



REQUEST FOR PROPOSALS (RFP)

**Prescribed Fire Management Services
2022**

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Office of the Executive Director
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845

January 17, 2022



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

SUBJECT: Spring 2022 Prescribed Fire Management Services
REQUEST DATE: January 27, 2022
PRE-PROPOSAL MEETING: February 10, 2022
CLOSING DATE: February 17, 2022
POINT OF CONTACT: Tim R. Tunnell, Land Coordinator
Headwaters Corporation
tunnelt@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 Jason Farnsworth to serve as the Program Executive Director (ED). Headwaters Corporation serves as the staffing mechanism for the Program. Program 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 13,760 acres have been acquired and are being managed by the Executive Director’s Office (EDO). Prescribed fire is an important tool used by the Program to manage grassland composition and structure. During the first several years of implementation, the Program relied on strategic partnerships with local agencies and conservation organizations to implement prescribed fire. However, as Program land ownership has increased, prescribed fire needs have surpassed local capacity. **As such, the GC is requesting proposals from National Wildfire Coordinating Group (NWCG) qualified contractors for spring 2022 prescribed fire management services to be performed starting April 1.**

II. PROJECT DESCRIPTION & SCOPE OF WORK

Project Description

The Program is requesting a proposal for prescribed fire management services during the spring of 2022. The performance period will begin on April 1 and will end on or around May 15. The contractor must have sufficient availability during the six (6) week period to fully utilize weather windows that meet prescriptions for burns at Program habitat complexes which are distributed along a ninety mile reach of the Platte River in central Nebraska.

The Contractor will be responsible for lodging and all labor, materials, equipment, tools, transportation and supplies required to complete the work. Fire management services will include, but are not limited to, prescribed fire planning and implementation, fire-line preparation, post burn mop-up and monitoring, and if needed, wildfire suppression. Contractors must be able to provide their own equipment. Contractors must



49 also be available respond to any issues that may arise after each prescribed burn is complete. These issues
50 could include: smoke management problems, mop-up concerns, post-burn monitoring needs or escapes.
51 This response must occur during the same day of contact by the Rural Fire Protection Districts local fire
52 chief with jurisdiction over the burn unit or EDO staff and must include the appropriate personnel,
53 equipment or contingency measures.

54

55 **Scope of Work**

56 Habitat Complexes

57 Program lands are generally organized into approximately 1,000 to 3,000 acre blocks referred to as habitat
58 complexes. There are six habitat complexes distributed across the project area, containing the majority of
59 land to be burned (**Figure-1**). The following description generally apply to areas that will be burned:

- 60 • Most burn blocks on these tracts have been burned once over the last five to ten years; stand types
61 are primarily lowland, tall grass prairie that have been heavily invaded with introduced cool-season
62 grasses and often include natural riparian forest;
- 63 • Most burn units have a history of grazing and/or haying;
- 64 • Fire-lines are often limited to roads, ditches, mowed/hayed lines and river/ slough edges;
65 contractors should be comfortable burning from these features; additional fire-line establishment
66 can be conducted but must be authorized by the PRRIP Land Manager.
- 67 • Smoke Mangement will be a priority concern for contractor. All units are located within close
68 proximity to Interstate 80, communities and farmsteads. Contractors will be cautious in utilizing
69 appropriate wind speed and directions to prevent conflicts/ accidents due to prescribed fire
70 operations and smoke.

71

72 The following sections of the scope of work provide specific information about each habitat complex.
73 ***Specific burn units are identified on Figures 2 through 8. Any additional information will be provided***
74 ***to contractor upon award of a contract.***

75

76 Plum Creek Complex

77 Contractors should be aware of the following points:

78

79 1. Plum Creek Complex is located less than 1 mile to the south of Interstate 80 between the towns of
80 Lexington and Overton, NE.

81

82 2. Plum Creek complex is approximately 722 acres, contains 2 tracts of land and is 2 miles long with the
83 majority of the land located on the south side of the Platte river; mostly grassland fuels; There is 1 additional
84 wetland tract, approximately 100 acres, located in close proximity to the southwest of the complex; There
85 is 1 burn unit (labeled A) and is approximately 139 acres (**Figure-2**).

86

87 3. Tract 2012004 is located in the Lexington Volunteer Fire Department Jurisdiction and Tracts 2009003
88 and 2009007 are located in the Overton Volunteer Fire Department Jurisdiction. (**Figure-11**).

89

90 Cottonwood Ranch Complex

91 Contractors should be aware of the following points:

92

93 1. Cottonwood Ranch Complex is located less than 1 mile to the south of Interstate 80 between the towns
94 of Overton and Elm Creek, NE.

95



96 2. Cottonwood Ranch complex is approximately 3,552 acres, contains 3 tracts of land and is 4 miles long
97 with the majority of the land located on the south side of the main channel of the Platte river; mostly
98 grassland fuels; There is 1 additional wetland tract, approximately 153 acres, located in close proximity to
99 the northwest of the complex; There are 2 burn units (labeled A-B). Unit A is approximately 135 acres and
100 B is approximately 15 acres (**Figure-3**).

101
102 3. Tracts 2008002, 2010001, 2009006 and 2013001 are located in the Overton Volunteer Fire Department.
103 (**Figure-11**).

104
105

106 Elm Creek Complex

107 Contractors should be aware of the following points:

108
109 1. Elm Creek Complex is located less than 1/4 mile to the south of Interstate 80 between the towns of Elm
110 Creek and Odessa, NE.

111
112 2. Elm Creek complex is approximately 1,306 acres, contains 9 tracts of land and is 2 miles long with 4
113 tracts being located on the north side of the Platte river and the others are located on the south side of the
114 Platte river; There are 2 burn units (labeled A-B). Unit A is approximately 35 acres and Unit B is
115 approximately 143 acres(**Figure-4**).

116
117 3. Tract 2009002, 2009005, 2012001 and 2012002 are located in the Elm Creek Volunteer Fire Department
118 Jurisdiction (**Figure-11**).

119
120

121 Jerry F. Kenny Pawnee Complex

122 Contractors should be aware of the following points:

123
124 1. The Pawnee Complex is located less than 1/4 mile to the south of Interstate 80 between the town of
125 Odessa, NE and Kearney, NE.

126
127 2. The Pawnee complex is approximately 742 acres, contains 2 tracts of land and is 2 miles long. Both tracts
128 are located on the south side of the Platte river; There is 1 burn unit (labeled A) and is approximately 50
129 acres (**Figure-5**).

130
131 3. Tracts 2014002 and 2015002 are located in the Kearney Volunteer Fire Department Jurisdiction (**Figure-**
132 **11**).

133
134

135 Fort Kearny Complex

136 Contractors should be aware of the following points:

137
138 1. The Fort Kearny Complex is located less than 1/4 mile to the south of Interstate 80 and is located between
139 2 channels of the Platte River near the town of Kearney, NE and Highway 10.

140
141 2. The Fort Kearny complex is approximately 2,190 acres, contains 7 tracts of land and is 5 miles long
142 There are 3 burn units (labeled A-C). Unit A is approximately 180 acres, Unit B is approximately 52 acres
143 and Unit C is approximately 148 acres (**Figure-6**).



144 3. Tracts 2008001, 2009001, 2009004, 2010003, 2012003, and 2015001 are located in the Kearney
145 Volunteer Fire Department Jurisdiction (**Figure-11**).

146
147

148 Clark Island Complex

149 Contractors should be aware of the following points:

150

151 1. The Clark Island Complex is located less than 1/4 mile to the south of Interstate 80 and is located between
152 2 channels of the Platte River near the town of Gibbon, NE and Shelton, NE.

153

154 2. The Clark Island complex is approximately 784 acres, contains 1 tract of land and is 2 miles long; There
155 are 2 burn units (labeled A-B). Unit A is approximately 204 acres and Unit B is approximately 48 acres
156 (**Figure-7**).

157

158 3. Tract 2018001 is located in the Gibbon Volunteer Fire Department Jurisdiction (**Figure-11**).

159

160

161 Shoemaker Island Complex

162 Contractors should be aware of the following points:

163

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

166

167 2. Shoemaker Island complex is approximately 1,202 acres, contains 1 tract of land and is 3 miles long;
168 There are 3 burn units (labeled A-C).Unit A is approximately 171 acres, Unit B is approximately 83 acres
169 and Unit C is approximately 57 acres (**Figure-8**).

170

171 3. Tract 2010004 is located in the Wood River Volunteer Fire Department Jurisdiction (**Figure-11**).

172

173

174 Chapman Complex

175 Contractors should be aware of the following points:

176

177 1. Chapman Complex is located 3 miles to the south of Highway 30 within the main channel of the Platte
178 River near the towns of Chapman and Phillips, NE.

179

180 2. Chapman Island complex is approximately 1,145 acres, contains 3 tracts of land and is 2.7 miles long;
181 There are no burn units in this complex.

182 3. These tracts are located in the Chapman, Marquette, and Phillips Volunteer Fire Department
183 Jurisdictions (**Figure-11**).

184

185 Smoke Sensitive Areas:

186 The tracts are primarily located in rural landscape with scattered farmsteads however they are near
187 interstates, major highway(s) and/or populated areas.

188

189 Communities at Risk of Smoke Impacts:

190 Nine communities exist within the PRRIP project area which extends east from Lexington to Grand Island
191 (**Figure-10**). Their proximity to PRRIP properties makes them vulnerable to smoke and other hazards



192 related to wildfire and prescribed burning. Additional outlying communities that may also be affected by
193 smoke include Bertrand, Loomis, Holdrege, Funk, Axtell, Minden, Heartwell, Kenesaw, Juniata, Hastings,
194 Doniphan, Cairo, Riverdale, Amherst, and Miller (**Figure-9**).

195
196 Wildfire Suppression and Escaped Prescribed Fires:
197 In the event of an escaped prescribed fire originally ignited by the contractor, contractors may be
198 responsible for coordinating with and working under the direction of the Rural Fire Protection Districts
199 local fire chief with jurisdiction over the area on containment, mop-up and monitoring issues until fire is
200 called out by the appropriate agency (**Figure-10**). During this process contractors may be responsible for
201 paying suppression costs charged for fire suppression and may be required to conduct work or provide
202 assistance without compensation by the PRRIP.

203
204 Long-Term Mop-Up, Smoke Mangement, and Re-Burn Situations:
205 Compliance with smoke management guidelines are voluntary in Nebraska, however, the Contractor shall
206 make every effort to meet them. All prescribed fire plans shall address smoke management as a primary
207 issue and prescription parameter. Contractors may be required to conduct long-term mop-up, monitoring
208 and smoke management procedures without compensation. This may occur if PRRIP personnel determine
209 a lack of due diligence and planning occurred before ignition began or if proper procedures were not taken
210 to mop-up and secure fire after ignition was completed.

211
212 Submittals:
213 *Prescribed Burn Plans* - Burn plans must be developed by a NWCG qualified Rx Burn planner prior to the
214 proposed burn date. Plans will be written on a NWCG approved burn form or an alternative form approved
215 by the PRRIP Land Coordinator. The prescribed burn plan shall be in accordance with Nebraska Statutes
216 subsection 81-520.01 and 81-520-02. **Fully completed, legible, plans with a copy of the open burn
217 permit will be delivered to the PRRIP Land Coordinator within five business days following the
218 completion of each burn.** These plans must be signed by the Burn Manager. Plans can be scanned and e-
219 mailed, faxed or hand delivered. They must include all actual weather data recorded the day of the burn and
220 any other planning notes recorded before or during the burn.

