



**REQUEST FOR PROPOSALS**

**Platte River Recovery Implementation Program  
Independent Science Review Services RFP**

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM  
Office of the Executive Director  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845

**February 14, 2014**



**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
**Request for Proposals**

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4 **SUBJECT:** Independent Science Review Services  
5 **REQUEST DATE:** **February 14, 2014**  
6 **CLOSING DATE:** **March 21, 2014**  
7 **POINT OF CONTACT:** Chad Smith  
8 Headwaters Corporation  
9 Director of Natural Resources  
10 4111 4<sup>th</sup> Avenue, Suite 6  
11 Kearney, Nebraska 68845  
12 (402) 432-7950  
13 [smithc@headwaterscorp.com](mailto:smithc@headwaterscorp.com)  
14

15 **RECITALS**

16 The Governance Committee (GC) of the Platte River Recovery Implementation Program (Program or  
17 PRRIP) submits this Request for Proposals (RFP) to solicit proposals from contractors to provide assistance  
18 with evaluating and recommending independent science experts to serve as members of the Program's  
19 Independent Scientific Advisory Committee (ISAC) and peer review panels. This effort is intended to help  
20 provide a high level of scientific expertise in necessary fields to provide independent review of scientific  
21 and technical materials related to implementation of the Program's Adaptive Management Plan (AMP).  
22 Work under this RFP would be conducted for the GC and supervised by the Program's Executive Director's  
23 Office (EDO).  
24

25 The scope of work and schedule in this RFP describe a three-year plan of work from 2014-2016. Under  
26 the final contract, annual written Notice to Proceed from the EDO will be required before work begins. All  
27 work will be contingent on availability of Program funding and annual budgets and work plans will be  
28 developed jointly by the contractor and EDO, subject to annual approval by the GC and other Program  
29 Advisory Committees.  
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31 In responding to this RFP, the Governance Committee requests study proposals that include:  
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- 33 **1) Scope of work** for completing this project. Prospective contractors should provide a detailed outline  
34 that addresses the tasks identified in the Scope of Work for Contract Services for this RFP.  
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36 **2) List of relevant project experience** within the past five years, including name, location, and brief  
37 description of the projects; name, address, and phone number of the contracting officer for the client;  
38 and identification of key project participants and their tasks.  
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40 **3) Resumes** of all primary investigators and level of full-time employees, part-time employees, and  
41 student involvement (if any). Provide a table showing the tasks, responsibilities, and the number of  
42 hours each key participant is committing to this project.  
43  
44 **4) Schedule** for completing each task in the scope.  
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46 **5) Detailed cost not to exceed proposal** to complete the project. The proposal should identify costs and  
47 hours allocated for each task in the scope of work and the total cost for the project. Hourly rates and  
48 reimbursable expenses for the proposing firm/individual and any sub-contractors must be attached to



49 the detailed price proposal. The contract will be awarded on a Cost Not to Exceed basis. Governance  
50 Committee approval is needed before the contractor is authorized to begin implementation.

- 51
- 52 **6) Conflicts of Interest Statement** addressing whether or not any potential conflict of interest exists  
53 between this project and other past or on-going projects, including any projects currently being  
54 conducted for the Program.
- 55
- 56 **7) Acceptance of the terms and conditions** as outlined in the attached Program’s Consultant Contract  
57 (**Attachment A**), or clear description of any exceptions to the terms and conditions.

### 58 **TERMS AND CONDITIONS**

59 The selected contractor will be retained by:  
60 Nebraska Community Foundation  
61 PO Box 83107  
62 Lincoln, NE 68501  
63

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65 The GC has sole discretion and reserves the right to reject any and all proposals received in response to this  
66 RFP and to cancel this solicitation if it is deemed in the best interest of the Program to do so. Issuance of  
67 this RFP in no way constitutes a commitment by the Program to award a contract, or to pay Consultant’s  
68 costs incurred either in the preparation of a response to his RFP or during negotiations, if any, of a contract  
69 for services. The Program also reserves the right to make amendments to this RFP by giving written notice  
70 to Consultants, and to request clarification, supplements, and additions to the information provided by a  
71 Consultant. By submitting a proposal in response to this solicitation, Consultant understands and agrees  
72 that any selection of a Consultant or any decision to reject any or all responses or to establish no contracts  
73 shall be at the sole discretion of the Program. To the extent authorized by law, the Consultant shall  
74 indemnify, save, and hold harmless the Nebraska Community Foundation, the states of Colorado,  
75 Wyoming, and Nebraska, the Department of the Interior, members of the Governance Committee, and the  
76 Executive Director’s Office, their employees, employers, and agents, against any and all claims, damages,  
77 liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or  
78 omission by the Consultant or its employees, agents, sub-Consultants, or assignees pursuant to the terms of  
79 this project. Additionally, by submitting a proposal, Consultants agree that they waive any claim for the  
80 recovery of any costs or expenses incurred in preparing and submitting a proposal.

### 81 **PRE-PROPOSAL MEETING**

82 A **pre-proposal Web/conference call meeting** for interested parties will be held on **March 3, 2014 at 1:00**  
83 **p.m. Central time**. This meeting will provide important information on the Program and the scope of work  
84 and offer interested parties the opportunity to seek clarifications or ask questions. To facilitate logistical  
85 arrangements, if you plan to participate and submit a response to this RFP please contact Chad Smith at  
86 [smithc@headwaterscorp.com](mailto:smithc@headwaterscorp.com) by **12:00 p.m. (noon) Central time on February 27, 2014**.

### 87 **POINT OF CONTACT & RFP DUE DATE**

88 Questions about this RFP should be e-mailed Chad Smith. Questions, responses, and any additional  
89 information related to the RFP will be available to all bidders on the Program website  
90 ([www.platteriverprogram.org/Contractors/Pages/OpenRFPs.aspx](http://www.platteriverprogram.org/Contractors/Pages/OpenRFPs.aspx)). **One electronic copy of your proposal**  
91 **in PDF format must be submitted to Chad Smith at [smithc@headwaterscorp.com](mailto:smithc@headwaterscorp.com) no later than 12:00**  
92 **p.m. (noon) Central time on March 21, 2014.**  
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## SCOPE OF WORK FOR CONTRACT SERVICES

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### INTRODUCTION

The Program 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 reviews, directs, and provides oversight for activities undertaken during the Program. The Governance Committee 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. The Governance Committee named Dr. Jerry Kenny to serve as the Program Executive Director. Chad Smith, representing the Program EDO, will be the primary contact for prospective contractors responding to this RFP.

### OBJECTIVES AND SCOPE

Implementation of the Program’s Adaptive Management Plan (AMP) and associated scientific monitoring and research are to incorporate rigorous independent scientific review to ensure the use of proper monitoring and research methodologies, experimental design, and data collection and analysis in Program implementation. The purpose of this RFP is to engage contract assistance from a contractor(s) possessing prior experience with peer reviews and/or in assembling independent scientific review panels to find candidates to serve on the ISAC and on separate peer review panels for the Program. It is envisioned that contract assistance will afford the Program access to a larger, more diverse pool of potential ISAC and peer review panel members, help limit potential bias in peer review panels and the ISAC, and ensure a higher level of scientific expertise and independence for Program science needs.

