



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:	Tyler Zimmerman	Eric Sterner
Title:	Wetland Restoration Specialist	Grant and Contract Specialist
Street Address:	18965 County Highway 82	1783 Buerkle Circle
City State Zip:	Fergus Falls, MN 56537	St. Paul, MN 55110
Telephone:	218-849-7719	(651) 209-4993
Fax:	N/A	651-773-5500
E-mail:	tzimmerman@pheasantsforever.org	estern@pheasantsforever.org

SOLICITATION DETAILS	
Type of Solicitation:	Request for Quote - Selected Vendors
Solicitation Opening Date:	2/26/2024
Due Date:	3/15/2024 11:59 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Expected Award Notice Date:	3/18/2024
	LATE RESPONSES WILL NOT BE CONSIDERED
	PF requests your quote remain valid for 90 days
<input checked="" type="checkbox"/> PF intends to make a single award to one contractor <input type="checkbox"/> PF intends to make multiple awards to multiple contractors	

PROJECT DETAILS	
Project Name:	Rushfeldt WPA (North), Fence Install
Project Location:	Clay County, MN
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:	9/1/2025

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 style="width: 80%; margin: auto;"/> Total Contract Price
SIGNATURE:	DATE:
<i>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.</i>	

SCOPE OF WORK & SERVICES

Type of Services:	Fence install according to specifications described in Exhibit A
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: Exhibit A- Statement of work Exhibit B- Bid Sheet Exhibit C- Project Maps
Reports Required:	Certification of completion from project manager prior to payment
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: Shawn May Title: USFWS - Partners for Fish and Wildlife Biologist Address: 1732 North Tower Road, Detroit Lakes, MN 56501 Phone: (218) 844-3409 E-mail: shawn_may@fws.gov Fax:
Factors Considered in awarding the contract(s):	Example: 1. Price 2. Time Frame of Completion 3. Experience 4. Equipment
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
\$1,000,000 per occurrence / \$2,000,000 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

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.

*Attach Additional Sheets if Necessary
(List all attachments above along with any Plans, Maps or additional Documents)*

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. 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. DUNS Number,
- ii. SAM Registry,
- 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. CCOUNTS, 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) **Invasive Species Prevention.** As applicable, Partner/Contractor, when conducting habitat restoration and enhancements on MN DNR lands and prairie restorations on MN state lands, or on any lands using MN state

funds, will follow prevent invasive species from entering into, or spreading, within a project site by cleaning equipment prior to arriving at the project site. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds), or animals, it shall be cleaned by Partner/Contractor furnished tools or equipment (brush/broom, compressed air, or pressure washer) at the staging area. The Partner/Contractor shall dispose of material cleaned from equipment and clothing at a location determined by the PF Project Manager. If the material cannot be disposed of onsite, secured material prior to transport (sealed container, covered truck, or wrap with a tarp) and legally disposed of offsite. If applicable, the Partner/Contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. Zebra mussels) prior to being used in non-infested waters. All equipment and clothing, including, but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that come in contact with any infested waters must be thoroughly decontaminated.

- i. **Terrestrial Site Guidelines:** Where there are multiple sites and at least one contains invasive species, the Partner/Contractor will start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Partner/Contractor shall make every effort to schedule operations and site visits to avoid the spread of weed seed. When planning to travel between multiple sites in one day, the Partner/Contractor shall submit the last site visited and the schedule to the PF Project Manager for review and either acceptance or rejection. If the project is inactive for longer than one month of the growing season, the Partner/Contractor shall close, obstruct, or gate all access routes, when directed by the PF Project Manager, until the project resumes. If the PF Project Manager, Partner/Contractor discovers additional invasive species infestation areas during the project, the Partner/Contractor is to report the newly discovered infested areas to the PF Project Manager. Upon completion of the project, the Partner/Contractor will close, obstruct, or gate all temporary access routes as directed by the PF Project Manager.
- ii. **Aquatic Site Guidelines:** The Partner/Contractor shall prevent invasive species from entering onto or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site. Known infested waters can be found on the DNR Infested Waters List (<https://www.dnr.state.mn.us/invasives/ais/infested.html>). The Partner/Contractor will use the following inspection and removal procedures for decontamination prior to entering and when leaving the water body: 1) prior to leaving the water body, drain all water from equipment, boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other areas where water may be trapped or contained and immediately after leaving the water body, drain water from transom wells onto dry land; 2) inspect boat hulls, propellers, trailers, and other surfaces, scrape off any attached mussels, remove any aquatic plant material (fragments, stems, leaves, or roots) and dispose of removed mussels and plants in a garbage can prior to transporting any equipment on public roads; 3) flush boats (inside and outside) and all other equipment with hot water of 105 – 110 degrees Fahrenheit for a period of 30 minutes or 140 degrees Fahrenheit for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a location so that it dries completely for a minimum of at least 5 consecutive full days and a car wash can be used for cleaning; 4) if equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds), or animals, it shall be cleaned by Partner/Contractor furnished tools or equipment (brush/broom, compressed air, or pressure washer) at the staging area; 5) the Partner/Contractor shall dispose of material cleaned from equipment and clothing at a location determined by the PF Project Manager, or their representative, and if the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite; 6) before reuse, aquatic equipment used in invertebrate infested waters shall be dried, rinsed with hot water, or power washed to remove invertebrates; and 7) aquatic equipment used in pathogen infested water(s) shall be disinfected, according to Appendix A, immediately after exiting water.

