

April 18, 2008

Request for Proposal

EVALUATION OF THREE FLOW MEASUREMENT SITES NEAR THE WYOMING – NEBRASKA STATE LINE

Introduction

Uniform and reliable flow measurement data is a vital component in the administration of surface water appropriations in the North Platte River System. In order to gain a better understanding of the three flow monitoring sites near the Wyoming – Nebraska State Line, the State Line Gage Subcommittee of the North Platte Decree Committee (NPDC) is soliciting proposals for engineering services necessary to provide an evaluation of the hydraulic characteristics at each site and make recommendations that would improve the stability and accuracy of the flow monitoring sites so there is minimal variation in the stage shifts used for determining daily discharges.

The three flow measurement sites will be referred to as:

1. State Line
2. Tri State Ramp Flume
3. Passing Tri State

The locations of the three flow measurement sites are shown on Figure 1.

Background

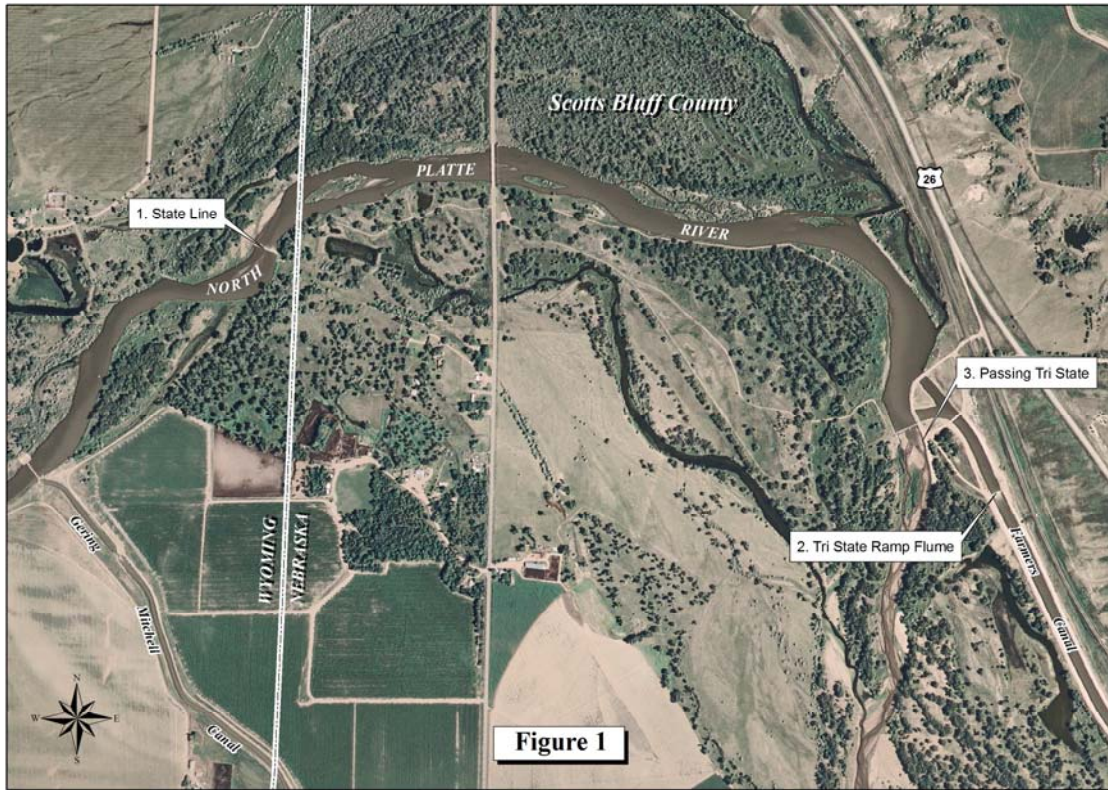
The State Line site is located in Section 3, Township 23 North, Range 60 West, of the 6th P.M., on the North Platte River near the Wyoming – Nebraska border. A sheet piling control structure was built in 1994. The fixed instrumentation is a U.S. Army Corps of Engineer's data collection platform with satellite telemetry.

