



REQUEST FOR PROPOSAL (RFP)

NEPA Compliance, Cultural Resources Analysis, Biological and
Cultural Resource Surveys, Rights-of-Way Application Submittal,
and Permitting Services

Santa Fe Indian School (SFIS) Pueblo Education Network (PEN)

RFP Schedule

RFP Open: 7/10/26

Questions Submitted by: 7/23/26

Live Remote Q&A: 7/30/26

Proposals Due: 8/11/26 by 5:00 pm PDT

Interviews, if required: Week of 8/24/26

Decision Target: 9/15

REQUEST FOR PROPOSALS (RFP)

NEPA Compliance, Cultural Resources Analysis, Biological and Cultural Resource Surveys, Rights-of-Way Application Submittal, and Permitting Services for SFIS Pueblo Education Network (PEN)

1. Issuing Organization

Santa Fe Indian School (SFIS)

1501 Cerrillos Road

Santa Fe, New Mexico 87505

SFISRFP@nativenetwork.com

2. Project Background and Purpose

Santa Fe Indian School (SFIS) is soliciting proposals from qualified firms to provide National Environmental Policy Act (NEPA) compliance, cultural resources analysis, biological and cultural resource surveys, Rights-of-Way (ROW) application submittal, and permitting services for the Pueblo Education Network (PEN)—a federally funded middle mile fiber optic broadband project supported through the National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program (TBCP).

The PEN project will construct approximately 260 miles of fiber optic infrastructure across tribal, federal, state, municipal, railroad, and private lands in New Mexico. Due to the linear nature of the project and the number of jurisdictions involved, SFIS requires coordinated, phased regulatory support to enable construction while meeting all NEPA, NHPA, and land access requirements.

The purpose of this RFP is to secure professional services that clearly separate NEPA compliance, cultural resources work, field surveys, ROW acquisition, and permitting, while ensuring coordination across Task areas.

3. Regulatory Framework

The project is subject to, and must comply with, the following:

- National Environmental Policy Act (NEPA)
 - National Historic Preservation Act (NHPA), Section 106
 - NTIA environmental and historic preservation requirements including, but not limited to, the Clean Water Act (CWA), Endangered Species Act (ESA) and other environmental laws evaluated as part of the NEPA review process.
 - The Pueblo Education Network (PEN) project is a FAST-41 Covered Project under Title 41 of the Fixing America's Surface Transportation Act (FAST-41), as reflected on the Permitting Dashboard (performance.gov).
 - The National Telecommunications and Information Administration (NTIA) is the Lead Federal Agency for purposes of FAST-41 environmental review and permitting coordination. The Bureau of Land Management (BLM) and Bureau of Indian Affairs (BIA) will serve in cooperating agency roles.
 - As a FAST-41 Covered Project, the PEN project is subject to federal requirements related to coordinated permitting schedules, inter-agency accountability, milestone tracking, and public transparency.
 - An executed Programmatic Agreement (PA) governing phased Section 106 compliance
 - Federal, tribal, state, county, municipal, utility, and railroad ROW and permitting requirements
 - Santa Fe Indian School (SFIS) procurement and contracting procedures
 - Department of Commerce Financial Assistance Standard Terms and Conditions (issued November 12, 2020)
 - Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards
 - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
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4. Scope of Work

Proposers may respond to either Task Area 2 or 3 or both. Partnerships and joint ventures are permitted, but all parties must be clearly identified in the proposal. **All proposers must respond to Task Areas 1 and 4-7.** SFIS reserves the right to award one or multiple contracts. Proposers responding to tasks across both task areas are encouraged to describe their approach to coordinating and integrating across disciplines.

4.1 Task Area 1- Transition, Due Diligence & Deliverable Reconciliation

This Task Area encompasses the transition of tasks and deliverables to the new consultant(s). The consultant is responsible for identifying gaps in previous work and creating a plan to address all necessary steps to complete project goals and required activities (including NEPA compliance and permitting).

Task 1A- The Consultant shall perform a comprehensive transition from the overall project's previous consulting work, including review and validation of all existing environmental, ROW, permitting, and survey deliverables. This includes:

- Inventory all existing deliverables (EA, FONSI documentation, GIS, ROW packages, permit applications)
- Evaluate regulatory completeness and agency acceptance status
- Identify deficiencies, inconsistencies, and rework requirements
- Validate usability of prior data for permitting and construction
- Produce a Deliverable Reconciliation Report categorizing each item as:
 - Acceptable (no action required)
 - Requires revision
 - Requires rework/replacement
 - Not yet started

4.2 Task Area 2 — Environmental Compliance & Cultural Resources

Task 2A- NEPA Compliance and Environmental Documentation. This task is limited to NEPA-level environmental review.

The consultant shall:

- Prepare and manage a Supplemental Environmental Assessment (EA) covering the PEN fiber alignment, including phased segments and approved reroutes
 - Coordinate with NTIA and cooperating agencies (BIA Southern Pueblos Agency and BLM) during EA development and review
 - Evaluate environmental resource categories as required under NEPA (e.g., biological resources, waters, floodplains, land use, reasonably foreseeable effect, etc)
 - Prepare a biological assessment or evaluation, assessing impacts and ecological risks, coordinating with the US Fish and Wildlife Service, and developing a management plan for threatened or endangered species, if required
 - Support documentation necessary to obtain a Finding of No Significant Impact (FONSI) or other NEPA determination, as applicable
 - Prepare responses to agency comments and revise documents as required
 - Maintain a NEPA schedule integrated with construction phasing
 - Support Task Area 4 FAST-41 requirements as applicable to assigned tasks
 - Prepare FAST-41 documentation necessary to support formal schedule updates or extensions submitted to the Federal Permitting Council Executive Director, if required
 - Maintain consultation correspondence, draft reviews, and concurrence materials sufficient to support Permitting Dashboard reporting and FAST41 transparency obligations
 - Validate consistency between approved NEPA EA documentation and current project alignment, including any reroutes or deviations from FONSI-approved segments
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Task 2B- Cultural Resources & NHPA Section 106 Compliance

This task addresses NHPA Section 106 requirements pursuant to the Project's existing Programmatic Agreement (PA).

The consultant shall:

- Prepare Records Check Reports in accordance with the Programmatic Agreement
- Have familiarity with implementing Section 106 reviews utilizing the Federal Communication Commission's (FCC) Program Comment for Communications Projects.
- Conduct or manage Class I (literature) and Class III (pedestrian) cultural resource surveys, as required by reviewing parties
- Prepare survey, evaluation, and effects determination reports to be submitted to NTIA and cooperating agencies. Once NTIA and agencies agree with determinations, submit to SHPO and respective Navajo, Pueblo of Zuni, Acoma, Isleta, Laguna THPOs for concurrence on behalf of NTIA.
- Identify Historic and Cultural Resources, assessing impacts, consultation with Tribal Historic Preservation Officers (THPOs), the State Historic Preservation Officer (SHPO), NTIA, and other federal or state reviewing parties to resolve adverse impacts by mitigation
- Implement NHPA Section 106 compliance across tribal, federal, state, and private lands in coordination with NTIA and reviewing agencies, in a manner consistent with FAST41 schedule integration and milestone tracking requirements
- Coordinate Section 106 decision points to align with NEPA, ROW acquisition, and federal permit issuance sequencing
- Support development of avoidance strategies, monitoring plans, treatment plans, and inadvertent discovery procedures
- Support construction-phase cultural monitoring, when required. Depending on site sensitivity and other potential extenuating circumstances, either work with Pueblo(s) or Tribe(s) on providing a cultural resources monitor and/or provide your own monitor during project construction.

Note: Class I surveys referenced in this RFP are NHPA Section 106 activities, not NEPA analyses.

Task 2C- Mitigation Commitments and Compliance Tracking

This task addresses the tracking and documentation of all mitigation commitments arising from environmental and cultural resource compliance activities.

The consultant shall:

- Track all environmental and cultural resource mitigation commitments arising from NEPA, NHPA Section 106/PA, ESA consultations, and permit conditions
 - Provide permit conditions and agency requirements for inclusion in the Mitigation & Conditions Log (Task 1C)
 - Support verification and documentation of mitigation completion for project closeout
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4.3 Task Area 3- Surveys, ROW Acquisition & Permitting

Task 3A- Surveys and Field Work

This task includes field investigations and technical surveys supporting environmental, cultural, ROW, and permitting requirements.

