

ISSUED BY

New Mexico Department of Game and Fish
Share with Wildlife Program



FOR THE IMPLEMENTATION OF
SHARE WITH WILDLIFE PROJECTS ADDRESSING CONSERVATION,
MANAGEMENT, AND INFORMATION REGARDING SPECIES OF
GREATEST CONSERVATION NEED

ECOLOGICAL AND ENVIRONMENTAL PLANNING DIVISION

New Mexico Department of Game and Fish
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I. INTRODUCTION

A. SUMMARY OF CHANGES FOR FY2022

This section briefly summarizes changes from prior years to the process for submitting a proposal to the Share with Wildlife program in response to this Call for Project Information (CFPI). These changes are described in more detail throughout the CFPI.

List of key changes from prior years (see more details in CFPI sections noted in parentheses):

- All offerors desiring to submit a proposal not responsive to one of the topics of particular interest listed in this CFPI or not continuing a project funded for Fiscal Year 2021 must get confirmation from the Project Evaluation Manager and any other relevant Agency staff that their topic is of strong interest to the Agency (sections II.A and VI.1.a).
- Prior to proposal preparation, all offerors submitting habitat or research proposals must contact the Project Evaluation Manager to discuss their proposed project (section II.A).
- Projects that incorporate collaboration with, or that are submitted by tribal entities, are strongly encouraged (section II.A).
- All offerors submitting wildlife education proposals are strongly encouraged to demonstrate how their proposed projects will reach under-resourced students (e.g., prioritizing students from Title 1 Schools) and how their curriculum will be developed and implemented to be culturally responsive and inclusive of students with a diversity of backgrounds and needs (section II.A.4).
- All offerors submitting wildlife education proposals are strongly encouraged to include remote learning components or alternatives to in-person learning in their proposals (section II.A.4).
- Start dates must be 17 January 2022 or 15 April 2022 for research and habitat projects. Start dates for education or rehabilitation projects must be between 17 January 2022 and 31 May 2022. Any deviations from these timelines must be discussed with the Project Evaluation Manager prior to proposal submission (sections II.B.1 and III.B.1.a).
- The Evaluation Committee may earmark a proposal that is proposed to run for more than one year for a second year of funding. If their proposal is so earmarked, the offeror would be notified and a request made for them to submit an abbreviated proposal for year two of the project in response to the Share with Wildlife CFPI released in 2022 (sections II.B.1, III.B.1.e, and III.B.1.j).
- For habitat and research projects only, offerors are requested to attach a separate shapefile, .kmz file, or Excel file containing coordinates indicating the location of proposed project sites when submitting their proposal (section III.B and Appendix A).
- All offerors submitting wildlife education proposals are strongly encouraged to demonstrate the professional qualifications of pertinent project staff as educators (section III.B.1.i).



- All offerors proposing to do research or habitat work on public (federal, state) or tribal lands must document communication with the relevant public or tribal land manager(s) regarding project feasibility, any required permits, and any support of the proposed project by the manager (section III.B.1.l).
- Any offeror for which a New Mexico Combined Reporting System (CRS) number is required on the Share with Wildlife Proposal Cover Sheet who does not have such a number at the time of proposal submission must indicate on the Cover Sheet that they will apply for a CRS number if selected for funding. Additionally, all offerors for habitat and research projects must either be registered with the Federal System of Award Management (SAMS; <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>) or willing to register if selected for funding (section III.B.1.n).
- All offerors proposing to come into New Mexico from out of state must be prepared to follow any public health orders related to COVID-19 that may still be in place at the time that their proposed project is to start. This may include requirements related to self-quarantining or testing for COVID positivity. See the following New Mexico Department of Health website for information on current requirements for individuals traveling from out of state: [Social Distancing & Travel Restrictions | NMDOH - Coronavirus Updates \(nmhealth.org\)](https://www.nmhealth.org/coronavirus) (section III.B.1.n).

B. PURPOSE OF THIS CALL FOR PROJECT INFORMATION

The Share with Wildlife program of the State of New Mexico's Department of Game and Fish (Agency) will consider projects to conduct habitat enhancement (habitat), biological and ecological studies (research), wildlife rehabilitation (rehabilitation), and wildlife education (education) to begin during the second half of Fiscal Year (FY) 2022 (desired start date of 17 January 2022 or 15 April 2022 for research and habitat projects; between 17 January 2022 and 31 May 2022 for rehabilitation and education projects). The Share with Wildlife program provides funding to perpetuate the renewable wildlife resource that provides pleasure and recreation to all New Mexicans (7-2-23 NMSA 1978). Share with Wildlife focuses on wildlife species that are without other sources of funding and provides for conservation and management efforts in New Mexico that would otherwise be lacking in support.

The purpose of this CFPI is to identify project topics of particular interest to the Agency and encourage project proposal submission by qualified personnel who may implement conservation actions described within the State Wildlife Action Plan for New Mexico (SWAP) that are pertinent to these topics of interest. Projects should benefit Species of Greatest Conservation Need (SGCN) and/or their habitats and inform conservation and management activities of New Mexico wildlife managers.

The Agency emphasizes that this CFPI is not equivalent to the formal state procurement procedure that is referred to as a Request For Proposals. This CFPI is intended to generate project proposals for consideration and possible implementation during FY2022. Share with Wildlife staff will consult with other Agency personnel and individuals from agencies and organizations with mandates and responsibilities relating to wildlife and habitat



conservation and management in New Mexico to develop recommendations for Share with Wildlife project funding in FY2022. Share with Wildlife projects may also address needs that are identified internally within the Agency and outside of this CFPI. **Proposals for projects that exceed a threshold of \$50,000 in requested funding will not be selected for funding under this CFPI.**



Arid land ribbonsnake, *M. Watson*



Black-chinned sparrow, *J. Stuart*

C. PROJECT EVALUATION MANAGER

All inquiries or requests regarding this CFPI should be submitted via email to the Project Evaluation Manager, whose contact information is listed below. Please include “Share with Wildlife CFPI” in email subject line.

Ginny Seamster, Share with Wildlife Coordinator
Ecological and Environmental Planning Division
New Mexico Department of Game and Fish
E-mail: virginia.seamster@state.nm.us
Phone: (505) 629-7738 (cell)

D. SEQUENCE OF EVENTS

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

Action	Responsibility	Deadline
Issue Call For Project Information	Agency	22 March 2021
Submission of proposal	Offeror*	28 May 2021
Proposal evaluation	Evaluation Committee	30 August 2021

*Individual submitting a proposal



E. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in section I.D above.

1. **Issue of CFPI.** This CFPI is being issued by the Agency's Ecological and Environmental Planning Division, which administers the Agency's Share with Wildlife program. It is available on the Share with Wildlife website (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>; see Applications-Reports tab).
2. **Submission of Proposal.** All proposals **MUST** be received for review and evaluation by the Project Evaluation Manager or a designee **no later than close of business (5:00 PM Mountain Daylight Time) on 28 May 2021. *Proposals received after this deadline will be rejected without review.*** PLEASE **do not** wait until 5:00 PM on 28 May 2021 to submit your proposal. Proposals must be submitted **electronically** to the Project Evaluation Manager (Ginny Seamster) at the following email address: virginia.seamster@state.nm.us. The email subject line must contain the following text: Share with Wildlife Proposal Submission. The proposal file should be named according to the following convention: Offeror last name_Project category_Project focal species (if applicable). An example is: Seamster_Research_Western river cooter. Proposals must be complete, including a cover sheet (Appendix A; Share with Wildlife Proposal Cover Sheet), a timeline (Appendix B; Timeline Template), and a budget (Appendix C; Budget Template). See section III.B below for more details on proposal format. Individuals submitting proposals (i.e., offerors) will receive a personal or automated response within 2 working days of their proposal submission. If the offeror has not received an email response of any kind from the Project Evaluation Manager within 2 working days of submission, they should assume that their proposal was not received and should resubmit the proposal before the submission deadline.
3. **Proposal Evaluation.** The evaluation of proposals will be performed by an evaluation committee assembled by the Agency. This process will take place by approximately 30 August 2021. 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 received and evaluated without any such discussion. Discussions **SHALL NOT** be initiated by the offerors during the evaluation period.



