

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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Table of Contents

I. INTRODUCTION	3
A. PURPOSE OF THIS CALL FOR PROJECT INFORMATION	3
B. PROJECT EVALUATION MANAGER.....	4
C. SEQUENCE OF EVENTS.....	4
D. EXPLANATION OF EVENTS.....	4
II. PROJECT TOPICS AND SCOPE	6
A. PROJECT TOPICS OF PARTICULAR INTEREST FOR FISCAL YEAR 2025	6
1. Habitat (Topics 1 to 2)	6
2. Research (Topics 3 to 8)	8
3. Rehabilitation (Topics 9 to 11)	10
4. Education (Topics 12 to 16)	10
B. SCOPE OF PROJECTS TO BE CONSIDERED.....	13
III. PROPOSAL FORMAT AND ORGANIZATION	15
A. ALLOWED NUMBER OF PROPOSALS.....	15
B. PROPOSAL FORMAT AND ORGANIZATION.....	15
1. General Guidelines	15
2. Proposal Components	16
IV. PROPOSAL EVALUATION CRITERIA.....	22
A. PROJECT VALUE	22
B. INDICATORS OF PROJECT QUALITY AND SUCCESS.....	22
C. COST-BENEFIT ASSESSMENT	23
V. ADDITIONAL GUIDANCE AND INFORMATION	24
VI. CONTRACTOR RESPONSIBILITIES.....	26
APPENDIX A: PROPOSAL COVER SHEET, HABITAT OR RESEARCH PROJECT.....	28
APPENDIX B: PROPOSAL COVER SHEET, REHABILITATION PROJECT	30
APPENDIX C: PROPOSAL COVER SHEET, EDUCATION PROJECT	32
APPENDIX D: PROJECT TIMELINE TEMPLATE	34
APPENDIX E: PROJECT BUDGET TEMPLATE.....	36
APPENDIX F: SAMPLE CONTRACTUAL AGREEMENT	39
APPENDIX G: SAMPLE DATA SHARING AGREEMENT	49

I. INTRODUCTION

A. 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) 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 lack other funding sources and provides for conservation and management efforts in New Mexico that would otherwise be lacking in support.

The purpose of this Call For Project Information (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 in 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 the conservation and management activities of New Mexico wildlife managers. Share with Wildlife projects may also address needs that are identified internally within the Agency and outside of this CFPI.

The Agency emphasizes that this CFPI is not equivalent to the formal state procurement procedure that is referred to as a “Request For Proposals” (RFP). Pending review of the proposals received in response to this CFPI, a formal RFP may subsequently be issued for a subset of the project topics found in this CFPI. Specifically, a formal RFP would be issued for topics for which any Offerors that are not exempt from the State of New Mexico procurement code wish to submit a project that will require more than \$60,000 to implement over the course of two years.

The Share with Wildlife program will consider projects of up to two years in length to conduct wildlife **habitat** restoration, wildlife **research**, wildlife **rehabilitation**, and wildlife **education** activities that will begin during the second half of fiscal year (FY) 2025, with a desired start date between 15 January 2025 and 30 May 2025. **Habitat** and **research** project proposals may request up to \$50,000 for each of two years (total for two years not to exceed \$100,000). **Rehabilitation** and **education** project proposals may request up to \$20,000 for each of two years (total for two years not to exceed \$40,000). If proposing a 2-year project, Offerors for any kind of project MUST provide a two-year budget with associated justification and clearly describe how their project would benefit from a second year of funding.

Project proposals that request funding in excess of \$50,000 per year will not be selected for funding under this CFPI.

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 FY2025 for a subset of the project proposals that are received in response to this CFPI. As mentioned above, the Agency will issue a subsequent RFP as needed for a subset of the topics



described in this CFPI.

B. PROJECT EVALUATION MANAGER

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

Karen H. Gaines, BISON-M / Share with Wildlife Coordinator
 Ecological and Environmental Planning Division
 New Mexico Department of Game and Fish
 E-mail: karenh.gaines@dgf.nm.gov
 Cell phone: (505) 795-2319

C. SEQUENCE OF EVENTS

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

Action	Responsibility	Deadline
Issue the Call For Project Information (CFPI)	Agency	1 April 2024
Contact Project Evaluation Manager by 4:00 p.m. MDT	Offeror	10 May 2024
Submit proposal by 4:00 p.m. MDT	Offeror	31 May 2024
Evaluate proposals	Evaluation Committee	31 July 2024

D. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events table in Section I.C, above.

- 1. The Agency issues the CFPI by 1 April 2024.** This CFPI is being issued by the Agency’s Ecological and Environmental Planning Division, which administers the Agency’s Share with Wildlife program. The CFPI is available on the [Share with Wildlife \("Apply"\) website](https://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<https://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>).
- 2. The Offerors contact the Project Evaluation Manager by 10 May 2024 at 4:00 p.m. MDT.** All Offerors for **habitat** or **research** projects MUST contact the Project Evaluation Manager to discuss their proposed project prior to 4:00 p.m. Mountain Daylight Time (MDT) on 10 May 2024 so that, as needed, they may be referred to Agency staff with relevant expertise in their proposed project category. Offerors for **rehabilitation** or **education** projects are encouraged, but NOT required, to contact the Project Evaluation Manager by this date.
- 3. The Offerors submit proposals by 31 May 2024 at 4:00 p.m. MDT.** All proposals must be received by the Project Evaluation Manager or a designee **no later than 4:00 p.m. MDT on 31 May 2024. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED**



WITHOUT REVIEW. Proposals must be submitted **electronically** to the Project Evaluation Manager (Karen H. Gaines) as an electronic file attached to an e-mail message that is sent to the following e-mail address: karenh.gaines@dgf.nm.gov. The e-mail subject line **MUST** contain the following text: "Share with Wildlife Proposal Submission." See Section III.B below for details on proposal format and preferred file naming convention. Offerors will receive a personal or automated response within 2 working days of their proposal submission. **If the Offeror has NOT received an e-mail 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.**

- 4. The Evaluation Committee evaluates proposals by 31 July 2024.** The evaluation of proposals will be performed by an Evaluation Committee assembled by the Agency. During the evaluation period, 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. **Note:** Discussions **SHALL NOT** be initiated by any Offerors during the evaluation period. Offerors will be notified regarding the outcome of the review process after the final list of projects selected for funding has been approved by the Agency's Director.



Photo: Wimfred Frick

Mexican long-tongued bat by W. Frick

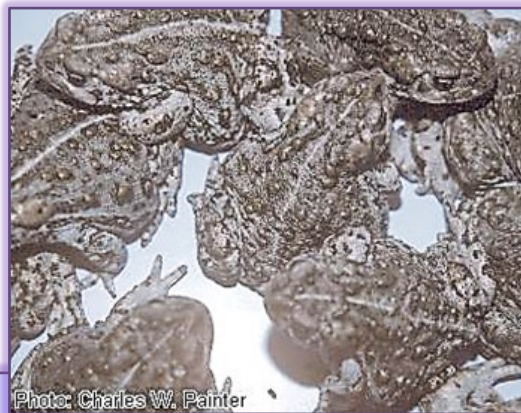


Photo: Charles W. Painter

Boreal toad by C. Painter



II. PROJECT TOPICS AND SCOPE

A. PROJECT TOPICS OF PARTICULAR INTEREST FOR FISCAL YEAR 2025

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**. All projects MUST address one or more of the following topics which represent Agency priorities and MUST relate to one or more of the SGCN identified in the SWAP. **Habitat** and **research** 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 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); also available here: <https://nmswap.org/threats-and-conservation-actions>. **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 **MUST** reference one or more of these topic numbers on their Proposal Cover Sheet (Appendices A-C).