#### **Peer Review Panels**

Peer review is to be used to evaluate the reliability and soundness of methods employed by the Program to conduct ongoing monitoring related to implementation of the AMP and evaluation of data for use in assessing the Program’s Big Questions and related priority hypotheses. The Program’s Peer Review Guidelines (**Attachment B**) guidelines generally require the establishment of three-person peer review teams for each product requiring review, with the addition of statistician as a fourth member of the panel when the subject in question involves experimental design and/or statistical analyses.

General peer review activities under this RFP include:

- Recommend at least two candidates for each open spot on peer review panels; compile report including candidates, areas of expertise, and resumes.
- Communicate with potential candidates regarding the peer review panel selection process; the EDO will handle contracting with all panelists.
- Participate in organizational web/conference call meeting with EDO and panelists for each review.
- Compile all peer review comments into a single spreadsheet or database tracking each individual peer review comment for use by the EDO and Program in responding to the comments.
- Facilitate communication between the EDO and panelists for clarifications or to address other questions as necessary.

#### **Independent Scientific Advisory Committee (ISAC)**

As detailed in the approved ISAC Scope of Work (**Attachment C**), the ISAC is to provide scientific advice and recommendations pertaining to implementation of the Program’s Adaptive Management Plan, related monitoring and research, and other Program activities during the First Increment (2007-2019) of the Program. ISAC members are selected for three-year terms and the Program has initiated a process of cycling two new members onto the ISAC each year replacing two existing members.



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145 General ISAC member activities under this RFP include:

- 146 • Recommend at least three candidates for each open spot on the ISAC; compile report including
- 147 candidates, areas of expertise, and resumes.
- 148 • Communicate with potential candidates regarding the ISAC selection process; the EDO will handle
- 149 contracting with all panelists.

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### 151 **SPECIFIC 2014 SCHEDULE**

152 In 2014, the Program is accelerating its level of peer review. Activities in 2014 will focus primarily on  
153 peer review. The provisional 2014 peer review schedule is included as **Attachment D**; please note this  
154 schedule is subject to change upon additional GC review and approval.

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### 156 **BUDGET**

157 Submitted proposals should provide a detailed budget for completing the general annual peer review panel  
158 and ISAC member selection activities detailed above, as well as specific 2014 peer review activities detailed  
159 in **Attachment D**. Annual study budgets will be subject to Governance Committee approval as a part of  
160 the overall annual fiscal year Program budget approval process.

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### 162 **AVAILABLE INFORMATION**

163 In addition to the Final Program Document, the AMP, and the 2012 State of the Platte Report, several  
164 additional sources of information are available to assist potential contractors in responding to this RFP. All  
165 of these documents can be accessed either from the Program Web site ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)) or  
166 by contacting Chad Smith.

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### 168 **DELIVERABLES**

169 The successful contractor will be responsible for completing the following (based on annual work plans  
170 according to Program priorities:

- 171 • Report for each peer review panel including background and expertise of all recommended peer review  
172 panel members, willingness and ability to complete peer reviews according to the Program's Peer  
173 Review Guidelines, and Conflict of Interest statements.
- 174 • Report for each peer review compiling all comments from peer reviewers.
- 175 • Report for new ISAC members including background and expertise of all recommended ISAC  
176 members, willingness and ability to participate in the ISAC according to the Program's ISAC Scope of  
177 Work, and Conflict of Interest statements.



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## **Attachment A**

### **Standard Consultant Contract**



Company  
Address 1  
Address 2  
TIN# 00-0000000

Nebraska Community Foundation, Inc.  
PO Box 83107  
Lincoln, NE 68501-3107  
TIN# 47-0769903

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

**Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and [Company].**

**[Project Name]**

1. **Parties.** This Contract is made and entered into by and between the Nebraska Community Foundation, Inc. (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and [redacted] (“**Consultant**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Dr. Jerry Kenny of the **Program**; and [Name] of the **Consultant**.

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 **Consultant** 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.

**TERMS AND CONDITIONS**

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from (contract initiation date) through (contract expiration date). The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

If the **Consultant** 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 **Consultant** may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the **Program**.

4. **Payment.**

**A. Reimbursement of Expenses.** The Program agrees to pay the Consultant an amount based on the approved budget depicted in Exhibit B and hourly rate and reimbursable expenses price schedules depicted in Exhibit C, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

**B. Project Budget.** The Project budget for each task included in Exhibit A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
Phase I.	
Subtotal Phase I	
Phase II.	
Subtotal Phase II	
Total Project Cost	

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the Program. The Contract total amount is controlling. Payment shall be made directly to the Consultant. The Consultant 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. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

**C. Billing Procedures.** The Consultant 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 approve the bill and submit the bill for payment. The submittal for payment will then be reviewed by the Signatory Parties of the Program who will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Consultant within 30 days of notice of approval by the Signatory Parties. Payments of bills are due within 60 days after the billing date of the Consultant.



**Billing Point of Contact (Program):**

Dr. Jerry F. Kenny, Executive Director  
Platte River Recovery Implementation Program  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [kennyj@headwaterscorp.com](mailto:kennyj@headwaterscorp.com)

**D. Money Withheld.** When the **Program** has reasonable grounds for believing that the **Consultant** 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 **Consultant** 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 8U. 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** by reason of the **Program's** failure or refusal to withhold monies. No interest shall be payable by the **Program** 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**.

**E. Withholding of Payment.** If a work element has not been received by the **Program** 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.

**F. Final Completion and Payment.** The final payment shall be made upon acceptance of the final report and receipt of the final billing.

**5. Responsibilities of Consultant.**

**A. Scope of Services.** The **Consultant** 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 **Consultant** 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 **Consultant** 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 **Consultant** 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 **Consultant** from any responsibilities outlined in this Contract. The **Consultant** 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 **Consultant**. Subcontract costs will be documented by attaching subcontractor billings to the **Consultant's** billing submittals.

(iii) **Copies of Subcontracts.** The **Consultant** shall provide to the **Program** copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the **Consultant** 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 of any subcontract entered between the **Consultant** and a subcontractor.

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

**E. Presentation of Data.** The **Consultant** shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional manner.

**F. Draft of Final Report.** The **Consultant** shall present the **Program** a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Exhibit A. Draft Reports will be provided to the Program in Microsoft Word format for distribution and review. The **Program** will respond with written comments to the **Consultant** as soon as possible. The **Consultant** will address the comments of the **Program** in the final report. Final Reports will be provided to the Program in Microsoft Word and PDF format.

**G. Project Completion Report.** A final project completion report in the form described in Exhibit A shall be submitted to the **Program** by the date specified in Exhibit A.

**H. Reports, Maps, Plans, Models and Documents.** One (1) copy of maps, plans, worksheets, logs, field notes and other reference or source documents prepared for or gathered under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the **Program**. If the **Consultant** writes or uses a computer program or spreadsheet as a part of this project, the **Consultant** 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 with the final report. Digital media shall be labeled by the **Consultant** to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the **Consultant** to **Program** providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the **Program**.