The consultant shall:

- Conduct land and corridor surveys sufficient to define the Section 106 Area of Potential Effects (APE) and proposed fiber alignment
- Analyze NRHP listed properties within APE corridor and be able to avoid, minimize and mitigate potential effects to those properties to facilitate use of FCC Program Comment for Communications projects
- Perform precision surveys along highways, rail corridors, and off-road segments, as required by permitting agencies and NTIA
- Support surveys related to reroutes, regeneration sites, staging areas, and access roads
- Provide survey plats, maps, and exhibits suitable for agency review and ROW applications
- Support GIS mapping, data management, and spatial deliverables
- Coordinate tribal participation and procure tribal monitors, where required

Task 3B- Rights-of-Way (ROW) Acquisition and Documentation. This task is limited to land access and ROW authorization.

The consultant shall:

- Identify all ROW, easement, and land authorization requirements by jurisdiction
- Support acquisition of:
 - Tribal ROWs and easements (including BIA-reviewed ROWs under 25 CFR Part 169)
 - Federal ROWs (BLM, USACE, FWS)
 - State ROWs (NMDOT, State Land Office)
 - County, municipal, railroad, and private land crossings
- Prepare ROW exhibits, legal descriptions, survey plats, and application materials
- In conjunction with the SFIS team, track approvals, conditions, and dependencies tied to construction sequencing
- Support FAST-41 coordination and reporting requirements as defined in Task Area 4
- Track ROW application submittals, agency review timelines, approval conditions, and dependencies affecting construction sequencing and FAST41 milestone commitments
- Identify and promptly communicate risks to the coordinated permitting schedule to SFIS and NTIA
- Prioritize completion of BIA ROW packages for all tribal segments, including:
 - Acoma Pueblo lands
 - Ramah Navajo Chapter
 - Zuni Pueblo
 - Isleta Pueblo
 - Laguna Pueblo
- Develop a ROW Tracking Matrix identifying:
 - Status by segment
 - Remaining requirements
 - Dependencies for construction
 - Estimated timeline for completion

- Support preparation of tribal resolutions as required for ROW approvals
 - If applicable, support other methods of environmental streamlining, including waiving ROW appraisals, mapping, and bonding requirements for BIA ROW applications.
 - BIA Compliance: Ensure all tribal ROW and easement applications strictly adhere to the requirements of 25 C.F.R. Part 169 for Bureau of Indian Affairs (BIA) approvals across Pueblo and Tribal lands and any tribal laws and policies concerning rights-of-way or leases.
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Task 3C- Permitting

The consultant shall identify, prepare, and coordinate permits, which may include the following activities:

- NMDOT utility and ROW permits
- Railroad crossing permits and coordination
- Federal land use permits and ROW grants
- Assisting in corporate documentation evidencing that SFIS PEN has legal authority to co-locate utilities in NMDOT ROW within Navajo lands and potentially other Tribal lands.
- Clean Water Act Section 401/404 permits, floodplain and wetland reviews (if applicable)
- Municipal and county construction permits
- Utility joint-use agreements, conduit leases, and bridge or structural coordination as required
- Support interagency coordination across all federal permits associated with the FAST41 Covered Project, including permits and authorizations administered by DOI bureaus and USACE, as applicable
- Track permit review status, conditions, and mitigation commitments in a format suitable for FAST41 reporting and NTIA oversight
- Develop a Permit Matrix by Segment and Jurisdiction identifying:
 - Required permits
 - Application status

- Agency review timelines
 - Dependencies affecting construction
 - Identify critical path permits and escalation needs
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Task 3D- Route Validation & Approval Documentation

The Consultant shall:

- Validate all project routes against approved NEPA documentation
 - Confirm jurisdictional authority for each segment
 - Track approvals and documentation for rerouted segments
 - Support tribal resolutions and approvals
 - Maintain a route change log aligned with FAST-41 milestones
 - Duplicative Funding Validation: In collaboration with SFIS team, validate all proposed fiber routes against existing enforceable buildout commitments from other service providers receiving federal funds (e.g., FCC RDOF, USDA ReConnect) to ensure there is no duplication of federal funding in the service area
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4.4 Task Area 4- FAST41 Coordination & Program Integration

Task 4A- FAST41 Environmental Review and Permitting Coordination

The consultant shall support SFIS and NTIA in meeting obligations associated with the project's designation as a FAST41 Covered Project, including:

- Coordination with NTIA as Lead Federal Agency on environmental review and permitting schedule development and maintenance
- Support for preparation and update of coordinated environmental review and permitting schedules, milestones, and critical path activities
- Assistance with FAST41 reporting materials, including milestone updates and schedule change justifications
- Support for accuracy and consistency of project information published on the Permitting Dashboard (performance.gov)
- Coordination across federal permitting agencies to resolve schedule conflicts and sequencing constraints

Attend biweekly agency and project meetings with NTIA and cooperating agencies.

4.5 Task Area 5- Construction Phase Compliance & Support

Task 5A- The Consultant shall provide environmental and permitting compliance oversight during construction. This includes:

- Monitor compliance with NEPA, NHPA, and permit (mitigation) conditions
 - Support coordination with construction contractors, Tribes, and agencies
 - Document field compliance and issues
 - Procure Tribal monitor(s) for construction monitoring.
 - Support resolution of permit or environmental issues during construction
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4.6 Task Area 6- Data, GIS & Document Integration

Task 6A- The Consultant shall consolidate and standardize all project data. This includes:

- Collaborate to integrate all GIS, ROW, permitting, and environmental data into a unified dataset
 - Align spatial data across NEPA, ROW, and permitting
 - Implement version control and metadata standards
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4.7 Task Area 7- Risk, Issue, and Schedule Management

Task 7A- The consultant shall manage the project and schedule and highlight and escalate risks. This includes:

- Maintain a project risk register
- Identify and escalate permitting and compliance risks
- Track schedule impacts and mitigation strategies
- Awareness of 50-day lockout periods prior to requesting a milestone extension for FAST-41 actions
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5. Deliverables

All deliverables must:

- Be agency-ready and submission-ready
 - Include supporting documentation sufficient for regulatory acceptance and audit review
 - Be delivered with:
 - Version control
 - Comment resolution documentation
 - Approval status
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5A- Completed Deliverables

The following is a list of deliverables that have been previously completed:

1. Biological Assessment + USFWS Concurrence May 2024- FONSI- approved route
2. Plan of Development (POD) June 2024- for NTIA, NPS, FWS, BLM- “informal”
3. EA May- 2025
4. FONSI- Aug 2025
5. Updated Plan of Development (POD) Nov 2025- for BLM ROW
6. BLM Rio Puerco ROW- Nov 2025
7. BLM Socorro ROW- Nov 2025
8. NPS El Morro and El Malpais ROW- Dec 2025
9. Section 408 permit assessment (approval) for crossing Rio Grande in Isleta- Feb 2026

5B- Deliverables List

Deliverables shall include, at a minimum:

- Transition & Deliverable Reconciliation Report
- Gap Register with corrective action plan
- Project work plan and regulatory coordination strategy
- Integrated compliance and permitting schedule
- Draft and final Supplemental Environmental Assessment and technical appendices
- Section 106 records check, survey, evaluation, monitoring, and treatment reports

- An assessment of existing Class I literature review and analysis of route sections that can utilize the FCC Program Comment for Communications Uses versus an actual pedestrian archeology survey
- FAST-41-aligned environmental review and permitting schedule
- Federal permit and ROW authorization tracking matrix
- Quarterly FAST-41 compliance and milestone summary memoranda
- Mitigation commitment tracking log
- Documentation supporting FAST-41 schedule updates or extension requests
- FAST-41 closeout summary aligned with NTIA reporting requirements
- Agency consultation correspondence and tracking logs
- ROW and permit application packages
- Survey plats, GIS datasets, and mapping products
- Cultural monitoring plans and monitoring support documentation (if required)
- Monthly progress reports
- Route Approval Package (by segment)
- Route change log
- Tribal resolutions and approvals
- Construction compliance logs
- Field inspection reports
- Permit condition compliance documentation
- Data dictionary and metadata
- Version-controlled document repository
- Risk register
- Issue log with escalation tracking
- Schedule risk reports
- A final close-out report summarizing approvals obtained, outstanding conditions, mitigation commitments, and lessons learned
- Federal Reporting Support Documentation: Detailed invoicing, financial tracking, and compliance documentation aligned with the reporting periods required for SFIS to complete its mandatory bi-annual SF-425 Federal Financial Reports and Annual Reports to the federal government

5C- Deliverable Acceptance Criteria

Each deliverable will be evaluated against:

Criteria	Definition
Completeness	Includes all required components for regulatory submission
Accuracy	Reflects current route, design, and jurisdiction
Compliance	Meets NEPA, NHPA, NTIA, and permitting requirements
Auditability	Includes supporting documentation and traceability
Approval Readiness	Suitable for submission without revision

SFIS reserves the right to reject incomplete or non-compliant deliverables.

