

ISSUED BY

New Mexico Department of Game and Fish
Share with Wildlife Program



FOR THE IMPLEMENTATION OF
SHARE WITH WILDLIFE PROJECTS ADDRESSING GAPS IN INFORMATION AND
MANAGEMENT FOR SPECIES OF CONSERVATION NEED

RFP # 80-516-00-04484

CONSERVATION SERVICES DIVISION
State Of New Mexico
Department of Game and Fish
One Wildlife Way
Santa Fe, New Mexico 87507
Dr. Bruce C. Thompson, Director

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico's Department of Game and Fish (Agency), Share with Wildlife program, is requesting proposals for to conduct projects in the areas of biological and ecological studies, conservation education, habitat conservation, and wildlife rehabilitation. The Agency is not currently staffed to complete all of the tasks that are needed. The Share with Wildlife program concentrates on wildlife without other sources of funding to provide for their conservation and management.

The purpose of this Request For Proposals (RFP) is to select qualified offerors to implement tasks within the Comprehensive Wildlife Conservation Strategy for New Mexico (CWCS), by filling gaps in wildlife conservation actions that cannot be completed by Agency staff. Funds awarded under this RFPP will be available during the fiscal year 2009 (beginning July 2008). The exact amount of funding that be awarded through this RFP is unknown at this time. Share with Wildlife projects that have been implemented within the past year range in funding amounts from \$2,000-\$12,750 per year. A portion of the total Share with Wildlife budget may not be awarded through this RFP, and may be withheld to address short-notice project needs that arise later in the fiscal year.

B. SUMMARY SCOPE OF WORK

As contemplated by and in accordance with Agency requirements, the contractor shall provide one or more of the following 4 services:

1. Conduct biological investigations: Baseline surveys and study to determine whether species of wildlife native to New Mexico are in need of additional conservation measures. Projects that provide information on natural history, status, population trends, management concerns and development of monitoring protocols for New Mexico Species of Greatest Conservation Need (SGCN), as identified within the CWCS. Continuation of multi-year projects that address current or previously-identified needs, and indicate a successful history of project implementation, are strongly recommended. The CWCS is available from the Agency's web page at

http://www.wildlife.state.nm.us/conservation/comp_wildlife_cons_strategy/.

Relevant portions of the CWCS to consider should include the list of SGCN, (www.wildlife.state.nm.us/conservation/comp_wildlife_cons_strategy/documents/appendix_h.pdf) and species-specific factors that influence SGCN (www.wildlife.state.nm.us/conservation/comp_wildlife_cons_strategy/documents/appendix_i.pdf).

2. Research and monitor SGCN and state threatened or endangered species that would benefit from additional information to update the mandated Biennial Review of Threatened and Endangered Species of New Mexico, or other wildlife that may be in need of additional conservation. Examples of possible project topics may include, but are not limited to, the topics listed below.

Genetic studies may be considered for funding in any of the categories below. Proposals for genetic studies must contain a clear explanation of how results will be used to improve conservation of wildlife species. Simply determining differentiation of populations or searching for new taxonomic distinctions with a non-specific objective of adding taxa to a listing designation is insufficient, unless such approaches are accompanied by a description of how such information will support on-the-ground conservation and management activities.

Birds

- a. Breeding season aerial surveys for bald eagles
- b. Monitoring ferruginous hawk populations and response to human activities
- c. Current distribution and abundance of white-tailed ptarmigan
- d. Gray vireo state recovery plan implementation, including surveys in areas of juniper thinning. Surveys should utilize protocols set by plan's recovery team, nest studies, and information regarding brown-headed cowbird populations and movements. New Mexico state recovery plans are available at www.wildlife.state.nm.us/conservation/threatened_endangered_species/index.htm.
- e. Monitoring bird response to human activities on state Wildlife Management Areas, such as raptor surveys at Colin Neblett WMA
- f. Snowy plover breeding distribution and abundance
- g. Painted bunting breeding distribution and abundance
- h. Long billed curlew breeding distribution and abundance

Mammals

- a. Western yellow bat population surveys and ecological studies
- b. Organ Mountains Colorado chipmunk surveys and monitoring
- c. American pika population status
- d. Implementation of measures from the meadow jumping mouse state recovery plan, including surveys of lower-elevation river valley type habitats
- e. White-sided jackrabbit population status and trends
- f. American marten habitat modeling and surveys in suitable but unsurveyed areas

