



REQUEST FOR PROPOSALS (RFP)

**Prescribed Fire Management Services
2023-2025**

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

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

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

SUBJECT: Prescribed Fire Management Services- 2023-2025
REQUEST DATE: January 20, 2023
PRE-PROPOSAL MEETING: February 10, 2023 – 1:00 pm CST
CLOSING DATE: February 24, 2023 – 5:00 pm CST
POINT OF CONTACT: Tim R. Tunnell, Land Coordinator
Headwaters Corporation
tunnellt@headwaterscorp.com

I. OVERVIEW

The Platte River Recovery Implementation Program (“Program” or “PRRIP”) was initiated on January 1, 2007, between Nebraska, Wyoming, Colorado, and the Department of the Interior to address threatened and endangered species issues in the central and lower Platte River basin. The species considered in the Program, referred to as “target species”, are the whooping crane, piping plover, interior least tern, and pallid sturgeon.

A Governance Committee (GC) reviews, directs, and provides oversight for Program activities. The GC is comprised of one representative from each of the three states, three water user representatives, two representatives from environmental groups, and two members representing federal agencies. The GC has named Jason Farnsworth to serve as the Program Executive Director (ED). Headwaters Corporation serves as the staffing mechanism for the Program. Program staff are 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 13,759 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. **The GC is requesting proposals from National Wildfire Coordinating Group (NWCG) qualified contractors for Calendar Years 2023, 2024, and 2025 turn-key prescribed fire management services.**

II. PROJECT DESCRIPTION & SCOPE OF WORK

Project Description

The Program is requesting a multi-year proposal for prescribed fire management services during 2023, 2024, and 2025. The performance period will begin on April 1 through May 15 during a spring prescribed fire detail for each year of the contract period. 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. A Fall prescribed fire detail is contingent on weather conditions and contractor availability which will be coordinated between the EDO and contractor on an annual basis at the same rates as a spring detail.

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



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

54 **Scope of Work**

55 Habitat Complexes

56 Program lands are generally organized into approximately 1,000-to-3,000-acre blocks referred to as
57 habitat complexes. There are eight habitat complexes distributed across the project area, containing most
58 of the land to be burned on an annual basis (**Figure-1**). We anticipate burning approximately 1,000 -2,000
59 acres annually across all habitat complexes. Burn unit boundaries will be identified and provided to the
60 contractor during February of each year for planning purposes. The following description generally apply
61 to areas that will be burned:

- 62 • Most burn blocks on these tracts have been burned once over the last five to ten years; stand types
63 are primarily lowland, tall grass prairie that have been heavily invaded with introduced cool-season
64 grasses and often include natural riparian forest.
- 65 • Most burn units have a history of grazing and/or haying.
- 66 • Fire-lines are often limited to roads, ditches, mowed/hayed lines, and river/ slough edges; contractors
67 should be comfortable burning from these features; additional fire-line establishment must be
68 authorized by the PRRIP Land Coordinator.
- 69 • Smoke Management will be a priority concern for the contractor. All units are located within proximity
70 to Interstate 80, communities, and farmsteads. Contractors will be cautious in utilizing appropriate
71 wind speed and directions to prevent conflicts/ accidents due to prescribed fire operations and
72 smoke.
- 73
- 74
- 75

76 The following sections of the scope of work provide specific information about each habitat complex.
77 ***Specific burn units are NOT identified on these maps and will be provided to contractor in February of***
78 ***each year.***

79 Plum Creek Complex

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

- 81 1. Plum Creek Complex is located less than 1 mile to the south of Interstate 80 between the towns of
82 Lexington and Overton, NE.
- 83 2. Plum Creek Complex is approximately 722 acres, contains 2 tracts of land and is 2 miles long with most
84 of the land located on the south side of the Platte River; mostly grassland fuels; There is 1 additional
85 wetland tract, approximately 100 acres, located near the southwest of the complex (**Figure-2**).
- 86 3. Tract 2012004 is in the Lexington Volunteer Fire Department Jurisdiction and Tracts 2009003 and
87 2009007 are in the Overton Volunteer Fire Department Jurisdiction. (**Figure-11**).
- 88
- 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
 - 94 towns of Overton and Elm Creek, NE.
 - 95 2. Cottonwood Ranch Complex is approximately 3,528 acres, contains 3 tracts of land and is 4 miles long
 - 96 with most of the land located on the south side of the main channel of the Platte River; mostly
 - 97 grassland fuels; There is 1 additional wetland tract, approximately 153 acres, located near the
 - 98 northwest of the complex (**Figure-3**).
 - 99 3. Tracts 2008002, 2010001, 2009006 and 2013001 are in the Overton Volunteer Fire Department.
 - 100 (**Figure-11**).

101

102 Elm Creek Complex

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

- 104
- 105 1. Elm Creek Complex is located less than 1/4 mile to the south of Interstate 80 between the towns of
 - 106 Elm Creek and Odessa, NE.
 - 107 2. Elm Creek Complex is approximately 1,555 acres, contains 9 tracts of land and is 2 miles long with 4
 - 108 tracts being located on the north side of the Platte River and the others are located on the south side
 - 109 of the Platte River. (**Figure-4**).
 - 110 3. Tracts 2009002, 2009005, 2012001 and 2012002 are in the Elm Creek Volunteer Fire Department
 - 111 Jurisdiction (**Figure-11**).

112

113 Pawnee Complex

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

- 115
- 116 1. The Pawnee Complex is located less than 1/4 mile to the south of Interstate 80 between the town of
 - 117 Odessa, NE and Kearney, NE.
 - 118 2. The Pawnee Complex is approximately 467 acres, contains 2 tracts of land and is 2 miles long. Both
 - 119 tracts are located on the south side of the Platte River (**Figure-5**).
 - 120 3. Tracts 2014002 and 2015002 are in the Kearney Volunteer Fire Department Jurisdiction (**Figure-11**).

121

122 Fort Kearny Complex

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

- 124
- 125 1. The Fort Kearny Complex is located less than 1/4 mile to the south of Interstate 80 and is located
 - 126 between 2 channels of the Platte River near the town of Kearney, NE, and Highway 10.
 - 127 2. The Fort Kearny Complex is approximately 2,130 acres, contains 7 tracts of land and is 5 miles long.
 - 128 (**Figure-6**).
 - 129 3. Tracts 2008001, 2009001, 2009004, 2010003, 2012003, and 2015001 are in the Kearney Volunteer
 - 130 Fire Department Jurisdiction (**Figure-11**).



131 Clark Island Complex

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

- 133
- 134 1. The Clark Island Complex is located less than 1/4 mile to the south of Interstate 80 and is located
135 between 2 channels of the Platte River near the town of Gibbon, NE and Shelton, NE.
 - 136 2. The Clark Island Complex is approximately 771 acres, contains 1 tract of land and is 2 miles long.
137 **(Figure-7).**
 - 138 3. Tract 2018001 is in the Gibbon Volunteer Fire Department Jurisdiction **(Figure-11).**

139

140 Shoemaker Island Complex

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

- 142
- 143 1. Shoemaker Island Complex is located less than 1/2 mile to the south of Interstate 80 between 2
144 channels of the Platte River near the towns of Wood River and Alda, NE.
 - 145 2. Shoemaker Island Complex is approximately 1,063 acres, contains 1 tract of land and is 3 miles long
146 **(Figure-8).**
 - 147 3. Tract 2010004 is in the Wood River Volunteer Fire Department Jurisdiction **(Figure-11).**

148

149 Chapman Complex

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

- 151
- 152 1. Chapman Complex is located 3 miles to the south of Highway 30 within the main channel of the Platte
153 River near the towns of Chapman and Phillips, NE.
 - 154 2. Chapman Island Complex is approximately 1,146 acres, contains 3 tracts of land and is 2.7 miles long
155 **(Figure-9).**
 - 156 3. These tracts are in the Chapman, Marquette, and Phillips Volunteer Fire Department Jurisdictions
157 **(Figure-11).**

158

159 Smoke Sensitive Areas:

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

162

163 Communities at Risk:

164 Nine communities exist within the PRRIP project area which extends east from Lexington to Chapman
165 **(Figure-10)**. Their proximity to PRRIP properties makes them vulnerable to smoke and other hazards
166 related to wildfire and prescribed burning. Additional outlying communities that may also be affected by
167 smoke include Bertrand, Loomis, Holdrege, Funk, Axtell, Minden, Heartwell, Kenesaw, Juniata, Hastings,
168 Doniphan, Cairo, Riverdale, Amherst, and Miller **(Figure-10)**.

169

170 Wildfire Suppression and Escaped Prescribed Fires:

171 In the event of an escaped prescribed fire originally ignited by the contractor, contractors may be
172 responsible for coordinating with and working under the direction of the Rural Fire Protection Districts
173 local fire chief with jurisdiction over the area on containment, mop-up and monitoring issues until fire is
174 called out by the appropriate agency **(Figure-11)**. During this process contractors may be responsible for
175 paying suppression costs charged for fire suppression and may be required to conduct work or provide
176 assistance without compensation by the PRRIP.



177 Long-Term Mop-Up, Smoke Management, and Re-Burn Situations:

178 Compliance with smoke management guidelines is voluntary in Nebraska, however, the Contractor shall
179 make every effort to meet them. All prescribed fire plans shall address smoke management as a primary
180 issue and prescription parameter. Contractors may be required to conduct long-term mop-up, monitoring,
181 and smoke management procedures without compensation. This may occur if PRRIP personnel determine
182 a lack of due diligence and planning occurred before ignition began or if proper procedures were not taken
183 to mop-up and secure fire after ignition was completed.