**I. Inspection and Acceptance.** All deliverables furnished by the Consultant shall be subject to rigorous review by the Program's **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 **Consultant'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 Consultant.** 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 **Consultant** without charge and the **ED Office** shall cooperate with the Consultant in the carrying out of the project.

**C. Review Reports.** The **ED Office** shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the **Consultant** 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 **Consultant** for publication and use in connection with related work. Use of this work for publication and related work by the **Consultant** must be conducted with prior authorization from the **Program's** Technical Point of Contact.

**C. Publicity.** Any publicity or media contact associated with the **Consultant's** services and the result of those services provided under this Contract shall be the sole responsibility of the **Program**. Media requests of the **Consultant** 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 **Consultant** 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 **Consultant** personnel in every phase of performance of Contract related work.

**D. Kickbacks.** The **Consultant** 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 **Consultant** 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.

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

**8. General Provisions.**

**A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

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

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

**D. Audit/Access to Records.** The **Program** and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. The **Consultant** shall, immediately upon receiving written instruction from the **Program**, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the **Consultant** which are pertinent to this Contract. The **Consultant** shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the **Program**.

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

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

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

**H. Compliance with Law.** The **Consultant** shall keep informed of and comply 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 **Consultant** in the performance of this Contract shall be kept confidential by the **Consultant** unless written permission is granted by the **Program** for its release.

**J. Conflicts of Interest**

(i) **Consultant** shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the **Program** or a disclosure which would adversely affect the interests of the **Program**. **Consultant** shall notify the **Program** of any potential or actual conflicts of interest arising during the course of the **Consultant'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 **Consultant** shall take steps to insure that the file, evidence, evaluation and data are provided to the **Program** or its designee. This does not prohibit or affect the **Consultant'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 initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

**K. Entirety of Contract.** This Contract, consisting of (example) twelve ( 12) pages, Exhibit A, consisting of eleven ( 11) pages, **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 **Consultant** 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 **Consultant's** failure to perform any of **Consultant's** duties and obligations hereunder or in connection with the negligent performance of **Consultant's** duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of **Consultant's** malpractice.

**N. Independent Contractor.** The **Consultant** 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 **Consultant** shall assume sole responsibility for any debts or liabilities that may be incurred by the **Consultant** 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 **Consultant** 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 **Consultant** agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to **Foundation** or **Program** employees will inure to the benefit of the **Consultant** or the **Consultant'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.

**P. Notice and Approval of Proposed Sale or Transfer of the Consultant.** The **Consultant** 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 **Consultant**. 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 **Consultant** 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 **Consultant** or its subcontractors will violate any such restriction.

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

(i) **Commercial General Liability Insurance.** **Consultant** 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 Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.

(ii) **Business Automobile Liability Insurance.** **Consultant** shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles

(iii) Workers' Compensation or Employers' Liability Insurance. The Consultant shall provide proof of workers' compensation coverage. Consultant'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.

(iv) Professional Liability or Errors and Omissions Liability Insurance. The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the Foundation, Program and ED Office from any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

**T. Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and 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 Consultant fails to perform in accordance with the terms of this Contract.

**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  
Chief Financial and Administrative Officer  
Nebraska Community Foundation  
PO Box 83107  
Lincoln, Nebraska 68501-3107  
Phone: (402) 323-7330  
Fax: (402) 323-7349  
Email: [dwilson@nebcommfound.org](mailto:dwilson@nebcommfound.org)

**Technical Point of Contact (Program):**

Name, Title  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
Address 1  
City, State ZIP  
Phone: (000) 000-0000  
Fax: (000) 000-0000  
Email: [email](mailto:email)

**Administrative Point of Contact (Consultant):**

Name, Title  
Company  
Address 1  
City, State ZIP  
Phone: (000) 000-0000  
Fax: (000) 000-0000  
Email: [email](mailto:email)

**Admin. Point of Contact (Program):**

Dr. Jerry F. Kenny, Executive Director  
Platte River Recovery Implementation Prog.  
Headwaters Corporation  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
Phone: (308) 237-5728  
Fax: (308) 237-4651  
Email: [kennyj@headwaterscorp.com](mailto:kennyj@headwaterscorp.com)

**Media Point of Contact (Program):**

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

**Technical Point of Contact (Consultant):**

Name, Title  
Company  
Address 1  
City, State ZIP  
Phone: (000) 000-0000  
Fax: (000) 000-0000  
Email: [email](mailto:email)

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**10. Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

**NEBRASKA COMMUNITY FOUNDATION**

---

Diane M. Wilson  
Chief Financial and Administrative Officer

---

Date

**[CONSULTANT]**

---

**[Name, Title]**

---

Date

**EXHIBIT “A”  
SCOPE OF SERVICES**

**A. PROJECT DESCRIPTION**

1. Location: *[Text]*
2. Purpose: *[Text]*
3. History: *[Text]*

**B. PROJECT REQUIREMENTS**

1. Monthly Progress Reports and Billing Statements

The **Consultant** shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month. The progress report will also show the percentage of the job completed by task and the percentage of budget spent. The progress report will also include a billing projection for the upcoming month for the purpose of Program reimbursement request planning.

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

2. Computer Models, Statement of Assumptions, Project Work File

- a. If the **Consultant** writes or uses a computer program or spreadsheet as a part of this project, the **Consultant** 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 the **Program** in written and digital forms with the final report. Digital media shall be labeled by the **Consultant** to provide sufficient detail to access the information on the media. User manuals shall be submitted by the **Consultant** to the **Program** providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the final report, which contains the information generated by the programs.

b. To facilitate the **Program**'s accurate evaluation of the **Consultant's** work product, computations, conclusions and recommendations, the **Consultant** shall:

\* Include in the final report a section describing the assumptions and methodology used by the **Consultant** in generating the data and conclusions contained in that chapter.

\* Maintain a project work file containing the materials used in project analysis. This file will be available for review by the **Program** and should be organized in such a way as to allow replication of the steps and procedures used by the **Consultant** to reach the conclusions described in the study.

\* Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the **Consultant** to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

### 3. Final Report

The **Consultant** shall use the Contract Scope of Services as the outline for draft and final reports so that **Consultant** compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed in the State of Nebraska or other state if appropriate to location of project site. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Nebraska. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by both a Professional Engineer and a Professional Geologist licensed in the State of Nebraska. At a minimum, the reproducible original to be submitted as part of the deliverables required herein must utilize an original seal(s) and original signature(s).

### 4. Final Report - Digital Format

In addition to the paper submittal described in Section C.4 above, the **Consultant** shall also provide the final documents and related materials in a digital format. This digital report shall, to the extent feasible, be assembled into one file rather than separate files for text, tables, graphics, etc. This digital report shall be contained on a CD(s) or DVD(s), and shall be in both Word and Adobe Acrobat format. Any plates, figures, etc. not suitable for Word shall be in AutoCAD, ArcGIS, Adobe Acrobat, or compatible format. Other formats may be used if approved in advance by the **ED Office**. The final documents will also be provided

fully assembled into one file, in a complete “internet ready” digital format to facilitate their distribution via the Office website.