Flammulated owl, A. Van Norman



Virginia's warbler, M. Watson



II. PROJECT TOPICS AND SCOPE

A. PROJECT TOPICS OF PARTICULAR INTEREST FOR FY2022

The Agency shall consider proposals that address one of these four major categories (which are **not** listed in order of priority): habitat, research, rehabilitation, and education. Projects must address one or more of the following topics, which represent Agency priorities, **or** continue projects previously funded through last year's (FY2021) CFPI. All projects must relate to one or more SGCN identified in the SWAP. Research and habitat projects must **also** address one or more conservation actions as outlined in the SWAP. The full SWAP document is available at: <http://www.wildlife.state.nm.us/conservation/state-wildlife-action-plan/>. Information on SGCN, their habitats, and conservation actions can also be obtained through the SWAP website: <https://nmswap.org/>. Pertinent portions of the SWAP to consider include the list of SGCN (pages 14-19 or <https://nmswap.org/species>) and species-specific threats and factors that affect SGCN (Appendix F; pages 310-365). Conservation actions are described in Chapters 5 through 10 for each threat within each ecoregion and in Chapter 3 for threats to aquatic ecosystems (pages 65-66). Habitat descriptions are spread across ecoregion chapters (Chapters 5-10) and in Chapter 2; also available here: <https://nmswap.org/habitats>.

Project topic numbers are included below; **all** offerors, except those continuing a project from FY2021 OR who have received confirmation from the Agency's Project Evaluation Manager and other relevant Agency staff that their proposed topic is of strong interest to the Agency, **must** reference one or more of these topic numbers on their Proposal Cover Sheet (Appendix A). **NEW for FY2022: Prior to proposal preparation, all offerors planning to submit a habitat or research proposals MUST contact the Project Evaluation Manager to discuss their proposed project. The Project Evaluation Manager will connect the offeror with any relevant Agency biologists to address any technical questions or concerns.**

The Agency also emphasizes interest in proposals responsive to any of the below topics that incorporate work that is conducted by, or with the full support of, tribal entities regarding SGCN found on, or expected to occupy, tribal lands. Any such proposal must be submitted by a tribal entity or must document the full support of the tribal entity on whose lands project activities are proposed to occur.

1. **Habitat: Improving Wildlife Habitat Management through Habitat Enhancement for SGCN and/or Monitoring SGCN Responses to Habitat Management Practices.** For **all** habitat projects, offerors must be in contact with pertinent land managers or owners and demonstrate in their proposals that the managers or owners support any proposed project. Any work on private land **must** benefit the broader ecosystem, including natural resources on public lands. Private land owners must be willing to have the project area serve as a demonstration of the ecological benefits of habitat restoration once work is completed, which may include access by at least one public group to view the project area. Projects entailing any ground disturbance (i.e., digging any size of hole, use of any stakes or



fencing or plant poles, etc.) on federal, tribal, or state lands must demonstrate that they have coordinated with the pertinent land management agency regarding project feasibility, including any archaeological concerns in the proposed project area (see section III.B.1.1 below).

- a. Actions that promote restoration and conservation of aquatic, wetland, or riparian habitats. Topics of particular interest include:
 - i. Topic 1: Habitat enhancements at, or identification of, sites where perennial stream crossings, including culverts and similar structures, and/or water diversions are limiting habitat connectivity or quality for populations of aquatic SGCN. Geographic areas of interest include landscapes where stream crossings have previously been surveyed and their impacts on SGCN habitat connectivity assessed (see an example from a previously funded Share with Wildlife project in Santa Fe National Forest here: <https://storymaps.arcgis.com/stories/b2130335a38040c69d1d926563dae41b>) or where diversions are impacting aquatic SGCN habitat connectivity (e.g., Upper Canadian, Upper Rio Grande basins). Proposals should focus on locations where effects to SGCN are known or probable and must include one or both of the following components:
 - Replacing or otherwise enhancing culverts or other water crossings or diversions on perennial streams to improve aquatic habitat connectivity for SGCN. Must consider revegetation of any disturbed riparian areas with native vegetation as relevant. SGCN of interest include the Rio Grande chub and Rio Grande sucker and the Rio Cebolla is one stream of interest.
 - Conduct surveys to determine whether individual crossings and/or diversions are impacting SGCN presence or movement and water and habitat quality. May include environmental DNA (eDNA) surveys for presence of SGCN and/or species that may impact SGCN above and below crossings/diversions. Sampling conducted below crossings/diversions must consider the potential for eDNA (if not organisms) to traverse the focal structure from up to downstream.
 - ii. Topic 2: Actions that support retention of beavers and beaver-associated habitat features on the landscape or habitat restoration in anticipation of beaver reintroduction. Projects must demonstrate that they would benefit aquatic or riparian SGCN. Actions may include: fence installation to protect beaver and SGCN habitat; installation of beaver deceivers (e.g., pond levelers and/or culvert protectors) to retain beaver on the landscape while mitigating flooding and beaver-human conflict; or restoration of robust stands of native plants or other aspects of the habitat to facilitate and fully support future beaver presence, including installation of beaver dam analogues or other in-stream work to benefit native riparian habitats.
 - iii. Topic 3: Actions that reduce the impact of flooding events on the Black River in Eddy County. Actions must demonstrate benefits to the riparian



and aquatic ecosystems of these river systems, including benefits to SGCN such as the Texas hornshell, gray redhorse, and western river cooter. Actions may include physical landscape improvements or vegetation restoration to slow down flood events and reduce erosion and subsequent siltation of the river systems. This may include planting native vegetation, constructing rock structures, or other nature-based solutions that improve local “green infrastructure”.

- b. Actions that promote adaptation to changing climatic conditions in New Mexico. Topics of particular interest include:
 - i. Topic 4: Minimally invasive, local-scale actions that can demonstrably improve the ability of one or more SGCN to adapt to hotter and drier conditions and more extreme rainfall events projected to occur in New Mexico in future. This may include: planting drought-adapted native plants, especially those that are pollinator-friendly; restoring springs or wetland habitats; constructing beaver dam analogues or restoring native plants that help promote water retention on the landscape, slow soil erosion, or provide shade or otherwise lead to cooling of aquatic habitats; and actions that improve connectivity of aquatic or riparian habitats, pollinator habitats, or habitats of SGCN with more limited dispersal ability. This may include climate change adaptive actions that are relevant to this topic, are carefully coordinated with relevant U.S. Forest Service (USFS) or Bureau of Land Management (BLM) staff, and fall under the activities outlined in one of the following: 1) the Proposed Action (i.e., Alternative B) in the Northern New Mexico Riparian, Aquatic, and Wetland Restoration Project Environmental Assessment (https://www.fs.usda.gov/nfs/11558/www/nepa/112419_FSPLT3_5547929.pdf); 2) the Stream and Riparian Treatments section for the preferred alternative (i.e., Alternative C) described in the Final Environmental Impact Statement (EIS) for the Luna Restoration Project in the Gila National Forest (https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd632597.pdf); or 3) another EIS approved by the USFS or BLM that covers pertinent actions for federal lands in New Mexico. This does not include: 1) activities that require extensive earth moving that is not covered by an existing EA or EIS; nor 2) extensive earth moving or removal of non-native plants without careful consideration of whether the disturbed/treated area can, and how it will, be revegetated with native plants. Proposals should include as much detail as possible on where, when, and how actions will be implemented, including project area maps and information on numbers of structures, sizes of areas to be planted, etc.

2. **Research: Wildlife Surveys, Monitoring, and Information Gathering**
Research projects should inform Agency management programs for SGCN. The following applies to all **research** projects: Offerors must be in contact with



pertinent land managers or owners and demonstrate that the managers or owners support any proposed project. Projects entailing any ground disturbance (i.e., digging any size of hole, use of any stakes, turning over rocks or logs, sifting through topsoil, etc.) on federal, tribal, or state lands must demonstrate that they have coordinated with the pertinent land management agency regarding project feasibility, including any archaeological concerns in the proposed project area (see section III.B.1.1 below).

