SOLICITATION FOR CONTRACTOR SERVICES - Request for Proposal.

	Submit Proposals To: PHEASANTS FOREVER, INC.		
	c/o Project Manager		PF Inc. Contract Officer:
PF's Authorized Agent:	Kelsi Wehrman		Sarah Marquart
Title:	State Coordinator		Contract Specialist
Street Address:	PO Box 146		1783 Buerkle Circle
City State Zip:	Nelson, NE 68961		St. Paul, MN 55110
Telephone:	402-621-0744		561-209-4920
Fax:			651-773-5500
E-mail:	kwehrman@pheasantsforever.org		smarquart@pheasantsforever.org

SOLICITATION DETAILS	
Type of Solicitation:	Request for Proposal - Full & Open Competition
Solicitation Opening Date:	2/20/2019
Due Date:	3/13/2019 5 ☐AM ☒PM
Expected Award Notice Date:	3/22/2019
	LATE RESPONSES WILL NOT BE CONSIDERED
	PF requests your quote remain valid for 90 days
☐ PF intends to make a single award to one contractor ☒ PF intends to make multiple awards to multiple contractors	

PROJECT DETAILS	
Project Name:	Habitat Share 2019 Partnership: Management of Wildlife Management Areas in Nebraska
Project Location:	Nebraska
Statement of Work:	See detailed Statement of Work below.
Work cannot start prior to:	Receipt of PF's written Notice of Acceptance
Work completion Date:	2/28/2020 Refer to Amendment A for specific dates related to the practice.

CONTRACTOR'S QUOTE SUMMARY **RETURN THIS SIGNED PAGE WITH YOUR QUOTE**	
☐ I am familiar with the local conditions affecting the cost of work. ☐ I have read and agree to all of the Contract Terms below including the Scope of Work & Services and Standard Compliance Terms Attachment. ☐ I have completed itemized pricing breakdowns requested in Attachment A. ☐I hereby propose to furnish all items required for the completion of the project as described for the price per task noted in Attachment A.	*Multiple projects available in Attachment A. Contractor does not need to bid on all projects.
SIGNATURE:	**DATE:**
YOUR SUBMISSION OF A SIGNED QUOTE INDICATES YOUR OFFER AND ACCEPTANCE OF ALL TERMS. PF'S WRITTEN NOTICE OF ACCEPTANCE (WHETHER BY US MAIL, FAX OR E-MAIL) WILL FINALIZE THE EXECUTION OF THIS CONTRACT WITHOUT NEED FOR ADDITIONAL ACTION OR SIGNATURE BY EITHER PARTY.	

SCOPE OF WORK & SERVICES

Type of Services:	Various. Multiple projects available for bid. Contractors may bid on as many projects as they are qualified to complete. Contractor does not need to submit a proposal for all projects. *See **Attachment A** for specification, name, location, description, and contract information for each site.
Licenses Required:	If any of the activities described in this Solicitation require specific licenses or certifications, your application for the activity indicates you have the required certification to perform the work. *Please include copies of any licenses or certificates held to apply any of the practices in this Scope of Work.*
Plans, Maps, or Documents Incorporated into this Solicitation:	The following are attached and incorporated into this Solicitation: *See **Attachment A** for specification, name, location, description, and contract information for each site.
Reports Required:	N/A
Questions:	All inquiries and all correspondence concerning this solicitation should be submitted to the Project Manager listed on the first page. Contractors should contact only the Project Manager issuing the solicitation about any aspect prior to contract award.
Site Inspection:	☐There are no site inspections for this project. ☒Contact the following person to schedule a site examination: *See **Attachment A** for the contact information for each site and specifications.
Factors Considered in awarding the contract(s):	1. Technical capabilities 2. Organizational and personnel qualifications 3. Past performance 4. Liability Insurance 5. Following the RFP guidelines 6. Price
Insurance Requirements:	In addition to the applicable provisions under the Additional Contract Terms section below, the following insurance requirements also apply: 1. Contractor will procure and maintain, until all of Contractor's obligations are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. 2. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. PF in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3. Contractor will provide:

    a. **Field Service Contractors** conducting restoration or enhancement field work will provide:
        i. Certificate of Insurance for Commercial General Liability Insurance with minimum coverage as indicated below.

