THE BILLING FORM. MATCH, HOWEVER, MUST STILL BE DOCUMENTED AS ABOVE.

- b. Matching Share. Contractor will evidence match by a properly and completely filled out submission to HPD of the billing documents (including source documents) described in the previous paragraphs and, in addition, shall provide the following properly and completely filled in documentation or shall be ineligible for reimbursement:
 1. For donated labor and services. For donated labor and services use the Time Sheet Form, Exhibits – B4:
 2. For donated material, rental space, and equipment. For donated items, please use the Donated Items Form, Exhibits – B8.

3. For cash match. Please use the Match Report, Exhibits – B7.

- c. Source documents include documents such as invoices, statements, receipts, and corresponding checks, canceled checks, time record forms, or federally approved indirect cost documents. Any item included for reimbursement or match must be supported with a source document that serves as back-up for the reimbursement request. Time sheets must be 1) kept, and delivered to HPD when completed, for all donated labor and services, and 2) signed by the person donating the time or service and the supervisor. Copies of timesheets for non-donated labor and services, signed by the person who completed that labor or provided those service(s), must be kept and delivered to HPD when completed. These documents must show the actual hours worked and indicate the basis for determining the rate of the volunteer's contribution, and such records determination must be kept available for audit for at least three (3) years.

Source documents must be legible and properly filled out. They are to be arranged in numerical order by assigning a number on the source document that corresponds with the source document listing on the Request for Reimbursement Form, Exhibits – B2.

- d. Travel Documentation, where applicable. In order to be reimbursed for travel expenses, the Contractor must submit an invoice detailing the date, mileage and associated costs with travel.
- e. Evidence of compliance with federal competitive procurement requirements, where applicable.
- f. Evidence that all project work to be reimbursed has been completed. This can be noted in a progress report to be submitted with the Request for Reimbursement and the Invoice, Exhibits B2 and B3.

HPD will not reimburse incomplete requests or unallowable costs.

Contractor shall direct any questions about reimbursement to the Grants Coordinator or the Technical Reviewer assigned to your project.

New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
505-827-6320; fax 505-827-6338

APPENDIX V: PROCUREMENT & CONTRACTS WITH THIRD PARTIES

PROCUREMENT

1. Procurement Standards, Generally. The Contractor (Subgrantee) may procure only for those professional services and purchases so allowed in the terms of the contract. The subcontracting must follow federal procurement standards and procedures or New Mexico procurement standards when they are more stringent than the Federal standards. The following procurement procedures must be followed if costs associated with these procurements are to be reimbursed by HPD or considered as allowable match. A synopsis of federal guidelines for procurement is found in the National Park Service *HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 17-Procurement Standards*.

Federal and state procurement standards are designed to promote fair and open competition among suppliers of professional services, materials, or equipment. The procurement standards address the ways in which contracts and subgrants are awarded and the provisions that must be contained in contracts. All procurement transactions, regardless of the dollar value, will be conducted in a manner that provides maximum open and free competition. Procurement procedures will not restrict or eliminate competition. The intent is to ensure that an acceptable quality is obtained for a fair and reasonable price.

Contractor shall refer violations of law to HPD and to the local, State, or Federal authorities having proper jurisdiction.

2. Federal Affirmative Action Requirements – Minority Business Enterprise (MBE). MBEs are businesses that are (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following: a. Black American (with origins from Africa); b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America); c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian); Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or e. Other groups whose members are U.S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S. C. 637 (d)), or the Secretary of Commerce.

Women's Business Enterprise (WBE). WBEs are a business concern that a. is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more women; and b. whose daily business operations are managed and directed by one or more of the women owners. Business firms which are fifty-one percent (51%) owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

The Contractor shall take the following affirmative steps to assure that small, minority and women's business enterprises are utilized when possible:

- a. Include qualified minority and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation;
- d. Where the requirement permits, establish delivery schedules which will encourage participation by small and minority businesses;

- e. Use the services and assistance of the Small Business Administration and the Office of Minority Business of the Department of Commerce, as required.
3. Specific Considerations. In compliance with federal requirements, HPD requires that all Contractors procure professional services, materials and equipment according to federal procurement rules or New Mexico's procurement rules, whichever is stricter. Thus, Contractor will procure services, materials, and equipment in the following manner:
- a. Subcontracts over \$50,000. HPD expects Contractors to procure professional services for fifty thousand dollars (\$50,000) or less per subcontract. If a Contractor must procure professional services for more than fifty thousand dollars (\$50,000) the Contractor may be required to follow different (and most likely, more stringent) procurement standards and procedures and must notify HPD. Contractor and HPD must then agree in writing whether and how the parties are to proceed in the procurement process.
 - b. Professional Services subcontracts of fifty-thousand dollars (\$50,000) or less Contractors will use competitive negotiation procedures for procurement of professional services, selecting the most qualified competitor, subject to negotiation of fair and reasonable compensation, except in those limited cases where non-competitive negotiation may be used (see d., "Non-Competitive Negotiation" below) or in cases where HPD requires other methods. If Contractor would prefer to use a different method of procurement, approval must be obtained from HPD prior to commencing the procurement process.
 - 1. Requirements for competitive negotiation. Procurement through competitive negotiation will satisfy all of the following:
 - a. Selection Basis. The basis for selection (evaluative factors with their relative weights in the selection process), will be agreed to in writing by contractor and HPD. Especially in procuring professional services, lowest price need not be a basis of selection.
 - b. Request for Proposal. Contractor's request for proposal can either be a filled out form copied from the RFP Checklist or a proposal in writing providing the same information that will be submitted to and approved by HPD in writing (fax or email acceptable) prior to any solicitation.
 - c. Request for Proposal – Selection. Request for proposal including the basis for selection will be delivered to potential subcontractors solicited. This may be achieved by any reasonable means, including verbal communication.
 - d. Request for Proposal – Response. Contractor may require a written response or may conduct a verbal interview with those solicited. If written responses are requested, HPD must receive those prior to execution of the subcontract. If response is verbal, response must be noted and submitted to HPD prior to execution of subcontract.
 - e. Proposal Sources. Proposals will be directly solicited from at least three qualified sources.
 - f. Reasonable Requests. Reasonable requests by other sources to compete will be honored and those sources will be provided the same information in the same manner as those directly solicited. An unsolicited source qualifies as one of the three qualified sources, if the source is qualified to do the work and the contractor considers this source as a potential subcontractor.
 - g. Competitive Negotiation & Small Purchases Contracting Documentation. A completed "Competitive Negotiation and Small Purchases Contracting Documentation" form or a written statement with the same information will be completed by contractor and this document along with a notation as to the desired subcontractor will be delivered to HPD for approval.
 - h. Approval. Upon approval by HPD, an award may be made to the responsible source whose proposal is most advantageous to the contractor considering the basis of selection.
 - i. Notification. The following will be promptly notified of the results: 1) HPD; 2) all bidders, successful and unsuccessful.
 - 2. Competitive Negotiation. Competitive negotiation stipulates that proposals are requested from professional consultants who appear to be qualified to perform the work and that three individuals are

interviewed to work on the Grant Agreement on an hourly or lump sum basis, without necessarily submitting a written proposal. The proposals or interviews will allow interested professionals to compete for the project work, by presenting their qualification, previous work experience, and other relevant information for consideration and evaluation by the contractor and HPD.

3. Non-bid or other certification of lack of interest satisfies solicitation requirement. Receipt of a non-bid or other certification of lack of interest from sources that do not wish to submit a proposal may be considered adequate to satisfy the three-source-solicitation requirement.
- c. Materials and Equipment of twenty thousand dollars (\$20,000) or less. Procurement of materials and equipment necessary for the completion of the Grant Agreement project must conform to federal small purchase procedures and State purchase procedures if the State criteria are more stringent. Non-competition negotiation may be used where such circumstances so warrant (see d. below). The small purchase procedures state that price or rate quotations will be obtained from an "adequate number of sources," which HPD interprets as at least three qualified sources. HPD has also determined the cost structure for procedures (see immediately below). Determine an approximate cost, and then make contacts based on total cost of the units needed:
1. \$0-\$299: Solicitation to 3 or more suppliers communicated by any reasonable means; response must be documented and submitted to HPD in order to be reimbursed.
 2. \$300-\$999: Solicitation to 3 or more suppliers by any reasonable means requesting written responses (HPD must give prior written approval for this expense; if purchase is made, copies of the written responses must be submitted with the reimbursement request to HPD); and
 3. \$1,000 or more: Written specification to 3 or more suppliers requesting written responses (HPD must give prior written approval for this expense; if purchased, copies of the written responses must be submitted with the reimbursement request to HPD).
 4. For costs of \$5,000 or more. No equipment with a per-unit cost of \$5000 or more may be purchased without prior written approval of HPD. Equipment purchased for an HPD program becomes the property of HPD at the end of the Grant Agreement term, unless other terms are specified.
- d. Non-competitive Negotiation. REQUIREMENTS: Circumstances in which a Grant Agreement may be awarded by non-competitive negotiation are limited to the following:
1. The service/item is available only from a single source.
 2. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to the competitive solicitation.

A satisfactory justification for use of a sole source must be made to HPD in writing. As with contracts negotiated by other than sole source procedures, sole source contracts must have the prior written approval of HPD.

CONTRACTS WITH THIRD PARTIES

The following requirements apply to contracts between the Contractor and subcontractor.

1. General Requirements/Information.

- a. Definition. A "third party" means any entity (including individuals) legally distinct from the Contractor or any individual not employed by the Contractor other than a volunteer acting directly under Contractor's direction or control. The third party is also referred to as the "subcontractor".
- b. No suspended/debarred subcontractors. Subcontract awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of proposed procurement. Contractor shall consider subcontractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (Note: evidence of default, adverse record of past performance, or related factors is necessary to demonstrate lack of responsibility.) Subcontracts cannot be issued to any party that has been suspended by the federal government. It is the responsibility of the Contractor to determine whether a potential subcontractor does not qualify to do federally-funded work. Call HPD to ensure subcontractor is not on the latest "List of Parties Excluded from Federal Procurement or Nonprocurement Programs."
- c. Subcontracting does not relieve Contractor of Grant Agreement responsibilities to HPD. Subcontract by the Contractor to its subcontractor will not relieve the Contractor of any part of its responsibility to HPD under the Contract.
- d. Requirement of Personnel under *HISTORIC PRESERVATION FUND GRANTS MANUAL*. Work to be performed under the subcontract will be completed by qualified individuals in accordance with *HISTORIC PRESERVATION FUND GRANTS MANUAL* and other terms and conditions of this Contract.
- e. HPD must approve subcontract prior to execution. HPD must approve all potential subcontracts (PRIOR TO EXECUTION), including those for professional services, that are necessary for the completion of any Grant Agreement project. Subcontract must be included in the application for grant funds.
- f. Types of contracts. Subcontracts include, but are not limited to, contracts for architectural services, for surveys for historic structures and sites, and for archaeological surveys, preservation planning and preparation of State Register and National Register nominations.

All subcontracts must be awarded either on a fixed price basis or on a cost-reimbursable basis with a maximum limitation. Fixed price contracts are used when the subcontractor agrees to provide all products specified in the work program within the time period indicated and to the standard of quality required by HPD and the HPD contractor, for a guaranteed price.

In a cost-reimbursable contract, the subcontractor agrees to provide the services necessary to accomplish the tasks in the work program for an hourly fee plus certain expenses, up to the maximum limit stated in the contract. Payment is based on actual time spent and cost incurred, up to the maximum limit of the contract. Subcontractors offering services on a cost-reimbursable basis must guarantee as part of the Grant Agreement that all work will be performed before the project completion date.

- g. Code of Conduct. The Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from (sub) contractors, potential (sub)-contractors, or parties to grant agreements arising as a result of the funding provided through the award between the Contractor and subcontractor. Furthermore, no employee, officer, or agent of the Contractor will participate in the selection, award or administration of a Grant Agreement supported by HPF grant funds if a conflict of interest, real or apparent, would be involved.

Such a conflict of interest would arise when any of the following has financial or other interest in the party selected for award:

1. The employee, officer, or agent,
2. Any member of his/her immediate family,
3. His or her partner, and/or
4. An organization that employs, or is about to employ, any of the above.

2. Terms of Subcontracts. Contractors will include the following provisions or conditions in all of their subcontracts (see exception below for volunteer services under Contractor's direct control and supervision):

- a. Procurement Standards. The Contractor will include a section requiring subcontractor to comply with the federal procurement requirements and the particular requirements set forth in the Procurement section of Appendix V.
- b. Term. A term of the subcontract that does not exceed the term of the Grant Agreement between Contractor and HPD.
- c. Remedies; Penalties. Effective administrative, contractual, or legal remedies to be used if the subcontractor fails to comply with conditions of the subcontract; penalties must be provided.
- d. Provisions for termination. Suitable provisions for termination by either party (both for cause and convenience), including the manner by which it will be affected and the basis for settlement.
- e. Compliance with and statement of non-discrimination. Representation of compliance by subcontractor with and reproduction of the following statement within the subcontract.

This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

- f. Audit Provisions. All subcontracts will include a provision to the effect that HPD, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific Grant Agreement for the purpose of making audit, examination, excerpts, and transcription. Contractors will require subcontractors to maintain all required records for three years after Contractors make final payment and all other pending matters are closed.
- g. Compliance with standards. All work conducted under any subcontract will comply with the *Secretary of Interior Standards and Guidelines for Archeology and Historic Preservation* where applicable. Contracts and subcontracts will further comply with all standards as set forth in the Grant Agreement between HPD and its contractor.

- h. Affirmative Action. Like the requirement for the Contractor included in this Supplement, subcontracts will also include a section that requires the subcontractor to take the following affirmative steps to assure that small, minority and women's business enterprises are utilized when possible
1. Include qualified minority and women's business enterprises on solicitation lists;
 2. Assure that small and minority businesses are solicited whenever they are potential sources;
 3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation;
 4. Where the requirement permits, establish delivery schedules which will encourage participation by small and minority businesses;
 5. Use the services and assistance of the Small Business Administration and the Office of Minority Business of the Department of Commerce, as required; and
 6. If any subcontracts are to be let, require the prime contractor to take the affirmative steps listed above
- i. Cost. Include a budget that separates HPD reimbursable costs from match, if subcontractor is required to supply match.
- j. Subcontractor billing record. Subcontractors that are to be reimbursed on an hourly basis must submit the same records to the Contractor as the Contractor is required to submit to HPD (including those forms for match). These records must accompany any related billing submitted by Contractor when Contractor is submitting its billing to HPD. Subcontractors must be required to submit the same certification as HPD contractor, including those forms for match.

