

Fiscal Year 2027 Call For Project Information

issued by the

**New Mexico Department of Wildlife
Share with Wildlife Program**



for the implementation of projects addressing the

**CONSERVATION of, MANAGEMENT of, and INFORMATION NEEDS for
Species of Greatest Conservation Need**

**Wildlife Management Division
Ecological and Environmental Planning Section
New Mexico Department of Wildlife
1 Wildlife Way
Santa Fe, NM 87507**



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I. INTRODUCTION

A. PURPOSE OF THIS CALL FOR PROJECT INFORMATION

The Share with Wildlife program of the State of New Mexico's Department of Wildlife (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 thus provides financial support for conservation and management efforts in New Mexico that would otherwise be lacking in such 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 entities ("Offerors") who want to 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. **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).**

The Share with Wildlife program will consider proposals for projects of up to two years in length that are designed to conduct wildlife **Habitat** restoration, wildlife **Research**, wildlife **Rehabilitation**, and wildlife **Education** activities. Projects MUST begin during the second half of fiscal year (FY) 2027, with a requested start date between 15 February 2027 and 17 May 2027. **Habitat** and **Research** project proposals may request up to \$59,900 for each of two years (total for two years not to exceed \$119,800). **Rehabilitation** and **Education** project proposals may request up to \$25,000 for each of two years (total for two years not to exceed \$50,000). If proposing a two-year project, Offerors MUST provide a budget that covers both years, including associated budget justifications, and clearly describe how their project would benefit from a second year of funding.

Project proposals that request funding in excess of \$59,900 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 which of the projects submitted in response to this CFPI shall receive Share with Wildlife project funding starting in FY2027

B. PROJECT EVALUATION MANAGER

All inquiries regarding this CFPI should be emailed to the Project Evaluation Manager, whose contact information is listed below. Please use the phrase "Share with Wildlife CFPI" in the email subject line.



Karen H. Gaines, M.A.
BISON-M / Share with Wildlife Coordinator
Ecological and Environmental Planning Section
Wildlife Management Division
New Mexico Department of Wildlife
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C. SEQUENCE OF EVENTS

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

Action	Deadline
Agency issues the Call For Project Information (CFPI)	02 February 2026
Habitat and Research project Offerors contact Project Evaluation Manager by 4:00 p.m. MDT	13 March 2026
All Offerors submit proposal by 4:00 p.m. MDT	10 April 2026
Proposal Evaluation Committee evaluates proposals	29 May 2026
Project Evaluation Manager notifies Offerors of proposal evaluation results	30 June 2026

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 02 February 2026.** This CFPI is being issued by the Agency's Ecological and Environmental Planning Section of the Wildlife Management Division, which administers the Agency's Share with Wildlife program. The CFPI is available on the [Share with Wildlife \("Apply"\) website](https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/) (<https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/>).
- 2. Habitat and Research project Offerors contact the Project Evaluation Manager by 4:00 p.m. MDT on 13 March 2026.** 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 13 March 2026 so that they may be referred to Agency staff with relevant expertise in their proposed project category as needed. Offerors for **Rehabilitation** or **Education** projects are encouraged (but are NOT required) to contact the Project Evaluation Manager by this date.



3. **All Offerors submit proposals by 4:00 p.m. MDT on 10 April 2026.** All proposals MUST be received by the Project Evaluation Manager or a designee **no later than 4:00 p.m. MDT on 10 April 2026. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED WITHOUT REVIEW.** Proposals must be submitted **electronically** to the Project Evaluation Manager (Karen H. Gaines; karenh.gaines@dfg.nm.gov) as a .pdf attached to an email message. The email subject line MUST contain the following text: "Share with Wildlife Proposal Submission." See Section III.B below for details on the required format for proposals and the preferred file naming convention. Offerors will receive a personal or automated response within 2 working days after receipt of their proposal submission. **IMPORTANT: If the Offeror has NOT received an email response of any kind from the Project Evaluation Manager within 2 working days after submitting their proposal, the Offeror should assume that their proposal was NOT received and they SHOULD RESUBMIT THE PROPOSAL BEFORE THE 10 APRIL 2026 SUBMISSION DEADLINE.**
4. **The Proposal Evaluation Committee evaluates proposals by 29 May 2026.** The evaluation of proposals will be performed by a Proposal Evaluation Committee assembled by the Agency. During the evaluation period, the Project Evaluation Manager **may** initiate discussions with any Offeror for the purpose of clarifying aspects of their proposal; proposals may also be received and evaluated without any such discussion. **Note:** Discussions regarding their submitted proposals **SHALL NOT** be initiated by any Offerors during the evaluation period.
5. **The Project Evaluation Manager notifies offerors of project evaluation results by 30 June 2026.** Offerors will be notified regarding the outcome of the review process after the final list of projects recommended for funding by the Proposal Evaluation Committee has been approved by the Agency's Director.



Mexican Long-tongued Bat by W. Frick



Big Bend Slider by C. Painter



II. PROJECT TOPICS AND SCOPE

A. PROJECT TOPICS OF PARTICULAR INTEREST FOR FY 2027

The Agency shall consider proposals that address one of these four major categories: **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:

<https://wildlife.dgf.nm.gov/conservation/state-wildlife-action-plan/>. Pertinent portions of the SWAP include the list of **SGCN** (Chapter 2, Table 5; pages 18-31) and species-specific threats and factors that affect SGCN (Appendix E; pages 562-604). **Conservation actions** are described in Chapters 5 through 10 for each threat within each ecoregion and in Chapter 3 for threats to ephemeral aquatic ecosystems (pages 92-93). **Habitat descriptions** can be found in ecoregion chapters (Chapters 5-10) and in Chapter 2.

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 13 March 2026 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 by this deadline to discuss their projects.

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 prior to proposal submission, document this contact in their proposals, and demonstrate that the land managers or owners support the proposed project. Projects that require any kind of 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 identified by the agency for 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).** Continue implementation of restoration and conservation of nectar-feeding bat habitat activities 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. Continue plantings of *Agave palmeri* on the Double E WMA and monitoring the health



and long-term sustainability of the current, including recently planted, agave populations. Monitoring should include the determination of any recruitment of agave plants at current population locations and the collection of environmental DNA (eDNA) samples from the agave blooms to identify foraging bat species. Newly-planted *Agave palmeri* should be grown from seeds previously collected on the Double E WMA or obtained from other sources appropriate to the environmental conditions on the WMA. Confirm the suitability of all new planting sites.

