



## SOLICITATION FOR CONTRACTOR SERVICES - Request for Proposal.

	<b>Submit Proposals To:</b> PHEASANTS FOREVER, INC.	
	PF Inc. Contract Officer:	c/o Project Manager
<b>PF's Authorized Agent:</b>	Sarah Marquart	David Naugle
<b>Title:</b>	Contract Specialist	WLFW Science Advisor, University of Montana
<b>Street Address:</b>	1783 Buerkle Circle	
<b>City State Zip:</b>	St. Paul, MN 55110	
<b>Telephone:</b>	651-209-4920	406-240-0113
<b>Fax:</b>	651-773-5500	
<b>E-mail:</b>	smarquart@pheasantsforever.org	david.naugle@umontana.edu

### SOLICITATION DETAILS

<b>Type of Solicitation:</b>	Request for Proposal - Full & Open Competition
<b>Solicitation Opening Date:</b>	10/23/2020
<b>Due Date:</b>	12/4/2020 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Expected Award Notice Date:</b>	12/16/2020
	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

<b>Project Name:</b>	Director of Agricultural Communications
<b>Project Location:</b>	N/A - Remotely
<b>Statement of Work:</b>	See detailed Statement of Work below.
<b>Work cannot start prior to:</b>	Receipt of PF's written Notice of Acceptance
<b>Work completion Date:</b>	12/15/2021 <i>*Contract may be renewed annually for up to 5 years based on satisfactory annual performance.</i>

### 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.	<b>TOTAL QUOTE / BID:</b>  <hr/> <b>Total Contract Price</b> <i>*Monthly rate for a full-time position</i>
<b>SIGNATURE:</b>	<b>DATE:</b>
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

<b>Type of Services:</b>	Create and implement a communications strategy for “Working Lands for Wildlife” (WLFW) initiatives. Develop and oversee targeted communications plans for each regional initiative, as well as consistent messages for the broader western WLFW effort, geared specifically to engaging agricultural audiences.
<b>Licenses Required:</b>	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>
<b>Plans, Maps, or Documents Incorporated into this Solicitation:</b>	The following are attached and incorporated into this Solicitation:  N/A
<b>Reports Required:</b>	The Contractor must submit annual written progress reports to the PF Inc. Contract Officer on or before the August 15 <sup>th</sup> each year.  Each report must cover <ol style="list-style-type: none"> <li>1) A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the cost per unit output.</li> <li>2) The reasons why goals and objectives were not met, if appropriate.</li> <li>3) Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.</li> </ol> <p>A final report summarizing all work completed is due on the Work Completion Date.</p>
<b>Questions:</b>	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.
<b>Site Inspection:</b>	<input checked="" type="checkbox"/> There are no site inspections for this project. <input type="checkbox"/> Contact the following person to schedule a site examination:
<b>Factors Considered in awarding the contract(s):</b>	<ol style="list-style-type: none"> <li>1. Demonstrated effectiveness in delivering agricultural communications</li> <li>2. Excellence in creating and implementing a communications strategy</li> <li>3. Experience in managing contracted staff that help implement the communications strategy</li> <li>4. Proven abilities to deliver communications on written, digital, and social media platforms</li> <li>5. Price</li> <li>6. References, along with examples of applicant’s written communications strategies, authorized websites, and digital and social media</li> </ol>
<b>Insurance Requirements:</b>	<p>In addition to the applicable provisions under the Additional Contract Terms section below, the following insurance requirements also apply:</p> <ol style="list-style-type: none"> <li>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</li> </ol>

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

### DIRECTOR OF AGRICULTURAL COMMUNICATIONS

**Overview:** Pheasants Forever, Inc., seeks a highly motivated, passionate and team-oriented individual to share our ongoing story of wildlife conservation through sustainable agriculture. The Director of Agricultural Communications will work jointly with Pheasants Forever, USDA's Natural Resources Conservation Service (NRCS), and other partners to create and implement a communications strategy for "[Working Lands For Wildlife](#)" (WLFW) initiatives that conserve grazing lands in the western U.S. These WLFW include voluntary, strategic, landscape-scale conservation practices on private lands in the prairie grasslands, the sagebrush-steppe, and the desert Southwest. The Director will develop and oversee targeted communications plans for each regional initiative, as well as consistent messages for the broader western WLFW effort, geared specifically to engaging agricultural audiences. Director will be able to work remotely as an independent contractor of Pheasants Forever, with daily instruction and leadership provided by NRCS' Western WLFW Lead. Successful applicant will supervise two part-time WLFW communications specialists as well as as-needed communications contractors, and work collaboratively with WLFW's national, state, and field-based NRCS staff, partner organizations' staff, and scientists. Successful applicant will work from home with some travel (~20% after COVID subsidies).