Research project topics of interest include:

a. eDNA Assay Development and Application

- i. Topic 5: Develop assays and utilize established and thoroughly-tested eDNA sampling protocols for SGCN in aquatic ecosystems. Projects of particular interest include:
 - Redesign of the extant eDNA assay for the Zuni bluehead sucker. Must include sequencing and analysis of available tissue samples collected from multiple Zuni bluehead sucker populations, in addition to available sequences on GenBank. Must also include verification of assay effectiveness to detect Zuni bluehead sucker and not sympatric suckers from eDNA samples collected from both waters that contain Zuni bluehead suckers and waters that contain sympatric species.
 - Development of eDNA markers and implementation of eDNA sampling protocols to survey for SGCN amphibians. May need to include collection of tissue samples to augment assay development, depending on data available in GenBank. The following species and locations are of particular interest:
 - Surveys for the boreal chorus frog in Catron, Cibola, Los Alamos, northwestern Rio Arriba, northwestern San Miguel, eastern San Juan, and Taos counties.
 - Surveys for northern leopard frog in Catron, Los Alamos, southern Rio Arriba, Sandoval, Santa Fe, northwestern San Miguel, and Socorro counties.
 - Surveys for Arizona treefrog in Cibola, McKinley, and Sierra counties.

b. Surveys and Ecological Studies

- i. Studies of SGCN fish, specifically field or lab-based projects focused on the following:
 - Topic 6: Field-based research to increase understanding of Chihuahua chub movement in the Mimbres River. All Chihuahua chub stocked or caught during monitoring efforts over the last five years have been PIT tagged. Movement over relatively large distances and apparent seasonal movements have been observed over the last few years. A more systematic evaluation of movement is needed to better understand the requirements for this fish. This assessment of PIT tagged individuals should include an evaluation of Chihuahua chub survival and growth within the Mimbres River system.



- Topic 7: Field and/or lab-based studies to investigate the thermal tolerances of Chihuahua chub, Rio Grande chub, and Rio Grande sucker. Information is needed on the upper lethal temperature limits for these species. The optimum temperature for growth and survival is also unknown. These studies should account for exposure time at various temperatures.
 - Topic 8: Field-based life history/ecology research for New Mexico populations of Rio Grande chub and Rio Grande sucker, including but not limited to: 1) habitat characterization; 2) influence of stream flow, temperature, and/or predators/competitors (e.g., brown trout, white sucker) on distribution and abundance.
 - Topic 9: Population genetics investigations to determine genetic structure and/or diversity within and among populations of Pecos pupfish.
 - Topic 10: Conduct field surveys to determine distribution and abundance of Rio Grande chub and Rio Grande sucker with attention to streams and watersheds that have not been sampled in over 10 years. Sampling methods could include electrofishing, trapping, or eDNA sampling. Proposal may **not** focus on the Upper Rio Grande or Rio Chama watersheds; surveys have already been supported in these areas.
- ii. Studies of amphibians and reptiles, specifically:
- Topic 11: Surveys that inform a status update for the gray-checked whiptail in New Mexico. Projects should incorporate comparison of current distribution and abundance to the status surveys conducted in 1987-1993 and emphasize investigation into the potential displacement by or hybridization with other, more common whiptails in the region.
 - Topic 12: Evaluation of the process for, and feasibility of, reintroducing SGCN leopard frogs in New Mexico, including minimization of concerns regarding disease transmission and identification of any special considerations for different managers of possible reintroduction sites. Studies should also consider genetic composition of source populations. Products should include one or more maps showing potentially suitable reintroduction sites throughout the state and detailed best management practices for performing reintroductions that include any differences in procedure between private and public lands. Projects are encouraged to include implementation of leopard frog reintroduction for at least two localities, with an emphasis on the lowland leopard frog and northern leopard frog. Projects should **not** include the Chiricahua leopard frog (reintroduction processes for this species are covered under its federal recovery plan).
 - Topic 13: Studies to enhance the understanding of captive propagation best practices for Big Bend slider and western river cooter. This includes gathering information on: 1) proper transport



- of various age classes to and from the species' native habitat, 2) temperature, water, and dietary requirements for proper health and breeding in a captive population, 3) evaluation of the requirements in naturally-occurring populations to provide the best care of each species under captive conditions; 4) the various stages of breeding, such as courtship and nesting, and 5) the care, maintenance, and growth of any hatchlings.
- Topic 14: Studies that monitor the effects of various forest activities, especially those that explore the impact of treatment prescriptions, soil compaction associated with restoration machinery traffic, and/or collection of fire wood for use at campgrounds on the Jemez Mountains or Sacramento Mountain salamander. May include consideration of the following treatment parameters or potential treatment effects on these salamanders: 1) number of downed logs left behind after thinning; 2) if Jemez Mountains salamanders occupy slash piles intended for burning at a later date and, if so, 3) if length of time that burn piles are left on the landscape to cure before burning, and/or the size of the piles, affects potential for Jemez Mountains salamander mortality; and 4) if pile burns conducted during seasons when salamanders are not active may still pose a threat to salamanders subsurface.
 - Topic 15: Studies that evaluate the occupancy and genetic connectivity, both historically and in present day, of Jemez Mountains salamander populations. Should include evaluation of the impacts of landscape-level disturbances on connectivity and identification of any connectivity hotspots and associated environmental variables.
- iii. Studies regarding birds, specifically:
- Topic 16: Potentially multi-year investigations of pinyon jays to include one or more of the following topics: 1) broad-scale survey efforts across areas lacking prior quantitative flock information; 2) full annual cycle monitoring of known nesting colonies and/or home ranges; 3) quantification and assessment of daily, seasonal, and annual habitat needs and requirements; 4) nest productivity and survival. As relevant to the proposed project, a thorough review of any previous surveys done for the pinyon jay in the proposed study area is encouraged.
 - Topic 17: Bird capture and marking efforts to expand data collection via the Motus Wildlife Tracking System in the western U.S. Would require use of geolocator tags compatible with the Motus system. Birds and geographic areas of particular interest for capture and marking include: Sprague's pipit, Baird's sparrow, chestnut-collared longspur, and thick-billed longspur in the High Plains and Tablelands and/or Chihuahuan Desert Ecoregions. Offerors must demonstrate: 1) collaboration with ongoing west-wide efforts for Motus station placement and 2) the ability to fund any planned



- Motus station construction using funds from other sources (i.e., requested Share with Wildlife funds cannot be used for station construction, unless a station is proposed for construction on Agency lands).
- Topic 18: Investigations of the impacts of bank stabilization activities as they relate to the status of bank swallow populations in New Mexico to inform technical guidance and conservation. Surveys should include: 1) identification of locations and status of active breeding colonies and quantitative population estimates; and 2) a comprehensive survey of potentially suitable bank habitat as well as formerly suitable habitat impacted by bank stabilization or urban development. Potential habitat and habitat impacted by bank stabilization or other development may be identified and quantified via a combination of satellite images and previously collected data on potential bank swallow habitat. The Bosque del Apache and greater Albuquerque area are potential sites of interest for surveys.
 - Topic 19: Investigations of rosy-finches, focusing on brown-capped rosy-finches, to address data gaps, including population connectivity in the western U.S. and winter movements within New Mexico; methods could include RFID tagging efforts and feather analyses. Consultation with the Rosy Finch Working Group is highly recommended.
- iv. Studies of mammals, specifically:
- Topic 20: Research that addresses gaps in knowledge of distribution, habitat requirements, or population sizes of endemic chipmunk (*Neotamias*) subspecies that are SGCN.
 - Topic 21: Research of SGCN bat species (e.g., western yellow bat, spotted bat, long-nosed bats) in New Mexico to determine status, distribution, and habitat requirements; these studies may incorporate acoustic monitoring of multiple bat species provided that methods follow protocols defined by the North American Bat Monitoring Program (NABat) and the projects contribute to the goals of NABat.
 - Topic 22: Surveys to better define the distribution and habitat use of the Pacific marten (state threatened; SGCN) in the San Juan Mountains and potentially Jemez Mountains of New Mexico.
 - Topic 23: Surveys for Arizona shrew (state endangered; SGCN) and southern pocket gopher (state threatened; SGCN) in the Peloncillo Mountains and potentially other areas of southwestern New Mexico that are outside of their known distributions.
- v. Studies of diseases that can impact SGCN, particularly:
- Topic 24: Monitoring for any of the following, or other novel diseases, with the intent of assessing potential occurrence and distribution and developing resource management procedures to reduce impacts on SGCN: snake fungal disease; ranavirus; chytrid fungus strains; *Pseudogymnoascus destructans* (*Pd*); coronaviruses. Surveys for snake fungal disease should focus on SGCN in the Gila



drainage or entail eDNA sampling in areas relevant to SGCN conservation efforts, including reintroductions. If proposing use of minnow traps, proposals must consider the potential for, and ways to mitigate the likelihood of, capturing New Mexico meadow jumping mice. Surveys for chytrid fungus should focus on determining which strain of fungus is present in multiple drainages (outside of the Gila or Mimbres River drainages) or areas relevant to SGCN reintroductions. *Pd* surveys may include environmental sampling of caves or mines on federal lands, especially those managed by USFS or BLM, to inform guidance for resource management and decontamination procedures. Projects responsive to this topic must have disease monitoring as a primary focus. Inclusion of a native control during genetic analyses, to test for poor sample collection, is encouraged.