184
185 Submittals:

186 *Prescribed Burn Plans* - Burn plans must be developed by a NWCG qualified Rx Burn planner prior to the
187 proposed burn date. Plans will be written on a NWCG approved burn form or an alternative form approved
188 by the PRRIP Land Coordinator. The prescribed burn plan shall be in accordance with Nebraska Statutes
189 subsection 81-520.01 - 81-520.05. **Fully completed, legible, plans with a copy of the open burn permit**
190 **will be delivered to the PRRIP Land Coordinator within five business days following the completion of**
191 **each burn.** These plans must be signed by the Burn Boss. Plans can be scanned and e-mailed, faxed or
192 hand delivered. They must include all actual weather data recorded on the day of the burn and any other
193 planning notes recorded before or during the burn.

194
195 The Burn Boss will follow the PRRIP Weather Parameters (**APPENDIX–A**) when planning and implementing
196 prescribed burns. Fire weather forecasts for the appropriate county containing the burn site will be used
197 the day of the burn. These are available from the following National Weather Service online sources:

198 Hastings:

199 <http://www.crh.noaa.gov/gid/?n=firewx>

200
201

202 North Platte:

203 <http://www.crh.noaa.gov/lbf/forecasts/firewx/firewx.php>

204

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

206

207 The PRRIP requires that contractors keep good records of all pre-burn planning and site evaluation
208 measures as well as actual firing techniques used during prescribed burn implementation. This includes
209 full documentation of information such as: burn purpose and objective, forecasted and actual weather
210 conditions, spot weather forecasts, etc. This information should be included in the burn plan or as an
211 attachment.

212

213 The burn purpose and burn objective will be determined by PRRIP staff. This information will be conveyed
214 to contractors before the burn is implemented to help with burn plan development.

215

216 Prior to the burn, the Burn Boss will evaluate the site to determine the type of ignition methods, firing
217 techniques and weather conditions needed to meet the pre-determined objective, safely conduct the
218 burn, and minimize negative effects such as, or smoke management problems. This information will be
219 included in the burn plan.

220

221 A copy of the burn plan and a site map showing the burn area location, fire-lines, roads, and natural
222 features shall be in the possession of the Burn Boss at the time of the burn. PRRIP staff will provide the



223 Burn Boss with a map and/or ground location point of any area’s personnel should avoid. PRRIP staff may
224 instruct personnel to avoid disking, plowing, or igniting fires in these areas. These sites may contain
225 historical resources, threatened and endangered plant or animal locations, public use facilities or exotic
226 plant infestations.

227
228 Contractors will notify the PRRIP Land Coordinator as soon as possible but at least within 24 hours if the
229 following circumstances occur after the burn has been completed: 1) fire has escaped, 2) burn objectives
230 were not met or 3) negative conditions or smoke management problems occurred.

231
232 *Prescribed Burn Notification* - By 5:00 PM one day prior to ignition or by 8:00 AM the day of the burn, the
233 Burn Boss responsible for conducting the burn will notify the PRRIP Land Coordinator by **e-mail** indicating
234 the location of the burn area (Section, Township, Range), the tract name/number, the county where the
235 burn will be conducted, and the approximate acreage planned.

236
237 *Implement Burn Plans* – Prescribed fires on PRRIP lands are required to be conducted in compliance with
238 Nebraska Statutes subsection 81-520.01 - 81-520.05 and any other applicable laws. The Contractor shall
239 monitor all burn units and to determine when a unit is in prescription. All prescribed fires will also be
240 conducted in compliance with all aspects of the PRRIP Prescribed Fire Guidelines (**APPENDIX-A**).

241
242 Fireline installation will follow guidelines identified in the PRRIP Fireline Guidelines (**APPENDIX-B**).

243
244 *Escaped Prescribed Fires* - In the event of an escaped prescribed fire, contractors shall initiate suppression
245 actions, contact directly affected parties, Rural Fire Protection Districts local fire chief with jurisdiction
246 over the area, and then notify the PRRIP Land Coordinator. In general, the PRRIP Land Coordinator will
247 lead all discussions with affected parties. The Burn Boss responsible for conducting the burn should
248 document the conditions of the escape using photos, GPS data, maps, and a written narrative describing
249 the incident including any adverse results and any lessons learned or measures that could be taken in the
250 future to prevent another incident. Any involvement from the local fire department with jurisdiction over
251 the area to contain the escape should also be documented. Written or email communication outlining the
252 general details of the incident should be sent to the PRRIP Land Coordinator within 48 hours. A full report
253 documenting all the above information should be submitted to the PRRIP within one week following the
254 incident.

255
256



257 Equipment Information:

258 *Minimum Wildland Engine Specifications:* Wildland engines used by contractors on PRRIP burns must
259 meet or exceed all equipment specifications of the National Wildfire Coordinating Group (NWCG) for Type
260 6 engines, with the added requirements of four-wheel drive (4X4) and foam proportioner. Type 6
261 specifications include: minimum tank size of 150 gallons; a pump rated at 50 gallons per minute (GPM) @
262 100 pounds per square inch (PSI); a hose and reel with a minimum of 50' of 1" hose; 300' feet of additional
263 1" hose; fire hydrant adapters and the ability to draft water.

264

265 On most burns, contractors will need to have a minimum of two engines and two UTV units on site.

266

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

270

271 **III. PROJECT BUDGET AND COMPENSATION**

272 Contractors will submit a mobilization/demobilization cost, administration cost and per-acre cost for
273 prescribed fire services. Contractor compensation will be based on the number of acres burned during
274 the performance period except that Contractor will be entitled to ½ of the fire administration cost in the
275 event that Contractor is not mobilized to the central Platte due to weather or drought conditions.

276

277 **IV. FIELD AND OFFICE EQUIPMENT**

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

280

281 **V. CONTRACT TERMS**

282 The selected Contractor will be retained by: Nebraska Community Foundation
283 PO Box 83107
284 Lincoln, NE 68501

285

286 The Contractor will be subject to the terms of the standard contract attached to this RFP in **APPENDIX -**
287 **D.**

288 Open Burning Permits: A burning permit from the Rural Fire Protection Districts fire chief with jurisdiction
289 over the area to be burned is required. Names and contact information of the local fire chief will be
290 available, and it will be the responsibility of the Burn Boss to contact the fire chief, present the written
291 burn plan and obtain a signed copy of the "Open Burning Permit." A copy of this burn permit must be
292 provided to PRRIP with the final copy of the burn plan for each burn unit.

293

294 **VI. SUBMISSION REQUIREMENTS**

295 All interested parties having experience providing the services listed in this RFP are requested to submit
296 a proposal.

297

298 Instructions for Submitting Proposals

299 One original and two (2) copies of your proposal and supporting documentation must be submitted by
300 mail to Tim Tunnell *no later than 12:00 PM Central Time **Friday, February 24, 2023.*** A proposal is late if
301 received after that time and will not be considered. Proposals should be submitted to:

302



303 Platte River Recovery Implementation Program
304 Attention: Tim R. Tunnell, Land Coordinator
305 4111 4th Avenue, Suite 6
306 Kearney, NE 68845

307
308 Questions regarding the information contained in this RFP should be submitted to Tim Tunnell at
309 tunnellt@headwaterscorp.com. A list of compiled Contractor questions and responses will be maintained
310 on the Program web site (www.PlatteRiverProgram.org) in the same location as this RFP solicitation.

311
312 RFP Schedule

313 The EDO expects to complete the selection process and award the work by approximately February 10,
314 2023. The following table represents the RFP schedule:

315

Description	Date	Time (Central)
Issue RFP	January 20, 2023	NA
Pre-proposal meeting	February 10, 2023	1:00 PM
Last day for respondents to submit questions regarding the RFP	February 17, 2023	12:00 PM
Proposals due from respondents	February 24, 2023	5:00 PM
Evaluation of proposals	February 24, 2023 – March 2, 2023	
Award of Work	On March 3, 2023	
Start of Work	Approximately April 1 each year	
Completion of Work	Approximately May 15 each year	

316

317 Pre-Proposal Meeting

318 A **mandatory** pre-proposal meeting of interested parties will be held on February 10, 2023, from 1:00 to
319 2:00 p.m. Central Time via conference call for the purpose of familiarizing the respondents with the work
320 scope and requirements included herein before submitting a response to this RFP. Please email Tim
321 Tunnell (tunnellt@headwaterscorp.com) for the conference call dial-in information along with a list of
322 people from your party expected to join in the pre-proposal conference call by 12:00 p.m. central time on
323 February 6, 2023.

324

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

329

330 Proposal Content

331 Proposals must include the following contents and documentation:

332

333 1) **Executive Summary** – presents a brief firm overview that condenses and highlights the contents of
334 the proposal in such a way as to provide a broad understanding of the Contractor's qualifications and
335 proposal.

336



- 337 2) **Project Understanding** – demonstrates the Contractor’s understanding of project objectives and
338 identifies issues critical to project success.
339
- 340 3) **Project Approach** – documents how the Contractor would organize and execute the scope of work
341 detailed in this RFP and provides project team organization, certifications, and responsibilities and
342 specifies which team members will work on each specific task.
343
- 344 4) **Equipment** – list that includes all equipment that would be mobilized for this project.
345
- 346 5) **Description of insurance** – Proof of insurance will be required before a contract is issued. Minimum
347 insurance requirements are described in Appendix D.
348
- 349 6) **Affirmative Statement** – neither the firm nor the principals of the firm are on the federal suspended
350 and disbarred list. A DUNS¹ and SAM² number are required to assist in verification.
351
- 352 7) **Cost Rate Per Acre for Prescribed Fire Implementation** – complete attached form.
353
- 354 8) **Qualifications and Project Experience** – relevant to this project including the involvement/role of the
355 proposed team in those projects. Complete attached form.
356
- 357 9) **References** – complete attached form.
358

359 Criteria for Evaluating Proposals

360 The GC will appoint a Proposal Selection Panel that will evaluate all proposals and select a consultant
361 based on the following principal considerations:
362

- 363 1. Understanding of the overall objectives of the project and approach to meeting those objectives.
364 2. Qualifications and experience completing comparably sized prescribed burn projects safely and in a
365 timely manner.
366 3. The number/type of qualified personnel/equipment proposed to be dedicated to the project.
367 4. Ability to provide turn-key prescribed burns services.
368 5. Price proposal.
369

370 The winning proposal will be selected to best meet overall project objectives. Should the successful
371 Proposers be unable at any time to accomplish the work they have been contracted for or meet any of
372 the requirements or standards listed in this Proposal, the next ranked Contractor may be contacted to
373 provide the required work.
374

375 Award Notice

376 After completing the evaluation of all proposals, the Proposal Selection Panel will select a Contractor. That
377 firm will negotiate with the EDO to establish a fair and equitable contract. If an agreement cannot be
378 reached, a second firm will be invited to negotiate and so on. If the Program is unable to negotiate a

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

² <https://federalcontractorregistry.com/>



379 mutually satisfactory contract with a Contractor, it may, at its sole discretion, cancel and reissue a new
380 RFP.