If subcontract is on a fixed fee basis, only an invoice need be submitted.

- k. Cost Principles and Indirect Costs. Regardless which cost principles apply to Contractor, subcontractors must require subcontractors to follow the applicable OMB Circular or CFR, which may be different than the OMB Circular or CFR to which Contractor must adhere (see "Reimbursement", Appendix IV).

NOTE: Volunteer Services. A written agreement shall also be executed with third parties performing activities without charge to the Contractor where the Contractor directly controls and supervises the volunteer and when the value of these contributed services is to be counted towards matching share requirements. Volunteer services may only satisfy the match requirements. Volunteer services are not reimbursable.

The written agreement between the Contractor and its volunteer(s) will at a minimum:

1. State or incorporate by reference all applicable requirements imposed by the terms of the contract.
2. State the activities to be performed by the volunteer, the associated time schedule, policies and procedures to be following in carrying out the agreement, establish the unit and corresponding rate of in-kind compensation and the maximum amount of matching funds to be generated in completing the activities. (To determine the appropriate value that can be placed on the service to be performed, see "Reimbursement" below, Appendix IV.)

3. Contain suitable provisions for termination of Grant Agreement by the Contractor, including a description of conditions under which the agreement may be terminated because of circumstances beyond the control of the Contractor or that of the volunteer.
- I. Conflict of Interest. Subcontract shall include the requirements that:
 1. Subcontractor shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
 2. Subcontractor shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
 3. Subcontractor shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with Contractor or HPD, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest.
 - m. Equal Employment Opportunity. All construction contracts in excess of one hundred thousand dollars (\$100,000) awarded by Contractor or subcontractors shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
 - n. Copeland "Anti-Kickback Act." Contracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The subcontractor shall report all suspected or reported violations to Contractor, which will notify HPD, which will notify NPS.
 - o. Public Works Minimum Wage Act. If a subcontract is for an amount of sixty thousand (\$60,000) or more, for "construction, alteration, demolition, or repair or any combination of these, then the Public Works Minimum Wage Act applies and the Contractor and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.
 - p. Davis-Bacon Act. Subcontractors shall include the requirement that subcontractors comply with the provisions of the Davis-Bacon Act when Community Development Block Grant (CDBG) monies are used as the nonfederal share of an HPF v or when supplemental funding is provided through a federal program to which the Davis-Bacon Act applies.
 - q. Intellectual Property. Subcontracts shall include notice of NPS requirements and regulations pertaining to reporting and patent rights under any Grant Agreement involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of NPS requirements and regulations pertaining to copyrights and rights in data. These requirements are described in full in Chapter 19 of the Manual.
 - r. Clean Air Act/Clean water Act. Subcontracts in amounts in excess of one hundred thousand dollars (\$100,000) shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations

(40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

- s. Energy Efficiency. Subcontracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the New Mexico energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.
- u. Construction Bonds. Subcontractors shall adhere to New Mexico requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds one hundred thousand dollars (\$100,000). For subcontracts over one hundred thousand dollars (\$100,000), Contractor must work with HPD to obtain NPS review of State's procedures so that it may determine if the federal government's interests are adequately protected (see 43 CFR 12.76 or 43 CFR 12.948(c)).

1. Definitions

- a. Bid guarantee. A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. Performance bond. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.
- c. Payment bond. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

2. Bond Requirements in Contracts for Construction.

- f. Bids and contracts for twenty-five thousand or less (\$25,000). For such bids, no performance or payment bonds are required unless otherwise agreed upon with HPD.
- g. Bids and contracts for more than twenty five thousand (\$25,000). For such bids and contracts, subcontractor shall require:
 - 1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
 - 2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
- h. Bids and contracts exceeding \$100,000. Contractor shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New

Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five (5) percent of the bid price;
 2. A performance bond on the part of the contractor for one hundred (100) percent of the contract price; and
 3. A payment bond on the part of the contractor for one hundred (100) percent of the contract price.
3. Sources of Bonds. Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.
- v. Record keeping and Access to Contractor Records.
3. Subcontract shall require any subcontractors to submit financial, program, and other reports and to maintain them for three years such property, personnel, financial, and other records and accounts for all Grant Agreement funds. Subcontractor will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.
 2. In the event a final audit has not been performed prior to the termination date of the subcontract, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of Contractor or HPD to recover excessive or illegal payments.

NOTE: If only those Grant Agreement provisions mentioned above are included in Contractor's subcontract or volunteer agreement, Contractor may not be adequately protected. Contractor should take independent steps to assure that subcontract(s) and/or volunteer agreements are adequate for Contractor's needs.

APPENDIX VI: ALLOWABLE & NON-ALLOWABLE EXPENSES

The following is a list of possible expenditures or costs associated with many projects. The National Park Service has determined which of these items are **allowable** and **unallowable** project costs. Only allowable costs may be included in the project budget and claimed for reimbursement. **Note** that some items **may be allowable** if certain conditions are met. These conditions must generally be spelled out in the project application, and will be included in the Award Letter and Project Notification. Subgrantees may not claim for reimbursement any items or project costs that were not identified in the project proposal, the Award Letter, and the Project Notification, without written permission from NMHPD. For a full list of allowable and unallowable project costs, see *HPF Grants Manual, Chapter 13, Standards for Allowability of Costs*

Accounting

The cost of establishing and maintaining accounting and other information systems required for the management of grant programs is **allowable**. This includes costs incurred by central service agencies for these purposes. However, the cost of maintaining central accounting records required for overall state government purposes, such as appropriation and fund accounts by the Treasurer, Comptroller, or similar officials, is considered to be a general expense of government, and is **unallowable**.

Advertising

Advertising media include newspapers, magazines, radio and television programs, direct mail, trade papers, etc. The advertising costs **allowable** are those that are solely for:

- Recruitment of personnel necessary for the grant project;
- Solicitation of bids for the procurement of goods and services required for work on the grant project;
- Notices required by federal or state regulations pertaining to the grant; and
- Other purposes specifically provided for in the Grant Agreement.

Appraisals

For projects involving the acquisition of real property, the cost of necessary appraisals is **allowable**.

Audit Service

The cost of audits necessary for the administration and management of functions related to grant programs is **allowable** if the audit occurs during the grant period.

Bad Debts

Any losses arising from uncollectible accounts and other claims, and any collection costs, are **unallowable**.

Bonus Payments

Bonus payments of any kind are **unallowable**.

Churches

Due to federal "separation of church and state" regulations that govern the Historic Preservation Fund Program, direct grant assistance to active religious organizations, or for purposes of rehabilitating properties that are owned by religious organizations and/or actively used for religious purposes, is **unallowable**.

Communications

Communication costs incurred for telephone calls or service, faxes, postage, messenger service, and similar expenses necessary for and directly related to the grant project are **allowable**. However, these costs must be adequately documented with copies of bills, receipts, or other documents that illustrate clearly the connection between the grant project and the charges incurred. If reimbursement for such charges is anticipated, contact NMHPD for specific instructions; **note** that many Subgrantees find that it is not cost-effective to seek reimbursement for any but long-distance telephone expenses.

Compensation for Personal Services

Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are **allowable** to the extent that they are adequately documented and reasonable for the services rendered. For private nonprofit organizations and local governments, documentation will include time and attendance records for each employee's work on the grant. Educational institutions must document the efforts of employees who are paid on an hourly basis in the same manner, but can use an OMB-approved time-distribution system to document effort of faculty members. In addition, all Subgrantees must provide copies of payroll checks unless they are audited annually by the State Board of Accounts, and have worked out an alternative system of documentation with NMHPD under appropriate OMB standards. **See** also "Employee Fringe Benefits."

Conferences

Costs associated with attendance at conferences and seminars are **unallowable** unless approved in advance by NMHPD. Such costs may be approved by NMHPD only when they provide necessary training for CLG staff or local commission members, or when the activity will provide a Subgrantee with new or unique training that is directly related to and useful for the completion of the project.

Contingencies

Contributions to a contingency reserve or any similar provision for unforeseen events are **unallowable**.

Curation

The cost of curation of artifacts is **unallowable**, except in those cases where archaeological artifacts were discovered in the course of a grant-assisted project and attention is urgently required to prevent the deterioration or loss of the artifacts. In such instances, limited curation costs may be allowable, but only with prior permission from NMHPD. In no case will NMHPD approve such costs in amounts greater than **10%** of the total project budget or beyond the grant period.

Depreciation

Given the relatively short term of NMHPD grants, depreciation is normally considered to be an **unallowable** project cost. Subgrantees who have what they consider to be unusual situations should contact NMHPD.

Employee Fringe Benefits

Costs identified under the two items below are **allowable** to the extent that the total compensation for Subgrantee employees is reasonable as defined in "Compensation for Personal Services" (above):

- Benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual, sick, court, or military leave, if:
 - a. They are provided pursuant to an approved leave system; and
 - b. The cost thereof is equitably allocated to all related activities, including grant programs.
- Benefits in the form of employers' contributions or expenses for social security, employees' life and health insurance plans, unemployment insurance coverage, worker's compensation insurance, pension plans, and severance pay, provided that such benefits are granted under approved plans and are distributed equitably to grant programs and to other activities.

Entertainment

The costs of amusement, social activities, and related incidental expenses are **unallowable**.

Equipment

Single tangible items costing in excess of \$300 are considered to be equipment. The purchase of equipment using grant funds or local matching funds is **unallowable** without written permission from NMHPD.

Exhibits

The costs of temporary exhibits relating specifically to the grant project, its accomplishments, or results **may be allowable**, but written permission from NMHPD must be received before such costs are incurred. Permission of the National Park Service may be required. Note that permanent exhibits normally cannot be funded.

Fines and Penalties

The costs resulting from failure to comply with federal, state, or local laws are **unallowable**.

Fund Raising

The costs associated with organized fund raising and solicitations are **unallowable**.

Furnishings

For rehabilitation/restoration projects, the cost of furnishings is **allowable** only when these furnishings are permanently attached items that are integral to building construction, are of documented historic design, and/or are reconstructed based upon documented original furnishings (e.g., ceiling and wall-mounted lighting fixtures, theater seats in a theater rehabilitation, etc.). The purchase of movable pieces of furniture is **unallowable**.

General Conditions for Construction Contracts

This term, used in construction cost estimates, bids, and construction cost documents, refers to the general contractor's provisions and miscellaneous requirements for other contractors and subcontractors, which eliminate the duplication and expense of each trade providing its own temporary facilities. General conditions including, but not limited to, temporary heat, power, lighting, water, sanitary facilities, scaffolding, elevators, walkways and railings, construction office space and storage, as well as daily cleanup, security, and required insurance, permits, and surety bonds, are **allowable** when identified as a line item in the project application. However, **see** "Contingencies," which are **unallowable**.

Insurance

The costs of hazard and liability insurance to cover personnel or property directly related to the grant project are **allowable** during the grant period.

Interest

Interest on borrowings (such as mortgages and other loans), and the legal and professional fees paid in connection therewith, are **unallowable** except when authorized by federal legislation.

Interpretive Signs

The costs of purchasing and installing (but not maintaining) a minimum number of interpretive or informational markers or signs at grant-assisted historic buildings and structures and archaeological sites **may be allowable**, but only with written permission from NMHPD. **See** also "Project Signs."

Landscaping

For Development projects, the costs of landscaping are **allowable** only if they fall under one of the following categories:

- The restoration or reconstruction of gardens, grounds, and grading in order to attain a historically documented appearance and a compatible setting for an historic property;
- Grading for purposes of proper site drainage, building safety, and protection; or
- Improvements necessary to facilitate access for the disabled.

Note that the costs of seeding, sodding, and installing decorative plantings are **unallowable**.

Legal Expenses

The cost of legal expenses required in the administration of a subgrant is **allowable**.

Lobbying

The costs associated with activities or communications designed to influence in any manner a federal, state, or local legislator or official are **unallowable**.

Materials and Supplies

The cost of materials and supplies necessary to carry out the subgrant project is **allowable**. Purchases made specifically for the grant project should be charged at their actual prices after deducting all case discounts, trade discounts, rebates, and allowances received by the Subgrantee. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing consistently applied. Incoming transportation charges are a proper part of material cost. Materials and supplies charged as a direct cost must include only the materials and supplies actually used for the performance of the Grant Agreement or grant, and due credit should be given for any excess materials or supplies retained or returned to vendors.

Meals

The cost of meals for Subgrantee employees, consultants, and volunteers is **unallowable** except when such persons are on approved travel status in conjunction with activities directly related to the grant project, and these people are being paid a “per diem” pre-approved by NMHPD. **See** “Travel.”

Memberships

The costs of memberships in professional or technical organizations are **unallowable**, except when **all** of the following are true:

- The benefit from the membership is directly related to achieving grant program objectives;
- The expenditure is for agency membership, not individual membership;
- The cost of the membership is reasonably related to the value of the services or benefits received; and
- The expenditure is not for membership in an organization that devotes a substantial part of its activities to influencing legislation.

Payroll Preparation

The cost of preparing payrolls and maintaining necessary wage records is **allowable**, as long as appropriate cost documentation is supplied.

Personnel Administration

The costs of recruitment, examination, certification, classification, training, establishment of pay standards, and related activities for the Historic Preservation Fund grant program are **allowable**.

Plans and Specifications

For Development projects, the costs of producing architectural plans and specifications, shop drawings, and/or other materials required to document Development project work according to the *Secretary of the Interior's Standards* are **allowable**. However, these should be identified as a discrete line item in the project budget.

Pre-agreement Costs

Costs incurred prior to the project starting date are **unallowable**, except with written approval of NMHPD and NPS.

Procurement Services

The costs of all procurement services, including the solicitation of bids, the preparation and award of contracts, and all phases of Grant Agreement administration in providing goods, facilities and services for the subgrant are **allowable**.

Project Signs

The costs of making project signs that acknowledge state and federal grant assistance, and the cost of installing these signs at project sites, are **allowable**.

Rent

Rental costs for space used to complete the project are **allowable** during the grant period with prior approval from NMHPD and NPS. When only a portion of the rented space is used for grant activities, the allowable costs must be computed on a pro rata basis.

Revolving Funds

The use of HPF grant funds for revolving fund activities is **unallowable**.

Supplies

See "Materials and Supplies."

Training and Education

Subgrantees are expected to possess the knowledge and skills necessary to complete their projects when the grant award is made. Consequently, training and education costs for employee development normally are **unallowable**. However, such costs **may be allowable** if the training is of a unique or unusual type not ordinarily available, and if the training is directly related to the grant project and will improve the quality of the final product. In addition, training for staff and commission members of Certified Local Governments may be allowable. In both situations, the Subgrantee must have written approval of such costs before they are incurred.