3. **Rehabilitation**

Wildlife rehabilitation (rehabilitation) projects are designed to benefit injured and orphaned wildlife at licensed facilities in New Mexico. Restrictions apply per provisions of rehabilitation permits issued to rehabilitation facilities. Project proposals that incorporate techniques for tracking success of rehabilitated wildlife and/or analyzing data from rehabilitation intake and release records will be given greater consideration. Rehabilitation projects must include one or more of the following objectives:

- a. Topic 25: Activities that are specifically aimed at reducing the demand for time spent by the Agency's Conservation Officers in capturing, transporting, and otherwise managing injured wildlife.
- b. Topic 26: Providing rehabilitation services addressing crucial needs for wildlife rehabilitation. These needs include: rehabilitation facilities within outlying areas of New Mexico where similar services are not provided by any other facility; services that focus on rehabilitation of SGCN; and rehabilitation related to needs generated through natural resource utilization industries.
- c. Topic 27: Provision of high-quality care for sick and injured animals that may contribute to the conservation of native wildlife populations in New Mexico. This includes maintenance of rehabilitation facilities and provision of food and medical supplies for patients and salaries for rehabilitation staff. This also includes reporting observations of any novel or contagious diseases in sick animals to the Agency.



Big Bend slider, *J. Stuart*



Organ Mountains Colorado chipmunk, *J. Stuart*



4. **Education**

Wildlife education projects support New Mexico wildlife-related K-12 student and adult educational activities with a strong focus on core concepts from biology and ecology; inclusion of data collection and analysis efforts, especially for K-12 students; and a connection to wildlife habitat restoration and conservation and recovery of various wildlife species, especially SGCN. Education projects should involve multiple exposures to relevant material and reach as many students as possible; one day events providing for one time exposure to information and/or lacking a hands-on component are NOT encouraged. Projects should also demonstrate how they fill an unmet educational need and that curricula will be implemented by individuals with relevant professional qualifications as educators (i.e., degrees, certifications, trainings, etc.).

NEW for FY2022: Offerors for education projects are strongly encouraged to demonstrate how their projects will reach under-resourced students (e.g., prioritizing students from Title 1 Schools) and how their curriculum will be developed and implemented to be culturally responsive and inclusive of students with a diversity of backgrounds and needs. Offerors are also strongly encouraged to include remote learning components or alternatives to in-person learning in their proposals.

Educational projects must incorporate SGCN and emphasize biological communities of interest, including bats and other pollinators, reptiles and amphibians, short-grass prairies, piñon-juniper woodlands, ponderosa pine woodlands, or aquatic and riparian ecosystems. Inclusion of a diversity of habitat types is strongly encouraged.

These projects should also include information on work that the Agency does to support non-game wildlife and the means by which these wildlife conservation efforts are funded.

Proposals that involve use of Agency properties and personnel in presentations, workshops, or other educational events will be entertained if offerors coordinate this with the Agency. Offerors that target K-12 audiences in their proposals **must** list examples of New Mexico Public Education Department approved science standards that their proposed curriculum addresses. Inclusion of standards for common core subjects (including math and art) is encouraged. Offerors may include alignment of extant wildlife education programs with the New Mexico STEM Ready standards, including updating program outlines, curricula, or activity guides, as a component of their proposals. Offerors **must** demonstrate that their curriculum covers core science topics from biology, ecology, and other related disciplines and provide examples of material covered or activities performed with students in extant or planned curricula. All offerors for education projects should be prepared to submit a curriculum, lesson plan, or workshop agenda and presentations (whichever is appropriate to their project), which for programs targeting K-12 students must be accompanied by a complete list of Public Education Department



approved standards addressed, for review by the Agency if their project is selected for funding.

Examples of education projects include:

- a. Topic 28: K-12 school presentations and field trips regarding SGCN wildlife and wildlife habitats, especially those that incorporate relevant concepts from biology, ecology, and other sciences and emphasize the importance of SGCN in their broader ecosystems. These may also include educational activities associated with wildlife rehabilitation facilities that allow students to increase their knowledge and appreciation of New Mexico's native wildlife, including SGCN, and their habitats.
- b. Topic 29: Projects that enable students to gain firsthand experience with scientific data collection and analysis. These may include species monitoring via camera traps, small mammal trapping, netting aquatic macroinvertebrates, mist netting, or other surveys that follow protocols of extant species watch or citizen/community science programs. This may include setting up and monitoring appropriately placed bird feeders at a school or data collection on species occurrence using a mobile platform, such as iNaturalist, or to enhance data available in the Biota Information System of New Mexico (bison-m.org) regarding species found on public lands. Any offeror incorporating hands on activities with wildlife must have or be prepared to apply for an appropriate permit with the Agency.
- c. Topic 30: Participation of K-12 students in hands-on, local habitat conservation and restoration projects that teach wildlife management principles and techniques. Proposals that incorporate use of Agency properties will be entertained but the offeror will need to coordinate such activities with the Agency. Proposals may also include creation and monitoring of wildlife-friendly native plant gardens or other habitats at the students' school or building bird boxes for placement and monitoring near the school. May further include working towards certification of the school's grounds as wildlife habitat.
- d. Topic 31: School presentations or workshops with adults discussing human-wildlife interactions, potential conflicts, and approaches to mitigate these conflicts. Includes perceived conflicts in urban environments (e.g., bats and snakes) and potential impacts to wildlife from human activities within residential areas (e.g., spread of aquatic invasive species, water quality impacts, or effects of free-roaming cats).
- e. Topic 32: Field trips (which may involve a citizen/community science component) and workshops for adults focused on beneficial land management and watershed restoration practices, with an emphasis on nature-based solutions, for SGCN within: riparian areas, grasslands, piñon-juniper woodlands, or ponderosa pine forests and/or on the value and importance of SGCN and work being done to conserve these species.



B. SCOPE OF PROJECTS TO BE CONSIDERED

The scope of projects to be considered under this CFPI must encompass items within the above Project Topics of Particular Interest section (II.A above). Projects considered are subject to the following limitations. See the Evaluation Criteria section VI below for additional details on factors considered when evaluating proposals.

1. Projects for which funding is being sought must commence during the first part of calendar year 2022 (i.e., 17 January 2022 or 15 April 2022 for research and habitat projects; between 17 January 2022 and 31 May 2022 for education or rehabilitation projects; deviations from these start dates must be discussed with the Project Evaluation Manager prior to proposal submission), and must be limited to 12 months or less in duration. Proposals to support projects that can extend for multiple years may be submitted. However, a timeline, tasks, budget, and measurable/useable deliverables **must** be provided for a 12-month (or less) period beginning on or between (as appropriate to the proposed project type) the dates listed above. Multi-year projects will require annual submission and review of proposals. If funding is granted for FY2022, this does NOT guarantee that funding will be provided for any subsequent years. **NEW for FY2022: The Evaluation Committee may earmark a proposal that is proposed to run for more than one year for a second year of funding. If their proposal is so earmarked, the offeror will be notified by the Project Evaluation Manager and a request made for them to submit an abbreviated proposal for the second year of the project in response to the Share with Wildlife CFPI released in 2022. The Project Evaluation Manager will provide full details on requirements for the abbreviated proposal. In brief, the abbreviated proposal will be limited to 5 pages and will: 1) include an updated Proposal Cover Sheet; 2) outline any modifications to the need, methods, deliverables, timeline, project area, focal species or conservation actions, and personnel and their qualifications from the first year; 3) provide a complete budget and budget justification for the second year; and 4) describe any required renewals of permits or other compliance-related documentation and any communication with relevant land managers or owners regarding the second year of work.**
2. Proposed projects must not exceed \$50,000 of Share with Wildlife funding. The 11 Share with Wildlife Projects implemented in FY2021 received approximately \$5,000 to \$49,800 for up to 12 months of work. It is anticipated that the Share with Wildlife budget will be flat for FY2022, and funding multiple projects at or near the \$50,000 limit is unlikely. Education and rehabilitation projects are typically funded at less than ~\$20,000 for up to 12 months of work.
3. Universities; non-profit and for profit entities; local, state, tribal, and federal agencies; and individuals are all eligible to submit a proposal in response to this CFPI.
4. Matching funds are not required for Share with Wildlife projects. However, for **research and habitat projects**, proposals that include non-federal matching funds totaling $\geq 35\%$ of the total project cost will receive higher consideration. This means that if the amount being requested from Share with Wildlife is \$6,500, the offeror would have to contribute \$3,500 to provide matching funds at a rate of 35%. The



total project cost (Share with Wildlife funds PLUS provided match) would then be \$10,000. These matching funds can include waivers of established overhead costs on the part of universities or other entities, salaries from non-federal sources, or mileage used for the project, as long as the salaries, or other contributed funds, are not being used as match elsewhere and are necessary for completion of the project. For proposals selected for funding, offerors that submit proposals offering matching funds will be required to document the contribution of matching funds during the period of contract performance. This will include providing a letter stating the sources of the matching funds, documenting the amounts and sources of match in invoices submitted to the Agency for payment, providing the rates and quantities used to calculate match, and, when salary is used as match, providing a statement regarding whether the work performed falls within normal job duties.

