

**ADDENDUM TWO to Contract Award
Invitation to Bid (ITB) 6744 OF
Terms and Conditions
Between
The State of Nebraska and Double Barrel Game Farm & Hatchery
For
Adult Pen Reared Rooster Pheasants to Nebraska Release Sites**

The following clauses listed in this Addendum Two of ITB 6744 OF, have been reviewed and agreed to between Double Barrel Game Farm & Hatchery "Contractor" and the State of Nebraska "State". This Addendum will become part of the Awarded Contract for Adult Pen Reared Rooster Pheasants to Nebraska Release Sites. The clauses of this Addendum shall supersede, prevail, and govern in the case of any inconsistencies with the clauses indicated in Sections II - VI of the ITB.

By signing this Addendum, the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses, and certifies Contractor maintains a drug free workplace environment:

- **Section VI, Subsection D, Number 3, page 23 states "In the event of Rooster morality during delivery to sites (if applicable) redelivery of birds will occur as determined by NGPC staff."**
 - Double Barrel agrees that if a bird arrives dead or sickly at any of the NGPC delivery sites NGPC will have the option to either:
 - Deduct the full price for each dead or sickly bird(s) from the corresponding invoice;
 - Redeliver a live bird that meets specifications for each dead or sickly bird(s) delivered to a site 75 miles from the Vendor but agreed upon by NGPC and the Vendor.
- **Section VI, Subsection D, Number 4, page 23 states "In the event that inclement weather or habitat conditions prevents one (1) or more sites from being conducive for release NGPC will coordinate with the awarded bidder(s) to re-distribute these Roosters to alternate sites as determined by NGPC."**
 - Double Barrel agrees that:
 - When inclement weather or habitat conditions prevents the delivery/deliveries of birds, either by Double Barrel or NGPC, either party will strive to give twenty-four (24) hours' notice of late delivery to the other party, but both parties shall recognize that this will not always be possible.
- **Section VI, Subsection K, Number 2, page 26 states "A signature on the "invoice/packing slip" does not indicate all items were received in good condition and/or that there is not possible hidden damage."**
 - Double Barrel agrees that each delivery shall consist of the following:
 - That Double Barrel's staff shall arrive at the respective delivery site(s) in their choice of delivery vehicle;
 - That Double Barrel's staff will be in charge of "unloading birds" from their choice of delivery vehicle and "will sign and validate the quality and quantity" of the birds delivered with one (1) or more NGPC staff members, and,
 - That the receiving and placing of the birds will be done by one (1) or more NGPC staff member(s).
- **Section VI, Subsection N, "NOTES/COMMENTS" Section, page 27:**
 - Double Barrel agrees that:
 - As long as the birds get to their destinations safely, soundly and in a timely fashion the type of transport used is at Double Barrel's discretion, but the type of transportation does not dictate where the birds will be unloaded. If a large truck or trailer is used, the destination of the birds does not change. For example: if the delivery location is Hickory Ridge WMA, three (3) miles East and two (2) miles South of Crab Orchard in Johnson County, NE and the closest your truck or trailer can get is one (1) mile East and one (1) mile South of Crab Orchard the delivery destination is still Hickory Ridge WMA, three (3) miles East and two (2) miles South of Crab Orchard in Johnson County, NE.

This Addendum and any attachments hereto will become part of the Awarded Contract. Except as set forth in this Addendum, the Awarded Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

DocuSigned by:
By: Amara Block
Name: Amara Block

Title: Chief Procurement Officer

Date: 3/2/2023

Contractor: Double Barrel Game Farm & Hatchery

DocuSigned by:
By: Dustin Chrisman
Name: Dustin Chrisman

Title: OWNER

Date: 3/2/2023