

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

CONSERVATION SERVICES DIVISION
State Of New Mexico
Department of Game and Fish
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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROJECT PROPOSALS

The State of New Mexico's Department of Game and Fish (Agency), Share with Wildlife program, will be considering projects to conduct biological and ecological studies, conservation education, habitat conservation, and wildlife rehabilitation during fiscal year 2012 (July 1, 2011-June 30, 2012). 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 Project Proposals (RFPP) is to identify potential project topics and qualified personnel 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. The Agency will consider proposals for project to be implemented during FY2012.

The Agency emphasizes that this RFPP is not (and is not intended to be) equivalent to the formal state procurement procedure that is referred to as a Request For Proposals. This RFPP is intended to generate project ideas for consideration and possible implementation during FY2012. Recommendations regarding Share with Wildlife projects during FY2012 will be made by Share with Wildlife staff and other agency personnel, and individuals with a demonstrated history in New Mexico wildlife conservation. Share with Wildlife projects are not limited to proposals that are submitted and considered through this RFPP, and may also include short-notice or internally-identified project needs that arise during FY2012. Proposals for projects that would exceed a threshold of \$50,000 of state funding over a four-year (or less) period will not be reviewed under this RFPP, and will instead be considered only through separate, formal state procurement processes (e.g., a Request For Proposals) as needed. It is anticipated that approximately one-half of Share with Wildlife project funding in FY2012 will be directed toward on-the-ground projects to support the conservation and restoration of native wildlife habitats in New Mexico (category #2 below), or for direct implementation of actions identified within recovery or management plans for New Mexico Species of Greatest Conservation Need (SGCN) as identified within the CWCS.

B. SUMMARY SCOPE OF WORK

The Agency shall consider proposals that provide one or more of the following services:

1. Conduct biological investigations. Baseline surveys and studies may determine whether species of wildlife native to New Mexico are in need of additional conservation measures. These projects provide information on natural history, status, population trends, management concerns, and development of monitoring protocols for SGCN. The CWCS lists Prioritized Conservation Actions which address needs for SGCN and their habitats. Continuation of multi-year projects that help to meet identified needs, and which indicate a successful history of project implementation, is strongly considered. The CWCS is available from the Agency's web page at

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

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

All research-related proposals should include a background, approach, expected results, and a description of conservation implications explaining how results can improve management of native wildlife. For example, proposals for genetic studies should contain a clear explanation of how results assessing population differentiation or taxonomic uniqueness will be used to improve conservation of wildlife species. Determining differentiation of populations or searching for new taxonomic distinctions should include interpretations that will support on-the-ground conservation and management activities.

Examples of potential projects that are of interest to the Agency include, but are not limited to, the topic areas listed below.

Birds

a. Gray vireo surveys to better define the boundaries of the management units (assessing interchange and connectedness among populations and habitats) within the state's "Gray Vireo Recovery Plan. This plan, and other state recovery plans, is available at:

www.wildlife.state.nm.us/conservation/threatened_endangered_species/index.htm .

- b. Boreal owl surveys conducted during the breeding season.
- c. Mountain plover surveys to identify the statewide distribution and abundance of breeding plovers.
- d. Bank swallow breeding colony surveys.
- e. Black swift surveys to determine distribution at waterfall breeding sites.

Mammals

- a. Surveys to determine current status or to conduct natural history research of mammals with a state designation of Endangered, Threatened or SGCN.
- b. New Mexico Bat Conservation Plan species account and habitat/land use chapter compilation and editing, to a more cohesive plan format. The draft New Mexico Bat Conservation Plan can be found at: <http://www.unm.edu/~ernie/batplan.htm> .
- c. Evaluating relationships of imperiled species among prairie dog complexes, by assessing dispersal, interchange, and persistence of associated SGCN (e.g., burrowing owls, ferruginous hawks, mountain plovers), particularly in respect to land management activities that increase fragmentation of habitats.
- d. Boreal small mammal diversity and abundance assessment, including areas where small mammals may serve as important prey for SGCN such as American martens and boreal owls.

Reptiles and Amphibians

- a. Gray checkered whiptail status surveys, including a repeat of previous survey efforts

- b. Surveys for Mexican gartersnake to determine the current status of its presence in New Mexico.
- c. Western ribbonsnake surveys in historic and potential habitats.