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 land managers or owners support any proposed project. Projects that require any kind of 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 identified by the agencies for the proposed project area(s); see Section III.B.2.j below.

Aquatic Research Projects

- **Topic 2: Chihuahua Chub and/or Beautiful Shiner population status in Mexico.** Investigate the status of previously known populations of Chihuahua Chub (*Gila nigrescens*; higher priority) and/or Beautiful Shiner (*Cyprinella formosa mearnsi*; lower priority) in the Guzman Basin in Mexico. Conduct field surveys to determine distribution and abundance. Sampling techniques that allow for abundance, density, or population estimates are most useful, but sampling methods could include electrofishing, trapping, or eDNA sampling. Sampling should also include the collection of genetic material for concurrent or future analysis.
- **Topic 3: Survey SGCN aquatic crustaceans and molluscs.** Conduct comprehensive distribution surveys and status updates for any aquatic invertebrate species listed as Data Needs SGCN (i.e., SGCN category D) in the 2025 SWAP (SGCN category information available in Table 37 of the [SWAP](#), pages 457-459 for crustaceans, 465-469 for molluscs). Compare survey results with previous surveys, if applicable.
- **Topic 4: Headwater Catfish population status.** Conduct field surveys to determine distribution and abundance of Headwater Catfish (*Ictalurus lutes*) in previously known locations in New Mexico. Collect and analyze tissue samples for genetic analysis to determine if Headwater Catfish populations are hybridizing with Channel Catfish (*Ictalurus punctatus*).



Amphibian and Reptile [Research](#) Projects

- **Topic 5: eDNA monitoring of Big Bend Slider.** Employ eDNA monitoring to benefit the conservation and management of the Big Bend Slider (*Trachemys gaigeae*). Focal monitoring locations include the Rio Grande and its tributaries or ditches below the Bosque del Apache National Wildlife Refuge; between the Elephant Butte Reservoir and the Caballo Reservoir and below the Caballo Reservoir; and ditches and ponds in Doña Ana County. Use eDNA survey results to update information on focal SGCN status, including distribution and abundance where possible, and advance the management and conservation of this species.
- **Topic 6: Collection of distribution information for lesser-known amphibian and reptile SGCN.** Conduct surveys and literature reviews (as appropriate) to gather distribution information for SGCN for which no or minimal distribution data are currently available. Data must be collected, synthesized, and submitted in a format that will allow for incorporation into the NM Biotics database managed by Natural Heritage New Mexico and ultimate incorporation into datasets used in the [New Mexico Environmental Review Tool](#) (<https://nmert.org/>). Eligible species include: Giant Spotted Whiptail (*Aspidoscelis stictogramma*), Gray-checkered Whiptail (*Aspidoscelis dixoni*), Little White Whiptail (*Aspidoscelis arizoneae gypsi*), and Texas Spotted Whiptail (*Aspidoscelis gularis gularis*).

Bird [Research](#) Projects

- **Topic 7: Motus tag deployment on avian species.** Deploy Motus tags on avian SGCN that are well suited for Motus wildlife tracking technology; deployment should occur at existing banding stations or at novel sites within the detection range of existing or planned Motus stations. Offerors must coordinate with the Agency's Nongame Avian Biologist regarding locations of existing and planned Motus station locations and priority species. Conservation Impact Species or Current Focal Species as described in the 2025 [SWAP](#) (see I and F birds in Table 37, pages 449-457), are preferred (e.g., Chestnut-collared Longspur [*Calcarius ornatus*], Southwestern Willow Flycatcher [*Empidonax traillii extimus*], and Yellow-billed Cuckoo [*Coccyzus americanus occidentalis*]). Proof of current possession of, or the ability to acquire, necessary auxiliary marking permissions from the [U.S. Geological Survey \(USGS\) Bird Banding Laboratory](#) (<https://www.usgs.gov/labs/bird-banding-laboratory>) and an Agency [Scientific Collection Permit](#) (<https://wildlife.dgf.nm.gov/enforcement/special-use-permits/>) are required.

Mammal [Research](#) Projects

- **Topic 8: Acoustic surveys of SGCN bats.** Conduct acoustic surveys for SGCN bats on any Agency Wildlife Management Area (WMA) or at sites prioritized by the [North American Bat Monitoring Program](#) (NABat; <https://sciencebase.usgs.gov/nabat/#/results>) on state lands (see Generalized Random-Tessellation Stratified [GRTS] information on [NABat site](#); <https://www.nabatmonitoring.org/collect-data>). Target SGCNs include Big Free-tailed Bat (*Nyctinomops macrotis*), Cave Myotis (*Myotis velifer*), Southwestern Little Brown Myotis



(*Myotis occultus*), Spotted Bat (*Euderma maculatum*), Tri-colored Bat (*Perimyotis subflavus*), and Western Red Bat (*Lasiurus blossevillii*). In coordination with Agency personnel, select a minimum of 10 grid cells to survey using [NABat protocols](https://www.nabatmonitoring.org/collect-data) (<https://www.nabatmonitoring.org/collect-data>). 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.