221
222 Burn Managers will follow the PRRIP Weather Parameter Standards (**APPENDIX–A**) when planning and
223 implementing prescribed burns. Fire weather forecasts for the appropriate county containing the burn site
224 will be used the day of the burn. These are available from the following National Weather Service online
225 sources:

226
227 Hastings:
228 <http://www.crh.noaa.gov/gid/?n=firewx>

229
230 North Platte:
231 <http://www.crh.noaa.gov/lbf/forecasts/firewx/firewx.php>

232
233 **A copy of these forecasts must accompany the burn plan when submitted to the PRRIP.**

234
235 The PRRIP requires that contractors keep good records of all pre-burn planning and site evaluation
236 measures as well as actual firing techniques used during prescribed burn implementation. This includes full
237 documentation of information such as: burn purpose and objective, forecasted and actual weather
238 conditions, spot weather forecasts, soil moisture conditions (including soil saturation and depth to water in



239 wetlands), days since rain, amount of rain received on the actual burn block, Keetch-Byram drought index
240 (KBDI), etc. This information should be included in the burn plan or as an attachment.

241
242 The burn purpose and burn objective will be determined by PRRIP staff. This information will be conveyed
243 to contractors before the burn is implemented to help with burn plan development. In general, the burn
244 purpose will describe an overall goal such as site preparation or hazard reduction and the burn objective
245 will identify a specific, measurable, parameter such as remove 75% of available fuels or top-kill 50% of
246 trees less than three (3) inches diameter at breast height (DBH).

247
248 Prior to the burn, Burn Managers will evaluate the site to determine the type of ignition methods, firing
249 techniques and weather conditions needed to meet the pre-determined objective, safely conduct the burn,
250 and minimize negative effects such as duff ignition/soil damage, crown scorch, or smoke management
251 problems. This information will be included in the burn plan.

252
253 A copy of the burn plan and a site map showing burn area location, fire-lines, roads, and natural features
254 shall be in the possession of the burn manager at the time of the burn. PRRIP staff will provide burn
255 managers with a map and/or ground location point of any areas personnel should avoid. PRRIP staff may
256 instruct personnel to avoid disking, plowing or igniting fires in these areas. These sites may contain
257 historical resources, threatened and endangered plant or animal locations, public use facilities or exotic
258 plant infestations.

259
260 Contractors will notify the PRRIP's Land Coordinator as soon as possible but at least within 24 hours if the
261 following circumstances occur after the burn has been completed: 1) fire has escaped, 2) burn objectives
262 were not met or 3) negative conditions or smoke management problems occurred.

263
264 *Prescribed Burn Notification* - By 5:00 PM one day prior to ignition or by 8:30 AM the day of the burn,
265 the Burn Manager responsible for conducting the burn will notify the PRRIP Land Coordinator by *e-mail*
266 indicating the location of the burn area (Section, Township, Range), the tract name/number, the county
267 where the burn will be conducted, and the approximate acreage planned.

268
269 *Implement Burn Plans* – Prescribed fires on PRRIP lands are required to be conducted in compliance with
270 Nebraska Statutes subsection 81-520.01 and 81-520-02 and any other applicable laws. The Contractor shall
271 monitor all burn units and to determine when a unit is in prescription. All prescribed fires will also be
272 conducted in compliance with all aspects of the PRRIP Prescribed Fire Standards (*APPENDIX-A*).

273
274 Fireline installation and plowing will follow guidelines identified in the PRRIP Fireline Standards
275 (*APPENDIX-B*).

276
277 *Escaped Prescribed Fires* - In the event of an escaped prescribed fire, contractors shall initiate suppression
278 actions, contact directly affected parties, Rural Fire Protection Districts local fire chief with jurisdiction
279 over the area, and then notify the PRRIP Land Coordinator. In general, the PRRIP Land Coordinator will
280 lead all discussion with affected parties. The Burn Manager responsible for conducting the burn should
281 document the conditions of the escape using photos, GPS data, maps, and a written narrative describing the
282 incident including any adverse results and any lessons learned or measures that could be taken in the future
283 to prevent another incident. Any involvement from local fire department with jurisdiction over the area to
284 contain the escape should also be documented. Written or email communication outlining the general details
285 of the incident should be sent to the PRRIP Land Coordinator within 48 hours. A full report documenting
286 all the above information should be submitted to the PRRIP within one week following the incident.



287
288 *Shapefiles* – Before a burn is conducted, the PRRIP will provide contractors with GIS shapefiles of areas
289 to be burned. After the burn is complete, contractors must submit a shapefile showing the areas that were
290 actually burned. These shapefiles must be included with the each invoice. To receive payment, the acreage
291 identified in shapefiles must be identical to the acreage listed on the invoice to the nearest 1/10 acre.
292 Shapefiles will be projected to: NAD 1983 Nebraska State Plane Feet. The PRRIP shall field verify and
293 pay based on this acreage.

294
295 *Equipment Information:*
296 *Minimum Wildland Engine Specifications:* Wildland engines used by contractors on PRRIP burns must
297 meet or exceed all equipment specifications of the National Wildfire Coordinating Group (NWCG) for
298 Type 6 engines, with the added requirements of four-wheel drive (4X4) and foam proportioner. Type 6
299 specifications include: minimum tank size of 150 gallons; a pump rated at 50 gallons per minute (GPM) @
300 100 pounds per square inch (PSI); a hose and reel with a minimum of 50’ of 1” hose; 300’ feet of additional
301 1” hose; fire hydrant adapters and the ability to draft water.

302
303 On most burns, contractors will need to have a minimum of one engine and two UTV units on site.

304
305 Contractors are also required to provide all personal protective equipment (PPE) listed in the Program’s
306 Prescribed Fire Standard under Training and Safety Requirements (National Wildfire Coordinating Group
307 (NWCG) Standard). (**APPENDIX – A**)

308 309 **III. PROJECT BUDGET**

310 Contractors will submit a mobilization/demobilization cost, administration cost and per-acre cost for
311 prescribed fire services. Contractor compensation will be based on the number of acres burned during the
312 performance period.

313 314 315 **IV. FIELD AND OFFICE EQUIPMENT**

316 Potential Contractors will own or acquire all field and office equipment and software required to provide
317 prescribed fire management services.

318 319 320 **V. CONTRACT TERMS**

321 The selected Contractor will be retained by: Nebraska Community Foundation
322 PO Box 83107
323 Lincoln, NE 68501

324
325 The Contractor will be subject to (but not limited to) the following contract terms:

326
327 Certification/Training Requirements: See certification and training requirements in Appendix A.

328
329 Insurance Requirements: If awarded, contractor shall represent and guarantee that all employees, agents,
330 servants or representatives of contractor, and all employees, agents, servants, or representatives of
331 subconsultants are covered by workers’ compensation insurance as required by Nebraska Statute. Prior to
332 entering into contract with PRRIP, contractor shall furnish PRRIP with certificates of insurance, naming
333 PRRIP as named or additional insured without waiving any defense of sovereign immunity or increasing
334 the limits of PRRIP’s liability in excess of Nebraska State Statute for item (3) below, providing evidence



335 that contractor has in full force and effect the following minimum insurance with insurers authorized to do
336 business in the State of Nebraska. The certificate of insurance shall also provide that PRRIP shall be notified
337 in writing by the carrier at least 30 days prior to any cancellation of said insurance.
338

- 339 1. Workers’ compensation insurance as required above;
340 2. Motor vehicular liability insurance with limits of not less than \$1,000,000 combined single limit which
341 insurance shall be applicable to any and all vehicles utilized by contractor to provide the services requested
342 by PRRIP;
343 3. General liability insurance for all services rendered by contractor for the requested services with a
344 minimum of \$1,000,000 personal and advertising injury and \$1,000,000 general aggregate.
345

346 Contractor Liability: If a wildfire occurs as the result of the Contractor’s failure to follow the approved
347 Prescribed Fire Plan, the Contractor shall be liable for all damages and all costs for labor, subsistence,
348 equipment, supplies, and transportation deemed necessary to control the escaped fire and repair/replace all
349 PRRIP, personal and/or non-federal public property.
350

351 Open Burning Permits: A burning permit from the Rural Fire Protection Districts fire chief with jurisdiction
352 over the area to be burned is required. Names and contact information of the local fire chief will be available
353 and it will be the responsibility of the burn manager to make contact with the fire chief, present the written
354 burn plan and obtain a signed copy of the “Open Burning Permit.” A copy of this burn permit must be
355 provided to PRRIP with the final copy of burn plan for each burn unit.
356

357
358 **VI. SUBMISSION REQUIREMENTS**

359 All interested parties having experience providing the services listed in this RFP are requested to submit a
360 proposal.
361

362 Instructions for Submitting Proposals

363 One original and two (2) copies of your proposal and supporting documentation must be submitted by mail
364 to Tim Tunnell *no later than 12:00 PM Central Time Thursday, February 17, 2022*. A proposal is late if
365 received after that time and will not be considered. Proposals should be submitted to:
366

367 Tim R. Tunnell, Land Coordinator
368 Platte River Recovery Implementation Program
369 4111 4th Avenue, Suite 6
370 Kearney, NE 68845
371

372 Questions regarding the information contained in this RFP should be submitted to Tim Tunnell at
373 tunnelt@headwaterscorp.com. A list of compiled Contractor questions and responses will be maintained
374 on the Program web site (www.PlatteRiverProgram.org) in the same location as this RFP solicitation.
375
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383 RFP Schedule

384 The ED Office expects to complete the selection process and award the work by approximately February
385 25, 2022. The following table represents the RFP schedule:
386

| Description | Date | Time (Central) |
|--|---------------------------------------|----------------|
| Issue RFP | January 27, 2022 | NA |
| Pre-proposal meeting | February 10, 2022 | 1:00 PM |
| Last day for respondents to submit questions regarding the RFP | February 14, 2022 | 12:00 PM |
| Proposals due from respondents | February 17, 2022 | 12:00 PM |
| Evaluation of proposals | February 18, 2022 - February 24, 2022 | |
| Award of Work | On February 25, 2022 | |
| Start of Work | Approximately April 1 | |
| Completion of Work | Approximately May 15 | |

387

388 Pre-Proposal Meeting

389 A **mandatory** pre-proposal meeting of interested parties will be held on February 10, 2022 from 1:00 to
390 2:00 p.m. Central Time via conference call for the purpose of familiarizing the respondents with the work
391 scope and requirements included herein before submitting a response to this RFP. Please email Tim Tunnell
392 (tunnellt@headwaterscorp.com) for the conference call dial-in information along with a list of people from
393 your party expected to join in the pre-proposal conference call by 12:00 p.m. central time on February 9,
394 2022.