381

382 *Program Perspective*

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

390

391 By submitting a proposal in response to this solicitation, Contractors understand and agree that any
392 selection of a Contractor any decision to reject any or all responses or to establish no contracts shall be at
393 the sole discretion of the Program. To the extent authorized by law, the Contractor shall indemnify, save,
394 and hold harmless the Nebraska Community Foundation, the states of Colorado, Wyoming, and Nebraska,
395 the Department of the Interior, members of the GC, and the EDO, their employees, employers, and agents,
396 against any and all claims, damages, liability, and court awards including costs, expenses, and attorney
397 fees incurred as a result of any act or omission by the Contractor or its employees, agents, sub-
398 Contractors, or assignees pursuant to the terms of this project. Additionally, by submitting a proposal,
399 Contractors agree that they waive any claim for the recovery of any costs or expenses incurred in
400 preparing and submitting a proposal.

401

402 **VII. PROPOSAL RESPONSE FORMS**

403 The following forms are to be submitted as part of Contractor proposals:



**PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
2023-2025 Prescribed Fire Management Services Cost Rate**

Lump sum rates will include all pre-burn planning (burn unit reconnaissance, burn plan development, obtaining burn permit from appropriate fire department, neighbor notifications), fire-line preparation, and mobilization. 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 ³	LS	\$ _____
002	Prescribed Fire Administration ⁴	LS	\$ _____
003	Prescribed Fire Implementation ⁵	AC	\$ _____

³ Item includes costs to mobilize all personnel and equipment needed to complete the work from contractor’s base of operations to NE at the termination of the performance period.

⁴ Item includes burn unit reconnaissance, burn plan development, obtaining burn permit from appropriate fire department, and neighbor notifications for each unit.

⁵ 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
Qualifications and Project Experience

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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: _____

PRESCRIBED BURN BOSS (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: _____

PRESCRIBED BURN BOSS (S) ASSIGNED TO PROJECT: _____



51 COMPLETED PROJECT: _____
52
53 AGENCY/COMPANY: _____
54
55 CONTACT: _____ TELEPHONE: _____
56
57 START DATE: _____ COMPLETION DATE: _____
58 (month/year) (month/year)
59
60 NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____
61
62 DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____
63 _____
64 _____
65
66 IGNITION METHOD(S) USED: _____
67
68 TOTAL ACRES BURNED: _____
69
70 PRESCRIBED BURN BOSS (S) ASSIGNED TO PROJECT: _____
71 _____
72 _____
73
74
75
76 COMPLETED PROJECT: _____
77
78 AGENCY/COMPANY: _____
79
80 CONTACT: _____ TELEPHONE: _____
81
82 START DATE: _____ COMPLETION DATE: _____
83 (month/year) (month/year)
84
85 NUMBER OF ACRES RESPONSIBLE FOR BURNING/YEAR: _____
86
87 DESCRIPTION OF STAND TYPE(S)/FUEL LEVEL(S) BURNED: _____
88 _____
89 _____
90
91 IGNITION METHOD(S) USED: _____
92 TOTAL ACRES BURNED: _____
93 PRESCRIBED BURN BOSS (S) ASSIGNED TO PROJECT: _____
94 _____
95 _____



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

FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____
EMAIL: _____

FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____
EMAIL: _____

FIRM NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____
EMAIL: _____



APPENDIX A
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
PRESCRIBED FIRE GUIDELINES

INTRODUCTION

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

GUIDELINES

1. Prescribed Fire Implementation

Prescribed fires on PRRIP lands are required to be conducted in compliance with Nebraska Statutes subsection 81-520.01 - 81-520.05 and any other applicable laws.

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

2. Prescribed Burn Boss Requirements

All prescribed fires on PRRIP land will be managed by a NWCG Certified Prescribed Burn Boss as defined in the Wildland Fire and Prescribed Fire Qualification System Guide published by the National Wildfire Coordinating Group (NWCG), Publication Numbers PMS 310-1 and NFES 1414 (July 2022) and shall have detailed functional knowledge and specialized experience with prescribed burning in grassland fuels. The certified Burn Boss must be always present on-site during burn operations. An updated copy of the Burn Boss's current certification status card must be provided to the PRRIP Land Coordinator prior to ignition. All required personnel, equipment, firebreaks and permits as established by law must also be accounted for prior to ignition.

3. Training/Safety Criteria

Due to the inherent dangers of working with fire, minimum requirements must be implemented to ensure that personnel are adequately trained and equipped to participate in a prescribed fire. These minimum requirements apply to all participants involved in prescribed fire on PRRIP lands including PRRIP personnel, burn contractors, cooperators from other agencies and students. The Contractor shall ensure that all personnel are qualified to perform the duties of ignition, holding, patrol and mop-up as



44 defined in the Wildland Fire and Prescribed Fire Qualification System Guide published by NWCG,
45 Publication Numbers PMS 310-1 and NFES 1414 (July 2022).

46 Personal Protection Equipment:

47 The Contractor shall ensure that all crew members arrive at the work site with required personal
48 protective clothing and equipment, including: a serviceable National Fire Protection Association (NFPA)
49 approved fire shelter; a NFPA approved hardhat; eye protection; hearing protection; NFPA approved
50 flame-resistant shirt and pants; NFPA approved leather gloves; and heavy-duty, leather, laced boots
51 with non-skid soles and tops at least eight inches high. The Contractor shall ensure the personal
52 protective clothing and equipment is operable and maintained in good repair. All personnel shall wear
53 personal protective clothing and equipment during all burning and mop-up operations. All personnel on
54 a burn site must have two-way radio communications with the Burn Boss and required suppression
55 equipment. Contractors are also encouraged to obtain radios that are programmable.
56

57 4. Prescribed Burn Purpose/Objectives

58 The burn purpose and objective for each prescribed burn will be determined by PRRIP staff. This
59 information will be conveyed to contractors before the burn is implemented to help with burn plan
60 development. Prior to the burn, the Burn Boss will evaluate the site to determine the type of ignition
61 methods, firing techniques and weather conditions needed to meet the pre-determined objective, safely
62 conduct the burn, and minimize negative effects such as duff ignition/soil damage, crown scorch, or
63 smoke management problems. This information will be included in the burn plan.
64

65 5. Prescribed Burn Plans

66 Burn plans will be written on a NWCG approved burn form or an alternative form approved by the PRRIP
67 Land Coordinator. Fully completed, legible, burn plans will be delivered to the PRRIP Land Coordinator
68 within one week following the completion of the burn. These plans must be signed by the Burn Boss.
69 The Burn Boss will follow the PRRIP's Weather Parameter Standards (Appendix–A) when planning and
70 implementing prescribed burns. Fire weather forecasts for the appropriate county containing the burn
71 site will be used the day of the burn. These are available from the following National
72 Weather Service online sources:
73

74 Hastings:

75 <http://www.srh.noaa.gov/jax/text.php?sid=JAX&pil=FWF>
76

77 North Platte:

78 <http://www.srh.noaa.gov/productview.php?pil=TAEFWFTAE&version=0>
79

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

81 The PRRIP requires that contractors keep good records of all pre-burn planning and site evaluation
82 measures as well as actual firing techniques used during prescribed burn implementation. This will
83 include full documentation of information such as: burn purpose and objective, Forecasted and actual
84 weather conditions, soil moisture conditions (including soil saturation and depth to water in wetlands),
85 the location of heavy duff layers, days since rain, and amount of rain received on the actual burn block,
86 Keetch-Byram drought index (KBDI), etc. This information should be included in the burn plan or as an
87 attachment. A copy of the burn plan and a site map showing the burn area location, firelines, roads, and
88 natural features shall be in the possession of the Burn Boss at the time of the burn. PRRIP staff will
89 provide the Burn Boss with a map and/or ground location point of any area's personnel should avoid.
90



91 PRRIP staff may ask personnel to avoid disking, plowing, or igniting fires in these areas. Contractors will
92 notify the PRRIP Land Coordinator within 24 hours if the following circumstances occur after the burn
93 has been completed: 1) fire has escaped, 2) burn objectives were not met or 3) negative publicity or
94 smoke management problems occurred.

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WEATHER PARAMETERS

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
Haines Index	<ul style="list-style-type: none">• Category 5 or below
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

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APPENDIX B
PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
FIRE LINE GUIDELINES

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INTRODUCTION:

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

GUIDELINES:

A prescribed burn will not be conducted without adequate firebreaks surrounding the burn unit. 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. 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, crop fields, blacklines, and foam.