(h) Pollinator Best Management Practices. As applicable, the Partner/Contractor, when conducting habitat restoration and enhancements on MN DNR lands, prairie restorations on MN state lands, or on any lands using MN state funds, will follow pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, Section 84.973, found at <https://www.revisor.mn.gov/statutes/?id=84.973>. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

- i. **Habitat Restoration Guidelines:** The Partner/Contractor will 1) place pollinator habitat enhancement plantings on soil free of persistent pesticides harmful to pollinators, 2) pay attention to past and present insecticide use on and adjacent to the site so that appropriate mitigation can be applied; 3) emphasize pollinator planting efforts away from adjoining lands where there is potential for pesticide drift harmful to pollinators; 4) avoid clearing or burning fallen or dead trees when consistent with other objectives, as they contain potential nesting sites; 5) species selection should be guided by knowledge of the expected native plant communities on the site and any natural resource surveys (plants, invertebrates, soils, hydrology) that might inform the restoration effort; 6) refer to the pollinator tables (http://files.dnr.state.mn.us/natural_resources/npc/pollinator_booklet_single.pdf) for specific host species; 7) include a diverse mix of native flowers to attract a broad range of pollinators; 8) strive for at least three different pollinator supporting species within each of the three blooming periods (early, mid, or late season); 9) plant some native bunch grasses (such as little bluestem); 10) plant selection should include plant species that support endangered, threatened, special concern or rare-pollinating species; and 11) avoid plant materials with seed, plant, or soil sources that have been treated with neonicotinoid insecticides.
- ii. **Stream Bank Shoreline Guidelines:** The Partner/Contractor 1) can use plants attractive to pollinators along waterways, but the planting should not interfere with the hydraulic function of the waterway and the primary objective of stabilizing the bank against erosion; 2) will increase the diversity and number of flowering plants growing on a site and add nesting habitat to enhance habitat for native bee communities; 3) will consider pollinator needs when choosing trees for riparian forest buffers (for example, willow, dogwood, and goldenrod); 4) can use seed mixes that include legumes or other forbs that provide pollen and nectar for native bees and these sites may be able to support flowering forbs with higher water requirements and provide bloom later in the summer; 5) will consult the native plant community pollinator tables (http://files.dnr.state.mn.us/natural_resources/npc/pollinator_booklet_single.pdf) for specific species; 6) will maximize plan diversity along riparian corridors that will result in more pollinators and other terrestrial insects that act as forage for fish.
- iii. **Prescribed Disturbance- Fire/Mowing/Haying:** The Partner/Contractor will 1) ensure that all known locations of rare insects are not disturbed in the same year; 2) avoid impacting more than half to two-thirds of the habitat type in the same year; 3) allow 3 to 10 years rest between disturbances to provide recovery time for pollinator populations; 4) vary the season when disturbances are conducted to prevent repeated impacts to the same species in the same location; 5) when selecting refugia for pollinators, consider: i) if there are plant species that are known overwintering or egg-laying sites, include areas with these species within the refugia; ii) within a management unit, ensure that refugia occur within the unit's variety of "habitat types;" iii) when managing remnant habitats, ensure that at least a third remains unburned for two consecutive years at all time; iv) when management units include both remnant and restored habitats, ensure that refugia are created in both; 6) subdivide the unit into at least two units and burn, or mow, or hay the areas several weeks apart so the whole unit isn't affected at once, if disturbance to the entire area is necessary to meet other management goals; 7) target undesirable patches, leaving the rest of the habitat intact when controlling invasive species or encroachment of wood species; 8) mow as high as possible to still meet the management goals in order to make the most of nesting or overwintering habitat left on site.
- iv. **Invasive Species Control:** The Partner/Contractor will 1) control invasive plant species, even if they serve as a pollen or nectar source; 2) avoid neonicotinoid insecticides; 3) select spot treatments over broadcast applications; 3) choose bio-control over pesticides, if available; 4) select insecticides and herbicides to be the most target-specific and apply on the smallest area practical to meet management objectives; 5) ensure that crews recognize target species; 6) spray in early morning or evening when bees and other pollinators are less active; 7) avoid pesticide application if wind speeds exceed 10 mph; 8) eliminate outlying populations of invasive species first and then work towards the center of the infestation; and 9) monitor pesticides for dispersal by drift, erosion, or runoff.
- v. **Conservation Grazing:** The Partner/Contractor will 1) limit the duration and intensity of grazing on sites so that residual cover is left after the livestock are removed, in consistent with key management objectives; 2) on larger units, set-up grazing paddocks or regimes to rotate grazers within the site and allow for retention of some nectar and host plants, and alter the grazing cycle so any site is not grazed during the same time each year; 3) monitor grazing to create a range of habitat structures (height of

plants) to create diversity; 4) leave one-third to half of the important habitats ungrazed where heavier grazing of a site is called for; 5) manage grazing so that the more sensitive plant species that are prairie components do not decline; 6) use the list of acceptable products and practices for insecticides used for parasite control in cattle found on the MN DNR Pollinator Resource Page: https://www.dnr.state.mn.us/pollinator_resources/index.html.

