

Exhibit A

STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION AND INFORMATION
PROCUREMENT SECTION
700 WEST 21ST STREET
CHEYENNE, WY 82002-0060

REQUEST FOR PROPOSAL NO. 0288-W

ADVISORY COPY

WYOMING GAME AND FISH DEPARTMENT

PINEDALE ANTICLINE PROJECT AREA MULE DEER MONITORING

OPENING DATE AND TIME
AUGUST 2, 2013 AT 2:00 P.M. MDT

PURCHASING REPRESENTATIVE: BRENDA CROZIER
TELEPHONE NO.: (307) 777- 6708

DEPARTMENT OF GAME AND FISH
REPRESENTATIVE: THERESE HARTMAN

**WYOMING GAME AND FISH DEPARTMENT
R.F.P. NO. 0288-W
TABLE OF CONTENTS**

SECTION	PAGES
I. Request for Proposal	3-4
II. General Provisions	5-7
III. Special Provisions	8-9
IV. Schedule of Events	10
V. Administrative Information	10-11
VI. Project Specifications & Requirements	11-12
VII. Project Management	13
VIII. Acceptance	13
IX. Evaluation of References	13
X. Proposal Submission Requirements	14-15
XI. Evaluation Process	15-16
XII. Pricing Schedule A	17-18
Sample Contract	Attachment A
Project Area	Attachment B
Data Collection	Attachment C
Protocol	Attachment D

1. REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals, One (1) Original and five copies (5) for **Pinedale Anticline Project Area Mule Deer Monitoring** for the Wyoming Game and Fish Department will be received by the Wyoming Department of Administration and Information, Procurement Section, 700 West 21st Street, Cheyenne, Wyoming 82002 until **2:00 p.m., August 2, 2013**, at which time they will be publicly opened.

NOTE: Packages not containing the required number of copies will be rejected.

- 1.1. No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. Proposals will not be accepted by fax or Email.
- 1.2. Proposals must be received in the office of the Procurement Section on or before the time and date specified. Proposals received after the time and date specified will not be considered and will be returned unopened.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal that is in the possession of the Procurement Section may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. A letter should not reveal the proposal pricing but should indicate the addition, subtraction or other changes. FAX and E-mail alterations are acceptable. It is the proposer's responsibility to confirm receipt of this alteration with the Procurement Office. Telephone or verbal alterations will not be accepted.
- 2.2. A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening. Failure of the successful proposer to furnish the service awarded as a result of this advertisement shall eliminate the proposer from the active proposers list for a period of time as determined by the Procurement Section.

3. PREPARATION OF PROPOSALS:

- 3.1. No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3. Proposers are expected to examine special provisions, specifications, schedules, and instructions included in this Request. Failure to do so will be at the proposer's risk.
- 3.4. Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the State to indicate a lack of interest and will result in the removal of the Firm's name from the applicable mailing list.

4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in

response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.

- 4.2. The proposer also, agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information, Procurement Section, will award this contract to the firm, determined by the Wyoming Game and Fish Department, the most responsive and responsible offer based on criteria specified herein.
- 4.5. This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6. The successful proposer will be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7. Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 *et. seq.*).

DATED THIS FIFTH DAY OF JUNE, 2013.

STATE OF WYOMING

Procurement Section

Assigned Buyer: Brenda Crozier

II. GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR

1.1. The contractor shall function as an independent contractor for the purposes of the Contract and shall not be considered an employee of the State of Wyoming for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

2. INSURANCE:

2.1 All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The contractor agrees it will carry the insurance which is applicable to this RFP. Contractor shall provide a copy of an endorsement providing this coverage.

3. LAWS TO BE OBSERVED:

3.1. The contractor shall keep fully informed of all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

4.1. The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and Social Security taxes, workers' compensation, unemployment insurance, and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

5.1. The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto, and attached to the original Contract agreement.

5.2. The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.

5.3. Claims for money due, or to become due to contractor from the State under the Contract may, be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.

5.4. The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

6.1. Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.

6.2. The State may, upon ten (10) days written notice to the contractor, terminate the Contract, in whole or in part, for just cause, which shall include failure of the Contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this Contract shall, at the option of the State, become its property upon payment for services rendered through the termination of the Contract.

6.3. Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

7.1. The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

8.1. Proposers are expected to examine specifications, schedules, and instructions included in this package. Failure to do so will be at the proposer's risk.

9. EXTENSION AND AMENDMENT:

9.1. The proposer and the State covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) year, and said option to extend this proposal or Contract for a one year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years

10. COMPLIANCE WITH LAWS:

10.1. In performing the Contract, both parties agree to comply with all applicable state, federal and local laws, rules, and regulations.

11. AUDIT:

11.1. The State or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12. CONFLICT OF INTEREST:

12.1. The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the Contract. Proposer warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

13. NO FINDERS FEE:

13.1. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

14. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

14.1. It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

15. CONFIDENTIALITY OF INFORMATION:

15.1. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the State for its release.

16. SOVEREIGN IMMUNITY:

16.1. The State of Wyoming and the Agency do not waive sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

17. INDEMNIFICATION:

17.1 The Contractor shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

III. SPECIAL PROVISIONS

PROPOSALS MUST BE DELIVERED TO THE PROCUREMENT OFFICE IN A SEALED ENVELOPE OR PACKAGE BY 2:00 P.M. ON AUGUST 2, 2013.