The Tri State Ramp Flume is located in the Tri State Canal in Section 10, Township 23 North, Range 58 West, of the 6th P.M. The flume was built in 2003 by the Farmers Irrigation District in accordance with the design and specifications developed by the Natural Resources Conservation Service (NRCS).

The Passing Tri State site is located just downstream of the Tri State Diversion Dam located in Section 10, Township 23 North, Range 58 West, of the 6th P.M.

Purpose

The selected firm will prepare and submit a Final Report that addresses the Work Tasks outlined in Exhibit B by February 2, 2009.



Proposal Format

The proposal shall be in the format provided in Exhibit A (attached). The Proposer shall provide 5 bound copies, 1 unbound copy and two electronic copies, one in Word format and one in Portable Document Format (PDF) format (provided on a compact disc) of the proposal. The unbound copies of the proposal shall be placed in a SEPARATE SEALED ENVELOPE. While longer proposals will be accepted, the Proposer is requested to limit, if possible, the length to no more that 30 pages, excluding resumes and cost information.

Selection Process

1. In order to provide prospective proposers with more information about the background relating to and the purposes of the proposed study, an informational meeting will be held on May 6, 2008 in Lincoln, Nebraska at 10 am local time at the Nebraska Department of Natural Resources. Any Proposer wishing to participate via conference call should identify themselves prior to May 2, 2008 so that proper arrangements can be made.

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2. Any questions regarding the proposed project or RFP procedure should be submitted in writing to Jesse Bradley the NPDC State Line Gage Subcommittee Chair at the following address:

The Nebraska Department of Natural Resources
Attention: Jesse Bradley
301 Centennial Mall South
Fourth Floor State Office Building
P.O. Box 94676
Lincoln, Nebraska 68509-4676

The deadline to receive questions by will be May 12, 2008. Questions will be answered in writing and copies provided to all persons who requested a copy of the RFP.

3. Prospective proposers are to send sealed non-priced proposals and sealed cost proposals as outlined above by 3:00 pm, May 22, 2008 to the Chair of the State Line Gage Subcommittee at the following address:

The Nebraska Department of Natural Resources
Attention: Jesse Bradley
301 Centennial Mall South
Fourth Floor State Office Building
P.O. Box 94676
Lincoln, Nebraska 68509-4676

At which time the non-priced proposals will be publicly opened.

4. Proposals, without costs, will be evaluated by the Review Team. The Review Team shall be chosen by the subcommittee proposing the Project and may be composed of members of the subcommittee and other experts appointed by the subcommittee.
5. If there is a clear consensus among the members of the Review Team on a Proposer after the completion of step 4, the Review Team reserves the right to make a selection without conducting interviews. If that proves not to be the case, the Review Team will select proposers to be interviewed. If needed, the interviews will take place on June 5, 2008 in, Lincoln, Nebraska at a time and place to be specified later. Costs will not be considered in selecting proposers to be invited to the interview.

Cost proposals submitted by the proposers selected for interviews will be opened by the Review Team prior to the interviews. The cost proposals from proposers not selected will be discarded, unopened following award of the contract. The interviews will be conducted for the purposes of improving understanding of the

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- proposals, asking questions of the proposers, discussing possible changes to the scope of work, discussing project costs, and evaluating the ability of the proposers to do the work.
6. The Review Team will select a Proposer for contract negotiations, subject to approval by the NPDC. The contract is expected to be awarded no later than June 20, 2008.
 7. The NPDC reserves the right to reject any or all proposals submitted and to resolicit proposals.

Contracting

The Proposer selected will be contracting with the Nebraska Community Foundation (Foundation) contracting on behalf of the NPDC. The Foundation provides financial management support to the NPDC. The Foundation holds funds transferred by each NPDC member to meet future obligations. The Foundation disburses funds to pay contractors for services rendered upon written notification by the NPDC chairperson and a second NPDC representative or NPDC designee. Technical aspects of the contract and approval of work products will be administered directly by Jesse Bradley, the Chair of the NPDC Subcommittee sponsoring the project or the chair's designee. A copy of the form of the contract that will be used for the final contract is included with this RFP as Exhibit D.

Project Term

The Proposer should assume that the contract will be awarded and work will begin no later than June 20, 2008. The contract is for a one year term.

