



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:	Alexa Kennel	Susan Capparelli
Title:	Coordinating Wildlife Biologist	Grant & Contract Specialist
Street Address:		1783 Buerkle Circle
City State Zip:		St. Paul, MN 55110
Telephone:	717-913-2281	651-209-4915
Fax:		651-773-5500
E-mail:	akennel@pheasantsforever.org	scapparelli@pheasantsforever.org

SOLICITATION DETAILS

Type of Solicitation:	Request for Proposal - Full & Open Competition
Solicitation Opening Date:	5/19/2025
Due Date:	7/7/2025 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Expected Award Notice Date:	7/14/2025
	LATE RESPONSES WILL NOT BE CONSIDERED
	PF requests your quote remain valid for 90 days
<input type="checkbox"/> PF intends to make a single award to one contractor	
<input checked="" type="checkbox"/> PF intends to make multiple awards to multiple contractors	

PROJECT DETAILS

Project Name:	John Queman-Preparation of site and native planting-2025-2026
Project Location:	411 Gun Club Rd, Kutztown, PA 19530
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:	12/31/2026

CONTRACTOR'S QUOTE SUMMARY

<input type="checkbox"/> I am familiar with the local conditions affecting the cost of work. <input type="checkbox"/> I have read and agree to all of the Contract Terms below including the Scope of Work & Services and Standard Compliance Terms Attachment. <input type="checkbox"/> I have completed itemized pricing breakdowns requested below (if any). I hereby propose to furnish all items required for the completion of the project as described for the total price noted at right.	TOTAL QUOTE / BID: *Multiple site/tasks available. Please see Attachment A - Scope of Work and Attachment B - Bid Sheet. Contractor not required to Bid on all tasks. A per acre and total is requested. Per Task
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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:	Mechanized and chemical invasive treatment, native meadow planting, establishment mowing.
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. <i>Please include copies of any licenses or certificates held to apply any of the practices in this Scope of Work.</i>
Plans, Maps, or Documents Incorporated into this Solicitation:	The following are attached and incorporated into this Solicitation: Technical Scope of Work Map of project area Bid Sheet
Reports Required:	Monthly Status update Project Completion
Questions:	All inquiries and all correspondence concerning this solicitation should be submitted to the Project Manager listed on the first page. Contractors should contact <u>only</u> the Project Manager issuing the solicitation about any aspect prior to contract award.
Site Inspection:	<input type="checkbox"/> There are no site inspections for this project. <input checked="" type="checkbox"/> Contact the following person to schedule a site examination: <input checked="" type="checkbox"/> Project Manager listed above, or <input type="checkbox"/> Name: Title: Address: Phone: E-mail: Fax:
Factors Considered in awarding the contract(s):	PF will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the involved parties, price and other factors are all considered. The following factors shall be used to evaluate offers: Industry experience/Qualifications Site Visit Past work or reputation Price
Insurance Requirements:	In addition to the applicable provisions under the Additional Contract Terms section below, the following insurance requirements also apply: <ol style="list-style-type: none"> 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 Attachments A-B

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 by e-mail.
2. Addressed to the Project Manager specified above.
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.
5. Do not include letters of support, endorsement, industry awards or recommendations.

B. Submission Format

1. Contractors shall submit proposals in response to this solicitation in English.
2. Please submit the following:
3. COMPLETED QUOTE SUMMARY (Page 1 Above)
4. COVER PAGE: Contractor should submit a cover page showing:
 - i. The Project Name & date submitted;
 - ii. Contractor's name, address, telephone, fax numbers, 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, fax number and email of the person(s) authorized to act on the Contractor's behalf in connection with this solicitation.
5. ANY 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., 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.
- 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 Project Manager. Payment will be made to Contractor only after receipt of an approved, itemized invoice 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.
- b. Frequency. Payment will be processed no more frequently than monthly. Invoices are due within thirty (30) days of work completion and invoices for any work completed prior to June 30 must be submitted by July 15. Failure to submit invoices by these timelines may result in nonpayment. Contractor should submit all invoices to the Project Manager. 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 number of acres and the type of treatment, if any.

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

- i. SAM Registry,
- ii. Proof of a Unique Entity Identifier (UEI) Number,
- iii. Completed and signed Form W9,
- iv. Audited financial statements & Single Audit audit report (nonprofit organizations only).