Transportation

Costs incurred for freight, cartage, express postage, and other transportation costs relating to goods either purchased, delivered, or moved from one location to another are **allowable** when necessary for and directly related to the grant.

Travel

In-state travel costs are **allowable** when the travel involved is directly related to the accomplishments of the project, when the Subgrantee's budget includes a line-item for this cost category, and when the costs involved are incurred and documented according to standards and practices acceptable to the State Board of Accounts. Subgrantees that are already audited by the State Board of Accounts on a regular basis (local governments and state universities) may use their established in-state travel regulations, except that mileage charges cannot exceed the New Mexico State rate of \$0.45/mile. Subgrantees not currently being audited by the State Board of Accounts may either adopt those regulations used by NMHPD, submit a set of proposed travel regulations for NMHPD approval, or bill for mileage charges only at the rate of \$0.45/mile. Out-of-state travel costs of any kind are **unallowable** unless prior written approval is received from NMHPD. See also "Conferences."

APPENDIX VII: PROJECT NARRATIVE – HOW TO DEVELOP A PROJECT NARRATIVE

NMHPD GRANT APPLICATION - PROJECT NARRATIVE

The Grant Application must include a project narrative. If selected, the project narrative will be the basis for the Scope of Work and will be included in the Grant Agreement. Please use the following section headings and provide the content requested for each section in a brief, but thorough, narrative. Please use the form found on the [NMHPD website](#) and in Exhibits – A-5 and use additional pages if necessary.

1. PROJECT SUMMARY

Summarize in one or two sentences the purpose of the proposed project. A more detailed description will be completed under Project Scope. Indicate if and how your proposed project addresses the State Preservation Plan (*Preserving the Enchantment: Sustaining New Mexico's Cultural Heritage, 2017-21*) goals and warrants consideration for potential bonus points (see evaluation in Grant Announcement for more information).

2. PROJECT SCOPE

In two pages or less, clearly and concisely describe the proposed project. Be sure to answer the questions for each section below within the narrative:

NEED

- What historic preservation need(s) does this proposed project address?
- Does the proposed project relate to the local government's preservation plan? (For CLG Grants only)
- Why is the project a priority? How will the proposed project benefit the community, the state, or the nation?
- How does the grant project comply with the Grant Announcement?

PROJECT ACTIVITIES

- What activities will be carried out to complete the proposed project?
- Who will be responsible for doing what?
- Does the proposed project use the most efficient, cost-effective way of addressing preservation needs?
- How will the public be involved in the project?

DELIVERABLES

- What product(s) will be derived from the project?
- How will the product(s) be made available to the public?
- How will the product(s) be used by the local government? (For CLG Grants only)

3. ADMINISTRATION

Demonstrate that project personnel and methods are clear and appropriate to achieving project objectives.

PERSONNEL

- Do the Project Coordinator and/or key personnel meet The Secretary of the Interior's Professional Qualifications Standards?
- Are the personnel appropriate for achieving project objectives?
- Is the time schedule realistic? Can the project be accomplished in the proposed grant period?
- Has the project team demonstrated that they have sufficient experience to complete the project?

4. BUDGET

Show that budget is reasonable to accomplish major project tasks and activities and that budget items are necessary to accomplish project activities. Provide a sufficiently detailed budget to show basis for cost items including a breakdown of staff and volunteer hours by task. Indicate how these numbers were calculated.

PROJECT BUDGET

- Are anticipated costs to accomplish project activities realistic, reasonable, and necessary?
- Is the cost basis for the budget justified and documented? What funding sources will be used for the match? Is the required match satisfied?

APPENDIX VIII: PROJECT BUDGET – HOW TO DEVELOP A PROJECT BUDGET

In this appendix are the following subsections:

- Creating a Budget for the Grant Application/Grant Agreement
- Examples of Budgets

CREATING A BUDGET

Note: Because NMHPD is required to pass-through a specific amount of money as a condition for HPF funding, if one or more CLG Grant recipients (or Historic Preservation Grant recipient) default or withdraw during the project period, NMHPD is placed at risk for failing to comply with the provisions of its contract with the National Park Service. Undistributed funds must be returned to the NPS at the end of the project period. This denies the citizens of New Mexico, in general, and Certified Local Governments, in particular of the full benefit of federal funds allocated for their use, penalizes NMHPD, and threatens future funding levels for New Mexico.

It is critical that grant recipients inform NMHPD grants staff immediately should situations arise that have the potential to interfere with the completion of the project and the expenditure of funds as contracted. NMHPD can then attempt to redistribute the funds to other CLGs or other entities before the end of the grant period.

MATCH

Historic Preservation Grants (HP Grants) & Specialized Grants

HP Grants and Specialized Grants must be matched on a 60% federal/40% applicant basis.

- Other than Community Development Block Grant (CDBG) funds and revenue sharing funds, no federal funds may constitute the match.
- The matching share must contribute directly to implement of the grant proposal once the grant agreement is executed.
- To calculate the match, use the following formula:

Total Project Cost x .60 = Amount of grant funds to request

Total Project Cost x .40 = Amount of matching funds required

EXAMPLE: If your project costs \$35,000 then:

Grant Funds = (\$35,000 x .60) = \$21,000

Matching Funds = (\$35,000 x .40) = \$14,000

To double-check = \$14,000 + \$21,000 = Total Project Costs of \$35,000

Certified Local Government (CLG) Grants

CLG Grants will be matched on a 50% federal/50% applicant basis.

- Other than Community Development Block Grant (CDBG) funds and revenue sharing funds, no federal funds may constitute the match.
- The matching share must contribute directly to implement of the grant proposal once the grant agreement is executed.
- To calculate the match, use the following formula:

Total Project Cost x .50 = Amount of grant funds to request

Total Project Cost x .50 = Amount of matching funds required

EXAMPLE: If your project costs \$35,000 then:

Grant Funds = (\$35,000 x .50) = \$17,500

Matching Funds = (\$35,000 x .50) = \$17,500

To double-check = \$17,500 + \$17,500 = Total Project Costs of \$35,000

Match may consist of key personnel hours not paid by the grant funds, volunteer hours, cash match, nonfederal grants, space rental costs, equipment donation, donated materials, etc.

Matching Share

Matching share must contribute to the implementation of the undertaking being proposed. For example, not all of the commission or staff's time can be counted – only the time necessary for personnel who are carrying out the proposed grant activity.

Volunteers

Typical volunteer work includes field survey work, historic and architectural research, photography, mapping, typing, bookkeeping, writing, design and development of printed materials or websites. When volunteers meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61, see Exhibits - A5) for historian, architectural historian, architecture, historic architecture, prehistoric archeology, or historic archeology donate their professional services, compute the value of their services at the professional rates, not to exceed the maximum salary shown in Appendix IX.

In-kind services provided by volunteers must be documented hour-by-hour on daily time sheets (see Exhibits - B3 for the form).

For volunteers who do not meet the Secretary of the Interior's Professional Qualifications Standards, or are donating their time but not specifically their professional services, compute the value of the service at the value of volunteer hours at federal minimum wage rate per hour.

Example 1

Architects (2 @ 18 hrs each @ \$50 hr = \$1,800.00). The architects will train the preservation commission on how to recognize architectural styles and review architectural descriptions on submitted drawings.
Six Preservation commissioners (6 @ 15 hours each @ \$10/hr* = \$900). The commissioners will review the draft survey findings.

Example 2

Volunteer with BA in history (40 hrs @ \$20/hr = \$800.00). This volunteer will do primary and secondary research under the supervision of a consultant.
Volunteer with 2 years college, History major (40 hrs @ \$ 10.00/hr = \$400.00). This volunteer will take care of printing and handouts at public meeting.
Volunteer with no experience. \$40 hrs @ \$10.00/hr = \$400.00). This volunteer will sign in attendees at public meetings.
* Minimum wage

Agency Staff

Compute the value on the basis of usual salary and fringe benefits. Documentation in the form of time sheets or payroll vouchers must be kept for submittal with billings. Federal rules allow a maximum salary o per hour, excluding benefits. Break out salary, benefits, and indirect overhead in Grant Budget. See Hourly Rates in Appendix IX for more information.

List each person to be paid directly from grant funds by title and salary, including fringe benefits.

Per Diem Rates & Mileage Reimbursement

The Federal Per Diem Rates for New Mexico as established by the State of New Mexico are \$85.00 per day. The mileage reimbursement rate is \$0.45/mile.

Actual costs of lodging and meals are reimbursed provided they do not exceed listed the per diem rates herein. Copies of receipts for lodging and meals must accompany disbursement requests. These travel rates must be used in planning grant application budgets and for establishing the grant budget in the grant agreement.

Consultants and Grant Agreement Services

If you will be using a consultant for the proposed project, you may find it helpful in the planning stage of preparing the grant proposal to informally contact several to get an idea of whether the proposed budget will be adequate to complete the project or what you can realistically expect to accomplish within your budget. Keep in mind that larger firms typically have higher overhead costs than smaller firms or individual consultants.

Preparing an RFP for Consultant/ Grant Agreement Services

Start the RFP process as soon as possible after you are notified that you are a grant recipient. The RFP serves a vital purpose beyond simply soliciting interest in the project. The RFP needs to provide clear information about what will be expected of the consultant so that consultants can determine their interest in the project and whether the money available is adequate compensation for completing the project or alternatively, what amount of work they would be willing to complete for the amount of money offered.

Using consultants to complete a grant project successfully requires a firm understanding and agreement about the goals, expected outcomes, and responsibilities of key personnel before the project begins. Take time to develop a well-considered RFP so that interested consultants will have a clear idea of what you expect from them. Because consultants will only do the work they are contracted for, it is important that the RFP and the contract between the consultant and the grant recipient are clear up front about what both parties expect and will provide.

The process of developing a good RFP will help project managers clarify the purpose of the project, appropriate methodology, roles and responsibilities for the consultants and the local government, the steps needed to complete the project satisfactorily, and how deliverables will be evaluated. The check list below identifies most of the issues that should be addressed in an RFP. Individual grant recipients may have additional requirements.

RFP CHECKLIST

PROJECT	SCOPE OF WORK
<ul style="list-style-type: none"> ▪ Description of the project ▪ Background information ▪ Purpose and authority for the project ▪ Funding sources ▪ Amount of \$ available for the project ▪ Timeframe for project to be accomplished ▪ How the public will be involved; role of consultant with public 	<ul style="list-style-type: none"> ▪ Tasks and/or services consultants will be responsible for ▪ Meetings consultant is expected to participate in ▪ Deliverables – draft and final products ▪ Schedule – Milestones for drafts and progress reports ▪ Formats and standards for deliverables ▪ Tasks and/or services that the grant recipient will be responsible for ▪ Tasks and/or services that volunteers will be responsible for ▪ What will be expected of the consultant and grant recipient if the volunteers fail to deliver the anticipated components
RFP RESPONSE SUBMITTAL	PERSONNEL – CONSULTANT
<ul style="list-style-type: none"> ▪ Proposal response requirements /format ▪ Review process ▪ Criteria that will be used to evaluate RFPs ▪ Time for decision 	<ul style="list-style-type: none"> ▪ Required skills, qualifications, and abilities for lead personnel ▪ Desire skills and prior experience
CONTRACT	
<ul style="list-style-type: none"> ▪ Terms of contract ▪ Certifications, Licenses ▪ Insurance ▪ Billing – How and when payments will be made 	

PROJECT BUDGET – EXAMPLE 1

APPENDIX B: PROJECT BUDGET					
Preservation Plan for Historic Jane Doe House					
	<i>Unit</i>	<i>Rate</i>	TOTAL	HPD	MATCH
PROJECT COORDINATOR					
John Smith, Coordinator	15	\$60.00	\$900.00	\$540.00	\$360.00
			Subtotal	\$900.00	\$540.00
PRINCIPAL SALARIES					
Al Jones, Preservation Consultant	10	\$65.00	\$650.00	\$390.00	\$260.00
John Johnson, Architect	30	\$35.00	\$1,050.00	\$630.00	\$420.00
Annie Alberts, Materials Conservation	40	\$25.00	\$1,000.00	\$600.00	\$400.00
			Subtotal	\$2,700.00	\$1,620.00
MILEAGE					
Al Jones, Preservation Consultant	75	\$0.45	\$33.75	\$20.25	\$13.50
John Johnson, Architect	300	\$0.45	\$135.00	\$81.00	\$54.00
Annie Alberts, Materials Conservation	25	\$0.45	\$11.25	\$6.75	\$4.50
			Subtotal	\$180.00	\$108.00
PER DIEM					
Al Jones, Preservation Consultant	2	\$85.00	\$170.00	\$102.00	\$68.00
John Johnson, Architect	4	\$85.00	\$340.00	\$204.00	\$136.00
Annie Alberts, Materials Conservation	0	\$85.00	\$0.00	\$0.00	\$0.00
			Subtotal	\$510.00	\$306.00
DELIVERABLES - PRODUCTION					
Printing (8 copies of preservation plan)	8	\$50.00	\$400.00	\$240.00	\$160.00
Printing (Drawings)			\$100.00	\$60.00	\$40.00
CD/DVD/Jump Drive			\$200.00	\$120.00	\$80.00
			Subtotal	\$700.00	\$420.00
			PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS			\$4,990.00	\$2,994.00	\$1,996.00
40% Match \$1,996.00					

Note: Some of the key personnel's hours count towards the match.