Technical Oversight

Technical oversight of the contract will be provided by the NPDC State Line Gage Subcommittee, through its chair or the chair's designee.

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Exhibit A

Instructions for Proposal Preparation

- A. Information for Proposers
1. In order to be considered for an award, each proposal must bear the signature of the proposer or his/her authorized representative.
 2. Proposals received after the time and date specified will not be accepted or considered.
 3. After the successful proposer is selected the State Line Gage Subcommittee Chair and the Finance Subcommittee Chair will negotiate a final contract, scope of services, and contract price based on, but not limited to, the work tasks in Exhibit B.
 4. The NPDC reserves the right to reject any or all proposals submitted.
 5. The successful proposer shall be fully insured as to hold the NPDC harmless from any claims involving employees or equipment used by the successful proposer and subcontractors while executing this service.
 6. No prospective proposer shall withdraw his/her proposal for a period of ninety (90) days after the actual date of proposal opening.
 7. The Proposer should understand that verbal comments may be subject to misinterpretation and are in no way binding on the NPDC or individuals acting on behalf of the NPDC. If questions arise concerning any aspect of this proposal, the proposer should request clarification in writing. A copy of this request, as well as the written response shall be provided to all firms receiving requests for proposals on this project.
 8. The NPDC hereby notifies all prospective proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, small or minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, religion, color, sex, national origin, or ancestry in consideration for an award.
 9. The Proposer hereby agrees that should he/she be awarded this contract, proposer shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin, or ancestry.

B. Proposal format:

1. Cover Letter

2. Title Page

3. Table of Contents

4. Introduction

5. Scope of Work

The Scope of Work shall be based upon and follow the format of the Work Tasks identified in Exhibit B (attached). The Proposer must provide sufficient detail to explain the Proposer's understanding of the work tasks, identify the activities the Proposer intends to undertake in addressing each Work Task and clearly state any assumptions relevant to addressing those Tasks.

6. Proposer-Proposed Alterations

If the Proposer believes that the description of Work Tasks as described in Exhibit B can be improved by additions, deletions or alterations, such changes may be proposed and described in detail in this section.

7. Work Schedule

The Proposer is to provide a work schedule to coincide with the Scope of Work and Alterations in 5 and 6 above. Where appropriate, the Proposer will identify target dates for the completion of certain tasks, the holding of meetings and the issuance of reports.

8. Work Team Composition and Organization

The Proposer shall identify any firms and all individuals that will be involved in the work effort, the organizational "structure" of the work team, the Principal(s) responsible for work effort and what work is expected to be performed by each firm and individual.

9. Qualifications

The Proposer should briefly provide information showing the qualifications of the Proposer to conduct this work. Qualifications are to be given for both the firm as well as individuals selected to perform the work. Qualifications shall also be provided for any subcontractors that would perform work under this proposal. The Proposer shall include a certification that the work conducted will be supervised by a professional engineer licensed in Wyoming and Nebraska. The State of Wyoming

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professional engineer certification shall meet the provisions of Wyoming State Statutes 33-29-114 through 33-29-139. The State of Nebraska professional engineer certification shall meet the provisions of Nebraska State Statutes, Sections 81-3401 through 81-3455.

10. Conflicts of Interest

The Proposer should identify any actual or perceived conflicts of interests relative to the firm(s) or individuals that would be involved in the work effort, the basis for those conflicts, and the potential consequence of those conflicts and how the Proposer proposes to handle those conflicts.

11. Costs

The Proposer is to provide the cost proposal in a summary table in a separate sealed envelope. To permit the Review Team to adequately analyze the proposal and its costs, cost information shall be provided in the format shown on the attached Exhibit C and shall be broken down by cost and hours (either by individual or by professional and non-professional personnel) for each Work Task and sub-task identified in Exhibit B and by the Proposer and any subcontractors. Cost information contained in the proposal may be considered in making the final selection, and will serve as a basis from which the subcommittee chairs will negotiate the final terms of the contract.

In the sealed cost envelope, the Proposer and any subcontractors shall also provide hourly rates and reimbursable expense schedules. It is anticipated that the contract will be based on hourly rates and reimbursable expenses with a maximum contract amount that cannot be exceeded without prior written consent of the NPDC.