395

396 It is the Consultant's responsibility, while at the pre-proposal meeting/conference call, to ask questions
397 necessary to understand the RFP so the respondent can submit a proposal that is complete and in accordance
398 with RFP requirements. There shall be no minutes distributed by the ED Office regarding the meeting.
399

400 Proposal Content

401 Proposals must include the following contents and documentation:
402

403 1) **Executive summary** that presents a brief firm overview that condenses and highlights the contents of
404 the proposal in such a way as to provide a broad understanding of the Contractor's qualifications and
405 proposal.
406

407 2) **Project Understanding** that demonstrates the Contractor's understanding of project objectives and
408 identifies issues critical to project success.
409

410 3) **Project approach** that documents how the Contractor would organize and execute the scope of work
411 detailed in this RFP and provides project team organization, certifications, and responsibilities and
412 specifies which team members will work on each specific task.
413

414 4) **Qualifications and project experience** relevant to this project including the involvement/role of the
415 proposed team in those projects. A sample project experience/reference form is included in Section
416 VII.
417

418 5) **Equipment** list that includes all equipment that would be mobilized for this project.
419

420 6) **Cost rate** per acre for prescribed fire implementation. A cost form has been included in Section VII.



421
422 7) **Description of insurance** shall be provided with the proposal. Proof of insurance will be required
423 before a contract is issued. Minimum insurance requirements are described in Section V.
424

425 8) **Affirmative statement** that neither the firm nor the principals of the firm are on the federal suspended
426 and disbarred list. If the firm has a DUNS number, please provide to assist in verification.
427

428 Criteria for Evaluating Proposals

429 The GC will appoint a Proposal Selection Panel that will evaluate all proposals and select a Consultant
430 based on the following principal considerations:
431

- 432 1. Understanding of the overall objectives of the project and approach to meeting those objectives.
433
- 434 2. Qualifications and experience completing comparably sized prescribed burn projects safely and in a
435 timely manner.
436
- 437 3. The number/type of qualified personnel/equipment proposed to be dedicated to the project.
438
- 439 4. Ability to provide turn-key prescribed burns services.
440
- 441 5. Price proposal.
442

443 The winning proposal will be selected to best meet overall project objectives. Should the successful
444 Proposers be unable at any time to accomplish the work they have been contracted for or meet any of the
445 requirements or standards listed in this Proposal, the next ranked Contractor may be contacted to provide
446 the required work.
447

448 Award Notice

449 After completing the evaluation of all proposals, the Proposal Selection Panel will select a Contractor. That
450 firm will negotiate with the ED Office to establish a fair and equitable contract. If an agreement cannot be
451 reached, a second firm will be invited to negotiate and so on. If the Program is unable to negotiate a
452 mutually satisfactory contract with a Consultant, it may, at its sole discretion, cancel and reissue a new
453 RFP.
454

455 Program Perspective

456 The Program GC has the sole discretion and reserves the right to reject any and all proposals received in
457 response to this RFP and to cancel this solicitation if it is deemed in the best interest of the Program to do
458 so. Issuance of this RFP in no way constitutes a commitment by the Program to award a contract, or to pay
459 Contractor's costs incurred either in the preparation of a response to his RFP or during negotiations, if any,
460 of a contract for services. The Program also reserves the right to make amendments to this RFP by giving
461 written notice to Contractors, and to request clarification, supplements, and additions to the information
462 provided by a Contractor.
463

464 By submitting a proposal in response to this solicitation, Contractors understand and agree that any selection
465 of a Contractor any decision to reject any or all responses or to establish no contracts shall be at the sole
466 discretion of the Program. To the extent authorized by law, the Contractor shall indemnify, save, and hold
467 harmless the Nebraska Community Foundation, the states of Colorado, Wyoming, and Nebraska, the
468 Department of the Interior, members of the GC, and the ED Office, their employees, employers, and agents,



469 against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees
470 incurred as a result of any act or omission by the Contractor or its employees, agents, sub-Contractors, or
471 assignees pursuant to the terms of this project. Additionally, by submitting a proposal, Contractors agree
472 that they waive any claim for the recovery of any costs or expenses incurred in preparing and submitting a
473 proposal.
474

475 **VII. PROPOSAL RESPONSE FORMS**

476 The following forms are to be submitted as part of Contractor proposals.
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478



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

**2022 PRESCRIBED FIRE MANAGEMENT SERVICES
COST RATE:**

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Lump sum rates will include all pre-burn planning (burn unit reconasissance, burn plan development, obtaining burn permit from appropriate fire department, neighbor notifications), fire-line preparation, mobilization and demobilization. Per-acre rates will include ignition and stand-by time, mop-up and monitoring time (within the first 24 hours after ignition is complete) as well as all other labor, materials, equipment, tools, transportation, equipment mobilization, and supplies required to complete the work.

The Contractor is required to submit unit prices for all work Items below:

| Item No. | Description | Unit | Unit Price |
|----------|--|------|------------|
| 001 | Mobilization and Demobilization ¹ | LS | \$ _____ |
| 002 | Prescribed Fire Administration ² | LS | \$ _____ |
| 003 | Prescribed Fire Implementation ³ | AC | \$ _____ |

491

¹ Item includes costs to mobilize all personnel and equipment needed to complete the work from contractor’s base of operations to NE and costs to demobilize from NE to contractor’s base of operations at the termination of the performance period.

² Item includes burn unit reconnaissance, burn plan development, obtaining burn permit from appropriate fire department, and neighbor notifications for each unit.

³ Item includes cost of labor for fully equipped NWCG crew for a prescribed burning detail within PRRIP project area. This includes ignition and stand by time, mop up and monitoring time within the first 24 hours after ignition is complete on each unit. Item also includes all materials, equipment, tools, transportation, fuel and supplies to complete the work for a prescribed burning detail.



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

SIMILAR PROJECTS:

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COMPLETED PROJECT: _____

AGENCY/COMPANY: _____

CONTACT: _____ TELEPHONE: _____

START DATE: _____ COMPLETION DATE: _____

(month/year)

(month/year)

NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____

DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____

IGNITION METHOD(S) USED: _____

TOTAL ACRES BURNED: _____

CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____

COMPLETED PROJECT: _____

AGENCY/COMPANY: _____

CONTACT: _____ TELEPHONE: _____

START DATE: _____ COMPLETION DATE: _____

(month/year)

(month/year)

NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____

DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____

IGNITION METHOD(S) USED: _____

TOTAL ACRES BURNED: _____

CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____



541 COMPLETED PROJECT: _____
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543 AGENCY/COMPANY: _____
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550 DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____
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558 CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____
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565 COMPLETED PROJECT: _____
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567 AGENCY/COMPANY: _____
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578 IGNITION METHOD(S) USED: _____
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580 TOTAL ACRES BURNED: _____
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582 CERTIFIED PRESCRIBED BURN MANAGER(S) ASSIGNED TO PROJECT: _____
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588



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

REFERENCES:

(Names/address/telephone of three clients who can attest to your experience as it relates to the services you are proposing.)

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FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

EMAIL: _____

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

EMAIL: _____

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____

EMAIL: _____



619 **APPENDIX - A**
620 **PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM**
621 **PRESCRIBED FIRE STANDARDS**
622

623 **INTRODUCTION**

624 These Standards are designed to define procedures to be used by personnel involved in the planning,
625 reviewing, approving and implementing of prescribed fire on Platte River Recovery Implementation
626 Program (PRRIP) property.
627

628 **GUIDELINES**

629 **1. Prescribed Fire Implementation**
630

631 Prescribed fires on PRRIP lands are required to be conducted in compliance with Nebraska Statutes
632 subsection 81-520.01 and 81-520-02 and any other applicable laws.
633

634 Fireline installation and plowing will follow guidelines identified in the PRRIP Fireline Standards
635 document (Appendix B).
636

637 By 5:00 PM one day prior to ignition or by 8:30 AM the day of the burn, the Burn Manager responsible
638 for conducting the burn will notify the PRRIP Land Manager by *e-mail* indicating the location of the burn
639 area (Section, Township, Range), the tract name, the county where the burn will be conducted, and the
640 approximate acreage planned. The Land Specialist and the PRRIP Receptionist will also be copied on this
641 e-mail. In the event of an escaped prescribed fire, contractors should initiate suppression actions, contact
642 local fire chief with jurisdiction over the area, and then notify the PRRIP Land Manager or the Land
643 Specialist. If the escape impacts private property, the landowner should be contacted by the Land
644 Specialist. The Burn Manager responsible for conducting the burn should document the results of the
645 escape using photos, GPS, maps, and a written narrative describing the incident including any adverse
646 results; any involvement from local fire department with jurisdiction over the area to contain the escape
647 should also be documented. Written communication outlining the general details of the incident should be
648 sent to the PRRIP Land Manager within 48 hours. A full report documenting the all the above
649 information should be submitted within one week following the incident.
650

651 **2. Prescribed Burn Manager Requirements**
652

653 All prescribed fires on PRRIP land will be managed by a NWCG Certified Prescribed Burn Boss as
654 defined in the Wildland Fire and Prescribed Fire Qualification System Guide published by the National
655 Wildfire Coordinating Group (NWCG), Publication Numbers PMS 310-1 and NFES 1414 (January 2009)
656 and shall have detailed functional knowledge and specialized experience with prescribed burning in
657 grassland fuels. The certified Burn Manager must be present on site at all times during burn operations.
658 An updated copy of the Burn Manager’s current certification status card must be provided to Land
659 Manager prior to ignition. All required personnel, equipment, firebreaks and permits as established by law
660 must also be accounted for prior to ignition.

661 **3. Training/Safety Criteria**
662

663 Due to the inherent dangers of working with fire, minimum requirements must be implemented to ensure
664 that personnel are adequately trained and equipped to participate in a prescribed fire. These minimum



665 requirements apply to all participants involved in prescribed fire on PRRIP lands including PRRIP
666 personnel, burn contractors, cooperators from other agencies and students. The Contractor shall ensure
667 that all of his personnel are qualified to perform the duties of ignition, holding, patrol and mop-up as
668 defined in the Wildland Fire and Prescribed Fire Qualification System Guide published by NWCG,
669 Publication Numbers PMS 310-1 and NFES 1414 (January 2009).

670

671 Personal Protection Equipment:

672 The Contractor shall ensure that all crew members arrive at the work site with required personal
673 protective clothing and equipment, including: a serviceable National Fire Protection Association (NFPA)
674 approved fire shelter; a NFPA approved hardhat; eye protection; hearing protection; NFPA approved
675 flame resistant shirt and pants; NFPA approved leather gloves; and heavy-duty, leather, laced boots with
676 non-skid soles and tops at least eight inches high. The Contractor shall ensure the personal protective
677 clothing and equipment is operable and maintained in good repair. All personnel shall wear personal
678 protective clothing and equipment during all burning and mop-up operations. All personnel on a burn site
679 must have two-way radio communications with the burn manager and required suppression equipment.
680 Contractors are also encouraged to obtain radios that are programmable.

681

682 4. Prescribed Burn Purpose/Objectives

683

684 The burn purpose and objective for each prescribed burn will be determined by PRRIP staff. This
685 information will be conveyed to contractors before the burn is implemented to help with burn plan
686 development. In general, the burn purpose will describe an overall goal such as site preparation or hazard
687 reduction and the burn objective will identify a specific, measurable, parameter such as remove 75% of
688 available fuels. Prior to the burn, Burn Managers will evaluate the site to determine the type of ignition
689 methods, firing techniques and weather conditions needed to meet the pre-determined objective, safely
690 conduct the burn, and minimize negative effects such as duff ignition/soil damage, crown scorch, or
691 smoke management problems. This information will be included in the burn plan.