PROPOSALS ARE TO BE DELIVERED TO THE PROCUREMENT OFFICE, 700 WEST 21ST STREET, CHEYENNE, WYOMING 82002, BY 2:00 P.M. ON AUGUST 2, 2013. NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME.

NOTE: Packages not containing the required number of copies will be rejected. There will be no exceptions.

It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. 16-4-201 through 16-4-205. Please identify each confidential page with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public.

1. STATE PARTIES:

This Request for Proposal (RFP) is issued by the Wyoming Department of Administration and Information, Procurement Section, on behalf of the Wyoming Game and Fish Commission (Agency).

Throughout this document and others in connection with this project, various references are made, or will be made to the "State". Generally, whenever this reference appears, the term "State" incorporates all parties to the RFP as cooperative state agencies that will be working on this project as a cohesive state unit.

It should be understood that the Director of the Game and Fish Department is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the State and Contractor are concerned.

The names and addresses of the State parties are:

Therese Hartman, Wildlife Mitigation Biologist
Wyoming Game and Fish Department
5400 Bishop Blvd.
Cheyenne, WY 82006

Brenda Crozier, Associate Buyer
Department of Administration and Information
Procurement Section
700 West 21st Street
Cheyenne, WY 82002

Questions Submission:

Questions regarding this RFP must be emailed in Word Format by **10:00 a.m. Mountain Time on June 21, 2013** to:

Department of Administration and Information
Procurement Section
Brenda Crozier, Purchasing Agent
Email: brenda.crozier@wyo.gov

Please include the RFP number on all correspondence. All questions will be answered and e-mailed to all prospective proposers in the form of a written addendum.

2. PROPOSAL RESPONSE SEQUENTIAL ORDER:

Proposers are required to keep their proposal response in the same sequential order that is referenced in the Proposal Submission Requirements.

3. EFFECTIVE DATES OF PROPOSAL:

All terms, conditions and costs quoted in the Proposer's response will be binding on the vendor for 365 days from the effective date of the proposal.

4. RESTRICTIONS ON COMMUNICATION WITH STATE STAFF:

The Department of Administration and Information, Procurement Section, is the primary point of contact from the date of release of the RFP until the Contract is fully executed and signed. Any attempt to contact any State employees, other than those named in the "Questions Submission" section above, regarding this procurement may cause rejection of any proposal submitted by that party.

In order to provide equal treatment to all proposers, questions must be submitted in writing, and answers will be distributed to all vendors requesting this RFP.

5. ADVERTISING AWARD:

The successful proposer must receive written approval from the State before advertising the award of the contract or the services being provided after the contract begins. The proposer must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

6. CONTRACT NEGOTIATION:

The State will notify the successful proposer and negotiate a contract under the procedures of the State of Wyoming, Game & Fish Department, General Accounting Section and the Wyoming Attorney General's contract guidelines. A draft Contract is included in the RFP as Attachment A.

7. BEGINNING WORK:

The successful proposer must not commence any work that could be billed until a valid contract has been executed. The State will not pay for any work by the proposer prior to execution of the contract.

IV. SCHEDULE OF EVENTS

The following schedule of events is subject to change at the sole discretion of the Agency:

Event	Deadline
1. RFP mailed to prospective proposers	June 5, 2013
2. Deadline to submit written questions	June 21, 2013
3. Answers to questions mailed out	June 24, 2013
4. Proposal submission deadline	Aug 2, 2013
5. Interviews (to be held at the discretion of the Agency)	Week of Aug 5, 2013
6. Proposal selection made	August 9, 2013
7. Contract finalized	August 16, 2013
8. Deadline for the receipt of final product	July, 31, 2014

V. ADMINISTRATIVE INFORMATION

1. BACKGROUND AND OBJECTIVES:

The purpose of this RFP is to secure a Contractor to facilitate 2013-14 quantitative monitoring of mule deer population parameters and habitat use within the Pinedale Anticline Project Area (PAPA) in Pinedale, Wyoming, compared to reference areas.

Specific level of change to be monitored:

- The data collected for this project will be sufficient to identify changes in deer numbers. Required monitoring includes determining any changes in mule deer population parameters within the PAPA and compare to the Sublette mule deer herd (Reference Area).
- The Wildlife Monitoring and Mitigation Matrix (Appendix B Record of Decision, Final Supplemental Environmental Impact Statement for the Pinedale Anticline Oil and Gas Exploration and Development Project) specifies that the changes requiring mitigation are as follows:
 - 15% decline in any year, or cumulatively over all years, compared to the Sublette mule deer herd (Reference Area).
- Per the Pinedale Anticline Project Office (PAPO), monitor a 15% decline in any year, or cumulatively over all years, compared to the Ryegrass/Soapholes (Study area).
- Per the PAPO, changes in habitat use within the PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area) will be measured through avoidance distances and home range usage using RSF model.

Objective:

- Monitor mule deer within the PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area) during winter and report changes in population numbers.
- Monitor female survival (based on collared mule deer mortality).

