



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM REQUEST FOR BIDS

SUBJECT: 2022 Whooping Crane Aerial Survey Flights
CLOSING DATE: February 1, 2022 – 5:00 pm central time
POINT OF CONTACT: Mallory Jaymes
 Headwaters Corporation
 4111 4th Ave, Suite 6
 Kearney, NE 68845
 (308) 380-1384
jaymesm@headwaterscorp.com

I. OVERVIEW

The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007 between Nebraska, Wyoming, and Colorado and the Department of the Interior to address endangered species issues in the central and lower Platte River basin. The species considered in the Program, referred to as “target species”, are the whooping crane, piping plover, interior least tern, and pallid sturgeon.

A Governance Committee (GC) has been established that reviews, directs, and provides oversight for activities undertaken during the Program. The GC is comprised of one representative from each of the three states, three water user representatives, two representatives from environmental groups, and two members representing federal agencies. Headwaters Corporation serves as the Executive Director’s Office of the Program. Program staff are located in Nebraska and Colorado and are responsible for assisting in carrying out the various Program-related activities.

Whooping crane monitoring has been collected biannually by the Program since 2007 to measure whooping crane use of the associated habitat reach (AHR) to determine if the program is meeting its target species objectives. The GC submits this Request for Bids (RFB) to solicit bids from contractors to provide aircraft and pilot(s) for spring and fall whooping crane monitoring seasons in Calendar Year 2022.

II. PROJECT DESCRIPTION

This scope of work set forth in this RFP includes one spring and one fall monitoring season in which two Program employees will be flown daily by the contractor’s aircraft and pilot on set transects along the Platte River in search of whooping cranes. The entire search area stretches from Lexington, NE to Chapman, NE and will be split in half and flown by two separate aircraft simultaneously each morning during the monitoring seasons. The west half stretches from Lexington, NE to Hwy 10. The east half stretches from Hwy 10 to Chapman, NE. Contractors can bid on one side or both sides of the search area. In the event a contractor makes the lowest bid on both sides, but only has the means to fly one side, they can pick their side of preference.



The monitoring season schedules are as follows:

Spring: March 6, 2022 – April 29, 2022

Fall: October 9, 2022 – November 15, 2022

III. SCOPE OF WORK

The Program is requesting bids to provide aircraft and pilot(s) for monitoring flights as described below:

- Aircraft and pilot must be available every morning for the duration of each monitoring season.
- Flights will be initiated from the Grand Island and Kearney airports 45 minutes before sunrise and monitoring will begin at their transect origin 30 minutes prior to sunrise and will last a duration of about 2 hours.
- Aircraft must seat a minimum of 2 passengers.
- Flights will be flown 750 feet above ground level at approximately 100 mph unless conditions (weather, avian species, etc.) dictate otherwise.
- Flights will proceed along predetermined transects with the river transect being flown east to west and return transects west to east.
- Aircraft must be equipped with navigation equipment necessary to follow transects and record miles flown.

IV. PROJECT DURATION

The Contractor under this agreement shall commence this work *March 6th, 2022* and continue through *April 29th, 2022* for the spring period. Then commence work again in the fall from *October 9, 2022* and continue through *November 15, 2022*. The start dates may be initiated earlier, or the end dates extended in the event whooping cranes are known to be in the area.

V. CONTRACT TERMS

The selected contractor will be retained by:

Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501

The Contract form is attached as Exhibit A. It is understood that the Governance Committee reserves the right to accept any bid that, in its judgment, is the best bid, and to waive any irregularities in any bid.

Costs incurred in response to this RFB will be the responsibility of the bidder. Neither the Nebraska Community Foundation nor the Governance Committee will be liable for any costs incurred by the bidder in the completion and submission of the bid.



VI. SUBMISSION REQUIREMENTS

All interested parties having experience providing the services listed in this RFB are requested to submit a bid.

Instructions for Submitting Bids

One fully completed electronic copy of the attached Bid Form must be submitted in PDF format to Mallory Jaymes at jaymesm@headwaterscorp.com no later than 5:00 p.m. Central Time on Friday, February 1, 2022. A Bid is late if received any time after 5:00 p.m. Central Time and will not be eligible for consideration.