All Offerors planning to submit a **habitat or **research** proposal MUST contact the Project Evaluation Manager by 4:00 p.m. MDT on 10 May 2024 to discuss their proposed project.** The Project Evaluation Manager will connect the Offeror with relevant Agency biologists to address any technical questions or concerns. Offerors for **rehabilitation** or **education** projects are welcome and encouraged, but NOT required, to contact the Project Evaluation Manager.

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 the proposed project activities would occur.

1. **Habitat**

Wildlife **habitat** projects inform or implement habitat enhancement for SGCN and/or monitor SGCN responses to habitat management practices. For **ALL habitat** projects, Offerors MUST be in contact with pertinent land managers or owners, document this contact in their proposals, and demonstrate that the managers or owners support the proposed project. Projects entailing any ground disturbance (*e.g.*, digging any size of hole, use of any stakes or fencing or plant poles, etc.) on 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.2.j below).



- **Topic 1: Nectar-feeding bat habitat improvement on the Double E Wildlife Management Area (WMA).** Inform and implement restoration and conservation of nectar-feeding bat habitat on the Double E WMA, near Gila, New Mexico on Bear Creek in the Gila/Cliff Valley. Focal bat species include the lesser long-nosed bat (*Leptonycteris yerbabuenae*) and the Mexican long-tongued bat (*Choeronycteris mexicana*). Activities may include, but are not limited to:
 - a. Identify, assess, and monitor the current condition of an *Agave palmeri* patch located on the Double E WMA. Desired activities include seed collection for genetic comparison to other nearby agave patches; monitoring the health and long-term sustainability of the current population, including the recruitment of agave plants in the area; and collecting environmental DNA (eDNA) samples from the agave blooms to identify foraging bat species.
 - b. Identify up to three additional areas on the Double E WMA that are suitable for establishment of new *A. palmeri* patches and plant or translocate *A. palmeri* into those areas. Desired activities include reviewing relevant environmental data and any models that show where *A. palmeri* might be present within New Mexico; ground truthing the suitability of potential translocation sites; and using appropriate methods to establish and monitor the health of *A. palmeri* within up to three confirmed suitable sites (e.g., pup harvest and translocation or seed harvest and cultivation or sowing).
 - c. Assess two nearby water sources (dirt tanks) in order to identify improvements needed to make surface water available to traveling nectar bats and other wildlife over the long term.

- **Topic 2: Riparian habitat improvement on the River Ranch WMA.** Inform and implement rehabilitation and conservation of the riparian habitat on the River Ranch WMA, near Deming, New Mexico, on the Mimbres River to benefit SGCN. Activities may include, but are not limited to:
 - a. Assess the current condition of the Tigner Grove tree stand and use by SGCN. Desired activities include surveying the current tree stands to look for signs of recruitment and/or current area conditions to assess the longevity of the stands and surveying the stand to assess current use by SGCN.
 - b. Rehabilitate the riparian area and Tigner Grove to benefit SGCN. Desired activities include clearing out the understory of Tignor Grove as needed to make space; planting additional individuals of a variety of deciduous, riparian tree species that are already present on the site; placing tree protectors/cages around any young trees found on the site and any planted trees to protect them from browsing; and monitoring for continued use of the site by SGCN.



2. [Research](#)

Wildlife [research](#) projects including wildlife surveys, monitoring, and information gathering 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 (*e.g.*, 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 all pertinent land management agencies regarding project feasibility, including any archaeological concerns in the proposed project area(s); see Section III.B.2.j.

Fish [Research](#) Projects

- **Topic 3: Arkansas River shiner genomic tool.** Create a genomic tool for evaluations of genetic diversity and effective size of the Arkansas River shiner (*Notropis girardi*) population in the Canadian River downstream of Ute Reservoir, New Mexico. This project is specifically seeking development and optimization of a Genotyping-in-Thousands by sequencing (GT-seq) panel for the Arkansas River shiner that can be used for long-term genetic monitoring and help managers evaluate the status of the remaining populations. Activities may include, but are not limited to:
 - a. Use established genomic techniques to sequence the whole genome of the Arkansas River shiner and use appropriate tools, analyses, and previously collected samples archived at the Museum of Southwestern Biology or other appropriate institution(s) to create a robust, genome-wide single-nucleotide polymorphism (SNP) dataset. Publish the assembled genome. Use the SNP dataset to design polymerase chain reaction (PCR) primers, then evaluate and use the best performing primers to optimize a GT-seq panel.
 - b. Assess the genetic health of New Mexico's Arkansas River shiner population by estimating effective population size and genetic diversity metrics using the GT-seq panel. These estimates should include contemporary data from samples collected from the Canadian River by Agency biologists.

- **Topic 4: Rio Grande sucker genomic tool.** Create a genomic tool for evaluations of genetic diversity and effective size of Rio Grande sucker (*Catostomus plebeius*) populations. This project is specifically seeking development and optimization of a GT-seq panel for the Rio Grande sucker that can be used to examine temporal changes in genome-wide diversity for captive and wild populations, estimate effective population sizes, and discern relative contributions of individual stocks in mixed-source translocated or hatchery populations. Activities may include, but are not limited to:
 - a. Use established genomic techniques to sequence the whole genome of the Rio Grande sucker and use appropriate tools, analyses, and previously collected samples archived at the Museum of Southwestern Biology or other appropriate institution(s) to create a robust, genome-wide SNP dataset. Publish the assembled genome. Use the SNP dataset to design PCR primers, then evaluate and use the best performing



primers to optimize a GT-seq panel.

Amphibian and Reptile [Research](#) Projects

- **Topic 5: eDNA monitoring of amphibians and reptiles.** Employ eDNA monitoring to benefit the conservation and management of amphibian and reptile SGCN in New Mexico, especially those with secretive life histories and associated low detection probabilities when using traditional survey techniques. Focus on species with previously developed eDNA markers. Species of interest for enhanced detection using eDNA field survey and lab-based analysis techniques include the following SGCN: boreal toad (*Anaxyrus boreas boreas*), western river cooter (*Pseudemys gorzugi*), plain-bellied watersnake (*Nerodia erythrogastor*), and Mexican gartersnake (*Thamnophis eques megalops*). Use eDNA survey results to update information on focal SGCN status, including distribution and abundance where possible, and advance the management and conservation of these species.

Bird [Research](#) Projects

- **Topic 6: Pinyon jay (*Gymnorhinus cyanocephalus*) population demographics.** Investigate pinyon jay population demographic parameters and factors driving pinyon jay declines. Specific data needs include evaluation of nest success/failure; survival for multiple life stages (*i.e.*, nestling, fledgling, post-fledging, hatch year, after hatch year) and seasons (*i.e.*, breeding, nonbreeding); changes to flock size and flock sex ratio throughout the annual cycle; and dispersal (immigration and emigration) between adjacent flocks. Potential covariates for data analyses and identification of factors influencing nest success, survival rates, flock trends, and dispersal throughout the full annual cycle may include, but are not limited to: habitat characteristics at nest sites and at the colony level, landscape-level characteristics (*e.g.*, distance to cache, roost, pinyon crop, water sources, and human development), and environmental variables (*e.g.*, Normalized Difference Vegetation Index [NDVI], drought status, and mast crop status).

Mammal [Research](#) Projects

- **Topic 7: Surveys for black-tailed prairie dogs (BTPD; *Cynomys ludovicianus ludovicianus*).** Conduct surveys for BTPD using current National Agriculture Imagery Program (NAIP) aerial imagery or a comparable data source and previously developed methodologies to identify actual or potential BTPD colonies in the eastern one-third of New Mexico based on mound detections. Ground truth potential colonies identified using imagery and determine which mounds are occupied, extirpated, or false-positive sites. Record other SGCN documented using occupied or extirpated prairie dog mounds. Develop digital maps of confirmed and potentially-occupied colonies following completion of ground-truthing surveys. Use imagery analysis and ground-truthing results to develop an updated assessment of current BTPD status and distribution in New Mexico and identify priority areas for species management and conservation for contribution to the multi-state [Homes on the Range](https://cnhp.colostate.edu/projects/hotr/) project (<https://cnhp.colostate.edu/projects/hotr/>).