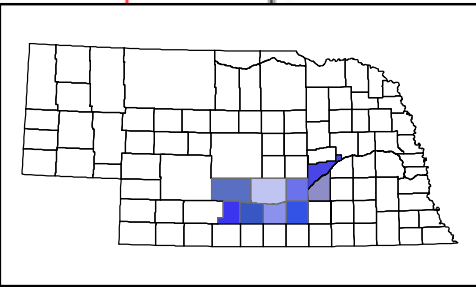
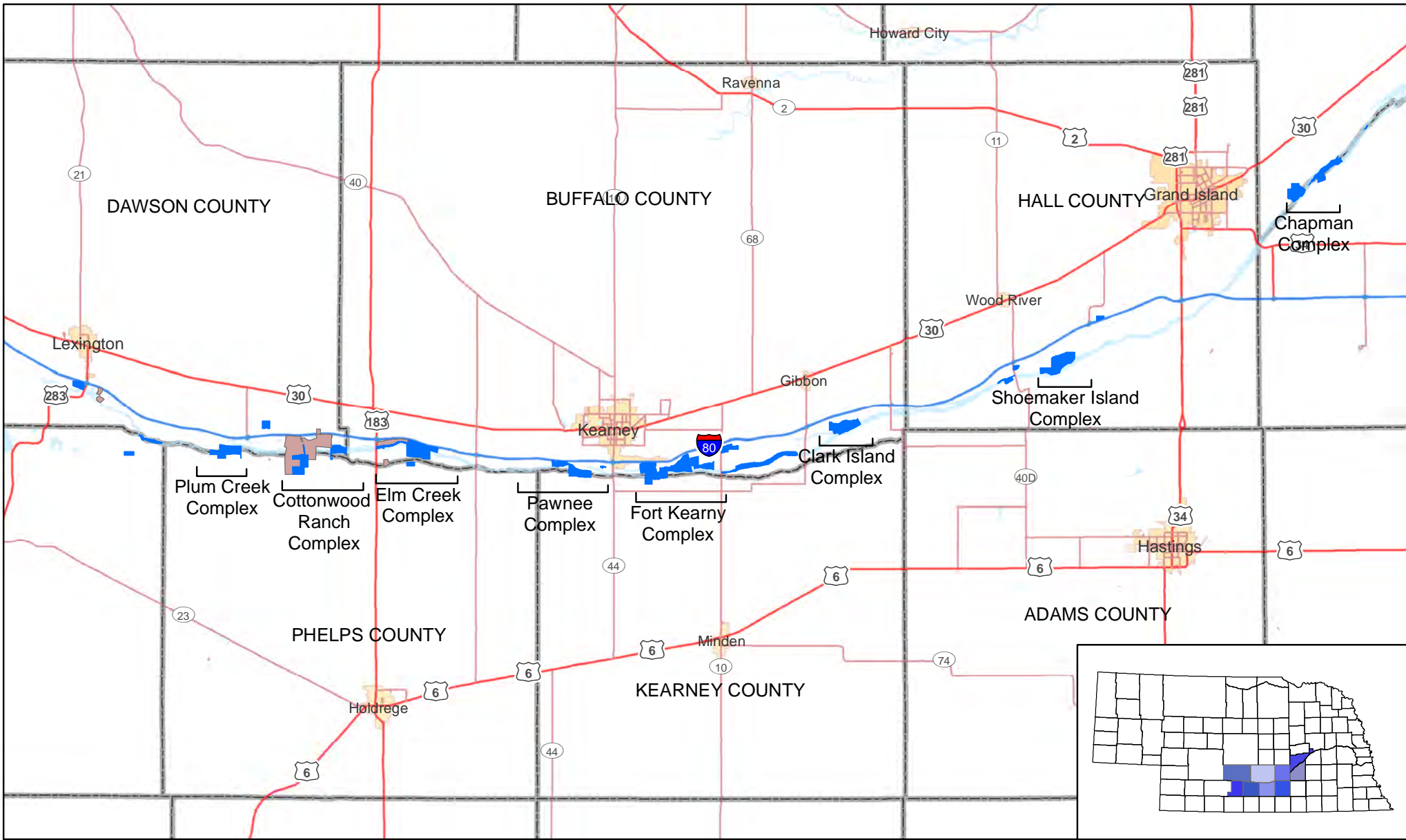
PRRIP personnel must approve the establishment of new fire lines prior to construction. This approval will consider justification of need and route of fire lines. PRRIP Land Coordinator will meet with contractor’s Burn Boss to evaluate fire lines and/or the need to construct fire lines prior to burning any unit. The addition of new fire lines should be considered only if necessary for accomplishing safe prescribed burning. When possible, fire lines should be coupled with other types of firebreaks (natural/artificial) to minimize ground disturbance. Mowed line/ wet lines or hayed lines may be used.

Prescribed fires that escape or become out-of-prescription are often subject to emergency plowing/ disking. 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 plow/disk should be used for suppression purposes.



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APPENDIX - C
FIGURES 1-11 (11 pages)