6. Proposer Qualifications

Proposers should demonstrate:

- Experience with NEPA and NHPA compliance for large linear infrastructure projects
 - Experience supporting federally funded broadband or utility projects
 - Proven experience working with tribal governments and sovereign land jurisdictions
 - Familiarity with New Mexico permitting agencies and processes
 - Access to Secretary of the Interior–qualified cultural resource professionals
 - Access to State of New Mexico–qualified archeological, historical, and cultural resource professionals
 - Strong project management and multi-agency coordination capabilities
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7. Proposal Requirements

Proposals shall include:

1. Cover Letter
2. Firm Qualifications and Relevant Experience

3. Technical Approach (organized by task area)
4. Proposed Project Team and Resumes
5. Project/Deliverables Schedule and Staffing Plan
6. Fee Proposal- fixed price, deliverables based
7. Assumptions and Exclusions
8. Identified sub-contractor list or partnership identification
9. References
10. Proof of Insurance

8. Evaluation Criteria

Proposals will be evaluated based on:

Evaluation Category	Weight
Relevant Experience and Qualifications	25%
Technical Approach and Understanding of Regulatory Requirements	20%
FAST-41 Compliance and Federal Permitting Coordination Approach	15%
Tribal Engagement and Consultation Experience	20%
Cost Reasonableness and Clarity	10%
Capacity and Availability	10%

9. Submission Instructions

Please submit an intent to bid prior to the Live Q&A date to receive RFP communications. Questions about this RFP must be submitted to SFISRFP@nativenetwork.com before 7/23/26 to be addressed. A complete list of questions and responses will be sent out to interested bidders following the live Q&A.

Proposals shall be submitted here:

<https://app.smartsheet.com/b/form/019f230f6a4c77dd9d3b96f876fe88fa> along with a notification via e-mail to SFISRFP@nativenetwork.com by the deadline specified in the solicitation notice. Late or incomplete submissions may not be considered.

10. Reservation of Rights

SFIS reserves the right to reject any or all proposals, clarify or amend this RFP, award one or multiple contracts, or waive minor irregularities. This RFP does not obligate SFIS to award a contract or reimburse proposal preparation costs.