PROJECT BUDGET – EXAMPLE 2

APPENDIX B: PROJECT BUDGET					
Nomination for listing the Jane Doe House					
	<i>Unit</i>	<i>Rate</i>	TOTAL	HPD	MATCH
PROJECT COORDINATOR					
John Smith, Coordinator	4	\$60.00	\$240.00	\$240.00	\$0.00
	3		Subtotal	\$240.00	\$0.00
PRINCIPAL SALARIES					
Al Jones, Preservation Consultant	100	\$65.00	\$6,500.00	\$2,500.00	\$4,000.00
Pedro Aguilar, Photographer	10	\$65.00	\$650.00	\$650.00	\$0.00
			Subtotal	\$7,150.00	\$3,150.00
MILEAGE					
Al Jones, Preservation Consultant	50	\$0.45	\$22.50	\$22.50	\$0.00
Pedro Aguilar, Photographer	50	\$0.45	\$22.50	\$0.00	\$22.50
			Subtotal	\$45.00	\$22.50
DELIVERABLES - PRODUCTION					
Printing (5 copies of NRHP Nom)	5	\$50.00	\$250.00	\$150.00	\$100.00
CD/DVD/JUMP DRIVE for photos	4	\$10.00	\$100.00	\$60.00	\$40.00
			Subtotal	\$350.00	\$210.00
			PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS			\$7,785.00	\$3,622.50	\$4,162.50
40% match**			\$3,114.00		
<p>** in this example the match is not 40% for each line item; the total project budget does show that the match IS 40% of the total project costs; match here also exceeds the minimum 40% required</p>					

PROJECT BUDGET – EXAMPLE 3

APPENDIX B: PROJECT BUDGET					
CLG Grant for Preservation Plan for City-Owned Historic House					
	<i>Unit</i>	<i>Rate</i>	TOTAL	HPD	MATCH
PROJECT COORDINATOR					
Anna Gunn, Preservation Planner	4	\$50.00	\$200.00	\$100.00	\$100.00
		Subtotal	\$200.00	\$100.00	\$100.00
PRINCIPAL SALARIES					
Anna Gunn, Preservation Planner	10	\$50.00	\$500.00	\$250.00	\$250.00
Becky Thayer, Preservation Consultant	50	\$65.00	\$3,250.00	\$1,750.00	\$1,500.00
Margaret Smith, Administrative	5	\$28.00	\$140.00	\$70.00	\$70.00
			\$3,890.00	\$2,070.00	\$1,820.00
FRINGE BENEFITS					
15.95% x\$4090			\$652.36	\$0.00	\$652.36
		Subtotal	\$652.36	\$0.00	\$652.36
MILEAGE					
Becky Thayer, Preservation Consultant	300	\$0.45	\$135.00	\$25.00	\$110.00
		Subtotal	\$135.00	\$25.00	\$110.00
DELIVERABLES - PRODUCTION					
Printing (5 copies of NRHP Nom)	5	\$50.00	\$250.00	\$150.00	\$100.00
CD/DVD/JUMP DRIVE for photos	4	\$10.00	\$100.00	\$60.00	\$40.00
		Subtotal	\$350.00	\$210.00	\$140.00
			PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS			\$5,227.36	\$2,405.00	\$2,822.36
50% match			\$2,613.68		
<p>** in this example the match is not 50% for each line item; the total project budget does show that the match IS 40% of the total project costs; match here also exceeds the minimum 50% required</p>					

APPENDIX IX: HOURLY RATES FOR HPF-FUNDED GRANTS

Depending on the project, the Subgrantee may hire professional contractors, consultants, professionals, and use volunteer assistance. Use of volunteer services may be an excellent way to leverage federal grant funds and to meet the required match for a project. Below are guidelines to hourly rates for professionals and volunteers.

Professional Services

Professionals hired for grant-funded projects should have the necessary skills, education, and experience to complete the technical aspects of the project. Professionals hired for work on grant-funded projects should be compensated for their professional work by the hourly rate that they charge. If professionals working on a grant-funded project provide volunteer services, volunteer services may be counted towards the match or cost-sharing, see below.

Maximum Hourly Rate

The maximum hourly rate for 2019 cannot exceed the rate established by the National Park Service and is equivalent to a GS15, Step 10 Salary, and is based on location. **For the 2019 NMHPD grants cycle, the maximum rate for professional services is \$75.80/hour.**

Donated Services

Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services charged to the Grant Budget must be such as will make a meaningful and desirable contribution. Volunteers must possess the required qualifications in the skill or profession involved, and must actually perform that special work. Rates claimed for volunteer services must be consistent with those regular rates paid for similar work in other activities of the State Government. The value of donated services is not reimbursable but may be used to meet cost-sharing or matching requirements.

State and federal regulations allow volunteer workers to donate their time to the project. Such work, if included in the approved project budget and properly executed and documented, can be used as part of the local matching share required to leverage federal grant funds. Efforts of volunteers are valued at the Value of a Volunteer Hour, by State, 2017 from www.independentsector.org. **The rate for volunteers in New Mexico is \$20.58 (2017).**

APPENDIX X: PROJECT SCHEDULE – HOW TO DEVELOP A PROJECT SCHEDULE & EXAMPLES

GRANT APPLICATION - PROJECT SCHEDULE

The Grant Application must include a Project Schedule. If selected, the project schedule will be included in the Grant Agreement.

Below are directions as to how to develop your Project Schedule. Please use the form found on the [NMHPD website](#) and in Exhibits – A-4 expanding it for additional pages, if necessary.

The Project Schedule directs the progress of the grant project during the allocated time period. The goal of the project schedule is to create steps for developing the grant project and to establish deadlines for submission of draft grant products during the process of the grant.

Examples of Project Schedules are provided to assist in developing your Project Schedule.

Things to consider when creating your Project Schedule:

- Be realistic. In developing your Project Schedule – how much time will it take to create the grant deliverables? What is required to accomplish each goal?
- Grant Deliverables. Identify the deliverables that will be produced as a result of the grant project. Enter the final deliverables at the bottom of the Schedule. Enter the draft deliverables in earlier in the schedule. Keep in mind that HPD needs 30 days to review draft deliverables.
- Other Activities. What other activities will be required to complete the deliverables? Meetings with City officials, stakeholders? Enter these activities under milestones.
- Include Progress Reports under Deliverables. For the duration of the grant, there should be a minimum of two progress reports + final project report.
- Include Invoices under Deliverables. For the duration of the grant, there should be a minimum of two invoices and one final invoice. The final invoice should be at least 33% of the grant amount with the remainder of the grant amount divided in between the other two-three invoices.
- Review the examples for suggestions.

PROJECT SCHEDULE EXAMPLE 1

**Name of Building – National Register Project
Grant #XX-XX-XXXXX.XX**

SCHEDULE, MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before March 30, 2014	CONTRACTOR will: 1) Document and photograph the entire physical complex; 2) Gather, study and update existing floor plans; 3) Write narrative description and narrative of evolution; 4) Begin historical research; 5) Prepare sketch floor plans showing phases of evolution; 6) Order copies/CDs of historic photographs	CONTRACTOR will submit: 1) Progress Report No. 1 2) Draft architectural description of conditions in 2014. 3) Draft written narrative evolution with diagrams and photographs. 4) Invoice #1 for up to 33% (\$X,XXX) of grant award.
On or before April 15, 2014	CONTRACTOR will: 1) Assemble historical data. 2) Write a draft statement of historical significance	CONTRACTOR will submit: 1) Progress Report No. 2 2) Draft Statement of Significance 3) Invoice #2 for up to 33% \$X,XXX) of grant award.
On or before May 15, 2014	CONTRACTOR will: 1) Incorporate comments on description and statement of historical significance 2) Process photographs and drawings. 3) Prepare a draft National Register nomination for Building;	CONTRACTOR will submit: 1) Progress Report No. 3 2) First draft of Building NR nomination 3) First draft of NMCRIS forms
On or before June 15, 2014	CONTRACTOR will: 1) Incorporate comments on draft Nomination form. 2) Prepare final Nomination form	CONTRACTOR will submit: 1) Contract/Subgrant Completion Report 2) Final Project Report 3) Final NR Nomination for Building 4) Final NMCRIS forms 5) Final Invoice #3 for the remaining contract amount 6) Newsletter article (350-500 articles with photographs)

PROJECT SCHEDULE EXAMPLE 2

**Theater Rehabilitation Project
MainStreet Community Group, Town of _____
Grant Number - #xx-xx-xxxxx.xx**

SCHEDULE, MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before April 30, 2014	<p>CONTRACTOR will:</p> <ol style="list-style-type: none"> 1) Submit 65% complete construction documents and 100% complete demolition documents 2) Complete on-site existing conditions photographs 	<p>CONTRACTOR will submit:</p> <ol style="list-style-type: none"> 1) Progress Report No. 1 2) One (1) set full-size and one (1) electronic copy of 65% complete construction documents and 100% complete demolition documents. 3) One (1) electronic copy of existing conditions photographs.
On or before May 1, 2014	<p>CONTRACTOR will:</p> <ol style="list-style-type: none"> 1) Submit 85% complete construction documents incorporating HPD comments 2) Commence demolition 	<p>CONTRACTOR will submit:</p> <ol style="list-style-type: none"> 1) Progress Report No. 2 2) One (1) full set full-size and one (1) electronic copy of 85% complete construction documents. 3) Contact Derek Pierce to commence completion of the NIAF Form.
On or before May 15, 2014	<p>CONTRACTOR will:</p> <ol style="list-style-type: none"> 1) Submit final 100% construction documents 2) Construct new entrance walls and begin installation of new electrical and HVAC systems. 	<p>CONTRACTOR will submit:</p> <ol style="list-style-type: none"> 1) Progress Report No. 3 2) One (1) electronic copy of photographs of completed work and one (1) set and one (1) electronic copy of 100% complete construction documents. 3) Invoice #1 for up to 33% (\$XX,XXX) of grant award.
On or before May 30, 2014	<p>CONTRACTOR will:</p> <ol style="list-style-type: none"> 1) Complete installation of new electrical and HVAC systems. 2) Begin installation of new ticket booth. 	<p>CONTRACTOR will submit:</p> <ol style="list-style-type: none"> 1) Progress Report No. 4 2) One (1) electronic copy of photographs of completed work.
On or before June 30, 2014	<p>CONTRACTOR will:</p> <ol style="list-style-type: none"> 1) Complete ticket booth installation, install new entry doors, and begin finishes. 	<p>CONTRACTOR will submit:</p> <ol style="list-style-type: none"> 1) Progress Report No.5 2) One (1) electronic copy of photographs of completed work. 3) Invoice #2 for up to 33% (\$XX,XXX).
On or before September 30, 2014	<p>CONTRACTOR will:</p> <ol style="list-style-type: none"> 1) Complete interior finishes. 2) Complete construction of exterior parapet. 3) Complete repair of existing windows and doors. 4) Prepare newsletter article and final reports. 	<p>CONTRACTOR will submit:</p> <ol style="list-style-type: none"> 1) Final Project Report with photographs 2) Final NIAF Form 3) Contract/Subgrant Completion Report 4) Newsletter Article (300-500 words + photos) 5) Final Invoice for remaining grant amount.

PROJECT SCHEDULE EXAMPLE 3

Town of Someplace, NM – 2015 CLG GRANT - Grant #XX-XX-XXXXX.XX
Project 1: Historic Masonry and Plaster Restoration and Preservation Workshop
Project 2: Interpretive and Educational Window Exhibits

PROJECT #1: HISTORIC MASONRY & PLASTER RESTORATION WORKSHOP - HPD GRANT AMOUNT: \$X,XXX	
On or before March 30, 2014	
	CONTRACTOR accepts grant and approves contract
On or before May 30, 2014	
Milestones	CONTRACTOR will: 1) Select Architectural Consultant for workshop. 2) Submit curriculum for workshop 3) Confirm dates and location of workshop and presentation 4) Advance publicity for workshop 5) Register with NMCRIS
Deliverables	CONTRACTOR will submit: 1) Progress Report #1 2) Draft curriculum and publicity
On or before August 15, 2014	
Milestones	CONTRACTOR will: 1) Finalize curriculum 2) Conduct workshop site visit 3) Complete publicity.
Deliverables	CONTRACTOR will submit: 1) Final Curriculum 2) Final Publicity 3) Progress Report #2 4) Invoice #1 in the Amount of \$X,XXX
On or before September 15, 2014	
Milestones	CONTRACTOR will: 1) Complete workshop 2) Submit final newsletter article (300 – 500 words) with photographs 3) Complete final project and completion reports and NIAF form
Deliverables	CONTRACTOR will submit: 1) Project and completion reports 2) NIAF form 3) Newsletter Article 4) Final Invoice for Remaining Grant Amount
PROJECT #2: INTERPRETIVE BROCHURE & EDUCATIONAL EXHIBITS – AILMAN HOUSE	
HPD GRANT AMOUNT: \$X,XXX	
On or before March 30, 2014	
	CONTRACTOR accepts grant and approves contract
On or before June 15, 2014	
Milestones	CONTRACTOR will: 1) Select Graphic Designer and contractor to produce and install exhibits. 2) Select architectural elements for exhibits 3) Prepare draft of exhibits and brochure 4) Register with NMCRIS
Deliverables	CONTRACTOR will submit: 1) Progress Report #1 & Invoice #1 in the amount of \$X,XXX 2) Draft of exhibits and brochure
On or before August 31, 2014	
Milestones	CONTRACTOR will: 1) Complete Building brochure, print brochure 2) Install window interpretive exhibits
Deliverables	CONTRACTOR will submit: 1) One (1) digital and three (3) hardcopies brochure 2) Progress Report #3
On or before September 15, 2014	
Milestones	CONTRACTOR will: 1) Prepare and submit final project and completion reports and NIAF form 2) Submit final newsletter article (300-500 words) with photographs
Deliverables	CONTRACTOR will submit: 1) Final project and completion reports 2) NIAF form 3) Newsletter Article 4) Final Invoice for Remaining Grant Amount

APPENDIX XI: CONFLICT OF INTEREST REQUIREMENTS

STATE AND FEDERAL LAWS. Contractor will comply with all 1) federal laws and policies and 2) state laws and policies with regard to conflict of interest.

1. Federal Conflict of Interest Requirements (see *HISTORIC PRESERVATION FUND GRANTS MANUAL*, Chapter 3).

- a. Policy. No person (see definition below) will participate in the selection, award or administration of any HPF-assisted program, activity, subgrant, Grant Agreement or subcontract if a conflict of interest, real or apparent, exists. Nor shall a person participate through approval, disapproval, recommendation, or other decision concerning any Federal Preservation Tax Incentive Certification, National Register Nomination, or Review and Compliance case if such conflict, real or apparent, exists.

No person will engage in outside employment or have any direct or indirect financial interest that conflict or would appear to conflict with the fair, impartial, and objective performance of officially assigned duties and responsibilities for administration of the HPF program. Employees or agents (i.e., persons authorized to represent the SHPO organization or to perform in an official capacity for it) will neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors, potential contractors, or parties to potential or actual HPF grant awards.

- b. Personal Gain. No person shall use his/her position for the actual or apparent purpose of private gain other than payment for service rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
- c. Conveyance of Information. No person shall convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
- d. Teaching/Lecturing/Writing. A contractor that is a consultant shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grantee, except when that information has been made available to the general public or will be made available upon request, or when the SHPO gives written authorization for the use of non-public information on the basis that the use is in the public interest.
- e. Definitions.
- 1) "Person" means:
 - a) The State Historic Preservation Officer,
 - b) State Historic Preservation Staff,
 - c) Subgrantees or contractors paid in whole or part, by HPF funds or whose time salaries are used as allowable matching share,
 - d) Members of State Review Board(s) and/or separate Commission(s) which share 36 CFR 61 or HPF grant oversight responsibilities,
 - e) CLG commission members, agents, or staff, and
 - f) Employees, agents, partners, associates, or family members of those cited in this definition.
 - 2) A conflict of interest exists when a person may benefit (either through financial or personal gain) from the position a person holds with respect to the HPF-assisted program or may be unable to make impartial decisions or render impartial advice due to outside relationships or other activities with other persons as defined above. This applies to those persons who participate in or influence

the grant award decision making process, gain information not available to the general public, or provide oversight or administration of any aspect of the HPF grant program.