        ii. Additional Insured Endorsement with:
            1. Reference to the policy number and the insured as they appear on the certificate.
            2. Reference to the additional covered party as "Pheasants Forever, Inc., its members, subsidiaries, directors & officers, agents, and employees individually and collectively"

        iii. Certificate holder should be listed on certificate as:
        PHEASANTS FOREVER, INC. 1783 Buerkle Circle, St. Paul, MN 55110

        iv. The following Minimum Coverage levels are required for the following types of work.
        *Restoration / Enhancement - hand tools only
        $500,000 per occurrence / $1,000,000 aggregate
        *Restoration / Enhancement - power tools or heavy equipment
        $1,000,000 per occurrence / $2,000,000 aggregate
        *Prescribed Burning
        $1,000,000 per occurrence / $2,000,000 aggregate

4. If Contractor receives a cancellation notice from an insurance carrier providing coverage for activities in this agreement, Contractor agrees to notify PF within 5 business days by providing a copy of the cancellation document, unless Contractor's policy(s) contain a provision stating that coverage will not be cancelled without at least 30 days advance written notice to PF.

5. Contractor will provide a certified copy of the insurance policy(s) at PF's request.

6. The failure of PF to collect the certificate of insurance for the policies required will not constitute a waiver of the insurance requirements by PF.

7. Failure of Contractor to carry adequate insurance will not relieve Contractor of their liability or duty to indemnify PF.

SCOPE OF WORK / TASKS

***See Attachment A for specification, name, location, description, and contract information for each site.**

Please note that wildflower seed demand is extremely high this year. Successful contractors are strongly encouraged to acquire their needed seed as quickly as possible to ensure that seed mixtures listed in Attachment A are completely available. Failure to obtain the required seed mixtures in time to comply with the timeframes issued in the Task Order could cause the termination of the agreement.

Note: The successful Contractor(s) will be required to submit the documents outlined in paragraph 5, Preliminary Requirements (below) within 30 days of contract award.

PROPOSAL REQUIREMENTS

A. Submission Procedures

1. Proposals may be submitted by mail or e-mail. Electronic submission to kwehrman@pheasantsforever.org is preferred. If submitting electronically, please combine cover page, technical proposal, business proposal, completed contractor's quote summary, request for proposal and other documents in a one MS Word or PDF document if possible. Please see Sample Bid for reference.
2. Address Proposal to the Project Manager specified above, Kelsi Wehrman.
3. Proposal must include all required forms and narrative sections described in this RFP. *Incomplete applications will not be considered.*
4. Include copies of any licenses or certificates held to apply any of the practices in this Scope of Work.

B. Submission Format

1. Contractors shall submit proposals in response to this solicitation in English.
2. Please submit the following (refer to attached sample):
   - (1) COVER PAGE: Contractor should submit a cover page showing:
     - i. The Project Name & date submitted;
     - ii. Contractor's name, address, telephone, email, etc.
     - iii. Type of organization.
       [ ] Sole proprietorship;
       [ ] Partnership;
       [ ] Corporate entity (not tax-exempt);
       [ ] Corporate entity (tax-exempt);
       [ ] Government entity (Federal, State, or local);
       [ ] Other_____;
     - iv. Contact information - Names, titles, telephone, and email of the person(s) authorized to act on the Contractor's behalfin connection with this solicitation.
   - (2) TECHNICAL PROPOSAL
   - (3) BUSINESS PROPOSAL
   - (4) COMPLETED CONTRACTOR'S QUOTE SUMMARY (Page 1 Above)
   - (5) PROPOSAL WITH BID AMOUNTS
   - (6) OTHER DOCUMENTS AS REQUESTED IN SCOPE OF WORK &SERVICES

CONTRACT TERMS

1. Confidentiality.

During the period of performance Contractor may have access to private or confidential information owned or controlled by PF. This information may include records, processes and specifications owned / licensed or used by PF in connection with the operation of its business including, without limitation, processes, procedures, policies, methods, lists (of members, donors, chapters, customers, etc.) (collectively "PF Information"). Contractor and its agents and employees will:

a. Use a reasonable degree of care to keep confidential all PF Information (using no less than the same degree of care which the Contractor uses to protect its own proprietary and confidential information); and,
b. Obtain PF's prior written approval before copying, publishing or disclosing any PF Information to others, and will not authorize anyone else to copy, publish or disclose it to others, without PF's prior written approval; and,
c. Apply this standard to any marketing materials, press releases or disclosures to other media outlets; and,
d. Only make use of PF Information for the purpose of performing Contractor's obligations under this Agreement; and,
e. Agree to return any PF Information to PF whenever requested.