11. List of Exhibits

*Class I Literature Review may be available upon request

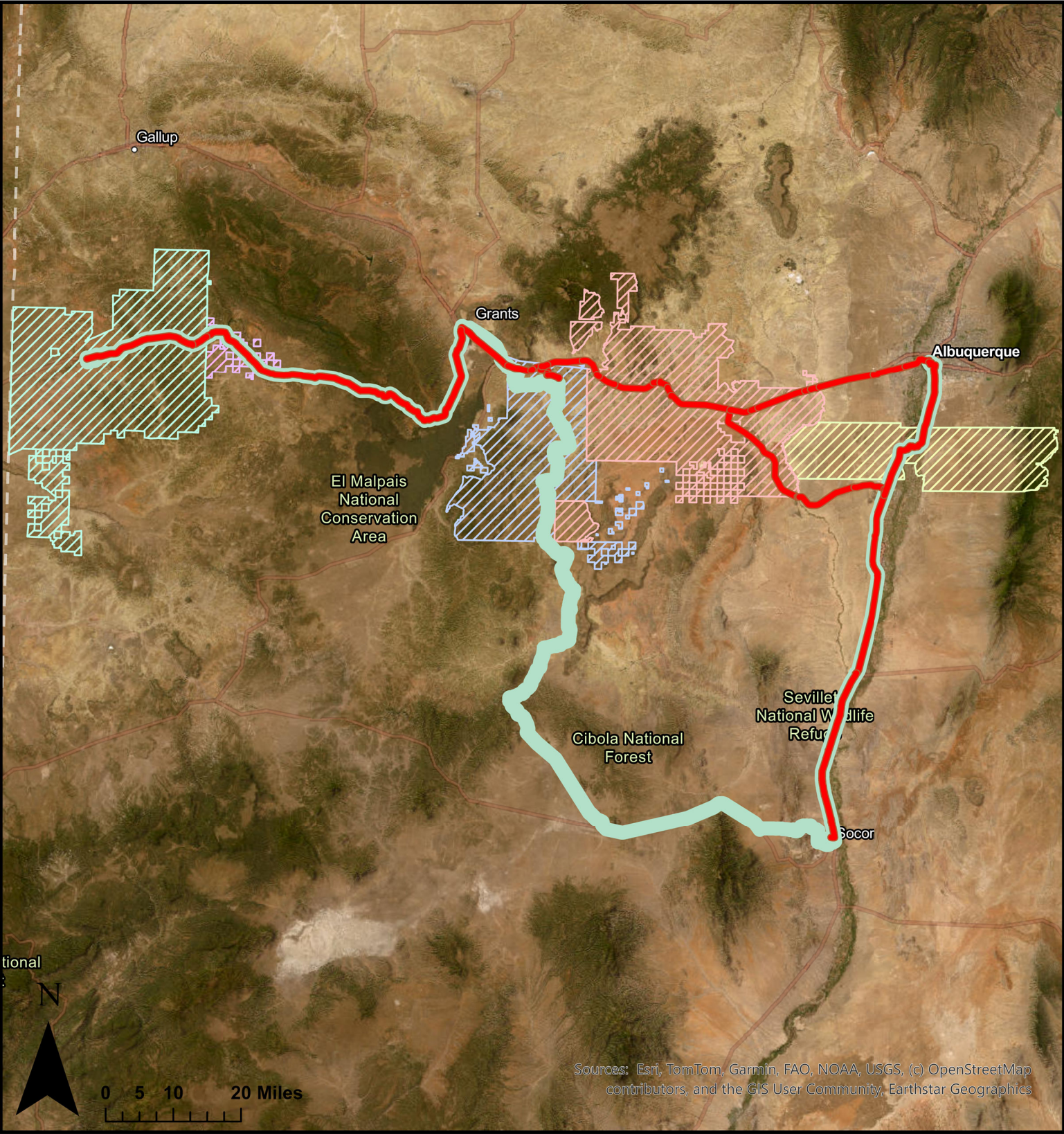
A- Project Overview Map

B- FONSI-Approved Route Map

C- Proposed Alternative Route

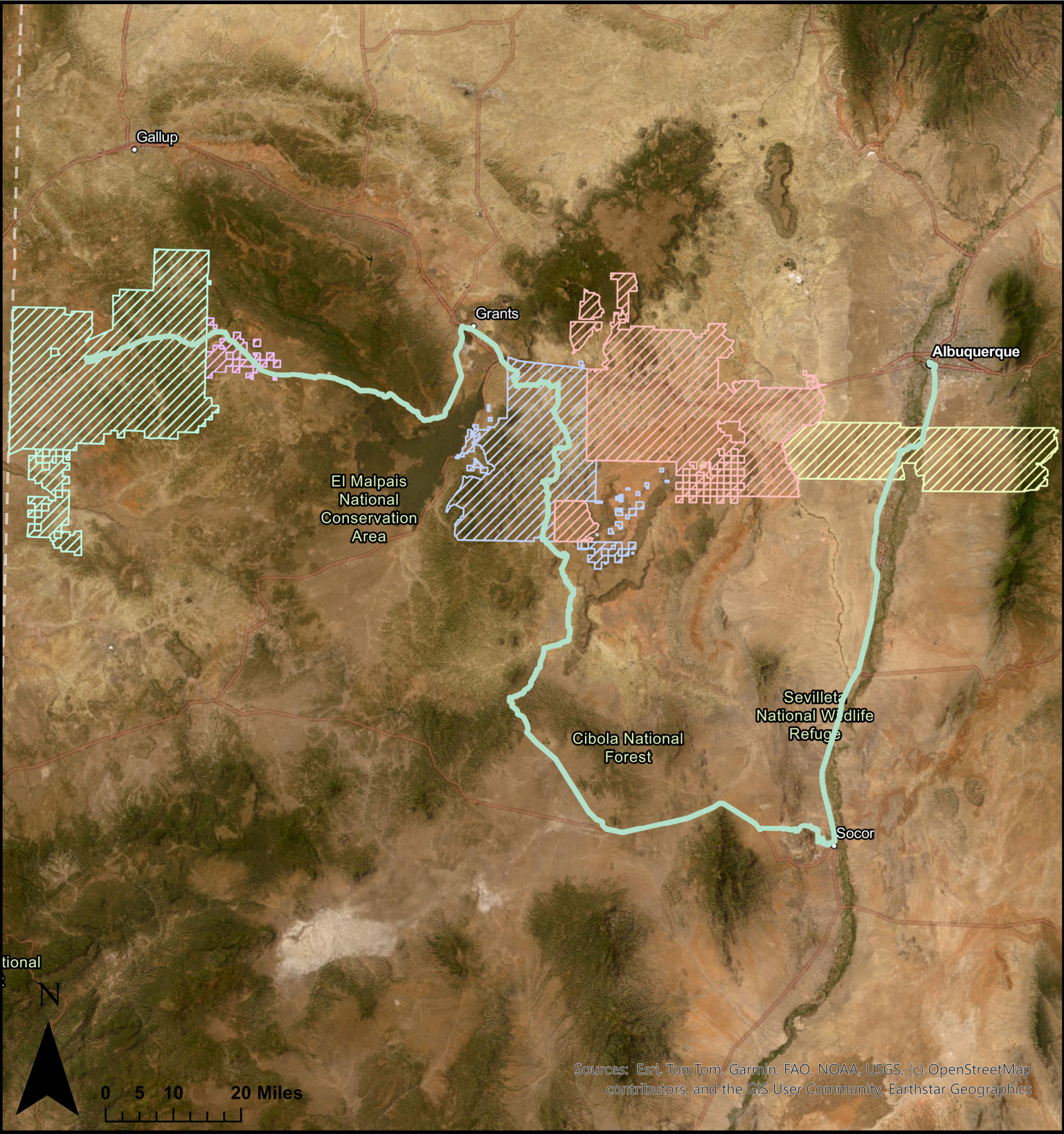
D- Programmatic Agreement

E- Required Federal Contract Provisions



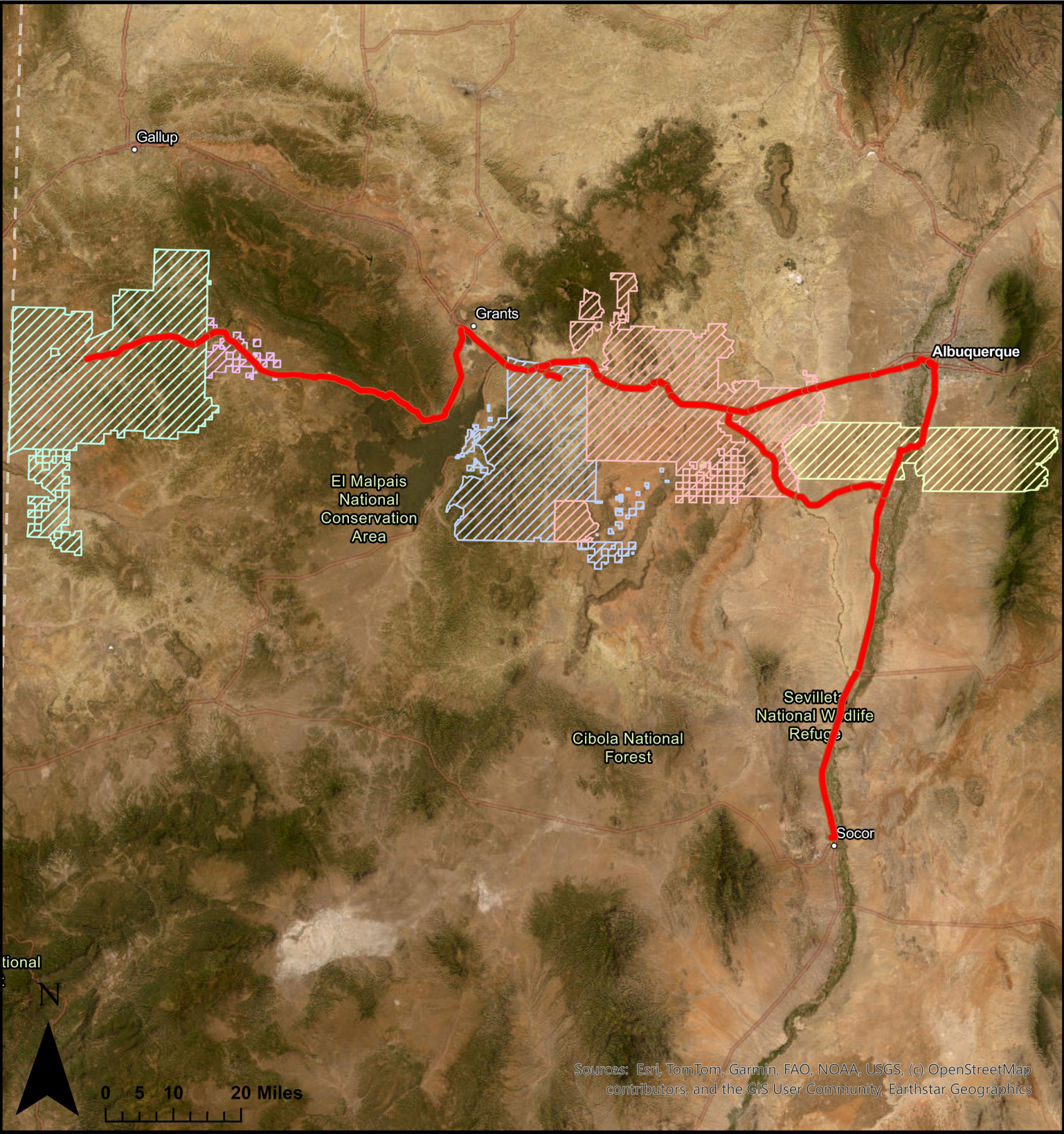
Map Legend

- | | |
|--|---|
|  SFISPEN_FONSI |  Tribal_Boundaries_Updated |
|  CurrentStateReRoute_20260702 |  Acoma |
| |  Isleta |
| |  Laguna |
| |  Navajo Nation |
| |  Zuni |



Map Legend

- SFISPEN_FONSI
- Tribal_Boundaries_Updated
 - Acoma
 - Isleta
 - Laguna
 - Navajo Nation
 - Zuni



Map Legend

- CurrentStateReRoute_20260702
- Tribal_Boundaries_Updated
- Acoma
- Isleta
- Laguna
- Navajo Nation
- Zuni

**PROGRAMMATIC AGREEMENT
AMONG THE
NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION,
ADVISORY COUNCIL ON HISTORIC PRESERVATION,
NEW MEXICO STATE HISTORIC PRESERVATION OFFICER, PUEBLO OF ACOMA,
PUEBLO OF ISLETA, PUEBLO OF ZUNI, AND NAVAJO NATION RAMAH CHAPTER
FOR THE
SANTA FE INDIAN SCHOOL PUEBLO EDUCATION NETWORK BROADBAND PROJECT**

This Programmatic Agreement (Agreement) is entered into by and between the National Telecommunications and Information Administration (NTIA), an operating bureau of the U.S. Department of Commerce, the Advisory Council on Historic Preservation (ACHP), New Mexico State Historic Preservation Officer (SHPO), the Pueblo of Acoma, Pueblo of Isleta, Pueblo of Zuni, and the Navajo Nation Ramah Chapter. NTIA, SHPO, Pueblo of Acoma, Pueblo of Isleta, Pueblo of Zuni, and Navajo Nation Ramah Chapter, may be collectively referred to herein as the “Signatories” and individually referred to herein as a “Signatory.”