Invertebrate Research Projects

- **Topic 9: Surveys for pollinating insect SGCN.** Use appropriate methods, including non-invasive approaches where possible, to survey for pollinating insect SGCN. Design surveys and data collection, including literature reviews as appropriate, to fill information gaps for these species, especially regarding their distribution, status, and ecology (e.g., habitat associations, preferred forage species, threats, etc.). Species and topics of particular interest include:
 - a. Nokomis Silverspot (*Argynnis [Speyeria] nokomis nokomis*). Detect new populations through surveys and/or develop and validate an improved habitat suitability model.
 - b. Cockerell's Bumble Bee (*Bombus cockerelli*). Confirm whether it is extant in the Sacramento Mountains and evaluate its taxonomic status. Specifically, determine if it is a full species or a geographic variant of Half-black Bumble Bee (*Bombus vagans*).
 - c. Capulin Mountain Alberta Arctic (*Oeneis alberta capulinensis*). Confirm whether this species has been extirpated from Union County and assess its current geographic range across public and private lands in northeastern New Mexico. Assess population size at detection sites and determine whether there is a minimum population size required to ensure inter-annual persistence.
 - d. Pogue's Flower Moth (*Schinia poguei*) (and other moths endemic to the White Sands Missile Range or National Park). Determine host-plant associations and evaluate potential threats to these host plants.
 - e. Beloved Fairy Bee (*Perdita cara*) (and other SGCN bees in the genus *Perdita* found in the Chihuahuan Desert ecoregion). Use pollen swabs and/or flower visitation surveys to determine key nectar plants for these species. Fill in information gaps regarding geographic range, population size, and habitat associations as appropriate to the focal species.
 - f. Pollinator species for which no information on potential threats is currently available per Appendix E in the SWAP (i.e., Melittid Bee [*Hesperapis trochanterata*], Rio Grande Flower-loving Fly [*Apiocera hamata*], Southwest Leaf-cutter Bee [*Megachile melanderi*], Southwestern Slender Bee Fly [*Thevenetimyia speciosa*], Ursine Giant Skipper [*Megathymus ursus ursus*], and Yellow-tailed Hornet Fly [*Spilomyia kahli*]).
- **Topic 10: Evaluation of pollinating insect SGCN use of native plants at solar arrays.** Collaborate with renewable energy companies to evaluate the use of native plants by pollinating insect SGCN at solar arrays and nearby, similar undeveloped sites. Determine which plants the pollinators are using, evaluate the health of the pollinators, and evaluate



the nutritional value of the nectar and/or pollen that the pollinators are harvesting. Compare the health and diversity of the pollinator communities between the solar arrays and undeveloped sites. Assess the likelihood of the solar array site supporting a source or sink population, or serving a different role, for local pollinators. As feasible, conduct evaluations in areas with different natural habitat types with varying suitability for pollinating insect SGCN. Provide recommendations for the use of native, pollinator-friendly plants at solar arrays.

- **Topic 11: Surveys for terrestrial mollusc SGCN.** Use appropriate methods, including non-invasive approaches where possible, to survey for terrestrial mollusc SGCN. Design surveys and data collection, including literature reviews as appropriate, to fill information gaps for these species, especially regarding their distribution, status, and ecology (e.g., habitat associations, taxonomy, etc.). Species of particular interest are those for which no known monitoring is being performed (see M[n] entries in Table 37, pages 465-469 in the [SWAP](#)), that are Data Needs Species per the SWAP (see D entries in Table 37, pages 465-469), and may also be currently unranked in terms of their NatureServe state rank (i.e., Black Range Mountainsnail [*Oreohelix metcalfei*], Capitan Woodlandsnail [*Ashmunella pseudodonta*], Diablo Mountainsnail [*Oreohelix houghi*], False Marsh Slug [*Deroceras heterura*], Guadalupe Woodlandsnail [*Ashmunella carlsbadensis*], Sonoran Snaggletooth Snail [*Gastrocopta prototypus*], Vertigo Snail [*Vertigo concinna*], and Whitewashed Rabdotus Snail [*Rabdotus dealbatus neomexicanus*]). Surveys and analyses with strong potential to ultimately indicate that SGCN status is no longer warranted for the focal species are also of interest.
- **Topic 12: Collection of distribution information for lesser-known insect SGCN.** Conduct surveys and literature reviews (as appropriate) to gather distribution information for SGCN for which no or minimal distribution data are currently available. Data must be collected, synthesized, and submitted in a format that will allow for incorporation to the NM Biotics database managed by Natural Heritage New Mexico and ultimate incorporation to datasets used in the New Mexico Environmental Review Tool. Eligible species include: Alamogordo Window Fly (*Caenotus inornatus*), Dotted Checkerspot (*Polyadras minuta minuta*), Magdalena Alpine Butterfly (*Erebia magdalena magdalena*), Mottled Duskywing (*Erynnis martialis*), New Mexico Desert Blue (*Euphilotes ellisiianasazi*), Raton Mesa Boisduval's Blue (*Icaricia icarioides*), Rhena Crossline Skipper (*Polites origenes rhena*), Rhesus Skipper (*Polites rhesus*), Small Window Fly (*Caenotus minutus*), Socorro Chryxus Arctic (*Oeneis chyxus socorro*), Southwestern Brown Moth (*Plagiomimicus astigmatosum*), Ursine Giant Skipper (*Megathymus ursus ursus*), Wiest's Sphinx Moth (*Euproserpinus wiesti*), and Yuma Skipper (*Ochlodes yuma yuma*).



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 13:** Conduct 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 14:** Provide rehabilitation services that address 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 15:** Provide 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 including SGCN insects, 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 curricula 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 the use of Agency properties and personnel in presentations, workshops, or other educational events will be considered if Offerors coordinate these activities with the Agency in advance of proposal submission. Offerors that target K-12 audiences in their proposals MUST list multiple examples of New Mexico Public Education Department (NMPED)-approved science standards (<https://web.ped.nm.gov/bureaus/curriculum-instruction/new-mexico-instructional-scope-nmis/new-mexico-science-instructional-scope/>) 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! Science Standards <https://web.ped.nm.gov/bureaus/math-and-science-bureau/nm-stem-ready-science/nm-stem-ready-science-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 that will be covered or activities that will be 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 NMPED-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, including information on event locations, the numbers of attendees, and demographic information for attendees. Offerors must also be able to ensure that staff that engage with minor-aged students can pass regular criminal background checks and complete training for working with youth as directed by the Agency.