Additional Bid Form Information:

- 1) **Conflict of interest.** Initial if there is not any potential conflict of interest exists between this project and other past or on-going projects, including any projects currently being conducted for the Program.
- 2) **Suspension and Debarment.** Initial to verify that as a contractor you are not suspended or debarred from receiving federal funds. Contractor must provide Dun & Bradstreet (D-U-N-S) number or other means of identification in the U.S System for Award Management site (www.sam.gov) before a contract is issued.
- 3) **Description of insurance.** Initial that you understand that proof of insurance will be required and provided before a contract is issued. Minimum insurance requirements will include \$1,000,000 general liability per occurrence.

VII. CONTRACTOR SELECTION

Bids will be reviewed and the award made to the lowest cost bid(s) that conform to the specifications of this solicitation and is/are considered to provide the most value to the Program.

VIII. PROGRAM PERSPECTIVE

The GC of the Program has the sole discretion and reserves the right to reject any and all proposals received in response to this RFB and to cancel this solicitation if it is deemed in the best interest of the Program to do so. Issuance of this RFB in no way constitutes a commitment by the Program to award a contract, or to pay contractor's costs incurred either in the preparation of a response to his RFP or during negotiations, if any, of a contract for services. The Program also reserves the right to make amendments to this RFB by giving written notice to contractors, and to request clarification, supplements, and additions to the information provided by a contractor.

By submitting a bid in response to this solicitation, contractors understand and agree that any selection of a contractor or any decision to reject any or all responses or to establish no contracts shall be at the sole discretion of the Program. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the Nebraska Community Foundation, the states of



Colorado, Wyoming, and Nebraska, the Department of the Interior, members of the GC, and the ED Office, their employees, employers, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of this project. Additionally, by submitting a proposal, contractors agree that they waive any claim for the recovery of any costs or expenses incurred in preparing and submitting a proposal.

IX. AVAILABLE INFORMATION

A shapefile of the transects is available on the Program website (www.platteriverprogram.org) at the same location as this RFB solicitation. A map of the flight transects can be found on the last page of the Bid Form.



2022 WHOOPING CRANE FLIGHT BID FORM

PROJECT: 2022 Whooping Crane Aerial Surveys
 CLOSING DATE: February 1, 2022 – 5:00 pm central time
 CONTACT: Mallory Jaymes – Wildlife Biologist
 Headwaters Corporation
 4111 4th Ave, Suite 6
 Kearney, NE 68845
jaymesm@headwaterscorp.com

Item No.	Description	Unit	Bid Unit Price
001	Aircraft	Hour	\$ _____
002	Pilot	Hour	\$ _____
003	Other- specify: _____	Hour	\$ _____

Note: Price requested are hourly rates for aircraft and pilot. Payment will be made on actual hours worked and expenses incurred.

Submitting Bid for: East Leg/West Leg/Both _____
Passengers Allowed Including Pilot _____
Pilots Available During the Monitoring Season _____
Aircraft Available During each Monitoring Season _____
Aircraft and Pilot Available Daily during each monitoring season (circle one) YES / NO

_____ Initial if there is not any potential conflict of interest that exists between this project and other past or on-going projects, including any projects currently being conducted for the Program.

_____ Initial to verify that as a contractor you are not suspended or debarred from receiving federal funds.

Submitted by:	180	
	181	
_____	182	_____
(Company)	183	(Phone Number)
	184	
	185	
_____	186	_____
(Individual - Print)	187	(Sign/Date)



Maps showing the daily alternating flight transects for both east and west contracts. The Platte River shown in blue is flow east to west and the return transects shown in green and red flown west to east.