Fish

- a. Evaluation of potential off-channel restoration sites to support conservation and recovery of Chihuahua chub.
- b. Statewide distribution and status of Rio Grande chub and Rio Grande sucker, to include genetic or other information to support restoration of these species to streams in New Mexico, based on upon conservation needs and appropriate restoration stock.
- c. Studies of the distribution and life history of smallmouth buffalo.
- d. Surveys to determine distribution and abundance of suckermouth minnow and/or peppered chub in the Canadian River drainage.
- e. Surveys to determine distribution of central stoneroller in the Canadian River drainage.
- f. Genetic and morphological characterization of native suckers in the upper San Francisco River drainage and Sapillo Creek area.

Invertebrates:

- a. Implementation of recovery actions for listed invertebrates of Bitter Lake National Wildlife Refuge (Pecos assiminea, Koster's springsnail, Roswell springsnail, Noel's amphipod), including development of captive rearing methods and life history research.
- b. Genetic and morphologic study of springsnails (*Pyrgulopsis* spp.) and *Hyaella* amphipods in the Gila River basin.
- c. Genetic and morphologic study of wrinkled marshsnail (*Stagnicola caperata*), comparing high- and low-elevation populations from New Mexico to specimens from both nearby (Texas) and more distant (eastern United States) populations outside of New Mexico.

2. Improve wildlife habitat management through direct habitat enhancement, or monitoring results of wildlife responses to habitat management practices.

- a. On-the-ground actions to project, restore, conserve, and create aquatic habitats and surrounding natural vegetation within watersheds that provide important habitats for SGCN.
- b. Monitoring of wildlife responses to habitat management/restoration projects, including woodland thinning projects, pinyon-juniper thinning for grassland restoration, biofuel power generation, bosque fuel reduction, and riparian restoration.
- c. Monitoring of habitat impacts resulting from reptile collection activities in New Mexico (particularly for kingsnakes and milk snake of the genus *Lampropeltis*), and testing the effectiveness of efforts to reverse the effects of collection activities on reptiles in these habitats.

- 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) maintain animals that may contribute to the conservation of native wildlife in New Mexico, (b) reduce the demand for time spent by Agency's Conservation Officers in capturing, transporting and otherwise managing injured wildlife, 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 wildlife-related education, both K-12 and adult learning experiences, throughout New Mexico concerning our native wildlife species.

Examples include projects for:

- a. School presentations regarding wildlife and wildlife habitats that include Species of Greatest Conservation Need. Areas of emphasis could include short-grass prairie ecosystems and the wildlife associated with those habitats.
- b. Creation of photo posters of to support educational efforts regarding New Mexico Species of Greatest Conservation Need and their habitats. This would include development of artwork and text for the posters, plus PROJECT WILD or similar activities for the back of the poster that are focused on various communities (such as snakes, bats, or carnivores) and emphasize the relationships to habitats that support these wildlife communities.
- c. An introduction of USGS NatureMapping project into selected New Mexico schools: <http://www.gap.uidaho.edu/Projects/NatureMapping/naturemapping/factsheetnm.pdf>.
- d. Locally-based education and awareness programs regarding conservation of native turtles, which would build upon the designation of 2011 as the Year of the Turtle (see <http://www.parcplace.org/yearoftheturtle.htm>). Programs should focus on implementation of practices to reduce threats to native turtles, such as turtle shooting, which is a primary threat to western river cooters in New Mexico.

C. SCOPE OF PROJECTS TO BE CONSIDERED

The scope of projects to be considered under this RFPP shall encompass items within the defined Scope of Work above. Projects to be considered shall be subject to the following limitations.

1. Projects (or project segments) for which funding is being sought must commence during FY2012 (July 1, 2011 through June 30, 2012), and must be limited to 12 months or less in duration. Proposals to support multi-year projects may be submitted. However, consideration of proposals will be limited to a 12-month (or less) period beginning during FY2012. Multi-year projects will require annual submission and review of proposals. This 12-month (or less) proposed period of performance must be clearly identified within each proposal.
2. Submissions are limited to one (1) proposal per principal investigator. There is no limit to the number of proposals which may be submitted by an organization or agency, provided that multiple proposals submitted by the same entity do not result in more than one (1) submission per principal investigator.
3. Proposed projects must not exceed \$50,000 of Share with Wildlife funding for the 12-month (or less) period during which work and funding are proposed, or for the total life of the project (up to 4 years) for which Share with Wildlife funding may be requested. Share with Wildlife Projects implemented during FY2011 received \$2,500-\$14,000 per year.
4. The Agency seeks reimbursement for a portion of costs to perform eligible Share with

Wildlife projects through the U.S. Fish and Wildlife Service's Wildlife and Sport Fish Restoration, State Wildlife Grant Program. Offerors may NOT use Share with Wildlife funding as non-federal match for federal grant programs from which they make seek additional project funding.