RECITALS

Whereas, NTIA is authorized to provide financial assistance supporting the development of broadband infrastructure under the Tribal Broadband Connectivity Program (TBCP), which is implemented through NTIA’s *Internet for All* initiative; and

Whereas, NTIA issued a financial assistance award under TBCP to the Santa Fe Indian School (SFIS) to build a 324-mile Middle Mile Fiber Optic Pueblo Education Network (the Project) to connect rural tribal education facilities in New Mexico. The Project will deploy buried fiber optic cable, primarily in existing road rights of way (ROW), to extend Internet connectivity to educational facilities in the City of Albuquerque, Pueblo of Isleta, Village of Los Lunas, City of Belen, City of Socorro, Village of Magdalena, Pueblo of Acoma, City of Grants, and the Pueblo of Zuni, located in the following New Mexico counties: McKinley, Cibola, Bernalillo, Valencia, Socorro, Catron (Attachment A); and

Whereas, NTIA has determined that the Project is an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), at 54 U.S.C. 306108, and its implementing regulations, “Protection of Historic Properties” (36 C.F.R. Part 800); and

Whereas, under a memorandum issued on January 1, 2024 (Delegation Memo), NTIA has authorized TBCP recipients to act on behalf of NTIA to consult with SHPOs and other parties to initiate the Section 106 process, to identify and evaluate historic properties, and to assess effects (Attachment B); and

Whereas, NTIA is the lead federal agency for the Undertaking and has consulted with the Signatories and Invited Signatories pursuant to its responsibilities under Section 106 of the NHPA and its implementing regulations at 36 C.F.R. Part 800; and

Whereas, any party engaging in consultation for the Project may be collectively referred to herein as the “Consulting Parties” and individually referred to herein as a “Consulting Party”; and

Whereas, due to the complexities inherent in a linear project involving multiple landowners designed to provide broadband infrastructure to reach under-served and unserved communities and locations, NTIA, the Signatories and the Consulting Parties have agreed to employ a phased approach to conclude Section 106 review; and

Whereas, the Project will be reviewed in phases, and for the purposes of review, certain Signatories and Consulting Parties may be referred to as “Reviewing Parties” as described in Attachment C; and

Whereas, NTIA, in accordance with 36 CFR Part 800.14(b)(1)(ii), has determined that execution of an Agreement is appropriate because effects on historic properties cannot be fully determined prior to approval of this Undertaking; and

Whereas, in accordance with 36 CFR § 800.2(c)(2)(i)(a), the Undertaking includes *tribal lands* as defined in 36 CFR 800.16(x), therefore, the Pueblo of Zuni, Pueblo of Acoma, the Pueblo of Isleta, and the Navajo Nation tribal historic preservation officers (THPO) will consult in lieu of the SHPO for broadband infrastructure deployments under their respective jurisdictions within the Pueblo of Zuni, Pueblo of Acoma, Pueblo of Isleta, and Navajo Nation Ramah Chapter; and

Whereas, approximately thirteen (13) miles of buried optic cable is proposed to cross the Pueblo of Isleta tribal lands, and the Pueblo of Isleta is a signatory to this Agreement (Attachment A); and

Whereas, approximately 63 miles of fiber optic cable cross Pueblo of Acoma tribal lands, and the Pueblo of Acoma is a signatory to this Agreement (Attachment A); and

Whereas, approximately 22 miles of fiber optic cable cross Pueblo of Zuni tribal lands, and the Pueblo of Zuni is a signatory to this Agreement (Attachment A); and

Whereas, approximately four (4) miles of fiber optic cable will cross tribal lands of the Navajo Nation Ramah Chapter, and the Navajo Nation Ramah Chapter is a signatory to this Agreement (Attachment A); and

Whereas, the remaining approximately 222 miles of fiber optic cable will be deployed on non-tribal lands subject to consultation with the SHPO, who is a signatory to this Agreement (Attachment A); and

Whereas, NTIA has determined the Area of Potential Effects for the Project includes all locations of project related ground disturbing activities and is defined as the width of the construction ROW plus any additional areas for associated facilities, staging, or access as described; and

Whereas, NTIA and the Consulting Parties intend to utilize stipulations in the *Program Comment for Federal Communications Projects (amended)*, when applicable and agreed upon, for portions of the project; and

Whereas, SFIS is the NTIA funded TBCP grant recipient responsible for the construction of the Undertaking and is an Invited Signatory to this Agreement; and

Whereas, the Bureau of Land Management (BLM) must comply with Section 106 of the NHPA associated with permit applications for rights-of-way (ROW) grants for approximately eleven (11) miles of the Project, and the BLM Socorro and Rio Puerco field offices are Invited Signatories to this Agreement; and

Whereas, Bureau of Indian Affairs (BIA) agencies including Ramah Navajo, Southern Pueblos, and Zuni must comply with Section 106 of the NHPA associated with permit applications for ROW easements for the Project on allotment lands, and the BIA is an Invited Signatory to this Agreement; and

Whereas, the National Park Service (NPS) must comply with Section 106 of the NHPA associated with a permit application for a ROW easement across approximately two (2) miles of the El Malpais and El Morro National Monument, and the NPS is an Invited Signatory to this Agreement; and

Whereas, the Federal Highway Administration (FHWA) must comply with Section 106 of the NHPA associated with a permit application for ROW easements for the Project and is an Invited Signatory to this Agreement; and

Whereas, the U.S. Army Corps of Engineer Albuquerque District (USACE) must comply with Section 106 of the NHPA associated with a permit application for the Project to cross navigable waters of the U.S. and crossing of congressionally authorized federal levee and water conveyance structures, and the USACE is an Invited Signatory to this Agreement; and

Whereas, the Project will deploy fiber in rights of way owned and managed under the jurisdiction of the New Mexico Department of Transportation (NMDOT), wherein NMDOT is the permitting authority, and NMDOT is an Invited Signatory to this Agreement; and

Whereas, the project involves New Mexico State Land Office (NMSLO) owned land, and the NMSLO may use the provisions of this Agreement to address the applicable requirements of the Cultural Properties Protection Rule (19.2.24 New Mexico Administrative Code) and NTIA has invited NMSLO to sign this Agreement as an Invited Signatory; and

Whereas, other federally recognized tribes that may attach significance to the project location, including the Pueblo of Jemez, Pueblo of Laguna, Pueblo of San Felipe, Ohkay Owingeh, Pueblo of Sandia, Pueblo of Santa Clara, Pueblo of Santo Domingo, Pueblo of Tesuque, Southern Ute Tribe, Comanche Nation, Kiowa Indian Tribe, Apache Tribe of Oklahoma, Eastern Shoshone Tribe, Skull Valley Band Goshute, Mescalero Apache Tribe, Northern Cheyenne Tribe, White Mountain Apache Tribe, Jicarilla Apache Nation, Navajo Nation Ramah Chapter, Northern Arapaho, were afforded an opportunity to participate in and comment upon this Undertaking through the Federal Communications Commission's (FCC) Tower Notification System (TCNS) and did not express interest in additional project information; and

Whereas, the White Mountain Apache Tribe, Jicarilla Apache Nation, Navajo Nation Ramah Chapter, and Northern Arapaho requested to be notified in instances of inadvertent discoveries; and

Whereas, in accordance with 36 CFR § 800.6(a)(1), NTIA has invited the ACHP to participate in the consultation for this Project and the ACHP has elected to participate; and

NOW THEREFORE, NTIA, SHPO, ACHP, Pueblo of Acoma, Pueblo of Isleta, Pueblo of Zuni, and Navajo Nation Ramah Chapter agree that the Undertaking as described shall be implemented in accordance with the following stipulations to take into account the Undertaking's potential effects on historic properties.