Legend

Property Boundary

- PRRIP
- NPPD

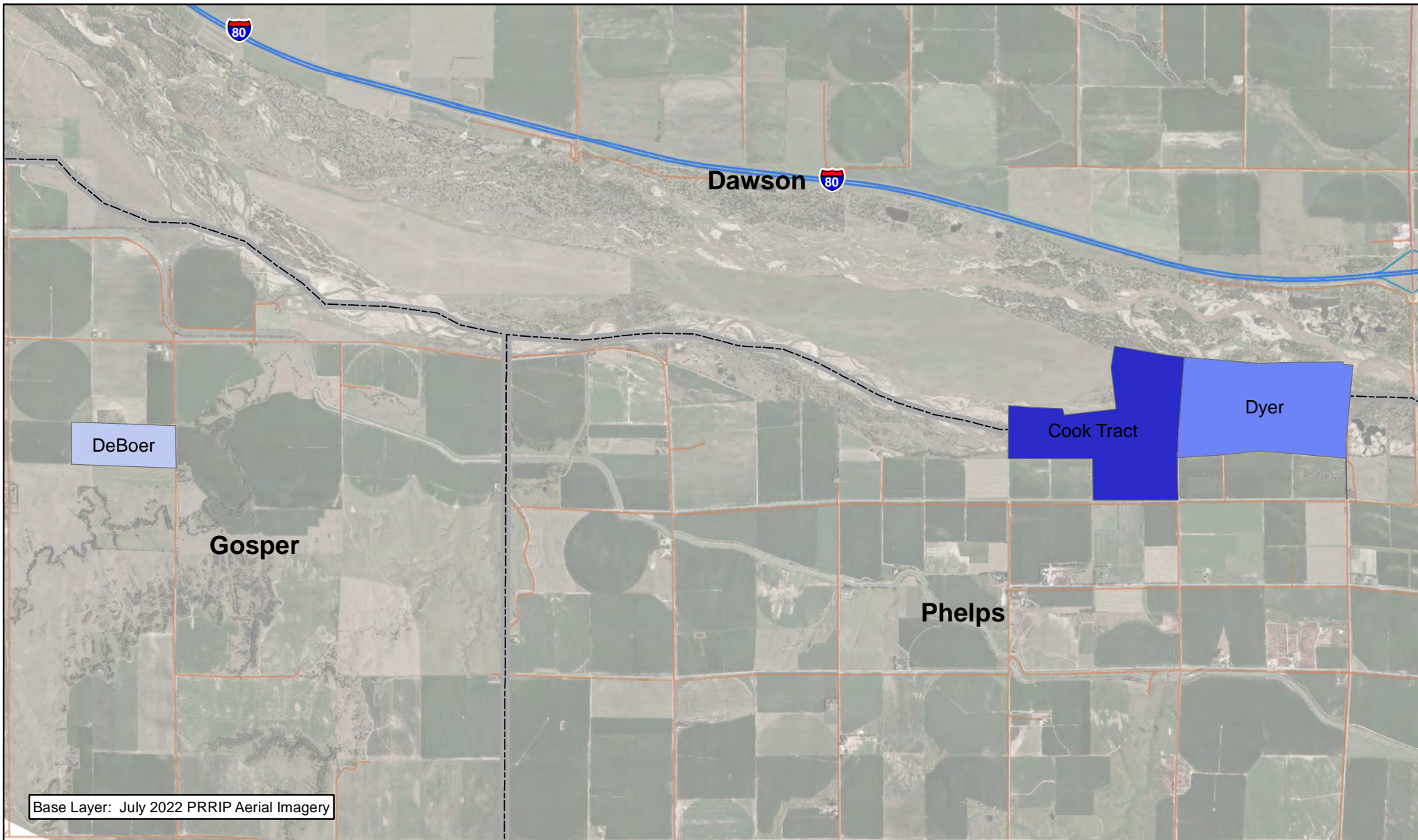


20 Miles





HABITAT COMPLEXES

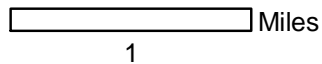


Figure 1



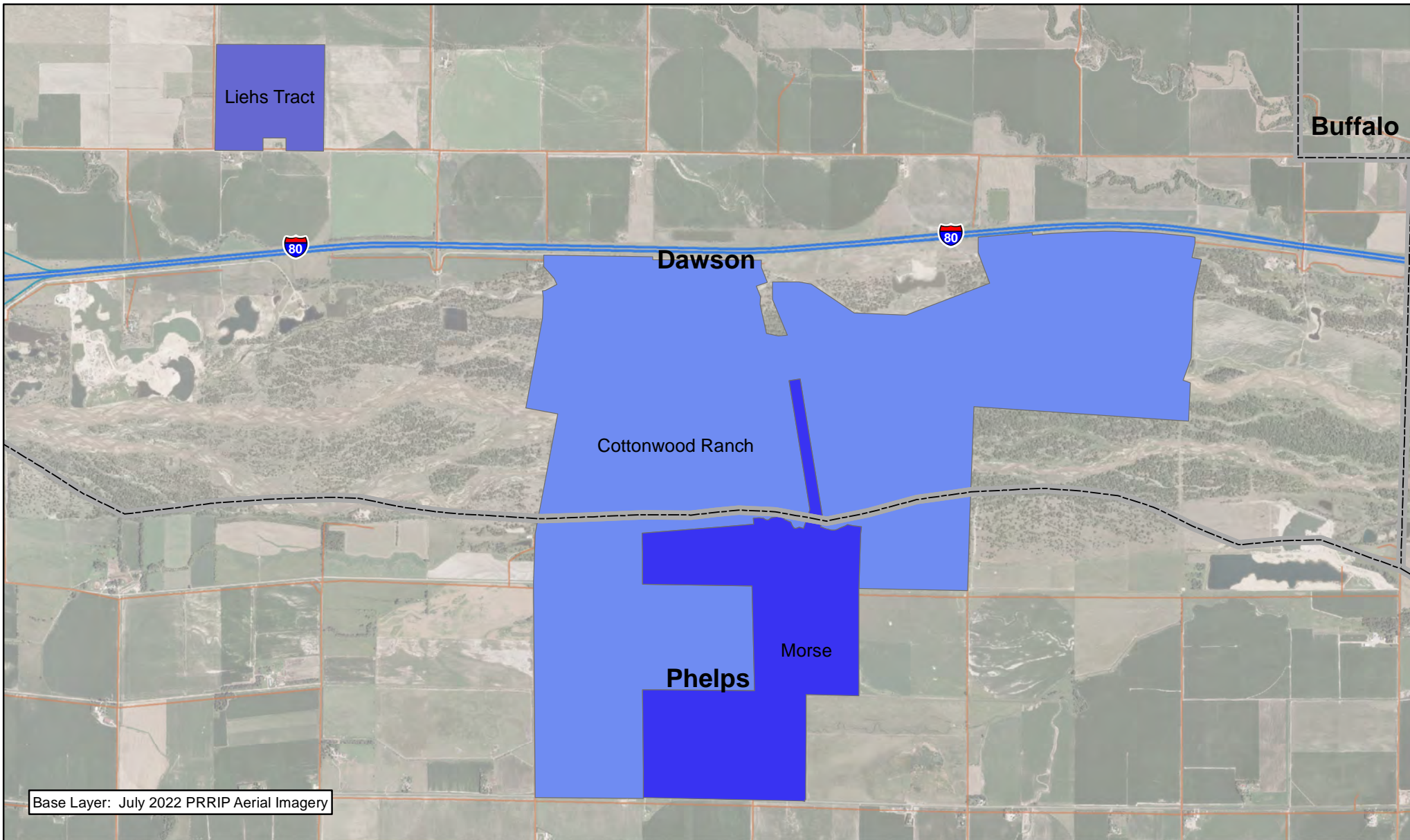
Legend

-  County
- PRRIPTractNum**
-  2009003
-  2009007
-  2012004



PLUM CREEK
COMPLEX





Figure 2



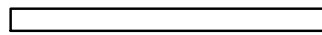
Base Layer: July 2022 PRRIP Aerial Imagery



Legend

-  County
- PRRIPTractNum**
-  2008002
-  2010001
-  2013001

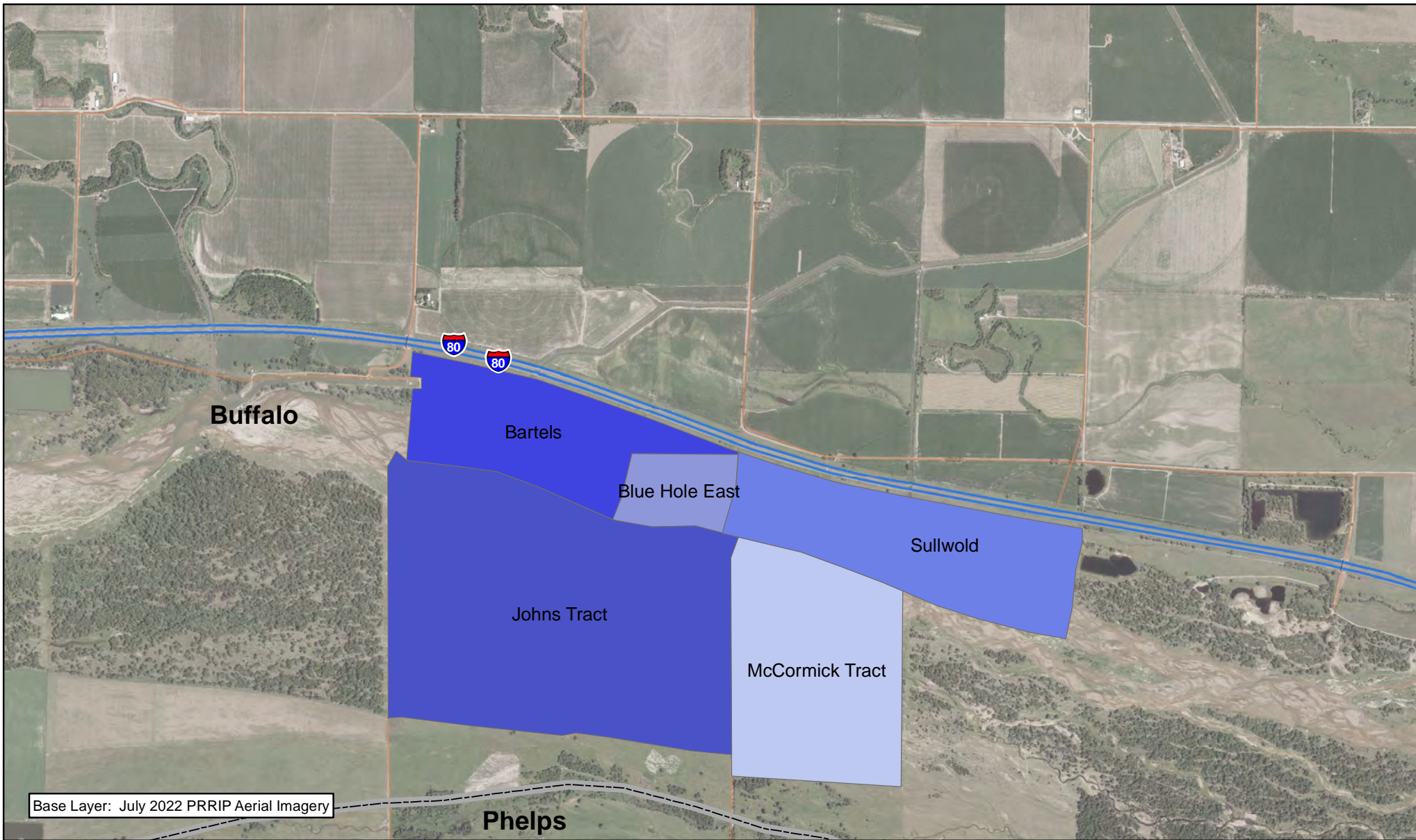


 Miles

1

**COTTONWOOD RANCH
COMPLEX**







Figure 3

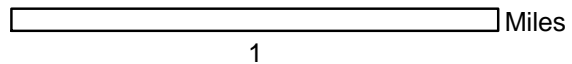


Base Layer: July 2022 PRRIP Aerial Imagery



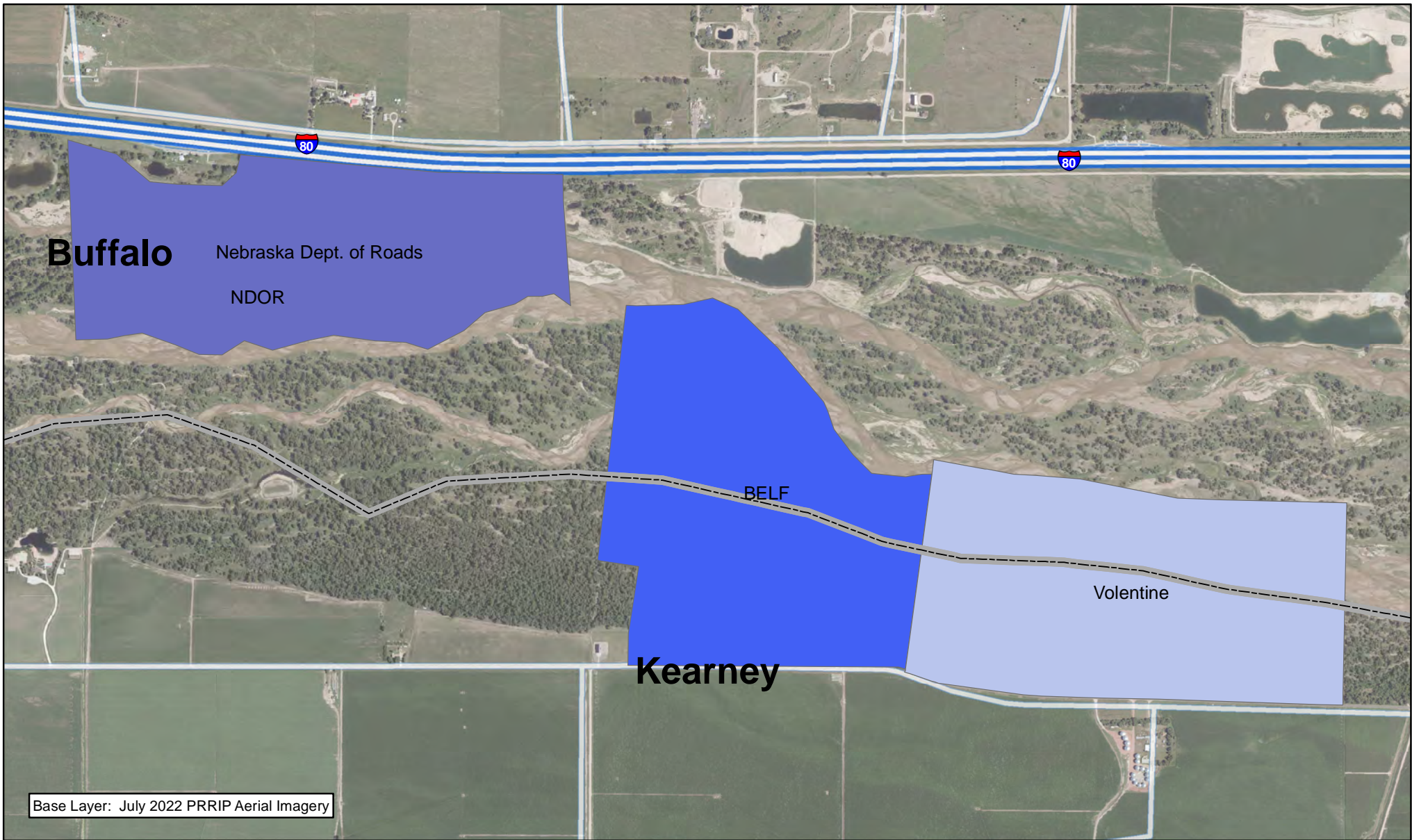
Legend

-  County
- PRRIPTractNum**
-  2009002
-  2009005
-  2012001
-  2012002
-  2015003