5. Share with Wildlife projects are generally geared toward meeting conservation and management needs of SGCN that may be considered as nongame wildlife, including Threatened and Endangered species. Share with Wildlife will consider projects that address multiple species of wildlife, and may include game animals or sport fish. Proposals for these types of projects should provide a clear indication of how such a project represents a gap in existing wildlife-related needs in New Mexico, and why such projects can not be funded through other sources.

D. PROJECT EVALUATION MANAGER

The Agency has identified a Project Evaluation Manager who is responsible for the conduct of this RFPP 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) 476-8111 (office), (505) 944-5477 (cell)
Fax: (505) 476-8128

Any inquiries or requests regarding this RFPP should be submitted to the Project Evaluation Manager in writing. Offerors may contact ONLY the Project Evaluation Manager regarding this call for project proposals. Other state employees are not able to respond to questions regarding this RFPP.

E. 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.

II. CONDITIONS GOVERNING PROJECT EVALUATION

This section of the RFPP contains the schedule for the project review and evaluation, and describes the major events and the conditions governing the RFPP.

A. SEQUENCE OF EVENTS

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

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of Call for Proposals	Agency	5/16/11
2.	Deadline to Submit Questions	Potential Offerors	6/3/11
3.	Response to Written Questions/Amendments	Agency	6/13/11
4.	Submission of Proposal	Offeror	6/30/11
5.	Proposal Evaluation	Evaluation Committee	7/29/11

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 RFPP

This RFPP is being issued by the Agency's Conservation Services Division, which administers the Agency's Share with Wildlife program.

2. Deadline to Submit Written Questions

Potential offerors may submit additional written questions as to the intent or clarity of this RFPP until close of business on June 3, 2011. All written questions must be submitted via e-mail to the Project Evaluation Manager.

3. Response to Written Questions/RFPP Amendments

Written responses to written questions and any RFPP amendments will be distributed on June 13, 2011 via electronic media.

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

4. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROJECT EVALUATION MANAGER OR DESIGNEE NO LATER THAN CLOSE OF BUSINESS (5:00 PM MOUNTAIN DAYLIGHT TIME) ON JUNE 30, 2011. **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 Project Evaluation 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 Project Proposals. **Proposals submitted only by e-mail, facsimile or other electronic means will not be considered.**

5. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by the Agency. This process will take place on approximately July 29, 2011. During this time, the Project Evaluation Manager may initiate discussions with offerors 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.

C. GENERAL CONDITIONS

1. Incurring Cost

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

2. 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.

3. 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 Project Evaluation Manager.

4. Disclosure of Proposal Contents

The proposals will be kept confidential until the evaluation process is completed. 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 Project Evaluation 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 offeror's request shall be examined in order to 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.

5. No Obligation

This RFPP in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed professional services.

6. Withdrawal of RFPP

This RFPP may be canceled at any time and any and all proposals may be withdrawn from consideration when the Agency determines such action to be in the best interest of the Agency and the State of New Mexico.

7. Governing Law for Share with Wildlife Program

All activities of the Share with Wildlife program, including this RFPP and any agreement implemented under the Share with Wildlife program, are governed by the laws of the State of New Mexico.

8. Terms and Conditions

Share with Wildlife generally implements projects through professional services contracts. Contracts between the Agency and a contractor follow the format

specified by the Agency and contain the terms and conditions set forth in Appendix C, "Sample Contractual Agreement", and require signatures for the forms included in Appendix D (Campaign Contribution Disclosure Form) and Appendix E (Suspension and Disbarment Requirement). However, the Agency reserves the right to negotiate with potential contractors provisions in addition to those contained in the Appendix C. All entities that perform Share with Wildlife projects through implementation of professional services contracts are required to have a valid New Mexico Tax Identification Number.

Should an offeror object to any of the Agency's terms and conditions, as contained in this Section or in Appendix C, 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 withdrawal of the offeror's proposal from consideration.

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in any agreement to be negotiated with the Agency. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

9. 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 RFPP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer.

10. 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 project evaluation. This right is at the sole discretion of the Evaluation Committee.