692

693 5. Prescribed Burn Plans

694

695 Burn plans will be written on a NWCG approved burn form or an alternative form approved by the
696 PRRIP Land Manager. Fully completed, legible, burn plans will be delivered to the PRRIP Land Manager
697 within one week following the completion of the burn. These plans must be signed by the Burn Manager.
698 Burn Managers will follow the PRRIP's Weather Parameter Standards (Appendix-A) when planning and
699 implementing prescribed burns. Fire weather forecasts for the appropriate county containing the burn site
700 will be used the day of the burn. These are available from the following National
701 Weather Service online sources:

702

703 Hastings:

704 <http://www.srh.noaa.gov/jax/text.php?sid=JAX&pil=FWF>

705

706 North Platte:

707 <http://www.srh.noaa.gov/productview.php?pil=TAEFWFTA&version=0>

708

709 **A copy of these forecasts must accompany the burn plan when**
710 **submitted to the PRRIP.**

711



712 The PRRIP requires that contractors keep good records of all pre-burn planning and site evaluation
 713 measures as well as actual firing techniques used during prescribed burn implementation. This will
 714 include full documentation of information such as: burn purpose and objective, Forecasted and actual
 715 weather conditions, soil moisture conditions (including soil saturation and depth to water in wetlands), the
 716 location of heavy duff layers, days since rain, and amount of rain received on the actual burn block,
 717 Keetch-Byram drought index (KBDI), etc. This information should be included in the burn plan or as an
 718 attachment. A copy of the burn plan and a site map showing burn area location, firelines, roads, and
 719 natural features shall be in the possession of the burn manager at the time of the burn. PRRIP staff will
 720 provide burn managers with a map and/or ground location point of any areas personnel should avoid.
 721 PRRIP staff may ask personnel to avoid disking, plowing or igniting fires in these areas. These sites may
 722 contain historical resources, threatened and endangered plant or animal locations, public use facilities or
 723 exotic plant infestations. Contractors will notify the PRRIP’s Land Manager within 24 hours if the
 724 following circumstances occur after the burn has been completed: 1) fire has escaped, 2) burn objectives
 725 were not met or 3) negative publicity or smoke management problems occurred.

726
727 6. GIS Requirements

728
729 Contractors must submit a shapefile showing acres burned with each invoice. To receive payment, the
 730 acreage identified in shapefile must be identical to the acreage listed on the invoice to the nearest 1/10
 731 acre. PRRIP staff will field verify and make payment based on this acreage. Shapefiles will be projected
 732 to: NAD 1983 Nebraska State Plane Feet.
 733

734 **WEATHER PARAMETER STANDARDS**

| | |
|-------------------------|--|
| Relative Humidity | <ul style="list-style-type: none"> • > or = 25% |
| Fine Dead Fuel Moisture | <ul style="list-style-type: none"> • 6% Minimum • Based on predicted fine fuel moisture (from tables) or direct measurement |
| Wind Speed | <ul style="list-style-type: none"> • Maximum mid-flame wind speed is 15 mph • Maximum forecast 20 ft wind speed is 18 mph |
| Category Day | <ul style="list-style-type: none"> • Category II in rural areas unaffected by smoke • Category III when there are smoke sensitive areas downwind |
| KBDI | <ul style="list-style-type: none"> • = or < 400 |
| Palmer Drought Index | <ul style="list-style-type: none"> • At least -1 |
| Temperature | <ul style="list-style-type: none"> • 90°F Maximum. |
| Smoke Management | <ul style="list-style-type: none"> • 9 mph Minimum transport wind speed • 2,000 ft Minimum Mixing Height |

735

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APPENDIX – B
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
FIRELINE STANDARDS

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INTRODUCTION:

These Standards are designed to be used by contractors, cooperators and Platte River Recovery Implementation Program (PRRIP) employees in the planning, reviewing, approving and construction of firelines.

GUIDELINES:

A prescribed burn will not be conducted without adequate firebreaks surrounding the burn plot. The installation and maintenance of firelines along PRRIP ownership boundaries and main public use roads is primary while minimizing interior lines whenever possible. Natural and artificial firebreaks should be utilized before installing new lines. This will help minimize soil erosion, hydrologic alterations, and impacts on natural plant communities and historic or prehistoric resources. Types of natural firebreaks include: rivers, lakes, streams, wetlands, etc. Artificial firebreaks are existing disturbances, facilities or cleared areas that may include: firelines, roads, ditches, trails, utility easements, blacklines and foam.

PRRIP personnel must approve the establishment of new firelines prior to construction. This approval will consider justification of need and route of firelines. Consideration will be given to the effect of the proposed fireline route on hydrology. Fireline routes will also be assessed for threatened and endangered species, archeological sites, public access facilities and exotic plants to avoid disturbing or spreading these. The addition of new firelines should be considered only if necessary for accomplishing safe prescribed burning. When possible, firelines should be coupled with other types of firebreaks (natural/artificial) to minimize ground disturbance.

Prescribed fires that escape or become out-of-prescription are often subject to emergency plowing. On PRRIP land, the preferred method for controlling such a fire is with a brush truck or other water delivery vehicle or to let the fire burn to the nearest firebreak. If these methods cannot be safely and effectively implemented, a tractor and fire plow should be used for suppression purposes.

PROCEDURES:

Fireline Installation and Maintenance:

- a) Fireline installation should not adversely impact listed plant or animal species, archeological resources, public use facilities such as bike or hiking trails, or enable the spread of exotic plant infestations. PRRIP staff will provide maps and/or ground location points of any areas to be avoided. These sites may contain historical resources, threatened and endangered plant or animal locations, public use facilities or exotic plant infestations.

- b) The PRRIP requires that all fireline installation and maintenance work produce a flat line that does not contain berms that may block or channel water flow. Root mats or heavy vegetation should be spread out within the block to avoid fuel build-up along the edges. The PRRIP prefers that firelines be reworked and maintained using



785 a heavy duty (forestry) harrow. Firelines installed with a dozer blade
786 or fire plow will be reworked to yield a flat line. The use of a fireplow
787 or dozer blade to install a fireline must be approved by the PRRIP
788 Land Manager.

789
790 c) If a fire plow is used to install a fireline, or control an escaped or
791 out of prescription fire, the burn contractor must rework the plowed
792 lines before demobilizing from site.

793
794 d) If a fireplow is used to control an escaped or out of prescription
795 fire, plow depth should be no greater than required to expose
796 mineral soil and stop the fire. A map of existing firebreaks, roads,
797 natural features and avoidance areas should be in the possession of
798 the plow operator and crew members at all times.

799
800 e) Firelines will not be constructed so that they create new travel
801 corridors or paths through or around areas that are cabled, gated, or
802 fenced. If a fire line is being installed along a public use road, disking
803 must be off to one side of the road, but not in the ditch, to allow
804 vehicles to continue to use the road.

805
806 f) Firelines should follow the contour of the land when possible, to
807 avoid downslope erosion. Lines should be stabilized if subject to
808 water flow by the use of water bars or turnouts.

809 g) Plow and harrow depth should be kept at the minimum possible at
810 all times.

811
812 h) Width of exposed mineral soil should be 6 to 8 feet for interior
813 lines after reworking.

814
815 i) Perimeter lines are critical to ensure that fires do not leave PRRIP
816 lands and impact private property. They should be wider than interior
817 lines and should be cleared 12 to 16 feet of trees and overhanging
818 vegetation. Wider lines may be required because of adjacent
819 property with heavy fuels or residential structures. Width of exposed
820 soil should be 8 to 10 feet and the line must be reworked if newly
821 plowed.

822
823 j) Wetlands should be avoided when installing firelines. A line
824 running up to a wetland incorporating it as a fire break is the best
825 method providing it does not act as a drain to channel water out of,
826 or cause erosion into the wetland. Wetlands should be burned when
827 it is possible to mimic the historical fire frequency and when it can be
828 done without risk of an organic peat layer (duff) fire.

829
830 k) When connecting firelines to wetlands and other hydrologic
831 features such as intermittent/perennial streams, rivers, lakes,
832 sinkholes, etc., firelines should stop a minimum of 75 feet from the



833 edge of these features. A wetline or handline can be used to tie in
834 the remaining distance.

835
836 l) Firelines should not follow the edge of a natural plant community
837 because it may disturb the ecotone and destroy rare plants that
838 often occupy this zone.

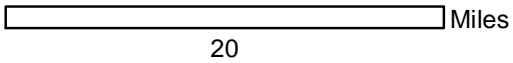
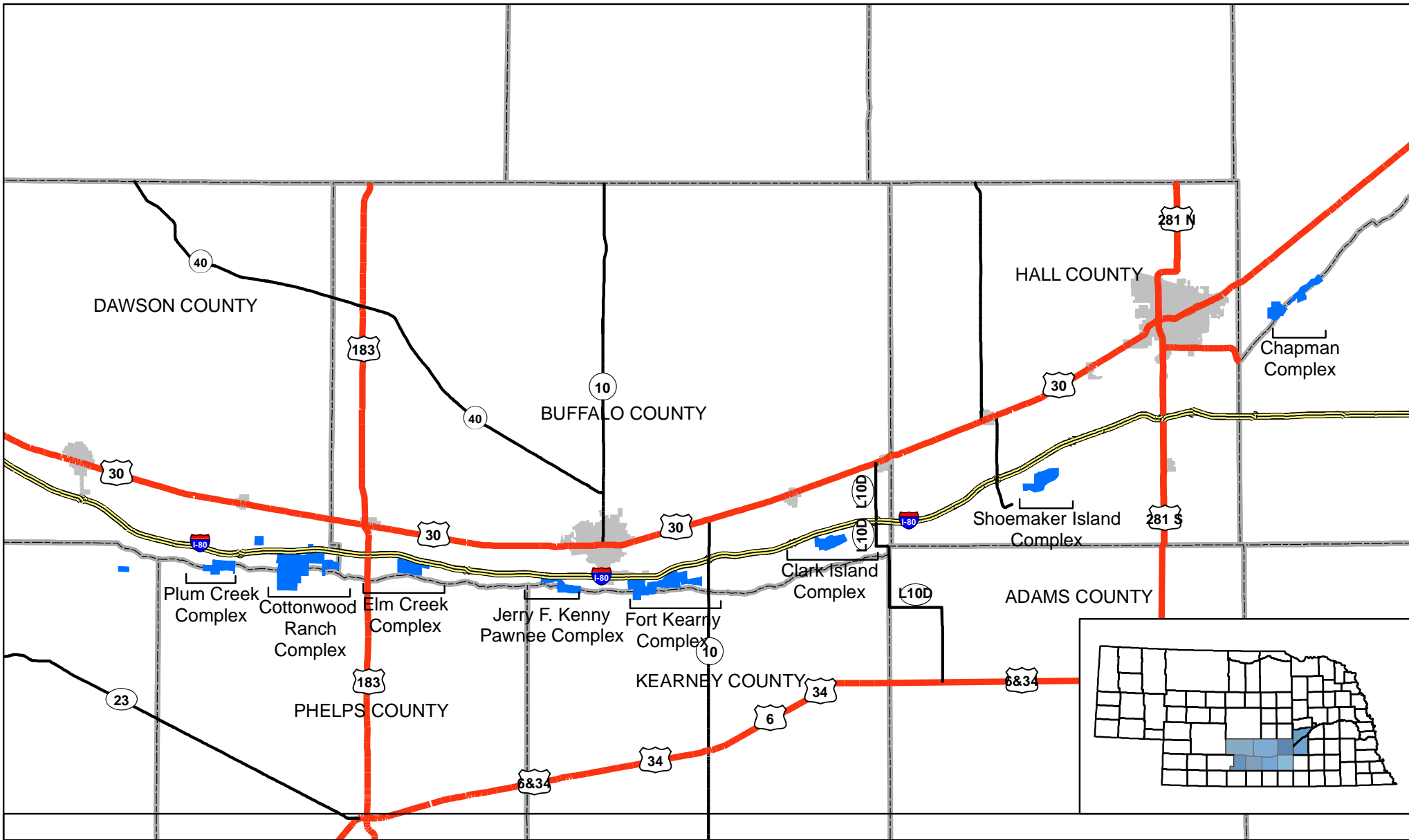
839
840 m) Primary firelines such as tract boundaries should be maintained
841 at least once a year by disking if needed. Adjacent areas may
842 require mowing. When possible, fireline maintenance should occur
843 during early growing season.