- **Topic 8: Acoustic surveys of SGCN bats.** Conduct acoustic surveys for SGCN bats at sites in the eastern one-half of New Mexico where bat status/distribution information is limited. Target SGCNs include pale Townsend’s big-eared bat (*Corynorhinus townsendii pallescens*), spotted bat (*Euderma maculatum*), and western yellow bat (*Dasypterus xanthinus*). May also include tricolored bat (*Perimyotis subflavus*) and cave myotis (*Myotis velifer*) if they are included in the 2025 SWAP as new SGCN. In coordination with Agency personnel, select a minimum of 10 grid cells to survey using [North American Bat Monitoring Program \(NABat\)](#) protocols (<https://www.nabatmonitoring.org/collect-data>). Survey locations may include Agency WMAs. Conduct surveys over two years for a minimum of four nights per survey cell per year. Determine species detected by analyzing .wav files collected during the surveys and summarize survey results for each grid cell/Agency WMA. Submit all data to the NABat database.

3. **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 analyzing data from rehabilitation intake and release records (*e.g.*, to identify patterns in threats to wildlife or success in treating specific injury types) will be given greater consideration.

Rehabilitation projects MUST include one or more of the following objectives:

- **Topic 9:** 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.
- **Topic 10:** Providing rehabilitation services addressing crucial needs for wildlife rehabilitation. These needs include rehabilitation facilities in 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 natural resource utilization industry impacts.
- **Topic 11:** Providing 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, 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.

4. **Education**

Education projects support New Mexico wildlife-related K-12 student and adult educational activities with a strong focus on the following: core concepts from biology and ecology; inclusion of data collection and analysis efforts, especially for K-12 students; inclusion of traditional ecological knowledge; and a connection to wildlife habitat restoration,



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 only a one-time exposure to information and/or lacking a hands-on component are NOT encouraged. Each project should demonstrate how it fills an unmet educational need and that the curricula will be implemented by individuals with relevant professional qualifications as educators (*e.g.*, degrees, certifications, formal trainings, etc.).

Education projects MUST incorporate SGCN and emphasize biological communities of interest such as 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.

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 encouraged to include remote learning components or alternatives to in-person learning, especially if these components better meet the needs of focal student populations, in their proposals.

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 multiple 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) and **integration of traditional ecological knowledge with the science standards** 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. **Offerors are strongly encouraged to include pre-post evaluations of student learning in their proposed projects.** All Offerors for **education** projects should be prepared to submit a curriculum, lesson plan, workshop agenda, and/or presentations (whichever is appropriate to their project) for review by the Agency if their project is selected for funding and to share developed curriculum publicly if requested by the Agency. For projects targeting K-12 students, submitted curricula MUST include a complete list of the Public Education Department-approved standards that are being addressed. Offerors MUST also be prepared to provide information on program implementation events to inform annual reporting that the Agency must complete.



Education projects MUST include one or more of the following objectives:

- **Topic 12:** K-12 school presentations and field trips focusing on 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. Projects may also include educational activities associated with wildlife rehabilitation facilities or summer camp programming that allow students to increase their knowledge and appreciation of New Mexico's native wildlife, including SGCN, and their habitats.
- **Topic 13:** 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, aquatic macroinvertebrate netting, 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, collecting data on species occurrences using a mobile platform (*e.g.*, iNaturalist), or enhancing the data available in the Biota Information System of New Mexico (BISON-M, <https://bison-m.org/>) regarding species found on public lands. Any Offeror incorporating hands-on activities with protected wildlife species MUST have (or be prepared to apply for) an appropriate permit with the Agency.
- **Topic 14:** Participation of K-12 students in hands-on, local habitat conservation and restoration projects that teach wildlife management principles and techniques. Proposals that incorporate the use of Agency properties will be entertained but the Offeror will need to coordinate such activities with the Agency. Proposals may also include the 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.
- **Topic 15:** K-12 school presentations, summer camp programming, or adult workshops that focus on human-wildlife interactions, potential conflicts, and approaches to mitigate these conflicts. Topics can include perceived conflicts in urban environments (*e.g.*, bats and snakes) and the 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 domestic cats).
- **Topic 16:** K-12 school presentations and field trips, summer camp programming, or workshops targeting adults that include information on the impacts of climate and other environmental change to SGCN and approaches to facilitating adaptation of SGCN to these changes. Curricula should include actions that agencies are taking, and that students and their families can take, to help wildlife adapt to a changing world (*e.g.*, through climate smart habitat enhancement or provision).



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 (Section II.A). Projects considered are subject to the following limitations. See the Proposal Evaluation Criteria (Section IV) for additional details on factors that will be considered when proposals are being evaluated.

1. Project Timing.

- a. Proposals to support projects that can extend for up to 24 months (2 years) may be submitted. A timeline, tasks, budget, and list of measurable/usable deliverables MUST be provided for a 24-month (or less) period beginning on or between the dates listed below (as appropriate to the proposed project type). Two-year projects will require a full two-year budget and associated budget justification.
- b. Projects MUST commence during the first half of calendar year 2025 (*i.e.*, on 15 January 2025 - or – on 15 April 2025 for **habitat** and **research** projects; between 15 January 2025 and 30 May 2025 for **rehabilitation** and **education** projects). Deviations from these required start dates MUST be discussed with the Project Evaluation Manager prior to proposal submission. Projects MUST be limited to 24 months or less in duration and cannot end on 31 December 2025 or 31 December 2026.

2. Project Funding. Proposed budgets for **habitat** or **research** projects MUST NOT exceed \$50,000 of Share with Wildlife funding per year. Proposed budgets for **rehabilitation** or **education** projects MUST NOT exceed \$20,000 of Share with Wildlife funding per year. If your project would benefit from an additional year of funding (for a total not exceeding \$100,000 for **habitat** or **research** projects; \$40,000 for **rehabilitation** or **education** projects), you MUST indicate that in your proposal Cover Sheet AND provide a budget and associated justification for the second project year in the Budget component (see Section III.B.2.i).

3. Eligibility to Submit Proposals. Individuals, universities, non-profit entities, for-profit entities, local agencies, state agencies, tribal agencies, and federal agencies are all eligible to submit a proposal in response to this CFPI. Projects proposed by Offerors exempt from the State of New Mexico procurement code (*e.g.*, public agencies, universities) can be funded for two years based on this CFPI. **Habitat** and **research** project Offerors that are NOT exempt from the State of New Mexico procurement code (*e.g.*, non-profits and private consultants) may have to respond to a subsequent RFP if they require more than \$60,000 over the course of two years to complete their proposed project AND if the evaluation committee recommends their CFPI proposal for funding.

4. Matching Funds. Matching funds are not required for Share with Wildlife projects. However, for **habitat** and **research** projects only, proposals that include non-federal matching funds totaling at least 35% of the total project cost will receive higher consideration during the project proposal review process (see Section IV.C.2). For example, 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 to complete the project.

5. **Use of Share with Wildlife Funding as Match.** 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. **Topics of Interest.** Project proposals MUST address topics of interest identified in this CFPI. For **habitat** and **research** projects, proposals that incorporate graduate student research while addressing applied wildlife conservation and/or management questions are strongly encouraged.
7. **Agency Personnel.** To avoid conflicts of interest, **proposals MUST NOT include Agency employees as project personnel** (e.g., 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 required for **habitat** and **research** projects and encouraged for **rehabilitation** and **education** projects. However, any such consultation prior to proposal submission shall be considered informal, shall not result in the inclusion of Agency staff in any way within the final proposal, shall not include review of project proposals by Agency staff prior to submission, 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. **Federally-listed Wildlife.** **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) AND the Offeror has a Section 10 Endangered and Threatened Species Recovery permit issued by the U.S. 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).



