



**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
REQUEST FOR PROPOSALS (RFP)**

SUBJECT: Marketing Services in Association with Disposal of Excess Lands
REQUEST DATE: March 14, 2018
CLOSING DATE: March 30, 2018
POINT OF CONTACT: Bruce Sackett, Director of Acquisitions
Headwaters Corporation
Mobile: (402) 450-3527
sackettb@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 activities undertaken by the Program. The GC is comprised of one representative from each of the three states, three water user representatives, two representatives from environmental groups, and two members representing federal agencies. The GC named Jason Farnsworth to serve as the Program Executive Director (ED). Headwaters Corporation provides the staffing mechanism for the Program (ED, Deputy ED, and all Program staff), which is referred to as the Executive Director’s Office (EDO). EDO staff are located in Nebraska and Colorado and are responsible for 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 target species in the central Platte River. To date, approximately 12,500 acres have been acquired and are being managed by the EDO on behalf of the Program. Titles to Program lands are held by the Platte River Recovery Implementation Foundation (PRRIF) which is managed through and by the Nebraska Community Foundation, the Program’s Financial Management Entity. The purpose of this RFP is to solicit proposals from qualified Contractors to provide professional services in relation to the disposal of three excess Program land tracts. The selected Contractor will widely advertise the upcoming sale of the three properties, accept sealed bids for the sale of each property, and work with representatives of the PRRIF to handle all work related to real estate contracts and closing the sales.

II. WORK DESCRIPTION & SCOPE OF WORK

Work Description

The Program is requesting proposals from experienced Contractors to provide professional services in relation to the disposal of three excess Program land tracts. The performance period for this work will begin on April 1 and will end once the sale for each of the three land tracts closes.

Scope of Work

The selected Contractor will develop sale advertisements for each excess Program land tract with specific details to allow a potential buyer to bid on the purchase of one, two, or all three available lands. Advertisements will include dates of submission, contact information for obtaining final details for bid submission, required pre-bid submissions, and numbers to contact for further information or questions about the sale. Each of the three properties will be offered for sale under written bid proposals with the bid period



49 ending on Monday, April 30, 2018. *The Contractor will be solely responsible for advertising and will*
50 *NOT be responsible for activities associated with closing.*

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52 **III. PROJECT DESCRIPTION – EXCESS PROGRAM LAND TRACTS**
53 Three land tracts were deemed excess and approved for disposal by the Program’s Governance Committee
54 in December 2017:

- 55
- 56 • **Tract 1715** – 114 acres in Hall County Nebraska
- 57 • **Tract 1716** – 461 acres in Hall County Nebraska
- 58 • **Tract 1717** – 181 acres in Phelps County Nebraska
- 59

60 Maps for each tract can be found in **Attachment A** and a descriptive summary of each tract follows:

61
62 Tract 1715 – 114 acres Hall County: timbered peninsula located on blacktop highway U.S. 11 next to the
63 main channel of the Platte River on the south and a branch on the north side of this peninsula. An inholding
64 is in the center of the land with a new fence. The inholding has permission to cross from U. S. Highway 11
65 for access. It does not have Platte River bed title on the main channel. It does have access to the north
66 branch of the Platte River.

67
68 Tract 1716 – 461 acres Hall County: undulating grassland with access along Shoemaker Island gravel road.
69 North side of the land is a minor channel of the Platte River. Area is well-fenced.

70
71 Tract 1717 – 181 acres Phelps County: pastureland with associated bottomland including the historic south
72 channel of the Platte River. South boundary is a new fence. West side will have an access easement
73 remaining with the seller.

74
75 The EDO will coordinate with the selected Contractor during the development of marketing materials and
76 will provide additional detail related to the excess tracts as necessary.

77
78 **IV. CONTRACT TERMS**

79 The selected Contractor will be retained by:

80
81 Nebraska Community Foundation
82 PO Box 83107
83 Lincoln, NE 68501

84
85 Contracted services will be performed on a time and material not to exceed basis. Under the final contract,
86 written Notice to Proceed from the Executive Director will be required before work begins. All work will
87 be contingent on availability of Program funding.

