



## **REQUEST FOR BIDS (RFB)**

### **Herbicide Application Services 2026-2028**

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**  
Office of the Executive Director  
4111 4<sup>th</sup> Avenue, Suite 6  
Kearney, Nebraska 68845  
[platteriverprogram.org](http://platteriverprogram.org)

**January 16, 2026**

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**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- PROGRAM)  
REQUEST FOR BIDS (RFB)**

**SUBJECT:** 2026-2028 Herbicide Application Services  
**REQUEST DATE:** January 16, 2026  
**PRE-BID MEETING:** February 13, 2026 – 10:00 am CST  
**CLOSING DATE:** March 6, 2026 – 5:00 pm CST  
**POINT OF CONTACT:** Tim R. Tunnell, Land Coordinator  
Headwaters Corporation  
*tunnellt@headwaterscorp.com*

## I. OVERVIEW

The Platte River Recovery Implementation Program (“Program” or “PRRIP”) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address threatened and 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) reviews, directs, and provides oversight for Program activities. 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. The GC has named Mr. Jason Farnsworth to serve as the Program Executive Director (ED). Headwaters Corporation staff are located in Nebraska and Colorado and are responsible for assisting in carrying out Program-related activities.

One of the major components of Program implementation is acquisition and management of 10,000 acres of habitat for the benefit of the target species. To date, approximately 14,555 acres have been acquired and are being managed by the Program's Executive Director's Office (EDO) Staff.

The purpose of this RFB is to obtain qualified and licensed contractors to provide *ground and aerial drone Herbicide Application Services* efficiently, effectively and in a timely manner to treat noxious and invasive vegetation & brush in Program owned and/or managed grasslands and/ or maintain bare ground at off-channel sand and water nesting areas (OCSW) and in-channel islands for target species. **As such, the GC is requesting bids for a three-year contract from qualified contractors for 2026 - 2028 herbicide application services to be performed starting on or around April 1 and ending on or around November 15 of each year.**

## II. WORK DESCRIPTION & SCOPE OF WORK

## Work Description

The Program is requesting bids from experienced contractors for chemical application services in 2026, 2027 and 2028. All applicators must be certified with the Nebraska Department of Agriculture as a Commercial Applicator, categories needed are: General, Ag. Plant, and Aquatic. Drone applicators must meet or exceed FAA remote pilot certification (Part 107 unmanned aircraft license) training and requirements. The performance period will begin on April 1 and will end on or around November 15.

## Scope of Work



47 The Contractor must have sufficient availability to fully utilize weather windows for chemical applications  
48 at Program lands which are distributed along a 90-mile reach of the Platte River in central Nebraska. The  
49 Contractor will be responsible for all labor, materials, equipment, tools, transportation, and supplies  
50 required to complete the work. All applicators must be certified with the Nebraska Department of  
51 Agriculture as a Commercial Applicator, categories needed are: General, Ag. Plant and Aquatic.

52

- 53 • Bare ground treatments on OCSW sites and in-channel island sites will require one application in late  
54 spring- typically April 1-April 15 prior to nest initiation of target species as well as a follow-up  
55 application in late summer after all chicks have fledged, typically August 15-September 1. Areas will  
56 require broadcast spraying to ensure full spray coverage to the water's edge with both spring and fall  
57 applications. Equipment and spraying operations shall minimize rutting and ground surface  
58 disturbance. Ground and/or aerial application via drone are acceptable. Close communication  
59 between Program staff and contractors must occur to avoid conflicts between spraying and target  
60 species. It is the responsibility of the Contractor to coordinate with Program staff on the status of use  
61 of target species prior to mobilization to the site for spraying. Under no circumstances is access within  
62 the controlled nesting peninsulas allowable during the nesting period of April 1- September 1 without  
63 permission from Program staff.
- 64
- 65 • Noxious weed control will typically require 3-4 trips, as needed, through grassland sites during the  
66 year. Generally, trips will be in the early spring, early summer, late summer, and fall prior to first frost.  
67 Ground and/or Aerial application through the use of spray drone are acceptable. **Although Contractor**  
68 **cannot access OCSW nesting areas during the time period of April 1 through September 1, noxious**  
69 **weed control be completed outside of the nesting areas on the remainder of OCSW tracts.** A list of  
70 state of Nebraska noxious weeds can be found in Appendix A.
- 71
- 72 • Control of invasive vegetation not listed as noxious weeds (small trees, brush, shrubs, Russian olives,  
73 Cattails, Phragmites, etc.) will typically require 1-2 trips, as needed, in Program owned and/or  
74 managed grassland sites. Generally, trips will be in the early late summer and fall prior to first frost.  
75 Ground and/or Aerial application through the use of spray drone are acceptable. See Appendix B for  
76 a list of list of watch species.

### 77 III. CHEMICAL APPLICATION TIMING AND PERFORMANCE

78 Contractor must be ready to begin work by April 1 of each year. Contractor will proceed to complete all  
79 the work as quickly and efficiently as possible while maintaining the quality standards listed in the Scope  
80 of Work. The Program Land Coordinator may stop work and order the removal and/or replacement of any  
81 equipment if the equipment is not working or calibrated properly. Contractor then has 48 hours to replace  
82 the equipment with an acceptable substitute and remove the inadequate equipment. The Program Land  
83 Coordinator may prohibit chemical application during adverse weather conditions (heat, cold, dry, wet,  
84 etc.). If adverse weather is a problem, Contractor must furnish additional personnel and equipment to  
85 make up for lost time and ensure timely completion.

86

87 For bare ground treatment areas, Contractor must guarantee a minimum of 100% coverage of the  
88 treatment areas and at least 95% suppression vegetation within the treated areas. Contractors are  
89 required to use marking dye to help identify treated area. If coverage and/or mortality rates are not met,  
90 the Program may require Contractor to retreat the areas after the nesting period is complete at  
91 Contractor's expense and at no additional cost to the Program.



93 When spraying noxious/invasive weeds woody species, Contractor is expected to minimize broadcast  
94 spraying and use spot-spraying as primary control method. However, broadcast spraying is allowable  
95 when infestations are larger than 0.25 acres. Contractor is expected to prevent overspray, drift, and/or  
96 nontarget damage to surrounding vegetation, open water, structures, and/or facilities.

97  
98 No chemical herbicide applications will exceed the label rates on the herbicide containers. All  
99 requirements, including state and/or local requirements, listed on the herbicide label are to be followed.  
100 Failure to comply with label instructions is a violation of federal and/or state laws. Contractor is liable for  
101 any penalty, fines, or damage resulting from misuse of herbicides. Unless otherwise specified, Contractor  
102 will supply and apply all chemical herbicides, adjuvants, and other materials to ensure an effective kill of  
103 the target vegetation and will be reimbursed for the chemical used.

104  
105 The Program is implementing a "Come Clean, Leave Clean" standard. All equipment used on Program  
106 lands, including tractors, ATVs, UTVs, trucks, trailers, and/or Argos needs to be free of any plant material.  
107 The Program Land Manager will delineate a designated cleaning area on each tract for contractors to clean  
108 their equipment.

109  
110 **A Nebraska Department of Agriculture licensed supervisor shall be designated by Contractor as the field supervisor and remain onsite during all chemical application projects. The licensed supervisor is responsible to ensure the following:**

111  
112  
113  
114

- The licensed supervisor and all employees must be able to correctly identify the targeted species.
- Chemical pesticides must be kept in original containers until mixing. All mixtures should have temporary labels that list the trade name and rates of chemicals and any adjuvants within the spray container.
- The licensed supervisor must readily have available during application copies of all chemical pesticides labels and Material Safety Data Sheets (MSDS) that are being applied.
- During mixing and application, all recommended Personal Protective Equipment (PPE) will be properly worn to minimize applicator exposure to chemicals. All measuring cups should be rinsed and the effluent poured into the tank/bottle mixture.
- Chemicals and any rinse material from chemical containers will be applied to specific areas; run-off of any chemical substance is not acceptable.
- Herbicides that are mixed, transferred, or temporarily stored while on Program lands will be done so at designated staging areas. Any and all containers that contain pesticide or pesticide residues will be removed from Program lands once the chemical application is complete.
- Herbicides will not be applied during adverse or non-optimal weather conditions for the application method. Any weather condition, including heat, wind, or precipitation, that minimizes the effectiveness of the herbicide or increases the exposure and/or potential for drift to non-target vegetation, personnel, or objects will not be tolerated.
- Emphasis must be placed on ensuring the application will minimize exposure to people, facilities and the surrounding environment. Avoid any non-target exposure.

135



**136 The Program's Land Coordinator will meet with the licensed supervisor at the beginning of each year to**  
**137 discuss treatment areas and prescriptions and any special restrictions. This meeting will also be used to**  
**138 develop objectives for control to measure success and/ or to demonstrate effectiveness.**

139  
140 Contractor is required to provide the Program with the following with each invoice submitted for payment  
141 or upon request by the Program Land Coordinator:

142

- 143 • List of chemical herbicide trade names and the rates used to produce all chemical mixtures applied.  
144 This list should also include any adjuvants or surfactants included in the mixture. Total gallons and  
145 costs of herbicide mixture must be separated from labor costs on invoice.
- 146 • A "PRRIP Chemical Management Form" (Appendix C) is required after completion of treatment on  
147 each individual infestation, local area, or workday depending on time spent at a particular area.
- 148 • A map depicting estimated spray coverage area and/or GPS data of coverage area for the invoice.

149  
**IV. PROGRAM LANDS**

150 Program lands are generally organized into approximately 1,000 to 3,000 acre blocks referred to as a  
151 habitat complex. There are nine habitat complexes distributed across the project area, containing most  
152 of the land (**Appendix D; Figure 1**). There are two non-complex wetland sites and two non-complex OCSW  
153 sites that have been associated with a complex. Additionally, There are five stand-alone OCSW sites. For  
154 the purposes of this contracting process, the OCSW sites have been split into east and west groupings.  
155

156 The following sections of the scope of work provide specific information about each habitat complex:  
157

158  
**Plum Creek Complex**

159 *Contractors should be aware of the following points:*

160

- 161 1. Plum Creek Complex is located less than one mile to the south of Interstate 80 between the towns of  
162 Lexington and Overton, NE.
- 163 2. Plum Creek complex is approximately 1,119 acres, contains 4 tracts of land and is 2 miles long with  
164 most of the land located on the south side of the Platte River (**Figure 2**).
- 165 3. There is one wetland Tract 2012004 (DeBoer), approximately 100 acres, located near the complex to  
166 the southwest.
- 167 4. There is ~100-acre OCSW site located on Tract 2024001 (OSG\_Lex Pit) to the SW of the Lexington I-80  
168 interchange.
- 169 5. There is a 21-acre OCSW site located in the middle of Tract 2009003 (Dyer sandpit).

170  
**Cottonwood Ranch Complex**

171 *Contractors should be aware of the following points:*

172

- 173 1. Cottonwood Ranch Complex is located less than one mile to the south of Interstate 80 between the  
174 towns of Overton and Elm Creek, NE.
- 175 2. Cottonwood Ranch complex is approximately 3,903 acres contains 4 tracts of land and is 5 miles long  
176 with most of the land located on the south side of the main channel of the Platte River (**Figure 3**).
- 177 3. There is one wetland Tract 2013001 (Leihs), approximately 153 acres, located near the complex to the  
178 northwest.