Mexican gartersnake by C. Painter



Spotted bat by K. Geluso



III. PROPOSAL FORMAT AND ORGANIZATION

A. ALLOWED 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 AND ORGANIZATION

1. General Guidelines

- a. Proposals MUST be word-processed in a font that is at least 11-point in size, with all pages fitting on an 8.5" x 11" page with a minimum 1-inch margin on all sides.
- b. Proposals MUST include all REQUIRED proposal components described below in Sections III.B.2.a through III.B.2.i. Total length is limited to 5 pages, NOT including the Cover Sheet, Ability to Meet Terms and Conditions (Section III.B.2.k), and Compliance Information (Section III.B.2.l) components.
- c. The suggested length for each component is provided in parentheses. If followed, this guidance will result in a proposal that is 5 pages long (excluding the Cover Sheet, Ability to Meet Terms and Conditions, and Compliance Information components). The Evaluation Committee will not consider any supporting documentation, online or otherwise, for which hyperlinks have been included in a proposal body.
- d. Any pages that exceed the 5-page limit (excluding the Cover Sheet, Ability to Meet Terms and Conditions, and Compliance Information components) shall be discarded from the proposal prior to review by the Evaluation Committee and shall not be considered during proposal evaluation.
- e. As noted above, information supplied for the REQUIRED Ability to Meet Terms and Conditions (Section III.B.2.k) and Compliance Information (Section III.B.2.l) components described below is excluded from the 5-page limit. Offerors are encouraged to provide complete information for these components, which are important for the Evaluation Committee's consideration of the proposal.
- f. The proposal MUST be submitted as an electronic file attachment that is no larger than 10 MB in size and e-mailed to karenh.gaines@dgf.nm.gov. For **rehabilitation** and **education** projects ONLY, the submitted proposal MUST be in a SINGLE electronic file (.pdf strongly preferred; Microsoft Word document [.doc or .docx] acceptable) that is no larger than 10 MB in size. For **habitat** and **research** projects ONLY, the complete proposal will include the aforementioned proposal body (.pdf or .doc/.docx) PLUS the REQUIRED project location geographic coordinates file (e.g., shapefile, .kmz, or Excel spreadsheet) for projects that will entail field work (Sections III.B.1.h and III.B.2.f).
- g. Files submitted by any other delivery method (e.g., as a hard copy or flash drive delivered via regular mail) will NOT be accepted.
- h. As noted above in Section III.B.1.f, Offerors for **habitat** and **research** projects entailing



- field work are REQUIRED to submit the locations for their proposed project sites in a separate ArcGIS-compatible file such as a shapefile, .kmz, or Excel spreadsheet containing geographic coordinates (e.g., UTM's or lat/longs).
- i. Name the proposal file according to the following convention: "OfferorLastname_ProjectCategory_ProjectFocalSGCN" (if a particular SGCN is the focus). Examples: "Gaines_Research_GilaMonster," "Kare4Kritters_Rehabilitation."
 - j. Do NOT send .zip files as e-mail attachments to the Project Evaluation Manager, because the security settings on the Agency's e-mail system may prevent messages with .zip file attachments from being received or opened.

2. Proposal Components

The proposal **MUST** be organized in the following format, and **MUST** contain all REQUIRED components listed below using the provided headings and in the alphabetical sequence indicated. Any proposal that does not include all REQUIRED components (i.e., all components except for those marked below as "optional") for the specific project type may be withdrawn from further consideration. NOTE: Templates for the Proposal Cover Sheets (Appendices A-C), Project Timeline (Appendix D), and Project Budget (Appendix E) are available for download in modifiable Word (.docx) format from the [Share with Wildlife \("Apply"\) website](http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>).

- a. **Share with Wildlife Proposal Cover Sheet (Appendices A-C) – REQUIRED and NOT included in the 5-page limit;** download from the [Share with Wildlife \("Apply"\) website](http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>). Each Cover Sheet is specific to a project type, so use the appropriate Cover Sheet and fill in all required areas; only areas that are clearly marked as "optional" on the Cover Sheet can be omitted if they are not applicable. **The Cover Sheet MUST BE ELECTRONICALLY SIGNED and DATE-STAMPED (or HAND SIGNED and DATED, then SCANNED to .pdf) prior to inclusion at the beginning of the proposal.** Regarding project start/end dates: **Habitat** and **research** projects MUST start on 15 January 2025 OR 15 April 2025; **rehabilitation** or **education** projects MUST start on a date between 15 January 2025 and 30 May 2025. Any deviations from the aforementioned specified start and/or end dates MUST be discussed with the Project Evaluation Manager prior to proposal submission. The proposed start and end dates will be used to determine the timing of contract implementation and termination for funded projects, so please request dates that reflect real project needs. Please do NOT select 31 December as an end date because holiday schedules often preclude reports from being received and processed on time.
- b. **Project Objective – REQUIRED.** Provide a short, 1-2 sentence statement of what the project will accomplish. If the proposal is eventually accepted for funding, the project objective may be posted on the Share with Wildlife website to describe the project.
- c. **Project Need (0.75 page) – REQUIRED.** Explain why the project is needed to further wildlife conservation in New Mexico within the context of the appropriate proposal category (i.e., **habitat**, **research**, **rehabilitation**, or **education**). Provide all background information needed to provide context for the project and its proposed methods. For **habitat** and **research** 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 previous work.
- d. **Task List and Methods Narrative (1 page) – REQUIRED.** Provide a concise, numbered description of each major project task to be performed and a detailed explanation of the methodology for performing that task. Include information on variables to be measured, statistical analyses to be performed, etc. Provide enough detail so that reviewers will understand exactly what you intend to do and why it must be done.
 - e. **Anticipated Timeline and Deliverables (0.75 page) – REQUIRED;** download from the [Share with Wildlife “Apply” website](http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>). Provide a project timeline for performing key project tasks and providing project deliverables, using the timeline template in Appendix D. List the products (deliverables) that would result from the proposed work (*e.g.*, reports, maps, spreadsheets, conservation recommendations) and briefly explain the utility of these deliverables in improving management and conservation of wildlife in New Mexico. For projects that could extend to a second year, tasks and deliverables should be clearly delineated for each of the two years for which funding is being requested. The Offeror must anticipate submitting interim reports by the end of each state FY that their project overlaps AND a final report at the end of the project.
 - f. **Project Area (0.25 page) – REQUIRED.** 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 in the field. This map should include all locations contained in the separate ArcGIS-compatible file (shapefile, .kmz, or Excel file) that is REQUIRED to be submitted with proposals for **habitat** and **research** projects entailing field work (see Section III.B.1.h above and Appendix A).
 - g. **Project Species/Key Habitats and Conservation Actions (0.25 page) – REQUIRED.** For **habitat** and **research** projects, provide a list of the SGCN, habitats, and specific conservation actions (copied verbatim from the SWAP .pdf or the SWAP website) addressed by the project. Include page number citations for the conservation actions copied from the SWAP .pdf document or list the “actions by threat” category or categories (*e.g.*, Climate Change) if copied from the SWAP website. For **rehabilitation** and **education** projects, please list the SGCN included in the proposed project. This component is VERY IMPORTANT, especially for **habitat** and **research** projects.
 - h. **Personnel and their Qualifications (0.5 page) – REQUIRED.** List each member of the project team, including the principal investigator and any subcontractors, AND list the task(s) that each member will perform. Ensure that any personnel mentioned elsewhere in the proposal are included in this component. Include a BRIEF resume/curriculum vitae (CV) for the principal investigator/project lead and any other key project personnel. The resume/CV should include the educational background, professional experience, skills, publications (including graduate thesis title, if applicable), reports, and completed projects that relate to the proposed project and are applicable to the Proposal Evaluation Criteria in Section IV below. Emphasize experience with species, habitats, and methods relevant to the proposed project. For **education** projects, include all education-related degrees, certifications, or other