5. Project Access

The **ED Office** shall be responsible for obtaining access as required for project tasks.

6. Stand-By Time

The **Program** will not reimburse the **Consultant** for stand-by time charges for the Consultant's supervisory personnel.

## **SCOPE OF SERVICES**

**EXHIBIT “B”  
BUDGET**

**EXHIBIT “C”  
HOURLY RATE AND REIMBURSABLE EXPENSES  
PRICE SCHEDULE 2013**





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## **Attachment B**

### **PRRIP Peer Review Guidelines**

# Appendix A – Peer Review Guidelines

## PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

### SCIENTIFIC PEER-REVIEW GUIDELINES

These guidelines have been developed to provide a general process for peer-review of scientific documents during the Platte River Recovery Implementation Program (Program). Peer-reviews conducted during the Program will be conducted in accordance with “INSTRUCTIONS TO PEER-REVIEWERS” (Attachment A).

**WHAT IS PEER-REVIEW?** Scientific peer-review is a process by which technical experts provide unbiased comments, suggestions, and evaluation of the science and technology of proposals, study plans, reports of data analyses, and other documents. Peer-review provides evaluation of the technical quality and relevancy of a document in meeting objectives or in addressing hypotheses. Peer-review usually involves obtaining comments from appropriate technical experts (“peers”) who have no financial, supervisory, or familial relationship to the authors of the work. Peer-review is not an administrative review, nor does peer-review address political or other non-scientific features of a project or document.

Peer-review typically involves review by several technical experts in the appropriate subject area. By obtaining multiple, independent technical opinions, the peer-review process provides a means of evaluating the scientific soundness of a product, further minimizing introduction of bias or conflict of interest. The process of peer-review ultimately cannot insure that a document or product is without fault.

Peer-review should be an efficient process so that monitoring, research, publications, and other work can proceed in a timely manner. This process should be streamlined and not create a bottleneck of bureaucracy, delaying appropriate publications, fieldwork, data analyses, or modeling.

**WHY IS PEER-REVIEW NECESSARY?** Peer-review serves to strengthen a document, whether it is a study plan, proposal, or report, in several ways. A review can provide suggestions for improvements of the work. Experts typically suggest better approaches, more efficient methods, innovative approaches to analysis, and supporting data or literature. A document or plan that has been viewed as being sound, through peer-review, achieves improved credibility in the eyes of the scientific community. Peer-review enhances the reliability of a document, having been examined by peer-scientists. Where proposals or study plans are developed to address specific needs, peer-review can insure that the project serves the specific objectives of the program.

**WHEN WILL PEER-REVIEW BE USED?** The process described in this document may be used for products (proposals, plans, models, data, reports, protocols, etc.) funded by the Program or for other products essential to meeting Program milestones, but lacking adequate review. All

products relied upon by the Program that influence management decision may be subjected to the following peer review process at the discretion of the Governance Committee with advice from the Technical Advisory Committee or other advisory committees. For some products, however, a high level of scientific quality may be maintained by existing quality control and administrative review procedures, and peer review will be unnecessary.

**WHAT ARE THE PRIORITIES FOR PEER REVIEW?** The first priority for peer review are items identified for peer review in the 1997 Cooperative Agreement Milestones, which include all water depletion/accretion impact analyses, and all habitat and species monitoring and research activities. Proposals and protocols for new research and monitoring activities necessary for meeting Program milestones will receive the second priority for peer review. Third priority will be given to recent reports of completed studies considered essential to meeting Program milestones. Already peer-reviewed products will receive the lowest priority for peer review. Priorities may change depending on issues.

### ***PEER-REVIEW PROTOCOL***

1. The Executive Director will administer the peer-review process for the Governance Committee. The duties of the Executive Director are as follows:
  - a) Assemble Master List of potential reviewers with assistance from the standing advisory committees (Technical, Land, Water).
  - b) Select reviewers for each work product to be reviewed, and obtain approval of selected reviewers by the Governance Committee.
  - c) Handle all correspondence with reviewers.
  - d) Compile and transmit all relevant materials from reviews to Panel members for decision-making.
  - e) Coordinate revision of work product if needed.
  - f) Prepare, obtain approval from the Governance Committee, and administer budget for reviews.
  - g) Ensure the review process works in a timely and efficient manner.
2. The Governance Committee and its recognized advisory committees (Technical, Land, Water) identify the need for peer-review as requirements for proposals, studies, or reports arise. The requesting committee identifies each need for peer-review to the Executive Director (see figure below).
3. The Executive Director will determine priorities for peer review in keeping with the guidelines noted above, and develop budgets for peer review for approval by the Governance Committee. A Peer Review Working Group consisting of one member of the Governance Committee and one member from each of the Governance Committee's standing advisory committees (Technical, Land, Water) or other group as identified will assist the Executive Director in this effort. Budgets and priorities will be subject to the approval by the Governance Committee and may change as the Program evolves.
4. Reviewers meeting the standards outlined in these guidelines will conduct the peer-review.

5. When peer review is appropriate the Executive Director, in consultation with the Peer Review Working Group, will select three peer-reviewers from scientific areas appropriate to the subject or discipline of each request. The reviewers will conduct independent peer-reviews and send reviews to the Executive Director. According to the specific needs of each peer-review task, the reviewers could complete review of a single or group of related proposals, plans, or reports. A statistician will participate as a fourth reviewer when the subject or discipline includes experimental design and/or statistical analyses.
6. A list of qualified and willing experts will be assembled in a number of technical topic areas; reviewers will be carefully selected from this list to ensure reviewers are the most appropriate based on the subject matter being reviewed. The Executive Director will maintain a file with the resume and credentials of each peer-reviewer.
7. Criteria for peer-reviewers include:
  - a) No conflict of interest for or against the project document or its authors based on financial interest in the product or author(s), familial relationship with the author(s), personal bias for or against the institution or author(s), professional connection to the institution or author(s), organizational affiliation, or potential to be influenced by lobbying or other political pressure to produce a certain result or more work in the area of this product.
  - b) Expertise appropriate for the theme of the project or document(s).
  - c) The ability to complete a technical review in a reasonable time, as determined by the requesting committee.
  - d) Individuals will be selected from a diversity of institutions, including state, federal, local government, and non-governmental organizations for each project, while avoiding members from the same institution or agency as the author(s).
8. The committee requesting review, in conjunction with the Peer Review Working Group, will approve the Peer-review Panel. Objections regarding individuals must relate to the criteria outlined in number 7. The Governance Committee will resolve all conflicts.
9. An attempt will be made to obtain voluntary participation on Peer-review Panels without cost to the Governance Committee. A stipend or honorarium will be offered for review when necessary. The Governance Committee will approve an annual budget for peer-reviews.
10. The requesting advisory committee will prepare specific guidance for each review task. Suggested guidance includes an outline of the specific need for peer-review, the milestones or objectives to be addressed by the work, and other specific criteria for the document.