181 4. There is a 17-acre OCSW site (Mt. Cottonwood) and a 5-acre island with the main channel located in  
182 the middle of Tract 2008002.

183 **Water Tracts**

184 *Contractors should be aware of the following points:*

187 1. Water tracts are located less than one mile to the south of Interstate 80 between the towns of  
188 Overton and Elm Creek, NE.  
189 2. There are 2 tracts of land approximately 154 acres located on the south side of the Platte River (**Figure**  
190 **4**).

191 **Elm Creek Complex**

193 *Contractors should be aware of the following points:*

195 1. Elm Creek Complex is located less than 1/4 mile to the south of Interstate 80 between the towns of  
196 Elm Creek and Odessa, NE.  
197 2. Elm Creek complex is approximately 1,142 acres, contains 5 tracts of land and is two miles long with  
198 three tracts being located on the north side of the Platte river and the others are located on the  
199 south side of the Platte River (**Figure 5**).

201 **Pawnee Complex**

202 *Contractors should be aware of the following points:*

204 1. The Pawnee Complex is located less than 1/4 mile to the south of Interstate 80 between the towns of  
205 Odessa and Kearney, NE.  
206 2. The Pawnee complex is approximately 1,004 acres, contains four tracts of land and is three miles long.  
207 Two tracts are located on the south side of the Platte River, and one is on the north side (**Figure 6**).  
208 3. There is a 17-acre OCSW site located at Tract 2024001 (Broadfoot Kearney South).

210 **Fort Kearny Complex**

211 *Contractors should be aware of the following points:*

213 1. The Fort Kearny Complex is located less than 1/4 mile to the south of Interstate 80 and is located  
214 between 2 channels of the Platte River between the town of Kearney, NE and Highway 10.  
215 2. The Fort Kearny complex is approximately 1,929 acres, contains 7 tracts of land and is seven miles  
216 long (**Figure 7**).  
217 3. There is a 28-acre of OCSW site located at Tract 2009008 (Broadfoot Newark Sandpit).

219 **Clark Island Complex**

220 *Contractors should be aware of the following points:*

222 1. The Clark Island Complex is located less than 1/4 mile to the south of Interstate 80 and is located  
223 between the towns of Gibbon, NE and Shelton, NE.  
224 2. The Clark Island complex is approximately 776 acres, contains 1 tract of land and is two miles long  
225 (**Figure 8**).

227 **Shoemaker Island Complex**

228 *Contractors should be aware of the following points:*

229

230 1. Shoemaker Island Complex is located less than 1/2 mile to the south of Interstate 80 between two  
231 channels of the Platte River between the towns of Wood River, NE and Alda, NE.

232 2. Shoemaker Island complex is approximately 1,249 acres, contains 4 tracts of land and is seven miles  
233 long (**Figure 9**).

234 3. There is a 16-acre OCSW site located in the middle of East Tract 2011001 (Leaman) and a 6-acre OCSW  
235 site located on Tract 2011002 (Alda sandpit).

236 **Chapman Complex**

237 *Contractors should be aware of the following points:*

238

240 1. Chapman Complex is located three miles south of Highway 30 within the main channel of the Platte  
241 River between the towns of Phillips, NE and Chapman, NE.

242 2. Chapman Complex is approximately 1,138 acres, contains 3 tracts of land and is five miles long (**Figure**  
243 **10**).

244 3. There is a 9-acre MCA island on Tract 2020001 (Robinson).

245 **OCSW Bare Ground West**

246 *Contractors should be aware of the following points:*

247

249 1. OCSW Bare Ground West tracts are located to the south of Interstate 80 between the towns of  
250 Lexington and Kearney, NE.

251 2. OCSW Bare Ground West contains 4 sites and is approximately 143 acres, approximately 32 acres of  
252 overbank spraying along channel, and approximately 1.5 acres of parking areas on various tracts  
253 (**Figure 11**).

254 **OCSW Bare Ground East**

255 *Contractors should be aware of the following points:*

256

258 1. OCSW Bare Ground East tracts are located to the south of Interstate 80 between Highway 10- I-80  
259 interchange and the town of Grand Island, NE.

260 2. OCSW Bare Ground East contains 6 tracts of land is approximately 71 acres, approximately 16 acres  
261 of overbank spraying along channel, in-channel MCA islands approximately 10 acres, and  
262 approximately 1 acre of parking areas on various tracts (Figure 12).

263

264 ***NOTE: DETAILED MAPS AND/OR SHAPEFILES WILL BE AVAILABLE AFTER ANNUAL PLANNING/REVIEW  
265 AT THE BEGINNING OF EACH YEAR.***

266

267 **V. BID ITEMS**

268 Contractors will submit per-hour rate for labor and equipment and chemical cost mark up as a percentage.  
269 Contractor compensation will be based on the number of hours of labor and equipment used and the  
270 quantity of herbicides used to complete the work at each site.

**VI. FIELD AND OFFICE EQUIPMENT**

Potential Contractors will own or acquire all field and office equipment and software required to provide chemical application services.

**VII. CONTRACT TERMS**

The selected Contractor (s) will be retained by:

Nebraska Community Foundation  
PO Box 83107  
Lincoln, NE 68501

The Contractor will be subject to (but not limited to) the following contract terms:

Certification/Training Requirements: All contractors must meet or exceed Nebraska Department of Agriculture herbicide commercial spraying certification and training requirements. Drone applicators must meet or exceed FAA Remote pilot certification (Part 107 Unmanned Aircraft license) training and requirements.

Insurance Requirements: If awarded, Contractor shall represent and guarantee that all employees, agents, servants or representatives of Contractor, and all employees, agents, servants, or representatives of sub-contractors are covered by insurance as required by Nebraska Statute. Prior to entering into contract with PRRIP, contractor shall furnish PRRIP with certificates of insurance, naming PRRIP as named or additional insured without waiving any defense of sovereign immunity or increasing the limits of PRRIP's liability in excess of Nebraska State Statute for item (3) below, providing evidence that contractor has in full force and effect the following minimum insurance with insurers authorized to do business in the State of Nebraska. The certificate(s) of insurance shall also provide that PRRIP shall be notified in writing by the carrier at least 30 days prior to any cancellation of said insurance. Insurance requirements include:

1. **General Liability Insurance** – Contractor's insurance shall include 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 \$2,000,000 aggregate and \$1,000,000 per occurrence.
2. **Business Automobile Liability Insurance** – Contractor shall maintain automobile liability insurance in an amount not less than \$1,000,000 per occurrence.
3. **Workers' Compensation and Employers' Liability Insurance** – Contractor's insurance shall include "Stop Gap" coverage in an amount not less than \$500,000 per employee for each accident and disease.
4. **Professional Liability Insurance** – Contractor's insurance shall include a liability limit of not less than \$1,000,000 per claim.

**VIII. SUBMISSION REQUIREMENTS**

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

Instructions for Submitting Bids



319 One original bid document supporting documentation must be submitted by mail or email to Tim Tunnell  
320 *no later than 5:00 PM Central Time Friday, March 6, 2026*. A bid is late if received after that time and will  
321 not be considered. Bids should be submitted to:

322  
323 Tim R. Tunnell, Land Coordinator  
324 Platte River Recovery Implementation Program  
325 4111 4<sup>th</sup> Avenue, Suite 6  
326 Kearney, NE 68845  
327 [tunnellt@headwaterscorp.com](mailto:tunnellt@headwaterscorp.com)

328  
329 Questions regarding the information contained in this RFB should be submitted by **email only** (no phone  
330 calls) to Tim Tunnell at [tunnellt@headwaterscorp.com](mailto:tunnellt@headwaterscorp.com). A list of compiled Contractor questions and  
331 responses will be maintained on the Program web site ([www.PlatteRiverProgram.org](http://www.PlatteRiverProgram.org)) in the same  
332 location as this RFB solicitation.

333  
334 **RFB Schedule**  
335 The ED Office expects to complete the selection process and award the work by approximately **March 6, 2026**. The following table represents the RFB schedule:  
336

Description	Date	Time (Central)
Issue RFB	January 16, 2026	NA
Mandatory pre-bid meeting	February 13, 2026	10:00 AM
Last day for respondents to submit questions regarding the RFB	February 20, 2026	12:00 PM
Bids due from respondents	March 6, 2026	5:00 PM
Evaluation of bids	March 3, 2026 - March 11, 2026	
Award of Work	On or around March 12, 2026	
Start of Work	Approximately April 1	
Completion of Work	Approximately November 30	

337  
338  
339 **Pre-Bid Meeting**  
340 A **mandatory** pre-bid meeting of interested parties will be held on **February 13, 2026** from 10:00 to 11:00  
341 a.m. Central Time via conference call/ virtual meeting or in person at the PRRIP Conference room for the  
342 purpose of familiarizing the respondents with the work scope and requirements included herein before  
343 submitting a response to this RFB. The PRRIP conference room is located in the Eagle Nest Plaza at 4111  
344 4<sup>th</sup> Avenue, Suite 6 in Kearney, NE 68845. Please email Tim Tunnell ([tunnellt@headwaterscorp.com](mailto:tunnellt@headwaterscorp.com)) for  
345 the conference call dial-in information or virtual meeting link and provide a list of people from your  
346 party expected to join in the pre-bid meeting by 12:00 p.m. central time on **February 11, 2026**.

347  
348 It is the Contractor's responsibility, while at the pre-bid meeting/conference call, to ask questions  
349 necessary to understand the RFB so the respondent can submit a bid that is complete and in accordance  
350 with RFB requirements. There shall be no minutes distributed by the ED Office regarding the meeting.

351  
352 **Bid Content**  
353 Bids must include the following forms and additional documentation:



354

355 1) **Part I: General Information** – complete attached form.

356 2) **Part II: Habitat Complex** – complete attached form.

357 3) **Part III: Labor/Equipment Cost Rate & Herbicide Markup** – complete attached form.

358 4) **Part IV: Equipment Available To Complete Work** – complete attached form.

359 5) **Part V: References** – complete attached form.

360 6) **Additional Documentation Required: Certificates** – include copies with bid. Nebraska Department of

361 Agriculture herbicide commercial spraying license.

362 7) **Additional Documentation Required: Certificates** – include copies with bid. Drone applicators shall

363 provide FAA Remote Pilot Certificate (Part 107 Unmanned Aircraft license).

364 8) **Additional Documentation Required: Description of Insurance** – include with bid. Proof of insurance

365 will be required before a contract is issued. Minimum insurance requirements are described in Section

366 VII.

367 9) **Additional Documentation Required: Affirmative Statement** – certify that neither the firm nor the

368 principals of the firm are on the federal suspended and disbarred list. A DUNS<sup>1</sup> and SAM<sup>2</sup> number are

369 required to assist in verification.

370 10) **Additional Documentation Required: Certificate of Good Standing** The Contractor shall provide a

371 Certificate of Good Standing<sup>3</sup> from the relevant Secretary of State office prior to performing work.

372

373

374 *Criteria for Evaluating Bids*

375 Bids will be evaluated and Contractors selected based on the following principal considerations:

376

377 1. Bid price.