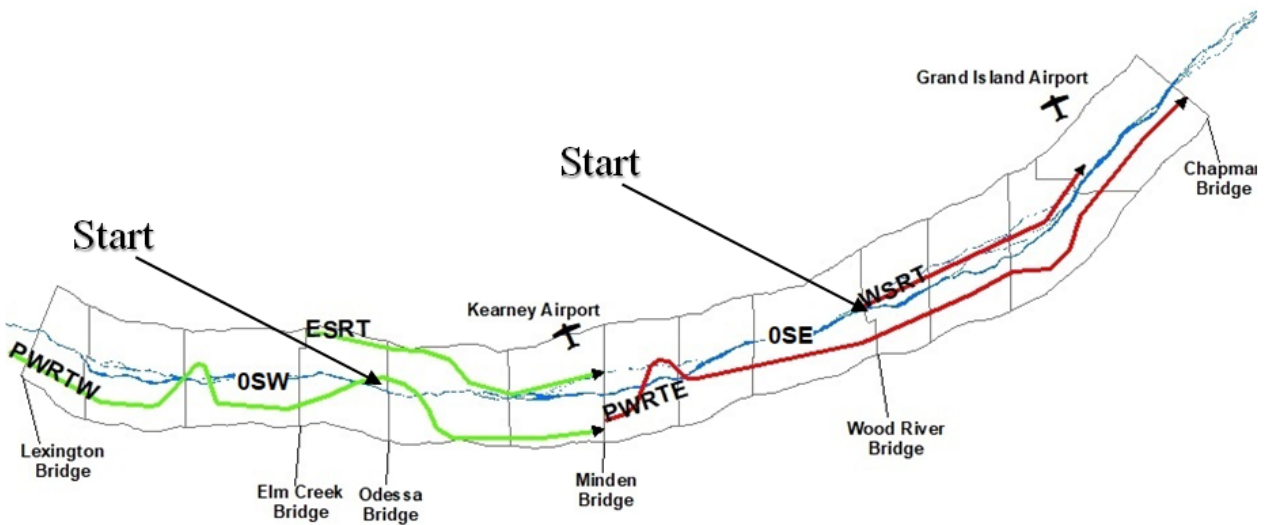
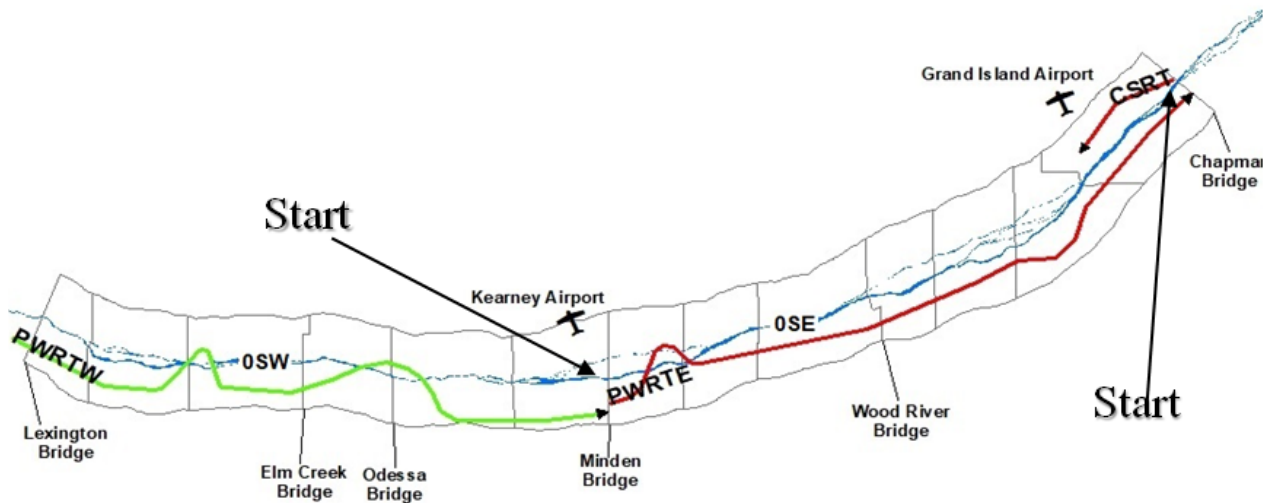




EXHIBIT A – CONTRACT TEMPLATE



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Platte River Recovery Implementation Program, and XXXXXXXXXX.

Whooping Crane Monitoring Flights

1. Parties. This Contract is made and entered into by and between Nebraska Community Foundation (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and XXXXXXXXXX (“**Contractor**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation; Jason Farnsworth of the **Program**; and XXXXXXXXXX of the **Contractor**.