5. The Agency typically receives federal grants to support habitat and research Share with Wildlife projects. As a result, Share with Wildlife funding for habitat and research projects is NOT eligible to serve as required matching funds for other grant programs.
6. Project proposals must address topics of interest identified in this CFPI, unless they are continuing projects funded in FY2021 or receive confirmation from the Project Evaluation Manager or other relevant Agency staff that their project topic is of strong interest to the Agency. For habitat and research projects, proposals that incorporate graduate student research while addressing applied wildlife conservation and/or management questions are strongly encouraged.
7. To avoid conflicts of interest, proposals must NOT include Agency employees as project personnel (which includes principal investigators, project managers, formal cooperators, subcontractors, or direct beneficiaries of any type). If offerors require additional details or explanations regarding Agency priorities listed within this CFPI, they should contact the Project Evaluation Manager, who may refer offerors to other Agency staff as needed. Consultation with Agency staff prior to proposal submission is **encouraged** for rehabilitation and education projects and **required** for habitat and research projects. However, any such consultation shall be considered informal, shall not result in inclusion of Agency staff in any way within the proposal, and shall have no influence on the final selection or rejection of any proposal for funding. Any submitted proposal that incorporates any Agency employee as project personnel shall be withdrawn from consideration for funding.
8. **Projects involving the capture, handling, marking, collection, or other direct take of wildlife that are listed as Threatened or Endangered under the federal Endangered Species Act are NOT eligible for Share with Wildlife funding except where the species is referenced as being of interest in this CFPI (see section II.A above) OR is confirmed by the Project Evaluation Manager as being of strong interest to the Agency AND the offeror has a Section 10 Endangered and Threatened Species Recovery permit issued by US Fish and Wildlife Service that covers any direct take associated with the proposed action.** This includes projects that would result in any harassment, harm, pursuit, hunting, shooting, wounding, killing, trapping, capturing, or collection of federally listed species through direct actions (such as invasive surveys or handling).



III. PROPOSAL FORMAT AND ORGANIZATION

A. NUMBER OF PROPOSALS

Offerors may submit one (1) proposal per project manager or principal investigator. There is no limit on the number of proposals that may be submitted per organization, provided that there is a different project manager or principal investigator for each proposal. Identification of the project manager or principal investigator within the proposal must be consistent with any definitions that the submitting organization uses to define these roles.

B. PROPOSAL FORMAT

All proposals must be typewritten such that they can be printed out on standard 8.5 x 11 paper with a minimum of 1 inch margins and 12 point font. Each required section, described below, should be included within the proposal. The submitted proposal must be in a **single electronic file (.pdf preferred; Microsoft Word document, .doc or .docx, acceptable)** that is not more than **10MB** in size (see section I.E.2 above for more details on proposal submission). Submission of multiple electronic files, other formats than .pdf or Microsoft Word document, or by any other medium (e.g., via regular mail) will NOT be accepted. **All proposals will be subject to a 10 page limit for all components in sections III.B.1.a through m described below.** Suggested lengths for each section are provided in parentheses. **Any pages that exceed the 10 page limit shall be discarded from the proposal and shall not be reviewed or considered during proposal evaluation by the review panel. Information for sections III.B.1.n and o below is excluded from the 10 page limit and important for the Project Evaluation Manager; offerors are encouraged to provide complete information for items in these sections.**

NEW for FY2022, offerors for research and habitat projects are requested to submit the locations for their proposed project sites in a separate file (shapefile, .kmz, or Excel spreadsheet containing coordinates all accepted).

1. Proposal Organization

The proposal must be organized in the following format and must contain all sections listed below in the sequence indicated. Any proposal that does not include all **required** sections (i.e., all sections except those marked as “optional”) may be withdrawn from further consideration.

- a. **Share with Wildlife Proposal Cover Sheet (Appendix A).** Please fill in all sections of the cover sheet provided in Appendix A. Please note that the cover sheet is provided separately from this CFPI on the Share with Wildlife website (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>; see Applications-Reports tab) in Microsoft Word format so that the offeror can fill it in electronically. Only sections clearly marked as “optional” can be omitted if they are not applicable. This cover sheet **is** included in the 10 page limit. For the proposed start and end dates, please note that these dates will be used to determine timing of contract implementation and termination for projects selected for funding. Please



request dates that reflect real project needs and please DO NOT select December 31st as the end date; the holiday schedule typically precludes reports from being received and processed on time. **NEW for FY2022, research and habitat projects must start on 17 January 2022 or 15 April 2022. Education or rehabilitation projects must start between 17 January 2022 and 31 May 2022. Any deviations from these timelines must be discussed with the Project Evaluation Manager prior to proposal submission.**

- b. **Project Objective.** This should be a 1-2 sentence statement of what the project will accomplish. The project objective may be posted on the Share with Wildlife website as a description of the project in the event that the proposal is selected for funding.
- c. **Project Need (1-2 pages).** Explain why the project is needed to further wildlife conservation in New Mexico within the context of the appropriate proposal category (research, habitat, education, rehabilitation). Provide all background information needed to provide context for the project and its proposed methods. For research and habitat projects, especially those being proposed on public lands but also for private lands where relevant, it is very important to reference any previous work done regarding the project focal species in the proposed study area and how the proposed project builds on this work. This is an important section.
- d. **Task List and Methods Narrative (1-2 pages).** Provide a short, numbered description of each major task to be performed for the project. After each description, provide a detailed explanation of the methodology for performing that task. Be sure to include details on variables to be measured, statistical analyses to be performed, etc. Please provide sufficient detail that it is NOT necessary to consult cited references. This is an important section.
- e. **Anticipated Deliverables and Timeline (0.5 page).** List the products that would result from the proposed work. Include an explanation of the utility of these deliverables in improving management and conservation of wildlife in New Mexico. Include a timeline (see template in Appendix B and posted on the Share with Wildlife website on the Applications-Reports tab in modifiable Microsoft Word format: <http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>) for performing key project tasks and providing project deliverables. For projects that could extend for more than one year, tasks for the year beginning in FY2022, for which funding is being requested under this CFPI, must be clearly separated from any tasks for subsequent years. There should be clear progress and significant products that would result from the work proposed for FY2022. The results and deliverables from the first year should be useful as stand-alone products since future funding for proposals selected to receive funds in FY2022 is NOT guaranteed. Since the Evaluation Committee may earmark a proposal that is proposed to run for more than one year for a second year of funding, it is helpful to clearly outline tasks and deliverables for the second year, especially those that are significantly different from the first year. Again, results and deliverables for