378 2. Equipment availability.

379 3. References.

380 4. Certificate copies.

381 5. Insurance and affirmative statement.

382 6. Certificate of Good Standing.

383

384 The winning bid(s) will be selected to best meet overall project objectives. Should the successful

385 Contractor(s) be unable at any time to accomplish the work they have been contracted for or meet any of

386 the requirements or standards listed in this Bid, the next ranked Contractor may be contacted to provide

387 the required work.

388 *Award Notice*

389 After completing the evaluation of all bids, the Program will select a Contractor(s) based on bid selections

390 for work. If the Program is unable to negotiate a mutually satisfactory contract with any Contractor for

391 any portion of the scoped work, it may, at its sole discretion, award the work to another qualified

392 Contractor cancel and/or reissue a new RFB for work not successfully under contract.

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<sup>1</sup> <https://www.dnb.com/duns-number.html>

<sup>2</sup> <https://federalcontractorregistry.com/>

<sup>3</sup> <https://sos.nebraska.gov/business-services/corporate-and-business>

396 **Program Perspective**

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

404

405 By submitting a bid in response to this solicitation, Contractors understand and agree that any selection  
406 of a Contractor or any decision to reject any or all responses or to establish no contracts shall be at the  
407 sole discretion of the Program. To the extent authorized by law, the Contractor shall indemnify, save, and  
408 hold harmless the Nebraska Community Foundation, the states of Colorado, Wyoming, and Nebraska, the  
409 Department of the Interior, members of the GC, and the ED Office, their employees, employers, and  
410 agents, against any and all claims, damages, liability, and court awards including costs, expenses, and  
411 attorney fees incurred as a result of any act or omission by the Contractor or its employees, agents, sub-  
412 Contractors, or assignees pursuant to the terms of this project. Additionally, by submitting a bid, the  
413 Contractor agrees that they waive any claim for the recovery of any costs or expenses incurred in  
414 preparing and submitting a bid.

415

416 **IX. BID RESPONSE FORMS**

417 The following forms are required to be submitted as part of all Contractor bids, in addition to completing  
418 and including in the bid the additional documentation described above.

**PART I: GENERAL INFORMATION**

\*Parts I-V below are required for a complete bid.

1 2 3 Company Name:	Office Number 1:	Office Number 2:
Mailing Address:	City, State, Zip Code:	
Physical Address:	City, State, Zip Code:	
Name of Contact:	Cell Number:	E-mail Address:
Business Type:		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Consolidated Company		
Status:		
<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor		
Federal Tax ID #: _____		
DUNS #: _____		
SAM #: _____		
4 5 6 7 8 9 10 11 Number of Employees (at peak):	Age of Firm:	Insurance Limit:

DATE: \_\_\_\_\_

APPLICANT COMPANY: \_\_\_\_\_

APPLICANT PRINT NAME: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_



1  
2 **PART II: HABITAT COMPLEX**  
3 *Identify on which Habitat Complex (s) & Herbicide Application Service (s) Contractor is bidding by placing*  
4 *an X:*

Habitat Complex	Noxious Weed Control	Brush/ Phragmites Control	Bare Ground-Veg Control
Plum Creek Complex			
Cottonwood Ranch Complex			
Water Tracts			
Elm Creek Complex			
Pawnee Complex			
Fort Kearny Complex			
Clark Island			
Shoemaker Island Complex			
Chapman Complex			
<b>Non-Complex Wetland:</b>			
Tract 2012004- DeBoer (Plum Creek)			
Tract 2013001- Leihs (Cottonwood)			
<b>Non-Complex OCSW West:</b>			
Tract 2020002- OSG Lex			
Tract 2009003- Dyer (Plum Creek)			
Tract 2008002- Mt. Cottonwood (Cottonwood)			
Tract 2010002- Broadfoot South (Pawnee)			
<b>Non-Complex OCSW East:</b>			
Tract 2009008- Broadfoot Newark			
Tract 2011001- East Leaman			
Tract 2011002- Alda pit			

**PART III: LABOR/ EQUIPMENT COST RATE & HERBICIDE MARKUP**

The Contractor is required to submit unit prices for all **available** equipment below:

Item No.	Labor & Equipment <sup>3</sup>	Unit	Unit Price
001	Spray Truck Application	HR	\$ _____
002	ATV Application	HR	\$ _____
003	UTV/Argo Application	HR	\$ _____
004	Airboat Application	HR	\$ _____
005	Drone Application	HR	\$ _____
006	Drone off of Airboat	HR	\$ _____
007	other_____	HR	\$ _____
008	other_____	HR	\$ _____
009	Chemical Cost Markup <sup>4</sup> :	Yes/ No	_____ %

5

<sup>3</sup> Per-hour rate for chemical application equipment, mobilization and labor required to complete the work.

<sup>4</sup> Chemical will be reimbursed based on use and mark-up.



1

**PART IV: EQUIPMENT AVAILABLE TO COMPLETE WORK**

2

Quantity	Item (Description, Size, Capacity. Etc.)	Present Location

3

4 GPS Capability? Yes/No      Brand of Unit \_\_\_\_\_

5

6 Preferred Chemical for Bare Ground:

7

8 \_\_\_\_\_

9

10 \_\_\_\_\_

11

12 \_\_\_\_\_

13

14 Preferred Chemical for Noxious Weeds:

15

16 \_\_\_\_\_

17

18 \_\_\_\_\_

19

20 \_\_\_\_\_

21

22 Preferred Chemical for Brush/ Phragmites/ Cattail:

23

24 \_\_\_\_\_

25

26 \_\_\_\_\_

27

28 \_\_\_\_\_

**PART V: REFERENCES**

1  
2  
3 (Names/address/telephone of three clients who can attest to your experience as it relates to the  
4 services you are proposing.)  
5  
6 FIRM NAME: \_\_\_\_\_  
7 CONTACT PERSON: \_\_\_\_\_  
8 ADDRESS: \_\_\_\_\_  
9 TELEPHONE: \_\_\_\_\_  
10 EMAIL: \_\_\_\_\_  
11  
12  
13 FIRM NAME: \_\_\_\_\_  
14 CONTACT PERSON: \_\_\_\_\_  
15 ADDRESS: \_\_\_\_\_  
16 TELEPHONE: \_\_\_\_\_  
17 EMAIL: \_\_\_\_\_  
18  
19  
20 FIRM NAME: \_\_\_\_\_  
21 CONTACT PERSON: \_\_\_\_\_  
22 ADDRESS: \_\_\_\_\_  
23 TELEPHONE: \_\_\_\_\_  
24 EMAIL: \_\_\_\_\_

## APPENDIX A

### Nebraska Noxious Weeds

- Saltcedar (*Tamixia spp.*)
- Purple Loosestrife (*Lythrum salicaria L.*)
- Phragmites (*Phragmites australis*)
- Leafy Spurge (*Euphorbia esula L.*)
- Canada Thistle (*Cirsium arvense L.*)
- Musk Thistle (*Carduus nutans L.*)
- Plumless Thistle (*Carduus acanthoides*)
- Spotted (*Centaurea stoebe*) and Diffuse (*Centaurea diffusa*) Knapweed
- Japanese (*Fallopia japonica*), Giant (*Fallopia sachalinensis*) and Bohemian (*Fallopia bohemica*) Knotweed
- Sericea Lespedeza (*Lespedeza cuneata*)

## **APPENDIX B**

### Nebraska Invasive Weed Watch List

Invasive Plants Watch List: Mixedgrass Prairie Ecoregion (Adams, Boyd, Buffalo, Custer, Dawson, Franklin, Frontier, Furnas, Gosper, Greeley, Hall, Harlan, Hayes, Hitchcock, Howard, Kearney, Keya Paha, Nuckolls, Phelps, Red Willow, Sherman, Valley, Webster)

### Future Invasive Species:

Giant reed	<i>Arundo donax L.</i>
Oriental bittersweet	<i>Celastrus orbiculatus</i>
Water hyacinth	<i>Eichhornia crassipes</i>
Hydrilla	<i>Hydrilla verticillata</i>
Brittle naiad	<i>Najas minor</i>
Giant salvinia	<i>Salvinia molesta</i>

## Priority Species:

Amur maple	<i>Acer ginnala</i>
Russian knapweed	<i>Acroptilon repens</i>
Garlic mustard	<i>Alliaria petiolata</i>
Australian beardgrass (Caucasian bluestem)	<i>Bothriochloa bladhii</i> ( <i>Andropogon bladhii</i> )
Cutleaf teasel	<i>Dipsacus laciniatus</i>
European alder-buckthorn	<i>Frangula alnus</i>
Japanese honeysuckle	<i>Lonicera japonica</i> , <i>morrowii</i> , <i>morrowii</i> x <i>tatarica</i> (also Morrow, Showy Fly)
Eurasian water-milfoil	<i>Myriophyllum spicatum</i>
Sulphur cinquefoil	<i>Potentilla recta</i> L.
Yellow-flag Iris	<i>Iris pseudacorus</i>

## **APPENDIX C**

**PRRIP Chemical Management Form**  
**(Must Accompany Invoice for Payment)**

Date \_\_\_\_\_

Complex \_\_\_\_\_ Tract \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Contract Company Name \_\_\_\_\_ Licensed Supervisor Name \_\_\_\_\_

### Weather Conditions:

Wind Speed: \_\_\_\_\_ mph      Wind Direction: \_\_\_\_\_      Temperature: \_\_\_\_\_ °F

### Weather (Circle)

Sunny      Partly Cloudy      Cloudy      Rain      Cloud Cover: \_\_\_\_\_ %

Control Target (s) (Circle)

Bare Ground Thistle Leafy Spurge Phragmites Purple Loosetrife Tree/Brush \_\_\_\_\_

Comments:

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Digitized by srujanika@gmail.com

## Comments

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Digitized by srujanika@gmail.com