11. Reviewers shall provide written comment on the document(s) under review. Reviews will be conducted similar to the system and methods used by the National Science Foundation and major scientific journals and in accordance with the Proposal, Protocol and Study Plan Review Guidelines and Report Review Guidelines (see Attachment A).

12. Upon completion of the reviews, the Executive Director will:

- a) Prepare a package of material including all reviews and any relevant material,
- b) Distribute all material to requesting committee for a determination of action,
- c) If appropriate work with the requesting committee and author to make any needed revisions,
- d) Maintain a file of peer-reviews for each document, and
- e) Provide a summary of items a-c to the Governance Committee for approval.

13. The peer-review process does not determine the approval or disapproval of the activity associated with the request (funding a study, use of data or analytical results, publication of a report, etc.). Peer reviews may not be definitive (i.e., there may be disagreement among reviewers). The Committee seeking the review may or may not have the authority to approve the review; however, at a minimum, it is responsible for transferring the review summary and document(s) to the Governance Committee, who will have final authority to approve the review.

#### ***DOCUMENTATION OF PEER-REVIEW CONDUCTED OUTSIDE THE PROGRAM***

There will likely be cases where the Program will benefit from models, data, analyses, or conclusions drawn by projects developed in the past or ongoing, but supported by institutions outside the oversight of the Program. The committee requiring the information will determine the need for peer-review of these products.

There is no intent to duplicate the peer-review conducted by others. Scientific journals typically conduct their own peer-review. Most major journals have high-quality peer-review that is universally accepted. Scientists are encouraged to publish their findings in the peer-reviewed scientific literature whenever possible and appropriate. In most instances this level of peer review is considered adequate for the purposes of the Program.

Institutions and agencies may administer their own peer-review process for study plans and reports. In using the models, data, or conclusions (reports) from studies not funded by the Program, the appropriate advisory committee is responsible for determining if additional peer-review is necessary. In making the decision regarding the need for peer-review it may be helpful to document an institution's peer-review process for the project or report. With the assistance of the appropriate advisory committee, it may be useful to consider the following information on alternative peer-review processes when available:

- I. Title of Study / Project / Report:
- II. Type of Work:  report  study plan/proposal  model  other (specify)
- III. Principal Investigators: name, address, phone number, and e-mail
- IV. Source of financial support for project / report:

- V. Peer-Review Documentation
  - A. Names / Institutions of peer-reviewers (may have been anonymous)
  - B. Brief Description of the peer-review process:
  - C. Were revisions made to the project/report in response to reviewers' comments?

## **ATTACHMENT A**

### **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**

#### **INSTRUCTIONS TO PEER-REVIEWERS**

Thank you for agreeing to review this product. The following is a summary of expectations for peer-review and the topics that we wish each peer-reviewer to address.

#### **A. INDEPENDENCE OF A PEER-REVIEW**

Peer-review must provide an unbiased opinion of the scientific quality of a product (proposal, report, data, map, etc.) by individuals who are independent from the authors and external to them and their institution. A review must be independent of various types of conflicts of interest with the author(s) and with the product under review. The Platte River Recovery Implementation Program (Program) places considerable reliance on the objectivity, integrity, and professionalism of each peer-reviewer to provide technical opinion of each product without bias or conflict of interest.

Please review each question about your bias or independence. Your peer-review will be anonymous to the author unless you choose to share it. Your review will be held in the file for the Program as documentation of the peer-review process for this product.

**YOUR CONSIDERATIONS SHOULD INCLUDE THE FOLLOWING FACTORS THAT COULD LEAD TO BIAS OR CONFLICT OF INTEREST:**

- financial interest in the product or the author(s);
- familial relationship with the author(s);
- bias, for personal reasons, for or against the author(s) or institutions of this product;
- professional connection (current or former: student or advisor, supervisor or supervised, employer, etc.) to the author(s) or the institution of this product;
- organizational affiliation (same agency, department, organization, business, etc.);
- impacts of lobbying or political pressure exerted by persons looking for a particular result or more work in the area of this product;

**IF YOU FEEL THAT YOU CANNOT PROVIDE AN UNBIASED REVIEW, PLEASE DO NOT REVIEW THIS PRODUCT AND IMMEDIATELY RETURN THE DOCUMENT TO THE PROGRAM'S EXECUTIVE DIRECTOR.**

## **B. PROPOSAL, PROTOCOL, AND STUDY PLAN REVIEW GUIDELINES**

**CONFIDENTIALITY** - The enclosed product is a privileged communication. Please do not show it to anyone or discuss it, except to solicit assistance with a technical point. Your review and your recommendation should also be considered confidential.

**TIMELINESS** - In fairness to the author(s) and the needs of the Program, please return your review within \_\_\_ days. If it seems likely that you will be unable to meet this deadline, please return the product immediately or contact the Executive Director.

**CONFLICTS OF INTEREST** - Please review the “Independence of a Peer-review”. If you feel that you might have difficulty writing an objective review, please return this material immediately, without reviewing it. If your previous or present connection with the author(s) or their institution(s) might be construed as creating a conflict of interest, but no actual conflict exists, please discuss this issue in the cover letter that accompanies your review.

### **YOUR REVIEW SHOULD ADDRESS THE FOLLOWING:**

Please provide comments on separate sheets of paper. Support your comments with specific evidence from the text.

Do the objectives/hypotheses appropriately address the needs that have been identified for the Program? Are they scientifically sound, testable, and appropriate given the type or precision of the data available?

Is the design of the study scientifically sound? Is it technically and statistically appropriate for addressing the goals and objectives of the project? Is the reasoning behind the design based on generally accepted scientific principles?

Are the methods and experimental design appropriate in scale, timing, geographic scope, and precision for addressing the objectives? Are the measurements appropriate for addressing objectives?

Are plans for data analysis sound and likely to address the objectives?

Are the authors and their institutions well qualified, with appropriate facilities, to conduct the work?

Are the proposed time frame, personnel, and budget appropriate for conducting the work?

Will the products meet the needs identified?



## C. REPORT REVIEW GUIDELINES

**CONFIDENTIALITY** - The enclosed manuscript is a privileged communication. Please do not show it to anyone or discuss it, except to solicit assistance with a technical point. Your review and your recommendation should also be considered confidential.

**TIMELINESS** - In fairness to the author(s) and to the needs of the Program, please return your review within \_\_ days. If it seems likely that you will be unable to meet this deadline, please return the manuscript immediately or contact the Executive Director.

**CONFLICTS OF INTEREST** - Please review the “Independence of a Peer-Review” above. If you feel you might have any difficulty writing an objective review, please return the manuscript immediately, un-reviewed. If your previous or present connection with the author(s) or an author’s institution might be construed as creating a conflict of interest, but no actual conflict exists, please discuss this issue in the cover letter that accompanies your review.

### **YOUR REVIEW SHOULD ADDRESS THE FOLLOWING:**

What is the major contribution of this document? What are its major strengths and weaknesses, and its suitability for publication and/or use by the Program? Are conclusions based on sound scientific methods and reasoning? Please include both general and specific comments bearing on these questions and emphasize your most significant points.