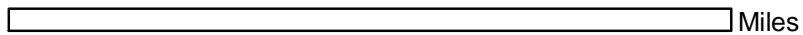
ELM CREEK
COMPLEX

Figure 4



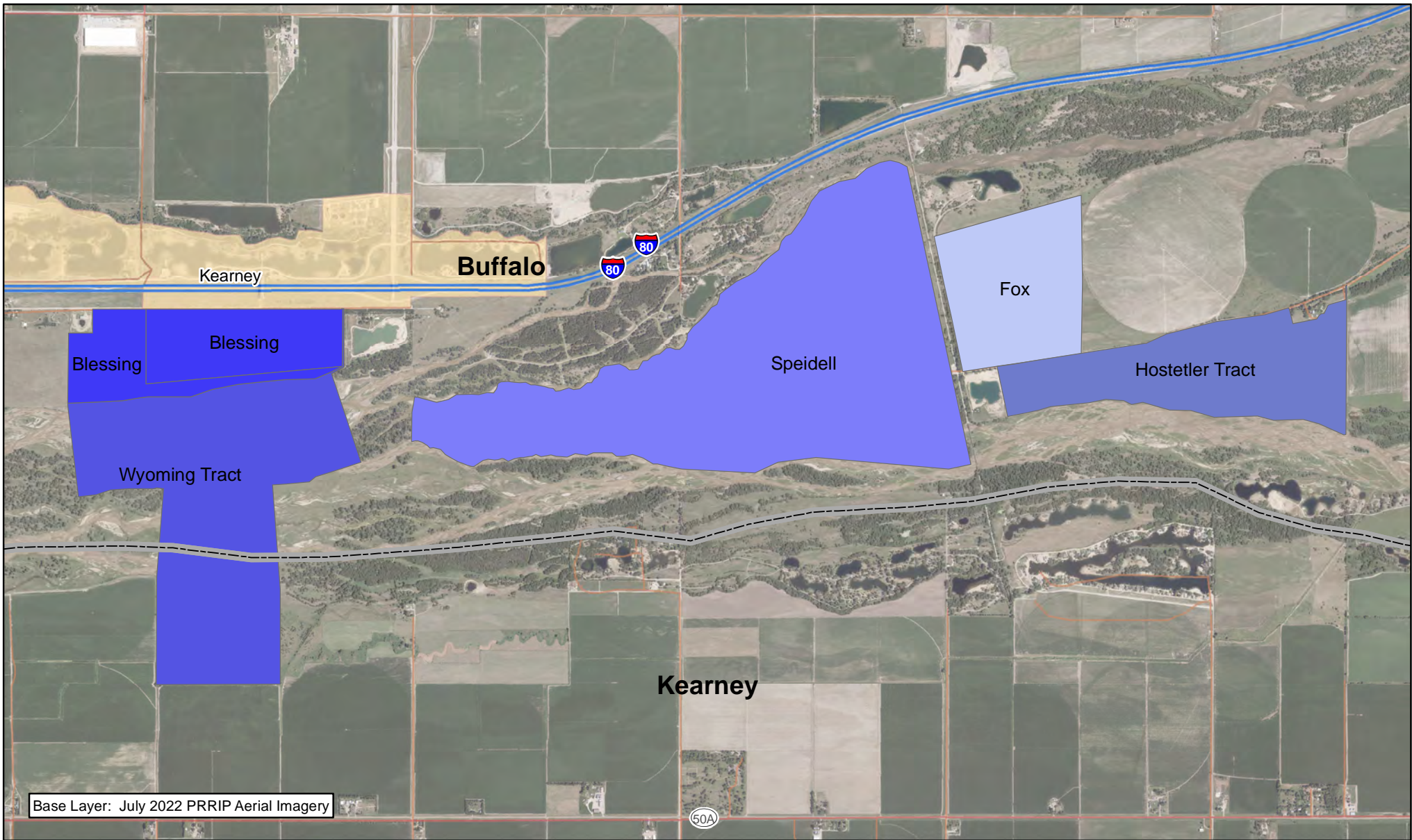
Legend

-  County
- PRRIPTractNum**
-  NE DOR
-  2014002
-  2015002



PAWNEE
COMPLEX

Figure 5



Base Layer: July 2022 PRRIP Aerial Imagery



Legend

	County		2009004
	PRRIPTractNum		2012003
			2008001
			2015001
			2009001

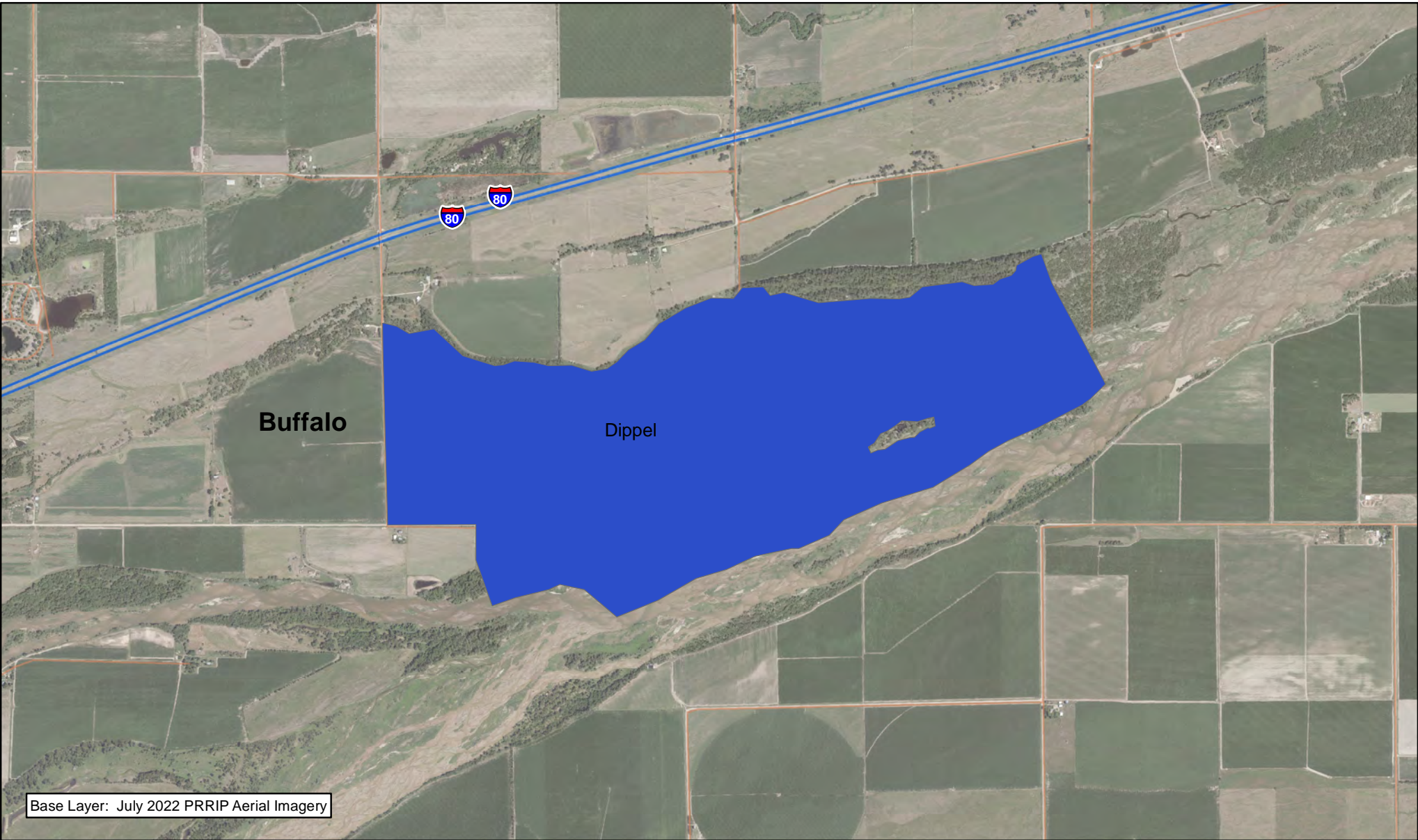


Miles

1

FORT KEARNY
COMPLEX



Figure 6

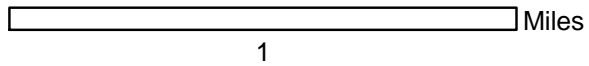


Base Layer: July 2022 PRRIP Aerial Imagery



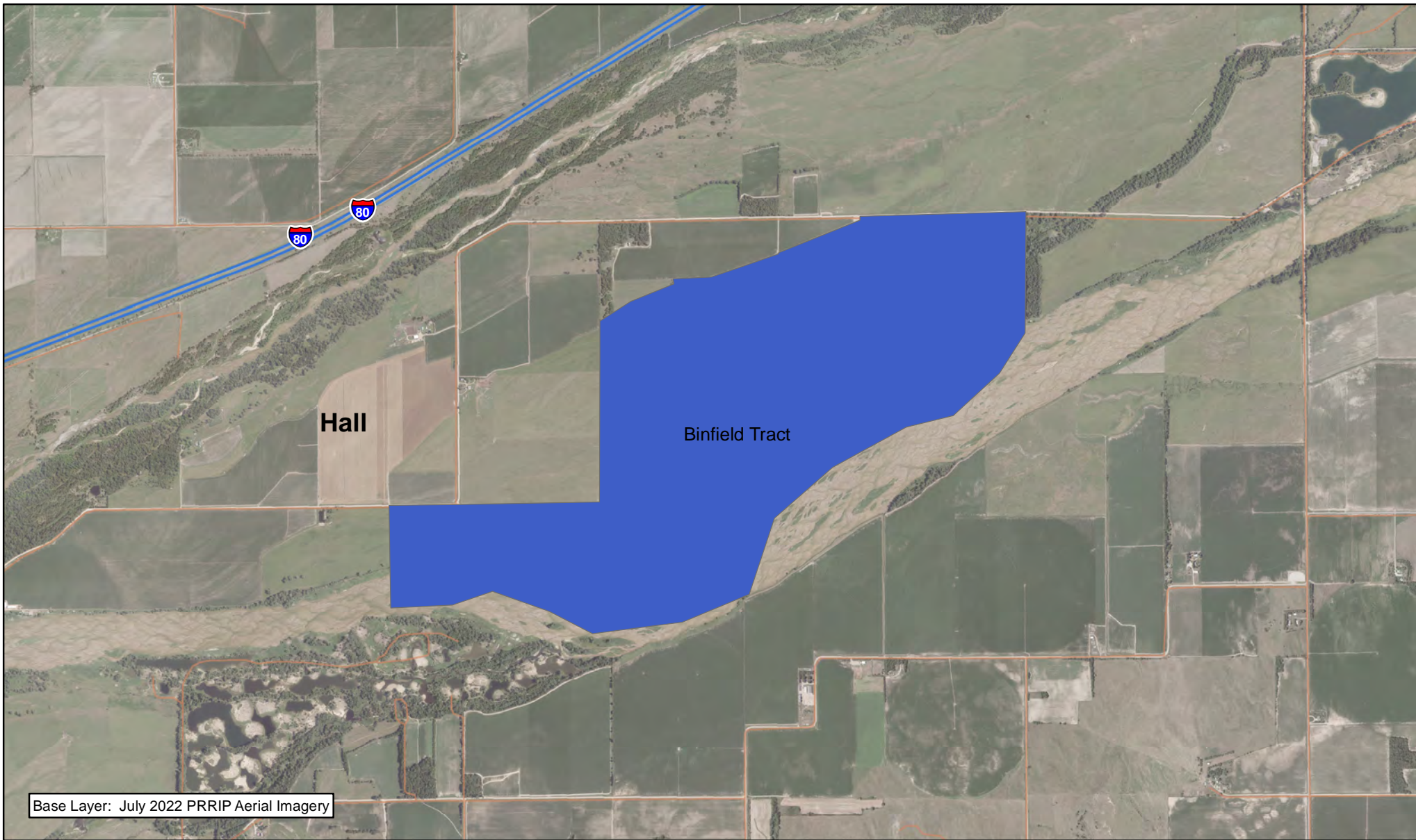
Legend

-  County
- PRRIPTractNum**
-  2018001



CLARK ISLAND
COMPLEX

Figure 7

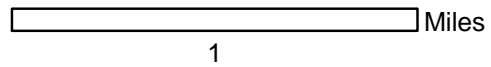


Base Layer: July 2022 PRRIP Aerial Imagery



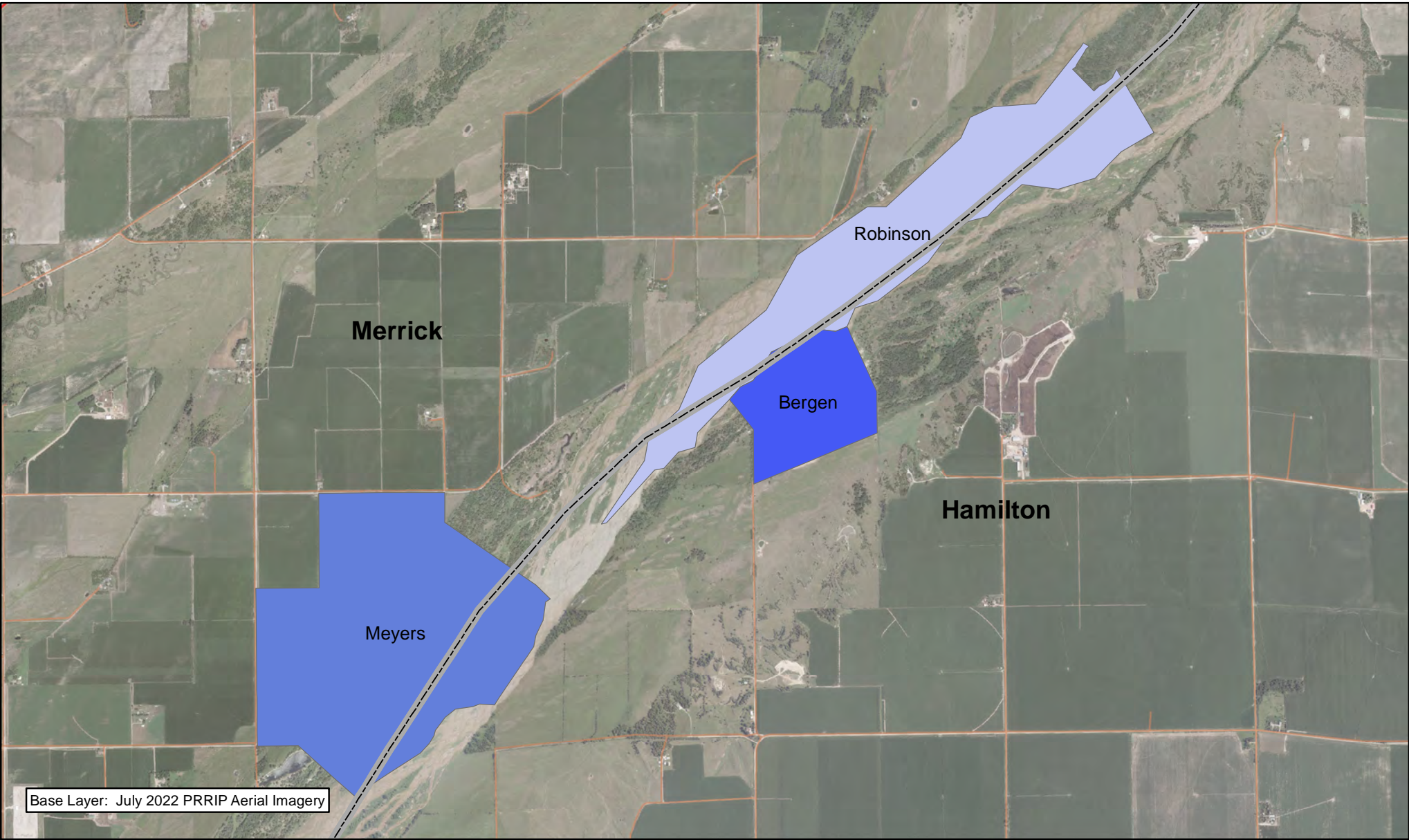
Legend

-  County
- PRRIPTractNum**
-  2010004



SHOEMAKER ISLAND
COMPLEX

Figure 8




Base Layer: July 2022 PRRIP Aerial Imagery





Legend

 County

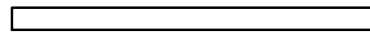
PRRIPTractNum

 2019001

 2020001

 2021001

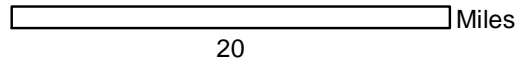
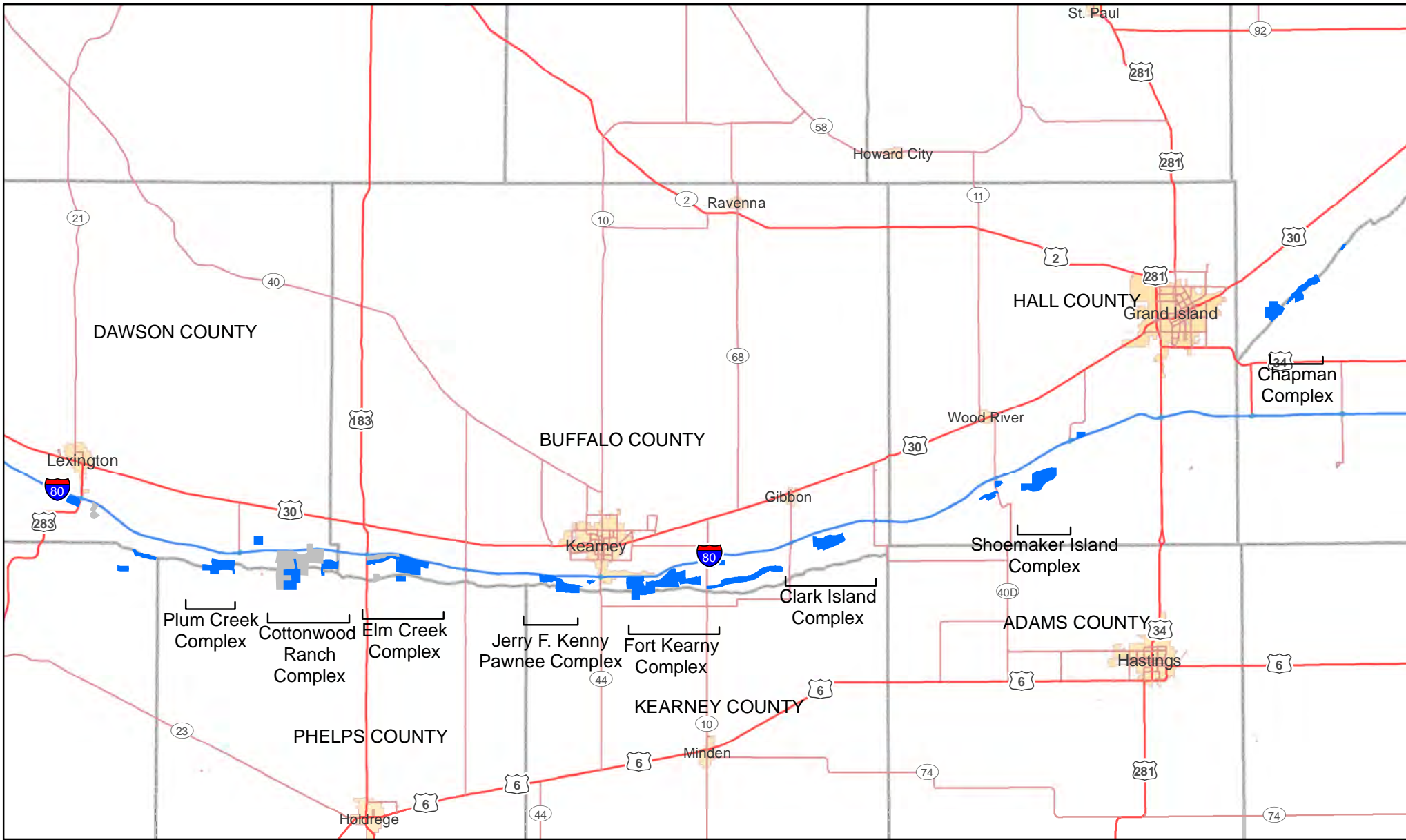


 Miles

1

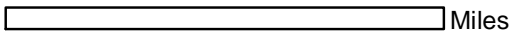
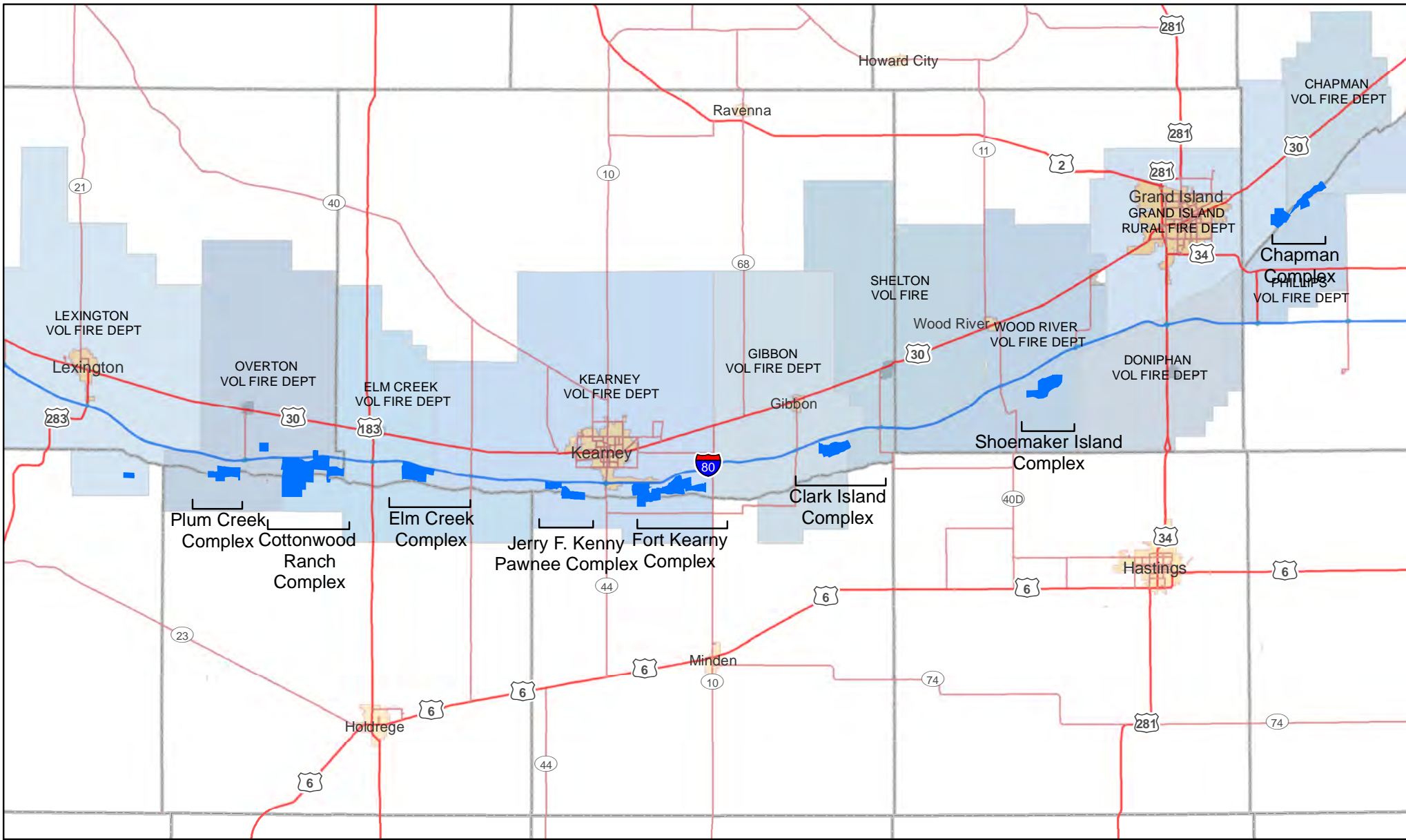
CHAPMAN
COMPLEX

Figure 9



COMMUNITIES AT RISK OF SMOKE

Figure 10



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CENTRAL PLATTE VOLUNTEER FIRE DISTRICTS

Figure 11



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APPENDIX - D
Standard Contract Form

Company Name
Address 1
Address 2
FEIN ??-??????
DUNS #
SAM #

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 Company Name

Prescribed Fire Management Services 2023-2025

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 **Company Name** (“**Contractor**”). The following persons are authorized to represent the parties through this Contract: Jason Kennedy of the Foundation; Jason Farnsworth of the **Program**; and **NAME** 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 all required approvals have been granted. The term of this Contract is from **April 1, 2023**, through **October 31, 2025**. All services shall be completed during this term. The services to be performed under this Contract will commence upon receipt of authorization to proceed.