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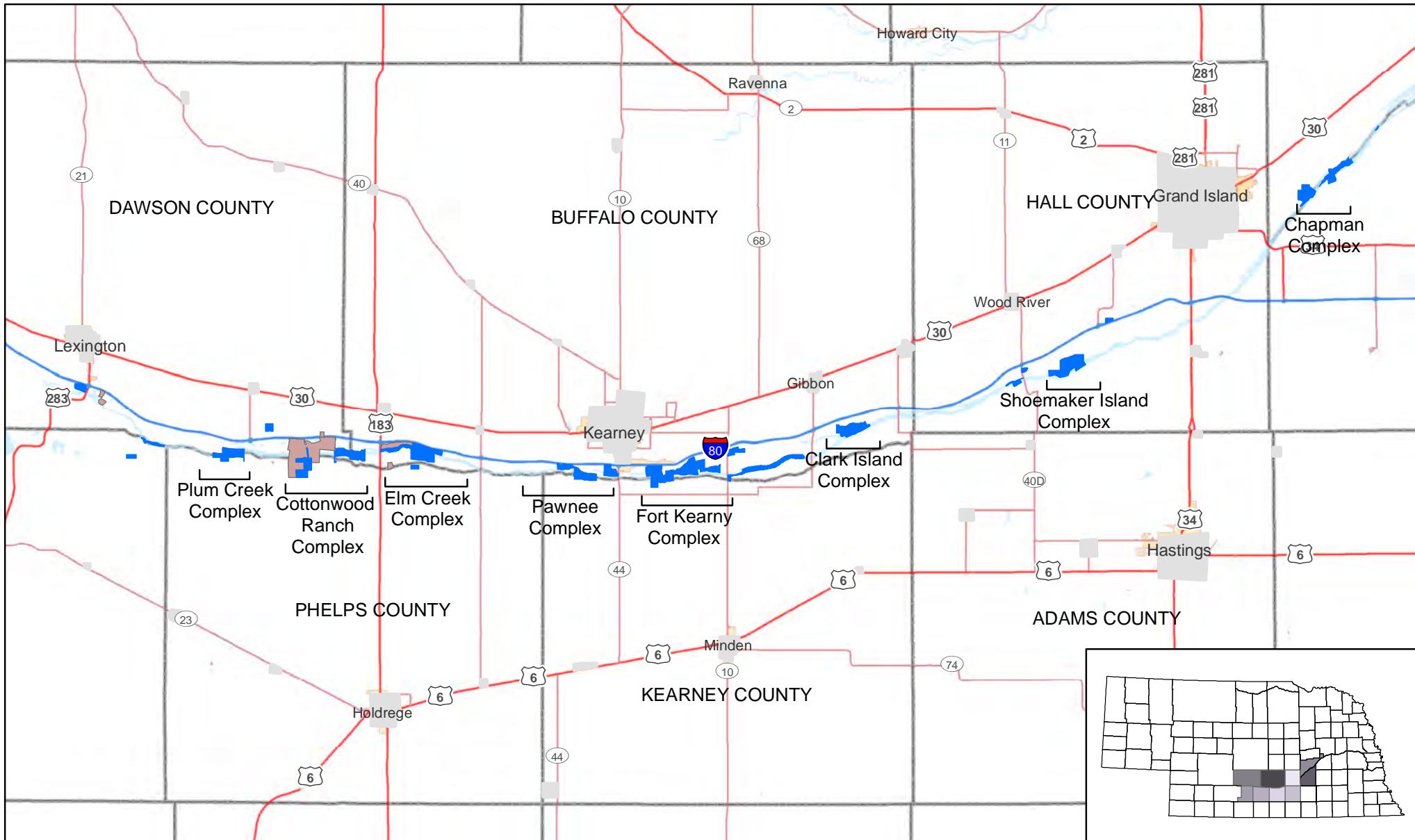
Digitized by srujanika@gmail.com

Identify Coverage Area on Map/ Provide GPS data:



1  
2  
3

**APPENDIX D**  
**Figures 1-12 (12 pages)**



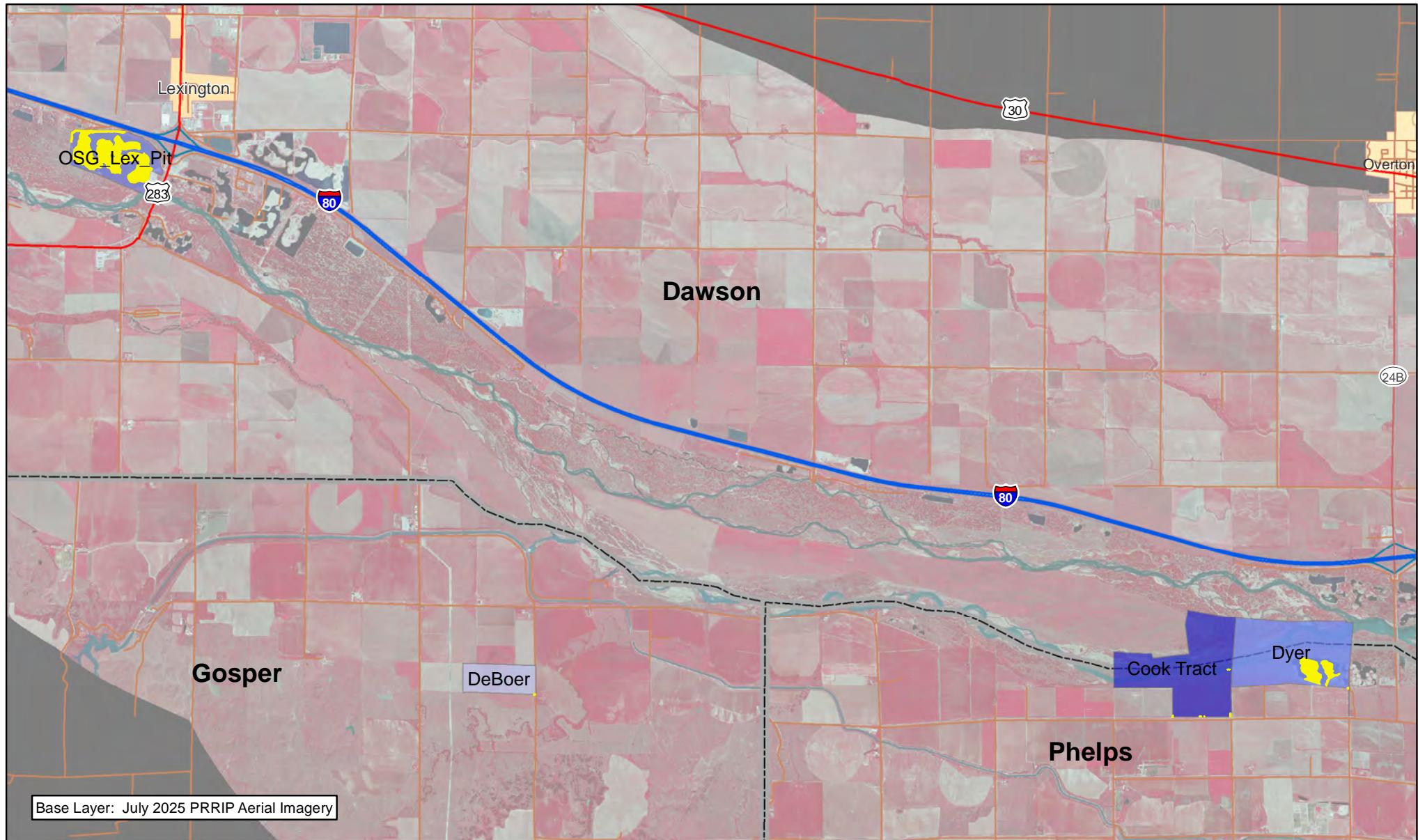
**Legend**  
**Property Boundary**  
█ PRRIP  
█ NPPD  
█ Water Tracts