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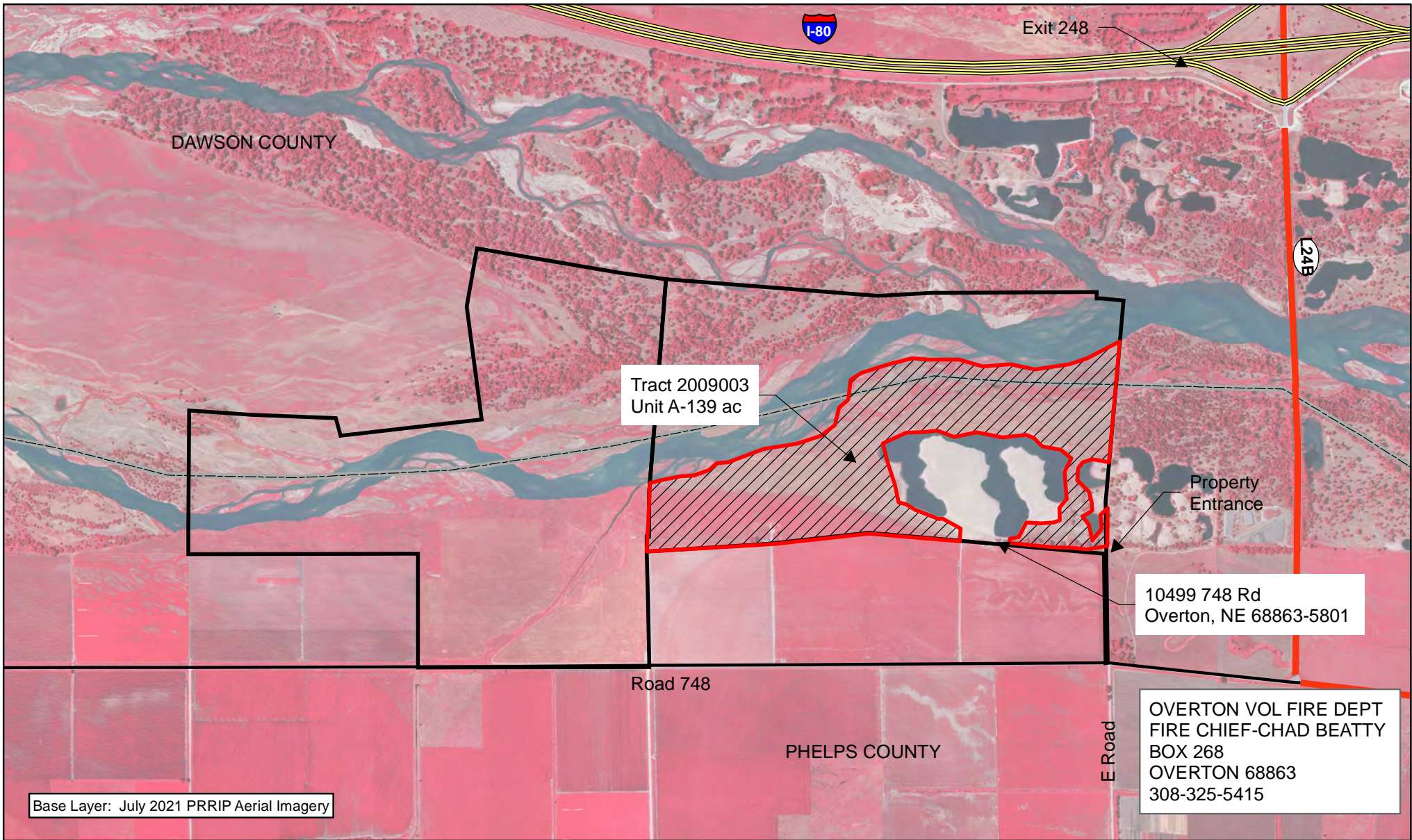
APPENDIX – C
FIGURES 1-10