- the second year should be useful as stand-alone products.
- f. **Project Area (0.25-0.5 page).** List all counties where proposed project activities will occur. For habitat and research projects ONLY, include a map with points or polygons (but not broad, county-level polygons) indicating locations where any project activities will take place.
 - g. **Project Species/Key Habitats and Conservation Actions (0.25-0.5 page).** All proposal types should contain this section. For habitat and research projects, provide a list of SGCN, habitats, and specific conservation actions, copied verbatim from the SWAP or the SWAP website, that the project addresses. Include page number citations for the conservation actions copied from the SWAP document or list the actions by threat category if copied from the SWAP website. For rehabilitation and education projects, please list the SGCN included in the proposed project. This section is VERY IMPORTANT, especially for habitat and research projects.
 - h. **Personnel (0.25 page).** List the tasks that will be performed by each member of the project team, including the principal investigator and any subcontractors. Make sure that any personnel mentioned elsewhere in the proposal are included in this section. Please note that Agency employees CANNOT be listed as project personnel.
 - i. **Qualifications (0.25-0.5 page per person).** Include a **brief** curriculum vitae (CV) for the project lead and any other key project personnel. Include educational background, professional experience, skills, publications, reports, and completed projects that relate to the proposed project and are applicable to the Evaluation Criteria in section VI below. Emphasize experience with species, habitats, and methods relevant to the proposed project. It is helpful to list full titles of graduate theses completed by project personnel, especially if theses were pertinent to proposed project focal taxa or methods. For education projects, please include all education-related degrees, certifications, or other training and professional experience acquired by personnel who will be developing curricula for, or implementing curricula with, K-12 or adult students.
 - j. **Budget and Budget Justification (1 page).** Include a detailed budget (use relevant portions of the template in Appendix C; see Microsoft Word format of the template posted on Share with Wildlife website in the Applications-Reports tab: <http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>) that lists any salary/labor costs, travel costs, supplies, equipment, laboratory fees, and other costs associated with the proposed project. For evaluation purposes, list any salary/labor and/or travel rates (i.e., \$/hour, \$/mile, or \$/night) that were used to calculate the costs listed in the proposed budget. Education projects can provide a per presentation/program cost rather than separate labor and travel costs, though labor and travel rates used to determine the program cost should still be included in the description. Estimates of the number of students/participants in each program should also be provided. The budget should also include any indirect costs or overhead fees.



Purchase of any single piece of equipment that is >\$5,000 in value, or any item (even if it is less than \$5,000 in value) with a lifespan that extends beyond the proposed project timeline (includes future years if offeror plans to submit proposals for years beyond 2022), is not allowed for habitat and research projects, unless the offeror is willing to contribute the purchased equipment/item to the Agency at the conclusion of the portion of the project funded through Share with Wildlife. For habitat and research projects, equipment rental or borrowing is encouraged for items above \$5,000 in value or that have a lifespan past that of the proposed project timeline. If a piece of equipment is made up of multiple parts, all being purchased using Share with Wildlife funds and all required to make the equipment functional, then the value of the equipment is considered to be the sum of the costs of the separate parts (i.e., each part is not considered to be a separate piece of equipment); the cost of the fully functional item should be listed, not the parts.

For all projects, include a budget justification that provides information on number of hours or percent time that will be dedicated to the project for each key project team member; number of miles and nights and/or air travel costs and number of trips used in determining travel costs; and details on all budget categories relevant to the project, including the type of equipment and supplies that will be purchased and a break out of costs for the different items. Costs for the year beginning in FY2022 for which funds are being requested in response to this CFPI must be clearly separated from any costs for subsequent years for multi-year projects. For multi-year projects, a detailed budget and budget justification is required **ONLY** for the year beginning in FY2022. Since the Evaluation Committee may earmark a proposal that is proposed to run for more than one year for a second year of funding, it is helpful to clearly state the total expected cost for the second year and briefly describe any significant differences in cost expected between the first and second year.

- k. **Literature Cited (0.5 page).** List of any references cited in the proposal. Abbreviated citation formats may be used and are encouraged to reduce space used.
- l. **Documentation of Communication with Public or Tribal Agencies (required for research and habitat proposals entailing work on federal, state, or tribal lands; 0.25-0.5 page).** Describe your coordination with any public (i.e., federal or state) or tribal land managers of proposed study areas for research or habitat projects. This can include copying or summarizing text from emails received from public or tribal land management agencies regarding their support of the proposed project or information regarding the need for a special use permit or other authorization to complete the project. At a minimum, offerors are requested to reach out to the public or tribal land manager(s) where they are proposing to do work, via email or phone, to determine whether any permit or authorization would be required in order to perform their proposed study. This effort by the offeror, even if a



representative of the public or tribal land management agency(ies) does/do not respond before the proposal deadline, must be documented in the proposal. Offerors are encouraged to reach out early on in the proposal preparation process, to facilitate response by relevant public or tribal land managers prior to proposal submission.

- m. **Other Supporting Material (optional).** Offerors may include other materials that they feel may improve the quality of their proposals. However, these materials are included in the 10-page limit.
- n. **Ability to Meet Terms and Conditions (not included in 10 page limit).** By signing the Share with Wildlife Cover Sheet (Appendix A), the offeror and person authorized for contractual obligation are affirming their ability to comply with the CFPI's Specifications (in Section IV below), the Sample Contractual Agreement (Appendix D), and the Governmental Conduct Act, and their ability to complete a Campaign Contribution Disclosure Form and a W-9 Form IF their proposal is selected for funding. Share with Wildlife generally implements projects through professional services contracts, or similar agreements, which contain the terms and conditions set forth in Appendix D. All in-state, non-profit corporations and all private, for-profit entities (either in- or out of state) that perform Share with Wildlife projects through implementation of professional services contracts are required to have a valid, 11 digit New Mexico Combined Reporting System (CRS) number assigned by the New Mexico Taxation and Revenue Department. Out of state non-profit entities must also have a CRS if they are subcontracting with any entity based in New Mexico. **NEW for FY2022: If an offeror that is otherwise required to have a CRS to receive funding does not have a CRS at the time of proposal submission, they must state on the Cover Sheet that they will apply for a CRS if their proposal is selected for funding. Additionally, all offerors for habitat and research projects must be either registered with the Federal System of Award Management (SAMS; <https://www.sam.gov/SAM/pages/public/generalInfo/aboutSAM.jsf>) or willing to register if selected for funding. Finally, all offerors proposing to come into New Mexico from out of state must be prepared to follow any public health orders related to COVID-19 that may still be in place at the time that their proposed project is to start. This may include requirements related to self-quarantining or testing for COVID positivity. See the following New Mexico Department of Health website for information on current requirements for individuals traveling from out of state: <https://cv.nmhealth.org/travel-recommendations/>.** If there are no objections to the Agency's terms and conditions as described in this section of the CFPI or in Appendix D, then the **signatures on the Cover Sheet** fulfill the requirements for this section and this section can be omitted from the proposal.

Should an offeror object to any of the Agency's terms and conditions as described in this section of the CFPI or in Appendix D, that offeror



must propose specific alternative language in this section of their proposal. Having done this, the offeror should then sign the Cover Sheet with the understanding that their signature represents acceptance of all terms and conditions EXCEPT those objections laid out in this section of their proposal. **All cover sheets MUST BE SIGNED.** In proposing alternate language, offerors must reference the relevant section of Appendix D, provide a brief discussion of the purpose and impact, if any, of each proposed change, and provide **specific proposed alternate wording for the relevant section of Appendix D.** The Agency may or may not accept the alternative language if the proposal is selected for funding and reserves the right to negotiate with potential contractors for additional provisions, beyond those contained in Appendix D. General references to terms and conditions, with no provision of alternate language, or attempts at complete substitutions by the offeror (unless the offeror is a federal or tribal entity) are not acceptable to the Agency and will result in withdrawal of the offeror's proposal from consideration.

Links to forms that offerors may need to fill out and submit to the Agency IF their proposal is selected for funding are provided on the Share with Wildlife website; see the Applications-Reports tab (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>). These forms include the Campaign Contribution Disclosure Form; a form indicating that any current or former state employee that is a member of an organization entering into a professional services contract is in compliance with the Governmental Conduct Act; a DFA Agency Certification Form; and a W-9 for addition to the State of New Mexico's SHARE system if the offeror is not already a state vendor. Signed copies of any of these additional forms provided on the Share with Wildlife website should **NOT** be submitted with the proposal; they are provided for informational purposes ONLY. They should only be submitted after a project is selected for funding and an Agency employee specifically requests them from the offeror. Additionally, the Procurement Technical Assistance Center (<https://www.nmptac.org/>) may be a good resource for small businesses in terms of questions regarding registering with SAMS.