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

- **Topic 16:** Create and implement K-12 school presentations and field trips focusing on SGCN wildlife and wildlife habitats, especially presentations/field trips 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 17:** Develop and implement 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/participatory 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](https://www.inaturalist.org/), <https://www.inaturalist.org/>), or enhancing the data available in the [Biota Information System of New Mexico](https://bison-m.org/) (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 from the Agency.
- **Topic 18:** Support 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 considered but the Offeror will need to coordinate such activities with the Agency, including any required archaeological compliance. 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 through established certification programs (e.g., [National Wildlife Federation](https://www.nwf.org/Native-Plant-Habitats/Create-and-Certify); <https://www.nwf.org/Native-Plant-Habitats/Create-and-Certify> or the [New Mexico Backyard Refuge Program](https://friendsvalledeoro.org/abq-backyard-refuge/) <https://friendsvalledeoro.org/abq-backyard-refuge/>).
- **Topic 19:** Create and implement 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) or the potential impacts to wildlife from human activities within residential areas (e.g., spread of aquatic invasive species, water quality impacts, release of unwanted pets, or effects of free-roaming domestic cats).
- **Topic 20:** Create and implement 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 II.A). Projects are subject to the following limitations. See the Proposal Evaluation Criteria (Section IV) for additional details on factors that will be considered during proposal evaluation.

1. Project Timing

- a. Offerors may submit proposals for projects that can extend for up to 24 continuous months (*i.e.*, 2 years). 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 for the proposed project category) and must cover the full proposed length of the project.
- b. **Habitat** and **Research** projects MUST commence on 15 February 2027 OR on 15 April 2027. **Rehabilitation** and **Education** projects MUST commence sometime between 15 February 2027 and 17 May 2027. Deviations from these required start dates MUST be discussed with the Project Evaluation Manager prior to proposal submission. Projects cannot end on 31 December of any year due to conflicts with the winter holidays.

2. Project Funding

- a. Proposed budgets for **Habitat** or **Research** projects CANNOT exceed \$59,900 of Share with Wildlife funding per year.
- b. Proposed budgets for **Rehabilitation** or **Education** projects CANNOT exceed \$25,000 of Share with Wildlife funding per year.
- c. If the proposed project would benefit from an additional year of funding (for a 2-year total not exceeding \$119,800 for **Habitat** or **Research** projects; \$50,000 for **Rehabilitation** or **Education** projects), Offerors MUST indicate this on the proposal Cover Sheet AND submit a budget, and associated budget justification, for EACH of the two years (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 (except for the U.S. Fish and Wildlife Service, including National Wildlife Refuges, for **Habitat** or **Research** projects) are eligible to submit proposals in response to this CFPI.**4. Matching Funds**. Matching funds (*i.e.*, cost share) are not required for Share with Wildlife projects. However, proposals for **Habitat** and **Research** projects 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 (Section IV.C.2). For example, if a project will cost \$10,000 to complete, the Offeror would have to contribute \$3,500 in order to provide matching funds (cost share) at a rate of 35% of the total project cost (\$10,000); the remaining 65% (\$6,500) would be the amount requested from the Share with Wildlife program. Matching funds can include waivers of established overhead costs by universities or other entities, staff salaries from non-federal sources, or mileage used for the project, provided that the salaries or other contributed funds are necessary to

complete the project and are not being used as matching funds for a different 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 in projects that address applied wildlife conservation and/or management questions are strongly encouraged.
7. **Allowable costs.** Share with Wildlife funding can be used for, but is not limited to, the following project expenses: Consumable laboratory/classroom/fieldwork supplies that are necessary to achieve the project's objectives; laboratory analyses; hourly wages and associated fringe and benefits costs for researchers/educators/other staff members directly working on the project; graduate student tuition; travel to project field sites for the purpose of preparing to collect or collecting data or to schools, field sites, or other locations to implement education programs or to transport wildlife rehabilitation patients; travel to/fees associated with workshops providing training essential to the project's success; indirect costs according to federally negotiated or other indirect cost rates. Share with Wildlife funding CANNOT be used for the following expenses: Items with a lifespan longer than the expected duration of the project, unless the Offeror is willing to relinquish the item to the Agency at the end of the project (e.g., durable goods such as wildlife cameras, external hard drives, or laptop computers); registration fees or travel to conferences/meetings; society memberships; costs associated with submitting an article for publication or page charges if a submitted article is selected for publication; food for workshops or other events. See Section III.B.2.i (Budget and Budget Justification) for additional guidance.
8. **Agency Personnel.** To avoid conflicts of interest, **proposals CANNOT 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. Proposals that include an Agency employee as project personnel will NOT be considered for funding.



9. **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 current 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 project activities. 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).



Nokomis Silverspot by R. Hannawacker



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. **Font.** Proposals MUST be word-processed in a standard 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. **Required components.** Proposals MUST include all REQUIRED proposal components described below in Sections III.B.2.a through III.B.2.l.
- c. **Total length.** Total length is limited to 5 pages, NOT including the following components: Cover Sheet (Section III.B.2.a), Ability to Meet Terms and Conditions (Section III.B.2.k), and Compliance Information (Section III.B.2.l).
- d. **Component length.** The suggested length for each required component is provided in parentheses. If this guidance is followed, the proposal will not exceed the maximum length of 5 pages (excluding the Cover Sheet, Ability to Meet Terms and Conditions, and Compliance Information components). The Proposal Evaluation Committee will not consider any supporting documentation, online or otherwise, for which hyperlinks to other documents or websites (including Dropbox folders) have been included in the proposal body.
- e. **Extra pages.** 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 Proposal Evaluation Committee and shall not be considered during proposal evaluation.
- f. **Excluded components.** As noted above, the 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 therefore encouraged to provide complete information for these components, which will be carefully scrutinized during the proposal evaluation process.
- g. **Proposal format.** For ALL project categories, the proposal MUST be formatted as a SINGLE electronic file (.pdf) that is no larger than 10 MB in size and submitted as an electronic file attachment via email to karenh.gaines@dgf.nm.gov. If a **Habitat** or **Research** project includes field work, the Offeror MUST also attach an ArcGIS File Geodatabase, QGIS GeoPackage, .kmz, or shapefile containing ALL potential project field work locations (Sections III.B.1.i and III.B.2.f); the proposal file (.pdf) and the



Geodatabase/GeoPackage/.kmz/shapefile must be submitted as separate email attachments sent to karenh.gaines@dfg.nm.gov.