PRRIP  
HABITAT  
COMPLEXES

20 Miles

Figure 1



#### Legend

County

Preemergent Application Areas

#### PRRIPTtractNum

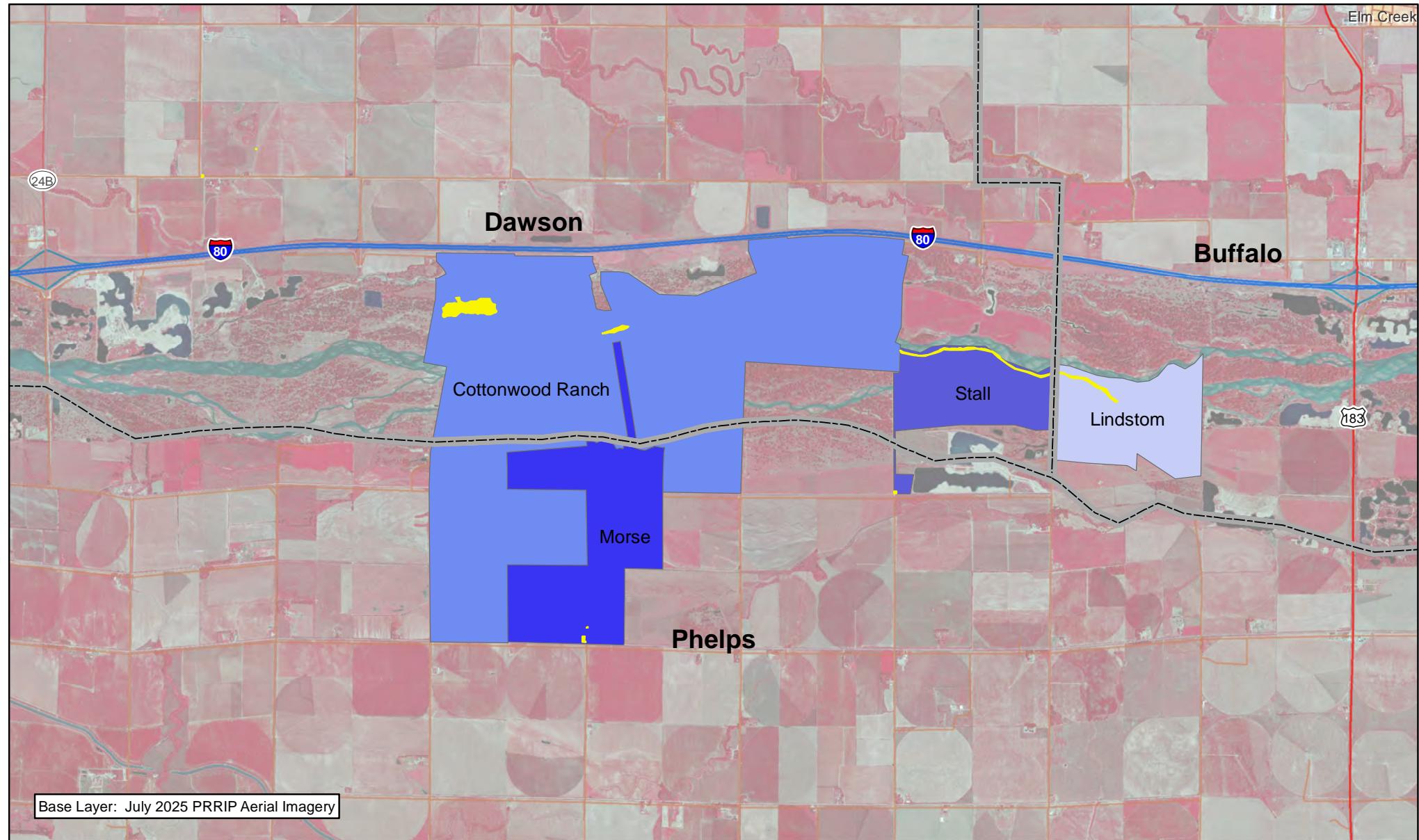
- 2009003
- 2009007
- 2012004
- 2020002



PLUM CREEK COMPLEX

1.5

Figure 2



## Legend

County

## Preemergent Application Areas

### PRRIPTTractNum

2008002

2009006

2010001

PLATTE RIVER  
RECOVERY IMPLEMENTATION PROGRAM

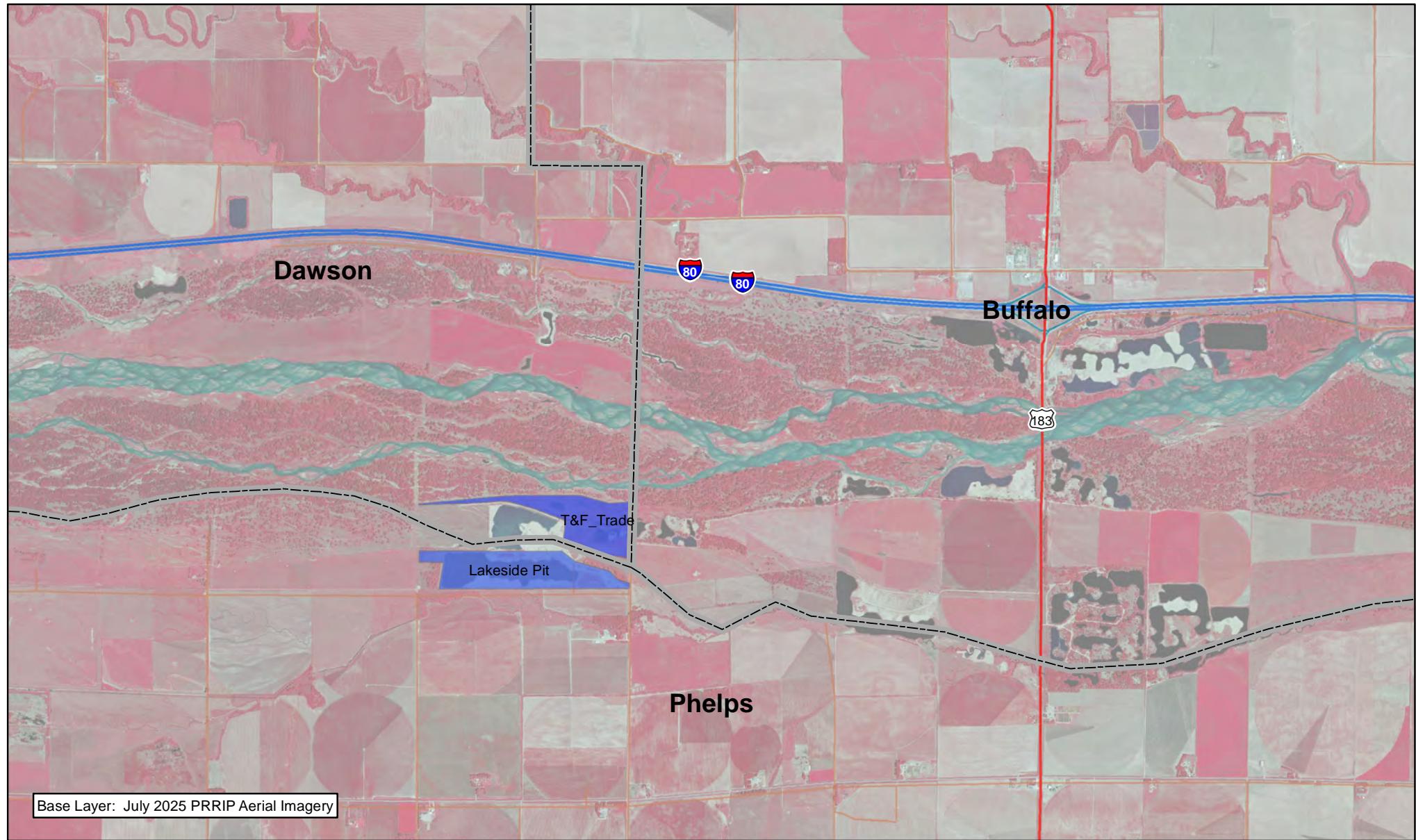


1

Miles

# COTTONWOOD RANCH COMPLEX

Figure 3