11. Agency Rights

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

12. Ownership of Proposals

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

13. Electronic mail address required

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

14. Use of Electronic Versions of this RFPP

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

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 one (1) proposal for Share with Wildlife consideration per principal investigator. There is no limit on the number of proposals that may be submitted per organization, provided that there are different principal investigators for each proposal.

B. NUMBER OF COPIES

Offerors shall deliver one (1) hard (paper) copy **and** one (1) electronic copy of the proposal on a compact disk (CD) medium of each original proposal to the location specified in Section I, Paragraph D, by June 30, 2011, 5:00 pm Mountain Daylight time. Electronic submissions alone are not acceptable substitutes for the required electronic and hard 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.), with delineation for each required section of the proposal. The required 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 (e.g., via e-mail) will not be accepted. **All proposals will be subject to a page limit. There shall be a 15 page limit, which will include all portions of the proposal described within items c) through e) below. Any pages that exceed the limit of 15 pages for items c) through e) shall be discarded from the proposal, and shall not be reviewed or considered during proposal evaluation.**

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
- b) Share with Wildlife Proposal Cover Sheet and Project Abstract (Appendix A) Use either Version 1 or Version 2 of the Project Abstract, depending on the project type (conservation education, wildlife rehabilitation, habitat conservation, biological and ecological studies). Although many projects address multiple topic areas, identifying the primary category for each proposal allows for the most appropriate consideration of each potential project. Exact copies of the forms in Appendix A are not required; self-generated forms may be utilized as long as all requested information is provided in a clear and complete manner. If hard copies of the Share with Wildlife Proposal Cover Sheet and Project Abstract are desired, call (505) 476-8111 and a hardcopy of these documents will be mailed.
- c) Title Page and Table of Contents
- d) Body of proposal. 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 could serve as a template upon which to base language for a contract's scope of work 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 applicable 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.
- e) Other Supporting Material
 - f) Compliance information—This is an expansion (including support and justification) of compliance information summarized in the Project Abstract. 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.
 - g) Offeror's Additional Terms and Conditions (if any)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFPP. All forms provided in the RFPP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and withdrawn from consideration on that basis.

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, and must not result in the proposal exceeding the 15-page limit.

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 a contract on behalf of the organization;
- d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) be signed by a person authorized to contractually obligate the organization;
- f) acknowledge receipt of any and all amendments to this RFPP.

3. Share with Wildlife Proposal Cover Sheet and Project Abstract (Appendix A)

The Share with Wildlife Proposal Cover Sheet and Project Abstract must accompany each proposal. These documents require 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, both for the current year, and for the entire project duration (if applicable).
- 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.
- Include funding histories that list the calendar year of project funding, amount funded, and an indication of whether funding was or was not provided by Share with Wildlife.
- 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.
- Include signatures by both (a) the offeror (prospective principal investigator for this project), and (b) a person authorized to contractually obligate the organization (if applicable).
- Summarize project needs/objectives and approaches within the Project Abstract.

- Identify your project as falling under the primary categories of conservation education (Project Abstract Version 1), wildlife rehabilitation (Version 1), habitat conservation (Project Abstract Version 2), or biological and ecological studies (Version 2).

A sample Project Abstract is included in Appendix B for assistance in completing this document.

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 accordingly.

Failure to respond to Mandatory Specifications will result in the withdrawal of the proposal from consideration, as a non-responsive proposal.

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 two times per year, to be printed in the *Share with Wildlife UPDATE* publication.
- (b) 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.
- (c) At the conclusion of each project, the offeror should present the results of the project in a scientific or professional venue, which may include a presentation to Agency staff.
- (c) 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) 476-8130 or e-mail Eliza.Gilbert@state.nm.us. For federal permits, contact the U. S. Fish and Wildlife Service at (505) 248-6920.

V. EVALUATION

A. EVALUATION SUMMARY

The following is a summary of evaluation factors which will be considered in the review of each project proposal.

1. The factors below will be used in the evaluation of offeror proposals within each of the Share with Wildlife topic areas (Biological Investigations, Habitat Restoration, Conservation Education and Wildlife Rehabilitation).
2. The responsive proposals that confer the highest value to the Agency and its publics within each of the 4 categories (wildlife research, habitat improvement, wildlife rehabilitation, conservation education) will be considered. A serious deficiency in the response to any one factor may be grounds for withdrawal from further consideration regardless of the perceived overall value.