88
89 **V. SUBMISSION REQUIREMENTS**

90 All interested parties having experience providing the services described in this RFP are requested to submit
91 a proposal.

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93 Instructions for Submitting Proposals

94 Proposals can be submitted either electronic or hard copy format. Details are below:

95



96 One electronic PDF copy of your proposal must be submitted via email to Bruce Sackett in the EDO
97 (sackettb@headwaterscorp.com) **no later than 12:00 PM Central Time on Friday, March 30, 2018**. The
98 proposal must be received by the deadline to be considered. Late proposals will not be accepted. It is the
99 responsibility of the Contractor to ensure the electronic version of the proposal is of adequate size to be
100 delivered via email.

101 Proposals should be addressed to:

102 Bruce Sackett
103 PRRIP Executive Director's Office
104 4111 4th Avenue, Suite 6
105 Kearney, NE 68845
106
107

108
109 Questions regarding the information contained in this RFP must be submitted by **email only** (no phone
110 calls) to Bruce Sackett (sackettb@headwaterscorp.com) no later than **5:00 pm Central Time on Friday,**
111 **March 23, 2018**. No questions on content can be submitted after this time. Questions and answers will be
112 shared with all interested parties through the Program website (www.platteriverprogram.org) in the same
113 location as this RFP solicitation. Questions and answers may be posted intermittently during the proposal
114 period but will be finalized and made available by **8:00 AM Central Time on Monday, March 26, 2018**.

115 Proposal Content

116 Proposals should respond to the following general topics:

- 117 1) **Executive summary:** Provide an overview of the project that condenses and highlights the contents of
118 the proposal in such a way as to provide a broad understanding of the Contractor's qualifications and
119 proposal approach.
- 120 2) **Project understanding:** Discussion that demonstrates the Contractor's understanding of the project's
121 purpose, key design elements, and constraints.
- 122 3) **Project approach:** Discussion of the Contractor's approach to providing the engineering design and
123 construction administration services detailed in this RFP. The proposal should include critical issues,
124 tasks, and other key considerations that formulated the approach detailed in the RFP. Please note: the
125 scope provided in this document was done so as general guidance and original thinking and/or
126 discussion of improvements to the approach/scope are welcome.
- 127 4) **Qualifications:** Discussion of the qualifications of the Contractor. The Contractor should include
128 relevant projects completed by the team, team organization, and resumes/qualifications and
129 responsibilities of the individuals on the team.
- 130 5) **Schedule:** Identify general schedule and critical issues for each of the tasks. As stated, the final
131 scope/schedule will be negotiated following the selection of the winning Contractor.
- 132 6) **Budget:** Provide an estimated budget based on the Contractor's approach. Include sub tasks and
133 descriptions, complete with labor rates, estimated hours and total costs. Please include assumptions.
134 This budget will be the basis for contract negotiation upon award of the project, once a final scope is
135 agreed to by the Contractor and the EDO.



- 143 7) **Conflict of interest statement:** Address whether any potential conflict of interest exists between this
144 project and other past or on-going projects, including any projects currently being conducted for the
145 Program.
146
- 147 8) **DUNS number:** Provide a statement affirming that the Contractor is NOT on the federal suspended
148 and disbarred list and provide Dun & Bradstreet (DUNS) number.
149

150 Criteria for Evaluating Proposals

151 The EDO will evaluate all proposals and select a Contractor based on the following principal
152 considerations:

- 153
- 154 1. The Contractor’s understanding of the project, including: goals, constraints, and general approach.
155
 - 156 2. The Contractor’s approach to meeting those objectives as detailed in the proposal. Budget will be a
157 consideration in this task (note: selection will not be made based solely on the Contractor’s budget, it
158 will simply be a key consideration).
159
 - 160 3. The Contractor’s qualifications and the relevant experience of the proposed project team members.
161 Specifically, prior experience with the advertisement and sale of Platte River land tracts.
162
 - 163 4. Clarity and content of the proposal.
164