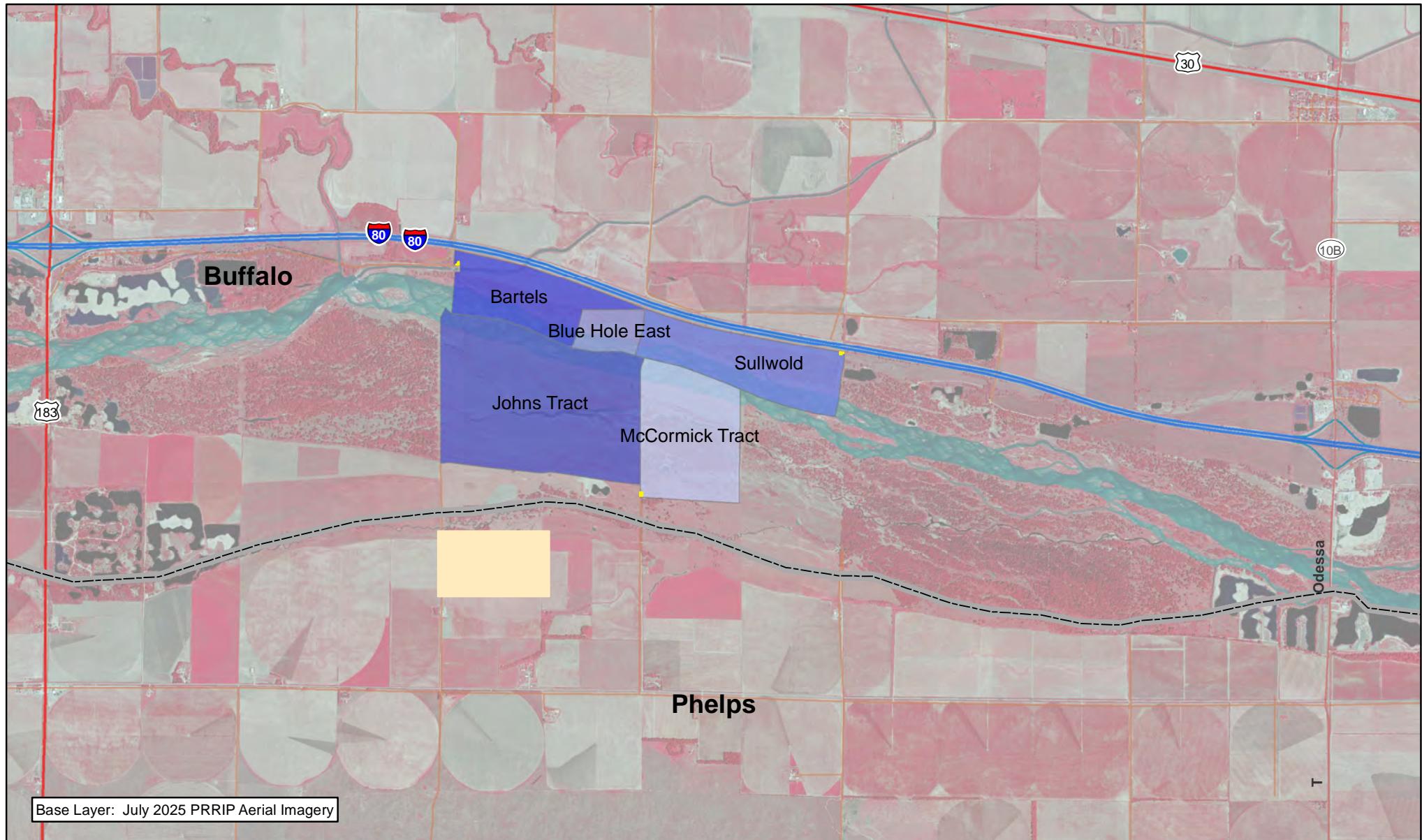


1

Miles

Water Tracts

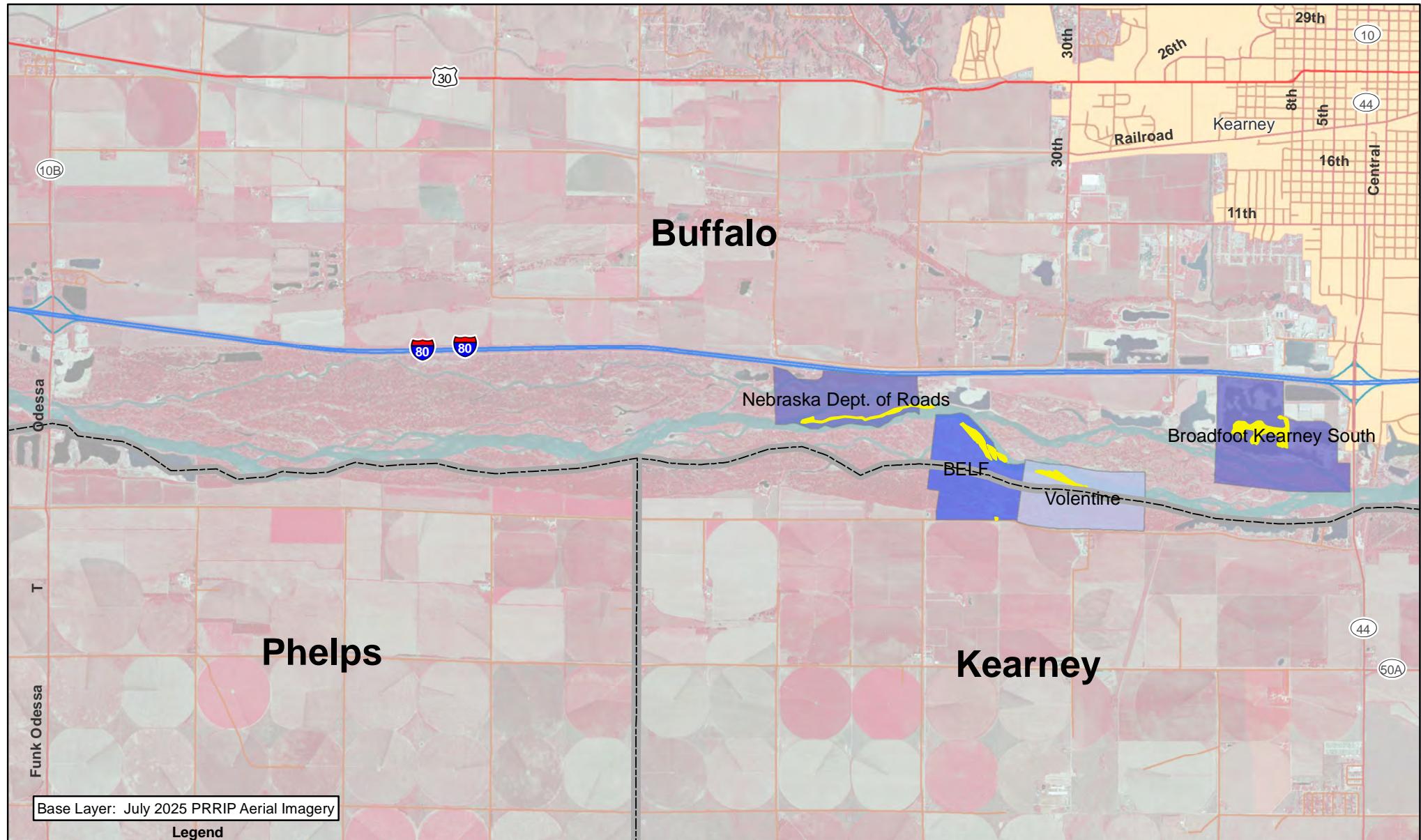
Figure 4



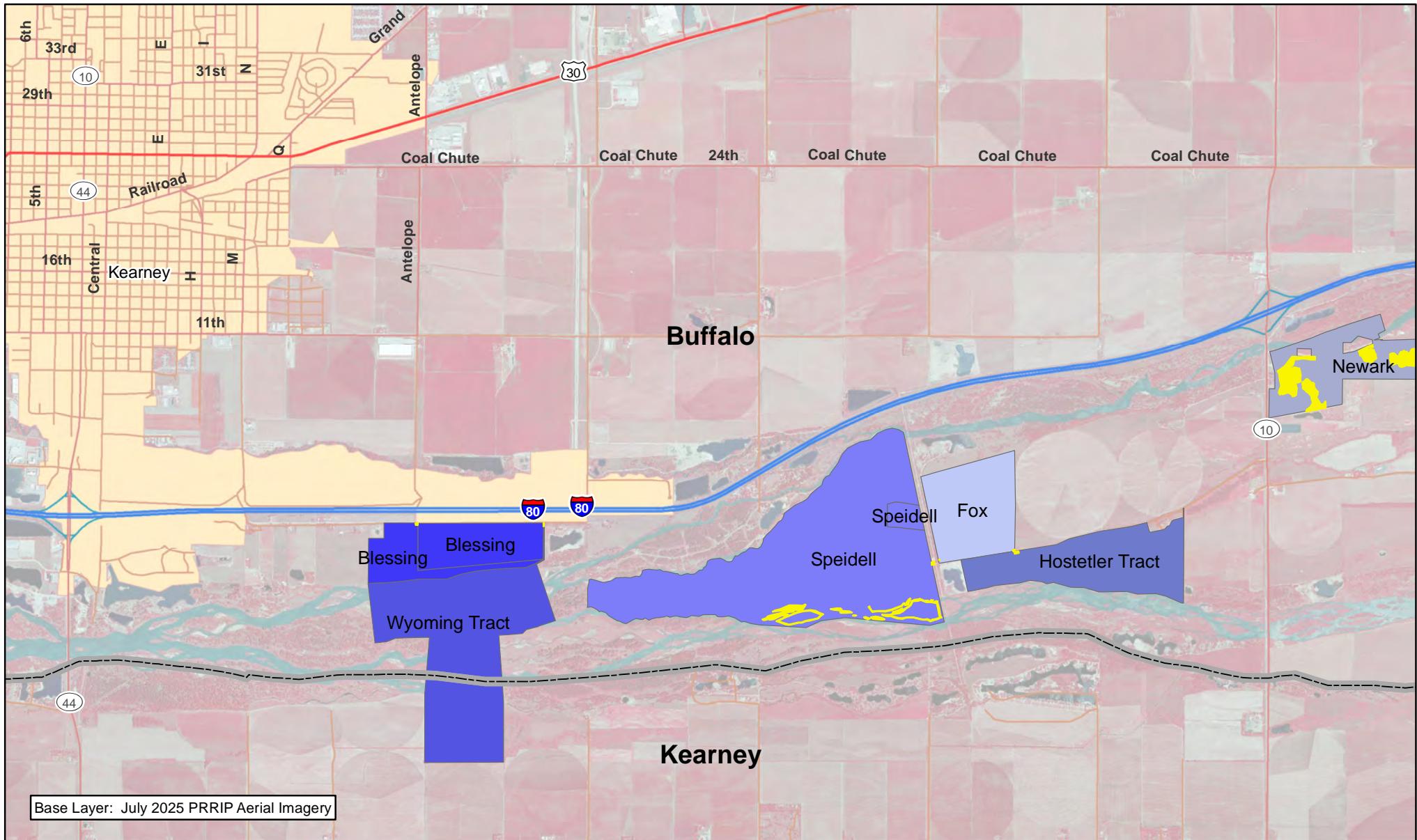
2

Miles

Figure 5



PAWNEE  
COMPLEX



Legend

- County
- Preemergent Application Areas

PRRIPTractNum

- 2008001
- 2009001
- 2009004
- 2009008
- 2012003
- 2015001

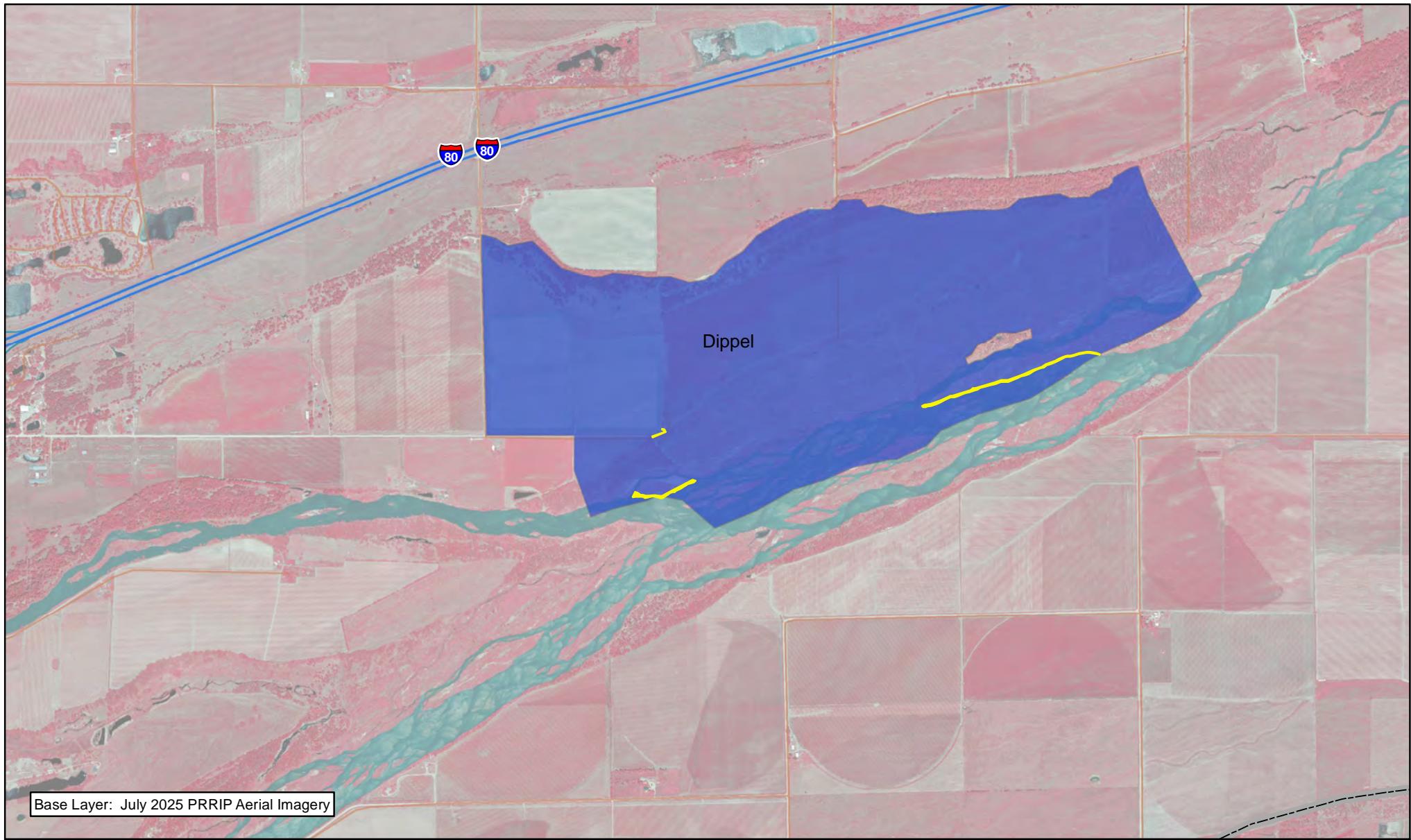


FORT KEARNY  
COMPLEX

2

Miles

Figure 7



Legend



Preemergent Application Areas

PRRIPTractNum

2018001