#### Qualifications:

- 5+ years of experience in communications; agricultural communications background preferred
- B.S. or B.A. degree (M.S. degree preferred) in communications or related field
- Working knowledge of agriculture and rural ways of life, especially in the Great Plains of the central U.S.
- Demonstrated excellence in envisioning, writing, and implementing comprehensive communications strategies
- Innovative and proactive leadership in communications
- Strong communications skills; ability to meet deadlines while managing multiple projects
- Proven ability in digital and social media; fluency in contemporary software tools
- Adept in website content management; skilled in Google Analytics, SEO, or equivalent
- Experience making media pitches and working with influencers
- Ability to manage and account for a communications budget
- Graphic design experience welcome, but not required

#### Job Responsibilities:

- Develop and implement a communications plan with short-, medium-, and long-term objectives for traditional media and a variety of digital platforms
- Coordinate with NRCS Communications Staff in Washington, D.C., and with Public Affairs Specialists in western states to create content and amplify messages
- Manage the Western WLFW communications team; includes supervising two, half-time positions and approved contractors
- Work with current staff to increase website and social media engagement through regular content updates, and monitoring site analytics
- Increase earned media; vet and handle media inquiries and interviews with Working Lands core team
- Cultivate stories, messages, relationships, and strategies that position NRCS as a thought-leader in grassland and sagebrush conservation
- Craft and place appropriate stories by and about the WLFW approach, showcasing work with agricultural producers and partners
- Supervise staff that directs relationships with external vendors including writers, web developers and designers

**How to Apply:** If you would like to work remotely with our productive team in a fast-paced environment, complete and sign the "Contractor's Quote Summary" section of this RFP, submit your letter of interest, resume, and writing samples to Sarah Marquart at [smarquart@pheasantsforever.org](mailto:smarquart@pheasantsforever.org). Application reviews begin December 5, 2020.

**About Working Lands for Wildlife:** Through Working Lands for Wildlife, the USDA Natural Resources Conservation Service uses a win-win conservation approach that improves the productivity of grazing lands and the wildlife these lands support. NRCS provides Farm Bill-funded technical and financial assistance to private landowners who voluntarily improve their grazing lands. In the western U.S., Working Lands for Wildlife has helped producers conserve more than 9.1 million acres of grazing lands for focal species like sage grouse, lesser prairie-chicken and southwestern willow flycatchers in three landscapes: the sagebrush-steppe, central grasslands, and Southwest deserts. Working Lands for Wildlife is focused on expanding our reach by launching the new Great Plains Grasslands Strategy in FY2021.

To learn more visit our websites at [Working Lands for Wildlife](#), [Sage Grouse Initiative](#), [Lesser Prairie-Chicken Initiative](#) & [Southwestern Willow Flycatcher](#).

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 Contract Specialist 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. 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

### I. ACCOUNTS, AUDITS AND RECORDS

- (a) Records Maintenance. Partner/Contractor agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records will be maintained for a minimum period of three years after the final report is submitted.
- (b) Inspection. The books and accounts, documents, files and other records of Partner/Contractor directly pertaining to this Agreement, will at all times be available for examination, excerpt, transcription or audit by PF and/or the United States Government and its authorized representatives to determine the proper application and use of all funds paid to Partner/Contractor.
- (c) Disallowance. Partner/Contractor shall be responsible for reimbursing PF or the U.S. Government for a sum of money equivalent to the amount of any expenditure that may be disallowed related to the work or service Partner/Contractor has performed.
- (d) Administrative Requirements. The administration requirements cited in OMB Circulars and Federal Acquisition Regulations, as applicable, are incorporated by reference herein.

### II. REQUIRED ASSURANCES & CERTIFICATIONS

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

- (a) Debarment and Suspension. Partner/Contractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for department or declared ineligible for participation in Federal grants or contracts, in accordance with OMB guidelines. The Partner/Contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The Partner/Contractor shall immediately notify the Contracting Officer if, during the term of this contract, Partner/Contractor becomes debarred. Pheasants Forever, Inc. may immediately terminate this contract by providing Partner/Contractor written notice if Partner/Contractor becomes debarred during the term of this contract.
- (b) Certification of Drug-Free Workplace. Partner/Contractor certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988.
- (c) Certification of Equal Employment Opportunity. Partner/Contractor certifies that it has implemented appropriate policy in accordance with State and Federal equal opportunity employment laws.
- (d) Copeland "Anti-Kickback" Act. For contracts in excess of \$2000 for construction or repair of public work, Partner/Contractor certifies compliance with the Copeland Act.
- (e) Certification Regarding Lobbying. Partner/Contractor certifies to the best of its knowledge and belief that no federal funds have been paid or will be paid, by or on behalf of Partner/Contractor, to any person for influencing or attempting to influence a federal officer or employee of any agency in connection with the awarding of any Federal Award.
- (f) Clean Air Act and Water Pollution Control Act  
If the contract exceeds \$100,000, then Partner/Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- (g) E-VERIFY. Partner/Contractor hereby certifies that it has used E-VERIFY to verify the employment eligibility of **all** employees working for Partner/Contractor. Individuals who are self-employed are exempt from E-Verify but must comply with related State statutes or regulations. Partner/Contractor understands and agrees that lawful presence in the United States is required by State and Federal law for employment under this Agreement and the Partner/Contractor may be disqualified or the contract terminated if lawful presence cannot be verified.
- (h) Employee Whistleblower Protection. Contractor agrees to comply with the United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:
  - i. This contract, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

- ii. Recipients, their subrecipients, and their 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) **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.