- professional experience/training acquired by the personnel who will be developing curricula for, or implementing curricula with, K-12 or adult students. Please note that Agency employees CANNOT be listed as project personnel (Section II.B.7).
- i. **Budget and Budget Justification (1.25 page) – REQUIRED;** download from the [Share with Wildlife “Apply” website](http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>). Include a detailed budget using relevant portions of the template in Appendix E and listing the salary/labor costs, travel costs, supplies, equipment, laboratory fees, and other costs (e.g., any indirect costs or overhead fees) associated with the proposed project. Provide the salary/labor and/or travel rates in the per-unit format (i.e., \$___/hour, \$___/mile, or \$___/night) that was used to calculate the total costs in the budget.
- 1) For ALL proposals, include a budget justification that provides information on the 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.
 - 2) For 2-year projects, costs for the project year beginning in FY2025 (i.e., on/after 15 January 2025) MUST be clearly separated from any costs for the subsequent year. A detailed budget and budget justification MUST be provided for BOTH years.
 - 3) For **education** projects, a “per presentation/program” cost may be provided instead of separate labor and travel costs, but the labor and travel rates used to determine the program cost should still be included in the description. Provide the estimated numbers of students/participants for each presentation or program.
 - 4) The purchase of any single piece of equipment that is valued at above \$5,000, OR any item (even if it is less than \$5,000 in value) with a lifespan that extends beyond the proposed project timeline is NOT allowed unless the Offeror is willing to relinquish the purchased item to the Agency at the conclusion of the portion of the project that was funded through Share with Wildlife. Examples include durable goods such as wildlife cameras and external hard drives. If a piece of equipment is made up of multiple parts that are all required for the equipment to function and all parts will be purchased using Share with Wildlife funds, 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) and the cost of the fully functional item should be included in the budget, not the separate parts. Equipment rental or borrowing is encouraged for items valued at above \$5,000 or that have lifespans extending past the proposed project timeline.
 - 5) The inclusion of graduate student tuition, mandatory course/facility fees, health insurance premiums, or publication fees is HIGHLY DISCOURAGED, UNLESS their inclusion in all grant proposals is REQUIRED by the Offeror’s institution. A statement to that effect MUST be included in the budget justification.
 - 6) Indirect Cost (IDC) rates imposed by an institution on direct costs may push a project’s total budget over the \$50,000 limit per project year. In that case, the Offeror MUST either reduce their direct costs or reduce the institution’s IDC



demand to ensure that the total budget does not exceed the \$50,000 limit per project year.

- j. **Documentation of Communication with Public or Tribal Agencies (0.25 page) – REQUIRED for **habitat**, **research**, and **education** project proposals entailing work on federal, state, or tribal lands.** Describe the Offeror’s coordination with any public (*i.e.*, federal or state) or tribal land manager(s) of the proposed study/activity area(s) to determine whether any permit or authorization is required in order to perform the proposed study/activity. Offerors are encouraged to contact all relevant public or tribal land managers AS EARLY AS POSSIBLE when preparing proposals in order to receive response(s) prior to proposal submission; this communication effort MUST be documented in the proposal even if a representative of the land management agency does not respond before the proposal deadline. Documentation can include copying or summarizing text from e-mails received from land management agencies stating their support of the proposed project or providing information regarding the need for a special use permit or other authorization to complete the project.
- k. **Ability to Meet Terms and Conditions (NOT included in the 5-page limit) – REQUIRED.**
- 1) By signing the appropriate Share with Wildlife Cover Sheet (Appendices A-C), the Offeror and the person authorized for contractual obligation are affirming their ability to comply with the Contractor’s Responsibilities (in Section VI below), the terms and conditions in the Sample Contractual Agreement (Appendix F), the Sample Data Sharing Agreement (Appendix G), and the Governmental Conduct Act. Offerors also affirm their ability to complete all required forms (*e.g.*, Campaign Contribution Disclosure, Compliance with Governmental Conduct Act, Department of Finance (DFA) Agency Certification, W-9) if their proposal is selected for funding. **All Cover Sheets MUST be ELECTRONICALLY SIGNED and DATED (or HAND SIGNED and DATED, then SCANNED to create a .pdf).**
 - 2) Business Tax Identification Number (BTIN): 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 BTIN assigned by the New Mexico Taxation and Revenue Department. Out-of-state non-profit entities MUST also have a BTIN if they are subcontracting with any entity based in New Mexico. For more information, see the [Taxation & Revenue website](https://www.tax.newmexico.gov/businesses/who-must-register-a-business/) (<https://www.tax.newmexico.gov/businesses/who-must-register-a-business/>). If an Offeror that is otherwise required to have a BTIN to receive funding does not already have a BTIN at the time of proposal submission, they MUST state on their Cover Sheet that they will apply for a BTIN if their proposal is selected for funding.
 - 3) Tax Identification Number (TIN): A Taxpayer Identification Number (TIN) is a 9-digit number which is either an Employer Identification Number assigned by the Internal Revenue Service or a Social Security number assigned by the Social Security Administration. Public entities (*e.g.*, universities, agencies) can provide these numbers on their Cover Sheets in lieu of a BTIN.
 - 4) All Offerors for **habitat** and **research** projects MUST be already registered with the **Federal System for Award Management** (<https://sam.gov/content/about/this->



[site](#)) before proposal submission OR be willing to register if selected for funding. The New Mexico [APEX Accelerator](#) website (<https://www.nmapexaccelerator.org/>) may be a good resource for small businesses with questions about registering with SAM.gov.

- 5) All Offerors proposing to come into New Mexico from another state MUST be prepared to follow any public health orders related to COVID-19 that may be in place on the start date of their proposed project. For information on the current public health order, consult the [New Mexico Department of Health website](#) (<https://cv.nmhealth.org/>).
 - 6) If there are NO objections to the Agency's terms and conditions as described in Section III.B.2.k of the CFPI or in Appendix F (Sample Contractual Agreement) or in Appendix G (Sample Data Sharing Agreement), then the signatures on the Cover Sheet fulfill the requirements for this component (*i.e.*, Ability to Meet Terms and Conditions) and no separate statement is required for this component. **All Cover Sheets MUST be ELECTRONICALLY SIGNED and DATE-STAMPED (or HAND SIGNED and DATED, then SCANNED to create a .pdf).**
 - 7) Should an Offeror object to any of the Agency's terms and conditions as described in Section III.B.2.k of the CFPI or in Appendices F or G, that Offeror MUST propose specific alternate language in this component 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 component of their proposal (*i.e.*, Ability to Meet Terms and Conditions). In proposing alternate language, Offerors MUST reference the relevant section of Appendices F or G (Appendix G for **habitat** or **research** projects only), 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 Appendices F or G**. The Agency MAY or MAY NOT accept the alternate language if the proposal is selected for funding, and reserves the right to negotiate with potential Contractors for additional provisions beyond those contained in Appendices F and G. General references to terms and conditions with no provision of alternate language, or any attempts at complete substitutions of the Sample Contractual Agreement 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.
- I. **Compliance Information (NOT included in the 5-page limit) – REQUIRED.** To ensure that all projects comply with applicable federal and state laws, the information below MUST be included within each proposal.
- 1) **Permits.** As appropriate for the proposed project, list the permit numbers for any current 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. Please include any Agency-issued permits for scientific collecting in New Mexico that the Offeror already possesses and/or has applied for at the time of proposal submission. For projects involving the direct take of federally-listed species, Offerors MUST include the permit numbers for any applicable Section 10



permits (see Section II.B.8 above for more details). Offerors for **rehabilitation** and **education** projects MUST provide permit numbers for any wildlife rehabilitation or educational program permits that have been issued by the Agency, or any scientific collecting permits if the proposed **education** project entails capturing or harassing protected wildlife as described above. Applications and further information about Agency-issued permits can be found on the Agency's [Special Use Permits and Information website](http://www.wildlife.state.nm.us/enforcement/special-use-permits/) (<http://www.wildlife.state.nm.us/enforcement/special-use-permits/>).