Please note that payments cannot issue until this 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. The Partner/Contractor and any of our subcontractors, vendors, or business partners shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
- (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 contractors 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) Buy America Provision. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure.
- i. As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.
 - ii. None of the funds provided under this Agreement may be used for a project for infrastructure unless: 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application coatings, occurred in the United States; 2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is *grated* than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and 3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
 - iii. This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before completion of the infrastructure project. Nor does a Buy America preference apply to equipment with furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- (k) 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.

EXHIBIT A

Scope of Work and Project Maps

I. PROJECT SUMMARY:

Pheasants Forever Inc., with the support of the Pennsylvania Game Commission (PGC), is seeking proposals for the preparation, planting, and post-establishment work on 33.07 acres of land at the private property at **411 Gun Club Rd in Kutztown, PA**, located in Berks County, a mile NW of HWY 222, according to the specifications outlined in this document. Services requested include any necessary herbicide to prepare the site for a native planting in the fall of 2025, invasive management 10 feet into the forested edge, and establishment mowing of the site in 2026.

Services shall include, but are not limited to, the furnishing of all materials, labor, equipment, tools, superintendence, miscellaneous items, and performing all work necessary to complete the project to the satisfaction of and subject to the approval of the Pheasants Forever Coordinating Wildlife Biologist.

II. TASKS:

Project Location: 411 Gun Club Rd. Kutztown, PA, 19530

Both stands (33.07 total acres) included in this scope of work have been maintained as a hay field or regularly mowed. The current vegetation is a mixture of non-native cool-season grass and warm season grasses (primarily broomsedge). Johnsongrass and thistle are also present, though in lower numbers. The soil type is dry shale soil, ideal for grassland plantings. The site is sloped, with a slope ranging from 15-25%. The soil types include 48.2% Berks-Bedington complex (silt-loam), 43.7% Berks-Weikert complex (silt-loam), and 8.1% Weikert-Berks complex (silt-loam). The site is well-draining. The stands contain trees and a 10-foot driveway to access the area (see property map). There are a few areas with trees that have invasive shrubs underneath. The site has already been sprayed with glyphosate once, and Japanese stiltgrass, multiflora rose, and Japanese honeysuckle have been treated in the forested edge.

33.07 acres at the property will require the preparation, planting, and follow-up for native meadow establishment, as outlined in this document, between the commencement of this contract and December 31st, 2026 (see acceptable treatment dates in Section III). **All seed mixes will be designed and ordered for the use of the Contractor by Alexa Kennel.***

III. PROJECT STANDARDS:

Stands 1, and 2—Restoration (33.07 acres):

30.93 acres are cool-season grass, and 2.14 acres are the forested edge.

The stands already received one broad-spectrum herbicide treatment in April of 2025. The forested edge will be treated for multiflora rose (*Rosa multiflora*) and Japanese honeysuckle (*Lonicera japonica*) in May or June, and the Japanese stiltgrass (*Microstegium vimineum*) was treated with a pre-emergent herbicide in April.

The grass areas will require **two broad-spectrum herbicide treatments** with glyphosate prior to planting in November. These should occur in the summer once green-up occurs and again at least one week prior to planting.

The access road coming off Gun Club Road onto the property should not be included in the broad-spectrum spray, but the forested area to the west of the driveway should be treated for invasive shrubs, as directed in the following description.

Autumn olive (*Elaeagnus umbellata*) and European bush honeysuckle (*Lonicera periclymenum*) are present along the wooded edge of the site, and beneath some trees within the stands. All larger shrubs should receive a basal bark or cut-stump triclopyr application in the fall of 2025. All smaller shrubs should receive foliar treatment of triclopyr. **This SOW only covers the application of herbicide 10 feet into the forested edge to prevent invasion into the future planting. Woody material does not need to be removed from the site.**

Oriental Bittersweet (*Celastrus orbiculatus*) is present in some areas of the tree line surrounding the stands. Herbicide treatment may be determined by the contractor. It may be necessary to remove some woody material to access the oriental bittersweet, so keep this in mind when bidding. Spot treatments in late summer-fall of 2026 will likely be necessary. Incorporate necessary surfactants as needed.

All herbicides should be applied in accordance with the label and to avoid any rainfall events.