- h. **Proposal delivery.** Files submitted by any non-electronic delivery method (e.g., as a paper/hard copy or flash drive delivered via mail) will NOT be accepted.
- i. **Spatial data.** As noted above in Section III.B.1.g, Offerors for **Habitat** and **Research** projects that include field work MUST submit a separate ArcGIS File Geodatabase, QGIS GeoPackage, .kmz, or shapefile containing ALL potential field work locations. Other file types are NOT acceptable.
- j. **File naming.** Name the proposal file according to the following convention: “OfferorLastname_ProjectCategory_ProjectFocalSGCN” (if a particular SGCN is the focus). Examples: “Gaines_Research_GilaMonster” for a **Research** project; “Kare4Kritters_Rehabilitation” for a **Rehabilitation** project.

2. Proposal Components

The proposal MUST be organized in the following format AND contain all REQUIRED components listed below using the provided headings and in the sequence indicated. Any proposal that does not include all REQUIRED components (i.e., all components except for those marked below as “OPTIONAL”; i.e., Section III.B.2.m) for the relevant project category 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](https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/) (<https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/>).

- a. **Share with Wildlife Proposal Cover Sheet (Appendices A-C) – REQUIRED but NOT included in the 5-page limit.** Download Word template from the Share with Wildlife “Apply” website (see above). Each Cover Sheet is specific to a project category; Offerors MUST use the appropriate Cover Sheet as the first page of their proposal 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). Regarding project start/end dates and as noted in Section II.B.1.b above: **Habitat** and **Research** projects MUST commence either on 15 February 2027 OR on 15 April 2027. **Rehabilitation** and **Education** projects MUST commence sometime between 15 February 2027 and 17 May 2027. Deviations from these required start dates MUST be discussed with the Project Evaluation Manager prior to proposal submission. Due to conflicts with the winter holidays, projects cannot end on 31 December of any year. **NOTE: The Cover Sheet of the proposal MUST BE ELECTRONICALLY SIGNED and DATE-STAMPED by using the Adobe Certificate tool after saving the Cover Sheet as a .pdf or HAND SIGNED and DATED, then SCANNED to .pdf.**
- 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 project category (i.e., **Habitat**, **Research**, **Rehabilitation**, or **Education**). Include enough background information to provide sufficient context for evaluating the value and feasibility of the project, including its objectives and proposed methods. For **Habitat**



and **Research** projects (especially those intended to be implemented on public lands but also for private lands where relevant), Offerors MUST reference any previous work done regarding the project's focal species in the proposed study area and explain 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 activity to be performed and a detailed, easy to understand 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 the reviewers will understand exactly what you intend to do and why it must be done. If any ground disturbance (e.g., hole digging or rebar installation) is required for the project, this disturbance MUST be fully explained in this section, including the anticipated extent of the affected surface area in square meters (m^2), the equipment to be used (e.g., shovels), and any materials to be installed on the study site (e.g., rebar). If no ground disturbance is required to complete the project, this MUST be explicitly stated in this section.
- e. **Anticipated Timeline (Appendix D) and Deliverables (0.75 page) – REQUIRED.** Download Word template from the [Share with Wildlife “Apply” website](https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/) (<https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/>). Using the downloaded template, provide a timeline for performing key project activities and submitting project products/deliverables. List the deliverables that would result from the proposed work (e.g., reports, maps, data spreadsheets, conservation recommendations) and briefly explain the utility of these deliverables in improving management and conservation of wildlife in New Mexico. For two-year projects, activities and deliverables should be clearly described for each of the proposed two years. Offerors MUST anticipate submitting interim reports by 30 June 2027 and 2028 AND a final report at the end of each Project Year; please include preparation and submission of these reports in the project timeline.
- f. **Project Area (0.25 page) – REQUIRED.** List all New Mexico counties and all smaller-sized areas (e.g., Wildlife Management Areas, National Wildlife Refuges, U.S. Forest Service ranger districts) where the project activities will occur. For **Habitat** and **Research** projects ONLY, include a map figure with points or polygons (but not broad, county-level polygons) indicating locations where any field work will take place. This map should include every location contained in the separate ArcGIS File Geodatabase, QGIS GeoPackage, .kmz, or shapefile that MUST be submitted with **Habitat** and **Research** proposals that include field work (see Section III.B.1.i above and Appendix A).
- g. **Project Species/Key Habitats and Conservation Actions (0.25 page) – REQUIRED.** For **Habitat** and **Research** projects, Offerors MUST include a list of the SGCN, habitats, and specific conservation actions (copied verbatim from the [SWAP document](https://wildlife.dgf.nm.gov/conservation/state-wildlife-action-plan/) at <https://wildlife.dgf.nm.gov/conservation/state-wildlife-action-plan/>) addressed by the project. Include page number citations for the conservation actions copied from the SWAP .pdf document. For **Rehabilitation** and **Education** projects, Offerors MUST list a subset of the SGCN that will potentially be received by the rehabilitation center or specific SGCN that will be included in the **Education** project curricula.



- h. **Personnel and their Qualifications (0.5 page) – REQUIRED.** List each member of the project team, including the principal investigator and any subcontractors, along with 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. Each resume/CV should include ONLY the educational background, professional experience, skills, relevant graduate thesis/publications/reports, and completed projects that are directly relevant to the proposed project and are applicable to the Proposal Evaluation Criteria in Section IV below. Emphasize experience with species, habitats, and methods that are directly 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.8).
- i. **Budget (Appendix E) and Budget Justification (1.25 page) – REQUIRED.** Download Word template from the [Share with Wildlife “Apply” website](https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/) (<https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/>). Offerors MUST provide a detailed budget using relevant portions of the template and list the salary/labor costs, travel costs, supplies, equipment, laboratory fees, and other applicable costs (e.g., any indirect costs, overhead fees, and required New Mexico Gross Receipts Tax) associated with the project. Provide the salary/labor and/or the travel rates in the relevant per-unit format (e.g., \$__/hour, \$__/mile, or \$__/night) that were used to calculate the total costs for these budget items.