- Map collared mule deer locations and migration routes.
- Using a Resource Selection Function Model (RSF), identify mule deer distribution and habitat selection; and using a Cumulative Distribution Function, assess changes in habitat availability.
- For each objective, monitoring by contractor will occur within the PAPA (Treatment Area) and Ryegrass/Soapholes (Study area) see Attachment B, map.
- Analyze changes in mule deer population numbers in PAPA (Treatment Area) compared to population changes in the Sublette Mule deer Herd Unit (Reference Area) and the Ryegrass/Soapholes (Study Area).

VI. PROJECT SPECIFICATIONS AND REQUIREMENTS

1. RESPONSIBILITIES OF PROPOSER [CONTRACTOR]:

- 1.1 OBJECTIVES:** Monitor change in mule deer numbers between years, and cumulative change over all years between Sublette mule deer herd unit (Reference Area) and PAPA (Treatment Area) and between Ryegrass/Soapholes (Study area) and PAPA (Treatment Area). Document long term trends and make year-to-year comparisons.

Methodology

- Contractor will continue ongoing mule deer project.
- Contractor to maintain no less than 15 collars in treatment area and 5 collars in study area on adult (>1 yr of age) female mule deer within the PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area) (see Appendix B, Project area map).
- In January 2013, 32 mule deer were fitted with downloadable GPS collars. Capture efforts resulted in the PAPA (Treatment Area, $n=19$) and Ryegrass-Soapholes (Study Area, $n=13$). Contractor will be required to obtain data from existing collars equipped with release mechanisms designed to drop the collar off the animal on April 1, 2014.
- Collars were programmed to collect locations every 2 hours during non-summer months and every 5 hours during summer (June 15- Sept 15).
- Collaring, as needed to maintain sample size is to occur late December 2013 to January 2014.
- One fixed wing flight may be required to locate deer and download data in early April 2014 should release mechanism fail to drop collar.

Changes in deer numbers

- Contractor will estimate abundance in the PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area) by conducting one aerial survey using 1-mi² quadrat units following WGF D protocols (Appendix C).
- Contractor will analyze changes in deer numbers using Sublette Herd Unit (Reference Area) data (provided by WGF D) and PAPA (Treatment Area).
- Contractor will analyze changes in deer numbers between PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area)

Quadrat Sampling:

- Mule deer will be sampled in the PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area) by helicopter with observer counting all animals observed on 46 quadrats within the PAPA (Treatment Area) survey area and 23 quadrats within the (Bench Corral/Soapholes (Study Area) in February 2014.

1.2 REQUIREMENTS:

- Contractor will use Data protocol as provided by the PAPO (Attachment C) for reporting data.
- Surveys within the PAPA (Treatment Area) and Ryegrass/Soapholes (Study Area) will be conducted using protocol identified by the WGFD (Attachment D).
- Contractor is required to obtain and maintain a Chapter 33 wildlife capture permit with the WGFD.
- Contractor will submit all capture and location data to the WGFD Wildlife Observation System the year collected.
- Contractor will be responsible for recovery of any dropped collars.

1.3 DATA SUBMISSION AND REPORTING:

- Contractor will coordinate directly with the PAPO.
- Any equipment purchased from the project fund will be property of the PAPO.
- All raw data will be submitted as collected to the PAPO.
- Data will be submitted electronic and hardcopy using attributes table provided by the PAPO.
- All horizontal position data will be collected and reported in NAD 83, Zone 12, Universal Transverse Mercator (UTM).
- Preliminary reports will be submitted 30 days after completion of each objective.
- Invoices will include progress summary describing completed work included in billing.
- Draft Final Report is due May 31, 2014
- Final Report is due July 31, 2014.

1.4 COMMUNICATION AND ON-SITE REQUIREMENTS

The Contractor and Agency Representative may schedule meetings as deemed necessary to review current project status. Phone call and e-mail are the preferred means of communications.

1.5 DOCUMENTATION

The Contractor shall maintain all fiscal records relating to the contract in accordance with generally accepted accounting principles and shall maintain any other records relating to the contract. The State, the Federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of the Contractor which relate to the contract to perform examination and audits and make excerpts and transcripts. The Contractor shall retain and keep accessible all such fiscal records, books, and documents for three (3) years, or such longer period as may be required by applicable law, following final payment and termination of the contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later.

VII. PROJECT MANAGEMENT

1. STATE'S PROJECT REPRESENTATIVE:

All project management and coordination for the State will be through a single point of contact designated as the Agency Representative. The Agency Representative is Therese Hartman. Contact information for the Agency Representative is listed in Section III, 1 – Special Provisions.

2. PROPOSER'S PROJECT MANAGER:

The proposer will designate a single point of contact for the coordination of all aspects of their work. The proposer's Contract Project Manager's name and resume will be submitted with the proposal. The successful proposer shall not change the Contract Project Manager without written State approval.

VIII. ACCEPTANCE

Invoices will be submitted to the PAPO and accompanied with a brief status report supporting billing. Final payment will be processed upon approval of final report and receipt of all required documentation.

IX. EVALUATION OF REFERENCES

References are requested from at least three (3) prior clients. Each reference should describe relevant experience that will be beneficial in completing this project. An alternative point of contact for each reference should be listed when possible.

References will be verified and evaluated during the proposal evaluation process (Section XI – Evaluation Process) by telephone calls made by an Agency Evaluation Team. The reference will be ignored if the Evaluation Team cannot contact the referenced contact person after reasonable attempts during the designated evaluation period. All attempts to contact a referenced client will be documented, including the date and time of the attempt.