General Comments:

1. Scientific soundness
2. Organization and clarity
3. Conciseness
4. Degree to which conclusions are supported by the data
5. Cohesiveness of conclusions

Specific Comments:

Please support your general comments with specific evidence and literature. You may write directly on the manuscript, but please summarize your handwritten remarks separately. Comment on any of the following matters that significantly affected your opinion of the manuscript:

1. Presentation: Is a tightly reasoned argument evident throughout? Does the manuscript wander from the central purpose?
2. Methods: Are they appropriate? Current? Described clearly and with sufficient detail so that someone else could repeat the work?
3. Data presentation: When results are stated in the text of the manuscript, can you easily verify them by examining tables and figures? Are any of the results counterintuitive? Are all tables and figures clearly labeled? Well planned? Too complex? Necessary?

4. Statistical design and analyses: Are they appropriate and correct? Can the reader readily discern which measurements or observations are independent of which other measurements or observations? Are replicates correctly identified? Are significance statements justified?
5. Conclusions: Has the author(s) drawn conclusions from insufficient evidence? Are the interpretations of the data logical, reasonable, and based on the application of relevant and generally accepted scientific principles? Has the author(s) overlooked alternative hypotheses?
6. Errors: Point out any errors in technique, fact, calculation, interpretation, or style.
7. Citations: Are all (and only) pertinent references cited? Are they provided for all assertions of fact not supported by the data in the manuscript?

#### **D. FAIRNESS AND OBJECTIVITY**

If the research reported in this paper is flawed, criticize the science, not the scientist. Harsh words in a review will cause the reader to doubt your objectivity; as a result, your criticisms will be rejected, even if they are correct!

Comments should show that:

1. You have read the entire manuscript carefully,
2. Your criticisms are objective and correct, and are not merely differences of opinion, and are intended to assist the author in improving the manuscript, and
3. You are qualified to provide an expert opinion about the research reported in this manuscript.

#### **E. ANONYMITY**

You may sign your review if you wish. If you choose to remain anonymous, avoid comments to the authors that may serve as clues to your identity, and do not use paper that bears the watermark of your institution.

#### **RATING:**

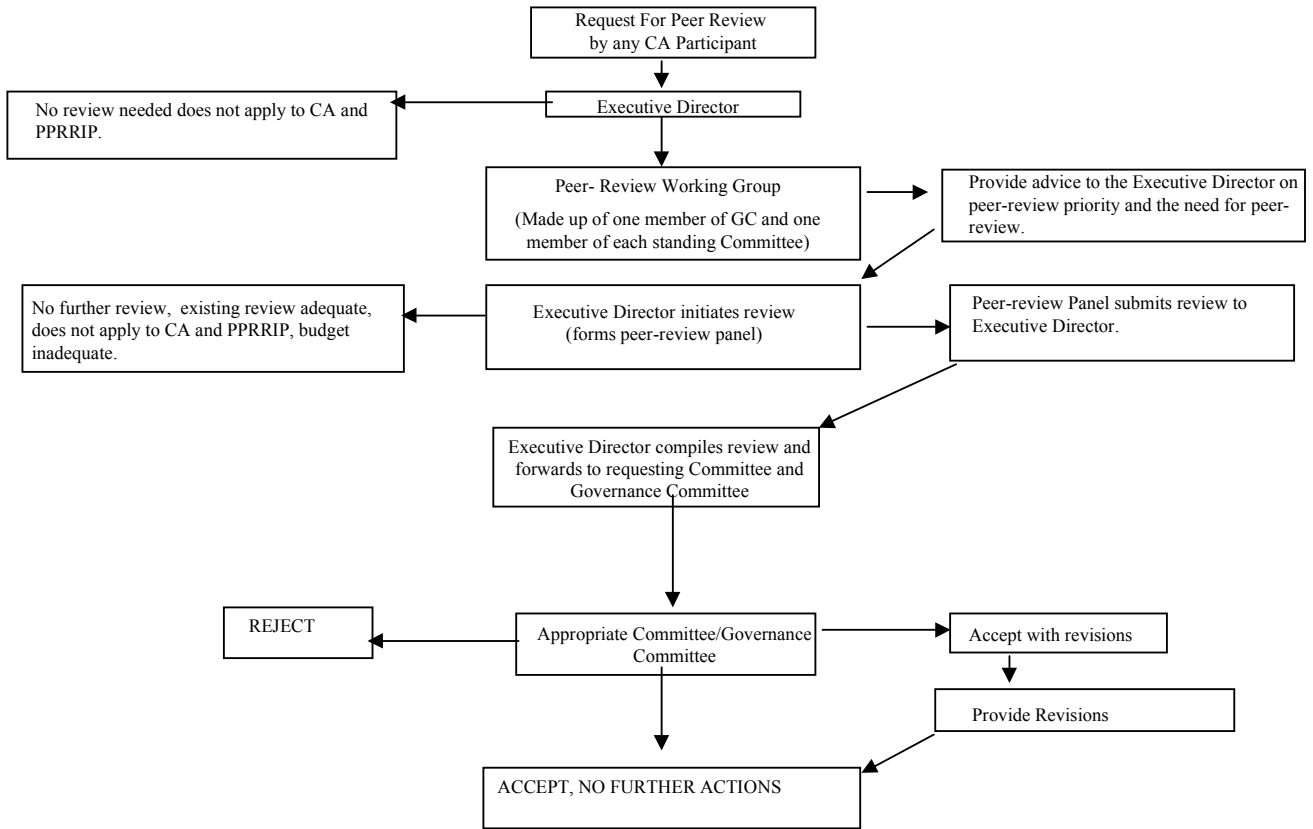
Please score each aspect of this manuscript using the following rating system: 1=excellent, 2=very good, 3=good, 4=fair, 5=poor.

	Rating
Scientific soundness	___
Degree to which conclusions are supported by the data	___
Organization and clarity	___
Cohesiveness of conclusions	___
Conciseness	___
Importance to objectives of the Program	___
(For use by internal review panel only)	

#### **RECOMMENDATION**

Accept	(check one) ___
Accept after revision	___
Unacceptable	___

**Peer-Review Sequence Platte River Cooperative Agreement (CA) and  
Proposed Platte River Recovery Implementation Program (PPRRIP)**





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## Attachment C

### PRRIP ISAC Scope of Work



1                   **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
2                   **Scope of Work for the Independent Scientific Advisory Committee**

3  
4                   **Introduction & Background**

5                   The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007  
6                   by the Department of the Interior and the States of Colorado, Wyoming, and Nebraska as a  
7                   basin-wide cooperative program to maintain and conserve habitat for three threatened and/or  
8                   endangered “target” migratory bird species (whooping crane, piping plover, interior least tern)  
9                   that use a 90-mile reach of the central Platte River in Nebraska; and one “target” fish species  
10                  (pallid sturgeon) that has been documented in the lower Platte River. The Program is  
11                  implemented through an adaptive management approach under the direction of a Governance  
12                  Committee (GC), consisting of representatives of the signatories and stakeholders, and an  
13                  Executive Director (ED) and staff.