- vi. **Forest Management Activities Best Management Practices:** The Partner/Contractor will 1) avoid broadcast spraying of pesticides when other effective means of control are available and are encouraged to use spot treatments; 2) select areas to include as many plants as possible that produce pollen and nectar when managing for legacy elements (patches within a treatment area that retain native plant community representation); 3) minimize impact to spring ephemerals; 4) maintain a variety of plant communities and conditions across the landscape; 5) retain standing dead and downed dead logs where possible to serve as nesting habitat for bees, as well as feeding habitat for beetle and hoverfly pollinators whose larvae are saproxylic; 6) design forest management activities to protect soil (and thereby protect underground plant structures that serve to regenerate flowering plants and protect ground nesting pollinators from impact); 7) consider floral resources for added spring and early summer blooming resources when planting trees or shrubs (for example, American basswood, serviceberry, and willow where ecologically appropriate).
- (i) **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.
- (j) **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.
- (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.

Appendix A. Fish Pathogen Disinfectants

Procedures

- The outside and inside of the boat, trailer, live wells, bilges, and pumps should be sprayed with the disinfection solution and left wet for the appropriate contact time. The inside of live wells, bilges and pumps should be made to contact the solution for the appropriate contact time as well. Run pumps so they take in some of the disinfection solution and make sure that the solution comes in contact with all parts of the pump and hose. The boat, trailer, bilges, live well, and pumps should be rinsed with clean water or water from the next water body after the appropriate contact time.
- For outboard motors, rig up a short (6 foot) piece of garden hose to lower unit muff. A pail of the disinfectant can be set in the back of the boat and gravity fed to the lower unit to run the disinfectant through the motor. Allow solution to remain in motor for the appropriate contact time. The hose will need to be primed to start the gravity flow because the lower unit does not create enough suction to prime the hose. A non-corrosive (Virkon – S or Peroxigard/Accel) should be used to protect the impeller.

Safety is paramount when using disinfectants. Be sure to follow safety precautions on the product label and wear appropriate safety equipment such as eye protection, gloves, and a dust mask or respirator and chemical suits as required. When mixing any of these chemicals, wear eye protection, gloves, and a dust mask if it is a powder.

Chemical	Concentration	Contact Time	Safety precautions
Chlorine	200 ppm 1000 ppm	10 min 30 sec to 1 min.	Wear eye protection, rain gear, gloves if spraying. Stay upwind of the spray. Will break down in sunlight and when in contact with organic material. Is corrosive to metal and rubber. Is toxic to fish at these concentrations so rinse well after disinfection or neutralize with sodium thiosulfate*.
Virkon Aquatic	1:100 10,000 ppm 1:200 5,000 ppm	On contact to 1 min 10 minutes	This is a new disinfectant in the peroxygen (hydrogen peroxide) family. It is a powder. It is 99.9% biodegradable and breaks down to water and oxygen. It is not corrosive at the working dilution. Wear eye protection, rain gear and gloves if spraying. Stay upwind of spray.
3.5% Free Iodine	1:20,000 or 50 ppm	30 sec. to 1 min.	Wear eye protection and rubber gloves when handling the concentrate. Wash with soap and water if concentrate gets onto skin. If concentrate gets into eyes, flush with plenty of water and call a physician. This stable, non-flammable liquid is 100% soluble in water and requires no special respiratory protection other than normal ventilation. Very safe product to use.
Quaternary Ammonia	1:833 or 1200 ppm	30 sec. to 1 min.	Wear eye protection and rubber gloves when handling the concentrate. Wash with soap and water if concentrate gets onto skin. If concentrate gets into eyes, flush with plenty of water and call a physician. This is a stable compound readily soluble in water. Vapors of ethanol can be flammable. Product residue can ignite explosively. Prior to use, eliminate ignition sources. Following use, rinse with water. Wear a respirator when normal ventilation is unsatisfactory.

* For neutralizing chlorine or iodine, spray sodium thiosulfate in an 800-ppm solution (3 grams per gallon of water) on all surfaces after the disinfection period is over. Rinse with water from the next lake to remove any remaining sodium thiosulfate.

** It is wise to have all four of these disinfectants available for use and to use them rotationally so as to minimize the chances of producing resistant bacteria, viruses and parasites.