If the **Contractor** has been delayed and as a result will be unable, in the opinion of the **Program**, to complete performance fully and satisfactorily within this Contract period, the **Contractor** may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the **Program**. An extension of the contract term must be in writing, signed by 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 unit price schedule depicted in Exhibit B, attached to and incorporated by reference as part of this Contract, for the services described in Exhibit A, both attached to and incorporated by reference as part of this Contract. Total Payment under this contract shall not exceed **\$XXX,XXX** each year of the contract period.

B. Cost Rates. The unit cost rates for each task included in Exhibit A are as set forth on Exhibit B.

These prices are not to be exceeded unless authorized in writing by the **Program**. 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.

C. Billing Procedures. 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):

Mr. Jason 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.

(i) 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.U. 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**.

(ii) If a work element has not been completed by the dates established in Exhibit A, the **Program** may withhold all payments beginning with the month following that date until such deficiency has been corrected.

E. Final Completion and Payment. The final payment shall be made upon acceptance of the final report, receipt of the final billing, and if applicable, execution of the final contract amendment documenting the final contract amount.

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. Subcontracts.

(i) Approval Required for Subcontracts. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Program during the performance of this Contract. The Contractor shall submit a list of the proposed subcontractors, associates, or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Program for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the Program. The Program approval of subcontractors will not relieve the Contractor from any responsibilities outlined in this Contract. The Contractor shall be responsible for the actions of the subcontractors, associates, and subconsultants.

(ii) Billings for Subcontractors. Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Program at the actual costs as billed to the Contractor. Subcontract costs will be documented by attaching subcontractor billings to the Contractor's billing submittals.