Seed the stands utilizing a Truax or other no-till drill capable of planting native seeds to a depth of ¼ inch in **November of 2025, or once soil temperature is consistently below 50 degrees Fahrenheit**. Oats for a cover crop and the native seed mix will be provided by Pheasants Forever to the selected contractor. Seed will be sent directly to the contractor, as seed cannot safely be stored on site.

In 2026, once 20 inches of growth is reached, mow to no lower than 8 inches at least three times. Mow additionally if needed.

If needed, re-treat forested edge with a pre-emergent herbicide treatment to treat re-emerging Japanese stiltgrass. The ideal treatment time is late February-early March; however, treatment may occur as late as May 2026 if a post-emergent herbicide is included.

Spot treat oriental bittersweet, multiflora rose, autumn olive, and European bush honeysuckle with a foliar application of triclopyr as necessary, in summer or fall of 2026.

***Seed mix design: if the Contractor would prefer to design the seed mix and order it themselves, the cost of the seed and design must be \$500 dollars or less per acre. Contractors may also state preferences and make suggestions, and those can be taken into consideration as the Certified Wildlife Biologist makes and orders the seed mix(es).**

The Contractor may propose their preferred herbicides and rates; however they must be approved in writing by Alexa Kennel prior to use on the property. Note the soil activity of any herbicides that may impact the planting.

If the Contractor determines that planting at a different time may be better, they can state this in the proposal.

IV. TREATMENT EFFICACY:

A. **Herbicide efficacy:** >90% of all invasive vegetation should be treated. The Coordinating Wildlife Biologist will return to the treatment areas after treatment has occurred to assess post-treatment efficacy. Generally, this will occur within two weeks of treatment. If less than 90% of the invasive vegetation has been treated and it is determined to be predominately due to misses and/or faulty application, they request that the Contractor retreat the surviving target species. Include dye in any herbicide treatments.

B. **Seeding:** 50% bare ground should be present prior to seeding if seeds will be broadcasted. If this is not achieved in 2025, seeding should be delayed until spring of 2026, and a cover crop of oats may be used to reduce erosion over the winter. An additional broad-spectrum herbicide application a week prior to planting in the spring will be necessary to terminate the oats.

C. **Mowing:** All vegetation should be mowed to no less than 8 inches within the site. Each mowing will be checked to ensure this is the case.

V. DAMAGES:

A. The Contractor shall exercise care and caution in all operations to minimize damage to all non-target plants within the treatment area.

B. Damage to trails, roads, fences, streams, or utility rights-of-way caused by the Contractor's equipment must be repaired by the Contractor at their expense. General wear and tear to roads, as determined by the Coordinating Wildlife Biologist, is acceptable.

C. Any ruts in the soil deeper than 4 inches must be remedied with the appropriate aggregate and topsoil to ensure an even planting. If deep ruts are forming due to wet ground, the Contractor should return later under more appropriate conditions.

VI. OTHER TERMS:

A. Herbicides:

1. All application mixes and methods (chemicals, rates, boom height, nozzle spacing, nozzle type and volume of water per acre) shall be mutually agreed to in writing by the Project Manager and the Contractor prior to treatment.
2. All post-treatment spray records (chemical, amount, and timing) must be submitted to the Project Manager before payment is accepted.
3. Herbicide recall treatment resulting from misses and faulty application will be at the Contractor's expense. The Contractor will be required to treat, without any additional compensation; areas not treated due to skips, faulty application or equipment limitations that were not immediately readily apparent after initial application. The Project Manager will make this decision within nine months of the initial application and will transmit a final written decision to the Contractor with the exact locations and time frames that these areas must be retreated. Thereafter, the Contractor will be required to complete the retreatment by the date specified in the Project Manager's letter. These areas must be treated as per the original specifications.
4. All herbicide treatments must be according to label specifications. All chemical combinations must be compatible in that they achieve the desired effects and have no undesirable effects. Some required chemicals will have pH requirements, surfactant rate requirements as well as other requirements as described in their label to be effective and efficient. Any decisions must be made with an understanding of previous pesticides used on site within the year.
5. No pesticide drift may occur into any water body, unless using product(s) approved for aquatic use according to the label.
6. Overspray onto non-target vegetation (non-target fields) as well as runoff of the herbicide into the ground or water must not occur.