Herptiles

- a. Gray checkered whiptail surveys and habitat monitoring
- b. Western ribbonsnake surveys in historic and potential habitat
- c. Current distribution of northern leopard frogs, possibly including Rio Grande and plains leopard frogs, also
- d. Great Plains narrow-mouthed toad surveys in areas of potential habitat in northeast New Mexico

Fish

- a. Implementation of the Colorado River basin chubs recovery plan, including movement studies of chub species in the Gila and San Juan River
- b. Suckermouth minnow surveys
- c. Evaluation of potential off-channel restoration sites for Chihuahua chub
- d. Distribution and status of Rio Grande chub
- e. Distribution and status of Rio Grande sucker

Invertebrates:

- a. Taxonomic and ecological information regarding cryptic and/or undescribed amphipod species at areas such as Bitter Lake National Wildlife Refuge, Sitting Bull Falls
- b. Comprehensive surveys for mollusks and crustaceans of perennial spring, seep, marsh, and cienega habitats
- c. Genetic and morphologic studies of low- and high-elevation wrinkled marshsnail populations in New Mexico
- d. Gila River basin springsnail monitoring, springsnail surveys of previously unsampled areas, and assessment of divergence among isolated springsnail populations
- e. Completing Biota Information System of New Mexico (BISON-M; www.bison-m.org) species accounts for arthropod Species of Greatest Conservation Need

General:

- a. Monitor the response of wildlife to woodland thinning projects, including pinyon-juniper thinning for grassland restoration, biofuel power generation, or bosque fuel reduction.
2. Facilitate on-the-ground, wildlife habitat conservation and restoration of wildlife habitats throughout New Mexico.
3. Coordinate wildlife rehabilitation work on behalf of injured and/or orphaned species at licensed facilities in New Mexico. The objectives of this work should be to (a) reduce the demand for the Agency's Conservation Officers in capturing, transporting and otherwise managing injured wildlife, and (b) maintain animals that may provide a contribution to the conservation of native wildlife in New Mexico, and (c) provide opportunities for citizens to increase their knowledge and appreciation of the native wildlife of New Mexico.
4. Participate in and promote public education, both K-12 and adult learning experiences, throughout New Mexico concerning our native wildlife species. Examples of such projects include:
 - a. Create photo posters of New Mexico Species of Greatest Conservation Need
 - b. Conduct general workshops on the Schoolyard Habitat Program and/or the Project WILD Science and Civic Program, particularly rural New Mexico,
 - c. Conduct school presentations about the Mexican wolf, riparian bird species, and other threatened and endangered species or Species of Greatest Conservation Need
 - d. Conduct school presentations about the ecological roles of keystone wildlife species (American beaver, Gunnison's and black-tailed prairie dogs, etc).
 - e. Developing publicity and outreach for the Share with Wildlife Gambel's quail license plate and tax check-off programs.
 - f. Introduce the USGS NatureMapping project into selected New Mexico schools: www.gap.uidaho.edu/Projects/NatureMapping/naturemapping/factsheetnm.pdf.

C. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Sample Professional Services Contract, Appendix B and Scope of Work (Attachment 1)

in this RFP. The contract is scheduled to begin not before July 2008, or upon receiving all required state approvals, whichever is later for a term of one year. The contract may be extended for up to three (3) additional one (1) year periods, or any portion thereof at the discretion of the Department, pursuant to funding availability and satisfactory service provision, as determined by the Department. In no circumstance shall the contract exceed a total of four (4) years in duration.

Multiple year proposals may be submitted. However, if awarded, funding for multi-year proposals is not guaranteed beyond June 30, 2009, and decisions to fund proposals will be made on an annual basis. Therefore, even if a FY 2009 award is granted, applicants must reapply for continued funding and their proposals must be reviewed anew for each further year funding requested.

D. PROCUREMENT MANAGER

The Agency has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone numbers are listed below.

Chuck Hayes
Share with Wildlife Coordinator
New Mexico Department of Game and Fish
One Wildlife Way
Santa Fe, NM 87507
e-mail: chuck.hayes@state.nm.us (include Share with Wildlife in subject line)
Phone: (505) 476-81011
Fax: (505) 476-8128

All deliveries via express carrier (including proposal delivery) should be addressed as follows:

Mary Medina
Conservation Services Division
New Mexico Department of Game and Fish
One Wildlife Way
Santa Fe, NM 87507

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

E. DEFINITION OF TERMINOLOGY

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

"Agency" means the New Mexico Department of Game and Fish.

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

“Department”:
For purposes of administering the RFP and associated proposals,
“Department” means the New Mexico Department of Game and Fish.

"Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

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

"DFA" means the Department of Finance and Administration for the State of New Mexico.

“Director”:
The Director of the New Mexico Department of Game and Fish.

"Evaluation Committee" means a body appointed by the Agency management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award. It contains all written determinations resulting from the procurement.

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

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

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

"Procurement Manager" means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

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

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

in the proposal.

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

"State Purchasing Agent" or "SPA" means the purchasing agent for the State of New Mexico or a designated representative.

F. **BACKGROUND INFORMATION**

Agency description

The Agency is the state wildlife agency with regulatory authority over the state's wildlife. The Agency is charged with providing for the protection of the game and fish of the state and for their use and development for public recreation and food supply, and to provide for their propagation, planting, protection, regulation and conservation to the extent necessary to provide and maintain an adequate supply of game and fish within the state.

G. **PROCUREMENT LIBRARY**

The Procurement Manager has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by contacting the Procurement Manager or his designee and scheduling an appointment. Offerors are welcome to take notes in the Procurement Library or to bring a portable copy machine to the library.

The library contains information listed below:

- Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <http://www.generalservices.state.nm.us/spd/>

II. CONDITIONS GOVERNING THE PROCUREMENT

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

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

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Agency	6/5/08
2.	Distribution List Response	Potential Offerors	6/12/08
3.	Deadline to Submit Questions	Potential Offerors	6/12/08
4.	Response to Written Questions/RFP Amendments	Agency	6/18/08
5.	Submission of Proposal	Offeror	7/7/08
6.	Proposal Evaluation	Evaluation Committee	7/22/08
7.	Selection of Finalists	Evaluation Committee	7/22/08
8.	Best and Final Offers from Finalists	Offeror	7/24/08
9.	Finalize Contract	Agency, Offeror	7/31/08
10.	Contract Award	State Purchasing Agent/DFA	8/15/08
11.	Protest Deadline	Offeror	8/29/08

Work may begin on each contract only after signed authorization has been obtained from the Department of Finance, and the Agency has informed each prospective contractor, by letter, that work is hereby authorized to proceed.

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the Agency and the State Purchasing Division of the General Services Department.

2. Distribution List Response Due

Potential offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request For Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on June 12, 2008.

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

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

3. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on June 12, 2008. All written questions must be submitted via e-mail to the Procurement Manager (See Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on June 18, 2008 via website to all potential offerors whose organization name appears on the procurement distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than two (2) days after the answers and/or amendments were issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON JULY 7, 2008.** ***Proposals received after this deadline will not be accepted.*** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D, which is as follows:

Chuck Hayes
Conservation Services Division
New Mexico Department of Game and Fish
One Wildlife Way
Santa Fe, NM 87507

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the SHARE WITH WILDLIFE PROJECTS Request for Proposals. Proposals submitted only by facsimile or other electronic means will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Agency management. This process will take place on approximately July 22, 2008. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this

time.

8. Best and Final Offers From Finalists

Finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by July 24, 2008. Best and final offers may be clarified and amended at the finalist offeror's oral presentation.

9. Finalize Contract

The contract will be finalized with the most advantageous offeror on approximately July 31, 2008. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

10. Contract Award

After review of the Evaluation Committee Report, the recommendation of the Agency management and the signed contract, the State Purchasing Agent will award the contract on August 15, 2008. This date is subject to change at the discretion of the State Purchasing Agent.

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

The award is subject to DFA approval.

11. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on July 18, 2008. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the State Purchasing Agent. The protest must be delivered to the State Purchasing Agent.

Any written protests must be delivered to the following address:

State Purchasing Agent
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mailing Address:
P.O. Drawer 26110
Santa Fe, New Mexico 87502-0110

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

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

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager.

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

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after due date for the receipt of a best and final offer if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The Agency requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Agency reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into and become part of the contract.

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

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

All contracts for professional services are subject to the review and approval of DFA pursuant to 13-1-118 NMSA 1978 and DFA Rule 2 NMAC 40.2.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the selected offeror and shall not be

deemed an opportunity to amend the offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. Notice

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

22. Agency Rights

The Agency reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere

to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the Agency and the State of New Mexico.

25. Electronic mail address required

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

26. Use of Electronic Versions of this RFP

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

27. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Appendix E that to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offerors may submit up to two (2) separate proposals for different Share with Wildlife-funded projects, if desired. The Agency is not recommending or suggesting that offerors submit multiple proposals. The Agency is merely stating an available option. In no case will more than two (2) proposals from a single offeror be accepted.

