



SOLICITATION FOR CONTRACTOR SERVICES - Request for Quote.

	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 Quote - Selected Vendors		
Solicitation Opening Date:	5/19/2025		
Due Date:	7/14/2025	<input type="checkbox"/> AM	<input checked="" type="checkbox"/> PM
Expected Award Notice Date:	7/21/2025		
	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:	Memorial Lake State Park-Invasive Removal and Control-Late Summer 2025
Project Location:	18 Boundary Rd, Grantville, PA, 17028
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:	10/31/2025

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: <hr/> Total Contract Price
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:	Chemical invasive treatment
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: 1. Industry experience 2. Qualifications 3. Past work or reputation 4. 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 Scope of Work and Map – Attachment A and Bid Sheet Attachment 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 Site Map

I. PROJECT SUMMARY:

Pheasants Forever, Inc., with the support of the Pennsylvania Game Commission (PGC), is seeking bids for the treatment and removal of invasive native woody species on 12.87 acres of land at Memorial Lake State Park to prepare for the establishment of native meadows. Memorial Lake State Park is located in Lebanon County, Pennsylvania, just north of HWY 81. Services requested include an herbicide application containing triclopyr and glyphosate to be sprayed on stands 1, and 2, an herbicide spray containing triclopyr to be sprayed on stand 0, and the invasive forested edge around stand 1 to be treated. A pre-bid site visit can be requested, and prospective bidders will be given extra consideration if they view the site prior to bidding. All work must be completed no later than October 31st, 2025.

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

II. TASKS:

These areas include three stands that total 12.87 acres in size (See map). Two of the stands (1 and 2) will require a full restoration, as they are primarily invasive species, while stand 0 is a mix of native species and non-native herbaceous and woody species. Stands 1 and 2 have already been treated with one burn-down application of glyphosate in the spring of 2025 and stand 0 has received a pre-emergent treatment for Japanese stiltgrass. All three have been mulched with a forestry mulcher in spring of 2025. Most of the woody material in stand 2 has been fully removed.

Tasks for this SOW include:

- Treat the woody invasives in stand 0 with a triclopyr application once resprouts are actively growing. Woody species are only present on about half of the stand.
- Apply a burn down herbicide application in stands 1 and 2 containing triclopyr and glyphosate once plants are actively growing.
- Treat invasive woody species 10 feet into the forested edge of stand 1.

Project Location: 18 Boundary Rd, Grantville, PA, 17028

12.87 acres at the Memorial Lake State Park property will require chemical treatment as outlined in this document, between the commencement of this contract and October 1st, 2025 (see acceptable treatment dates in Section III).

III. PROJECT REQUIREMENTS:

Stand 0 (5.07 acres)—Enhancement:

Stand 0 contains a previous pollinator planting but is invaded by several woody and herbaceous invasive species.

Parts of the stand (~3 acres) containing invasive and other unwanted woody species (maple, red cedar) should receive an herbicide application containing triclopyr no later than October 1st, 2025. Care should be taken to avoid damaging native forbs and grasses.

Stands 1 (6.12 acres) and 2 (1.68 acres)—Restoration:

A burn-down application of an herbicide containing triclopyr and glyphosate should be utilized to kill any emerging vegetation, prior to October 1st, 2025.

Stand 1 is surrounded by wooded areas containing invasive woody species, such as autumn olive, European bush honeysuckle, and multiflora rose. Treat the invasive species 10 feet into the forested edge surrounding the stand, with basal bark, cut stump, or foliar treatment as appropriate prior to October 1st, 2025. **Woody material may remain on site.**

The Contractor may propose alternative herbicides, rates, and timing; however, they must be approved in writing by the Coordinating Wildlife Biologist prior to use on the property.

IV. PROJECT TIMELINE:

- A. All treatment must occur during the months outlined in the contract requirements. If given sufficient reasoning (i.e. weather conditions) treatments may occur outside the treatment times but must be approved in writing by Coordinating Wildlife Biologist.
- B. Treatment must be completed by October 1st, 2025.
- C. Work can begin once the contract is fully executed.

V. QUALITY CONTROL:

- A. The Contractor will notify the Project Manager a minimum of 24 hours prior to beginning any on-site work, and within 24 hours following final completion of each onsite visit to this property under this contract. Payment will not be made for work that occurs without proper notice and authorization.

- B. A PF representative may be on site at any time to monitor progress.
- C. Upon completion of the work, the PF representative will evaluate and determine if the work performed is acceptable before invoices for the task will be accepted. Any work not meeting agreed upon standards and specifications must be corrected by the Contractor at Contractor's expense.
- D. The Contractor will keep the PF representative informed of any real or anticipated problems as they arise.
- E. The Contractor is required to submit an itemized receipt with a brief description of work completed for each item to the Project Manager by email.