B. EVALUATION FACTORS

Project proposals will be assessed on the basis of the following evaluation factors:

1. Critical Need

These proposals will be evaluated based upon how critical/helpful this project would be to further the Agency's greater needs and goals, as described within this RFPP 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

Proposals are evaluated depending on whether the project's target species is State-Endangered, State-Threatened, or Species of Greatest Conservation Need. Maximum value would be assigned to a project that will address multiple species or habitats with a status indicating greatest need for conservation measures. Lowest value would be for a project addressing a single, non-status species.

3. Work History and Quality

This criterion concerns the offeror's work history and quality of tangible products. Proposals will be evaluated based upon the offeror's ability to perform the project and/or for previous work for similar services to those proposed by the offeror.

4. Educational Background

Proposal investigators are evaluated according to the depth and breadth of educational degrees and related experience to the project. Maximum value would

be assigned for an advanced degree regarding the species within the proposal

5. Professional Experience in General

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

Value will be assigned 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

Value is assigned for appropriate writing style, including grammar and punctuation, which allows for clear understanding of the proposal.

APPENDIX A

Share with Wildlife Proposal Cover Sheet

SHARE WITH WILDLIFE
Project Proposal Form – FY2011-2012

Project Title:

Principal Investigator (PI):

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 (12-month) dollar amount of funding that you are requesting of Share with Wildlife.
- (2) List the proposed start and end dates for the project funding that is being requested. Start dates must be between September 2011 and June 2012, and end dates must be within 12 months of proposed start dates.
- (3) Check whether this request represents (a) all___ (b) a major part___, or (c) a small portion___ of the total funding you seek for this project.
- (4) Please list the full funding history for this project, including previous and anticipated future years of funding. Funding histories should include the year of project funding, amount funded, and an indication of whether funding was or was not provided by Share with Wildlife.

Signatures and dates:

(1) Offeror

(2) Person authorized for contractual obligation

SHARE WITH WILDLIFE
Project Abstract—Version 1
For Projects in Conservation Education and Wildlife Rehabilitation

Project Title: _____

Project Topic Area (primary emphasis—check one):

_____ Conservation Education

_____ Wildlife Rehabilitation

Provide brief responses to each of the following:

- (1) Provide a needs assessment summary for the proposed project, identifying (a) publics that will benefit from the proposed project, (b) evidence of public demands or interest in the project, (c) how project results will promote understanding of conservation and management needs for New Mexico wildlife and wildlife habitats.
- (2) Briefly describe project methods to be employed.
- (3) Identify (a) how wildlife-related or conservation education programs for school-aged children are aligned with New Mexico science standards and benchmarks, and (b) how programs relate to the North American Association for Environmental Education's (NAAEE) key attributes and guidelines for excellence in nonformal environmental education programs. See <http://eelinked.naaee.net/n/guidelines/topics/Nonformal-EE-Programs-Guidelines-for-Excellence> for additional information and materials from NAAEE on this topic.
- (4) List evaluation systems that will be used to assess success of the proposed projects in meeting project goals and objectives, and identify how results of these evaluations will be made available to New Mexico Game and Fish following project completion.

SHARE WITH WILDLIFE

Project Abstract—Version 2

For Projects in Habitat Conservation and Biological or Ecological Studies

Project Title: _____

Project Topic Area (primary emphasis—check one):

_____Habitat Conservation/Improvement

_____Biological or Ecological Studies

Provide brief responses to each of the following:

- (1) List the following components of the Comprehensive Wildlife Conservation Strategy for New Mexico (available at http://www.wildlife.state.nm.us/conservation/comp_wildlife_cons_strategy/) that will be addressed by the proposed project:
 - (a) Species of Greatest Conservation Need
 - (b) Key Habitat Types
 - (c) Prioritized Conservation Actions
- (2) List project objective(s).
- (3) Provide a brief description of methods to be employed.
- (4) List all counties where project activities will occur.
- (5) List all federal status species of wildlife and plants (Endangered, Threatened, Proposed, or Candidate) that occur within the project area, and indicate if any of these species may be affected by project activities.
- (6) Indicate whether the proposed project will involve any ground-disturbing activities, and if so how impacts to cultural resources will be prevented.