PLATTE RIVER  
RECOVERY IMPLEMENTATION PROGRAM

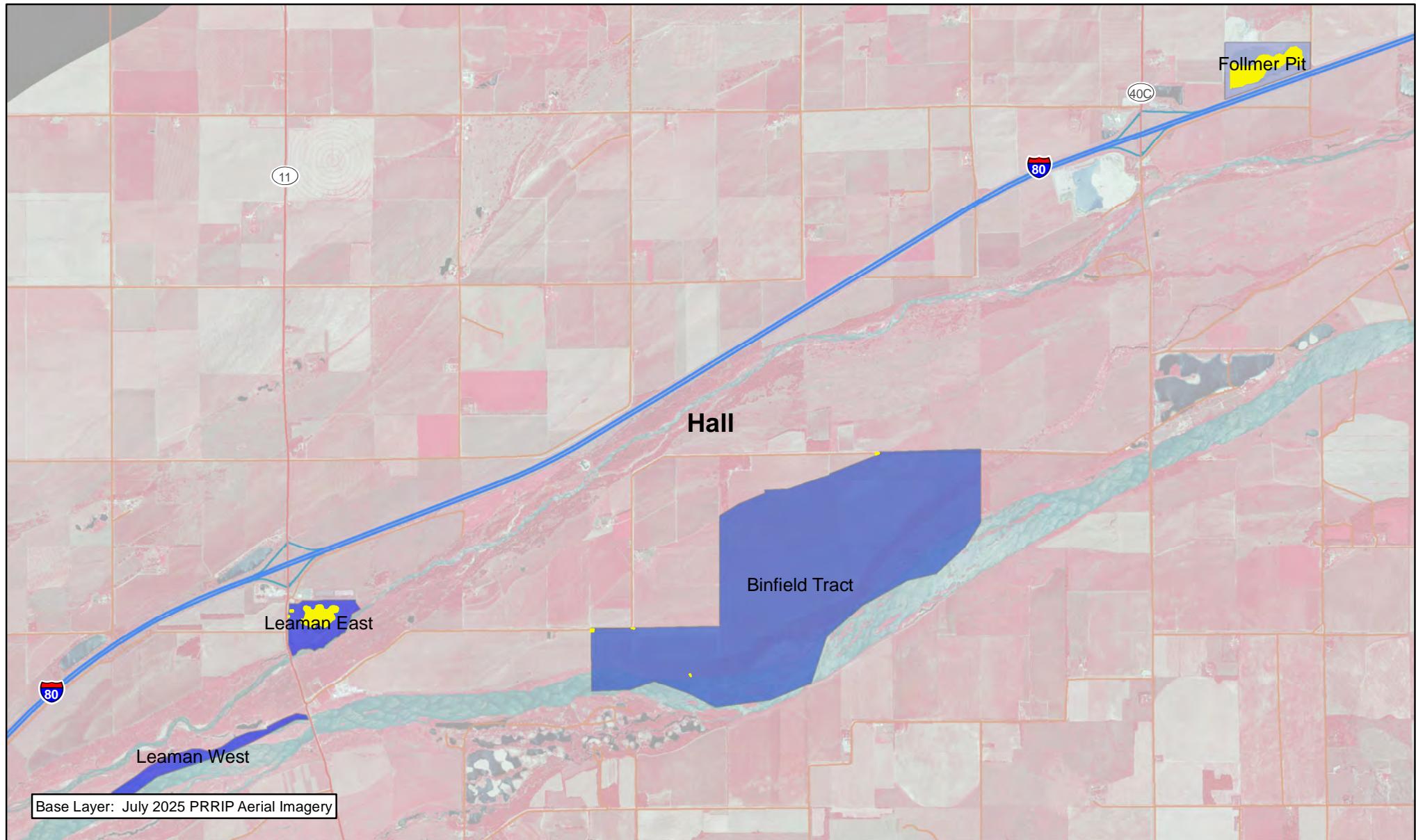


1

Miles

CLARK ISLAND  
COMPLEX

Figure 8



Legend



Preemergent Application Areas

PRRIPTractNum

2010004

2011001

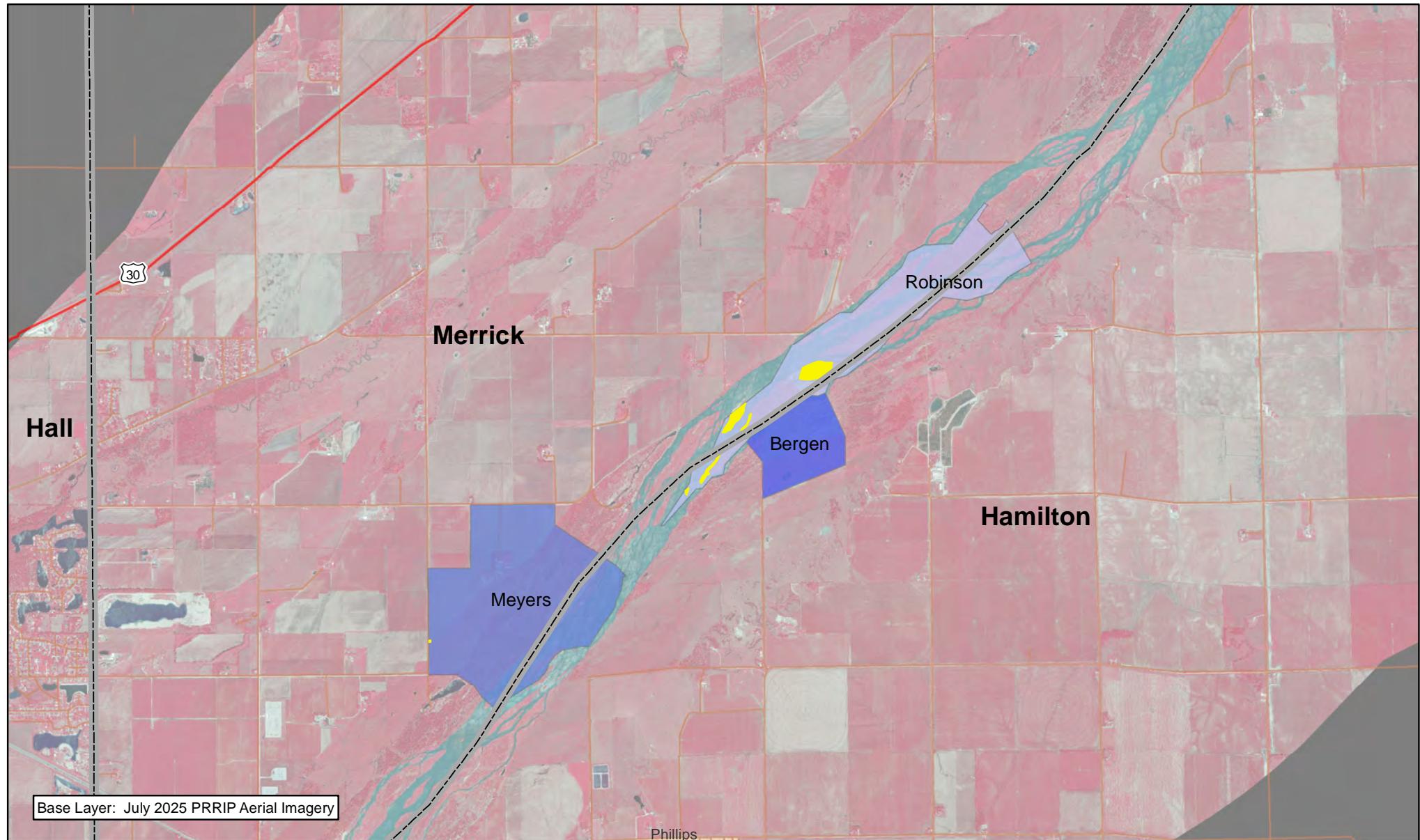
2011002



SHOEMAKER ISLAND  
COMPLEX

1.5 Miles

Figure 9



Legend



County

Preemergent Application Areas

PRRIPTractNum

2019001

2020001

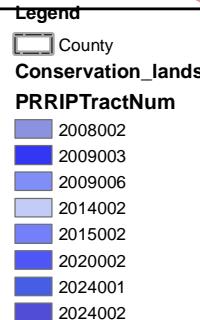
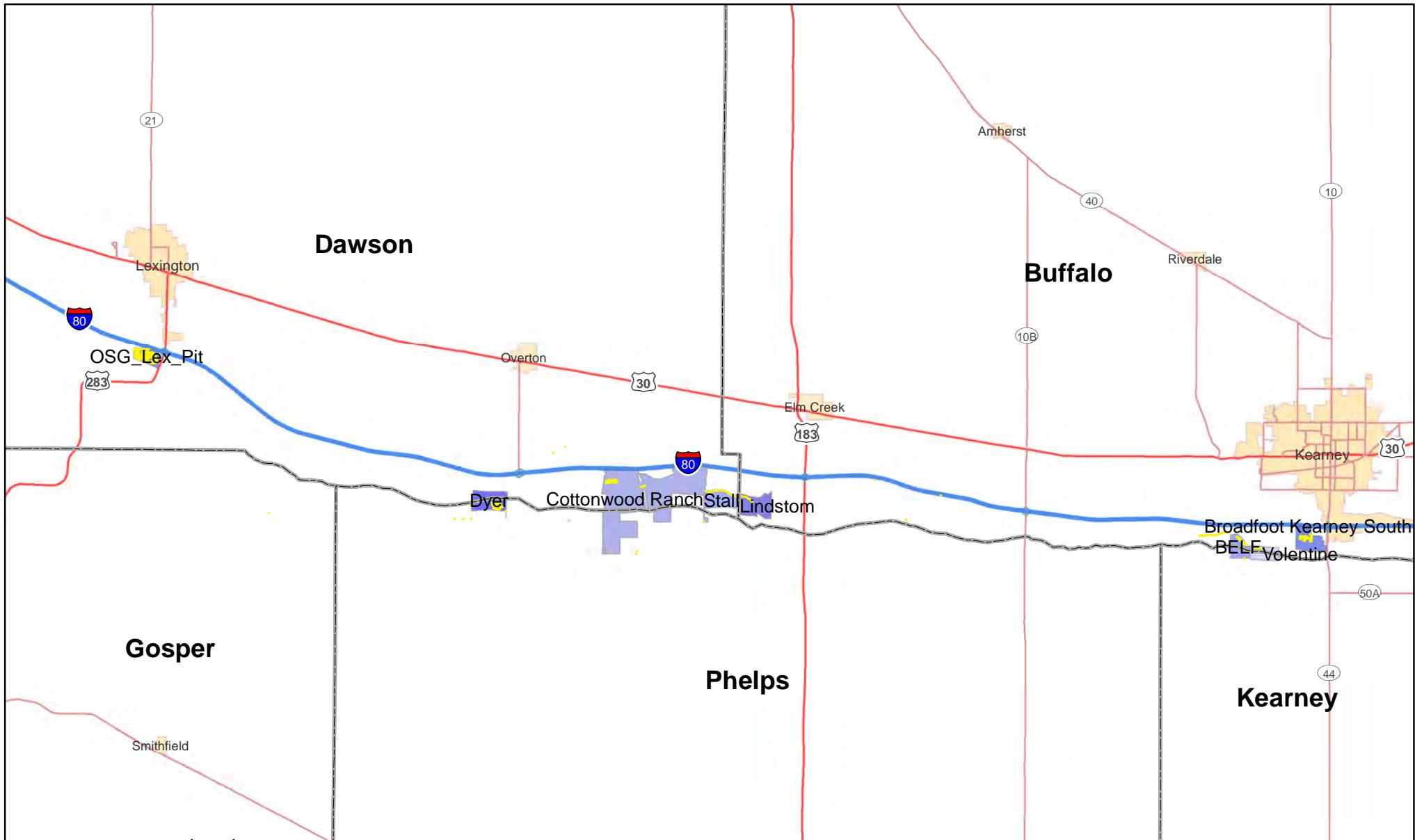
2021001