- 1) ALL proposals must 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 airfare costs and number of trips used to determine travel costs; and details on all relevant budget categories, including the types and amounts of equipment and supplies that will be purchased and a break-out of costs for the different items. If including equipment that has a life past the end of the project, please include a statement that this equipment will be returned to the Agency after the end of the project.
- 2) For two-year projects, costs for Project Year 1 (beginning on or after 15 February 2027) MUST be clearly separated from Project Year 2 costs. Offerors MUST provide detailed budgets and budget justifications for BOTH Project Years.
- 3) For **Education** projects, a “per presentation or program” cost may be provided instead of separate labor and travel costs, but the labor and travel rates used to determine the program cost MUST be included in the budget justification. Include the estimated number of students/participants that will be reached by 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 costs less than \$5,000) with a lifespan that extends beyond the proposed project timeline (i.e., durable goods) is NOT allowed unless the Offeror agrees to relinquish the purchased item to the Agency at the conclusion of the Share with Wildlife project. Examples of durable goods are wildlife cameras,



laptops, 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 of those 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. The Agency encourages renting or borrowing necessary items that are valued at above \$5,000 and/or that have lifespans extending beyond the project timeline.

- 5) Indirect Cost (IDC) rates imposed by an institution on direct costs may push a project's total budget over the \$59,900/\$25,000 limit per Project Year. In that case, the Offeror MUST either reduce their direct costs or reduce their institution's IDC demand to ensure that the total budget does not exceed the \$59,900/\$25,000 limit per Project Year.
- 6) New Mexico Gross Receipts Tax (GRT) MUST be paid by some Offerors. The Offeror should consult with their tax advisor to determine: 1) whether the Offeror must pay GRT and, if so, 2) the total amount of GRT that must be paid by the Offeror based on the project cost. The GRT is included in the maximum allowable cost for the project (*i.e.*, \$59,900 or \$25,000/year; \$119,800 or \$50,000 total for two years); thus, the GRT expense, if required, MUST be included in the budget as a separate line item for each 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 submission deadline. Documentation can include copying or summarizing text from emails received from land management agencies stating their support for the proposed project or providing information regarding the need for a special use permit or other authorization in order to complete the project.

k. **Ability to Meet Terms and Conditions – REQUIRED but NOT included in the 5-page limit.**

- 1) By signing the appropriate Share with Wildlife Cover Sheet (Appendices A-C), the Offeror and any other person at the Offeror's organization who is 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 and submit 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 using the Adobe Certificate tool 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 their TIN on their Cover Sheets in lieu of a BTIN.
- 4) All Offerors for **Habitat** and **Research** projects MUST already be registered with the [Federal System for Award Management](https://sam.gov/content/about/this-site) (<https://sam.gov/content/about/this-site>) before proposal submission OR be willing and able to register prior to project initiation if selected for funding. The New Mexico [APEX Accelerator](https://www.nmapexaccelerator.org/) website (<https://www.nmapexaccelerator.org/>) provides information for small businesses needing to register.
- 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 project. For information on the current public health order, consult the [New Mexico Department of Health website](https://cv.nmhealth.org/) (<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 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 using the Adobe Certificate tool 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 for 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 – REQUIRED but NOT included in the 5-page limit.** To ensure that all projects comply with applicable federal and state laws, the information below MUST be included within each proposal. Compliance Information may appear on a separate page attached at the end of the proposal.
 - 1) **Animal Harassment/Capture/Handling, etc. Permits.** As appropriate for the proposed project, list the permit numbers for any current federal or New Mexico state permits held by the Offeror regarding harassment (e.g., nest monitoring or playback calling), capture, handling, tissue sample collection, transport, and retention of wildlife that are protected at the federal or state 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.9 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](https://wildlife.dgf.nm.gov/enforcement/special-use-permits/) (<https://wildlife.dgf.nm.gov/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 1 m² of soil in total (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 m² in total) If not, please provide the total anticipated area of soil disturbance in m².



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 \(USFWS's\) 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. Ensure that ALL potential study sites are included in the uploaded shapefile or hand-drawn polygon prior to uploading. 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 species' critical habitats present in the study area. There is no need to click the blue "Define Project" button.
- 4) **Effects.** Offerors MUST describe what negative impacts (if any) the project activities will have on ALL of the federally listed species and critical habitats on the Resource List obtained from IPaC (see Section III.B.2.l.3 above) and the methods by which the Offeror will avoid or mitigate these impacts. If the Effects component is missing, the Compliance Information component will be considered incomplete.

m. **Other Supporting Materials -- OPTIONAL but IS included in the 5-page limit.** Offerors may include other supporting materials at the end of their proposals if they feel that those materials may improve the quality of their proposals, but Offerors may NOT embed links to any other materials or websites in the proposal body. This component is INCLUDED in the 5-page limit.



Headwater Catfish by E.C. Maxwell



Gray-checkered Whiptail by C. Painter



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 based on the following evaluation criteria and evaluated using information provided in the 5-page proposal, NOT on any additional or external resources (e.g., information linked to by URLs or hyperlinks embedded in proposals). **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 and effective the proposed project would be in furthering the objectives of the Share with Wildlife program, the 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. Share with Wildlife 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: 1) the species' conservation need that the project meets AND 2) a direct connection to relevant 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 the project objectives can be completed in the time allotted; the pertinent landowners or managers for the proposed project sites have already been approached and have indicated their interest in and support for the project; and whether ALL necessary permits or other authorizations that are required for the project to proceed have already been identified and/or are in hand.
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. For **Habitat** and **Research** projects, highest consideration will be given for an Offeror with an advanced degree and a dissertation/thesis/publication that pertains directly 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 the use of relevant and sufficient background information, correct grammar and punctuation, and overall readability and attention to detail. Proposals that heavily rely upon scientific jargon, especially in the methods section, will be given lower consideration.

C. COST-BENEFIT ASSESSMENT

1. **Budget Appropriateness**. The relative cost of the proposed project, given the utility of proposed project deliverables, the quality of the labor being provided, and expertise of the project team, 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.
2. **Provision of Matching Funds (Habitat and Research projects ONLY)**. Offerors are NOT required to provide matching funds for Share with Wildlife projects. However, Offerors for **Habitat** and **Research** projects who can provide and document non-federal matching funds that will cover 35% or more of the total project costs for the contract period will be given additional consideration. For example, if a project will cost \$10,000 to complete, the Offeror would have to contribute in order \$3,500 to provide matching funds (cost share) at a rate of 35% of the total project cost; the remaining 65% (\$6,500) would be the amount requested from the Share with Wildlife program.