165 **Award Notice**

166 After completing the evaluation of all proposals, the Program will select a Contractor. If the Program is
167 unable to negotiate a mutually-satisfactory contract with the selected Contractor, it may, at its sole
168 discretion, cancel and begin negotiations with another Contractor or reissue a new RFP.
169

170 **Program Perspective**

171 The GC has the sole discretion and reserves the right to reject any and all proposals received in response to
172 this RFP and to cancel this solicitation if it is deemed in the best interest of the Program to do so. Issuance
173 of this RFP in no way constitutes a commitment by the Program to award a contract, or to pay Contractor’s
174 costs incurred either in the preparation of a response to this RFP or during negotiations, if any, of a contract
175 for services. The Program also reserves the right to make amendments to this RFP by giving written notice
176 to Contractors, and to request clarification, supplements, and additions to the information provided by a
177 Contractor.
178

179 By submitting a proposal in response to his solicitation, Contractors understand and agree that any selection
180 of a Contractor or any decision to reject any or all responses or to establish no contracts shall be at the sole
181 discretion of the Program. To the extent authorized by law, the Contractor shall indemnify, save, and hold
182 harmless the Nebraska Community Foundation, the states of Colorado, Wyoming, and Nebraska, the
183 Department of the Interior, members of the Governance Committee, and the Executive Director’s Office,
184 their employees, employers, and agents, against any and all claims, damages, liability, and court awards
185 including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor or
186 its employees, agents, sub-contractors, or assignees pursuant to the terms of this project. Additionally, by
187 submitting a proposal, Contractors agree that they waive any claim for the recovery of any costs or expenses
188 incurred in preparing and submitting a proposal.



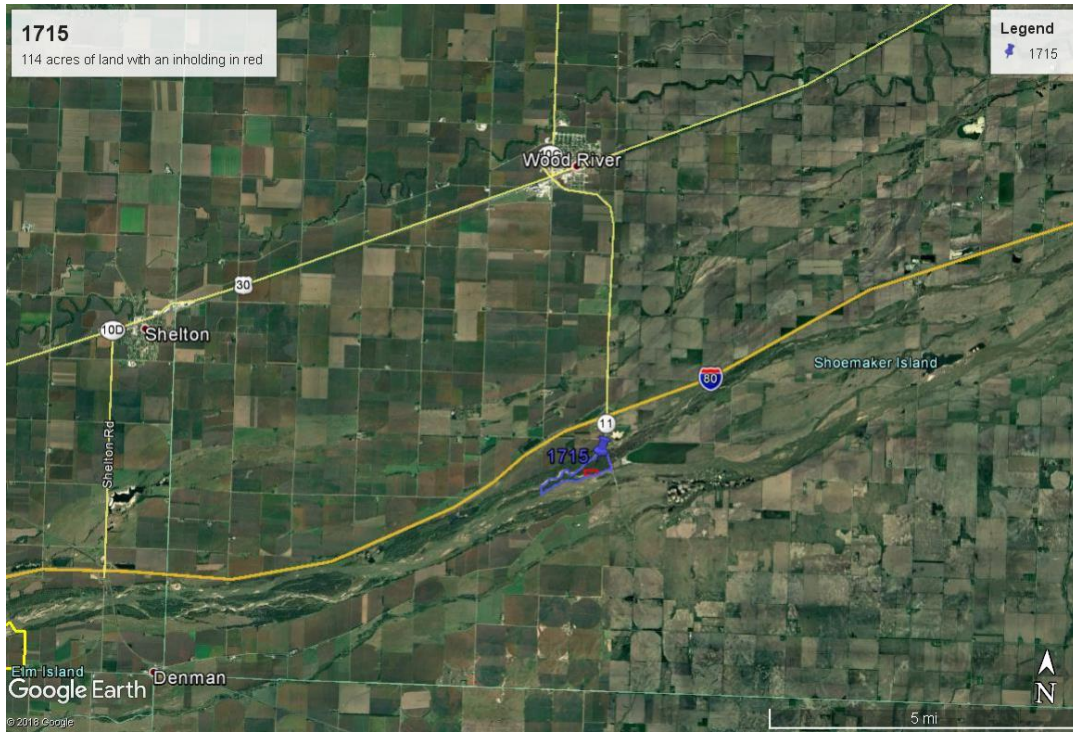
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Attachment A