- o. **Compliance Information (not included in 10 page limit).** In order to ensure that all projects comply with applicable federal and state laws, the information below **must** be included within each proposal. Offerors for habitat and research projects will be **required** to provide additional information, including a shapefile, .kmz file, or geographic coordinates of their proposed study area, in the event that their proposal is selected for funding.
- i. **Permits.** List permit numbers for any proposal-applicable federal or state permits that the offeror possesses regarding harassment (e.g., nest monitoring or playback calling), capture, handling, tissue sample collection, transport, and retention of wildlife that are protected at the state or federal level. This includes any Agency-issued permits for



scientific collecting in New Mexico that the offeror has in hand or has applied for at the time of proposal submission. For projects involving direct take of federally listed species, this includes citation of Section 10 permit numbers (see section II.B.8 above for more details). Education and rehabilitation project offerors need to provide permit numbers for any educational program or wildlife rehabilitation permits that have been issued by the Agency, or any scientific collection permits if education projects entail capturing or harassing protected wildlife as described above. Applications and further information on Agency-issued permits can be found on the Special Use Permits and Information webpage: <http://www.wildlife.state.nm.us/enforcement/special-use-permits/>

- ii. **Disturbance.** Indicate whether any ground-disturbing activities will occur as a result of the project. If such activities will occur, describe the measures will be taken to preclude impacts to protected species and cultural resources found in the project area. Ground-disturbing activities include, but are not limited to: the use of rebar or other stakes to moor camera traps, hoop net traps, mist nets, or any other kind of net; soil sample collection of any kind/size of sample; the use of a shovel or other earth-moving equipment for plantings or installation of a fence or other structure; the use of pitfall traps for insects, reptiles, mammals, or amphibians; and sifting through soil or moving rocks and woody debris to find organisms, including terrestrial invertebrates and amphibians. If it is possible to cumulatively disturb less than one cubic meter of soil within lands managed by any given private, state, or federal entity with such activities, please indicate that in this section. To meet this criterion, the cumulative ground disturbance of all stakes, soil samples, plantings, structures, topsoil sifting, or trap arrays within lands managed by a particular land management entity has to be less than 1 square meter. If it is possible to return rocks and woody debris to their original orientation and location when conducting surveys, please indicate that in this section.
- iii. **Listed Species (required only for habitat and research projects).** Provide a list of all wildlife species that are Endangered, Threatened, Proposed, or Candidates for listing under the federal Endangered Species Act within the project area, and indicate their listing status and whether critical habitat is present in the project area. Obtain this list from the U.S. Fish and Wildlife Service's Information for Planning and Conservation (IPaC) website (<http://ecos.fws.gov/ipac/>). The list can be obtained at the county level or by uploading a shapefile of the proposed study area (this latter method produces more refined information on the presence of critical habitat in the study area). The portion of the "IPaC Resource List" (accessible via the "Print Resource List" option) that shows the study area map and list of federally listed species and critical habitats present in the study area is ideal. Please **do not** select the option to define your project or request an official species list for consultation



- purposes at this time.
- iv. **Effects (required only for habitat and research projects).** Describe what impacts (if any) the project will have on federally listed species and critical habitats included in the list obtained from IPAC and procedures that will be employed by the offeror to avoid or mitigate these impacts.



Rio Grande chub, *E. Frey*



North American river otter, *J. Stuart*



IV. SPECIFICATIONS

In addition to completing tasks and deliverables identified within their contract, Share with Wildlife contractors (i.e., offerors whose proposals are selected for funding) must be able to meet the following mandatory specifications.

1. One interim project update (1-2 paragraphs, plus 3-5 photographs) suitable for posting on the Agency website and social media and for possible use in Agency publications. Photographs should be submitted with 300 dpi resolution.
2. An end-of-Fiscal-Year report and invoice, due by 30 June of the applicable Fiscal Year (FY). The report should describe project progress and results to date. An invoice referencing the work completed during the applicable FY should be submitted with the report. The report must be received before payment can be made on the invoice. End-of-FY reports are typically 1-5 pages in length. Please note: this is only required if a project expects to run beyond June 30, 2022.
3. Final project report due by the termination date specified within the project contract. Reports are generally 5 or more pages in length. Reports for research projects are usually longer and have the sections typical of journal manuscripts. These reports are also normally accompanied by data files in the form of a Microsoft Excel spreadsheet, Microsoft Access database, and/or ArcGIS-compatible shapefile or geodatabase. A final invoice should accompany the final products and cannot be paid until the final products are received.
4. As appropriate to project activities, the offeror should arrange a time for the Project Evaluation Manager to meet with project personnel and observe project activities in person.
5. All recipients of Share with Wildlife contracts are required to acquire and provide copies of 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 (19.33.4 NMAC). Information for obtaining permits from the Agency is available on the Agency's website (<http://www.wildlife.state.nm.us/enforcement/special-use-permits/>). For federal permits, contact the U.S. Fish and Wildlife Service at (505) 248-6649 (permitsR2ES@fws.gov) for listed species, (505) 248-7882 (permitsR2MB@fws.gov) for migratory birds, or view their website for further details (<https://fwsepermits.servicenowservices.com/fws>).



Sacramento Mountain salamander, C. Painter



Juniper titmouse, J. Stuart



V. PROJECT EVALUATION PROCESS

1. **Incurring Cost.** Any cost incurred by the offeror in preparation or transmission of any materials submitted in response to this CFPI 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 submission email. Agency personnel will NOT merge, collate, assemble, or otherwise manipulate 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 via email that is addressed to the Project Evaluation Manager and electronically signed by the offeror or a duly authorized representative.
4. **Disclosure of Proposal Contents.** The proposals will be kept confidential, except as necessary for project review purposes, 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 material that is clearly marked as proprietary or confidential by the offeror. Specifically, the Project Evaluation Manager will not disclose or make public any pages of a proposal on which the offeror has imprinted "proprietary" or "confidential" subject to the following requirements:
 - a. Proprietary or confidential data shall be readily separable from the non-confidential portion of the proposal.
 - b. Confidential data are normally restricted to confidential financial information concerning the offeror's organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978.
 - c. The proposed budget, including 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 that an offeror has marked as confidential, the request shall be examined and the offeror will be consulted in order to make a determination regarding which portions of the requested data shall be disclosed. This determination will be shared with the offeror in writing. Unless the offeror takes legal action to prevent the disclosure, the data will be so disclosed.
5. **No Obligation.** This CFPI in no manner obligates the State of New Mexico or any of its agencies to the use of any proposed services.
6. **Withdrawal of CFPI.** This CFPI 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 CFPI and any agreement implemented under the Share with Wildlife program, are governed by the laws of the State of New Mexico.
8. **Offeror Qualifications.** The proposal Evaluation Committee may make investigations to determine the ability of the offeror to adhere to the requirements specified within this CFPI. The Evaluation Committee will reject the proposal of any offeror who is determined to be unable to meet these requirements.
9. **Right to Waive Minor Irregularities.** The proposal 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 other proposals received also failed to meet those requirements and doing so does not otherwise materially affect project evaluation. This right is at the sole discretion of the Evaluation Committee.
10. **Agency Rights.** The Agency reserves the right to consider all or a portion of an offeror's proposal.
11. **Ownership of Proposals.** All documents submitted in response to this CFPI shall become the property of the Agency and the State of New Mexico.
12. **Ownership of Project Products.** All reports created and data collected for projects that are selected for funding under this CFPI become the property of the Agency and the State of New Mexico and are not subject to copyright, unless alternate contract language is negotiated and incorporated into the agreement under which the project is conducted.
13. **Electronic Mail Address Required.** A large part of the communication regarding this CFPI will be conducted electronically via e-mail. Offerors MUST have a valid e-mail address to receive this correspondence.
14. **Use of Electronic Versions of this CFPI.** This CFPI 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 CFPI. In the event of conflict between a version of the CFPI in the offeror's possession and the version maintained by the Agency, the version maintained by the Agency shall govern.

Rio Grande sucker, *E. Frey*Northern leopard frog, *J. Stuart*

VI. EVALUATION CRITERIA

Project proposals will be assessed on the basis of the following evaluation criteria. Proposals may be evaluated by Agency staff and/or external species experts and other scientists, wildlife managers, educators, and potential stakeholders in the Share with Wildlife program. Proposals will be evaluated based on information provided in the 10 page proposal, **not** on any additional or external resources, including any information provided at URLs included in proposals. Proposals that confer the highest value to the Agency and its publics within each of the 4 project categories (habitat, research, rehabilitation, and education) will be considered. A serious deficiency in the proposal with respect to any one of the following criteria may be grounds for withdrawal from further consideration, regardless of the perceived overall value of the proposed project.