Chestnut-collared Longspur by B. Martinka



New Mexico Desert Blue by S. Cary



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 10 April 2026). The amended proposal MUST completely replace the previously submitted proposal and MUST be clearly identified as the amended proposal in the submission email. Agency personnel will NOT merge, collate, assemble, or otherwise manipulate proposal materials.

C. OFFERORS' RIGHTS TO WITHDRAW PROPOSALS. An Offeror will be allowed to withdraw their proposal at any time BEFORE the deadline for proposal receipt (*i.e.*, 4:00 p.m. MDT on 10 April 2026) by emailing the Project Evaluation Manager and stating their desire to withdraw their proposal.

D. DISCLOSURE OF PROPOSAL CONTENTS. The proposals will be kept confidential, except as necessary for proposal 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 the Offeror has marked with the words "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 the price of project deliverables 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 Proposal 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 Proposal 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 proposal evaluation. This right is at the sole discretion of the Proposal 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 email. Offerors MUST have a valid email 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.

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)). Most required permits and 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. If no ground disturbance is anticipated, Contractors MUST explicitly state that in their initial permit application(s) or compliance email requests to the relevant federal agency(ies), AND the response from the federal agency(ies) MUST include either: 1) a statement that no ground disturbance is anticipated OR 2) a statement that the relevant federal agency will take the lead for all National Historic Preservation Act compliance for the Contractor's project. 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](https://wildlife.dgf.nm.gov/enforcement/special-use-permits/) (<https://wildlife.dgf.nm.gov/enforcement/special-use-permits/>). For federal permits for listed species, contact the [U.S. Fish and Wildlife Service](#); visit the [USFWS website](https://fwsepermits.servicenowservices.com/fws) for details: (<https://fwsepermits.servicenowservices.com/fws>). Note: Acquisition of federal and state permits and other documentation may take substantial time (*i.e.*, some months after initial submission of permit applications or document requests), so Contractors MUST allow enough time to submit their permit applications and receive responses from land management agencies prior to their planned project initiation date. Permit application or compliance documentation costs cannot be reimbursed if they occur prior to implementation of a contract with the Agency (Section V.A.).
- B. DATA SHARING AGREEMENTS.** Contractors for **Habitat** and **Research** projects that will collect location data for SGCN and/or wildlife protected under Chapter 17 of the New Mexico Statutes Annotated 1978 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.doi.gov/grants/BuyAmerica>. Due to the per-project cap of \$59,900 per year for Share with Wildlife **Habitat** and **Research** projects, Contractors might qualify for a



Department of the Interior (**DOI**) **small grants waiver** (<https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>).

- 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) within 6 months of project initiation. 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 FY that their project overlaps (e.g., 30 June 2027 and 30 June 2028 for two-year projects that begin in January or April 2027). Each interim report should be at least 5 pages long and describe ALL project progress and results to date. Reports for **Research** projects that include species surveys as a contracted activity must include at least one data table that includes all survey dates, locations, and results to date. An invoice referencing the work completed by the end of each relevant state FY (e.g., 30 June 2027 and 30 June 2028) should be submitted with each interim report. The interim report MUST be received before payment can be made on any final FY invoice.
- F. FINAL REPORT.** Contractors MUST deliver a final project report by the project termination date specified in the project contract. Final reports for **Rehabilitation** and **Education** projects should be at least 5 pages long; reports for **Habitat** and **Research** projects should be at least 10 pages long. If a new curriculum is developed during an **Education** project, the final curriculum must be delivered with the final report. **Research** project reports should include ALL typical components of professional journal manuscripts (e.g., background; methods; results, including in data table format; discussion/synthesis; acknowledgments, and references) in addition to any other contracted deliverables, including maps and conservation recommendations for focal SGCN or separate data files (e.g., Excel spreadsheet, ArcGIS File Geodatabase). A final invoice should accompany the final report and CANNOT be paid until ALL of the final contracted deliverables are received by the Agency. Specific SGCN or protected species location data covered under a data sharing agreement implemented between the Agency and the Contractor (Appendix G) should be submitted by the Contractor separately from the final report in a stand-alone spreadsheet or other appropriate file.
- G. INVOICES AND MATCHING FUNDS.** Contractors providing matching funds MUST document the contribution of those matching funds during the period of contract performance. This will include providing a letter prior to project initiation that states the dollar amount and non-federal sources of the matching funds for the entire project. Furthermore, each invoice submitted to the Agency for payment MUST document the dollar amounts and sources of match, provide the rates and quantities (e.g., hourly salary rate and number of labor hours) used to calculate match, and, when salary is used as match, also provide a statement that the performed work falls within the normal job duties of the 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 (e.g., receipts, institutional 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):

Name of Principal Investigator's Organization:

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

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

Name, Title: _____ Phone: _____ Email: _____

Mailing Address:

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

Name: _____ Phone: _____ Email: _____

1. Proposed start date: _____ and end date: _____. NOTE: Start date MUST be 15 February 2027 or 15 April 2027; end date MUST be within 24 months of start date and cannot be on 31 December 2027 or 31 December 2028.
2. Total Year 1, FY 2027 funds requested: \$ _____, from start of project to 30 June 2027.
Total Year 1, FY 2028 funds requested: \$ _____, from 01 July 2027 to end of Year 1.
Total Year 2, FY 2028 funds requested: \$ _____, from beginning of Year 2 to 30 June 2028.
Total Year 2, FY 2029 funds requested: \$ _____, from 01 July 2028 to end of project.
Additional **non-federal** matching funds to be contributed (if applicable): \$ _____.
3. Confirm the REQUIRED inclusion of ArcGIS File Geodatabase, QGIS GeoPackage, .kmz, or shapefile containing locations of ALL 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):

Name of Principal Investigator's Organization:

Organization's New Mexico BTIN (see Section III.B.2.k): _____

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

Name, Title: _____ Phone: _____ Email: _____

Mailing Address:

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

Name: _____ Phone: _____ Email: _____

1. Proposed start date: _____ and end date: _____. NOTE: Start date MUST be between 15 February 2027 and 17 May 2027; end date MUST be within 24 months of proposed start date and cannot be on 31 December 2027 or 31 December 2028.