If an offeror chooses to submit two (2) proposals, each must be entirely separate from the other. The Evaluation Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

B. NUMBER OF COPIES

Offerors shall deliver two (2) identical hard (paper) copies **and** one electronic copy of the proposal on a recordable CD (CD-R) medium of each original proposal to the location specified in Section I, Paragraph D, by July 7, 2008, 2:00 pm Mountain Daylight time. Electronic submissions alone are not acceptable substitutes for the required 2 copies

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

The additional submission of one electronic copy must be in a single electronic file in Microsoft Word or PDF format. Submission of multiple electronic files, other formats, or any other medium (such as CD-RW or DVD) will not be accepted.

1. Proposal Organization

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

- a) Letter of Transmittal (Binder 1)
- b) Table of Contents (Binder 1)
- c) Share with Wildlife Proposal Cover Sheet (Binder 1). See Appendix B, or call (505) 476-8101 and a hardcopy of this document will be mailed
- d) Body of proposal (Binder 1). The body will contain all of the following information:

- 1) Project Title
 - 2) Project Objective. Provide one or more paragraphs about the intent and purpose of this project.
 - 3) Explanation of Need. Explain why this project would be of benefit to the Agency's greater mission and future goals, and the relationship to the Agency's Comprehensive Wildlife Conservation Strategy.
 - 4) Benefits the Agency may obtain from this project. Explain the usefulness of the results in detail.
 - 5) List who will be performing each task, including the principal investigator and all subcontractors (if applicable).
 - 6) Explain, in detail, methodology for the project. List specific tasks to be performed and specific products the Agency will receive in return. Write this information in a Scope of Work format that identifies specific project tasks, so that it may serve as a template upon which to base language for the official contract for this project.
 - 7) List each specific location(s) throughout New Mexico where this project will be conducted.
 - 8) Include a detailed budget, listing any supplies, labor costs, laboratory fees and other costs. Do not include travel costs as a separate line item, but figure them into an overall labor (salary) or other related costs. Note: Also include cost of any university overhead fees, if applicable for this project; Share with Wildlife's procedures allow that a maximum of 10 percent overhead may be included within the budget of a proposed project.
 - 9) Include Curriculum Vitae for all project personnel, including a minimum of three (3) references who are able to speak to the offeror's abilities as related to the proposal.
 - 10) Compliance information—indicate all wildlife species that are endangered, threatened, proposed, or candidates for listing under the federal Endangered Species Act within the area where project activities will be conducted. Lists of endangered species may be obtained by a query of the BISON-M database (www.bison-m.org). Describe what impacts (if any) the project will have to federally listed species, and any applicable permits that the offeror possesses regarding collection or handling of federally listed species. Also indicate whether or not any ground-disturbing activities or activities affecting cultural resources will occur.
- e) Response to Mandatory Specifications (Binder 2)
 - f) Suspension and Debarment Form (Binder 2)
 - g) Campaign Contribution Form (Binder 2)
 - h) Response to Agency Terms and Conditions (Binder 2)
 - i) Offeror's Additional Terms and Conditions (Binder 2)
 - j) Other Supporting Material (Binder 2)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of

proposed costs, rates or expenses must occur only in binder 2 with the cost response form.

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

The proposal summary may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

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

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

3. Share with Wildlife Proposal Cover Sheet (Appendix B)

The above-named document must accompany each proposal. This document

requires that you:

- Identify yourself by name.
- Identify the submitting organization (if applicable).
- List the specific dollar amount that is requested from Share with Wildlife for funding this proposal.
- List whether this represents (a) all, (b) a major part, or (c) a small portion of the total funding you seek for this proposal.
- List whether you (a) do or (b) do not anticipate other outside funding for your proposal
- List whether this represents Year 1, Year 2, or Year 3 of this project (whether funded by Share with Wildlife or other sources).
- List the number of years that you anticipate working on this project (note: this application would be for a single fiscal year's funding **only**: While multi-year contracts may be established as a result of this RFP, future funding for future years must be applied for, and granted, on an annual basis.)
- Identify the name and title of the person authorized by the organization to contractually obligate the organization.
- Identify the name, title, phone and fax numbers, and e-mail addresses of both (a) the offeror submitting the application, and (b) the person authorized to negotiate the contract on behalf of the organization.
- Sign your name (where indicated) at the bottom of this document
- Document must be signed by both (a) the offeror (prospective principal investigator for this project), and (b) the person authorized to contractually obligate the organization (if applicable).