2. **No Minimum Quantity.** An award under this solicitation in no way obligates Pheasants Forever, Inc. to purchase any minimum quantity. Where job sheets or task orders are used, each job sheet / task order will stand on its own insofar as it obligates Pheasants Forever, Inc.

3. **Evaluation & Selection.**
   a. Pheasants Forever, Inc. will select a Contractor whose offer is most advantageous to Pheasants Forever, Inc., the program partners, and the program budget, determined at its sole discretion.
   b. PF reserves the right to reject any and all offers for any reason whatsoever in PF's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of PF and the partnership.
   c. PF intends to evaluate quotes and award the contract(s) without discussions with Contractors (except for clarification purposes). Therefore, the Contractor's initial quote should contain the Contractor's best terms from a cost / price and technical standpoint.
   d. Unsuccessful vendors under this opportunity may submit a written request for information as to the winning bid and successful vendor. Information provided will pertain only to this opportunity.

4. **Payments.**
   Invoices and any supporting documentation should be submitted to the Nebraska Habitat Partnerships Specialist, Mary Patten at mpatten@pheasantsforever.org. Payment will be made to Contractor only after receipt of an approved, itemized invoice (that includes an NGPC biologist signature) and any other documentation required under the Scope of Work and Services (i.e.: seed mix information, etc.).

   a. Eligibility. Eligible expenses include those allowable expenses, incurred during the performance period, which are consistent with the Scope of Work and Services. Invoiced projects must match *exactly* with the task order that will be issued to selected contractors.
   b. Frequency. Payment will be processed no more frequently than monthly. Contractor should submit all invoices to Mary Patten at mpatten@pheasantsforever.org. Once PF Inc. receives an approved invoice from the Project Manager, payments will generally issue within 45 days.
   c. Documentation. Invoices must be itemized and include a brief description of services provided including the acres, specification, WMA, and total (see enclosed invoice example).

5. **Preliminary Requirements.** Successful Contractor will submit the following to PF within 30 days of receipt of the award notice letter and task order:

   a. Signed task order
   b. DUNS Number
   c. SAM.gov registry
   d. W9 form (provided with task order)
   e. Proof of insurance (as described above)
   f. PF certification form (provided with task order)
   g. Audited financial statements & Single Audit report (nonprofit organizations only).

   Task Order will specify paperwork needed. Please note work cannot begin and payments cannot be issued until all documentation is provided.

6. **Standard Compliance Terms Attachment.**
   The Parties agree that compliance with the Standard Compliance Terms attachment are incorporated by reference as part of this agreement, is binding on the parties. The contract will become null and void if a) Contractor is unable to comply with or show proof of compliance with the Standard Terms after the execution of the Agreement; or b) if Contractor becomes non-compliant during the period of performance and is unable to cure within a reasonable time.

   Note: *If attachment is missing contact the contract officer or project manager listed above.*

7. **Performance of Work & Services.**

   a. Both parties agree that Contractor has full control over the manner and means through which services will be performed, subject to meeting the standards required by PF and any agency partners, as defined in the attached Scope of Work and Services.
   b. Contractor warrants that no other agreement is violated by performing these services.
   c. Contractor agrees that work not meeting the standards required by PF will be corrected.
   d. Contractor warrants that no laws will be violated in performing any services.
   e. Contractor guarantees that s/he is competent to carry out the services which s/he has undertaken in this contract. Any material misrepresentation shall lead to immediate termination of this agreement.