- 2) **Disturbance.** Indicate whether any ground-disturbing activities will occur as a result of the project (*e.g.*, using rebar or other stakes to moor camera traps, hoop net traps, mist nets, or any other kind of net; collecting soil samples of any kind or size; using a shovel or other earth-moving equipment for plantings or installing fences or other structures; using pitfall traps to capture insects, reptiles, mammals, or amphibians; sifting through soil or moving rocks/woody debris to find organisms such as terrestrial invertebrates and amphibians). If such activities will occur, describe the measures that will be taken to preclude impacts to protected species and cultural resources found in the project area, and indicate if it is possible to return rocks and woody debris to their original orientation and location when conducting surveys. Please indicate if it is possible to cumulatively disturb less than one square meter of soil within lands managed by any given private, state, or federal entity -- *i.e.*, if the cumulative ground disturbance area of ALL stakes, soil samples, plantings, structures, topsoil sifting, trap arrays, or other ground-disturbing activities will be less than 1 square meter in total.
For habitat and research projects only:
- 3) **Listed Species.** 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 their 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/) (<http://ecos.fws.gov/ipac/>) by uploading an existing shapefile of the study area or drawing a polygon around the study area using the website tool. Then, download the resulting "IPaC Resource List" as a .pdf by clicking the white "Print Resource List" button, then clicking the blue "I'm printing this page for other purposes" button. The resulting .pdf will display the study area map, list of federally-listed species, and critical habitats present in the study area. There is no need to click the blue "Define Project" button in the lower left of the website.
- 4) **Effects.** Describe what impacts (if any) the project will have on all federally-listed species and critical habitats in the list obtained from IPaC, and the procedures that will be employed by the Offeror to avoid or mitigate these impacts.
- m. **Other Supporting Materials (OPTIONAL and included in the 5-page limit).** Offerors may include other supporting materials at the end of their proposals if they feel it may improve the quality of their proposals, but they may NOT embed links to any other materials in the proposal body. This component is INCLUDED in the 5-page limit.



IV. PROPOSAL 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. Project proposals will be assessed on the basis of the following evaluation criteria, and will be evaluated based on information provided in the 5-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 the public within each of the four 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.**

A. PROJECT VALUE

1. **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 this funding cycle, which are described within this CFPI. Program objectives include perpetuating the renewable native wildlife resource of New Mexico, effecting tangible and long-reaching benefits for species and ecosystems, educating the public about New Mexico's wildlife, and supporting species with lower potential to receive funding from other sources.
2. **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 given to a project that addresses only a single species without a clear identification of conservation need and a connection to conservation actions in the SWAP.

B. INDICATORS OF PROJECT QUALITY AND SUCCESS

1. **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 or other authorizations are required for the project to proceed.
2. **Professional Experience**. The professional experience of the Offeror, including all subcontractors, will be evaluated based upon their documented experience with, and ability to successfully complete, similar projects and services. This includes consideration of the Offeror's work history, quality of completed products, and the Offeror's experience with the project's target (or closely-related) species, species in the same taxonomic group as the target species, target habitat(s), and proposed methods.
3. **Educational Background**. The Offeror's educational degrees and their experience 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. For **education** projects, **emphasis will be placed on the professional qualifications (as educators) of the personnel who will be developing and implementing curricula.**

4. **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.

C. COST-BENEFIT ASSESSMENT

1. **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.
2. **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 in matching funds for a request of \$6,500 from Share with Wildlife for a total project cost of \$10,000).



Arkansas River shiner, *bison-m.org*



Plain-bellied water snake by C. Painter



V. ADDITIONAL GUIDANCE AND INFORMATION

- A. **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. For projects selected for funding, all costs incurred by the Offeror prior to contract implementation that are associated with acquiring official permits or other compliance-related documentation that are required to complete projects shall also be borne solely by the Offeror. Most required permits or compliance-related documentation for **habitat** and **research** projects, including projects that entail ground disturbance or work with a federally-listed species, **MUST** be obtained prior to contract initiation.
- B. **AMENDED PROPOSALS.** An Offeror may submit an amended proposal **BEFORE** the deadline for receipt of proposals (*i.e.*, 4:00 p.m. MDT on 31 May 2024). Any such amended proposal **MUST** completely replace the previously submitted proposal and **MUST** be clearly identified as such in the submission e-mail. Agency personnel will **NOT** merge, collate, assemble, or otherwise manipulate proposal materials.
- C. **OFFERORS' RIGHTS TO WITHDRAW PROPOSALS.** Offerors will be allowed to withdraw their proposals at any time **BEFORE** the deadline for receipt of proposals (*i.e.*, 4:00 p.m. MDT on 31 May 2024) by sending an e-mail message to the Project Evaluation Manager, stating their desire to withdraw their proposal.
- D. **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:
1. Proprietary or confidential data shall be readily separable from the non-confidential portion of the proposal.
 2. 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.
 3. The proposed budget, including price of products offered or the cost of services proposed, shall not be designated as proprietary or confidential information.
 4. 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.
- E. **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.



- F. **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.

- G. **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.

- H. **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.

- I. **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.

- J. **AGENCY RIGHTS.** The Agency reserves the right to consider all or a portion of an Offeror's proposal.

- K. **OWNERSHIP OF PROPOSALS.** All documents submitted in response to this CFPI shall become the property of the Agency and the State of New Mexico.

- L. **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. See Appendices F (Sample Contractual Agreement) and G (Sample Data Sharing Agreement).

- M. **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.

- N. **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.



VI. CONTRACTOR RESPONSIBILITIES

Offerors whose proposals are selected for funding, and who accept that funding, (*i.e.*, Contractors) MUST be able to fulfill the responsibilities outlined in this Section VI, IN ADDITION TO completing all tasks and deliverables identified within their contracts.

NOTE: For informational purposes only, links to the forms that Contractors may need to complete and submit to the Agency prior to initiating their projects are provided on the [Share with Wildlife \("Apply"\) website](https://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<https://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>). These forms include the Campaign Contribution Disclosure Form; the Compliance with Governmental Conduct Act Form; the DFA Agency Certification Form; and a W-9 Form for adding the Contractor to the State of New Mexico's SHARE vendor system (if the Offeror is not already a state vendor). Signed copies of these additional forms should NOT be submitted with any project proposal at this time; they will be specifically requested by an Agency employee only AFTER a project has been selected for funding.

Contractor responsibilities include the following:

- A. **PERMITS AND COMPLIANCE DOCUMENTATION.** Contractors MUST acquire and provide copies of all appropriate, wildlife-related federal and state permits to the Agency BEFORE initiating project activities. Contractors may also be required to provide lead agency letters, permits, authorizations, or other documentation pertinent to compliance with Section 106 of the National Historic Preservation Act (36 CFR 800.2(a)(2)). Acquisition of permits and other documentation may take substantial time and any associated costs cannot be reimbursed if they occur prior to implementation of a contract with the Agency. Most required permits or compliance-related documentation for **habitat** and **research** projects, including projects that entail ground disturbance or work with a federally-listed species, MUST be obtained prior to contract initiation. Contractors MUST comply with applicable state laws and regulations, including those regarding confidentiality of data regarding state-listed species on private lands (19.33.4 NMAC) and distribution of specific (*i.e.*, unbuffered) wildlife location data (19.30.18 NMAC; Appendix G). Information about obtaining permits from the Agency is available on the [Agency's website](http://www.wildlife.state.nm.us/enforcement/special-use-permits/) (<http://www.wildlife.state.nm.us/enforcement/special-use-permits/>). For federal permits for listed species, contact the U.S. Fish and Wildlife Service at 505-248-6649 or permitsR2ES@fws.gov; for migratory birds: 505-248-7882 or permitsR2MB@fws.gov. Visit the [USFWS website](https://fwsepermits.servicenow.com/fws) for further details: (<https://fwsepermits.servicenow.com/fws>).
- B. **DATA SHARING AGREEMENTS.** For **habitat** and **research** projects during which location data for wildlife protected under Chapter 17 of the New Mexico Statutes Annotated 1978 and/or SGCN will be collected, Contractors MUST enter into a data sharing agreement with the Agency (Appendix G) prior to project initiation.
- C. **BUILD AMERICA, BUY AMERICA ACT.** Contractors MUST be prepared to abide by the requirements of the [Build America, Buy America Act](#) regarding use of iron, steel, and manufactured products produced in the United States for any project that entails construction (*e.g.*, beaver dam analog or fence installation). For more information, visit: <https://www.whitehouse.gov/omb/management/made-in-america/build-america-buy->



[america-act-federal-financial-assistance/](#)). Due to the per-project cap of \$50,000 per year for Share with Wildlife projects, Contractors may qualify for a Department of the Interior (**DOI**) **small grants waiver** (<https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>) that expires in 2028.