HABITAT COMPLEXES
FY 2022
Rx Fire
Management Services

Date: 1/17/2022
By: TRT

Figure 1

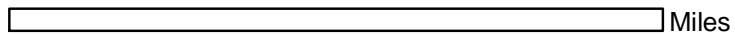


Legend

 Habitat_Complex Boundary

PRRIP_Rx_Fire

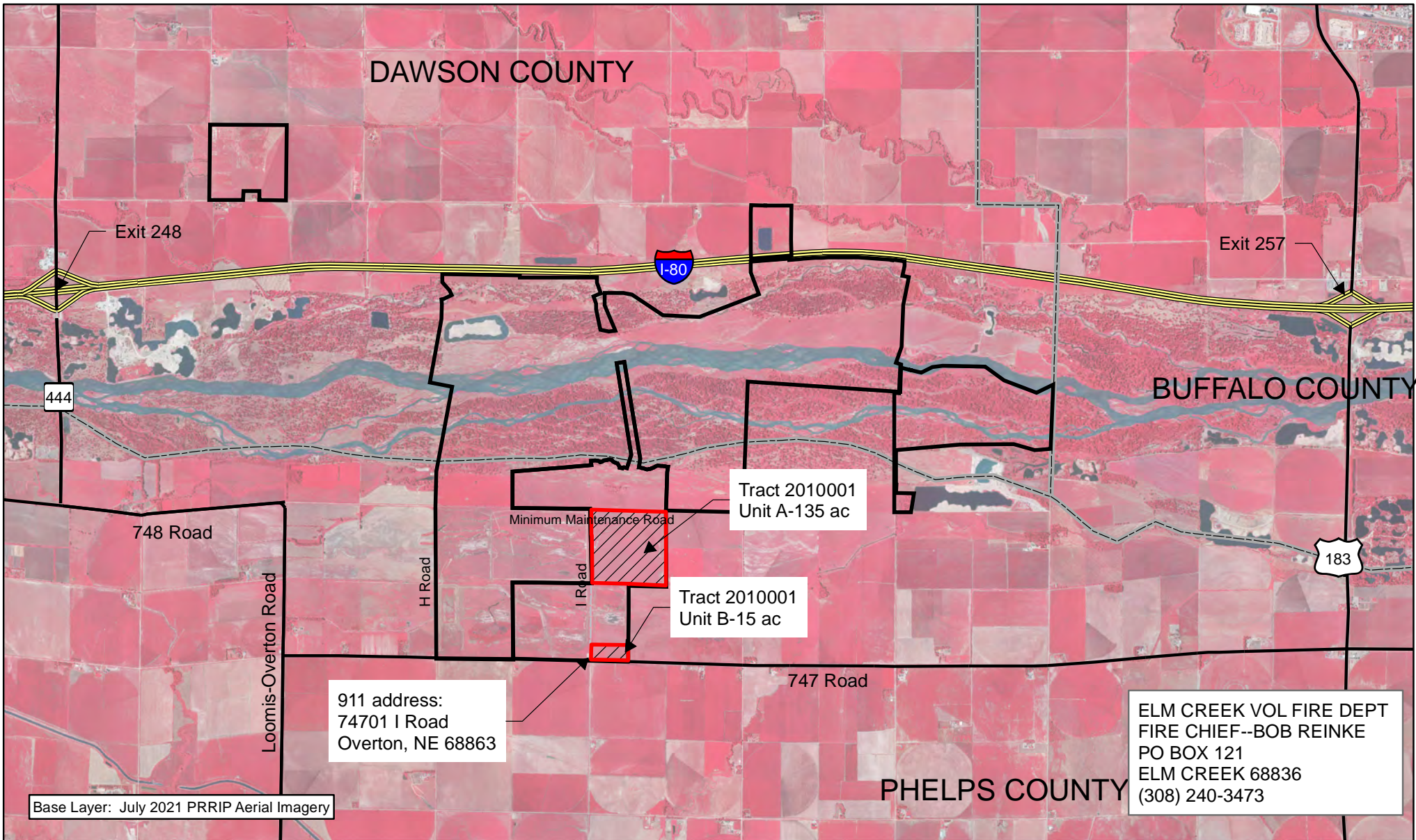
 2022





PLUM CREEK COMPLEX
FY 2022
SPRING
BURN UNIT

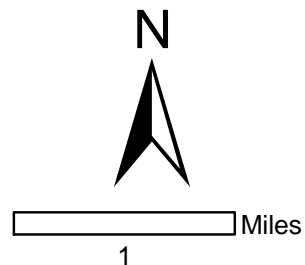
Date: 1/17/2022
By: TRT

Figure 2



Legend

-  Habitat_Complex Boundary
- PRRIP_Rx_Fire**
-  2022

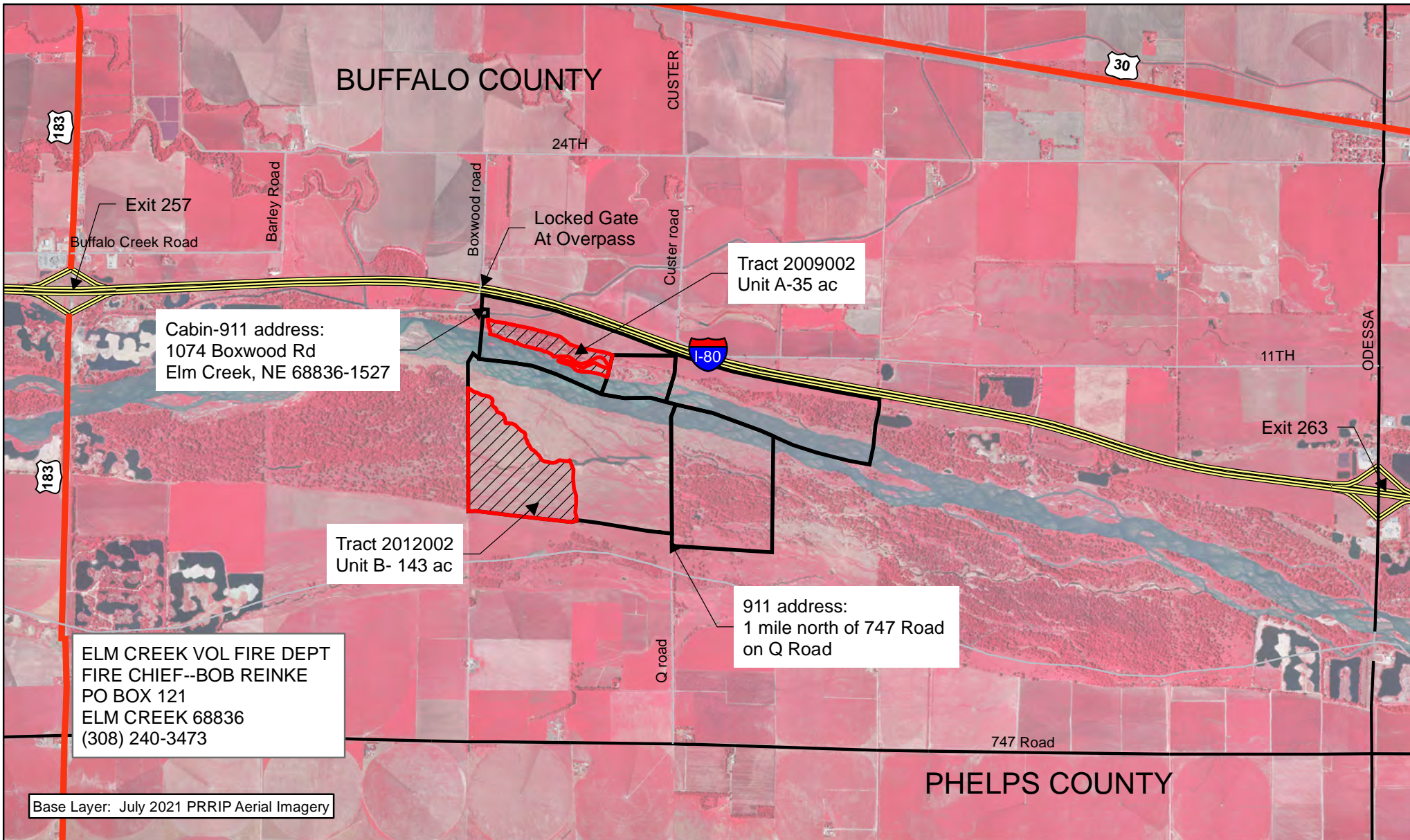


COTTONWOOD RANCH COMPLEX

FY 2022
SPRING
BURN UNITS

Date: 1/17/2022
By: TRT

Figure 3



Base Layer: July 2021 PRRIP Aerial Imagery



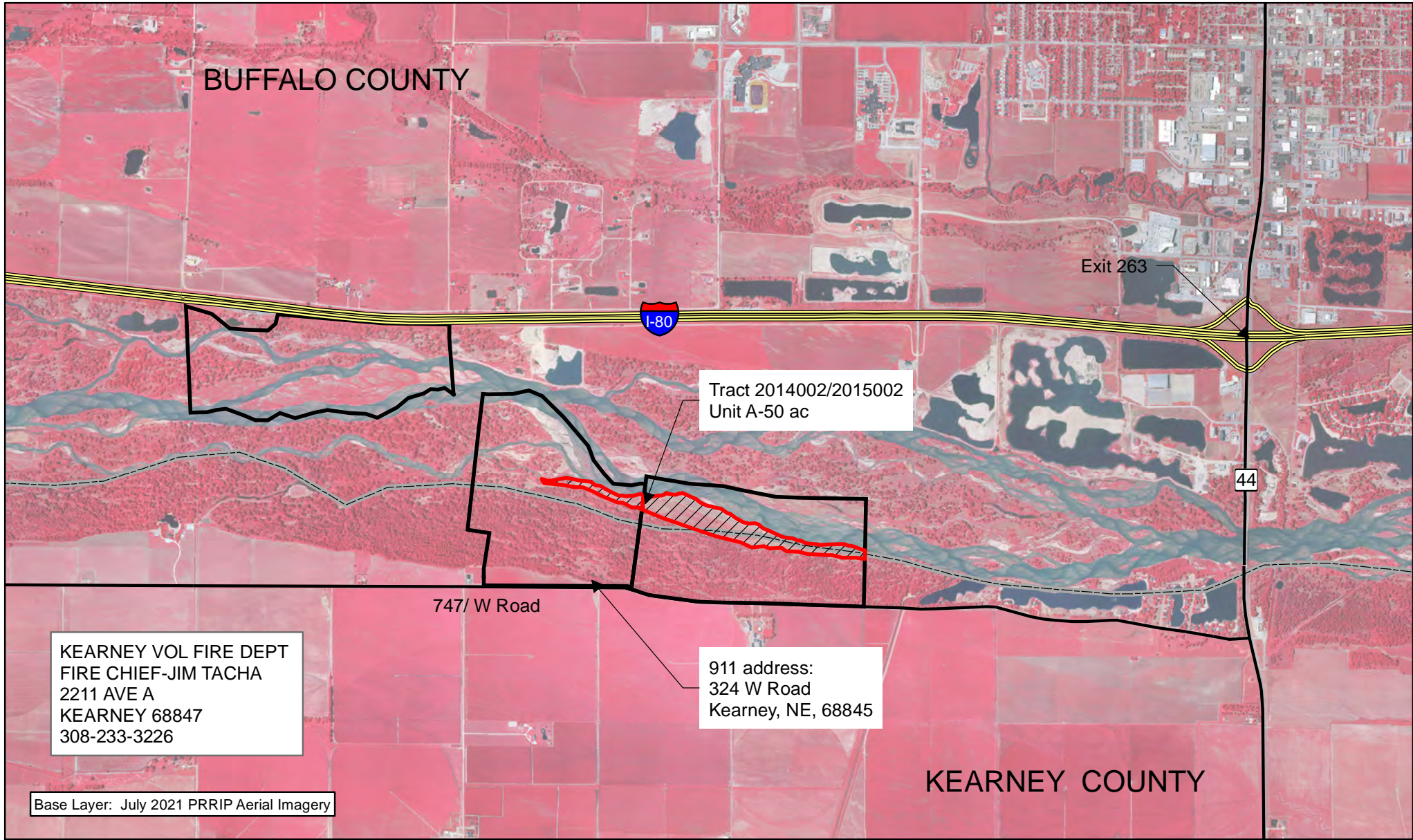
Legend
 [Black Outline] Habitat_Complex Boundary
PRRIP_Rx_Fire
 [Red Hatched Box] 2022



