



SOLICITATION FOR CONTRACTOR SERVICES - Request for Proposal.

	Submit Proposals To: PHEASANTS FOREVER, INC.	
	c/o Project Officer	PF Inc. Contract Officer:
PF's Authorized Agent:	Josh Pommier	Eric Sterner
Title:	Private Lands Manager – MN	Grants & Contracts Specialist
Street Address:	71215 CSAH 21	1783 Buerkle Circle
City State Zip:	Dassel, MN 55325	St. Paul, MN 55110
Telephone:	(320) 292-5860	(651) 209-4993
Fax:	n/a	(651) 773-5500
E-mail:	jpommier@pheasantsforever.org	esterner@pheasantsforever.org

SOLICITATION DETAILS	
Type of Solicitation:	Request for Proposal - Full & Open Competition
Solicitation Opening Date:	12/20/2023
Due Date:	2/21/2024 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Expected Award Notice Date:	3/8/2024
	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	
<i>Your submission of a signed proposal indicates your offer and your willingness to enter into this contract. 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>	

PROJECT DETAILS	
Project Name:	Conservation Cooperative for Working Lands Program
Statement of Work:	See detailed Statement of Work below.
Work cannot start prior to:	Receipt of PF's written Notice of Acceptance
Contract Start Date:	4/1/2024
Contract End Date:	6/30/2025
Location of Work:	Statewide

SOIL AND WATER CONSERVATION DISTRICT'S "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: Enter your total request amount here <hr/> Choose an item.
SIGNATURE: Sign here .	

	<ul style="list-style-type: none"> i. Proof of general or professional liability insurance coverage (such as a Declarations Sheet or certificate) which shows: carrier, policy number, limits of coverage per occurrence and in the aggregate, term of policy, deductible, etc. <ul style="list-style-type: none"> 4. If Contractor receives a cancellation notice from an insurance carrier providing coverage for activities in this agreement, Contractor agrees to notify PF within five (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 maintain adequate insurance will not relieve Contractor of their liability or duty to indemnify PF.
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SCOPE OF WORK & SERVICES (cont.)

General Information

As a MN Soil and Water Conservation District (SWCD), you are invited to submit a proposal for funding under the Conservation Cooperative for Working Lands project (as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR) and funded through the Environment and Natural Resources Trust Fund (ENRTF)). The purpose of this project is to expand technical expertise for working lands programs available to landowners. SWCDs may choose to realign existing staff priorities to focus on working lands programs and/or secure new staff. Up to \$30,000 per agreement is currently available until June 30, 2025, throughout MN. Proposals may receive partial funding based on eligibility or availability of funds.

Grant Execution

Successful respondents will be required to submit a list of deliverables and hours to Pheasants Forever on a quarterly basis in the form of an Excel spreadsheet. A sample list of deliverables are; site visits, completed conservation plans, and unique landowner contacts. These deliverables should be related to CRP, RIM, EQIP, CSP, Ag Water Quality, DNR’s Native Prairie Bank, Walk-in-Access, and other programs promoting wildlife habitat.

Project Period

The project period starts when the grant agreement is executed, meaning all required signatures have been obtained. Work that occurs before this date is not eligible for reimbursement with grant funds unless the terms of the grant agreement list a retroactive effective date. All grants must be completed by June 30, 2025.

Payment Schedule

- This program operates on a quarterly reimbursement basis for actual hours worked under the agreement. All grantees are required to report quarterly on the outcomes, activities, and accomplishments via an invoice to receive reimbursement.
- These grant funds will cover up to 100% of the employee's billable rate(s), not to exceed the wage, benefits, and leave rate or the calculated grant maximum based upon amount requested and available funds. ENRTF funding cannot be used to pay for space and other associated overhead costs; therefore, billing rates charged to these grants may only include the employee's base hourly rate, plus benefits and leave.
- Conservation Cooperative for Working Lands grants can only be used for the increasing enrollment in farm bill related programs and technical assistance for wildlife habitat programs. Time and activities for Buffer Law, WCA, other compliance related programs, or revenue generating programs is not eligible.

Project Reporting Requirements

- All grantees are required to report on the outcomes, activities, and accomplishments of Conservation Cooperative for Working Lands grants on a quarterly basis submitted to Pheasants Forever. The procedures and templates for accomplishments reporting will be provided by PF.
- PF Conservation Cooperative for Working Lands Program funds will be administered via a standard grant agreement. PF will use grant agreements as contracts for assurance of deliverables and compliance with appropriate statutes, rules, and established policies. Willful or negligent disregard of relevant statutes, rules and policies may lead to imposition of financial penalties on the grant recipient.

Submittal

To submit a response, complete the Conservation Cooperation for Working Lands Program RFP and SWCD Response form in the appendix and email the completed form to Josh Pommier, MN Private Lands Manager, at jpommier@pheasantsforever.org by February 21, 2024.