7. Herbicide may not be applied during wet weather conditions, nor within 3 hours of precipitation.

B. All operations will be in compliance with OSHA and State Safety Standards. The Contractor must utilize appropriate personal protective safety equipment/clothing (per OSHA regulations and herbicide label), which may include, but is not limited to, a hard hat, leg protection, eye protection, ear protection, and hand protection while working in the project areas.

C. Any trash resulting from the Contractor's operations must be removed from the property and properly disposed.

D. The Contractor shall not block any roads or trails in the property during performance of this project.

E. All labor, spraying equipment, seeding equipment, herbicides, personal protective equipment, tools, etc., needed to complete the project are to be provided by the Contractor.

F. All equipment should be cleaned of any vegetative material prior to entry and before leaving the site. All spraying equipment should be properly cleaned before and after use on the site in accordance with environmental requirements.

VII. PRE-WORK SITE INSPECTION:

A. Any questions about the project can be directed to Alexa Kennel, 717-913-2281, akennel@pheasantsforever.org.

B. A site inspection may be requested by the Contractor until this RFQ closes **June xx, 2025**. Note that as this is private property all site visits must be accompanied by Alexa Kennel. Please contact Alexa Kennel to arrange said visit.

C. **Extra consideration will be given to Contractors that visit the site.**

VIII. CONTRACT TERM AND PAYMENTS:

A. The term of this contract shall commence upon the written confirmation to proceed from the Coordinating Wildlife Biologist and terminate after December 31st, 2026. The Contractor shall not sub-contract work unless written approval is given from the Coordinating Wildlife Biologist.

B. Payment will be made on a reimbursement basis upon satisfactory completion of the project as determined by the Coordinating Wildlife Biologist using the guidelines above. Payment will be made for treated acres only.

IX. FUTURE WORK:

Future work will be done on all stands to ensure native establishment and control any invasive species. This may include targeted herbicide applications and/or mechanical removal. Additional scopes of work will be created and proposed to Contractors as necessary. At this time, the same or different Contractors may be selected to complete any necessary work, but additional consideration will be given to the Contractor(s) previously hired.

X. BID REQUIREMENTS:

Submit a bid packet with the following items to be considered in awarding this contract.

- a. A price table similar to the one in the example of Exhibit B, specifically with price/acre included.
- b. Cover page including the details listed in section B. on page 4 of the RFQ.
- c. The RFQ with the following items completed:
 - i. “Contractor’s Quote Summary” section at the bottom of page 1. The pricing must include all materials, equipment, qualified/certified labor, logistics, transportation, and anything else necessary for the successful completion of all the required services listed herein.
 - ii. “Type of organization” box checked in section B on page 4.
 - iii. A brief technical plan or description for accomplishing the work.
 - 1. Include any equipment the Contractor plans to use to complete the objectives.**
 - 2. Include herbicide name, rate, and application method for all planned treatments.**
 - iv. A brief description of prior experience and ability to complete the work described herein, including qualifications and references as appropriate.
 - v. Copies of special licenses or certificates held to apply any of the practices needed for the project.

PROJECT SITE MAP



Purple indicates the areas of grass, yellow is the forested edge, the access road is orange, and the red line is the property line.

EXHIBIT B

BID SHEET

Please list all the services you would like to bid on in an itemized format, as pieces of the scope of work may be awarded to different contractors. If you do not wish to bid on a particular service, do not include it in the quote. This example may not include all planned

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Action:	Stand #(s)	Date:	Total acres	Cost/acre:	Total Cost
2 nd Broad-Spectrum Herbicide Application	All	July-August 2025	30.93 ac	---	---
3 rd Broad-Spectrum Herbicide Application	All	October 2025	30.93 ac	---	---
Treatment of oriental bittersweet, autumn olive, and bush honeysuckle	All	June-October 2025	2.14 ac	---	---
Native planting with a no-till drill	All	November 2025	30.93 ac	---	---
Mowing of stands (2-6 times) to 8 inches	All	June- September 2026	30.93 ac	---	---
Spot Treatment of Japanese stiltgrass	All	February-May 2026	2.14 ac	---	---
Spot treatment of invasive shrubs and vining species	All	June-October 2026	2.14 ac	---	---

Note that while Contractors are not required to bid on all items, the Coordinating Wildlife Biologist intends to hire one Contractor for prep, planting, and invasive treatment. Mowing may be bid out separately.