14  
15                  The Program’s long term goal is to improve and maintain the associated habitats. This goal  
16                  includes: 1) improving and maintaining migrational habitat for whooping cranes and  
17                  reproductive habitat for least terns and piping plovers; 2) reducing the likelihood of future  
18                  listings of other species found in this area; and 3) testing the assumption that managing flow in  
19                  the central Platte River also improves the pallid sturgeon’s lower Platte River habitat

20  
21                  The Final Program Document includes an “Independent Scientific Advisory Committee Charter”  
22                  (attached) that provides specific direction on the membership and duties of an Independent  
23                  Scientific Advisory Committee (ISAC). The ISAC is to provide scientific advice and  
24                  recommendations pertaining to implementation of the Program’s Adaptive Management Plan  
25                  (AMP), related monitoring and research, and other Program activities during the First Increment  
26                  (2007-2019) of the Program.

27  
28                  **Scope of Work**

29                  The ISAC will provide independent opinions to the GC and the ED on a scientific approach to  
30                  adaptive management, monitoring, and research for the Program that will include an assessment  
31                  of ecological indicators and other measures of scientific progress. This review will culminate in  
32                  an annual report to the GC.

33  
34                  Specific tasks for the ISAC under this Scope of Work include:

- 35  
36                  1) Independent opinion and recommendations on the design of the five-year pilot study for  
37                  implementation of the AMP’s two Management Strategies and testing of priority hypotheses.  
38                  2) Independent opinion and recommendations on the annual and five-year work plans for  
39                  implementation of the AMP. This includes the clarity of the hypotheses being tested, validity  
40                  of the monitoring and research design, quality of data collection procedures, and robustness  
41                  of methods employed.  
42                  3) Respond to specific scientific questions from the GC and ED (as agreed upon by the  
43                  Technical Advisory Committee and the Adaptive Management Working Group), as  
44                  transmitted to the ISAC through the ED Office.



- 45 4) Participate in one meeting each year – an annual intensive winter workshop (February) with  
46 the Adaptive Management Working Group and Program Advisory Committees to discuss,  
47 review, and critique AMP progress and direction and data analysis/synthesis from the prior  
48 year (to be held in conjunction with February Governance Committee meeting and will serve  
49 as the annual AMP reporting session with GC). Additional meetings each year will be at the  
50 discretion of the Governance Committee, including the need for an initial meeting in central  
51 Nebraska to familiarize ISAC members with the associated habitats on the central Platte.  
52 5) Prepare an annual report incorporating ISAC opinions on and a review of the scientific  
53 approach to adaptive management, monitoring, and research related to AMP implementation.  
54 6) Advise the GC and ED on the need for additional outside peer review.  
55

### 56 **General Provisions**

- 57 1) This Scope of Work is for a three-year period commencing with an initial ISAC  
58 Establishment/Planning Session to be held in the central Platte River basin in the fall of 2008.  
59 The GC may extend this Scope of Work in three-year increments.  
60
- 61 2) The ISAC's sole mission is to provide independent opinion on a scientific approach to  
62 adaptive management, monitoring, and research for the Program, including an assessment of  
63 ecological indicators and other measures of progress.
- 64 • The GC will not assign the ISAC any tasks or request advice on matters outside this  
65 Scope of Work.
  - 66 • All communication with the ISAC involving Program issues will occur through the ED  
67 Office or will be in response to requests for information from the ISAC.
  - 68 • Neither the ISAC nor individual members of the ISAC will independently communicate  
69 with individual participants in the Program. Program participants will not attempt to  
70 influence members of the ISAC through e-mails, phone calls, or other means.  
71
- 72 3) The GC and ED retain the right and ability to establish other independent scientific review  
73 panels and seek external peer review when deemed necessary for conducting specific  
74 scientific and technical reviews concerning other matters not covered by this Scope of Work  
75 and in accordance with guidance provided in the Final Program Document.  
76
- 77 4) The GC and ED will cooperate fully with the ISAC, including responding to requests for  
78 information concerning the Program and implementation of the AMP. All information  
79 requests will be made through the ED Office.  
80
- 81 5) Under the oversight of the ED Office, the ISAC will meet with technical representatives of  
82 the ED, GC, and Program cooperators to discuss the status of AMP implementation and  
83 related scientific issues. The number and duration of meetings will be established in the  
84 annual activities plan for the ISAC jointly developed by the ISAC and the ED and approved  
85 by the GC in accordance with approved budgets and this Scope of Work.  
86
- 87 6) Communication and information-sharing between the ISAC and the Program will be  
88 conducted by the elected ISAC Chair and Chad Smith of the Program's ED Office.



89 **2008 Schedule**

- 90 **March** ISAC Scope of Work finalized  
91 **April** ISAC Scope of Work approved  
92 **August** ISAC members appointed by GC  
93 **October** Initial ISAC meeting/planning session (central Nebraska)

94

95 **Deliverable**

96 The ISAC will provide the GC with an annual report incorporating independent opinion on and a  
97 review of the scientific approach to adaptive management, monitoring, and research related to  
98 implementation of the AMP, as well as other items tasked to the ISAC.

- 99 • The ISAC will provide its report to technical representatives of the GC and ED fourteen (14)  
100 business days prior to submitting the final report to the GC. The ED Office will coordinate  
101 any discussion between the ISAC and the technical representatives during this time period.  
102 • The annual report will be provided to the ED Office in PDF format suitable for posting on  
103 the Program Web site.

104

105 **Stipend/Reimbursement**

106 Members of the ISAC will receive an annual stipend, approved each year by the GC through the  
107 Program budget and work plan process. It is expected that the ISAC Chair will spend roughly  
108 ten (10) days annually conducting information reviews, ISAC discussions, report writing, and  
109 other ISAC activities; the ISAC Vice-Chair will spend up to eight (8) days annually; and ISAC  
110 members will spend up to seven (7) days annually. For FY 2008, the stipend rates are:

111

112 ISAC Chair	\$10,000
113 ISAC Vice-Chair	\$ 8,000
114 ISAC Members	\$ 7,000

115

116 Expenses incurred by members associated with ISAC meetings or other related activities will be  
117 reimbursed, unless members are reimbursed by their respective agency or institution.

118 Reimbursements will be paid according to the following guidelines:

119

- 120 • **Mileage** – Paid according to the prevailing Internal Revenue Service rate.  
121 • **Airfare** – Actual expenses at a reasonable and prudent rate verified by receipts.  
122 • **Lodging** – Actual expenses at a reasonable and prudent rate verified by receipts.  
123 • **Per Diem** – Paid according to the prevailing General Services Administration rate at the  
124 location of the ISAC meeting.

125

126 The ED Office will develop forms for reimbursement requests. The ED will approve all  
127 reimbursement requests, and payment will be made through the Nebraska Community  
128 Foundation, the Financial Management Entity for the Program.