No discussions will take place between a proposer and an Evaluation Team member relative to reference verification and evaluation from the time of the proposal opening to posting of recommended proposal award. Any attempt by a proposer to initiate such a discussion will be grounds for proposal rejection.

The State reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors and workers. The State may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. The State reserves its right to reject any proposal response or to reject all proposal responses at any time prior to the State's execution of a contract.

X. PROPOSAL SUBMISSION REQUIREMENTS

Proposals will be submitted in two major sections – the Technical Proposal and the Cost Proposal. Omission of these sections or any item within these sections shall result in the proposal being eliminated from consideration.

1. TECHNICAL PROPOSAL FORMAT:

The **Technical Proposal** must include the following sections. In addition, all sections must appear in the following order:

1.1 EXECUTIVE SUMMARY:

The Executive Summary will condense and highlight the contents of the technical proposal in order to provide a broad understanding of the proposer's qualifications and approach to meeting the project tasks and requirements of the RFP.

1.2 PROPOSER BACKGROUND, EXPERIENCE AND REFERENCES:

This section will include details regarding the proposing firm(s), the type of work the firm(s) specialize in, and experience relevant to the proposed contract. A demonstrated record of satisfactory completion of similar projects is favored.

Experience will be judged based on details pertaining to past projects completed by the proposer. For each referenced project, the proposer must provide the client name, address and telephone number for the client or representative that was directly involved in the project, a description of the work performed, whether as a principal contractor or a sub-contractor; the time period of the project; and the scheduled and actual completion dates for each project task. In addition, the proposing firm(s) will identify by name, title, specialties, and level of involvement any individual(s) that were assigned to the referenced project, which are proposed for this project, under Section X, 1.3 – Resources and Project Organization.

A MINIMUM OF 3 REFERENES MUST BE NON- WGF D PERSONNEL

1.3 PROPOSER'S RESOURCES AND ORGANIZATION:

The proposer will detail key personnel and other resources assigned to each project task and deliverable.

Resumes will be included for the project manager assigned professional responsibilities for a project task or deliverable. Technicians or resources that provide assistance only need no documentation.

Proposer intending to subcontract any or all of the work outlined in the attached specifications must state that intention in their proposal and make known the name and business address of the proposed subcontractor and explain the role and responsibility of the referenced individual during the project.

1.4 PROPOSER'S PROJECT WORK PLAN:

The proposer will submit a work plan that addresses all the elements of the Objective and Requirements section and indicates a thorough understanding of the scope of work outlined in Section VI 1.2.

The proposal will contain a comprehensive and practical description of the proposer's plans for this project.

2. COST PROPOSAL FORMAT:

The **Cost Proposal** must include the following information.

2.1 PRICING SCHEDULE A

Schedule A must include the proposing firm(s) total fixed price costs for the entire project.

XI. EVALUATION PROCESS

1. EVALUATION METHOD AND CRITERIA:

An evaluation team of WGFD personnel will evaluate proposals. Proposals will first be reviewed with regard to conformance to all requirements. Proposals that do not conform to all requirements will not be scored. The evaluation team will recommend the proposer to be considered for the contract award.

- 1.1 **Proposer Qualifications/References** – The proposal and a minimum of three references are required demonstrating relevant experience. The proposal demonstrates adequate resources are committed or available to the project and the individual(s) assigned exhibit knowledge, skills and abilities that reflect capability to fulfill the requirements of this project. Professional staff proposed for the project should have previous experience with projects of comparable scope.
- 1.2 **Proposer's Description of Methodology** - The proposer has submitted a response that meets the criteria of the RFP and indicates a thorough understanding of the scope of the work. The proposal has identified realistic time lines for project implementation specified in the RFP. The proposal contains a comprehensive and practical description of the proposer's plan for project management.
- 1.3 **Description of Data/Report Submission** – The proposer has demonstrated thorough understanding of data submission and reporting requirements
- 1.4 **Cost Analysis** – The proposer's total project cost will be evaluated. Cost analysis must include appropriate cost justification. The budget has sufficient detail to show that costs are appropriate. All major budget items are identified individually.

2. EVALUATION CONSIDERATIONS:

The evaluation will occur in accordance with the criteria listed in Section XI, 3 – Evaluation Procedure. Proposers should concentrate on responding with examples that demonstrate successfully completed projects with similar scope. Price will be considered in the evaluation, but will not be the only focus of the evaluation. Evidence of successful completion of similar projects will be an important consideration in the evaluation process. The evaluation will produce a ranked list of proposers.

A short list of finalists may be called for interviews to complete the evaluation. The interview panel will consist of members of the evaluation team. If determined necessary, interviews will be held during the week of August 26, 2013. Finalists will be contacted the week prior if interviews are conducted.

3. EVALUATION PROCEDURE:

The evaluation will utilize a point system to create a list of proposals in ranked order. Criteria relating to whether the proposal falls below, meets, or exceeds expectations will be used. The proposed costs as submitted by the proposer and criteria relating to the extent each cost is above or below the average (or median if more appropriate) cost of all proposals will be used for scoring costs. The proposer must provide costs associated with the scope of work described under Section VI – Project Specifications and Requirements. Available points for each of the evaluation criteria are listed below.