[Scale Bar] Miles
 1

ELM CREEK COMPLEX
 FY 2022
 SPRING
 BURN UNITS
 Date: 1/17/2022
 By: TRT

Figure 4



PLATTE RIVER
RECOVERY IMPLEMENTATION PROGRAM


Legend

 Habitat_Complex Boundary

PRRIP_Rx_Fire

 2022



 Miles

1

JFK PAWNEE COMPLEX
FY 2021
SPRING
BURN UNITS

Date: 1/17/2022
By: TRT

Figure 5

BUFFALO COUNTY

Exit 279



Property Entrance

Tract 2015001
Unit B 52 ac

Tract 20009004
Unit C- 148 ac

Kilgoore Road

10

Tract 2015001
Unit A- 180 ac

911 address:
7030 Kilgoore Road
Gibbon, NE

KEARNEY COUNTY

KEARNEY VOL FIRE DEPT
FIRE CHIEF-JIM TACHA
2211 AVE A
KEARNEY 68847
308-233-3226

Base Layer: July 2021 PRRIP Aerial Imagery

50 A



Legend

Habitat_Complex Boundary

PRRIP_Rx_Fire

2022



Miles

1

FORT KEARNEY COMPLEX

FY 2022

SPRING

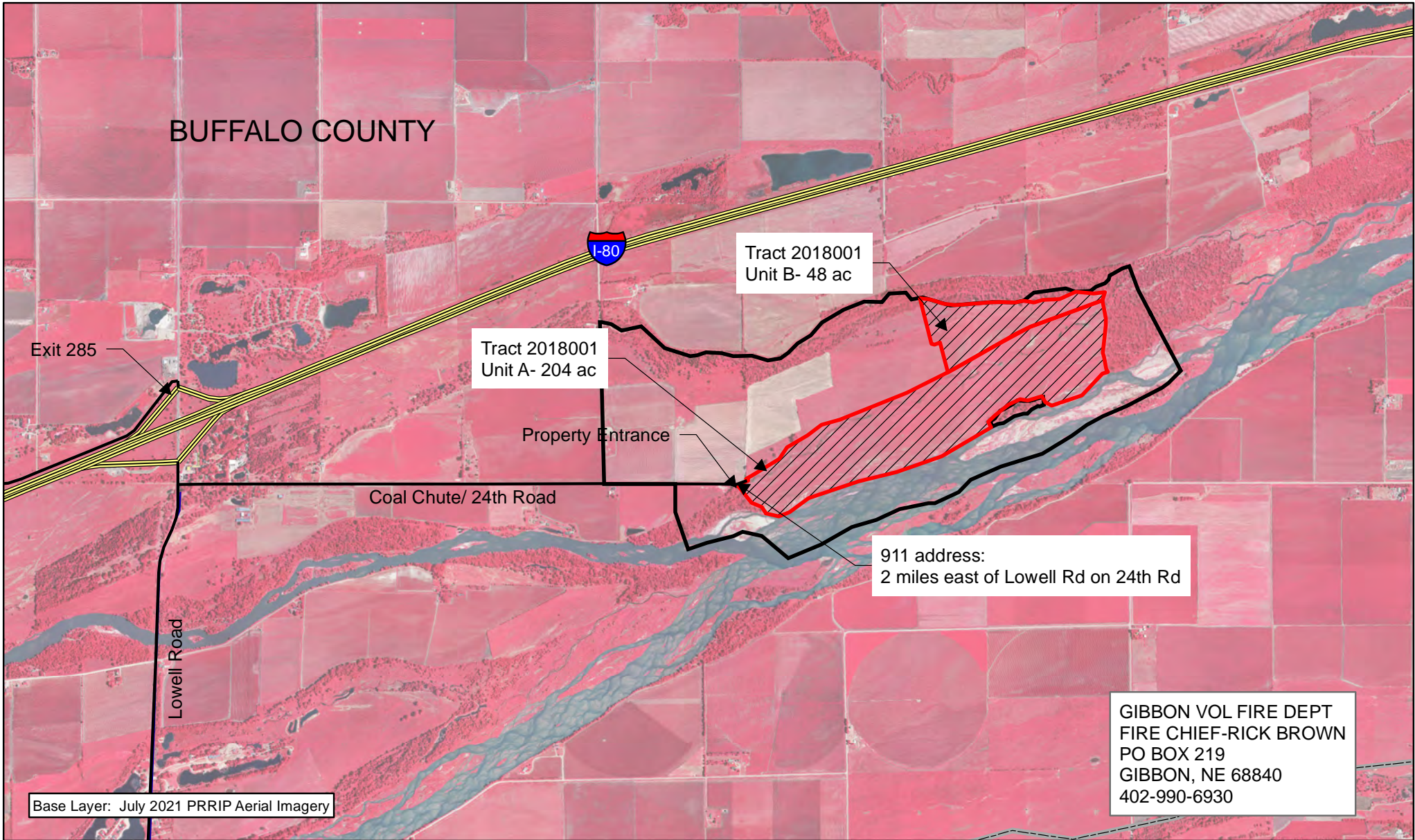
BURN UNITS

Date: 1/17/2022

By: TRT

Figure 6

BUFFALO COUNTY



Base Layer: July 2021 PRRIP Aerial Imagery


GIBBON VOL FIRE DEPT
FIRE CHIEF-RICK BROWN
PO BOX 219
GIBBON, NE 68840
402-990-6930



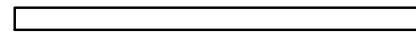
Legend

 Habitat_Complex Boundary

PRRIP_Rx_Fire

 2022



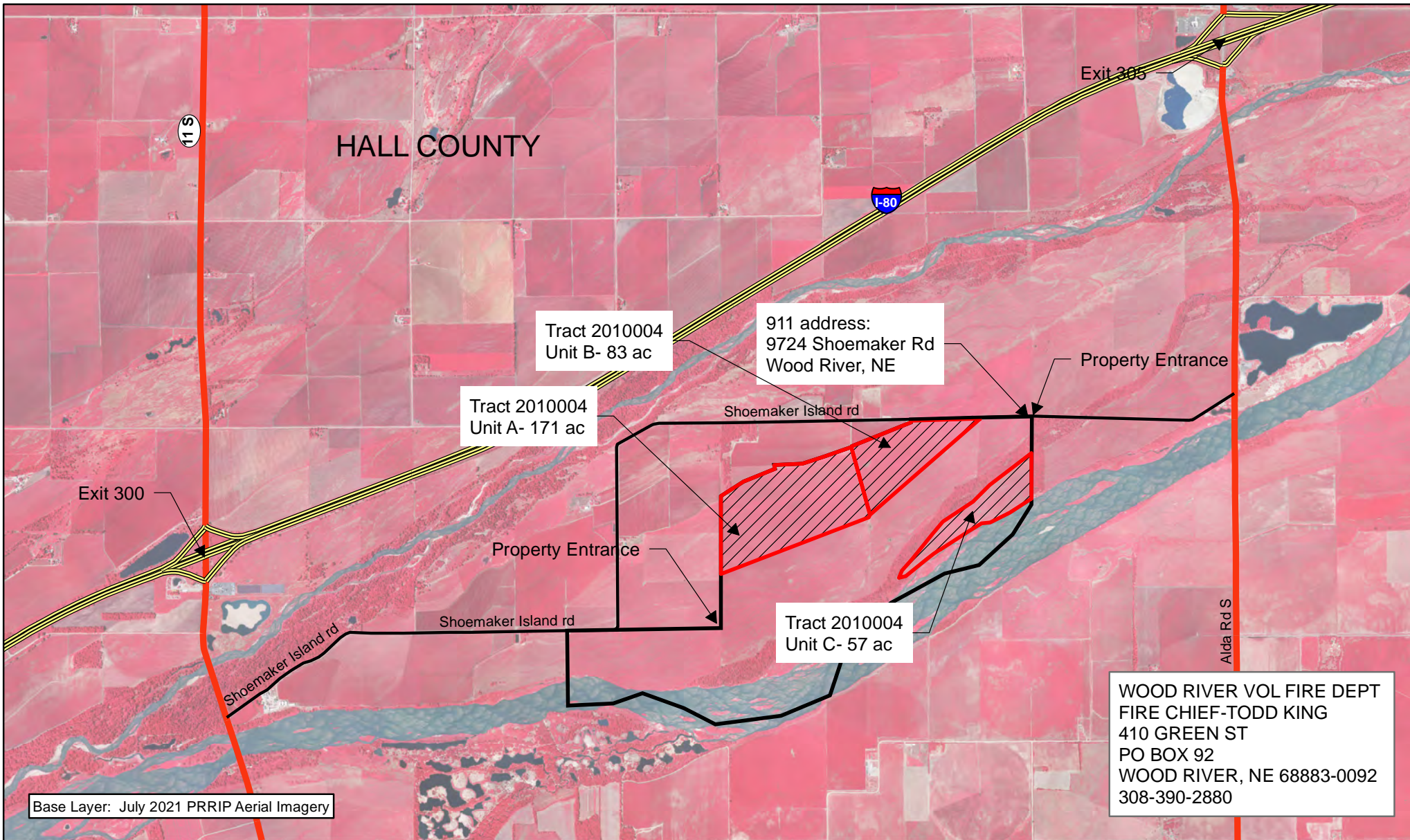
 Miles

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CLARK ISLAND
COMPLEX
FY 2022
SPRING
BURN UNITS

Date: 1/17/2022
By: TRT

Figure 7




Legend

 Habitat_Complex Boundary

PRRIP_Rx_Fire

 2022



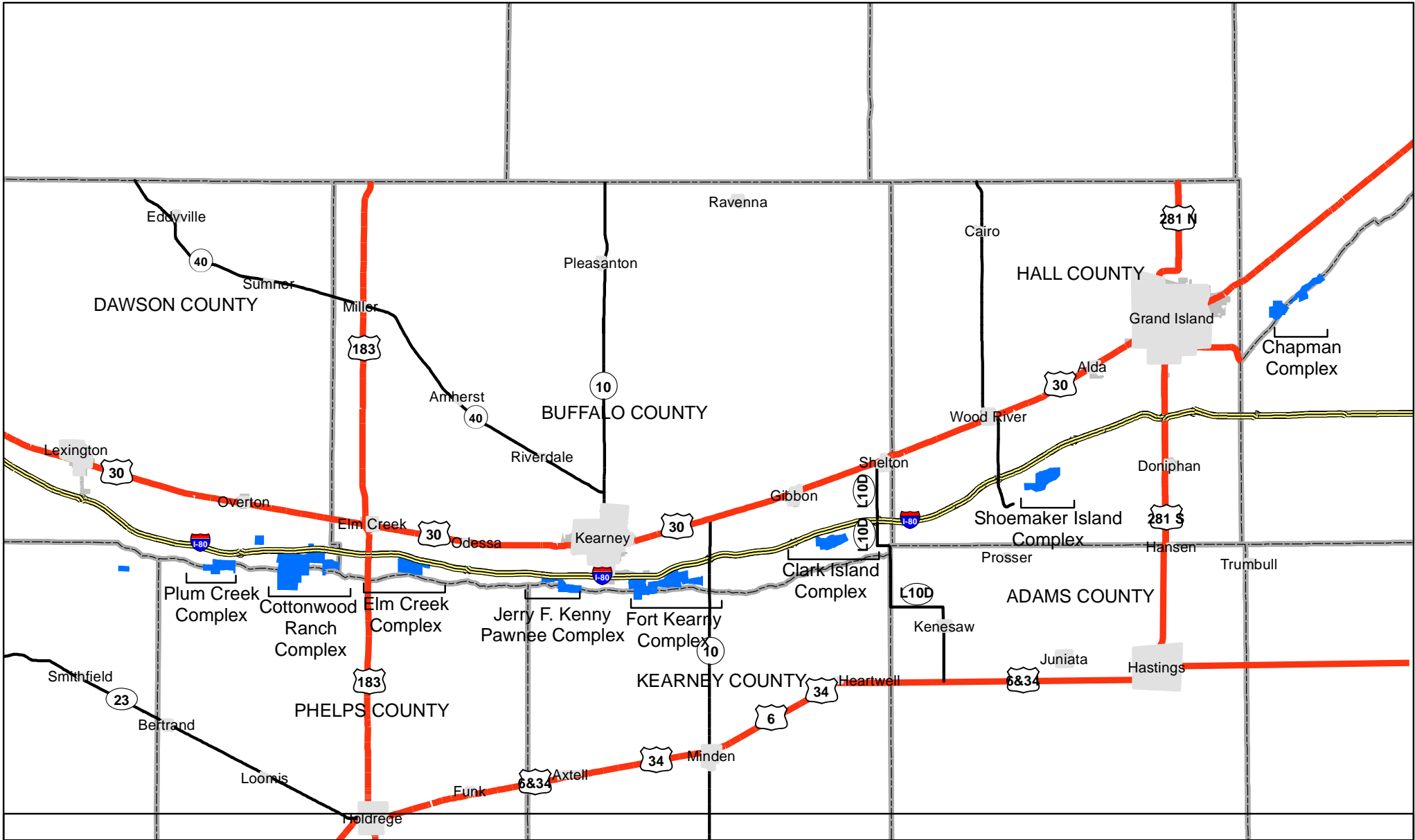
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**SHOEMAKER ISLAND
COMPLEX**
FY 2022
SPRING
BURN UNITS

Date: 1/17/2022
By: TRT

Figure 8



20 Miles

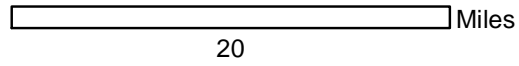
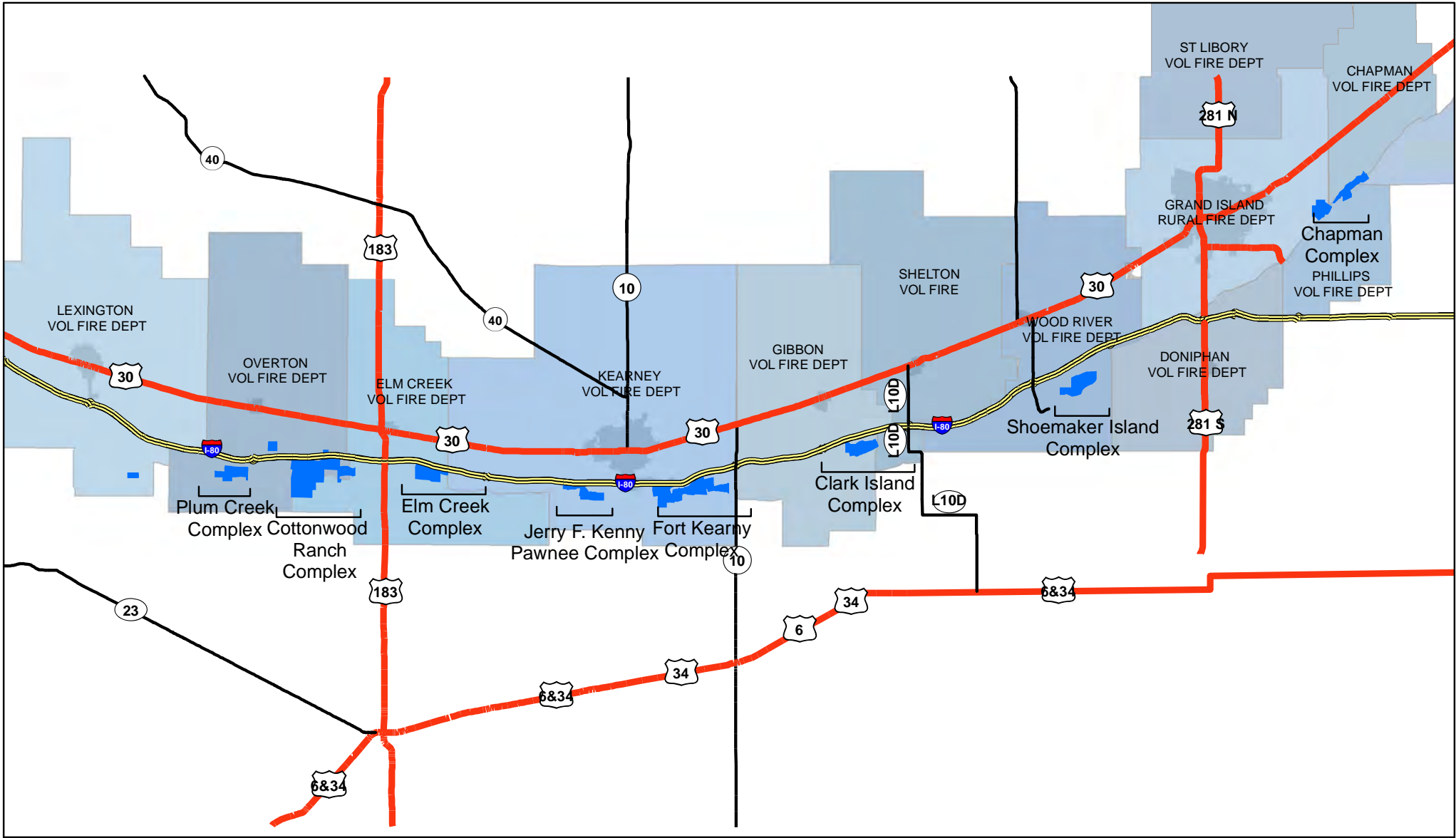
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**COMMUNITIES AT RISK OF SMOKE
FY 2022**