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

A. **Mandatory Specifications**

1. Deliverables

In addition to completing specific tasks detailed and deliverables promised in each original proposal, Share with Wildlife contractors may be required to provide the following:

- (a) Provide one-to-two paragraph updates three times per year, to be printed in the *Share with Wildlife UPDATE* publication.
- (b) End-of-Calendar Year Progress Report, generally 1-3 pages in length. Due before December 31 each year of the contract.
- (c) End-of-Contract Period Report or Final Project Report (as applicable). Due before June 30 each year of the contract, generally 5 or more pages.
- (d) All contractors are required to acquire all appropriate federal, state and local permits before starting their work. Contractors must comply with applicable state laws and regulations, including those regarding confidentiality of data regarding state-listed species. For a State of New Mexico Scientific Collecting and Education Permit, contact (505) 476-8114 or e-mail terra.manasco@state.nm.us. For federal permits, contact the U. S. Fish and Wildlife Service at (505) 248-6920.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors, with point value assigned to each. These weighted factors will be used in the evaluation of individual offeror proposals. Each category (Biological Investigations, Habitat Restoration, Conservation Education and Wildlife Rehabilitation) will be judged independently by the standards below. The proportion of awards in each category may differ from year to year.

Factor	Points Available
1. How critical/helpful your project would be to further the Agency's needs and goals, including consideration of the probability of the project successfully accomplishing all of its stated objectives	50
2. Whether your project's target species is a State-Endangered, Threatened or a Species of Greatest Conservation Need	20
3. Whether your work history, references and quality of tangible products are well-documented for the Evaluation Committee	8
4. Educational background	5
5. Professional experience in general	10
6. Professional experience regarding the target species:	5
7. Presentation of proposal, including overall quality and clarity of writing	2
TOTAL	100

B. Evaluation Factors

Points will be awarded on the basis of the following evaluation factors:

1. Critical Need (50 points)

These points are awarded depending on how critical/helpful this project would be to further the Agency's greater needs and goals, as described within this Request For Proposals and any other applicable Agency plans or documents. Projects will be considered helpful and beneficial only if they are believed to have a high probability of successful implementation.

2. Sensitivity of Issue (20 points)

These points are granted depending on whether the project's target species is State-Endangered, State-Threatened, or a Species of Greatest Conservation Need. Maximum points would be awarded to a project that will address multiple endangered species. Fewest points would be for a project addressing a single, non-status species.

3. Work History and Quality (8 points)

These points concern the offeror's work history and quality of tangible products. Points for contractor references will be awarded based upon an evaluation of the offeror's competence to perform the project and/or work for previous clients receiving similar services to those proposed by the offeror for this contract.

4. Educational Background (5 points)

Points are awarded according to the depth and breadth of educational degrees and related experience to the project. Maximum points would be awarded for an advanced degree regarding the species within the proposal

5. Professional Experience in General (10 points)

The professionally-related experience of the offeror, including all subcontractors, will be evaluated based upon documented experience on similar projects and services.

6. Target Species Experience (5 points)

Points are awarded regarding the amount of depth of experience the offeror has in working with the target (or closely related) species of this project.

7. Presentation of proposal (2 points)

Points are awarded for appropriate writing style, including grammar and punctuation, that allows for clear understanding of the proposal.

C. Evaluation Process

1. The responsible offerors with the highest scores within each of the 4 categories (wildlife research, habitat improvement, wildlife rehabilitation, conservation education) will be selected as finalist offerors based upon the proposals submitted. Multiple proposals may be selected within each category. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the Agency will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

Share with Wildlife Projects

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on 6/12/2008. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Mary Medina
Conservation Services Division
New Mexico Department of Game and Fish
One Wildlife Way
Santa Fe, NM 87507
(505) 476-8101
Mary.Medina@state.nm.us

APPENDIX B

Share with Wildlife Proposal Cover Sheet

SHARE WITH WILDLIFE
Project Proposal Form – FY2008-2009

Project Title:

Principal Investigator:

PI's Professional Affiliation:

Mailing Address:

Daytime Phone:

Fax Number:

e-mail:

Name and title of person authorized by the organization to contractually obligate the organization and sign official documents:

Mailing Address:

Daytime Phone:

Fax Number:

e-mail:

- (1) List the specific dollar amount that you're requesting of Share with Wildlife for funding this project:
- (2) Check whether this represents (a) all___ (b) a major part___, or (c) a small portion___ of the total funding you seek for this project.
- (3) Check whether you (a) do___ or (b) do not___ anticipate other outside funding for your project.
- (4) Check whether this represents Year 1___, Year 2___, Year 3___, or Year 4___ of this project (whether funded by Share with Wildlife or other sources).
- (5) List the number of years that you anticipate working on this project (note: each application is for a single fiscal year's funding **only**; while multi-year contracts may be established as a result of this RFP, future funding must be applied for, and granted, on an annual basis): _____

Signatures and dates:

(1) Offeror

(2) Person authorized for contractual obligation

APPENDIX C

Contract Terms and Conditions

STATE OF NEW MEXICO
DEPARTMENT OF GAME AND FISH

CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Game and Fish, hereinafter referred to as (the "Agency") and **NAME OF CONTRACTOR**, hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA")

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference:

Performance Measures, default by Contractor – Contractor shall substantially perform the Performance Measures set forth in **Attachment 1**. In the event that the Contractor fails to obtain the results described in **Attachment 1**, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 4 below.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$_____. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of_____. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$_____ shall be paid by the Agency to the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall begin on **DATE** for a term of one (1) year unless terminated pursuant to paragraph 4, infra, or paragraph 5. The agency reserves the right to extend the contract on an annual basis, or any portions thereof, for up to three (3) additional years. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**"

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

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

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency: Chuck Hayes
 Share with Wildlife Coordinator
 New Mexico Department of Game and Fish
 One Wildlife Way
 Santa Fe, NM 87507

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

25. Authority.

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

26. Debarment and Suspension

A. Pursuant to 45 C.F.R. Part 76, the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

- B. The Contractor's certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this Agreement, the Contractor learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.
- C. As required by 45 C.F.R. Part 76, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

27. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or 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 the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person 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 of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the procuring agency are considered material to any work performed under this Price Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

29. Limit of Liability

The contractor's liability to the SPA or a procuring agency for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of SPA's or the procuring agency's claim. The foregoing limitation does not apply to Paragraphs 20 and 34 of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

In no event will the contractor be liable for any damages resulting from loss of data or use, lost profits or any incidental or consequential damages.

30. Survival

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

31. Succession

This agreement shall extend to and be binding upon the successors and assigns of the parties.

32. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

33. Incorporation and Order of Precedence.

Request for Proposals No. 81-630-00-07956 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then

6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

34. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the State and its agencies against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the State shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

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

By: _____
Dr. Bruce C. Thompson, Director

Date: _____

By: _____
James Karp, General Counsel

Date: _____

By: _____
Contractor

Date: _____

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

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

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the SPA:

By: _____
Purchasing Agent for the State of New Mexico

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____

Attachment 1

Scope of Work

Performance Measures

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the Agency to meet the portions of its Strategic Plan set forth below:

Agency Performance Goal: Monitor, study, and involve threatened and endangered species in the recovery plan process.

Agency Performance Objective: Monitor, study, or involve 35 threatened and endangered species in the recovery plan process. This project is also consistent with the Agency's Strategic Plan, Conservation Services Program, Objective 3, Strategy 3.1, Action 3.1.1 (Monitor the status of all indigenous wildlife currently on the state threatened or endangered list).

Activities: Contractor will conduct analyses of xxxxxxxxxxxx (listed as a New Mexico Species of Greatest Conservation Need and Threatened under the New Mexico Wildlife Conservation Act, and federally listed as Endangered under the Endangered Species Act). xxxxxxxxxxxx will be sampled non-destructively so that samples can be taken without long-term injury. Results of this work will help support the development of site-specific recovery actions needed for long-term conservation. The project thereby assist in future monitoring of this species. This Agreement will provide the manpower and expertise necessary to study and help monitor the status of one threatened or endangered species, which is in addition to the number of species that can be studied and monitored within the Agency's existing staffing levels.

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Title (Position)

Date

—OR—

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

Signature

Title (Position)

Date

APPENDIX E
SUSPENSION AND DEBARMENT REQUIREMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although HSD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which HSD will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to HSD, HSD may terminate the contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offeror’s proposal for nonresponsibility and the withholding of an award under this RFP. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph (a), below, exists, HSD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if HSD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will HSD award a contract to an Offeror if the requested exception is not granted for the Offeror.

(a)(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals-

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
- (B) Have have not , within a three-year period preceding the date of the Offeror’s 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (C) Are 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 (a)(1)(i)(B) of this certification;
- (D) Have have not , within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and
- (E) Have have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____