APPENDIX B

Sample Project Abstract

SHARE WITH WILDLIFE

Project Abstract—Version 2

For Projects in Habitat Conservation and Biological or Ecological Studies

Project Title: Chiricahua Leopard Frog Distribution, Abundance, and Prevalence of Chytrid Fungus

Project Topic Area (primary emphasis—check one):

Habitat Conservation

Biological or Ecological Studies

(1) (a) Species of Greatest Conservation Need:

Chiricahua leopard frog
plains leopard frog

(b) Key Habitat Types

Rio Grande basin 3rd and 4th order stream
Rio Grande basin 1st and 2nd order stream
Rio Grande basin marsh/cienega/spring/seep
Statewide distributed riparian habitats

(c) Prioritized Conservation Actions

- Implement the *Chiricahua Leopard Frog Recovery Plan* and develop and implement strategies to reduce the spread of chytrid fungus.
- Work with land managers to develop methods that reduce the adverse effects of non-native aquatic species on native SGCN in the watershed.
- Include nongame species in surveys to improve baseline information regarding distribution and status of SGCN.
- Work with federal and state agencies, private landowners, research institutions, and universities to design and implement the projects that will provide information outlined in Research, Survey, and Monitoring Needs sections.
- Collaborate with federal and state agencies, private landowners, research institutions, and universities to investigate habitat modification strategies and work with landowners to implement modifications when appropriate.
- Work with water management agencies to minimize the impacts of water management in the watershed to avoid dewatered conditions.

(2) List project objective(s).

The purpose of this project is to establish a comprehensive baseline assessment of leopard frog population and disease status at aquatic habitats in and around the Frog River Orchards. Results of this project will establish current distribution, abundance, and disease information on and adjacent to Frog River Orchards. This information will guide management and conservation of wildlife habitats on the Frog River Orchards and at other areas across the range of the species, and address information needs regarding presence of chytrid fungus, population robustness, and the need for refugial populations.

- (3) Provide a brief description of methods to be employed.
The project's principal investigator (Herb P. Tologist) will conduct Chiricahua leopard frog surveys, following U.S. Fish and Wildlife Service survey protocols, at a minimum of 20 suitable habitat locations on Frog River Orchards and nearby Gila National Forest lands. A sample of the Chiricahua leopard frogs observed will be captured via dip netting, and skin tissue will be collected by scraping the ventral skin surface of the body and thighs. A maximum of 60 skin scrapes will be collected. Collected samples will be mailed to Rana Analytical Laboratories to test for presence of chytrid fungus in sampled Chiricahua leopard frog populations.
- (4) List all counties where project activities will occur.
Sierra County, New Mexico
- (5) List all federal status species of wildlife and plants (Endangered, Threatened, Proposed, Candidate) that occur within the project area, and indicate if any of these species may be affected by project activities.
Listed species: southwestern willow flycatcher
northern aplomado falcon
Mexican gray wolf
Chiricahua leopard frog
Candidate species: yellow-billed cuckoo
- No project activities will include actions that impact any of the listed terrestrial species above, or their habitats. Chiricahua leopard frog may be affected, will be sampled only under a federal collecting permit to Herb P. Tologist.
- (6) Indicate whether the proposed project will involve any ground-disturbing activities, and if so how impacts to cultural resources will be prevented.
No ground-disturbing activities are involved in this project.

APPENDIX C

Sample Contractual Agreement

STATE OF NEW MEXICO

NAME OF AGENCY

PROFESSIONAL SERVICES CONTRACT # _____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1.

2.

The receipt of the deliverables contemplated under this Agreement shall assist the Agency in obtaining its goal(s) as set forth in its Strategic Plan on page(s)_____.

(or reference an Attachment 1, see below)

2. Compensation.

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the 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.

(**OR CHOICE – MULTI-YEAR** – A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$_____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX 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 terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). 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.

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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 three (3) 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 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://www.insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size

requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. 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.

24. 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.

25. Notices.

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

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

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

26. 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.

27. Lower Tier Certification

By signing this contract, the contractor certifies in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, that they have read the instructions for certification written by the U.S. Department of the Interior (Form D1-1954-9/88) and certify to the following: (1) Neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

28. Compliance with Federal Grant Conditions

This agreement shall be carried out in compliance with policies and procedures of the Federal Aid in Fish and Wildlife Restoration Act.

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

By: _____ Date: _____
Agency

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

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the 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 will 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 THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to 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

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX 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 RFPP 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 Project Selection Manager for this RFPP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Project Selection Manager for this RFPP 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 call for project 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 RFPP. 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 RFPP, 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: _____