VI. 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.

VII. 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.

VIII. 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.
 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.

IX. PRE-WORK SITE INSPECTION:

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

B. Work will likely commence in **August of 2025**. A site inspection may be requested by the Contractor until the due date of the RFQ at the end of **July of 2025**. As this is public property, Alexa Kennel does not need to be present but may attend if able. Please contact Alexa Kennel to arrange said visit, so she may inform Memorial Lake staff.

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

X. 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 **October 1st, 2025**. 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.

XI. FUTURE WORK:

After the herbicide application, a burn will occur in fall of 2025 to remove any herbaceous/woody material. Future work will be done on all stands 1 and 2 to prepare them for a native planting in the fall of 2026 and control any invasive species. Additional invasive management in stand 0 will also be necessary, and bare spots may require replanting. This will 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.

XII. BID REQUIREMENTS:

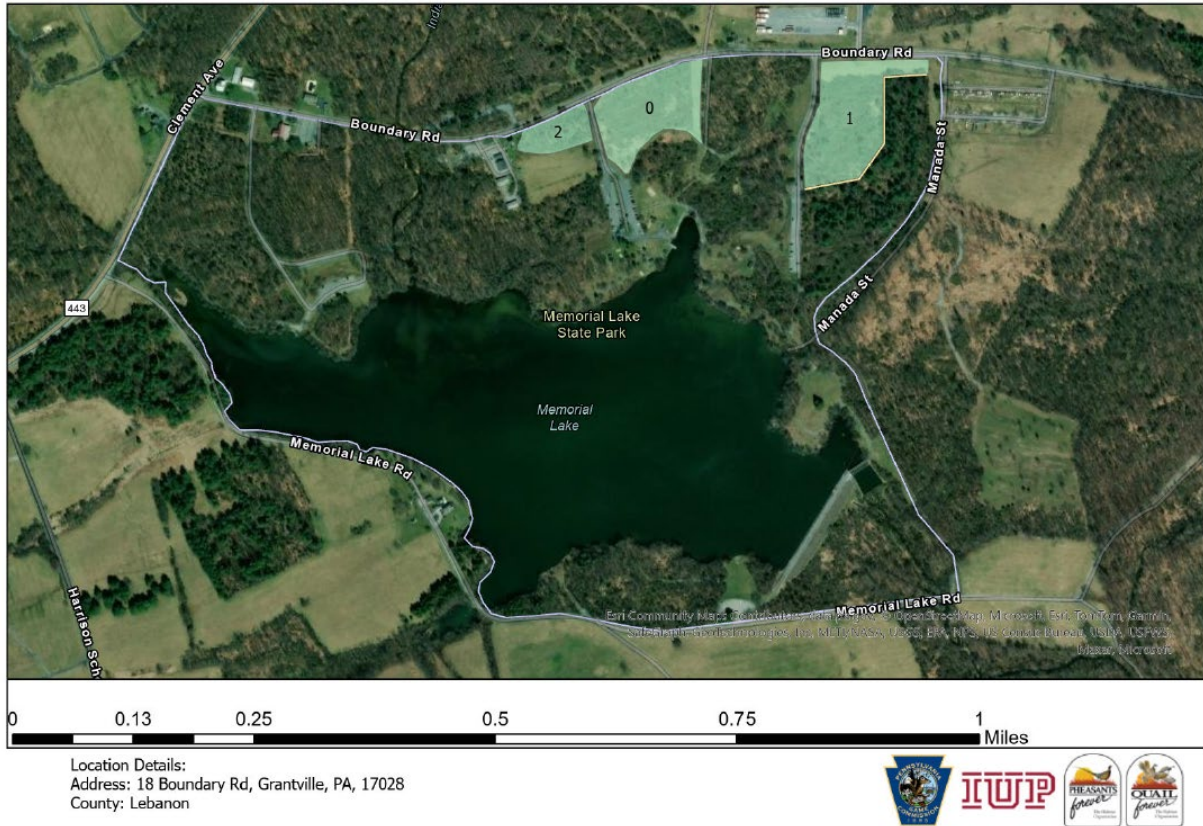
Submit a bid packet with the following items to be considered in awarding this contract.

- 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. Include any equipment the Contractor plans to use to complete the objectives.
 - 1. 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

Memorial Lake State Park

Biologist Name: Alexa Kennel
Date: 12/9/2024



Mulched areas are shown in green, forested edge is yellow, and property line is violet.

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, leave that box blank. See example below:

Action:	Stand #(s)	Date:	Total acres	Cost/acre:	Total Cost
Triclopyr Treatment	0	August-October	~3 ac	---	---
Glyphosate and triclopyr Treatment	1 and 2	August-October	7.8 ac	---	---
Treatment of invasive species in the edge of stand 1	1	August-October	0.26 ac	---	---