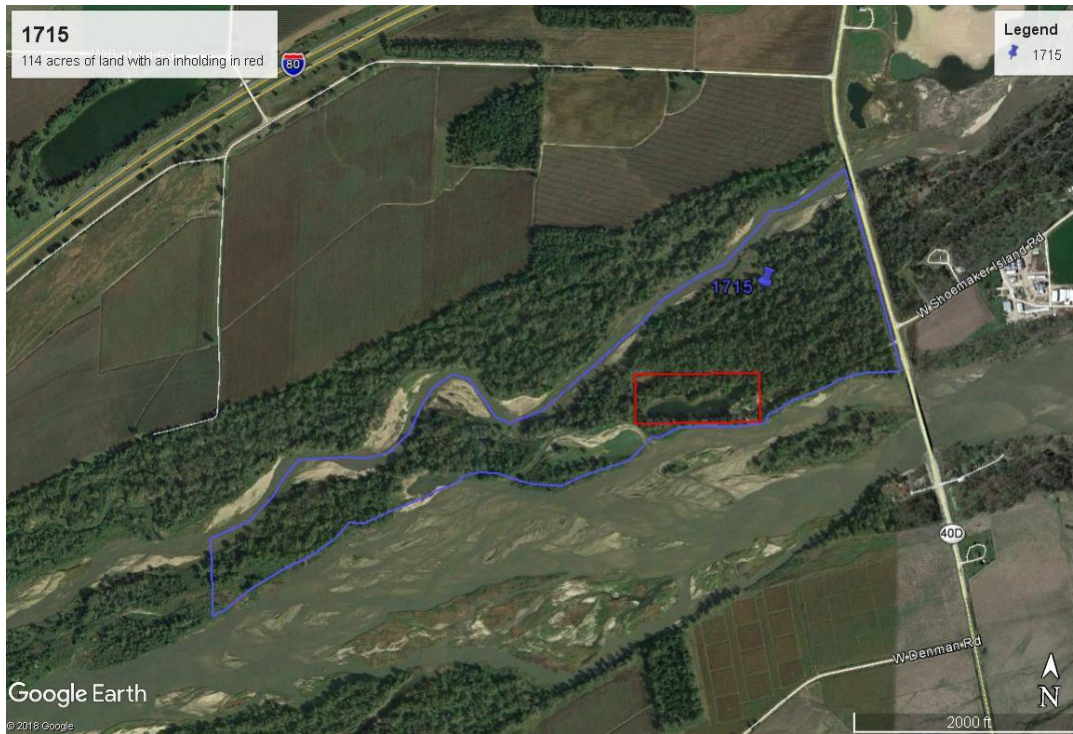
Excess Land Tract Maps

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Tract 1715



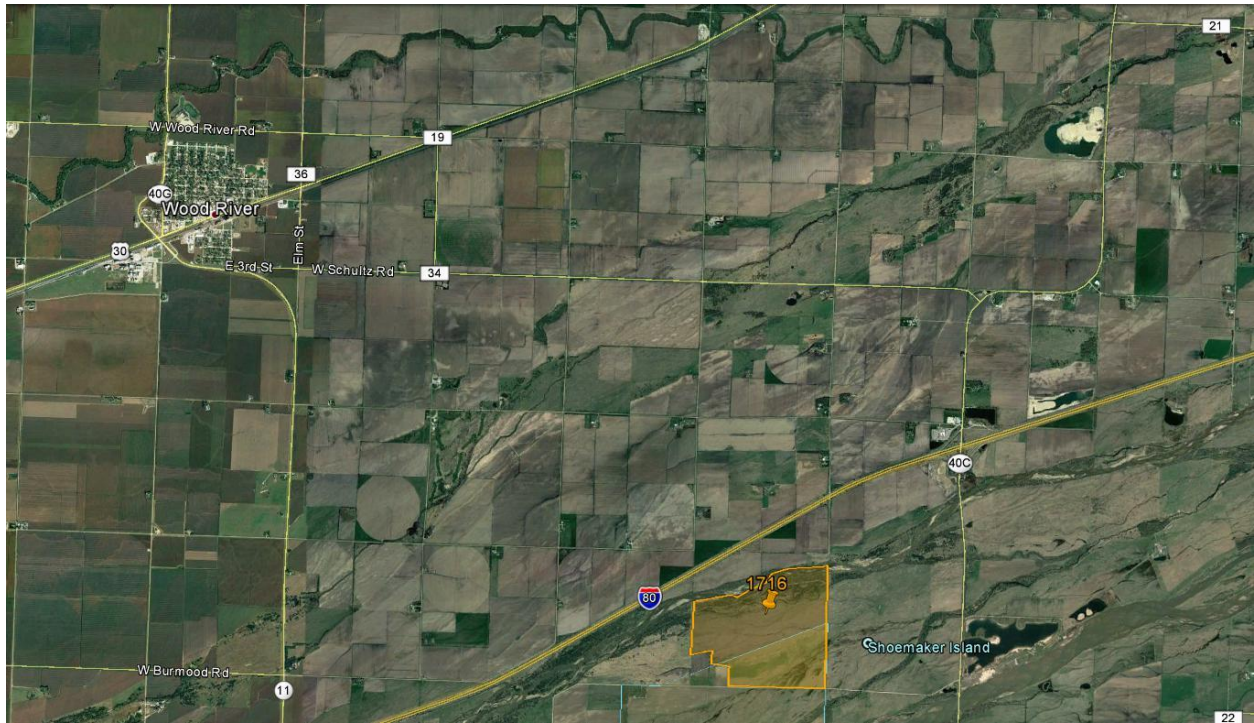