Evaluation Criteria		Available Points	
I.	<u>Proposer Qualifications/References</u>	25%	25
II.	<u>Description Methodology</u>	25%	25
III.	<u>Description of Data/Report Submission</u>	25%	25
IV.	<u>Cost Analysis</u>	25%	25
<u>Total Project Qualifications</u>			100

The State of Wyoming will be the sole judge with respect to the evaluation of proposals. The proposer that best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The total possible number of points will not exceed 100. After the WGFD Evaluation Team completes evaluations, the proposer with the highest total number of points will be awarded the contract.

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XII. PRICING SCHEDULE A -- RFP 0288-W

The undersigned agrees to provide Contractual Services for the Wyoming Game and Fish Department, F.O.B. 5400 Bishop Blvd., Cheyenne, WY 82006 in accordance with the Request for Proposal, Special Provisions and the Proposal Pricing.

Total Project Cost (refer to pages 15 and 16): \$ _____
FIRM TOTAL FIXED PROJECT PRICE (written in Numbers & Words)

1. PROJECT MANAGER:

The Project Manager assigned to this project is:

Name _____

Title _____

Phone Number _____

2. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 2.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 2.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 2.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 2.4 Proposer will comply with all federal regulations, policies, guidelines and requirements.
- 2.5 Prices in the proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

3. GENERAL INFORMATION:

Proposer Name _____ Phone _____

E-Mail Address: _____ Fax _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

4. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

Sole Proprietorship

General Partnership

Corporation

Limited Partnership

Limited Liability

Other _____

If Proposer is sole proprietorship, list:

Owner name _____ Phone _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions that can lead to imposition of a fine and/or imprisonment.

(Name and Title)

(Date)

ATTACHMENT A

Sample

GF-FISCAL-19
REV. 7/07

Contract between

and the

Wyoming Game and Fish Commission

1. **Parties.** The parties to this Contract are _____ (Contractor), whose address is _____, and the Wyoming Game and Fish Commission (Commission) whose address is 5400 Bishop Blvd., Cheyenne, WY 82006.
2. **Purpose of Contract.** (Identify results to be obtained from the contractor or what you expect to receive from the completion of the contract.)
3. **Effective Date.** The effective period of this contract shall begin on _____ or upon the date the last required signature is affixed hereto, whichever is later and shall end on _____. The Commission shall not be held liable for, nor obligated to pay for any goods delivered or services performed prior to or after the effective period of this contract. All services shall be completed during this term.
4. **Payment.** The agency agrees to pay the Contractor for the services described herein. The total payment under this Contract shall not exceed _____ (_____). In accordance with W.S. 16-6-602, payment shall be due and payable to the contractor no later than forty-five (45) days after the Commission's receipt and acceptance of goods and/or services provided for in this contract, and of the respective proper itemized invoice as prescribed in W.S. 9-4-103. No payment shall be made for work performed before the date upon which the last required signature is affixed to this contract.
5. **Responsibilities of Contractor.** The Contractor shall provide the following services, which include but shall not be limited to those services set forth in the attachments: (Describe in detail and in complete sentences, with sufficient standards that can be enforced.)
6. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
7. **Americans with Disabilities Act.** The undersigned is subject to Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Wyoming Game and Fish Commission on the basis of race, color, national origin, age, sex or disability. The undersigned also understands that sexual harassment in any form will not be tolerated and that he or she and anyone in their employ shall comply with all provisions of the State of Wyoming Sexual Harassment Policy. The undersigned also acknowledges that he/she has been afforded the opportunity to review the State of Wyoming Sexual Harassment Policy.
8. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
9. **Assignment/Contract Not Used as Collateral.** This agreement, or any provision herein may not be assigned for collateral or as a security interest to any third party. The Contractor shall not use this contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Commission. Contractor shall have no right to let or sublet any part of or all of the rights or privileges herein granted, except upon written authorization by the Agency. It is further understood and agreed to by all parties that all terms and covenants hereof shall be binding and to the benefit of the Parties, their heirs, personal representatives, successors and assigns during the term covered by this contract.
10. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of the third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract

11. **Availability of Funds.** Nothing in this agreement shall be construed as obligating the expenditures of the Commission's funding beyond the specified provisions of this agreement, appropriations authorized by law, or as obligating the Commission should funding be unavailable for payment of any obligation herein. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this contract to acquire similar services from another party.

12. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

13. **Entirety of Contract.** This Contract, consisting of ____ (____) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Contract includes the following attachments as if set forth fully herein: Exhibit A ____ consisting of ____ pages; Exhibit B ____ consisting of ____ pages.

14. **Extensions.** The acceptance of this contract by Contractor does not grant or convey a right of renewal in future years.

15. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, homeland security issues and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

16. **Independent Contractor.** The Contractor agrees that it will not hold itself as an agent, servant or employee of the Wyoming Game and Fish Commission nor will Contractor obligate the Wyoming Game and Fish Commission in any manner. The Contractor shall function as an independent contractor for the purposes of this contract and is solely responsible for all taxes, liabilities and debts arising under this contract.