1. Project Value

- a. **Critical Need.** Proposals will be evaluated based upon how critical/effective the proposed project would be in furthering the objectives of the Share with Wildlife program, the broader Agency's current conservation and management goals and needs with respect to New Mexico's non-game wildlife, and the priorities for FY2022, which are described within this CFPI. **NEW for FY2022, for proposals not responsive to one of the priorities listed in this CFPI and not continuing a project funded in FY2021, this includes consideration of whether the Project Evaluation Manager and any other relevant Agency staff have provided confirmation that the proposed topic is of strong interest to the Agency.** Program objectives include perpetuating the renewable native wildlife resource of New Mexico, effecting tangible and long-reaching benefits for both species and ecosystems, educating the public about New Mexico's wildlife, and supporting species with lower potential to receive funding from other sources.
- b. **Relevance to State Priorities.** Habitat and research proposals are evaluated based on the project's focus on SGCN, habitats, and conservation actions as defined in the state's SWAP. Highest consideration will be given to a project that will address multiple SGCN, habitats, and/or conservation actions. Lowest consideration will be for a project addressing a single species without clear identification of conservation need and connection to conservation actions in the SWAP.

2. Indicators of Project Quality and Success

- a. **Method Rigor and Feasibility.** The proposal will be evaluated on the scientific merit, appropriateness, and feasibility of the proposed methods. Evaluation of feasibility will include consideration of whether pertinent owners or land managers for proposed project sites have been approached to gauge their support for the project and/or whether permits are required for the project to proceed.
- b. **Professional Experience.** The professional experience of the offeror, including all subcontractors, will be evaluated based upon documented



experience with, and ability to successfully complete, similar projects and services. This includes consideration of the offeror's work history and quality of completed products. It also includes consideration of the experience the offeror possesses with the project's target (or closely-related) species/species in the same taxonomic group as the target species or habitat(s) and proposed methods.

- c. **Educational Background.** Educational degrees/experience of offeror will be evaluated as they relate to the project. Highest consideration will be given for an advanced degree pertaining to the project focal species, community, or ecosystem or to the proposed methods. **New for FY2022, more emphasis will be placed on the professional qualifications as educators of personnel who will be developing and implementing curricula for education projects.**
- d. **Presentation of Proposal.** Quality, clarity, and completeness of the proposal are considered. This includes use of relevant and sufficient background information, correct grammar and punctuation, and overall readability and attention to detail.

3. Cost-Benefit Assessment

- a. **Budget Appropriateness.** The relative cost of the proposed project, given the utility of proposed project deliverables and the quality and expertise of the labor being provided, will be considered. Necessity and appropriateness of items listed in the budget and completeness of information provided on proposed project costs will also be considered. This is an important criterion in the evaluation process.
- b. **Provision of Matching Funds (habitat and research projects ONLY).** No matching funds are required for Share with Wildlife projects. However, for habitat and research projects ONLY, offerors who can provide and document non-federal matching funds to cover 35% or more of the total project costs for the contract period will be given additional consideration (e.g., provision of \$3,500 or more matching funds for a request of \$6,500 from Share with Wildlife for a total project cost of \$10,000).



Lesser long-nosed bat, J. Stuart



Lewis's woodpecker, M. Watson



APPENDIX A

Share with Wildlife Proposal Cover Sheet



SHARE WITH WILDLIFE

Proposal Cover Sheet – FY2022

Project Title:

Principal Investigator(s):

Principal Investigator's Professional Affiliation:

Organization's New Mexico Combined Reporting System Number (non-profit corporations that are in-state or subcontracting to in-state entities; all for profit, private entities) OR Tax Identification Number (all other entities):

Authorized person's name/title for contractual obligation and signing of official documents:

Name:

Phone:

E-mail:

Mailing Address:

Person to contact with questions regarding the project proposal (if different from above):

Name:

Phone:

E-mail:

Category (select one): ☐Habitat ☐Research ☐Rehabilitation ☐Education

- (1) Total 2022 requested funds from Share with Wildlife: \$ _____ Funds needed project start to 30 June 2022: \$ _____ Funds needed 30 June 2022 to project end: \$ _____ Additional **non-federal** matching funds to be contributed (optional): \$ _____
- (2) Proposed project start _____ and end _____ dates. Start dates must be 17 January 2022 or 15 April 2022 for habitat and research projects and between 17 January 2022 and 31 May 2022 for education and rehabilitation projects. End dates must be within 12 months of proposed start dates and cannot be December 31, 2022.
- (3) **For habitat and research projects only:** have attached a shapefile, .kmz file, or Excel file with coordinates indicating the location of proposed project sites? ☐Yes ☐No
- (4) List the topic number(s) from the CFPI (section II.A) relevant to your proposal _____
- (5) As applicable, list previous and anticipated future funding (up to 3 years total) for this project. List funds received/anticipated for future funding requests per year, separated between Share with Wildlife and other funding sources.

	<u>Year</u>	<u>Share with Wildlife Funds</u>	<u>Other Funds (source, amount)</u>
1.			
2.			
3.			

Signatures and statement of ability to meet terms and conditions: The offeror and person authorized for contractual obligation affirm that they can comply with the specifications and terms and conditions and fill out forms as specified in the Call For Project Information (CFPI; see sections III.B.1.n and IV and Appendix D), except any objections or alternative specifications described in their proposal per section III.B.1.n of the CFPI.

(1) Offeror

(2) Person authorized for contractual obligation
(if different from offeror)



APPENDIX B

Timeline Template



Project Task	J	F	M	A	M	J	J	A	S	O	N	D
Field Data Collection				x	x	x						
Lab Work						x	x	x				
Data Analysis								x	x	x		
Report Writing											x	x

Offerors are encouraged to utilize this template when creating their timeline. This template can be modified as needed to fit the needs of the offeror, including adding in year labels and shifting column headings if a project will start in 2022 and end in 2023. See modifiable version on the Applications-Reports tab of the Share with Wildlife website:

<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>



APPENDIX C

Budget Template



Budget for FY2022 Share with Wildlife Project

Share with Wildlife (\$)	Other non- federal contributions (\$)*	Federal contributions (\$)*	Description (include unit costs, quantities, and/or rates)
Salary			
Fringe Benefits			
Travel			
Equipment/ Supplies**			
Lab work (if applicable)			
Presentation/ Program (education proposals only)			
Indirect Costs (if applicable)***			
NM Gross Receipt Tax (if required)			
Total			

Offerors are encouraged to utilize this template when creating their budget. This template can be modified as needed to fit the needs of the offeror. See modifiable version on the Applications-Reports tab of the Share with Wildlife website:

<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/>

*Optional – Other non-federal contributions and federal contributions include sources of funding other than requested Share with Wildlife funds, or dollar value of in-kind donations, that are available for use in completing the proposed project. These include imputed overhead, salary, travel costs, value of equipment purchased using non-Share with Wildlife funds that will be used for the project, etc. Non-federal contributions come from non-federal sources, can be used to match federal funds, and are not already being used to match another grant. Federal contributions come from federal sources and cannot be used as match for federal funds. Offerors must be able to document any non-federal contributions intended to be used as match for the proposed project and must be willing to provide a letter listing the sources of these contributions if their proposal is selected for funding.

** Equipment/Supplies – Please note for research and habitat projects that any items with a lifespan longer than the expected duration of the project (includes future years if offerors plan to apply for Share with Wildlife funds for the proposed project in future years) are not allowed unless the offeror is willing to give the item to the Agency at the end of the project.

*** Indirect costs – Should only be included if applicable.



APPENDIX D

Sample Contractual Agreement



STATE OF NEW MEXICO

DEPARTMENT OF GAME AND FISH

PROFESSIONAL SERVICES 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 General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

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). Contractor shall be responsible to pay any gross receipts taxes out of the flat amount of (\$0.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—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 GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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 GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(DATE)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state



what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding,



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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:



1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.



D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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



18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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



22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

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

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

25. Authority.

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

26. 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.

27. Compliance with Federal Grant Conditions if utilizing federal funds

This agreement shall be carried out in compliance with policies and procedures of the Federal Aid in Fish and Wildlife Restoration Act. Awarded contractor(s) must be registered under the Federal System of Award Management (SAMS) with an 'ACTIVE' status at the time of the award, and maintain a status of 'ACTIVE' throughout the term of the contract.

<https://www.sam.gov>

For more information click the 'ABOUT' tab



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

By: _____ Date: _____
Agency Director: Michael B Sloane

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

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

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

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

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