STIPULATIONS

I. DEFINITIONS

Definitions of terms throughout the Agreement are in accordance with 36 CFR 800.1 to 800.16, unless stated otherwise. In addition, the following terms will apply:

- A. "Signatories", in accordance with 36 CFR § 800.6(c)(1), are those parties with the sole authority to execute, amend, or terminate the Agreement.

- B. “Invited Signatories”, in accordance with 36 CFR § 800.6(c)(2), are those parties that assume a responsibility under the agreement and, upon signing, have the authority to amend and terminate the Agreement.
- C. “Consulting Parties” are those parties that have been identified by NTIA to have a consultative role in the Section 106 review process as described in 36 CFR 800.2(c).
- D. “Reviewing Parties” are Consulting Parties who have Section 106 review responsibilities as defined in Stipulation V.B.(b).
- E. “Project Phase” is a fiber route that is a component of the Undertaking as described in Stipulation V.B and Attachment C that is subject to Section 106 review by the Reviewing Parties.
- F. Timelines are in calendar days, unless otherwise noted.

II. ROLES AND RESPONSIBILITIES

- A. As the lead federal agency, NTIA shall:
 - 1. Ensure the Agreement’s stipulations are carried out according to the provisions set forth herein.
 - 2. Maintain its responsibilities for tribal consultation for each project phase as defined in 36 CFR 800.3(d) and 36 CFR 800.3(f)(2). This includes consultation regarding potential Traditional Cultural Places and Properties of Religious and Cultural Importance, both of which rely on tribal indigenous knowledge to identify and appropriately treat.
 - 3. Ensure the responsibilities under the terms of this Agreement are included as a binding provision of SFIS’s NTIA TBCP funding.
- B. SFIS, as the TBCP grant recipient and project proponent shall:
 - 1. Establish project phases as described in Stipulation IV to support the respective Section 106 review responsibilities of Reviewing Parties in this Agreement.
 - 2. Conduct identification efforts as described in Stipulation VI under the authority of NTIA’s Delegation Memo (Attachment B).
 - 3. Fund identification and potential mitigation measures as agreed upon under Stipulations VI and VII of this Agreement.
 - 4. Refrain from construction on any project phase until Section 106 review for that phase concludes per the terms of this Agreement.
- C. The New Mexico SHPO and the respective THPOs acting in lieu of the SHPO shall:
 - 1. Consult on project phases as described in Attachment C of this Agreement.
 - 2. Participate in the Section 106 consultation process as described in Stipulations VI and VII of this Agreement.
- D. Federal and state land and resource management agencies who are Invited Signatories to this agreement shall:
 - 1. Review project phases for components of the APE subject to their permitting authority as described in Attachment C under the provisions set forth in Stipulation VI.
 - 2. Participate in the resolution of adverse effects per Stipulation VII of this Agreement, should an adverse effect on historic properties, Traditional Cultural Places (TCPs), or Properties of Traditional Religious and Cultural Importance (PTRCI) occur on federally or state managed lands under their jurisdiction.
 - 3. Be included as a point of contact in any Inadvertent Discovery Plan covering land(s) jurisdiction, as described in Stipulation X.

III. ADOPTABILITY

In the event that another federal agency not initially a party to or subject to this Agreement receives an application for funding/license/permit for the Undertaking as described in this

Agreement, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this Agreement and notifying the Signatories to this Agreement that it intends to do so. Such agreement shall be evidenced by execution of a Signature page and filing with the ACHP, and implementation of the terms of this Agreement.

IV. PROFESSIONAL STANDARDS

- A. The archaeological and historical investigations required under the terms of the Agreement shall be carried out by, or under the supervision of, a professional who meets or exceeds the Secretary of the Interior's (SOI) Professional Qualifications Standards in archaeology, history, cultural anthropology, architectural history, or historic landscape architecture, as appropriate (Qualified Professional).
- B. NTIA acknowledges that Indian tribes have special expertise in evaluating the eligibility of historic properties that may possess religious and cultural significance for them (36 CFR Part 800.4(c)(1)). Thus, prior to conducting work on *tribal lands*, SFIS must consult with the tribe and any hired professional must meet the standards of the sovereign tribe and have obtained the appropriate Tribal and federal permits. For some tribes, this may entail SFIS engaging the THPO office and/or Tribal archaeologists to undertake identification efforts as outlined in Stipulation VI.A.(a)(i).
- C. Cultural resource investigations on federal and state lands are subject to applicable statutory or permit requirements which may include additional professional qualifications.

V. PHASED IDENTIFICATION AND REVIEW OF PROJECT

- A. Once the final engineering project plans are complete and prior to the initiation of any construction activity, SFIS shall ensure that a Qualified Professional reviews the project plans and implements the requirements of Stipulation VI of this Agreement for each Section 106 review project phase as described in Attachment C.
- B. Plans for the Project shall clearly identify, map, and describe:
 - a. Each of the Section 106 review project phases (Attachment C);
 - b. The Signatories and/or Invited Signatories participating in the Section 106 review for each Phase, referred to as the Reviewing Parties; and
 - c. Activities anticipated within the APE. Project activities may include but are not limited to: aerial placement of fiber optic cable on existing utility infrastructure; aerial placement of fiber optic cable on new infrastructure; placement of equipment shelters, and transmission nodes; installation of buried fiber optic cable through open trenching, directional drilling, grading for construction of transmission nodes; staging; equipment access (including use of trails and roadways); temporary construction easements; tree and vegetation removal; and any other ground disturbing activities. Discussion of any proposed activity that includes ground disturbance must describe the area of disturbance and the depth of ground disturbance resulting from construction methods.
 - i. NTIA may modify the APE at the request of SFIS, Signatories, or land managing agencies participating in the Section 106 review of a phase. The request must include updated mapping and a justification for the change. NTIA will forward the modification proposal to all Reviewing Parties for a fifteen (15) days consultation period. If all parties cannot agree to the proposal, then NTIA shall render the final decision. Modification of the APE for a project phase will not require amendment of this Agreement.
- C. SFIS shall complete a Records Check Report as described in Stipulation VI.A and submit

the plans for the phase with the Records Check Report to each Reviewing Party identified in Attachment C and provide an opportunity for comment in accordance with the requirements of Stipulation VI.C of this Agreement.

VI. IDENTIFICATION, EVALUATION, AND EFFECT DETERMINATION

A. **Records Check.** Using the Professional Standards in Stipulation IV, SFIS shall complete a cultural resources inventory to identify historic properties that could be affected by the Project.

This inventory will include:

- (a) Existing Data Inventory of all previously recorded cultural resources within 0.25 mile of the APE, which shall include a review of information in New Mexico Cultural Resource Information System (NMCRIIS), records held at land managing agencies, historical maps, including 15-minute topographic maps, General Land Office maps and survey notes, and other archival sources for properties that are over 45 years old that may be affected by the Project.
- (i) For any project phases that include *tribal lands*, SFIS shall consult with the respective THPO regarding cultural resources, their location, and any confidentiality measures that may be appropriate when considering tribal cultural resources.
- (ii) In accordance with the ACHP's *Policy Statement on Indigenous Knowledge and Historic Preservation*, identification efforts should be guided and informed by Indigenous Knowledge, where Indian tribes consent to share that knowledge with federal agencies, to ensure these actions more effectively account for properties that may be of religious and cultural significance to Indian tribes. This Indigenous Knowledge may identify Traditional Cultural Places and Properties of Traditional Religious and Cultural Importance within the APE that warrant consultation between NTIA and the respective THPO and tribal representatives.
- (b) Areas that have been previously surveyed with an indication of whether the previous survey meets current SHPO/THPO standards and is more than ten years old.
- (c) Previously documented sites, buildings, and structures and their National Register of Historic Places (NRHP) status.
- (d) Portions of the APE that are previously disturbed to an extent and depth where the probability of identifying historic properties is low.
- (e) Portions of the APE with high probability of containing NRHP eligible properties.
 - (i) The Qualified Professional will consult with the SHPO and THPOs to make this determination based on professional expertise, familiarity with the area, and similar geomorphology elsewhere.
- (f) For any historic properties identified in or adjacent to the APE, a description of proposed ground disturbance and how the historic property may be avoided (i.e. fiber routed to opposite side of the road, deploying fiber aerially, directionally boring to depths required to avoid an adverse effect).