17. **Kickbacks.** Acceptance of this contract constitutes certification that the Contractor is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Acceptance of this contract constitutes certification that the Contractor is not delinquent on any Federal debt. Acceptance of this contract further constitutes certification that to the best of the Contractor's knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

19. **Approval by Procurement Services.** This agreement is not binding on either party until approved by the Division of Procurement Services, Department of Administration & Information and the Governor of the State of Wyoming, if required by W.S. 9-2-1016(b).

20. **Severability.** Should any portion of this contract, any attachment or exhibit be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

21. **Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. 1-39-104(a).

22. **Advertising Award.** The Contractor must receive written approval from the State before advertising the award of the contract or the services provided after the contract begins. The Contractor must agree not to refer to awards in commercial

advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

23. **Termination of Contract.** Termination of the agreement may be made by any party, at any time, with or without cause, upon no less than thirty (30) days written notice by certified mail, telegram, or personal delivery of notice to the other parties. This contract shall remain in full force and effect until terminated as provided herein.

24. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

25. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

26. **Signatures.** This contract consists of _____ pages, which include the attached exhibits. All parties have read the agreement, which includes all exhibits, and agree to comply with all provisions. Each party agrees to initial in the lower left hand corner of each page which initialing indicates that the party has read the page, understands the language therein and agrees to abide by each and every provision.

27. **Indemnification.** The Contractor shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

WYOMING GAME AND FISH COMMISSION

CONTRACTOR

_____/_____
Director Date

_____/_____
Contractor Signature Date

_____/_____
Chief Fiscal Officer Date

Contractor Name (Print)

Approval as to Form:

Street Address/PO Box

_____/_____
Attorney General Rep Date

City ST Zip

Social Security/Tax ID No.

Corporation

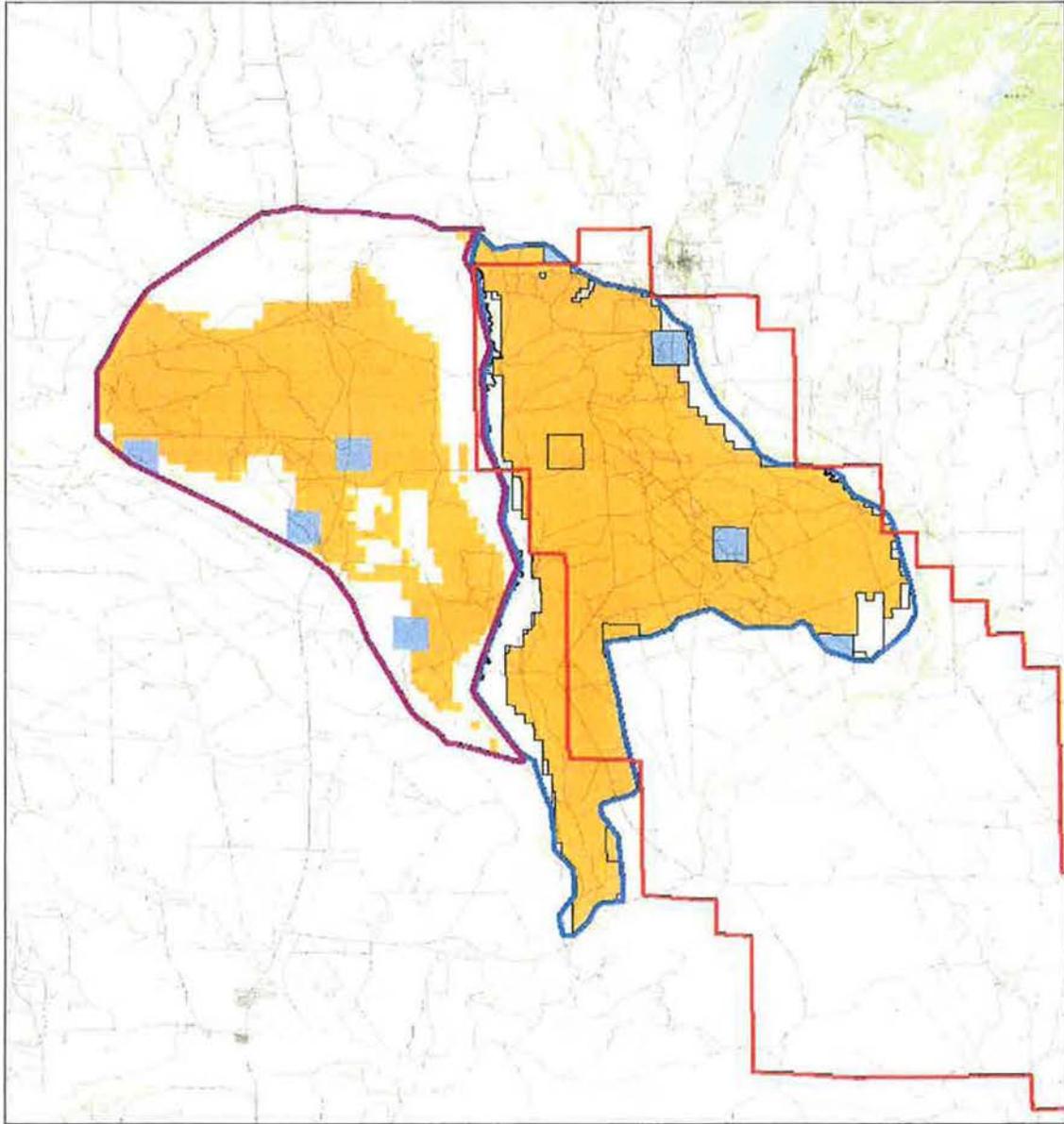
Partnership

Limited Liability Co.