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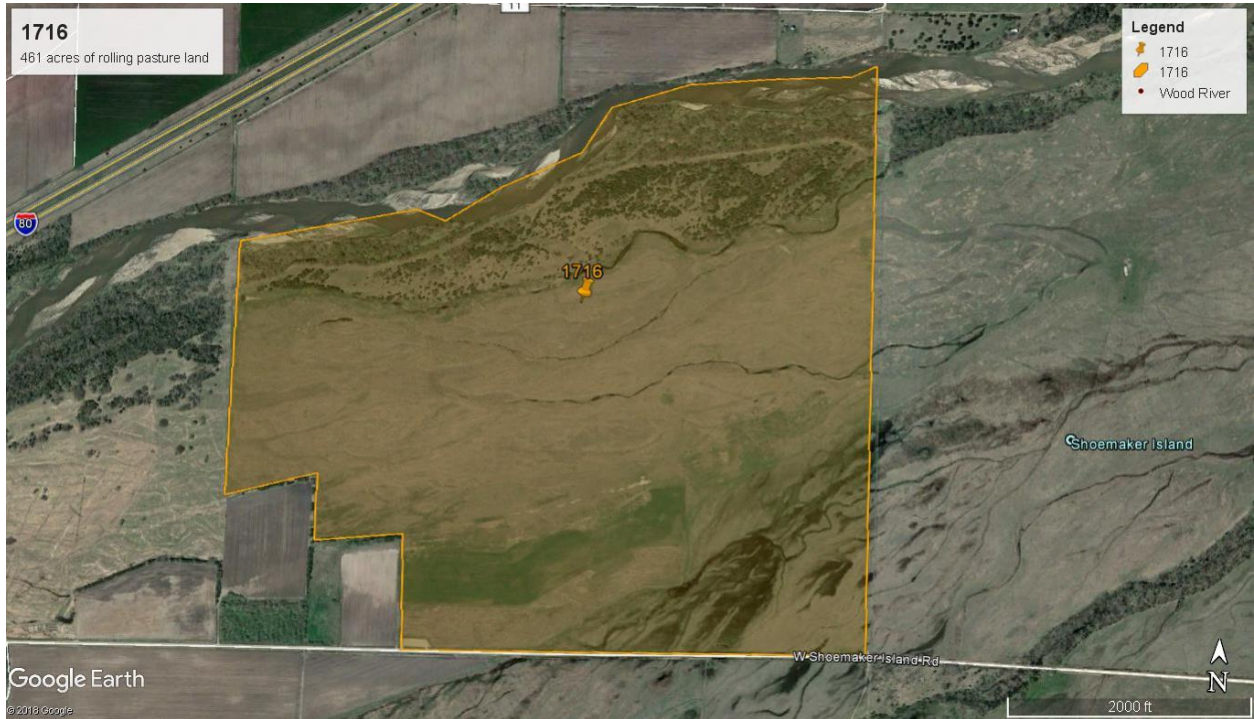
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197 **Tract 1716**
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