CHAPMAN  
COMPLEX

1.5 Miles

Figure 10

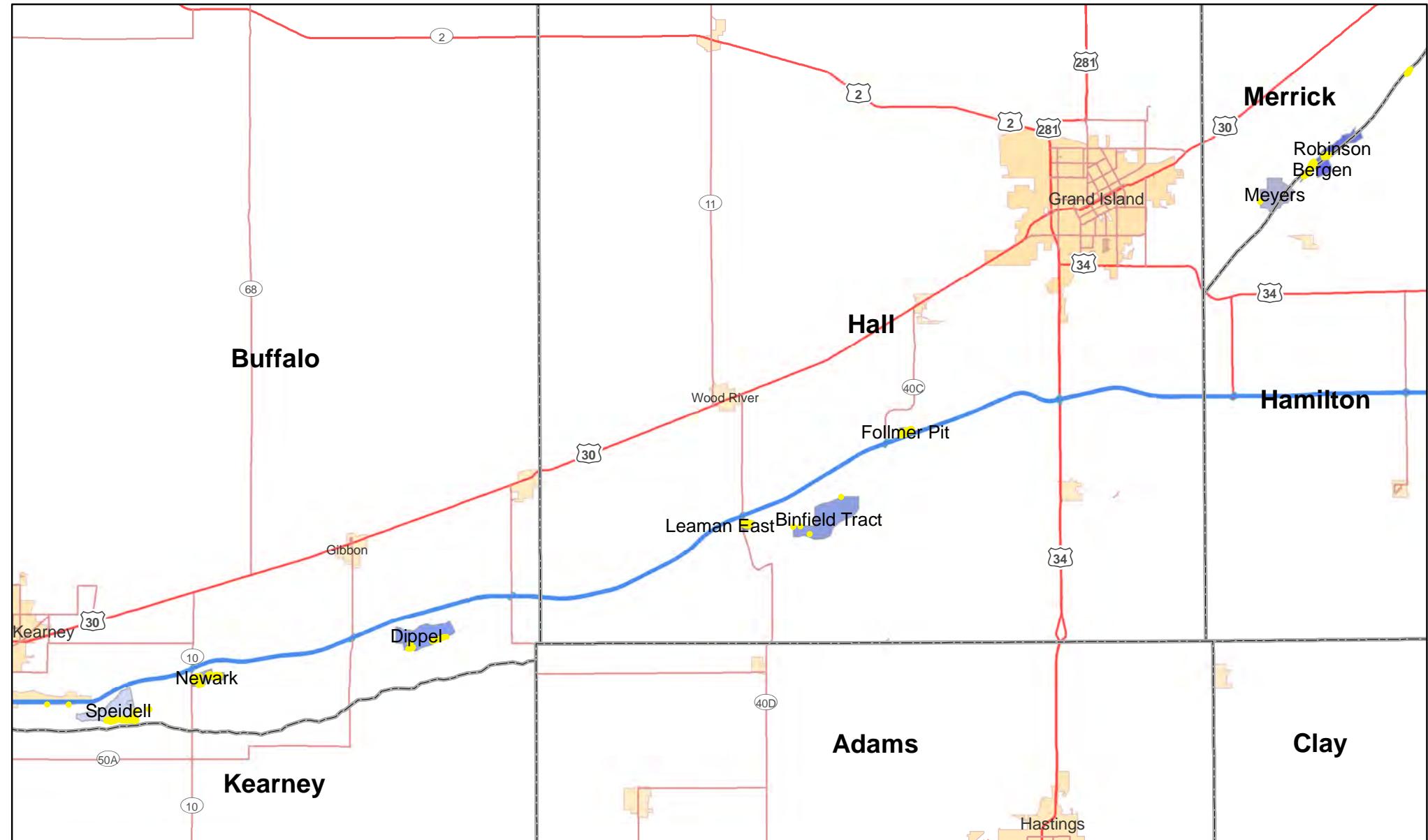


OCSW BARE GROUND  
WEST

10

Miles

Figure 11



Miles

Figure 12



## Appendix E – Standard Contract Form

## PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM SMALL CONSTRUCTION AND HABITAT RESTORATION PROJECT CONTRACT

1. **Parties.** This Professional Services Contract is made and entered into by and between Nebraska Community Foundation (“NCF”), representing all signatories to the Platte River Recovery Implementation Program (the “Program”), and \_\_\_\_\_ (“Contractor”).
2. **Purpose of Contract.** The purpose of this Contract is to allow NCF, acting as the fiscal agent for the Governance Committee (GC) of the Program, to retain the Contractor to render certain 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 designee the authority to administer this Contract.
3. **Description of Work.** The Contractor agrees to furnish all labor, material, and equipment necessary or incidentally required to perform and complete all services in accordance with the associated plans and specifications (the “Work”) detailed in **Exhibit A – Work Solicitation**.
4. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The Work will be substantially completed on or before **DATE** and ready for final payment on or before **DATE**. 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 all Parties, to be valid.

**5. Payment.**

**NOTES TO USER:** Use the first version of Paragraph A for lump sum contracts with no unit price items. Use the second version of Paragraph A for unit price contracts. Include any lump sum work in unit price contracts as a single item number with a unit quantity of 1. Delete the paragraph not used. Verify that prices listed here match those submitted with the proposal.

**A. Lump Sum.** Owner shall pay Contractor in accordance with the Contract, the lump sum amount of **\$[Contract Price]** for all Work.

-or-

**A. Unit Price.** Owner shall pay Contractor in accordance with the Contract at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price



Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
<b>Total of all extended prices for Estimated Quantities of Work</b>					<b>\$</b>

Total contract price for work shall not exceed **\$[Contract Price]**. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities will be measured by the Program. Total contract price is controlling and is a ceiling price that contractor exceeds at its own risk.

**B. Billing Procedures.** The Contractor shall send invoices for services performed for the various tasks outlined in **Exhibit A** to the ED Office. Invoices shall include all services and costs accrued by Contractor since the last invoice. The Program's Executive Director, upon receiving the invoice, will review and advance the invoice to the Bureau of Reclamation who will advise NCF of approval. NCF will make payment of these funds directly to the Contractor within 30 days of receiving notice of approval. Payments are due within 60 days of the billing date.

**C. Withholding of Payment.**

- (i) The ED Office will recommend reductions in payment (set-offs) which, in the opinion of the ED Office, are necessary to protect NCF or Program from loss because the Work is defective and requires correction or replacement.
- (ii) NCF is entitled to impose set-offs against payment based on any claims that have been made against NCF on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

**D. Final Inspection and Payment.** Upon written notice from Contractor that the Work is complete, the ED Office will promptly make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work, or an agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

**6. Responsibilities of Contractor.**

**A. Personnel and Supervision.** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as

may be necessary to perform the Work in accordance with the Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Services, Materials, and Equipment.** Unless otherwise specified in the Contract, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in **Exhibit A**.
- C. Subcontractors and Suppliers.** Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to the Program. 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.
- D. Licenses, Fees and Permits.** Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract.
- E. Safety.** Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract or to the acts or omissions of NCF, Program, or ED Office and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- F. Warranties or Guarantees.** Contractor warrants and guarantees to NCF that all Work will be in accordance with the Contract and will not be defective. Program, Project Engineer/Manager, its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- G. Correction Period.** If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.



**H. 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.



## **7. Responsibilities of NCF and Program.**

- A. Designated Representative.** The Executive Director 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 rendered under 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. Supervision of Work.** The NCF, Program, and ED Office shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. NCF, Program, and ED Office will not be responsible for Contractor's failure to perform the Work in accordance with the Contract.
- D. Safety.** While at the Site, NCF, Program, and ED Office's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which NCF, Program, and ED Office have been informed.

## **8. Special Provisions.**

- A. Work Hours Near Eagle Roost.** From December 15 to February 15 and within a 0.25 mile area around a known eagle roost, site activity should occur beginning no earlier than one (1) hour after sunrise and finishing no later than one hour (1) before sunset to minimize disturbance of the roost.
- B. Work Hours During Whooping Crane Migration.** With respect to work occurring in or within 0.25 miles of the Platte River channel between the dates March 6 and April 29, or October 9 and November 15, the Contractor will not begin work until one of the following requirements has been met each day: 1) The Contractor observes the airplane conducting whooping crane surveys during their daily fly-over the construction zone without circling back to verify a whooping crane sighting; or 2) it is at least one (1) hour after sunrise and the Contractor has confirmed there are no whooping cranes or large white birds in the construction zone; or 3) the ED Office has confirmed the lack of whooping cranes in the construction zone. If the Contractor has any suspicion or question as to whether a whooping crane is present, he will not start work until a positive identification can be made by the ED Office or the bird(s) leave by their own accord. The Contractor will contact the Project Engineer/Manager anytime there may be a whooping crane in the construction zone. Between these same dates, the Contractor must conclude work no later than two (2) hours before sunset and equipment must be staged at a location more than 0.25 miles from, or visually screened from, the channel.



- C. 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.
- D. 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 ED Office.
- 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 in **Exhibit B – Certification Regarding Lobbying**, incorporated by reference as part of this Contract. The Contractor shall execute such Certification at the time of executing this Contract.

#### **9. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract that are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument and signed by the 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 Contractor shall not use this Contract, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the Program.
- D. Audit; Access to Records.** The Program, NCF, and any of their representatives shall have access to any books, documents, papers, and records of the Contractor that are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the Program or NCF, provide to NCF, the Program, or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with NCF or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.



**E. Availability of Funds.** Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Program. If funds are not allocated and available for the continuance of the services performed by the Contractor, 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 Contractor 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 Contractor shall cooperate fully with other Contractors and the Program in all such cases.

**G. Certificate of Good Standing.** The Contractor shall provide a Certificate of Good Standing from the relevant Secretary of State office prior to performing work under this Contract, to be incorporated by reference into this Contract as **Exhibit C – Contractor Certificate of Good Standing**.

**H. Compliance with Law.** The Contractor 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 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 that 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 an adversarial proceeding against the Program, its signatories, boards, commissions, or the NCF, or initiating suits in equity.

**K. Entirety of Contract.** This Contract 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, pandemics, 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 NCF, 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, NCF, 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 that 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 NCF or the Program, or to incur any obligation of any kind on the behalf of NCF or the Program. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to NCF, 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. Insurance Coverage.** The Contractor's relevant Certificate of Insurance shall be provided to the Program and incorporated by reference into this Contract as **Exhibit D – Contractor Certificate of Insurance**. The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and provided the corresponding certificate noting such coverages:

- (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 Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.
- (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' advance written notice. This Contract may be terminated immediately for cause if the Contractor fails to cure its performance in accordance with the terms of this Contract within seven (7) days after receiving notice from the Program. In the

event of a termination, the Program shall pay Contractor for all reasonable work performed up to the effective date of the termination. 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.

**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.

**Z. Survival.** The parties' obligations under sections 9.D. (Audit/Access to Records), 9.S. (Insurance Coverage), and 9.U. (Termination of Contract) will survive the termination of this Contract.

## **10. Contacts.**

### **For the Foundation:**

Jason D. Kennedy, Chief Financial & Administrative Officer  
Nebraska Community Foundation  
PO Box 83107  
Lincoln, Nebraska 68501-3107  
Phone: (402) 323-7330  
Email: [jkennedy@nebcommfound.org](mailto:jkennedy@nebcommfound.org)  
FEIN: 47-0769903

### **For the Contractor:**

CONTACT NAME  
TITLE  
CONTRACTOR NAME  
ADDRESS 1  
ADDRESS 2  
ADDRESS 3  
PHONE:  
EMAIL:  
FEIN:  
DUNS:



SAM Unique Entity ID:

**For the ED Office:**

NAME

TITLE

4111 4<sup>th</sup> Avenue

Kearney, NE 68845

Phone:

Email:

**11. 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:**

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Jason D. Kennedy

Date

Chief Financial and Administrative Officer

**CONTRACTOR:**

---

NAME

Date

TITLE

**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT**

I hereby certify that the Governance Committee of the Platte River Recovery Implementation Program (Program) has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Program, to enter into this Agreement.

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Jason M. Farnsworth

Date

Executive Director



1 **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)**  
2 **EXHIBIT A – Work Solicitation**



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## 1      **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)**

### 2      **EXHIBIT B – Certification Regarding Lobbying**

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

5      1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor,  
6      to any person for influencing or attempting to influence an officer or employee of any federal  
7      agency, a Member of Congress, an officer or employee of Congress, or an employee of a  
8      Member of Congress in connection with the awarding of any federal contract, the making of any  
9      federal grant, the making of any federal loan, the entering into of any cooperative agreement, or  
10     the extension, continuation, renewal, amendment, or modification of any federal contract,  
11     grant, loan, or cooperative agreement.

12     2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on  
13     behalf of the Contractor with respect to the federal grant or cooperative agreement under  
14     which the Contractor is receiving monies.

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

21     **FOR THE CONTRACTOR:**

22     \_\_\_\_\_  
23     \_\_\_\_\_  
24     \_\_\_\_\_  
25     NAME  
26     TITLE

27     \_\_\_\_\_  
28     \_\_\_\_\_  
29     \_\_\_\_\_  
30     Date



1 **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)**  
2 **EXHIBIT C – Contractor Certificate of Good Standing**



1 **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP -or- Program)**  
2 **EXHIBIT D – Contractor Certificate of Insurance**