2. Total FY 2027 funds requested for Year 1: \$_____, from start of project to 30 June 2027.
 Total FY 2028 funds requested for Year 1: \$_____, from 01 July 2027 to end of Year 1.
 Total FY 2028 funds requested for Year 2: \$_____, from start of Year 2 to 30 June 2028.
 Total FY 2029 funds requested for Year 2: \$_____, from 01 July 2028 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:	

4. Topic number(s) from CFPI Section II.A.3 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 C

PROPOSAL COVER SHEET, EDUCATION PROJECT



SHARE WITH WILDLIFE
Education Proposal Cover Sheet

Project Title:

Principal Investigator(s):

Name of Principal Investigator's Organization:

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

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

Name, Title: _____ Phone: _____ Email: _____

Mailing Address:

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

Name: _____ Phone: _____ Email: _____

1. Proposed start date: _____ and end date: _____. Note: Start date MUST be between 15 February 2027 and 17 May 2027; end date MUST be within 24 months of proposed start date and cannot be on 31 December 2027 or 31 December 2028.

2. Total FY 2027 funds requested for Year 1: \$ _____, from start of project to 30 June 2027.

Total FY 2028 funds requested for Year 1: \$ _____, from 01 July 2027 to end of Year 1.

Total FY 2028 funds requested for Year 2: \$ _____, from start of Year 2 to 30 June 2028.

Total FY 2029 funds requested for Year 2: \$ _____, from 01 July 2028 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 Activities

Year 1 (2027 - 2028):

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

Year 2 (2028 - 2029):

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

Please use the modifiable Word template to create the project timeline for your proposal.

Template is downloadable from the [Share with Wildlife \(“Apply”\) website](#)

(<https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/>).

INSTRUCTIONS: Place an “X” in the appropriate box(es) to indicate during which month(s) each project activity will take place. This template can be modified to change names of project activities, add rows for additional activities, and shift the position of the month column headings. Each Project Year consists of 12 consecutive months (regardless of start month) and no more than 24 consecutive months may be included in the timeline, even if no activity takes place during one or more of those consecutive months.

EXAMPLE for Year 1 beginning in April 2027: Field data collection will occur in April - June 2027; lab work in July - September 2027; data analysis in September - December 2027; and report writing in June 2027 (interim report for end of FY 27) and February - March 2028 (final Year 1 project report). In this example, no project activities will take place in January 2028, so none of the boxes in that column are checked.

Year 1 (2027 - 2028):

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



APPENDIX E

PROJECT BUDGET TEMPLATE



Budget Table 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 and Supplies ¹				
Lab work (if applicable)				
Presentation or program (Education projects only)				
Indirect Costs (if applicable) ²				
NM GRT (if required) ³				
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 and Supplies ¹				
Lab work (if applicable)				
Presentation or program (Education projects only)				
Indirect Costs (if applicable) ²				
NM GRT (if required) ³				
Total				

Please use the modifiable Word template when creating the project budget. Offerors can add or remove budget lines as needed. Template is downloadable from the [Share with Wildlife \("Apply"\) website](https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/) (<https://wildlife.dgf.nm.gov/conservation/share-with-wildlife/apply/>).



Budget Table Guidance

* 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 (e.g., private donors). Non-federal funds can be used to match federal funds IF they are NOT already being used to match another grant that is funding a different, non-Share with Wildlife project.
- “Federal” contributions come from federal sources (e.g., USFWS, USGS, U.S. Department of Defense). These funds CANNOT be used as match for federal funds for Share with Wildlife projects.

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 that the work performed falls within the personnel’s normal job duties and also provide timesheets or other documentation as needed for auditing purposes (Section VI.G).

¹. Equipment and 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 laptop computers.

². Indirect costs: Should only be included if applicable.

³. New Mexico Gross Receipts Tax: Offerors should consult their tax advisors to determine:

- If they are required to pay this tax and, if so,
- The exact dollar amount to include in each year’s budget.



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 WILDLIFE
PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the **STATE OF NEW MEXICO**, **DEPARTMENT OF WILDLIFE**, 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). 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 A 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 (30) 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.

(—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 A 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 (30) 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 **one year from the effective date** (--- OR ---) 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's 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 be effective only (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 by the Agency 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 RELATED TO 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 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.



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 and agrees 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 with the same formality as this agreement.

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 six (6) 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. In the event the Agency is presented with a request under the Inspection of Public Records Act (IPRA) NMSA 1978 §§ 14-2-1 et seq., the contractor agrees to cooperate with the Agency and provide all records possessed, or accessible, by the Contractor that the Agency may request for the Agency to satisfy the IPRA request. 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 and Time Calculation.

References to time (number of days) shall be in calendar days unless otherwise specified. When calculating the end date, the first day will not be counted and the last day will. If the last day falls on a Saturday, Sunday or legal New Mexico State holiday then the last day will be the first following non-Saturday, Sunday or legal New Mexico State holiday. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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

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

25. Authority.

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

26. Lower Tier Certification

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

27. Compliance with Federal Grant Conditions if utilizing federal funds

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

<https://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: _____ Date: _____
Agency

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

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

By: _____ Date: _____
Contractor

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

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

By: _____ Date: _____
Taxation and Revenue Department

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

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



APPENDIX G

SAMPLE DATA SHARING AGREEMENT

Contractors for **Habitat** or **Research** projects that might collect location data for any wildlife species that are: 1) protected under Chapter 17 of the New Mexico Statutes Annotated 1978 and/or 2) SGCN as denoted in the 2025 SWAP 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 WILDLIFE AND
[INSERT CONTRACTOR NAME]

I. PARTIES

The parties included in this Memorandum of Understanding are:

- New Mexico Department of Wildlife
- [Insert contractor name]

II. PURPOSE

The purpose of this MOU is to establish a data sharing relationship between the New Mexico Department of Wildlife (NMDOW), 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

NMDOW 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 NMDOW will be protected under the Fair Chase Rule 19.30.18 NMAC (attached).



5. Location data that NMDOW 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 NMDOW 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 WILDLIFE

Michael B. Sloane, Director

Date _____