2. Purpose of Contract. The purpose of this Contract is to allow the **Foundation**, acting as the fiscal agent for the Governance Committee (GC) of the **Program**, to retain the services of the **Contractor** to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the **Program**, and to delegate the Executive Director’s Office (“**ED Office**”) through its Executive Director or his designee the authority to administer this Contract.

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and shall remain in effect until November 15, 2022, or until the work required is satisfactory completed, whichever occurs first. Work performed under this Contract shall occur from March 6, 2022 through April 29, 2022 and October 9, 2022 through November 15, 2022. Any extension of the contract term beyond November 15, 2022 must be in writing, signed by both Parties in order to be valid.

If the **Contractor** has been delayed and as a result will be unable, in the opinion of the **Program**, to complete performance fully and satisfactorily within this Contract period, the **Contractor** may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the **Program**. An extension of the contract term must be in writing, signed by both Parties in order to be valid.

4. Payment.

A. Reimbursement of Expenses. The **Program** agrees to pay the **Contractor** an amount based on the approved hourly rate and reimbursable expenses depicted in Exhibit B, attached to and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to and incorporated by reference as part of this Contract. Total Payment under this contract shall not exceed \$XXXXXX.

B. Cost Rates. The labor and equipment cost rates for each task included in Exhibit A are as set forth on Exhibit B.



These unit prices are not to be exceeded unless authorized in writing by the **Program**. The contract total amount is controlling, and is a ceiling price that contractor exceeds at its own risk. Payment shall be made directly to the **Contractor**. The **Contractor** shall maintain hourly records of time worked by its personnel to support any audits the **Program** may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report. The **Contractor** shall use the billing form attached as Exhibit D.

C. Billing Procedures. The **Contractor** shall send billing reports for services performed for the various tasks outlined in Exhibit A to the **ED Office** (address included below). The Program's Executive Director, upon receiving the billing report, will review the bill and advance the invoice to the Bureau of Reclamation who will advise the **Foundation** of approval. The **Foundation** will make payment of these funds directly to the **Contractor** within 30 days of receiving notice of approval. Payments are due within 60 days after the billing date.

Billing Point of Contact (Program):

Mr. Jason Farnsworth, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: farnsworthj@headwaterscorp.com

D. Withholding of Payment.

(i) When the **Program** has reasonable grounds for believing that the **Contractor** will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the **Program** may withhold payment of such portion of any amount otherwise due and payable to the **Contractor** reasonably deemed appropriate to protect the **Program** against such loss. These amounts may be withheld until the cause for the withholding is cured to the **Program's** satisfaction or this Contract is terminated pursuant to Section 8.U. Any amount so withheld may be retained by the **Program** for such period as it may deem advisable to protect the **Program** against any loss. This provision is intended solely for the benefit of the **Program** and no person shall have any right against the **Program** or **Foundation** by reason of the **Program's** failure or refusal to withhold monies. No interest shall be payable by the **Program** or **Foundation** on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the **Program** or **Foundation**.

(ii) If a work element has not been completed by the dates established in Exhibit A, the **Program** may withhold all payments beginning with the month following that date until such deficiency has been corrected.



E. Final Completion and Payment. The final payment shall be made upon acceptance of the final report, receipt of the final billing, and if applicable, execution of the final contract amendment documenting the final contract amount.

5. Responsibilities of Contractor.

A. Scope of Services. The Contractor shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit A, the specific requirements shall prevail.

B. Personnel. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

(i) Approval Required for Subcontracts. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Program during the performance of this Contract. The Contractor shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Program for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Program. The Program approval of subcontractors will not relieve the Contractor from any responsibilities outlined in this Contract. The Contractor shall be responsible for the actions of the subcontractors, associates, and subconsultants.

(ii) Billings for Subcontractors. Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Program at the actual costs as billed to the Contractor. Subcontract costs will be documented by attaching subcontractor billings to the Contractor's billing submittals.

(iii) Copies of Subcontracts. The Contractor shall provide to the Program copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Contractor and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Program a party to any subcontract entered between the Contractor and a subcontractor.

(iv) Contracts for Subcontractors. All subcontracts that Contractor enters into shall include any applicable provisions and certifications required by 2 CFR



Part 200, including Appendix II thereto, and any other federal, state or local laws or regulations.