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**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
**Attachment 6, Appendix I**  
**Independent Scientific Advisory Committee Charter**  
**December 7, 2005**

**I. BACKGROUND**

The Platte River Recovery Implementation Program (Program) establishes an Independent Scientific Advisory Committee (ISAC) to accomplish the purposes specified in this charter. The ISAC will provide independent scientific advice to the Executive Director (ED) and to the Governance Committee (GC), as requested, on scientific issues during the First Increment of the Program. The ISAC will be composed of approximately five independent scientists knowledgeable in technical areas critical to the implementation of the Adaptive Management Plan (AMP) (Program Attachment 3).

**II. MEMBERSHIP**

Members of the ISAC should be experienced scientists with demonstrated achievement and high standing in their field. They will be chosen to fill specific areas of expertise that are needed by the Program. There should be a balance between scientists with specific knowledge of the Platte River basin and those with more broad and diverse experience. Members will be expected to provide objective scientific advice in a timely and professional manner, and work effectively in multi-disciplinary setting. ISAC membership will be open to individuals employed by all agencies, institutions, and organizations, with the exception that members may not be salaried employees of members of the Governance Committee or organizations with specific mandated representation on the Land Advisory Committee, Water Advisory Committee, or Technical Advisory Committee.

**1. Appointment Procedures**

Members of the ISAC will be appointed by the GC. The GC will base their appointments on candidates submitted by a Selection Panel selected by the GC and convened by the ED. The Panel will review nominees and make recommendations to the GC. Nominations to the ISAC shall be solicited from the GC, sponsoring entities, as well as other agencies, groups, professional societies, the National Research Council, and the public. While nominations to the ISAC may come from any of a variety of sources, members of the ISAC are independent scientists and do not represent the interests of the nominating entity or any other entity. The Selection Panel will pay careful attention to suggestions by advisory committees and the GC regarding membership and needed expertise. A selection panel will be convened when vacancies arise on the ISAC.

**2. Length of Appointments**

The initial appointment to the ISAC will be for one to three years. Appointments can be renewed as requested by the GC.

**3. Membership Considerations**

Considerations will include, but not be limited to, the following when members are selected:

- a) High achievement in a relevant scientific discipline which may include biology, ecology, fisheries, hydrology, river geomorphology, statistics, wildlife ecology, and other relevant disciplines.





- 177 b) A strong record of scientific accomplishment documented by contribution to the peer-
- 178 reviewed literature or other evidence of creative scientific accomplishment.
- 179 c) High standards of scientific integrity, independence and objectivity.
- 180 d) Ability to forge creative solutions to complex problems.
- 181 e) Interest in and ability to work effectively in an interdisciplinary setting.

182  
183 **III. COMMITTEE PURPOSES**

184 The ISAC is to foster a scientific approach to adaptive management, monitoring and research in  
185 meeting the goals and objectives of the Program by providing advice to the GC and the ED. The  
186 ISAC must retain as much independence from the adaptive management program as possible.  
187 This independence requires that their role focus on reviewing products produced by the Program.

188  
189 The tasks to be undertaken by ISAC will be identified in a scope of work prepared by the ED and  
190 approved by the GC. The tasks may include, but are not necessarily limited to, the following:

- 191  
192 1. Advise the ED and GC on implementation of the AMP in two primary areas:
  - 193 a) The ISAC should provide an independent opinion on the design of the adaptive
  - 194 management program and associated monitoring and research, most likely after
  - 195 completion of the final AMP and first year work plan in October 2006 and in subsequent
  - 196 years. The focus of this opinion should be on the scientific rigor of the proposed
  - 197 management activities and associated monitoring and research.
  - 198 b) The ISAC should be asked to review the scientific information collected and to provide
  - 199 their opinion of these results in terms of the response (or lack of response) to
  - 200 management interventions.
- 201 2. Respond to specific questions of scientific nature from the GC and ED. Questions for
- 202 consideration by the ISAC should be submitted through the ED.
- 203 3. Advise the GC and the ED on the need for additional peer review.

204  
205 **IV. COMMITTEE PROCEDURES**

- 206 1. The ISAC shall select a Chairperson and Vice Chair annually, with such selection being
- 207 noted in the official minutes of the meeting where elections are held.
- 208 2. The Chair, and Vice Chair in his/her absence, is the executive officer of the ISAC. The Chair
- 209 conducts the meetings; seeing that business is conducted in a timely and efficient manner and
- 210 that each member has the opportunity to be heard.
- 211 3. The ED will provide administrative oversight and staff support to the ISAC.
- 212 4. The ED will act as the point of contact for requests to the ISAC. The ED will ensure that
- 213 these communications are conveyed to the ISAC.
- 214 5. ISAC will receive a stipend to be determined by the GC. Members not otherwise reimbursed
- 215 by agencies or institutions may request reimbursement of actual expenses and per diem
- 216 associated with attending ISAC meetings or other activities as directed by the ED or GC.
- 217 The ED will work with the appropriate entities to develop the procedure for reimbursement
- 218 requests.



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188  
189

## **Attachment D**

### **Proposed 2014 PRRIP Peer Review Schedule**



190 **Provisional 2014 PRRIP peer review schedule (subject to GC review and approval):**

191

FY14 PRRIP Document	FY14 Peer Review Timing	Comments
Tern and plover habitat suitability criteria	March 2014	Peer review priority in 2014 for USFWS because criteria are considered integral for Program decision-making; EDO writing up habitat suitability criteria methodology for use as document to be peer reviewed; possible manuscript for publication in 2015 developed by EDO and RWBJV focusing on methods of assessing suitable tern and plover habitat availability along CPR.
Whooping crane habitat suitability criteria	March 2014	Peer review priority in 2014 for USFWS because criteria are considered integral for Program decision-making; EDO writing up habitat suitability criteria methodology for use as document to be peer reviewed; possible manuscript for publication in 2015 developed by EDO and RWBJV focusing on methods of assessing suitable whooping crane habitat availability along CPR.
Elm Creek Proof of Concept final report	April/May 2014	Important data analysis to be used as reference material for assessing Big Questions; Tetra Tech completing final report.
Geomorphology data analysis report	April/May 2014	Important data analysis to be used as reference material for assessing Big Questions; Tetra Tech completing final report.
Inundation risk memo, LIDAR imagery results, EDO analysis from 1998 aerial imagery	Summer 2014	Key synthesis paper, as recommended by ISAC, for use as reference material in assessing FSM management strategy and related Big Questions; combined paper by EDO to replace 1998 channel analysis; combine information on terns/plovers, more recent channel analysis, and information from other systems with tern/plover nesting.
Flow consolidation final report	June 2014	EDO priority for peer review in 2014 because this serves as foundational document for Program decisions related to future flow consolidation efforts; InterFluve completing final report; EDO will add commentary about what it means for Program (decision to not pursue consolidation).
Whooping crane habitat selection analysis	Fall 2014	Important data analysis to be used as reference material for assessing Big Questions; WEST needs to complete data analysis and plan; need direction from February 19, 2014 workshop
Wet meadows hydrology monitoring plan	Spring 2014	Wet Meadows Hydrology Working Group recommended peer review for monitoring plan, to be followed by peer review of final results at a later time; EDO compiling information into document for peer review

192