- 3) An apparent conflict of interest exists whenever circumstances are such that a person may appear to be in a position to benefit (either through financial or personal gain) for the position they hold with respect to the HPF-assisted program or may be unable to make impartial advice due to outside relationships or other activities with other persons who participate in or influence the grant award decision-making process, gain information not available to the general public, or provide oversight or administration of any aspect of the HPF grant program whether or not such a conflict actually exists. An apparent conflict of interest also exists when a person may appear to have unfair competitive advantage because of his/her relationship with the SHPO organization.

f. Declaring and Resolving Conflict of Interest

- 1) Nonvoting. When any person, as defined in subsection b. 1), above is involved in nonvoting situations such as Tax Act Certification or Review and Compliance decisions, and a real or apparent conflict of interest situation exists, the person involved must disclose the possible conflict and physically absent and recuse himself/herself from the decision-making process. The conflict shall be declared and documented in writing (by providing the name, date, and nature of the conflict) as soon as the situation becomes apparent but, at a minimum, before the issue or action for which the conflict exists is acted upon or brought to resolution. Those in a position to make a decision must be fully informed as to the possible interest of the persons involved. See i., below, regarding persons with a pattern of conflicts.
- 2) Voting (Review Board/Commission Meetings). When a real or apparent conflict of interest situation arises in the context of a voting situation, the member must disclose the possible conflict and physically absent and recuse himself/herself from the decision-making process (including presentations and discussion) and neither vote directly, in absentia, nor by proxy in that matter. The recusal and the reasons therefore must be recorded in the meeting minutes. Those in a position to make a decision must be fully informed as to the possible interest of the persons abstaining and recusing themselves. See i., below, regarding the persons with a pattern of conflicts.

- g. Written Procedures (Code of Conduct). SHPO maintains a written code with standards of conduct governing the performance of their employees engaged in the award and administration of contracts. This code in the definition above complies with subsection HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 3, section C.
- h. Procurement. Grant Agreement awards shall not be made to any person or firm who has developed or has drafted bid specifications, requirements, a statement of work, an invitation for bids, and/or a request for proposals for a particular grant-related procurement.
- i. Nepotism. State contractors will follow State laws in administering regulations governing nepotism in relation to employment, contracting, and the award of HPF grant assistance.
- j. Officials Not to Benefit. Contractor represents that no member of or delegate to Congress, or Resident Commissioner, will be admitted to any share or part of a contract, or to any financial benefit that may arise therefrom; but this provision will not be construed to extend to a Grant Agreement if made with a corporation for its general benefit.
- k. Corrupt Practices. The award and administration of NPS grants and of subagreements (contracts, subgrants, etc.) awarded by HPD will be accomplished free from bribery, graft, kickbacks, and other

corrupt practices. If HPD discovers such practices it shall pursue federal administrative or other legally available remedies to the extent appropriate.

No person, agency, or other organization may be employed or retained to solicit or secure a grant or contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee.

- i. Conflict of Interest Involving Current or Former Federal Employee(s). It is NPS and HPD policy that personal or organizational conflict of interest, or the appearance of conflict of interest, be prevented in the award and implementation of grants, including those to contractors and subgrantees, and in turn to their subcontractors which involve former and current federal employees in the award and implementation of grants, subgrants, etc. A conflict of interest will appear to exist when contractor/grantor assistance is awarded to or by a contractor and a current or former NPS employee participated in the pre-award process and benefits financially from the contract. Specific details are contained in 43 CFR 20.

The contractor will not use any federal funds or funds from other sources applied as matching share to pay a fee to, or travel expenses of, current employees of the federal government for consultant service, lectures, attending program functions, including HABS/HAER participation, or any other activities in connection with the award from NPS to HPD or any subagreement awarded under the grant awarded to HPD by NPS. Contractors are to consult with HPD when the appearance of such conflicts of interest arises.

This prohibition regarding federal employees is in accordance with 18 U.S.C. 209, which stipulates that federal employees whose employment has not terminated will not receive supplemental compensation for their services in their capacity as federal government employees. However, see exception for temporary limited employees in National Park Service HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 6, Section E.7.

- m. Violations. When there is a suspected violation of the conflict of interest policy or requirement, HPD will advise NPS of the matter, will pursue, at its discretion, available state or local legal and administrative remedies, will take appropriate remedial action with respect to any allegations or evidence coming to its attention, and will advise NPS of the ultimate disposition of any matter. Such violations may result in cost disallowances or other sanctions.

2. State Conflict of Interest Requirements. Contractor will comply, when applicable, with the provisions of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to 18 (1967, as amended through 2011) and the Financial Disclosure Act, NMSA 1978 sections 10-16a-1 to 8 (1993, as amended through 1997). The Grant Agreement includes a full statement of Contractor's obligations under the Governmental Conduct Act.

3. Unavoidable Conflict of Interest: The Resolution. In the event that a conflict of interest, as described above, cannot be avoided without frustrating the purposes of this Contract, the Contractor will submit to the HPD a full disclosure statement setting forth the details of such conflict of interest. In cases of unacceptable conflicts of interest, as determined in HPD's sole discretion, HPD reserves the right to terminate the Grant Agreement for cause, as provided in the main text of this Contract.

APPENDIX XII: PROTECTIVE COVENANTS AND PUBLIC ACCESS REQUIREMENTS

Covenants are required ONLY for Acquisition and Development projects. Section 102(a)(5) of the National Historic Preservation Act requires that owners of properties assisted by HPF grant funds agree to maintain such properties according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties* for at least a reasonable length of time following completion of the grant project. Protective covenants are used as the means of insuring compliance with this requirement of the Act. A sample of the covenant document that will be prepared by NMHPD and is included in this Appendix.

Purpose

The purpose of the covenant is to protect the historical integrity of the features, materials, appearance, workmanship, and environment that make the property eligible for listing in the National Register of Historic Places, and to prevent inappropriate, incompatible, and/or irreversible changes being made to the property and defeating the purpose of the grant-assisted project. This requirement is necessary to protect the public's interest in the property that has been assisted through the expenditure of public funds. Work may begin on the grant-assisted project before the covenant is executed; however, the covenant must be executed before the disbursement of any grant funds to the subgrantee and must be recorded with the deed so as to be passed on to the new owner(s) when the property is sold. See **Compliance** below for instructions on what the covenant requirements entail for property owners.

Length of the Covenant

- A five (5) year protective covenant is required when the HPF grant amount is \$25,000 or less.
- A ten (10) year protective covenant is required when the HPF grant amount is between \$25,000 and \$50,000.

Instructions for Executing the Covenant

There are a number of steps involved with executing the covenant, which must be encumbered on the deed of the property before any federal funds may be paid out as reimbursements on the project. Therefore, it is imperative that the subgrantee work diligently toward executing the covenant in order to insure that grant reimbursements may be made in a timely manner. Any delay in executing the covenant will definitely cause a delay in the disbursement of grant funds. **Note that although grant funds cannot be disbursed until the covenant has been executed and recorded, this does not prevent work from being initiated on the project.**

Please review the following steps, and contact NMHPD Grants Staff anytime you have questions about this process.

1. Refer to the deed of the project property to copy the "legal description" of the property. Forward this legal description of the property to the Grants Staff.
2. The Grants Staff will prepare the covenant document, similar to the Sample Covenant at the end of the Manual, and forward it to the Project Coordinator for review and approval. Please notify the Grants Staff by telephone, fax, letter, or e-mail to confirm that the covenant document is correct or to advise the Grants Staff of any errors.
3. Once confirmation is received that the covenant is correct, the Grants Staff will produce two (2) new copies of the document and will obtain the signature of the Deputy State Historic Preservation Officer. Once signed and notarized, both copies of the document will be sent to the Project Coordinator.
4. The Project Coordinator must get notarized signatures from the appropriate agent of the subgrantee organization and the building owner, and then must have the covenant legally encumbered on the deed of the property and recorded at the County Recorder's Office. Both copies of the covenant must be stamped by the County Recorder to indicate that the covenant has been recorded.
5. The Project Coordinator should keep one (1) copy of the fully executed covenant document with their project file and must forward the other copy to NMHPD Grants Staff. Once this copy of the fully executed and recorded covenant is received, the Grants Staff will be able to begin paying out the grant funds.

Covenant Monitoring

Each spring, the Grants Staff will mail a simple questionnaire about the condition of the property that was assisted with federal grant funds. The person(s) responsible for the property should complete the questionnaire, noting any issues or plans for alterations. If the contact person changes for a property, please notify NMHPD Grants Staff. These

questionnaires will be sent each year for the duration of the covenant (either five (5) or ten (10) years). Occasionally, NMHPD Staff will make unannounced site visits to the property in order to make inspection and verify compliance with the requirements of the covenant. Any observed problems or violations will be documented in writing and brought to the attention of the grant recipient and/or property owner.

Public Access Requirements

A public access requirement is a stipulation of every grant award and is intended to allow taxpayers the opportunity to view the work being performed with public funds.

- No additional public access is required when the grant-assisted project involves only exterior work and the structure is visible from a public right-of-way.
- No additional public access is required when the grant-assisted project involves interior work consisting only of upgrades to mechanical systems and the structure is visible from a public right-of-way.
- Public access to the grounds is required when the grant-assisted project involves only exterior work, but the structure is not visible from a public right-of-way. If the grounds are not already open to the public, access must be granted at least twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nondiscriminatory admission fees comparable to those levied at similar facilities in the area may be charged. Public notification of the dates and times of required access opportunities must be advertised in newspapers of general circulation in the local community for the duration of the covenant period.
- Public access to the inside of the building is required when the grant-assisted project involves work on interior features or finishes. If the building is not already open to the public, access must be granted at least twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nondiscriminatory admission fees comparable to those levied at similar facilities in the area may be charged. Public notification of the dates and times of required access opportunities must be advertised in newspapers of general circulation in the local community for the duration of the covenant period.

Compliance with Covenant Requirements

In addition to the general provisions of the protective covenant, property owners are required to:

- Request prior approval from NMHPD for any proposed work items or alterations to the property other than day-to-day maintenance. This may entail submitting some level of plans or specifications for the proposed work. Subgrantees are urged to call NMHPD Grants Staff and/or the Historical Architect to discuss proposed work items before submitting any formal written requests. A telephone conversation can help NMHPD Staff determine what level of planning documents and/or specifications need to be submitted with the formal written request for permission;
- Provide the required level of public access to the property;
- Return annual covenant monitoring questionnaires in a timely manner.

Note that NMHPD Grants Staff documents late submission of annual monitoring questionnaires and/or cases of failure to provide advanced request for approval of alteration activities. These instances will negatively affect the reputation of key project personnel and/or the subgrantee organization as a whole and will be considered when NMHPD Staff evaluates future grant applications.

Violation of the Covenant

The State of New Mexico is required by the National Park Service to enforce the provisions of protective covenants. In instances where the property owner undertakes changes to the property that violate the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the property owner will be required by NMHPD to return the property to its previous state. Any such work must be undertaken at the building owner's expense. If the property owner refuses, NMHPD will submit the matter to the New Mexico Attorney General's Office. Property owners cannot "buy" their way out of a covenant by repaying grant funds; they are legally bound to comply with the provisions of the protective covenant for the duration of the covenant's term.

SAMPLE COVENANT

This covenant is made **DATE**, by the **SUBGRANTEE**, hereafter referred to as the "Subgrantee" and in favor of the State of New Mexico acting through the State Historic Preservation Officer, hereafter referred to as the "Grantee" for the purpose of the **rehabilitation** of a certain Property known as the **PROPERTY NAME** located at **ADDRESS, CITY, COUNTY, New Mexico**, which is owned in fee simple by the Subgrantee and is listed in the National Register of Historic Places.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements and is known as the **PROPERTY NAME**. The property is more particularly described as follows:

LEGAL DESCRIPTION

In consideration of the sum of **\$00,000** and other valuable consideration in grant-in-aid assistance through the Grantee from the National Park Service, United States Department of the Interior, the receipt of which is hereby acknowledged, the Subgrantee hereby agrees to the following for a period of **five (5) or ten (10) years, expiring on DATE**:

1. The Subgrantee agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places.
2. The Subgrantee agrees that no visual or structural alterations will be made to the property without prior written permission of the Grantee.
3. The Subgrantee agrees that the Grantee, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this covenant are being observed.
4. The Subgrantee agrees that when the property is not clearly visible from a public right-of-way, or includes interior work assisted from Historic Preservation Fund grants, the property will be open to the public for the purpose of viewing the grant-assisted work not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. Nothing in this covenant will prohibit the Subgrantee from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The Subgrantee agrees to comply with Title VI of the Civil rights Act of 1964 [42 USC 2000 (d)], the Americans with Disabilities Act, and with Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the State Historic Preservation Office.

To comply with the Americans with Disabilities Act and with Section 504 of the Rehabilitation Act, when interior public access is required at least twelve (12) days per year and at other times by appointment, it is not required that a recipient make every part of the property accessible to and usable by disabled persons by means of physical alterations. That is, for public access periods, videos, slide presentations, and/or other audio-visual materials and devices should be used to depict otherwise inaccessible areas or features.

6. The Subgrantee further agrees that when the Property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation Fund grants are not visible from the public right-of-way, notification will be published in newspapers of general circulation in the community area in which the Property is located giving dates and times when the Property will be open. Documentation of such notice will be furnished annually to the State Historic Preservation Officer during the term of the covenant.
7. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant Agreement did not contain the particular part, term, or provision held to be invalid.

9. Subgrantee and Property Owner agree to notify the Grantee of a transfer of ownership or sale of the property should such transfer or sale occurs within the duration of the covenant.

[Add in Signature lines for the NMHPD, HPF Subgrantee, Building Owner (*if applicable*), and Notaries Public for each signatory are included in the FINAL covenant document but are not reproduced here.]

APPENDIX XIII: THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

Secretary's Standards for Rehabilitation

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for the 20% rehabilitation tax credit. The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.

The Standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Guidelines for Rehabilitating Historic Buildings

The Guidelines assist in applying the Standards to rehabilitation projects in general; consequently, they are not meant to give case-specific advice or address exceptions or rare instances. For example, they cannot tell a building owner which features of an historic building are important in defining the historic character and must be preserved or which features could be altered, if necessary, for the new use. Careful case-by-case decision-making is best accomplished by seeking assistance from qualified historic preservation professionals in the planning stage of the project. Such professionals include architects, architectural historians, historians, archeologists, and others who are skilled in the preservation, rehabilitation, and restoration of the historic properties.