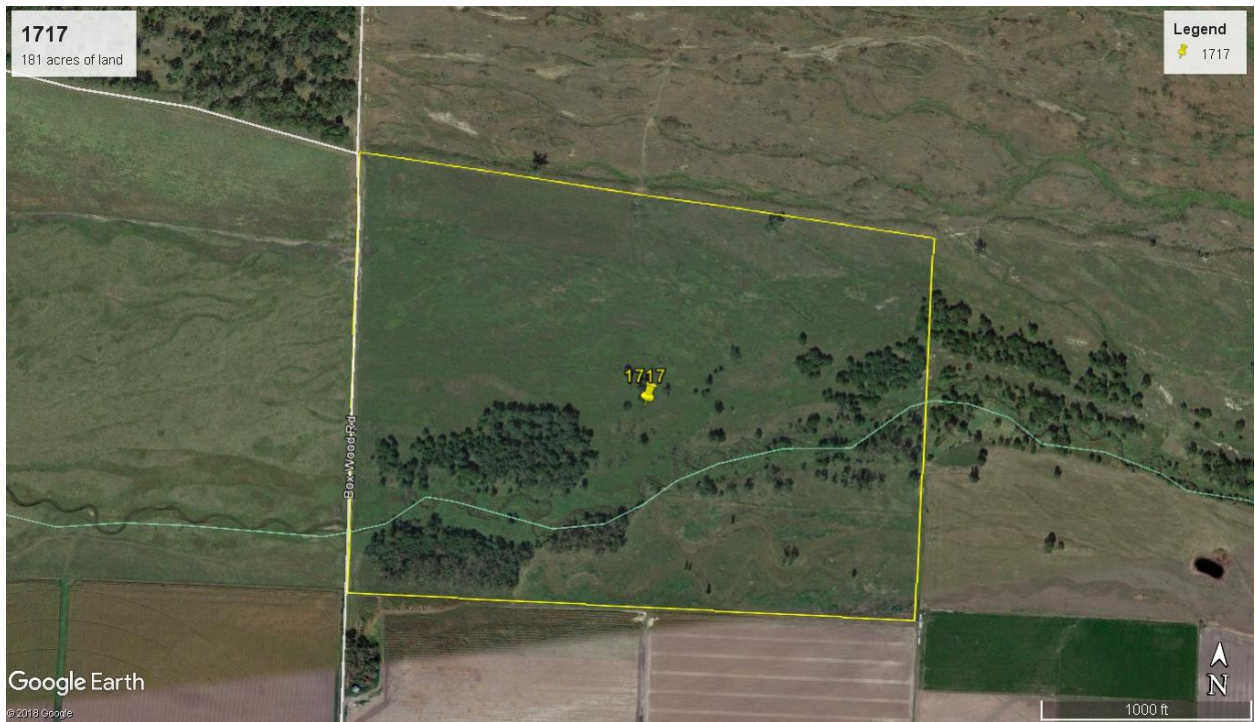
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202 **Tract 1717**
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