B. **Recommendations.** Based on the results of the Records Check, SFIS's Qualified Professional shall include in the Records Check reporting a recommendation of whether additional efforts, which may include survey and/or construction monitoring, are warranted. Recommendations will consider the conditional exemptions and presumed effect determinations for broadband deployments established by the ACHP in the *Program Comment for Federal Communications Projects* and may identify phases or portions of fiber within phases of the project where construction can proceed with no additional identification efforts.

1. Recommendations for avoidance of historic properties in and immediately adjacent to the APE shall include methods to confirm and/or update site boundaries to ensure avoidance measures are adequate.
 2. Construction monitoring recommendations shall include a Monitoring Plan that details monitoring methodology, procedures, and current site conditions of proposed monitored sites.
 3. NTIA and SFIS shall consult with each respective THPO and Tribal leader(s) regarding the appropriate survey effort, methods, monitoring and reporting requirements for elements of the Project on *tribal lands*.
- C. Review and Comment. The Records Check Report will be submitted to Reviewing Parties for a fifteen (15) day review period.
1. If there are no objections from Reviewing Parties, SFIS may proceed in implementing the Records Check Report Recommendations after the review period and upon obtaining tribal consent and any applicable archaeological permits.
 2. Should there be an objection to the APE or the recommendations, SFIS, in consultation with NTIA will consult with all Reviewing Parties to resolve the objection. If NTIA determines that consultation will not likely result in an agreement, NTIA will request ACHP comment in accordance with Stipulation XII, Dispute Resolution.
- D. Field Survey, Evaluation, and Effect Determination
1. For each Phase of the project where a field survey is conducted, SFIS shall submit a Field Survey and Evaluation report to NTIA and the Reviewing Parties for the Phase. The report submittal will include:
 - (a) A cover letter with summary findings, including recommendations of eligibility, avoidance measures, and effects finding.
 - (b) Documentation of Historic Properties in accordance with any land managing agency site recording requirements and SHPO or THPO reporting standards.
 - (c) Site evaluations for any historic property or unevaluated site within the APE to include:
 - (i) Update of site documentation and confirmation of site boundaries for properties on or determined eligible for the NRHP in the APE.
 - (ii) Determinations of Eligibility (DOE) and confirmation of site boundaries for any unevaluated cultural resources within the APE.
 - (a) If a historic property or unevaluated cultural resource is confirmed to be outside of the APE during site evaluation, site documentation shall be updated to reflect site boundaries and there will be no further evaluation.
 - (b) SFIS shall make every reasonable effort to avoid historic properties. Any avoidance measures undertaken by SFIS in response to identification efforts shall be documented in the Field Survey and Evaluation Report.
 - (d) A recommended Determination of Effect for the proposed phase of the project with support for the finding.
 2. NTIA and Reviewing Parties will have 30 calendar days from receipt of the Field Survey and Evaluation Report for the phase to review and provide written concurrence or disagreement with the finding.
 3. If written objections regarding determinations are provided to SFIS within the 30-day review period, NTIA will consult with the Reviewing Parties to resolve such objections. If NTIA cannot resolve the objection(s), NTIA will follow the procedures in Stipulation XII, Dispute Resolution.
 4. If SFIS's Qualified Professional makes a determination of No Historic Properties Affected or No Adverse Effect for a project phase, and no objections are received within the 30-day

review period, Section 106 review for that Phase of the project is concluded.

- E. Draft and final reports, treatment plans, traditional cultural resource reports, Laboratory of Anthropology (LA) site forms, and Historic Cultural Properties Inventory (HCPI) sites forms will be submitted electronically (Word or PDF) to the appropriate Reviewing Parties and uploaded to the New Mexico Cultural Resource Information System (NMCRIS) when appropriate.

VII. AVOIDANCE AND RESOLUTION OF ADVERSE EFFECTS

- A. The preferred treatment for all historic properties is avoidance of adverse effects. SFIS, in consultation with NTIA, SHPO and THPO shall, to the extent practicable, avoid adverse effects on historic properties either through Project design changes, use of temporary fences or barricades during construction, or other measures that will protect historic properties.
- B. If Traditional Cultural Places (TCPs) or Properties of Traditional and Religious Cultural Importance (PTRCIs) are identified within the APE and cannot be avoided through project redesign or alternate fiber construction methods, NTIA shall consult with the appropriate Tribal Consulting Party on treatment. SFIS may, at their expense, employ a qualified Tribal construction monitor to avoid potential adverse effects. NTIA and SFIS will consult with the respective THPO on construction monitoring procedures.
- C. If NTIA, in consultation with the SHPO and/or THPO, determines that an adverse effect on historic properties has or will occur and cannot be adequately avoided through other measures, SFIS' Qualified Professional will develop a treatment plan with proposed minimization and mitigation measures.
 - 1. The treatment plan will identify the nature of any adverse effects on historic properties and describe the measures that will be implemented to minimize or mitigate those effects.
 - 2. The treatment plan will establish the boundaries of treatment activities. NTIA and the Reviewing Parties may agree to allow SFIS to proceed with construction activities outside of the treatment boundaries elsewhere in the Project Phase during the treatment plan review and approval period.
 - 3. The treatment plan will provide an implementation timeline that defines what measures must be carried out prior to construction commencement.
 - 4. The treatment plan will be consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, the Advisory Council on Historic Preservation's *Treatment of Archeological Properties; A Handbook*; and Part 4.10.16 of the NMAC, *Standards for Excavation and Test Excavation*, and Part 4.10.17 NMAC, *Standards for Monitoring* and in so doing will incorporate provisions for monitoring discoveries.
- D. SFIS shall submit the treatment plan to the SHPO/THPO and other Reviewing Parties on the project Phase for a thirty (30) day review and approval period.
 - 1. If NTIA receives no written comment within the 30-day review period, NTIA will notify Reviewing Parties that the review period has ended and instruct SFIS to proceed.
 - 2. If NTIA receives written comments on the proposed treatment plan, NTIA will instruct SFIS to address such comments or recommendations prior to finalizing the treatment plan.
 - 3. Should NTIA disagree with proposed revisions to the treatment plan, or if any Reviewing Party objects to the proposed treatment plan approach, NTIA will consult with all Reviewing Parties to resolve the dispute.
 - 4. If NTIA is unable to resolve the dispute within ten days of consulting on the objection, NTIA will request ACHP comments in accordance with Stipulation XII Dispute Resolution.
- E. SFIS will implement any treatment plan as a binding provision of SFIS's TBCP funding.

VIII. CURATION

- A. All material resulting from work carried out pursuant to this Agreement shall be curated in

accordance with 36 CFR part 79 and NMAC Part 4.10.8.19.

- B. Any material remains removed from *tribal lands* remain the property of the respective tribe and NTIA shall consult with the respective Tribal government to define acceptable curation conditions.
- C. Any material remains (6 CFR 79.4 “Material remains”) removed from federal land that are not subject to the Native American Graves Protection and Repatriation Act (NAGPRA) and their associated records (36 CFR Part 79.4 “Associated Records”) will be curated in accordance with 36 CFR Part 79, *Curation of Federally Owned and Administered Archaeological Collections*, and at the Museum of Indian Arts and Culture in Santa Fe, New Mexico.
- D. Any material remains removed from non-federal, state, and other publicly owned land and their associated records will be curated in accordance with 4.10.8.19 NMAC, and with 36 CFR Part 79, *Curation of Federally owned and Administered Archaeological Collections*, and based on guidance provided by the NM SHPO. Material remains will be curated at the Museum of Indian Arts and Culture in Santa Fe, New Mexico.
- E. SFIS will provide private landowners with the opportunity to donate material resulting from data recovery efforts to facilities that comply with the standards in 36 CFR Part 79. If private landowners decline to donate materials, SFIS shall return all artifacts and materials recovered through implementation of the terms of this Agreement to the respective landowners after analysis and reporting are complete.