If the Proposer is proposing scope alterations, as per item 6 above, additional cost proposals should be provided to address the effects of the scope alterations on the proposed cost. These additional cost proposals should be in the same format as the cost proposal addressing the Work Tasks in Exhibit B to facilitate cost comparisons by those evaluating the proposals.

12. References

The Proposer shall provide the names, addresses and phone numbers of at least three clients for whom work previously has been performed, preferably on projects similar to the one described in this RFP.

Exhibit B

Work Tasks

The selected proposer shall provide the general recommendations described below. The selected proposer shall not recommend which site or sites should serve as the gaging location at the State Line in accordance with the North Platte River Ownership and Natural Flow Accounting Procedures.

1. Evaluate the hydraulic characteristics at the State Line flow monitoring site and make recommendations that would improve the stability of the site so there is minimal variation in the stage shifts used for determining daily discharges.
 - a. The hydraulic evaluation should include: (1) an observation of site under typical irrigation season flow conditions, (2) a description of the site including the approach and exit geometry of the channel, (3) a discussion of the channel morphology upstream and downstream of the site prior to construction of the control structure, (4) a discussion of the current channel morphology upstream and downstream of the site with the control structure in place, (5) the stability of the upstream and downstream channel in the future, and (6) analysis of the existing control structure with regard to its orientation (horizontal and elevation) in the river channel, affects of sediment accumulation upstream of the structure, uniform flow over the control crest, and other factors that may affect the functionality of the structure to give reliable water surface levels (river stage) as measured by the existing river gage and related to flow.
 - b. Describe the fixed instrumentation and methodology that is currently used at the site to make flow measurements. Recommend any instrumentation improvements to improve the accuracy of the daily flow measurements.
 - c. Discuss factors that could impact the variation in shifts used for determining daily discharges at this site.
 - d. Recommend any improvements that can be made to improve the stability of the site so that there is minimal variation in the shifts used for determining daily discharges. Include approximate engineering and construction costs for any recommendations.
 - e. Discuss any concerns and associated costs related to the long-term maintenance of this flow monitoring site.
 - f. Evaluate methods used to gather field measurements with portable instruments; i.e., current meters, etc. and recommend any improvements. Evaluate use of new technologies; such as, ultrasonic, acoustic Doppler, radar devices, etc.

2. Evaluate the hydraulic characteristics at the Tri State Ramp Flume and make recommendations that would help to minimize variability in determining the ramp flume's daily discharges.

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- a. The hydraulic evaluation should include: (1) an observation of site under typical irrigation season flow conditions, (2) a description of the site including the approach and exit geometry of the flume, and (3) analysis of the existing ramp flume structure with regard to its orientation (horizontal and elevation) in the canal channel, uniform flow over the flume's control section, other factors that may affect the functionality of the flume to give reliable water surface levels (canal stage) as measured by the existing gage and related to flow, and verify the water surface level being measured in the gage stilling well is measuring the appropriate water surface level in the canal with respect to the ramp flume design.
 - b. Describe the instrumentation and methodology that is currently used at the site to make flow measurements.
 - c. Discuss factors that could impact the variability of determining daily discharges at this site.
 - d. Recommend any improvements that can be made at this site to minimize variability in determining daily discharges. Include approximate engineering and construction costs for any recommendations.
 - e. Discuss any concerns and associated costs related to the long-term maintenance of this flow monitoring site.
3. Evaluate the hydraulic characteristics at the Passing Tri State flow monitoring site and make recommendations that would improve the stability of the site so there is minimal variation in the shifts used for determining daily discharges.
- a. The hydraulic evaluation should include: (1) an observation of site under typical irrigation season flow conditions, (2) a description of the site including the approach and exit geometry of the channel, and (3) the stability of the upstream and downstream channel in the future.
 - b. Describe the instrumentation and methodology that is currently used at the site to make flow measurements.
 - c. Discuss factors that could impact the variation in shifts used for determining daily discharges at this site.
 - d. Recommend any improvements that can be made to improve the stability of the site so there is minimal variation in the shifts used for determining daily discharges. Include approximate engineering and construction costs for any recommendations.
 - e. Discuss any concerns and associated costs related to the long-term maintenance of this flow monitoring site.
 - f. Discuss the possibility of rating one of the radial gates at the Tri State Diversion Dam for discharge measurements.
4. Review the historical flow measurements at the three sites for the last 5 years and evaluate the Mass Balance relationship of the three flow monitoring sites. Discuss and evaluate all factors that could influence the Mass Balance relationship in the river reaches between the State Line and the Tri State