(v) **Debarment and Suspension.** Contractor shall not enter into subcontracts with any entity or individual that is suspended, debarred or otherwise excluded from participation in the transaction covered by this Contract.

D. Requests from the Program. The Contractor shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to this Contract.

E. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the Program. If the Contractor writes or uses a computer program or spreadsheet as a part of this project, the Contractor shall submit to the Program for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to Program in written and digital forms. Digital media shall be labeled by the Contractor to provide sufficient detail to access the information on the media.

F. Inspection and Acceptance. All deliverables furnished by the Contractor shall be subject to rigorous review by the ED Office prior to acceptance.

6. Responsibilities of the Program.

A. Designated Representative. The Executive Director of the Program shall act as the Program's administrative representative with respect to the Contractor's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Program's policies and decisions with respect to services covered by this Contract.

B. Data to be Furnished to the Contractor. All information, data, reports, and maps as are available to the Program and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Contractor without charge and the ED Office shall cooperate with the Contractor in every way possible in the carrying out of the project.

C. Review Reports. The ED Office shall examine all studies, reports, sketches, opinions of construction costs, and other documents presented by the Contractor to the Program and shall promptly render in writing the Program's decisions pertaining thereto within the time periods specified in Exhibit A.

D. Provide Criteria. The ED Office shall provide all criteria and full information regarding its requirements for the project.



7. **Special Provisions.**

A. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

B. **Publication.** It is understood that the results of this work may be available to the Contractor for publication and use in connection with related work. Use of this work for publication and related work by the Contractor must be conducted with full disclosure to and coordination with the Program's Technical Point of Contact.

C. **Publicity.** Any publicity or media contact associated with the Contractor's services and the result of those services provided under this Contract shall be the sole responsibility of the Program. Media requests of the Contractor should be directed to the Director of Outreach and Operations in the ED Office.

D. **Monitor Activities.** The Program shall have the right to monitor all Contract-related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract-related work.

E. **Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

F. **Debarment and Suspension.** Contractor certifies by signing this Contract that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

G. **Anti-Lobbying.** Contractor makes the representations set forth on the Certification Regarding Lobbying, which is attached as Exhibit C and incorporated by reference as part of this Contract. Contractor shall execute such Certification at the time of executing this Contract.

H. **Office Space, Equipment, and Supplies.** The Contractor will supply its own office space, equipment, and supplies.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to



410 this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated
411 by written instrument, executed and signed by all Parties to this Contract.

412
413 **B. Applicable Law/Venue.** The construction, interpretation and enforcement
414 of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of
415 Nebraska shall have jurisdiction over this Contract and the parties.

416
417 **C. Assignment/Contract Not Used as Collateral.** Neither party shall assign
418 or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without
419 the prior written consent of the other party. The Contractor shall not use this Contract, or any
420 portion thereof, as collateral for any financial obligation, without the prior written permission of
421 the Program.

422
423 **D. Audit/Access to Records.** The Program, the Foundation and any of their
424 representatives shall have access to any books, documents, papers, and records of the Contractor
425 which are pertinent to this Contract. The Contractor shall, immediately upon receiving written
426 instruction from the Program or the Foundation, provide to the Foundation or any governmental
427 entity, independent auditor, accountant, or accounting firm, all books, documents, papers and
428 records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully
429 with the Foundation or any such governmental entity, independent auditor, accountant, or
430 accounting firm, during the entire course of any audit authorized by or required of the Program.

431
432 **E. Availability of Funds.** Each payment obligation of the Program is
433 conditioned upon the availability of funds and continuation of the Platte River Recovery
434 Implementation Program. If funds are not allocated and available for the continuance of the
435 services performed by the Contractor, the contract may be terminated by the Program at the end
436 of the period for which the funds are available. The Program shall notify the Contractor at the
437 earliest possible time of the services which will or may be affected by a shortage of funds. No
438 penalty shall accrue to the Program in the event this provision is exercised, and the Program shall
439 not be obligated or liable for any future payments due or for any damages as a result of termination
440 under this section. This provision shall not be construed to permit the Program to terminate this
441 Contract to acquire similar services from another party.