Evaluation and Selection

All complete proposals submitted will be reviewed by PF and BWSR staff. The successful respondents will be selected by PF and BWSR based on:

1. Responses to the questions on the Conservation Cooperation for Working Lands Program response form found at the end of this document. Failure to provide a completed form that addresses each of the elements will be considered an incomplete proposal:
 - a. Will this money fund a new position or existing? Note: these funds can't be used to cover match amounts of Pheasants Forever Farm Bill Biologists.

- b. Will the Conservation Cooperation for Working Lands Program grant fund parts of more than one position? If so, explain how time will be allocated and funds utilized.
- c. Does your SWCD currently have access to a NRCS computer seat? If no, do you need an NRCS computer seat and is there office space to support the computer seat?
- d. Does your SWCD currently have Job Approval Authority for practices utilized in your office? If yes, which practices? If no, explain the status of gaining Job Approval Authority.
- e. What are your goals for the Conservation Cooperation for Working Lands? (e.g., landowner contacts, conservation plans, acres impacted). Please use numbers for the goals, and a description to sell your proposal to the review panel?
- f. What is the dollar amount you are requesting? What is your billable rate(s)? Approximately what percentage of a FTE will this money fund?
- g. What other programs will this position work on when not working on this grant?

Timeline

- December 20, 2023 – Proposal period begins
- February 21, 2024 – Proposal deadline
- March 8, 2024 – Notification of acceptance/denial
- April 1, 2024 – Grant agreement period begins
- June 30, 2025 – Grant period ends

Questions

For more information concerning the request for proposal, contact PF's MN Private Lands Manager: Josh Pommier, jpommier@pheasantsforever.org.

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 proposals and award the contract(s) without discussions with contractor (except for clarification purposes). Therefore, the contractors initial quote should contain all relevant information and costs.

4. Payments & Compensation.

Invoices and any supporting documentation should be submitted to the Project Officer. Payment will be made to Contractor only after receipt of an approved, itemized invoice that details each of the deliverables and hours worked.

- 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 quarterly. Invoices must be submitted quarterly. Contractor should submit all invoices to the Project Officer. Once Pheasants Forever receives an approved invoice from the Project Officer, payments will generally issue within 45 days.
- c. Documentation. Invoices must be itemized and include a brief description of services provided including the deliverable and hours worked on those deliverables. PF will provide a template
- d. Compensation. In consideration for performing work and providing services, PF agrees to pay:
 - i. Contractor's hourly billable rate;

5. Preliminary Requirements.

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

- i. Unique Entity ID (assigned by SAM)
- ii. Current SAM Registration

- iii. Completed and signed Form W-9
- iv. Audited financial statements and A-133 audit report (nonprofit organizations only).

Please note that payments cannot be issued 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 Officer 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.

NOTE: The STANDARD COMPLIANCE TERMS attachment should be attached to this document. Contact the Project Officer or Contract Officer listed above if the attachment is not included.

Exhibit A - SWCD Response Form – is a separate document.

STANDARD COMPLIANCE TERMS

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 administrative requirements cited in OMB Circulars and Federal Acquisition Regulations, as applicable, are incorporated by reference herein.

II. REQUIRED ASSURANCES & CERTIFICATIONS

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

- (a) Debarment and Suspension.** Partner/Contractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for department or declared ineligible for participation in Federal grants or contracts, in accordance with OMB guidelines. The Partner/Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Partner/Contractor shall immediately notify the Contracting Officer if, during the term of this contract, Partner/Contractor becomes debarred. Pheasants Forever, Inc. may immediately terminate this contract by providing Partner/Contractor written notice if Partner/Contractor becomes debarred during the term of this contract.
- (b) Certification of Drug-Free Workplace.** Partner/Contractor certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988.
- (c) Certification of Equal Employment Opportunity.** Partner/Contractor certifies that it has implemented appropriate policy in accordance with State and Federal equal opportunity employment laws.
- (d) Copeland "Anti-Kickback" Act.** For contracts in excess of \$2000 for construction or repair of public work, Partner/Contractor certifies compliance with the Copeland Act.
- (e) Certification Regarding Lobbying.** Partner/Contractor certifies to the best of its knowledge and belief that no federal funds have been paid or will be paid, by or on behalf of Partner/Contractor, to any person for influencing or attempting to influence a federal officer or employee of any agency in connection with the awarding of any Federal Award.
- (f) Clean Air Act and Water Pollution Control Act**
If the contract exceeds \$100,000, then Partner/Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- (g) E-VERIFY.** Partner/Contractor hereby certifies that it has used E-VERIFY to verify the employment eligibility of **all** employees working for Partner/Contractor. Individuals who are self-employed are exempt from E-Verify but must comply with related State statutes or regulations. Partner/Contractor understands and agrees that lawful presence

in the United States is required by State and Federal law for employment under this Agreement and the Partner/Contractor may be disqualified or the contract terminated if lawful presence cannot be verified.

- (h) **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.
- (i) **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(s) 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.