Date: 1/17/2022
By: TRT

Figure 9





**CENTRAL PLATTE
FIRE DISTRICTS
FY 2022**

Date: 1/17/2022
By: TRT

Figure 10



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893
894

**APPENDIX – D
EXAMPLE CONTRACT**



XXXXXX
XXXXXX
XXXXXX
TIN# XXX
DUNS #XXXX

Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501-3107
FEIN 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Platte River Recovery Implementation Program, and XXXXX

**Prescribed Fire Management Services
2022**

1. **Parties.** This Contract is made and entered into by and between Nebraska Community Foundation (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and XXXXX (“**Contractor**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Jason Farnsworth of the **Program**; and XXXXXX of the **Contractor**.

2. **Purpose of Contract.** The purpose of this Contract is to allow the **Foundation**, acting as the fiscal agent for the Governance Committee (GC) of the **Program**, to retain the services of the **Contractor** to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the **Program**, and to delegate the Executive Director’s Office (“**ED Office**”) through its Executive Director or his designee the authority to administer this Contract.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and shall remain in effect until May 15, 2022, or until the work required is satisfactory completed, whichever occurs first. Work performed under this Contract shall occur from April 1 through May 15 during a spring prescribed fire detail. Any extension of the contract term beyond May 15, 2022, must be in writing, signed by both Parties in order to be valid.

4. **Payment.**

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

B. **Project Budget.**

The Contract total amount is controlling and is a ceiling price that Contractor exceeds at its own risk. Payment shall be made directly to the Contractor. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the Program may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

Billing and Payment Procedures.

Payment for prescribed fire implementation shall be made as the work proceeds, after presentation of billing reports by the Contractor showing specific prescribed fire implementation costs. Payment shall be based on the number of acres burned by the Contractor. Acres burned will be measured based on the total area within each burn unit as described in Exhibit A. The Contractor will not be penalized for incomplete ignition within burn units as long as the Contractor makes a good faith effort to reignite unburned interior areas with adequate fuels.

The Contractor shall send billing reports for services performed for the various tasks outlined in Exhibit A to the ED Office (address included below). The Program’s Executive Director, upon receiving the billing report, will review the bill and advance the invoice to the Bureau of Reclamation who will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Contractor within 30 days of receiving notice of approval. Payments are due within 60 days after the billing date.

Billing Point of Contact (Program):

Jason M. Farnsworth, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: farnsworthj@headwaterscorp.com

D. Withholding of Payment. When the Program has reasonable grounds for believing that the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and payable to the Contractor reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program’s satisfaction or this Contract is terminated pursuant to Section 8.T. Any amount so withheld may be retained by the Program for such period as it may deem advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or Foundation by reason of the Program’s failure or refusal to withhold monies. No interest shall be payable by the Program or Foundation on

any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the [Program](#) or [Foundation](#).

5. Responsibilities of Contractor.

A. Scope of Services. The [Contractor](#) shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit A, the specific requirements shall prevail.

B. Personnel. All of the services required hereunder will be performed by the [Contractor](#) or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Materials and Tools. Unless otherwise expressly provided herein, or unless such expenses are previously approved by the Program in writing prior to their expenditure, Contractor agrees to provide, at its sole expense, all the necessary labor, machinery, tools, equipment, supplies, materials and appliances required to perform the Work.

D. Contractor Wildfire Liability. If a wildfire occurs as the result of the Contractor's failure to follow the approved Prescribed Fire Plan, the Contractor shall be liable for all damages and all costs for labor, subsistence, equipment, supplies, and transportation deemed necessary to control the escaped fire and repair/replace all Program, personal, and/or public property.

E. Subcontracts. No subcontracts are allowed under this agreement.

F. 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.

G. Maps, Plans and Documents. One (1) copy of maps, plans, worksheets, logs, field notes or other documents prepared under this Contract, shall be submitted to the [Program](#)

6. Responsibilities of the Program.

A. Designated Representative. The Executive Director of the [Program](#) shall act as the [Program's](#) administrative representative with respect to the [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 covered by 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. Provide Criteria. The ED Office shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

A. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

B. 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 Director of Outreach and Operations in the ED Office.

C. Monitor Activities. The Program shall have the right to monitor all Contract-related activities of the Contractor. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract-related work.

D. 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.

E. 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.

F. Anti-Lobbying. Contractor makes the representations set forth on the Certification Regarding Lobbying, which is attached as Exhibit C and incorporated by reference as part of this Contract. Contractor shall execute such Certification at the time of executing this Contract.

8. General Provisions.

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

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

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The 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, the Foundation and any of their representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the Program or the Foundation, provide to the Foundation 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 the Foundation 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 Platte River Recovery Implementation 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. Contractor shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

H. Compliance with Law. The 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 which 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 insure 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 a adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions, or the Foundation, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of *ten (10)* pages, Exhibit A, consisting of *fourteen (14)* pages, Exhibit B, consisting of *one (1)* page, and Exhibit C, consisting of *one (1)* page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Indemnification. The Contractor shall indemnify and hold harmless the Foundation, the Program, the ED Office, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of 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.

M. 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, Foundation, 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 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 Foundation or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the

Program. The **Contractor** agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to **Foundation, 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.

N. 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.

O. 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.

P. 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**.

Q. 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.

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

(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 One Million Dollars (\$1,000,000) per occurrence.

(ii) Motor Vehicle Liability Insurance. **Contractor** shall maintain, during the entire term of the Contract, motor vehicle liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles, utilized by Contractor in performing services pursuant to this Contract.

(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.

S. 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.

T. Termination of Contract. This Contract may be terminated, without cause, by the **Program** upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the **Contractor** fails to perform in accordance with the terms of this Contract. In the event of a termination, **Program** shall pay Contractor for all reasonable work performed up to the effective date of the termination.

U. 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.

V. Time is of the Essence. Time is of the essence in all provisions of the Contract.

W. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

X. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

9. Contacts.

Administrative Point of Contact (Foundation):

Diane M. Wilson
Manager of Public/Private Partnerships
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Admin. Point of Contact (Program):

Jason M. Farnsworth, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: farnsworthj@headwaterscorp.com

Technical Point of Contact (Program):

Tim R. Tunnell, Land Coordinator
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: tunnellt@headwaterscorp.com

Media Point of Contact (Program):

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

Technical Point of Contact (Contractor):

XXXXXXXX, XXX
XXXXXXXX
XXXXXXXX
XXXXXXXX, XX XXXXX
Phone: (XXX) XXX-XXX
Email: XXXXXXXXXXXXX

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

10. 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

Diane M. Wilson
Manager of Public/Private Partnerships

Date

XXXXXXXXXX

XXXX X. XXXXX
XXXX

Date

**EXHIBIT “A”
SCOPE OF SERVICES**

A. PROJECT DESCRIPTION

1. Location: *Contractor will provide prescribed fire management services in the Platte River Recovery Implementation Program (“PRRIP” or “Program”) Associated Habitat Reach (AHR) in central Nebraska.*
2. Purpose: This project includes prescribed fire planning, administrative services and associated prescribed fire implementation in 2022.
3. History: This Scope of Services is based on a competitive bid process for the 2022 spring fire season.

B. SCOPE OF SERVICES

The Contractor will provide prescribed fire management services during the spring of 2022. The performance periods will run from April 1 to on or around May 15. The Contractor must have sufficient availability during the performance periods to fully utilize weather windows that meet prescriptions for burns at Program habitat complexes which are distributed along a ninety-mile reach of the Platte River in central Nebraska.

The Contractor will be responsible for lodging and all labor, materials, equipment, tools, transportation and supplies required to complete the work. Fire management services will include, but are not limited to, prescribed fire planning and implementation, fire-line preparation, post burn mop-up and monitoring, and if needed, wildfire suppression. Contractor must be able to provide its own equipment. Contractor must also be available respond to any issues that may arise after each prescribed burn is complete. These issues could include smoke management problems, mop-up concerns, post-burn monitoring needs or escapes. This response must occur during the same day of contact by the Rural Fire Protection Districts local fire chief with jurisdiction over the burn unit or EDO staff and must include the appropriate personnel, equipment or contingency measures.

Habitat Complexes

Program lands are generally organized into approximately 1,000- to 3,000-acre blocks referred to as habitat complexes. There are six habitat complexes distributed across the project area, containing most of the land to be burned on an annual basis. We anticipate burning approximately 1,500-2,000 acres annually. The following description generally apply to areas that will be burned:

- Most burn blocks on these tracts have been burned once over the last five to ten years; stand types are primarily lowland, tall grass prairie that have been heavily invaded with introduced cool-season grasses and often include natural riparian forest;
- Most burn units have a history of grazing and/or haying;

- Fire-lines are often limited to roads, ditches, mowed/hayed lines and river/ slough edges; contractors should be comfortable burning from these features; additional fire-line establishment can be conducted but must be authorized by the PRRIP Land Manager.
- Smoke Management will be a priority concern for contractor. All units are located within proximity to Interstate 80, communities and farmsteads. Contractors will be cautious in utilizing appropriate wind speed and directions to prevent conflicts/ accidents due to prescribed fire operations and smoke.

The following sections of the scope of work provide specific information about each habitat complex.

Specific burn units and other relevant information will be included from RFP.

EXHIBIT “B”
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2022

| <u>Item No.</u> | <u>Description</u> | <u>Unit</u> | <u>Unit Price</u> |
|-----------------|---------------------------------|-------------|-------------------|
| 001 | Mobilization and Demobilization | LS | \$X |
| 002 | Prescribed Fire Administration | LS | \$X |
| 003 | Prescribed Fire Implementation | AC | \$X |

EXHIBIT “C”
Certification Regarding Lobbying

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Contractor with respect to the federal grant or cooperative agreement under which the Contractor is receiving monies.

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

XXXXXXXX (“CONTRACTOR”)

By:

XXXXX X XXXXX, XXX

Date