442
443 **F. Award of Related Contracts.** The Program may undertake or award
444 supplemental or successor contracts for work related to this Contract. The Contractor shall
445 cooperate fully with other contractors and the Program in all such cases.

446
447 **G. Certificate of Good Standing.** Contractor shall provide Certificate of
448 Good Standing verifying compliance with the unemployment insurance and workers'
449 compensation programs prior to performing work under this Contract.

450
451 **H. Compliance with Law.** The Contractor shall keep informed of and comply
452 with all applicable federal, state and local laws and regulations in the performance of this Contract.



I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the **Contractor** in the performance of this Contract shall be kept confidential by the **Contractor** unless written permission is granted by the **Program** for its release.

J. Conflicts of Interest

(i) **Contractor** shall not engage in providing consultation to or representation of clients, agencies or firms which may constitute a conflict of interest giving rise to a disadvantage to the **Program** or a disclosure which would adversely affect the interests of the **Program**. **Contractor** shall notify the **Program** of any potential or actual conflicts of interest arising during the course of the **Contractor's** performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the **Contractor** shall take steps to ensure that the file, evidence, evaluation and data are provided to the **Program** or its designee. This does not prohibit or affect the **Contractor's** ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in a adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions, or the Foundation, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of eleven (11) pages, Exhibit A, consisting of one (1) page, Exhibit B, consisting of one (1) page, and Exhibit C, consisting of one (1) page represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The **Contractor** shall indemnify and hold harmless the **Foundation**, the **Program**, the **ED Office**, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of **Contractor's** failure to perform any of **Contractor's** duties and obligations hereunder or in connection with the negligent



performance of **Contractor's** duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of **Contractor's** malpractice. The obligations of this paragraph shall survive termination of this Contract.

N. Independent Contractor. The **Contractor** shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the **Program, Foundation, or ED Office** for any purpose. The **Contractor** shall assume sole responsibility for any debts or liabilities that may be incurred by the **Contractor** in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this **Contract**. Nothing in this Contract shall be interpreted as authorizing the **Contractor** or its agents and/or employees to act as an agent or representative for or on behalf of the **Foundation** or the **Program**, or to incur any obligation of any kind on the behalf of the **Foundation** or the **Program**. The **Contractor** agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to **Foundation, Program, or ED Office** employees will inure to the benefit of the **Contractor** or the **Contractor's** agents and/or employees as a result of this Contract.

O. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice is effective upon delivery.

P. Notice and Approval of Proposed Sale or Transfer of the Contractor. The **Contractor** shall provide the **Program** with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the **Contractor**. Such notice shall be provided in accordance with the notice provision of this Contract.

Q. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the **Program**.

R. Patent or Copyright Protection. The **Contractor** recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the **Contractor** or its subcontractors will violate any such restriction.

S. Proof of Insurance. The **Contractor** shall not commence work under this Contract until the **Contractor** has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) Commercial General Liability Insurance. **Contractor** shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than One Million Dollars (\$1,000,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.



(ii) Business Automobile Liability Insurance. Contractor shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.

(iii) Workers' Compensation and Employers' Liability Insurance. The Contractor shall provide proof of workers' compensation coverage. Contractor's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

T. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Contract may be terminated, without cause, by the Program upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. In the event of a termination, Program shall pay Contractor for all reasonable work performed up to the effective date of the termination.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

W. Time is of the Essence. Time is of the essence in all provisions of the Contract.

X. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

Y. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.



9. Contacts.

Administrative Point of Contact (Foundation):

Diane M. Wilson
 Manager of Public/Private Partnerships
 Nebraska Community Foundation
 PO Box 83107
 Lincoln, Nebraska 68501-3107
 Phone: (402) 323-7330
 Fax: (402) 323-7349
 Email: dwilson@nebcommfound.org

Technical Point of Contact (Program):

Mallory Jaymes, Wildlife Biologist
 Platte River Recovery Implementation Prog.
 Headwaters Corporation
 4111 4th Avenue, Suite 6
 Kearney, Nebraska 68845
 Phone: (308) 237-5728
 Fax: (308) 237-4651
 Email: jaymesm@headwaterscorp.com