The Guidelines on Sustainability for Rehabilitating Historic Buildings stress the inherent sustainability of historic buildings and offer specific guidance on "recommended" rehabilitation treatments and "not recommended" treatments, which could negatively impact a building's historic character. These Guidelines are also available as an interactive web feature.

From the National Park Service, October 24, 2014.

APPENDIX XIV: PUBLICATIONS REQUIREMENTS

1. Acknowledgements. Contractor will acknowledge 1) HPD and 2) federal support in its publications or public disseminations any printed, audio-visual, or electronic materials based on, or developed under, any activity supported by HPF grant funds as provided below.
 - a. Exclusions. Specifically excluded from the acknowledgement requirements for “publications” are:
 1. Internal documents required for administrative or operational purposes which have no public interest, or educational, scientific, or research value,
 2. Classified publications and materials otherwise marked against unauthorized disclosure,
 3. Tentative drafts such as preliminary planning reports that will appear later in revised or final form,
 4. All disclosure materials containing any description, specification, data, plan, or drawing of any unpatented invention upon which a patent application is likely to be filed unless an option by the Solicitor of the Department, or his duly authorized designee, has been rendered which finds that the interests of the federal government will not be prejudiced by the action called for in this section with regard to such disclosure materials. Accordingly, copies of these materials must be provided to HPD to provide to the National Park Service for forwarding to the Department’s Office of the Solicitor. HPD will notify the Contractor regarding disclosure after the National Park Service notifies HPD of the Solicitor’s opinion regarding disclosure of the material, and
 - 5.) HPD grant applications or contract or subgrant proposals, Final Project Reports, or End-of-Year reports pertaining to grant administrative or operational activities.
 - b. Acknowledgement of HPD Support. Contractor will place the following acknowledgement in any publication (such acknowledgement to appear prominently):

This project [is/was partially/entirely] funded by the Historic Preservation Division, State of New Mexico, 407 Galisteo Street, Suite 236, Santa Fe, NM 87501.
 - c. Acknowledgement of federal support. Contractor will place the following acknowledgement in any printed, audio-visual, or electronic materials based on or developed under, any activity supported by HPF grant funds (such acknowledgement to appear prominently). Only relevant portions of the required statement need to be applied, and should be used as appropriate depending on the content of the publication, *e.g.* if there is no mention of commercial products, then that part of the statement can be omitted.

The activity that is the subject of this [type of publication] has been financed [in part/entirely] with federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, [nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior].
2. Non-discrimination Statement. Contractor will place the following non-discrimination statement in any publication and in all audio-visual materials; this statement cannot be edited:

This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

3. Copies of Publications. The Grant Agreement stipulates the number of copies the Contractor must provide to HPD. A minimum of thirty-four (34) is required if the Contractor creates publications. A minimum of three copies for the NPS and thirty for the State of New Mexico State Library and one copy for HPD.
4. Publication Costs. Except for those documents excluded from the definition of publication above, HPD shall not reimburse expenses for publications unless it provided prior written approval. If Contractor sells publications during the project period, it may incur program income to do so. If program income results from the contract-assisted publication, Contractor must comply with the terms of the HISTORIC PRESERVATION FUND GRANTS MANUAL, Chapter 16.

APPENDIX XV: ACKNOWLEDGEMENT OF STATE AND FEDERAL FUNDING

ALL PRINTED MATERIALS

During the grant period, any brochures, flyers, posters, publications, technical reports, or other printed materials paid for with grant funds, or describing grant activities, must acknowledge the assistance of the state and federal government and include the Nondiscrimination Statement. The following text must be included in the acknowledgements:

This project has been funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund administered by the New Mexico Department of Cultural Affairs, Historic Preservation Division. The project received federal financial assistance for the identification, protection, and/or rehabilitation of historic properties and cultural resources in the State of New Mexico. However, the contents and opinions in this publication do not necessarily reflect the views of policies of the U.S. Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the U.S. Department of the Interior. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the interior prohibits discrimination on the basis of race, color, national origin, or disability in its federally assisted programs. If you believe that you have been discriminated against in any program, activity or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, U.S. Department of Interior, 1849 C Street, NW, Washington, D.C. 20240

Note that only the relevant portions of the required statement need to be included; for example, if there are no commercial products listed or mentioned then that part of the statement may be omitted. The non-discrimination language may not be omitted.

Websites

Websites that feature, reference, highlight, or summarize a project, program, or activity assisted with HPF funds must also include the above acknowledgement of state and federal assistance and nondiscrimination statement. Please check with NMHPD Grants Staff with questions for proper acknowledgement of materials included or posted on websites.

Project Signs

Development and pre-development projects require the posting of a project sign at the job site. The sign must be posted immediately following grant start-up and must be easily visible from a public right-of way. Failure to post the project sign will result in grant funds being frozen until the situation is corrected. Delays in posting the project sign may require the grant recipient to keep the sign posted for a specified period of time following the project end date. Signs must acknowledge federal grant assistance using the following wording:

The rehabilitation of (or preservation planning for) this property, which is listed in the National Register of Historic Places, has been funded in part by a matching grant-in-aid from the U.S. Department of the Interior, National Park Service, under provisions of the National Historic Preservation Act of 1966, as amended. This program is administered by the New Mexico Department of Cultural Affairs, Historic Preservation Division.

Note that NMHPD will deny reimbursements for projects that fail to make proper acknowledgement of federal grant support, the source of assistance, and the agency providing grant administration.

APPENDIX XVI: GRANT APPLICATIONS – EVALUATION AND SCORING

How Are Grant Recipients Selected?

The State Historic Preservation Officer (SHPO) will convene an application review committee (Grants Committee) made up of both fiscal and program staff from NMHPD who will consider the proposed scope of work, the project personnel, the plan to administer the project, the benefits of the proposed project to statewide preservation efforts, and the budget. The committee will rank applications in order of their scores for selection as grant recipients.

Grant Application Evaluation

A copy of the “Grant Application Score Sheet” used by the NMHPD Grants Committee follows this section. Each application will be reviewed and scored by two or more reviewers. The Project Narrative should briefly and concisely answer the following questions:

PROJECT SCOPE (50 points)

NEED (25 Points):

What historic preservation need(s) does this proposed project address?

Why is the proposed project a priority?

How will the proposed project benefit the community, the state, or the nation?

PROJECT ACTIVITIES (15 Points):

What activities will be carried out to complete the proposed project?

Who will be responsible for doing what?

Does the proposed project use the most efficient, cost-effective way of addressing preservation needs?

How will the public be involved in the project?

DELIVERABLES (10 Points):

How will the product(s) be made available to the public?

What product(s) will be derived from the project?

ADMINISTRATION (15 Points):

Do the Project Coordinator and/or key personnel meet The Secretary of the Interior’s Professional Qualifications Standards?

Are the personnel appropriate for achieving project objectives?

Is the time schedule realistic? Can the project be accomplished in the proposed grant period?

Has the project team demonstrated that they have sufficient experience to complete the project?

BUDGET (25 Points)

Are anticipated costs to accomplish project activities realistic, reasonable, and necessary?

Is the cost basis for the budget justified and documented?

What funding sources will be used for the match? Is the required match satisfied?

STATE PLAN (10 Points)

Which of the state plan goals and objectives does the project specifically meet? How? See New Mexico State Historic Preservation Plan, *Preserving the Enchantment: Sustaining New Mexico’s Cultural Heritage, 2017-2021* available in the *Grants Manual, Appendix II*.

TOTAL POINTS AVAILABLE – 100 POINTS

GRANTS SELECTION - SCORE SHEET

This is a sample of the score sheet used when evaluating grant applications.

APPLICANT: _____ TYPE OF PROJECT: _____

REVIEWER: _____ DATE: _____ OVERALL SCORE _____

PROJECT SCOPE (50 POINTS)

NEED Applicant has identified the historic preservation needs the proposed project will address. (10 points) _____

(25 points) Applicant has explained how the project is a priority. (5 points) _____

Applicant has explained how the proposed project will benefit the community, the state, and/or the nation. (10 points). _____

ACTIVITIES Applicant has described the activities that will be carried out using grant funds. (2.5 points). _____

(10 points) Applicant has identified the project roles and who will be responsible for project activities. (2.5 points) _____

Applicant has identified that the project is the most efficient and cost-efficient way to address the preservation need. (2.5 points) _____

Applicant has identified how the public will be involved in the project. (2.5 points) _____

DELIVERABLES Applicant has identified if and how the final products will be made available to the public. (7.5 points) _____

(15 points) Applicant has outlined what products that will be derived from the project. (7.5 points) _____

ADMINISTRATION (15 POINTS)

Applicant has demonstrated that the Project Coordinator and/or key personnel meet *The Secretary of the Interior's Professional Qualifications Standards*. (7.5 points) _____

Applicant has demonstrated that the project team is appropriate for achieving project objectives. (2.5 points) _____

Applicant has demonstrated that the time for the project is realistic and that the project can be accomplished in the allowable time. (2.5 points) _____

Applicant has demonstrated that the project team has sufficient experience to complete the project. (2.5 points) _____

BUDGET (25 Points)

Applicant has demonstrated that the anticipated costs to complete and accomplish the project are realistic, reasonable, and necessary. (10 points) _____

Applicant has demonstrated that the proposed project costs are justified and documented. (5 points) _____

Applicant has demonstrated the funding sources for the required match. (10 points) _____

STATE PLAN (10 POINTS)

Applicant has selected the State Plan Goals & Objectives that the project meets and has described how the project meets that goal or objective. (10 points) _____

TOTAL

Add up all numbers in far right column

Score applications based on the following scales:

SCALE	NOT AT ALL	NOT ADEQUATELY	GENERALLY TRUE	MOSTLY TRUE	ABSOLUTELY
2.5 Point	0	.75	1.5	2	2.5
5 Point	0	1	2-3	4	5
7.5 Point	0	1.5	3-4	5	7.5
10 Point	0	1-3	4-6	7-9	10
15 Point	0	1-5	6-9	10-14	15

APPENDIX XVII: PRESS RELEASES AND PUBLICITY STATEMENTS

NMHPD issues a press release listing all grant awards usually in the spring of the grant cycle. Subgrantees are encouraged to issue additional press releases of their own at appropriate times during the course of their work.

When publicizing the grant project it is important to include information pertaining to historical resources and government-sponsored preservation programs, as well as acknowledging the federal assistance from NMHPD and the Historic Preservation Fund program of the National Park Service. Wording of the acknowledgment should be as follows:

- This project has been funded in part by a grant from the U.S. Department of the Interior, National Park Service's Historic Preservation Fund administered by the New Mexico Department of Cultural Affairs, Historic Preservation Division.

Note that the additional federal information and wording required in all grant publications (listed in Appendix XV: Acknowledgment of State and Federal Assistance for HPF Grant Products) is not required in a press release.

Failure to provide proper acknowledgment of the funding source during the grant period may jeopardize funding. Action may be required to remediate such as re-issuance of a press release or other forms of communication or public notification.

APPENDIX XVIII: HOW TO APPLY ELECTRONICALLY

HOW TO APPLY ELECTRONICALLY

For all Grants Programs the New Mexico Historic Preservation Division will be accepted applications electronically. **ZIP FILES WILL NOT BE ACCEPTED.** The deadline for grant applications may be found in the grant announcement.

Steps to Apply Electronically:

1. Review the Grants Application Checklist, See Exhibits A-2 to ensure that you have completed all of the required application documents.
2. Complete the required Grant Application Forms, Project Narrative, Project Schedule, and Project Budget, and other grant forms. Forms are available for download on the NMHPD website [here](#).
3. Save each of the documents to your own computer. (If your grant is chosen, the forms (Narrative, Schedule, Budget) will be used to draft the Grant Agreement).
4. Organize the files and supporting documentation, including resumes into one PDF file. **ZIP FILES WILL NOT BE ACCEPTED.** Applications will be reviewed only if they are complete – all required forms and supporting documents (including resumes and SOI Professional Qualifications Certification) must be included. Be sure to review the Grants Application Checklist, Exhibits A-2.
5. The State of New Mexico's email system will NOT accept files that exceed 20 megabytes. If your application is less than 20 mb in size, email it to the Grants Coordinator, subject line "GRANTS APPLICATION", at karla.mcwilliams@state.nm.us
6. If your application exceeds 20mb in size, email the Grants Coordinator at karla.mcwilliams@state.nm.us, subject line "GRANTS APPLICATION >20". The Grants Coordinator will register your email on the State's FTP site and you will receive an invitation to send the application via the FTP site.
7. Again, do not send ZIP files, they will not be accepted, and will be rejected by the State's email/FTP sites.
8. A confirmation email will be sent to you from the Grants Coordinator. Your application has NOT been received if you do not receive a confirmation email. All application materials must be included for your application to be considered complete.

If you are not able to apply electronically, a hard copy of the application will be accepted. Applications must be received before the deadline.

If you have questions regarding your grants application, please contact the Grants Coordinator, Karla McWilliams at 505-827-4451 or karla.mcwilliams@state.nm.us

EXHIBITS A

FORMS: GRANT APPLICATION FORMS

2015 GRANT APPLICATION FORM

GENERAL INFORMATION

APPLICANT: _____ COUNTY: _____

APPLICATION FOR: (grant type, select only one) Certified Local Government Grant Historic Preservation Grant

GRANT OVERSIGHT

Project Coordinator: _____ Title: _____

Organization Name: _____

Address, City, State, Zip: _____

Phone: _____ Email: _____

FUNDING REQUEST

Federal \$ (grant funds) requested: \$

PROJECT TYPE

- NR/SR Nomination / Listing Revision
- Planning
- Survey
- Preservation Education & Outreach
- Other _____
- Publication of Materials
- Historic/Archaeological Research
- Construction, Restoration, Rehab & Stabilization
- Information Management/Information Technology

SIGNATURE

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature _____ Date _____

2015 NMHPD GRANT APPLICATION CHECKLIST

Include a completed checklist in the grant application package. Include documents below as shown in order listed.

Is this an application for a Historic Preservation Grant or a CLG Grant?