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Diversion Dam and below Tri State Dam downstream to the Passing Tri State and to the Tri State Ramp Flume sites. Describe the timing, and quantify all mass balance factors affecting the gains and losses of water in these river reaches. Discuss how fluctuations in pond levels behind the Tri State Diversion Dam may affect the Mass Balance relationship.

5. Meetings

The Proposer may propose meetings as the Proposer deems appropriate. Meetings to update the client will be negotiated as part of the contract. For the purpose of the cost proposal, a minimum of three meetings/conference calls shall be held with the members of the State Line Gage Subcommittee. One meeting shall be held prior to the 2008 irrigation season, one meeting during the season, and one meeting at the end of the season after completion of the draft final report.

6. Reporting and deliverables

A comprehensive draft final report shall be provided to the State Line Gage Subcommittee at a time agreed to by the Proposer and the State Line Gage Subcommittee. The report shall consist of one paper copy and two electronic copies in the format of one Word document and one PDF.

A final report shall be provided to the State Line Gage Subcommittee by February 2, 2009. The report shall consist of five paper copies and two electronic copies in the format of one Word document and one PDF.

The Proposer may propose other reports as it deems appropriate.

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**Exhibit C
Cost Proposal**

Task 1. Evaluate the hydraulic characteristics at the State Line site.....	\$
Task 2. Evaluate the hydraulic characteristics at the Tri State Ramp Flume.....	\$
Task 3. Evaluate the hydraulic characteristics at the Passing Tri State site.....	\$
Task 4. Review the historical measurements at the three sites.....	\$
Task 5. Meetings.....	\$
Task 6. Reporting and Deliverables.....	\$
Total.....	\$

Firm Name and Address:

Signature of Authorized Agent or Firm President:

Employer Identification Number or Social Security Number:

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Exhibit D
CONTRACT
between

_____ and
THE NORTH PLATTE DECREE COMMITTEE
through
THE NEBRASKA COMMUNITY FOUNDATION

This Contract (hereinafter referred to as "Contract") is made and entered into by and between _____ (hereinafter referred to as "CONTRACTOR" whose address is _____ and the Nebraska Community Foundation, (NCF) whose address is P.O. Box 83107 Lincoln, NE 68501, acting on behalf of the North Platte Decree Committee (NPDC) for services to be rendered by the CONTRACTOR to assist the NPDC in _____.

Whereas, the NPDC is responsible for implementation of the requirements of the Modified North Platte Decree and Final Settlement Stipulation in Nebraska v. Wyoming, 122 S.Ct. 420 (2001) which requires _____; and

Whereas, the NPDC has entered into a Memorandum of Agreement #05AG601965 (MOA) with the NCF, dated June 20, 2005, and attached hereto as Attachment __, so that the NCF can act as a limited contracting agent for the NPDC; and

Whereas, the CONTRACTOR is qualified to perform the services required under this Contract;

Now, therefore, in consideration of the mutual promises and obligations set forth herein, the undersigned parties to this Contract agree as follows:

ARTICLE 1. SCOPE OF WORK.

The CONTRACTOR shall perform all of the services described in Attachment __, Scope of Work which is attached to this Contract and made a part of this Contract.

ARTICLE 2. TERM OF SERVICES.

- (a) This Contract shall remain in effect for 1 year from the date of effectiveness.
- (b) This Contract may be terminated by either party upon 30 days written notice to the other party.

ARTICLE 3. CONSIDERATION AND METHOD OF PAYMENT.

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- (a) CONTRACTOR shall perform all services described in this Contract for \$_____.
- (b) CONTRACTOR shall submit invoices to (name), Chair of the [appropriate] Subcommittee of the NPDC for work accomplished.