Administrative Point of Contact (Contractor):

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Admin. Point of Contact (Program):

Jason Farnsworth, Executive Director
 Platte River Recovery Implementation Prog.
 Headwaters Corporation
 4111 4th Avenue, Suite 6
 Kearney, Nebraska 68845
 Phone: (308) 237-5728
 Fax: (308) 237-4651
 Email: farnsworthj@headwaterscorp.com

Media Point of Contact (Program):

Dr. Bridget Barron, Director of Outreach
 Platte River Recovery Implementation Prog.
 Headwaters Corporation
 4111 4th Avenue, Suite 6
 Kearney, Nebraska 68845
 Phone: (308) 237-5728
 Fax: (308) 237-4651
 Email: barronb@headwaterscorp.com

Technical Point of Contact (Contractor):

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10. Signatures. By signing this Contract, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Contract.

NEBRASKA COMMUNITY FOUNDATION

Diane M. Wilson
Manager of Public/Private Partnerships

Date

XXXXXXXXXXXX

XXXXXXXXXXXX

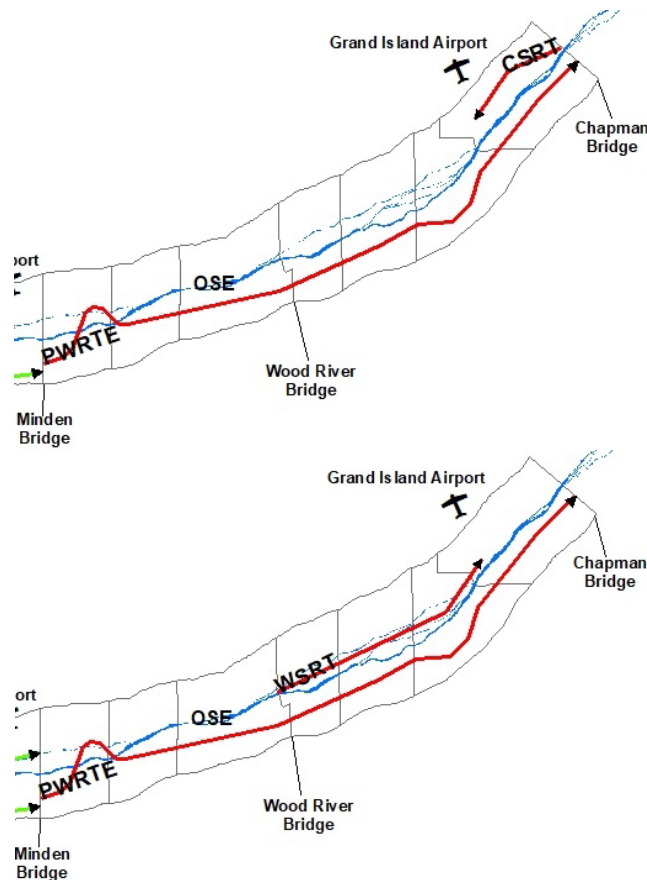
Date



EXHIBIT “A” SCOPE OF SERVICES

A. WORK DESCRIPTION

Activities in this project include providing a plane and pilot for use of flying program employees on the designated transects (shown below) to search for whooping cranes. Transects follow the Platte River between Chapman and Minden bridges every morning and then include a transect to return to the airport that alternates daily (shown in red). Deviations from transects can occur for purposes such as needs for positive identification of birds. Flights will occur from March 6th to April 29th and October 9th to November 15th. *Upon award of the contract, GPS coordinates for transects will be given to the contractor. Payment will be made on actual hours worked.*





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**EXHIBIT “B”
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE**

Item No.	Description	Unit	Bid Unit Price
1	Aircraft	Hour	\$XXX
2	Pilot	Hour	\$XXX
3	Other-Specify	Hour	\$XXX

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668



EXHIBIT “C”
Certification Regarding Lobbying

The undersigned certifies, on behalf of Contractor, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Contractor with respect to the federal grant or cooperative agreement under which the Contractor is receiving monies.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXXXXXXXXXXX (“CONTRACTOR”)

By:

XXXXXXXXXXXX

Date