Mule Deer Study and Treatment Monitoring Areas

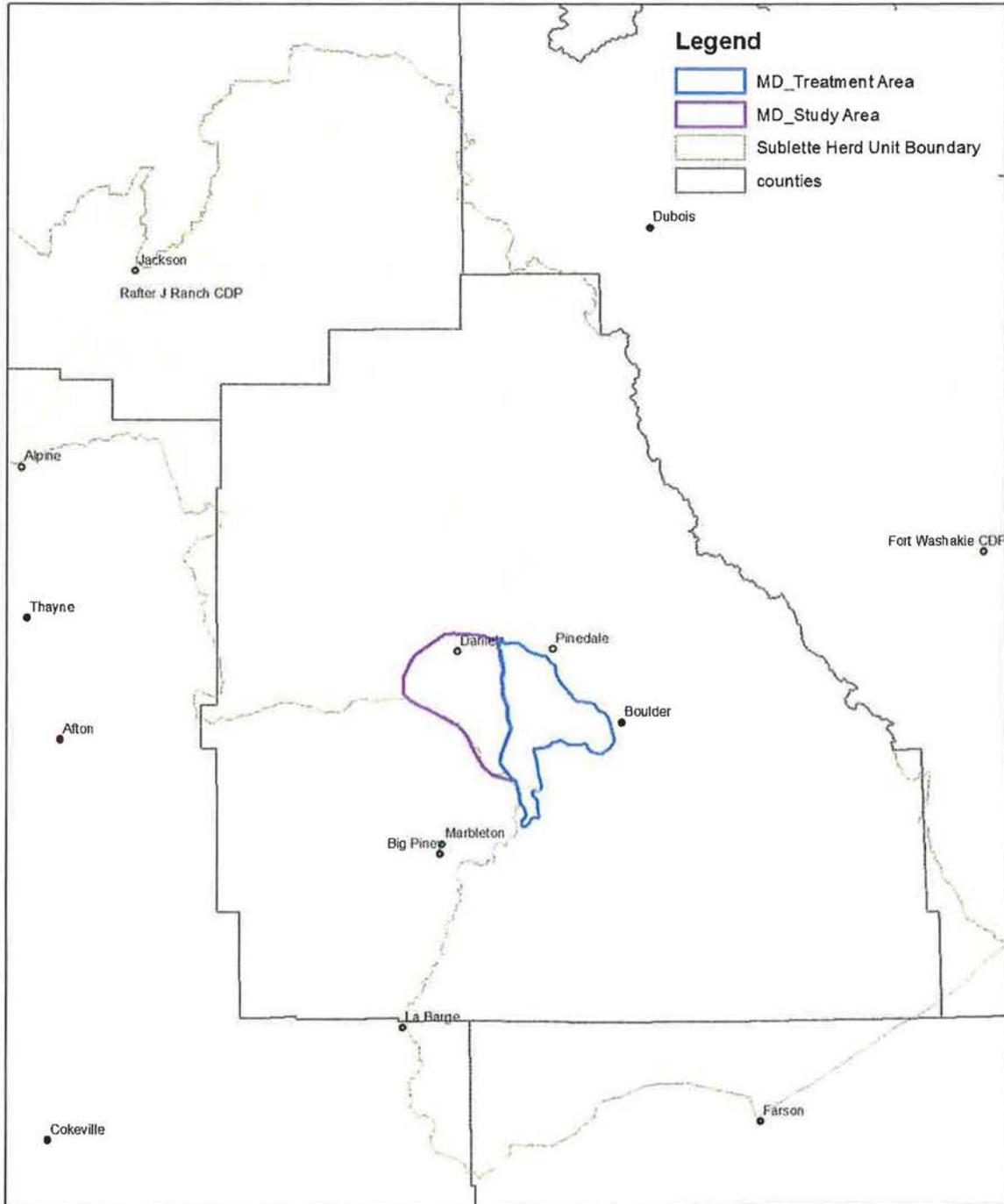
Legend

-  Treatment Area
-  Study Area
-  PAPA Boundary
-  Surface Ownership
-  House
-  Base



Sublette Herd Unit Analysis Area

Sublette Mule Deer Herd Unit and PAPA Mule Deer Project Area



Attachment C

Data Collection in Field for the PAPO for mule deer monitoring

1. Data collection will follow specific protocol by species, but is subject to change based on new or improved methods, literature, or Agency directives for data collection in the field.
2. Global Positioning Systems (GPS) equipment capability must conform to the following specifications.
 - a. All horizontal position data will be collected and reported to the WGFD/PAPO in NAD 27 Zone 12, Universal Transverse Mercator (UTM).
 - b. The model, make, and year must be recorded in all reports submitted in the paper portion of the report and in the metadata file.
 - c. If using a Trimble GPS with Terrasync and data dictionary capability a database, shapefile attribute table, or spreadsheet format will be supplied by the PAPO.
 - d. When WGFD/PAPO survey protocols require the use of GPS mapping technology for wildlife data collection, the GPS unit used must have a post processed differential or real time correction standard capability of no more than 15 meters for all required data collection. This information must be provided in the data tables provided for each species protocol that can be found on the CD provided.
3. All required data fields specified in WGFD Survey Protocol (see Attachment D) must be completed regardless of the method of data submissions used (e.g., data dictionary, database, or spreadsheet).
4. WGFD/PAPO biologists, data stewards, or others designated by the PAPO may inspect or observe field methods at any time during the survey or may assist in the field work.