8. **Independent Contractor.**
   This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with PF or the affiliated agency(s) for any purpose. The Contractor is and will remain an independent contractor in relationship to PF or the affiliated agency(s). PF will not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor will have no claim against PF or the affiliated agency(s) hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
   a. Insurance. Contractor will carry any required liability insurance relative to any work or service performed for PF and will not be eligible for claims on PF's insurance policies.
   b. Tools & Equipment. The Contractor shall supply all equipment or tools or instruments needed to perform the services under this agreement except as occasionally required.
   c. Non-exclusivity. The Contractor's relationship to PF is non-exclusive and Contractor is free to engage in other work for other entities.
   d. Assistants. If the Contractor employs assistants to perform the services described above, all provisions in this Agreement including but not limited to indemnification shall be binding upon all assistants of the Contractor. Any payments to assistants of the Contractor to perform the services under this agreement must be paid by the Contractor. PF agrees that all directives or instructions to assistants will be communicated through the Contractor.
   e. No Agency. Contractor (including its officers, directors, employees and volunteers, if any) shall not hold itself out as agent, representative or employee of PF under any circumstance.

9. **Copyrights & Intellectual Property.** The parties expressly agree that any work commissioned by PF which creates tangible or intangible property as a result of this Agreement is a work made for hire and that all copyrights vest in PF. The parties expressly agree that all ideas, know-how, data (including study results), and other intellectual property generated by PF or commissioned by PF through this Agreement will be the sole and exclusive property of PF. Inventorship will be determined in accordance with U.S. Patent laws.

10. **Indemnification.** Contractor shall indemnify, defend and hold harmless PF (including its officers, directors, employees and volunteers) against any demands, claims, damages to persons or property, losses and liabilities including reasonable attorneys' fees (collectively "Claims") arising out of or caused by Contractor's (including its officers, directors, employees and volunteers acting on its behalf) acts or omissions in the execution, performance or failure to adequately perform Contractor's obligations under this Agreement. Contractor shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

11. **Liability.** To the extent provided by law, each Party shall be liable for its own acts (including the acts of its officers, directors, employees and volunteers – if any – acting on behalf of the Party). In the event of any Claims arising out of the negligence of both the Contractor and PF, each party shall be responsible (including reasonable attorney's fees and costs) based upon its proportionate share of negligence.

STANDARD COMPLIANCE TERMS ATTACHMENT

I. ACCOUNTS, AUDITS AND RECORDS

(a) Records Maintenance. Partner/Contractor agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records will be maintained for a minimum period of three years after the final report is submitted.

(b) Inspection. The books and accounts, documents, files and other records of Partner/Contractor directly pertaining to this Agreement, will at all times be available for examination, excerpt, transcription or audit by PF and/or the United States Government and its authorized representatives to determine the proper application and use of all funds paid to Partner/Contractor.

(c) Disallowance. Partner/Contractor shall be responsible for reimbursing PF or the U.S. Government for a sum of money equivalent to the amount of any expenditure that may be disallowed related to the work or service Partner/Contractor has performed.

(d) Administrative Requirements. The administration requirements cited in OMB Circulars and Federal Acquisition Regulations, as applicable, are incorporated by reference herein.

II. REQUIRED ASSURANCES & CERTIFICATIONS

If the firm is unable to comply with or show proof of compliance with the following provisions within 30 days of the award and throughout the duration of the award, then the contract with Partner/Contractor will become null and void. Partner/Contractor may cure within a reasonable time by demonstrating compliance.

(a) Debarment and Suspension. Partner/Contractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for department or declared ineligible for participation in Federal grants or contracts, in accordance with OMB guidelines. The Partner/Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Partner/Contractor shall immediately notify the Contracting Officer if, during the term of this contract, Partner/Contractor becomes debarred. Pheasants Forever, Inc. may immediately terminate this contract by providing Partner/Contractor written notice if Partner/Contractor becomes debarred during the term of this contract.

(b) Certification of Drug-Free Workplace. Partner/Contractor certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988.

(c) Certification of Equal Employment Opportunity. Partner/Contractor certifies that it has implemented appropriate policy in accordance with State and Federal equal opportunity employment laws.

(d) Copeland "Anti-Kickback" Act. For contracts in excess of $2000 for construction or repair of public work, Partner/Contractor certifies compliance with the Copeland Act.