HP Grant

CLG Grant

CHECKLIST FOR GRANT APPLICATION DOCUMENTS:

- Grant Application. Applicants must use the application form template provided in Microsoft Word.
- Project Narrative. See application for directions on how to complete the narrative.
- Project Budget. Budget format must use the excel worksheet provided.
- Project Schedule. Schedule format must use the word worksheet provided.
- Additional documents. Below is a suggested list, your project may or may not include these:
 - Applicable Maps for Survey Projects
 - Photographs of Subject Property/Properties
 - Significance Statement for NR/SR Nomination Proposals
 - Other documents that support grant application
- Resumes of Project Coordinator, Key Personnel & Volunteers who will work on the project
(resumes must be submitted with each application even though key personnel may have a history of working with NMHPD)
- Key Personnel Certifications – Certification of *The Secretary of the Interior's Professional Qualifications Standards*
- Certification of Professional & Conformance
- Assurances – Non-Construction Programs

DEADLINE:
Monday, January 5, 2015
5:00 p.m.

Submit **ONE** digital copy of application materials – see instructions on **How to Apply electronically**
 OR

Submit **ONE** hard copy of application materials to:

New Mexico Historic Preservation Division, ATTN Grants Coordinator
 407 Galisteo Street, Suite 236
 Santa Fe, New Mexico 87501

Faxed Applications will not be accepted
 Postmarked applications will not be accepted if not delivered by January 5, 2015.

EXHIBITS A - 3: PROJECT BUDGET FORM

A Project Budget Form is located on the grants page of the NMHPD website. Please download and use the form, in Microsoft Excel format. Directions to develop the budget may be found in Appendix VIII.

APPENDIX B: PROJECT BUDGET					
Name of Project					
	<i>Units</i>	<i>Rate</i>	TOTAL	HPD	MATCH
PROJECT COORDINATOR					
<i>Name</i>	15	\$40.00	\$600.00	\$360.00	\$240.00
			Subtotal	\$600.00	\$360.00
PRINCIPAL SALARIES					
<i>Name, Role</i>	10	\$65.00	\$650.00	\$390.00	\$260.00
<i>Name, Role</i>	30	\$35.00	\$1,050.00	\$630.00	\$420.00
<i>Name, Role</i>	40	\$25.00	\$1,000.00	\$600.00	\$400.00
			Subtotal	\$2,700.00	\$1,620.00
MILEAGE					
<i>Name, Role</i>	150	0.45	\$67.50	\$40.50	\$27.00
<i>Name, Role</i>	75	0.45	\$33.75	\$20.25	\$13.50
<i>Name, Role</i>	150	0.45	\$67.50	\$40.50	\$27.00
			Subtotal	\$168.75	\$101.25
PER DIEM					
<i>Name, Role</i>	40	85	\$3,400.00	\$2,040.00	\$1,360.00
<i>Name, Role</i>	10	85	\$850.00	\$510.00	\$340.00
<i>Name, Role</i>	5	85	\$425.00	\$255.00	\$170.00
			Subtotal	\$4,675.00	\$2,805.00
MISCELLANEOUS					
<i>Supplies (list supplies here)</i>			\$500.00	\$300.00	\$200.00
			Subtotal	\$500.00	\$300.00
DELIVERABLES - PRODUCTION					
<i>Printing</i>			\$500.00	\$300.00	\$200.00
<i>CD/DVD/Jump Drive</i>			\$200.00	\$120.00	\$80.00
<i>Mailing</i>			\$385.00	\$231.00	\$154.00
			Subtotal	\$1,085.00	\$651.00
			PROJECT TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS			\$9,728.75	\$5,837.25	\$3,691.50
<i>Historic Preservation Grants are matched 40/60; thus the match should be 40% of the project total</i>					
<i>CLG Grants are matched 50/50; thus the match should be 50% of the project total</i>					

EXHIBITS A - 4: PROJECT SCHEDULE FORM

A Project Schedule Form is located on the grants page of the [NMHPD website](#). Please download and use the form, in Microsoft Word format. Directions to develop the budget may be found in Appendix VIII.

2015 GRANT APPLICATION

GRANT SCHEDULE

NAME OF PROJECT
Name of Applicant

SCHEDULE, MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before Date, 2015	CONTRACTOR will: 1) Do this 2) And this 3) And this	CONTRACTOR will submit: 1) This Item 2) This Item 3) This Item 4) This Item
On or before Date, 2015	CONTRACTOR will: 1) Do this 2) And this 3) And this	CONTRACTOR will submit: 1) This Item 2) This Item 3) This Item
On or before Date, 2015	CONTRACTOR will: 1) Do this 2) And this 3) And this	CONTRACTOR will submit: 1) This Item 2) This Item 3) This Item 4) This Item
On or before Date, 2015	CONTRACTOR will: 1) Do this 2) And this 3) And this	CONTRACTOR will submit: 1) This Item 2) This Item 3) This Item
On or before Date, 2015	CONTRACTOR will: 1) Do this 2) And this 3) And this	CONTRACTOR will submit: 1) This Item 2) This Item 3) This Item

Blank GRANT SCHEDULE FORM - to complete, be sure to:

1. Change the "NAME OF PROJECT" at the top to reflect the name of the grant project.
2. Change "NAME OF APPLICANT" to reflect the name of the applicant for the grant.
3. Under "Milestones" add in what the contractor (grant recipient) will be doing at each step, e.g., Contractor will conduct measured drawings, or Contractor will Assemble historical data.
4. Under "Deliverables" add in what deliverables the Contractor will be submitting as part of the grant project, e.g. Contractor will submit Draft brochure, Contractor will submit Draft NRHP nomination.
5. Also Under "Deliverables" be sure to include Progress Reports #1, #2, and #3 (at a minimum); and Invoices #1, #2, and Final – e.g., Invoice 1 (1/3 of grant amount); Invoice 2 (1/3 of grant amount) and Final Invoice (remainder of grant amount)
6. Under "Date", change the dates to reflect a reasonable project schedule for the grant project – remember that the final date of the grant schedule cannot me any later than September 30, 2015.
7. Add in additional lines or delete lines to reflect a project schedule that is reasonable for your project.
8. Please do not alter the formatting or font.
9. Are you finished? Delete this text and print and include in the Grant Application. Save the file as a separate word file. If awarded a grant, HPD will require that you send the Project Schedule so that it can be included in the Grant Agreement.

EXHIBITS A - 5: PROJECT NARRATIVE - FORM

This form, a Microsoft Word file, is available on the [NMHPD Grants](#) and [CLG Grants](#) Pages.

2015 GRANT APPLICATION

PROJECT NARRATIVE

PROJECT NAME: Fill in Project Name

APPLICANT: Fill in Applicant Name

Project Narrative Text goes here.
Feel free to use additional pages, as necessary.
Font must be Times New Roman, 12 pt.

If awarded a grant, these two forms will be required as part of the grant agreement. These will be included for signature in the Grant Agreement and must be signed by the Project Coordinator.

Assurances—Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of

project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

01-2010
June 1999
(This form replaces FI-1963, FI-1964,
DI-1925, DI-1926 and DI-1988)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
April 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1992)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1984,
DI-1986, DI-1986 and DI-1993)

EXHIBITS A - 7: TRIP COST ESTIMATE

Below is an example of a “Trip Cost Estimate” which should be included with an application for a conference or training where travel is required.

**GRANTS TO CERTIFIED LOCAL GOVERNMENTS
GRANT ANNOUNCEMENT ADDENDUM**

APPLICATION FOR TRAINING & TRIP COST ESTIMATE

Name:

CLG Community:

Position:

Address:

Email:

Work Phone:

Cell Phone:

Attending:

TRIP COST ESTIMATE		ESTIMATE 1	ESTIMATE 2	ESTIMATE 3
FLIGHT Albuquerque to Des Moines	Airline/Agency Cost	United/united.com \$349.50	United/Kayak \$375.00	American/Travelocity \$335.00
HOTEL	#of nights Rate Tax 4 \$130.00 \$57.20	\$577.20	\$577.20	\$577.20
TRANSPORTATION	airport to conference x 2	\$18.00	\$18.00	\$18.00
PER DIEM	#of days Rate 4 \$45.00	\$180.00	\$180.00	\$180.00
REGISTRATION	conference registration	\$225.00	\$225.00	\$225.00
AIRPORT PARKING	# of days Rate 4 \$9.00	\$36.00	\$36.00	\$36.00
MILEAGE to/from Airport	# of miles Rate x2 60 \$0.45 \$54.00	\$54.00	\$54.00	\$54.00
TRIP COST ESTIMATES		\$1,439.70	\$1,465.20	\$1,425.20

EXHIBITS A - 8: THE SECRETARY OF THE INTERIOR'S PROFESSIONAL QUALIFICATIONS STANDARDS

Each of the members of the project team must complete the applicable SOI Professional Qualifications Standards form and include it with the Grant Application.

Following are Certification forms for the professional disciplines of historian, Architectural Historian, Architect, Historic Architect, Prehistoric Archeologist, Historic Archeologist, Historic Landscape Architect, and Curator.

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

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

Alternative B

MA/Phd in History

BA in History

Or

Or

MA/Phd in CRF

BA in CRF

(specify field)

(specify field)

and

and

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

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

and

and

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

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

(specify)

(specify)

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

ACADEMIC BACKGROUND FOR HISTORIAN

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

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

APPLYING THE STANDARD FOR HISTORIAN

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

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

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

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

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

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

MA/Phd in Architectural History

or

MA/Phd in Art History, Historic Preservation or CRF

(specify field)

and

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

and

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

(specify)

Alternative B

BA in Architectural History

Or

BA in Art History, Historic Preservation or CRF

(specify field)

and

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

and

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

(specify)

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

ACADEMIC BACKGROUND FOR ARCHITECTURAL HISTORIAN

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

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

APPLYING THE STANDARD FOR ARCHITECTURAL HISTORIAN

DOCUMENTING PROFESSIONAL EXPERIENCE

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

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

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

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

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

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

Alternative B

- State license to practice architecture

- (specify state(s))

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

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

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

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

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

(specify)

Alternative C

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

Alternative B

- State license to practice architecture

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

(specify)

And

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

specify

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

ACADEMIC BACKGROUND FOR HISTORIC ARCHITECT

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

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

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

APPLYING THE STANDARD FOR HISTORIC ARCHITECT

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

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

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

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

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Prehistoric Archeology Qualifications

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

- MA/MS or PhD in Archeology or Anthropology or CRF with a specialization in Prehistoric Archeology or a graduate degree in Archeology with a specialization in Prehistoric Archeology, or a graduate degree in a closely related field

(specify field)

and

- At least two and a half years full-time professional experience or equivalent specialized training in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the US and its Territories

with

- At least six months must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist.

and

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

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

ACADEMIC BACKGROUND FOR ARCHEOLOGIST

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

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

APPLYING THE STANDARD FOR ARCHEOLOGIST

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

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

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

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

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

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

Professional Qualifications (36 CFR Part 61) CERTIFICATION
Historical Archeology Qualifications

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

- MA/MS or PhD in Anthropology with a specialization in Historical Archeology, or a graduate degree in Archeology with a specialization in Historical Archeology, or a graduate degree in a CRF

(specify field)

and

- At least two and one half year full-time professional experience or equivalent specialized training applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic archeological properties in the US and its Territories (attach explanation)

with

- At least six months must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist.

and

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

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

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

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

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

(specify)

Alternative C

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

(specify)

Alternative B

- State license to practice Landscape Architecture

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

(specify)

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

ACADEMIC BACKGROUND FOR HISTORIC LANDSCAPE ARCHITECT

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

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

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

APPLYING THE STANDARD FOR HISTORIC LANDSCAPE ARCHITECT

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

Cultural landscapes include historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

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

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

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

Professional Qualifications (36 CFR Part 61) CERTIFICATION

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

NAME: _____

PROJECT ROLE: _____

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

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

Alternative A

MA/Phd in Museum Studies or CLR

and

Two years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the US and its Territories

and

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

(specify)

Alternative B

BA in Museum Studies or CLR

and

Four years full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the US and its Territories

and

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

(specify)

To meet the standards in this discipline you must be able to check either a big box or a big circle, and check all the smaller boxes under that alternative. One year = 12 months. Full-time = 35-40 hours per week. A year of professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent period. CRF = Closely Related Field; field closely related to this or other discipline in historic preservation (American Studies, Anthropology, Archeology, Art History, Archival or Library Science, History, Biology, Botany, Chemistry, Physics, Engineering, Geology, Zoology, and other similar fields of study, depending upon the nature of the collections to be curated.). Coursework should be evaluated if discipline itself is not always or obviously related.

ACADEMICBACKGROUNDFORCURATOR

Closely related fields: A degree program called Museum Studies in one academic institution might be called Museum Science or Museology in another institution. Since Curators often specialize in particular disciplines, those fields of study would be relevant provided that theoretical as well as hands-on training was also obtained in museum methods and techniques, including collections care and management. Examples of relevant fields could include American Studies, Anthropology, Archeology, Art History, Archival or Library Science, History, Biology, Botany, Chemistry, Physics, Engineering, Geology, Zoology, and other similar fields of study, depending upon the nature of the collections to be curated.

Discipline specializations: Professional Curators tend to be specialists in a particular academic discipline relevant to the collections held by their institution or museum, which could include, for example, 19th-century Hudson Valley School paintings, Southwest Pueblo pottery, Civil War military uniforms, site-specific archeological materials, or natural history specimens.

APPLYING THE STANDARD FOR CURATOR

Documenting professional experience: A professional Curator typically has experience in managing and preserving a collection according to professional museum and archival practices. Cultural training should involve experience with the chemical and physical properties of material culture, as well as practical and legal aspects of health and safety, an understanding of climate control systems, security, and conservation methods. The Curator is directly responsible for the care and academic interpretation of all objects, materials, and specimens belonging to or lent to the museum; recommendations for acquisition, de-accession, attribution and authentication; and research on the collections and the publication of the results of that research. The Curator also may have administrative and/or exhibition responsibilities.

Products and activities.

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

- Exhibit catalogs and other scholarly reports.
- Field or laboratory work that demonstrates ability to conserve, document, or interpret archeological, archival, or material culture objects or collections.
- Plans or finding aids for the preservation or documentation of museum collections.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the care and treatment of archeological, archival, or material culture objects or collections.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to the care and treatment of archeological, archival, or material cultural objects or collections.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the care and treatment of archeological, archival, or material culture objects or collections.
- Awards, research grants, research fellowships, or invitations to teaching posts.

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

EXHIBITS B
FORMS: GRANT REPORTING FORMS
(DURING GRANT AND FOR GRANT CLOSE OUT)

EXHIBITS B - 2: REQUEST FOR REIMBURSEMENT - FORM

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Excel format. Directions follow on how to complete the Request for Reimbursement.