- D. SITE VISIT.** Contractors MUST arrange a time for the Project Evaluation Manager to meet with project personnel and observe project activities in person (as appropriate to project activities). The Project Evaluation Manager will prepare a brief summary of the project following the site visit (1-2 paragraphs, plus 3-5 photographs) for review by the Contractor prior to posting on the Agency website and social media.
- E. INTERIM REPORT.** Contractors MUST deliver an interim report and invoice by the end of each fiscal year (FY) that their project overlaps (*e.g.*, 30 June 2025 and 30 June 2026 for 2-year projects starting in January or April 2025). Each interim report should be at least 2-5 pages long and describe project progress and results to date. An invoice referencing the work completed by the end of each relevant state FY (*e.g.*, 30 June 2025 and 30 June 2026) should be submitted with each interim report. The interim report MUST be received before payment can be made on any invoice.
- F. FINAL REPORT.** Contractors MUST deliver a final project report by the termination date specified in the project contract. Final reports should be at least 5 pages long, and reports for **research** projects should include the typical components of journal manuscripts (*e.g.*, background, methods, results, discussion, references). Final reports may be accompanied by data files (*e.g.*, Excel spreadsheet, Access database, ArcGIS-compatible shapefile or geodatabase), depending on project deliverables. A final invoice should accompany the final report/products and cannot be paid until ALL of the final products are received. Specific location data covered under a data sharing agreement implemented with the Contractor (Appendix G) should be submitted separately from the final report in a spreadsheet or other appropriate file format.
- G. INVOICES AND MATCHING FUNDS.** Contractors providing matching funds will be required to document the contribution of those 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 performed work falls within the normal job duties of relevant personnel. Contractors for a **habitat** or **research** project that are either providing salary as match or who MUST itemize invoices by salary, benefits, travel, etc., may be required to provide substantial documentation of expenses (including receipts, time sheets, and travel vouchers).



APPENDIX A

PROPOSAL COVER SHEET, **HABITAT** or **RESEARCH** PROJECT



SHARE WITH WILDLIFE

Cover Sheet: Habitat or Research (check one)

Abbreviated Project Title (limit: 20 characters and spaces):

Full Project Title:

Principal Investigator(s):

Principal Investigator’s Professional Affiliation:

Organization’s New Mexico BTIN or federal TIN (see Section III.B.2.k): _____

Person authorized to enter into contractual obligations and sign official documents:

Name, Title: _____ Phone: _____ E-mail: _____

Mailing Address:

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

Name: _____ Phone: _____ E-mail: _____

1. Proposed start date: _____ and end date: _____ (start date MUST be 01/15/25 or 04/15/25; end date MUST be within 24 months of start date and cannot be on 12/31/25 or 12/31/26).
2. Total FY 2025 funds requested: \$ _____, from start of project to 6/30/25.
 Total FY 2026 funds requested: \$ _____, from 7/1/25 to 6/30/26.
 Total FY 2027 funds requested: \$ _____, from 7/1/26 to end of project.
 Additional **non-federal** matching funds to be contributed (optional): \$ _____.
3. Confirm the REQUIRED inclusion of ArcGIS-compatible shapefile, .kmz, or Excel file with geographic coordinates indicating locations of proposed project field sites: Yes No
4. Topic number(s) from CFPI Section II.A that are relevant to your proposal: _____.
5. As applicable and for up to 3 years total, list previously received funding and anticipated future funding requests for **THIS** project by year and funding source:

Year	Share with Wildlife	Other Funding Source	Other Funding
	\$		\$
	\$		\$
	\$		\$

Signatures and statement of ability to meet terms and conditions: The Offeror and the person authorized for contractual obligation affirm that they can comply with the contractor responsibilities and the terms and conditions and can fill out forms as specified in the CFPI (Sections III.B.2.k and VI; Appendices F and G), except for any objections or alternative specifications described in their proposal, per Section III.B.2.k.7.

(1) Offeror, date

(2) Person authorized for contractual obligation (if not the Offeror), date

Cover Sheet MUST be electronically signed/date-stamped after saving as .pdf -or- hand signed/dated, then scanned to save as .pdf.



APPENDIX B

PROPOSAL COVER SHEET, **REHABILITATION** PROJECT



SHARE WITH WILDLIFE
Rehabilitation Proposal Cover Sheet

Full Project Title:
Principal Investigator(s):
Principal Investigator’s Professional Affiliation:
Organization’s New Mexico BTIN (see Section III.B.2.k): _____

Person authorized to enter into contractual obligations and sign official documents:

Name, Title: _____ Phone: _____ E-mail: _____
Mailing Address: _____

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

Name: _____ Phone: _____ E-mail: _____

- Proposed start date: _____ and end date: _____ (start date MUST be on a date between 01/15/25 and 05/30/25; end date MUST be within 24 months of proposed start date and cannot be on 12/31/25 or 12/31/26).
- Total FY 2025 funds requested: \$ _____, from start of project to 6/30/25.
Total FY 2026 funds requested: \$ _____, from 7/1/25 to 6/30/26.
Total FY 2027 funds requested: \$ _____, from 7/1/26 to end of project.

3. Please fill out the second column in the table below:

Agency rehabilitation permit number under which proposed work will be done:	
Includes approach for tracking success of rehabilitated wildlife?	Yes / No
Includes reduction of time by Conservation Officers in managing injured wildlife?	Yes / No
Includes reporting novel or contagious diseases to the Agency?	Yes / No
Average number of wildlife patients admitted annually:	

- Topic number(s) from CFPI Section II.A.3 that are relevant to your proposal: _____.
- As applicable and for up to 3 years total, list previously received funding and anticipated future funding requests for **THIS** project by year and by funding source:

Year	Share with Wildlife	Other Funding Source	Other Funding
	\$		\$
	\$		\$
	\$		\$

Signatures and statement of ability to meet terms and conditions: The Offeror and the person authorized for contractual obligation affirm that they can comply with the contractor responsibilities and the terms and conditions and can fill out forms as specified in the CFPI (Sections III.B.2.k and VI; Appendix F), except for any objections or alternative specifications described in their proposal, per Section III.B.2.k.7.

(1) Offeror, date (2) Person authorized for contractual obligation (if not the Offeror), date

Cover Sheet MUST be electronically signed/date-stamped after saving as .pdf -or- hand signed/dated, then scanned to save as .pdf.