Data Entry

1. All data must be submitted in the specified format. A database, spreadsheet, shapefile attribute table, or data dictionary format will be outlined by the PAPO. Example formats will also be supplied by the PAPO.
2. Electronic files (including GIS) will contain data and information specified in the WGFD Survey Protocol (see Attachment D). All required fields must be completed as described in survey protocols by species.
3. All measurements will be reported to the 100ths decimal unit (e.g., 5.06), except UTM coordinates, or measurements that are estimated, which will be reported as specified in the Survey Protocols.
4. All measurements taken must conform to the WGFD Survey Protocols document (Attachment D) and be reported in the appropriate units as described in the document.
5. There will be a file that contains only information for the species surveyed; all incidental observations and data collection will be contained in a separate file labeled as incidental observations.
6. Wording or terminology will contain only those phrases specified in protocol.
 - a. All "unknown" specification will be explained in the comment section.
7. Geographical Information System (GIS) shapefiles will also be separated by data on species surveyed and separate shapefile for incidental observational data.
8. Naming electronic files (including GIS) will follow the standard specified on the example format sheets supplied by the PAPO (i.e. project name and species).
9. Labeling the discs and title pages for the paper reports will follow the examples supplied by the PAPO. For example, company requesting the survey, date of survey, and species surveyed.
10. Assure that the information contained on the discs conforms to the label on the discs.
11. WGFD/PAPO will only accept non-corrupted discs that have all data/information specified in this survey protocol and the submission will not be considered a complete report without said accompanied disk.

Wyoming Game & Fish Department Mule Deer Capture and Winter Survey Protocol

Mule Deer Capture– Female mule deer should be captured using helicopter net-gunning in early winter before deer move to their individual winter ranges.

Quadrat Sampling

Mule deer will be systematically sampled using quadrat survey method. Helicopter surveys will be conducted in winter (February) using 1-mi² quadrat units. Symmetric quadrat units should be stored in a GPS prior to the survey. Survey crew should include the pilot and observer. Quadrat should be flown between 50 and 100 feet above the ground and at a speed of 40-50 mph.

Pilot must navigate to the corner of each quadrat and assure the aircraft remains within the quadrat boundaries as the count is conducted. Beginning at the first corner of each quadrat, fly the perimeter to establish the quadrat boundary, and then make one or more passes through the interior. To effectively search it may be necessary to fly concentric orbits inward. A real time flight path should be traced by the onboard GPS unit to insure quadrat interiors are systematically searched.

Avoid double-counting animals that flush into other portions of the quadrat. Deer detected inside the quadrat and moving outside should be considered inside. Deer outside the quadrat and moving inside should be considered outside.

For each quadrat record the number of deer groups and size of each group.

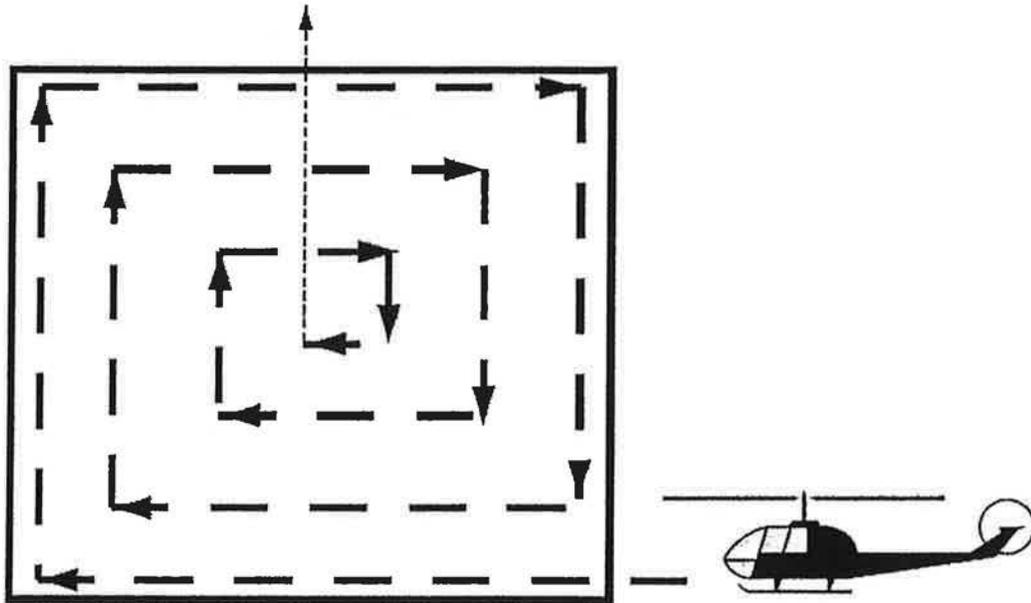


Fig. 4. Concentric search pattern used for quadrat surveys.