(e) Certification Regarding Lobbying. Partner/Contractor certifies to the best of its knowledge and belief that no federal funds have been paid or will be paid, by or on behalf of Partner/Contractor, to any person for influencing or attempting to influence a federal officer or employee of any agency in connection with the awarding of any Federal Award.

(f) Clean Air Act and Water Pollution Control Act
If the contract exceeds $100,000, then Partner/Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

(g) E-VERIFY. Partner/Contractor hereby certifies that it has used E-VERIFY to verify the employment eligibility of **all** employees working for Partner/Contractor. Individuals who are self-employed are exempt from E-Verify but must comply with related State statutes or regulations. Partner/Contractor understands and agrees that lawful presence in the United States is required by State and Federal law for employment under this Agreement and the Partner/Contractor may be disqualified or the contract terminated if lawful presence cannot be verified.

(h) Employee Whistleblower Protection. Contractor agrees to comply with the United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

- **i.** This contract, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at

41 U.S.C. 4712.

ii. Recipients, their subrecipients, and their contracts awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

iii. The Contractor shall insert this clause, including this paragraph iii, in all subawards and contracts over the simplified acquisition threshold related to this award.

(i) FFATA Compliance. Partner/Contractor agrees to comply with all FFATA requirements and to provide any information needed by PF to comply with reporting requirements under FFATA within 15 days of the contract award.

i. Partner/Contractor hereby agrees to provide a written statement to Pheasants Forever showing the total compensation of its top five executives within 15 days of the contract award; **OR**,

ii. Partner/Contractor hereby certifies that executive compensation information is already available through reporting to the SEC; **OR**

iii. Partner/Contractor hereby certifies that it receives *less than 80%* of its annual gross revenues from the Federal government *and* those revenues are *less than* $25 million annually.

(j) 2 CFR part 215.48 and Appendix A. As applicable, Partner/Contractor will comply with all other applicable terms required by 2 CFR part 215.48 and Appendix A, but not otherwise specified herein.

III. TRADEMARK. The Pheasants Forever Inc. name, Quail Forever name, and all logos and websites are the exclusive property of Pheasants Forever, Inc. Contractors may not use Pheasants Forever or Quail Forever trademarks or materials without the express written permission of Pheasants Forever, Inc.

IV. OTHER TERMS

(a) Entirety & Amendment. This document contains the complete agreement between the parties and supersedes any prior oral or written agreements or warranties between the Parties. No other agreement, amendment, representation or understanding will be binding on the parties unless made in writing by mutual consent of both parties.

(b) Default. Partner/Contractor's failure to comply with the terms and provisions of the Agreement will constitute a default. Upon default, Partner/Contractor will have a reasonable time to cure the default. PF will have the right to seek administrative, contractual or legal remedies. Also, PF will be entitled to recover all costs, expenses, and reasonable attorney's fees in obtaining specific performance or any other remedies as allowed by law. The election of one remedy will not constitute a waiver of any other available remedies.

(c) Severability. If any term of this Agreement is severed as invalid or unenforceable by a court of competent jurisdiction, then that term will be deemed valid to the greatest extent possible and the remainder of this Agreement will continue as valid and enforceable.

(d) Choice of Law & Forum. The parties agree this Agreement is governed by the laws of Minnesota and applicable Federal Laws and that any dispute in which direct negotiations fail will be finally resolved in a court of competent jurisdiction in the state of Minnesota.

(e) Assignability. This Agreement may not be assigned without the written consent of PF. If the Agreement is assigned, all provisions of the Agreement will be binding on the successors or assigns.

(f) Waiver. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.

(g) Termination. As applicable, if at any time the underlying funding agreement is terminated, then this Agreement will also be automatically terminated as of the termination date of the underlying funding agreement. PF may terminate this Agreement at any time by thirty (30) days written notice to Partner/Contractor of intent to terminate. If Partner/Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of PF, is guilty of serious misconduct in connection with performance under the Agreement, or materially breaches provisions of this Agreement, then PF at any time may terminate the engagement of the Partner/Contractor immediately and without prior written notice. If this Agreement is terminated PF will timely pay the final invoice for satisfactory work completed prior to termination.