APPENDIX C

PROPOSAL COVER SHEET, EDUCATION PROJECT



SHARE WITH WILDLIFE
Education Proposal Cover Sheet

Project Title:
Principal Investigator(s):
Principal Investigator’s Professional Affiliation:
Organization’s New Mexico BTIN or federal TIN (see Section III.B.2.k): _____

Person authorized to enter into contractual obligations and sign official documents:

Name, Title: _____ Phone: _____ E-mail: _____
Mailing Address: _____

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

Name: _____ Phone: _____ E-mail: _____

- Proposed start date: _____ and end date: _____ (start date MUST be on a date between 01/15/25 and 05/30/25; end date MUST be within 24 months of proposed start date and cannot be on 12/31/25 or 12/31/26).
- Total FY 2025 funds requested: \$ _____, from start of project to 6/30/25.
Total FY 2026 funds requested: \$ _____, from 7/1/25 to 6/30/26.
Total FY 2027 funds requested: \$ _____, from 7/1/26 to end of project.

3. Please fill out the second column in the table below:

Number of students to be reached (% under-resourced):	
Number of exposures to material per student:	
Focal biological community of interest (see CFPI Section II.A.4):	
Number of NM Public Education Dept. standards listed in proposal:	
Includes remote learning components/alternatives?	Yes / No
Includes pre-post evaluation of student learning?	Yes / No

4. Topic number(s) from CFPI Section II.A.4 that are relevant to your proposal: _____ .

5. As applicable and for up to 3 years total, list previously received funding and anticipated future funding requests for **THIS** project by year and by funding source:

Year	Share with Wildlife	Other Funding Source	Other Funding
	\$		\$
	\$		\$
	\$		\$

Signatures and statement of ability to meet terms and conditions: The Offeror and the person authorized for contractual obligation affirm that they can comply with the contractor responsibilities and the terms and conditions and can fill out forms as specified in the CFPI (Sections III.B.2.k and VI; Appendix F), except for any objections or alternative specifications described in their proposal, per Section III.B.2.k.7.

(1) Offeror, date _____ (2) Person authorized for contractual obligation (if not the Offeror), date _____

Cover Sheet *MUST* be electronically signed/date-stamped after saving as .pdf -or- hand signed/dated, then scanned to save as .pdf.



APPENDIX D

PROJECT TIMELINE TEMPLATE



Timeline for Share with Wildlife Project

Year 1:

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

Year 2:

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

Offerors are encouraged to use this modifiable template when creating their project timeline, downloadable from the [Share with Wildlife \(“Apply”\) website](http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>).

INSTRUCTIONS: Place an “X” in the appropriate month box(es) to indicate when each project task will take place. This template can be modified as needed, including changing names of project tasks, adding rows for additional project tasks, or shifting the position of the month column headings if a project will start in Calendar Year (CY) 2025 and end in CY 2027.

EXAMPLE: The example below indicates that field data collection will occur in April - June, lab work will be done in June - August, data analysis will take place in September and October, and reports will be written in June (interim report) and December (final report) of the project CY.

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		
Report Writing						X						X



APPENDIX E

PROJECT BUDGET TEMPLATE



Budget for Share with Wildlife Project

YEAR 1	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 Receipts Tax (if required)				
Total				

YEAR 2	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 Receipts Tax (if required)				
Total				

Offerors are encouraged to utilize this modifiable template when creating their budget, adding or removing budget lines as needed. Downloadable from the [Share with Wildlife \(“Apply”\) website](http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/) (<http://www.wildlife.state.nm.us/conservation/share-with-wildlife/apply/>).

* Optional: “Other non-federal contributions” and “Federal contributions” include sources of funding OTHER THAN the requested Share with Wildlife funds, or the dollar value of in-kind donations, that are available for use in completing the proposed project. “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. If selected for funding, Offerors MUST be able to document via invoices any non-federal contributions (*e.g.*, imputed overhead, salary, travel costs, etc.) that are intended to be used as match for the proposed project and MUST be willing to provide a letter listing the sources of these contributions. Documentation of non-federal contributions in Contractor invoices includes providing the rates and quantities used to calculate match. When salary is used as match, Contractors MUST include a statement indicating whether the work performed falls within normal job duties and provide timesheets or other documentation as needed for auditing purposes.

** Equipment / Supplies: Any items with a lifespan longer than the expected duration of the project are NOT allowable budget items unless the Offeror is willing to relinquish the item to the Agency at the end of the project. Examples: durable goods such as wildlife cameras, external hard drives, or laptops.

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



APPENDIX F

SAMPLE CONTRACTUAL AGREEMENT

The Agreement included in this Appendix F represents the contract that the Agency anticipates using to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement as necessary prior to, or during, the award process.



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.

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 e-mail].

To the Contractor:

[insert name, address and e-mail].

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://sam.gov/content/home>

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

By: _____
Agency

Date: _____

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

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____



By: _____
Contractor

Date: _____

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

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

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____



APPENDIX G

SAMPLE DATA SHARING AGREEMENT

Contractors who, during their **habitat** or **research** projects, will collect location data for any wildlife species that are:

- 1) protected under Chapter 17 of the New Mexico Statutes Annotated 1978
- 2) and/or are Species of Greatest Conservation Need (SGCN)

MUST enter into this Memorandum of Understanding with the Agency.

The State of New Mexico and the Agency reserve the right to modify the Memorandum of Understanding as necessary prior to, or during, the award process.



VII. MEMORANDUM OF UNDERSTANDING
Between the
NEW MEXICO DEPARTMENT OF GAME AND FISH AND
[INSERT CONTRACTOR NAME]

I. PARTIES

The parties included in this Memorandum of Understanding are:

- New Mexico Department of Game and Fish
- [Insert contractor name]

II. PURPOSE

The purpose of this MOU is to establish a data sharing relationship between the New Mexico Department of Game and Fish (NMDGF), and the [insert contractor name] with regards to wildlife location data acquired by either party.

III. STATEMENT OF MUTUAL BENEFITS AND INTEREST:

The parties have a mission and desire to acquire data on natural resources and use that information to guide future research, work, and management recommendations that benefit these natural resources in New Mexico.

IV. AUTHORITY

NMDGF has statutory authority and an obligation under Chapter 17 of New Mexico State Statute to conserve, propagate, regulate and manage New Mexico's wildlife and fish, on behalf of the public. Location data are protected by 17-2-1 NMSA 1978 and the Fair Chase Rule, 19.30.18 NMAC, and shall be referred to as "protected location data" in this document.

All parties are interested in sharing data to inform future research, work, and management recommendations.

In consideration of the above, the parties agree to the following:

V. THE PARTIES AGREE AS FOLLOWS:

1. Protected location data shall not be disclosed in any manner - including, without limitation, by means of outsourcing, sharing, retransfer, access, or use - to any third party unless approved in writing by the entity that owns the data, and in advance of any disclosure.
2. Protected location data used for the purposes of analysis to be published or reported, in any outlet, by any person or entity requires prior approval from the entity that owns the data.
3. Protected location data will not be used for the purposes of hunting.
4. Protected location data that [insert contractor name] provides to NMDGF will be protected under the Fair Chase Rule 19.30.18 NMAC (attached).



5. Location data that NMDGF provides to [insert contractor name] will be handled with the same standards noted under the Fair Chase Rule 19.30.18 NMAC (attached).
6. The parties agree that use or storage of, and access to, data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Each party shall implement and maintain appropriate safeguards necessary to ensure the confidentiality and integrity of the data.
7. This instrument is neither a fiscal nor a funds obligating document.
8. The parties hereto shall not be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability of NMDGF for torts incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act (41-4-1 et seq. NMSA 1978). Similarly, the other parties retain any legal defenses they otherwise have under applicable law.
9. This MOU shall become effective on the date of last signature shown below and will remain in effect until terminated by either party upon delivery of a written notice to the other party not less than 60 days prior to termination. By such termination, no party hereto may nullify or avoid any obligation required to have been performed prior to termination.

SIGNATURE PAGE

[INSERT CONTRACTOR NAME]

_____ Date _____
[Insert name and title for individual responsible for signing data sharing agreements]

NEW MEXICO DEPARTMENT OF GAME AND FISH

_____ Date _____
Michael B. Sloane, Director