IX. CONFIDENTIALITY

- A. NTIA shall protect information about historic properties to the extent allowed by 36 CFR § 800.11(c), Freedom of Information Act, 5 U.S.C. § 552 (2023), as amended, and other applicable state and local laws. Confidentiality regarding the specific nature and location of archaeological sites and any other cultural resources under this Agreement shall be maintained to the extent allowable by law. Dissemination of such information shall be limited to appropriate personnel within NTIA, the Signatories, Invited Signatories and those parties involved in planning, reviewing, and implementing this Agreement. When information is provided to NTIA by SHPO, tribes, or others who wish to control the dissemination of that information more than described above, NTIA will do so to the extent permissible by federal law. NTIA and SFIS will adhere to any federal agency specific confidentiality requirements that may apply to work proposed on federal lands.

X. POST-REVIEW DISCOVERIES

- A. Unanticipated discoveries of cultural materials lacking human remains on federal, state, and private land shall comply with applicable state notification standards, federal laws, and 36 CFR § 800.13(a)(1). The unanticipated discovery process as described in Stipulation X and XI as it relates to construction practices will be considered a condition of the grant award and SFIS shall ensure that its contractors maintain a copy of an unanticipated discoveries plan onsite for review.
- B. If cultural materials are discovered by construction crew members or Tribal or archaeological monitors that might indicate the presence of past human activity or a cultural site that is of historic age (50-years-old or older), all work must immediately stop within a 100-foot radius of the discovery.
 - 1. For all discoveries, work must also stop in the surrounding area where further historic properties can reasonably be expected to occur.
 - 2. SFIS shall notify NTIA of post-review discoveries within 24 hours. NTIA shall then notify all Signatories and Invited Signatories to this Agreement of the discovery within forty-eight hours. If, in consultation, the Signatories determine that the property is eligible for inclusion in the NRHP, the terms of this Agreement shall apply, and the procedures described in Stipulations VI and VII will apply.

XI. TREATMENT OF HUMAN REMAINS

- A. Inadvertent discoveries of cultural materials with human remains or funerary objects shall comply with applicable federal or state notification standards, and applicable federal and/or state laws. At all times, human remains must be treated with the utmost dignity and respect, and in a manner consistent with the ACHP's *Policy Statement on the Treatment of Human Remains, Burial Sites and Funerary Objects* (February 23, 2007). SFIS shall ensure that their contractors maintain a copy of the inadvertent discoveries plan onsite for review.
- B. If human remains and/or funerary objects are discovered on state or private land, all surface-disturbing activities within 100 feet of the discovery shall immediately cease and measures shall be taken to protect the remains. Local law enforcement and the Office of the Medical Investigator shall be notified and the process set forth in Section 18-6-11.2 of the Cultural Properties Act, NMSA 1978 and Part 4.10.11 of the NMAC shall be followed.

XII. DISPUTE RESOLUTION

- A. Should any party to this Agreement object in writing to NTIA to any action carried out or proposed pursuant to this Agreement, the NTIA shall consult with the objecting party to resolve the objection.
- B. If NTIA determines that the objection cannot be resolved, NTIA shall forward all documentation relevant to the dispute, including NTIA's proposed resolution, to the ACHP. The ACHP shall provide NTIA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation.
- C. Prior to reaching a final decision on the dispute, NTIA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Consulting Parties and provide them with a copy of this written response. NTIA will then proceed according to its final decision.
- D. Should the ACHP not exercise one of the above options within 30 days after receipt of all pertinent documentation, the NTIA may proceed with implementing its proposed response to the objection.
- E. Any recommendation or comment provided by the ACHP shall be understood to pertain only to the subject of the dispute; NTIA's responsibility to carry out all other actions pursuant to this Agreement and SFIS's ability to proceed with authorized work in other project areas not implicated in the dispute shall remain unchanged.

XIII. REPORTING

- A. On or before January 31 of each year, or until the Agreement expires or is terminated, SFIS shall prepare and provide an annual report to all parties to this Agreement, addressing:
 - 1. Status of Project Implementation;
 - 2. Progress in Work, including a list of cultural resources inventories executed and reviewed project phases;
 - 3. Coordination of work with planning and construction schedules;
 - 4. Any disputes or objections received, and how they were resolved;
 - 5. Any problems or unexpected issues related to this Agreement encountered during the year.

XIV. AMENDMENTS

- A. Upon receipt of a written request to amend this Agreement, including its attachments, or upon a determination by NTIA to propose such an amendment, NTIA will immediately notify the other Consulting Parties and initiate a ten (10)-day period from the date of receipt to consult on the proposed amendment, or as extended by the Signatories, whereupon all Consulting Parties shall consult to consider such amendments.

XV. TERMINATION

- A. If SFIS determines that it cannot implement the terms of this Agreement, or if any Signatory determines that the Agreement is not being properly implemented, SFIS, NTIA, the SHPO or the THPO may propose to the other parties Signatories to this Agreement that it be amended or terminated. Termination shall include the submission of a technical report by SFIS on any work done up to and including the date of termination. Should a Signatory terminate the Agreement, NTIA will notify the Invited Signatories of its termination and Section 106 consultation shall continue under 36 CFR 800 Subpart B.

XVI. ANTI-DEFICIENCY

- A. NTIA's obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. NTIA will make reasonable and good faith efforts to secure the necessary funds to implement this Agreement in its entirety. If compliance with the Anti-Deficiency Act alters or impairs NTIA's ability to implement the stipulations of this Agreement, NTIA shall consult in accordance with the amendment and termination procedures found at Stipulations XIV and XV above.

XVII. DURATION

- A. The term of this Agreement shall be five (5) years from the date of execution by the Signatories unless the Signatories agree to amend the Agreement, per Stipulation XIV.A, to extend its term.
- B. Upon the completion of all stipulations to this Agreement, SFIS shall circulate to NTIA, the SHPO, THPO and the other Parties a signed memorandum documenting that SFIS has fulfilled all its responsibilities under this Agreement.

Execution of this Agreement by the NTIA, SHPO, ACHP, Pueblo of Zuni, Pueblo of Acoma, Pueblo of Isleta, and Navajo Nation Ramah Chapter, and subsequent implementation of its terms evidence that NTIA and the Bureau of Land Management, , Bureau of Indian Affairs, National Park Service, Federal Highway Administration, and U.S. Army Corps of Engineers have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

XVIII. PRIMARY POINTS OF CONTACT

- A. Names and contact information for each Party are included in Attachment D.

XIX. SIGNATORIES

- A. For purposes of this Agreement, facsimile and electronic signatures of authorized representatives of the Parties, including such signatures in counterparts, are acceptable.

EXHIBIT E– Required Federal Contract Provisions

By submitting a proposal, the Proposer acknowledges that the resulting agreement is supported by a federal award (Award #NT22TBC0290054-T1-01). The successful Proposer agrees that the following five standard provisions required for professional services under 2 CFR Part 200, Appendix II will be incorporated into the final executed contract:

1. Termination for Cause and Convenience

SFIS reserves the right to terminate the contract, in whole or in part, at any time by written notice when it is in the best interest of SFIS (Termination for Convenience). If the Contractor fails to perform or comply with any provisions of the contract, SFIS may terminate this contract for default (Termination for Cause).

2. Access to and Retention of Records (2 CFR § 200.334)

The Contractor agrees to maintain all books, records, accounts, and reports required under this award for a period of not less than three (3) years after the date SFIS submits its final Federal Financial Report to the NTIA. The Contractor shall permit SFIS, the NTIA, and the Comptroller General of the United States access to any documents, papers, or records that are directly pertinent to this project for the purposes of making audits and examinations.

3. Intellectual Property and Rights in Data (2 CFR § 200.315)

All GIS datasets, survey plats, mapping products, data dictionaries, environmental reports, and documentation generated under this contract shall become the property of SFIS. Pursuant to 2 CFR § 200.315, the Federal Awarding Agency reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the data produced under this federal award for Federal purposes.

4. Debarment and Suspension (Executive Orders 12549 and 12689)

The Proposer certifies by submission of its proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

For bids exceeding \$100,000, the Proposer certifies that it has not used, and will not use, Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency or a member of Congress in connection with obtaining any Federal contract or grant.