1. Download the Microsoft Excel-formatted form from the NMHPD Grants website, link above.
2. Save the file on your own computer. Feel free to edit the Excel file as required for your project.
3. Review the Request for Reimbursement Form Examples that follow these directions.
4. Insert today's date, project name, and grant number.
5. Complete the section for Reimbursable Costs
 - a. For each entry under Reimbursable Costs, fill in the total amount and the portions of that total that is to be applied to the HPD grant and to the match.
 - b. For salaries, list each person's name that is requested for being paid by this Reimbursement Request.
 - c. Add in Fringe Benefits, if applicable, if not, delete that row.
 - d. Add in Travel Mileage with the person's name and total mileage costs. If not applicable, deleted that row.
 - e. Add in Contractual Services, if applicable.
 - f. Add in Supplies & Materials, if applicable.
 - g. Add in Other Reimbursable Costs, if applicable.
6. Complete section for Non-Reimbursable Costs
 - a. Add in items under Donated Services/Labor. For each person that provided volunteer services, list their name here.
 - b. Add in Donated Supplies & Materials, if applicable.
 - c. Add in Costs for Donated Space, if applicable.
 - d. Add in Other Non-Reimbursable Costs, if applicable.
7. Use the Total HPD Share of all of the items under Reimbursable Costs to fill in the blank next to "Reimbursement Request". This is the amount that you are requesting for reimbursement from HPD.
8. Print out the form.
9. Have the Project Coordinator sign and date the form in **BLUE INK**.

EXHIBITS B - 2: REQUEST FOR REIMBURSEMENT – FORM – BLANK

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Excel format.

**New Mexico Historic Preservation Division
Request for Reimbursement Form (formerly the Cost Summary Form)**

Date: Insert Date

Project Name: Insert Project Name

Grant #: Insert Grant #

REIMBURSABLE COSTS	Name or item here	Total Amount	HPD Share	Match Share
		Total \$	HPDS	Match \$
Salaries		\$0.00	\$0.00	\$0.00
Fringe Benefits		\$0.00	\$0.00	\$0.00
Travel Mileage		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Supplies & Materials		\$0.00	\$0.00	\$0.00
Other Reimbursable Costs		\$0.00	\$0.00	\$0.00
	TOTAL REIMBURSABLE	\$0.00	\$0.00	\$0.00
NON-REIMBURSABLE COSTS				
Donated Services/Labor		\$0.00	\$0.00	\$0.00
Donated Supplies & materials		\$0.00	\$0.00	\$0.00
Donated Space		\$0.00	\$0.00	\$0.00
Other non-reimbursable costs		\$0.00	\$0.00	\$0.00
	TOTAL NON-REIMBURSABLE	\$0.00	\$0.00	\$0.00

REIMBURSEMENT REQUEST: _____ *

I hereby certify to the best of my knowledge that all costs claimed above are correct, that all costs claimed are for appropriate purposes and conditions of the grant agreement, and that they have not been nor will be claimed as reimbursable costs through other sources aside from the provide of the matching share for this project.

Project Coordinator Signature

Date

* Note: To request reimbursement, this form is required and is to be accompanied by an invoice on the Project Organization's letterhead. See NM Grants Manual for more information

**New Mexico Historic Preservation Division
Request for Reimbursement Form (formerly the Cost Summary Form)**

Date: September 15, 2014

Project Name: NR Nomination for Great Building

Grant #: #XX-XX-XXXXX.XX

REIMBURSABLE COSTS	Name or Item here	Total Amount	HPD Share	Match Share
		Total \$	HPD\$	Match \$
Salaries	Nancy Drew	\$500.00	\$250.00	\$250.00
	Janie Smith	\$750.00	\$250.00	\$500.00
	Bobby Brady	\$300.00	\$250.00	\$50.00
	Danny Partridge	\$1,200.00	\$900.00	\$300.00
Travel Mileage	Danny Partridge - 120 miles	\$54.00	\$54.00	\$0.00
	Bobby Brady - 300 miles	\$135.00	\$135.00	\$0.00
Supplies & Materials	Photographs	\$100.00	\$100.00	\$0.00
	Copies	\$75.00	\$75.00	\$0.00
TOTAL REIMBURSABLE		\$3,114.00	\$2,014.00	\$1,100.00

NON-REIMBURSABLE COSTS				
Donated Services/Labor	Susie Smith	\$300.00	\$0.00	\$300.00
	John Watson	\$400.00	\$0.00	\$400.00
	Sam Bush	\$300.00	\$0.00	\$300.00
Donated Supplies & materials	Copies at Historical Society	\$15.00	\$0.00	\$15.00
Donated Space	Meeting Room for Conference	\$75.00	\$0.00	\$75.00
TOTAL NON-REIMBURSABLE		\$1,090.00	\$0.00	\$1,090.00

REIMBURSEMENT REQUEST: \$2,014.00 *

I hereby certify to the best of my knowledge that all costs claimed above are correct, that all costs claimed are for appropriate purposes and conditions of the grant agreement, and that they have not been nor will be claimed as reimbursable costs through other sources aside from the provide of the matching share for this project.

Project Coordinator Signature

Date

* Note: To request reimbursement, this form is required and is to be accompanied by an invoice on the Project Organization's letterhead. See NM Grants Manual for more information

**New Mexico Historic Preservation Division
Request for Reimbursement Form (formerly the Cost Summary Form)**

Date: September 15, 2014

Project Name: CLG Grant to Town of Someplace, NM for Feasibility Study

Grant #: #XX-XX-XXXXX.XX

REIMBURSABLE COSTS	Name or Item here	Total Amount	HPD Share	Match Share
		Total \$	HPD\$	Match \$
Salaries	Jim Smith, Planner	\$500.00	\$250.00	\$250.00
	Anne McCormick, Preservation	\$300.00	\$250.00	\$50.00
Contractual Services	Frida Kahlo, Architect	\$2,000.00	\$1,500.00	\$500.00
	Herman Munster, Engineer	\$4,000.00	\$2,000.00	\$2,000.00
Supplies & Materials	Photographs	\$100.00	\$100.00	\$0.00
	Copies	\$75.00	\$75.00	\$0.00
TOTAL REIMBURSABLE		\$6,975.00	\$4,175.00	\$2,800.00

NON-REIMBURSABLE COSTS

Donated Services/Labor	Susie Smith	\$300.00	\$0.00	\$300.00
	John Watson	\$400.00	\$0.00	\$400.00
	Sam Bush	\$300.00	\$0.00	\$300.00
Donated Space	Meeting Room for Conference	\$75.00	\$0.00	\$75.00
Other Non-Reimbursable Costs	Lunch for 20 At Meeting	\$250.00	\$0.00	\$250.00
TOTAL NON-REIMBURSABLE		\$1,325.00	\$0.00	\$1,325.00

REIMBURSEMENT REQUEST: \$4,175.00 *

I hereby certify to the best of my knowledge that all costs claimed above are correct, that all costs claimed are for appropriate purposes and conditions of the grant agreement, and that they have not been nor will be claimed as reimbursable costs through other sources aside from the provide of the matching share for this project.

Project Coordinator Signature

Date

* Note: To request reimbursement, this form is required and is to be accompanied by an invoice on the Project Organization's letterhead. See NM Grants Manual for more information

EXHIBITS B - 3: INVOICE – FORM SAMPLE

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Excel format. Use this form to create your own invoice. The amount due should match the amount shown on the Request for Reimbursement Form and both forms should be submitted when requesting reimbursement.

LETTERHEAD

SAMPLE INVOICE

INVOICE NUMBER: Insert your invoice number
INVOICE DATE: **Insert Date**
GRANT #: **#XX-XX-XXXXX.XX**
PURCHASE ORDER #: 50500-00000**XXXXX**
BILL TO: State of New Mexico, Department of Cultural Affairs
Historic Preservation Division
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
AMOUNT DUE: **\$ XXXXXX**

Thank you.

Signature

NOTE:

- Make sure signature is in **BLUE INK**
- This invoice form must be accompanied by a Request for Reimbursement Form.

EXHIBITS B - 5: SUBGRANT COMPLETION & CLOSEOUT - FORM

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Word format.

**NEW MEXICO HISTORIC PRESERVATION DIVISION
CONTRACT/SUBGRANT COMPLETION & CLOSEOUT CERTIFICATION**

Contract/Subgrant Title: Grant Title Here

Contract/Subgrant Number: #XX-XX-XXXX.XX

Certification must be submitted along with a narrative completion report with the following information:

- A summary of the methodology used in the project and a schedule describing the type and sequence of work activities undertaken.
- A bibliography of all research materials, public records, persons, or other sources of information utilized in the conduct of work activities. This may be omitted if complete bibliographic information is included in the National Register Nomination form or in an intensive survey report.
- A short analysis of the success or failure of the objectives of the project, including any pertinent comments on public impact, any problems encountered during the contract/subgrant work, and any suggestions that may be helpful to NMHPD in future historic preservation projects.
- Other information, such as the numbers of properties inventoried or nominated, as required by NMHPD.

Deliverables: Insert Deliverable name here

I have reviewed the deliverable items listed above and appearing in the CONTRACT/SUBGRANT and hereby certify that these items have been completed and delivered to the Historic Preservation Division, as required by the above-referenced CONTRACT/SUBGRANT. I affirm and certify that these deliverable items conform to and/or comply with the terms of the CONTRACT/SUBGRANT.

Signed: _____ Date: _____
CONTRACTOR/SUBGRANTEE

I have reviewed the deliverable items listed above and appearing in the CONTRACT/SUBGRANT and hereby certify that these items have been completed and delivered to the Historic Preservation Division, as required by the above-referenced CONTRACT/SUBGRANT. I affirm and certify that these deliverable items conform to and/or comply with the appropriate and applicable provision of 1) the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 2) the Secretary of the Interior's Standards for Historic Preservation Projects, 3) the Historic Preservation Fund Grants Manual, and 4) the terms of the CONTRACT/SUBGRANT.

Signed: _____ Date: _____
AUTHORIZED REPRESENTATIVE OF HPD

EXHIBITS B - 6: FINAL PROJECT REPORT - FORM

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Word format.

**NEW MEXICO HISTORIC PRESERVATION DIVISION
FINAL PROJECT REPORT**

PROJECT NAME: Grant Title Here

GRANT NUMBER: #XX-XX-XXXXX.XX

PRINCIPAL INVESTIGATOR Enter Name Here

DATE OF REPORT: Enter Date

- a) The scope of work as originally planned was:
Type here

- b) The following changes were made to the scope of work:
Type here

- c) The following amendments with dates and reason for amendment were made to this project:
Type here

- d) The following is a brief description of total expenditures on this project, including HPD share, matching share, and total project costs.
Type here

- e) The following explains the differences between originally planned costs and actual costs.
Type here

Prepared by: Subgrantee Date: _____

EXHIBITS B - 7: MATCH REPORT - FORM

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Word format.

NEW MEXICO HISTORIC PRESERVATION DIVISION
SUGGESTED FORMAT OF LETTER of VERIFICATION OF CASH MATCH
(To be prepared on official letterhead of the SUBGRANT recipient)

Now comes _____, who deposes and says under oath:

I, _____ as _____
(full name) (full title)

am the legal representative of the _____ and do verify that
(full name of the SUBGRANT recipient)

the following cash match is presently available:

Cash: \$ _____
Source: \$ _____

Signed: _____
Title: _____
Date: _____

Subscribe and Sworn to before me by _____ this _____ day of _____, _____

Notary Public

My commission expires:
Date _____

EXHIBITS B - 9: DONATED ITEMS - FORM

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Word format.

**NEW MEXICO HISTORIC PRESERVATION DIVISION
DONATED MATERIALS/DONATED SPACE/ DONATED EQUIPMENT USE FORM**

CONTRACTOR: Contractor Name Here
PROJECT TITLE: Grant Title Here
GRANT NUMBER: #XX-XX-XXXXX
DATE: Enter Date
DONORS: Enter Donor Names here and in each entry below

Value of Donated Material. List Material donated, date of donation, current fair market value and basis of donation.
Type here

Value of Donated Material. List Material donated, date of donation, current fair market value and basis of donation.
Type here

Value of Donated Material. List Material donated, date of donation, current fair market value and basis of donation.
Type here

Value of Donated Equipment Use. List Date, type and size of equipment, total hours of use, hourly rate, value of donation (hours of use x hourly rate)
Type here

Value of Donated Equipment Use. List Date, type and size of equipment, total hours of use, hourly rate, value of donation (hours of use x hourly rate)
Type here

TOTAL VALUE OF DONATION \$XXXX

Prepared by: Subgrantee Date: _____

EXHIBITS B - 10: POST TRIP REPORT

This form may be found on the NMHPD Grants page, [here](#) in Microsoft Word format.

POST TRIP REPORT

CLG Community: _____

Conference Attendee Name: _____

Name of Training/Conference: _____

CONFERENCE OVERVIEW
(Provide a Conference Overview)

Conference Overview
Provide a conference overview here. Include information about the conference in general, what you learned, etc.

Sessions Attended
(List each session below and provide information about the session; copy and paste table sections to add to list more sessions):

Session 1 Title:	
Description:	
Information:	

Session 2 Title:	
Description:	
Information:	

Session 3 Title:	
Description:	
Information:	

Session 4 Title:	
Description:	
Information:	

Session 5 Title:	
Description:	
Information:	

Session 6 Title:	
Description:	
Information:	

(copy and paste tables to add more for more sessions attended)

POST TRIP REPORT

CLG Community: _____
 Conference Attendee Name: _____
 Name of Training/Conference: _____

INFORMATION DISSEMINATION TO CLG COMMUNITY
 (Provide a plan as to how the information learned at the conference will be shared with the CLG Community)

PLAN FOR INFORMATION DISSEMINATION
 Provide a plan as to what information and how information will be shared with the CLG Community.

CONFERENCE TRIP COSTS
 (Please list all Trip-Related Costs here for which attendee is seeking reimbursement)

Airline Ticket	\$0.00
Lodging	\$0.00
Parking	\$0.00
Mileage	\$0.00
Airport Transportation	\$0.00
Meals	\$0.00
TOTAL COSTS FOR REIMBURSEMENT	\$

Stipulations for Conference Trip Expenses: Meal costs may not exceed \$45/day in total. Mileage is \$0.45/mile and is solely for your trip from the CLG Community to airport. Lodging may not exceed the \$XX/night + tax rate for the conference. Parking may not exceed \$8/day. Airport transportation from Airport to conference hotel may not exceed \$40/one way. A receipt must be provided for all trip costs for which the attendee is seeking reimbursement. Expenses will not be reimbursed without a receipt. Travel must be in the most economical manner practical and cannot exceed the total amount established in the Grant Agreement. Reimbursement will be from the State of New Mexico to the CLG Community.

I certify that the above information is to the best of my knowledge and belief, true, accurate, and complete.

Name: _____ Date: _____
 Signature

(Please sign using BLUE INK).