ARTICLE 4. SPECIAL PROVISIONS

- (a) The parties agree that CONTRACTOR shall comply with applicable standards of professional care in the performance of the services provided for in this Contract and perform all work in a competent, efficient and workmanlike manner using sound techniques current in the industry or profession and applying such skills and expertise as may be necessary to perform its obligations under this Contract.
- (b) CONTRACTOR shall maintain for itself Workers' Compensation insurance (including Employer's Liability Insurance), Commercial General Liability Insurance and Professional Errors and Omissions Insurance. CONTRACTOR shall advise the [appropriate] Subcommittee Chair upon reasonable request of the terms, conditions, and limits of its coverage by certificate.

ARTICLE 5. GENERAL PROVISIONS.

- (a) Amendments. Either party may request changes to this Contract. Any changes, modification, revisions or amendments to this Contract which are mutually agreed upon by and between the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- (b) Availability of Funds. Each payment obligation of NPDC and the NCF is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services to be performed by the CONTRACTOR, the Contract may be terminated at the end of the period for which the funds are available. The NPDC 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 either party if this provision is exercised, and neither party shall 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 either party to terminate this Contract in order to acquire similar services from another party.
- (c) Entirety of Contract. This Contract, consisting of _[count all pages including attachments]___ () pages including attachment(s) [XYZ], represents the

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entire and integrated contract between the parties and supersedes all negotiations, representations and contracts, whether written or oral.

- (d) Sovereign Immunity and Liability. Nothing in this Contract shall be construed as a waiver of sovereign immunity of any NPDC member and each NPDC member specifically retains immunity and all defenses available to it as sovereign pursuant to state and federal law. None of the NPDC members agree to insure, defend, or indemnify the other. The CONTRACTOR agrees to indemnify, defend and hold harmless the NCF, the NPDC, the NPDC members, and their officers, agents, and employees from any and all claims, lawsuits, losses and liabilities arising out of the CONTRACTOR'S failure to perform any of the CONTRACTOR'S duties and obligations hereunder or in connection with the negligent performance of the CONTRACTOR'S duties or obligations.
- (e) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity, other than the North Platte Decree Committee, 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 parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- (c) Assignment. Neither party to this Contract may assign or transfer any rights or obligation under this Contract without prior written approval of the other party.
- (d) Notice. All notices arising from the provisions of this Contract shall be in writing and given to the following at the address provided under this Contract, either by U.S. mail, fax or delivery in person:
 - If to NCF: [address block]
 - If to NPDC: [address block]
 - If to CONTRACTOR: [address block]
- (e) Work product. All writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, data bases in hard copy, drawings, specifications, designs, reports, photographs, and other graphical representations prepared by CONTRACTOR hereunder are and shall be the property of the NPDC and shall be delivered to the NPDC no later than the termination date of the Contract. Nothing produced, in whole or in part, by the CONTRACTOR shall be the subject of any publication or

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application for copyright by or on behalf of CONTRACTOR without the express written consent of the NPDC chairman.

- (f) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- (g) Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect.
- (h) Termination of Contract. This Contract may be terminated immediately for cause if the contractor fails to perform in accordance with the terms of this Contract.
- (i) 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 NCF or the NPDC for any purpose. The CONTRACTOR shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this contract shall be interpreted as authorizing the CONTRACTOR or its agents and/or employees to act as an agent or representative for or on behalf of the NCF or NPDC.

ARTICLE 6. PROJECT CONTACTS

The CONTRACTOR'S Project Contact for this Contract is _____.

All correspondence, invoices, notice and other communication to the CONTRACTOR will be provided by and to the [appropriate] Subcommittee Chair. The NPDC will be responsible to inform the CONTRACTOR'S Project Contact of the current address of the [appropriate] Subcommittee Chair.

ARTICLE 7. SIGNATURES. In witness whereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract as set forth herein including the limitations and provisions of the MOA #05AG601965.

The effective date of this Contract is the date of the signature last affixed to this Contract.

For the CONTRACTOR

April 18, 2008

By: _____ Date: _____

Title: _____

For the North Platte Decree Committee through its parties, the United States (Bureau of Reclamation), the State of Nebraska, the State of Colorado and the State of Wyoming

By: _____ Date: _____

Jeffrey Yost, President and CEO
Nebraska Community Foundation, as contracting agent.