(iii) Copies of Subcontracts. The Contractor shall provide to the Program copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Contractor and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Program a party to any subcontract entered between the Contractor and a subcontractor.

(iv) Contracts for Subcontractors. All subcontracts that Contractor enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state or local laws or regulations.

(v) Debarment and Suspension. Contractor shall not enter into subcontracts with any entity or individual that is suspended, debarred or otherwise excluded from participation in the transaction covered by this Contract.

D. 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.

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

F. Inspection and Acceptance. All deliverables furnished by the [Contractor](#) shall be subject to rigorous review by the ED Office prior to acceptance.

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. Review Reports. The [ED Office](#) shall examine all studies, reports, sketches, opinions of construction costs, and other documents presented by the [Contractor](#) to the [Program](#) and shall promptly render in writing the [Program's](#) decisions pertaining thereto within the time periods specified in Exhibit A.

D. 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. Publication. It is understood that the results of this work may be available to the [Contractor](#) for publication and use in connection with related work. Use of this work for publication and related work by the [Contractor](#) must be conducted with full disclosure to and coordination with the [Program's](#) Technical Point of Contact.

C. 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](#).

D. Monitor Activities. The [Program](#) shall have the right to monitor all Contract-related activities of the [Contractor](#) and all subcontractors. 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.

E. Kickbacks. The **Contractor** certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the **Contractor** breaches or violates this warranty, the **Program** may, at its discretion, terminate this Contract without liability to the **Program**, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

F. Debarment and Suspension. Contractor certifies by signing this Contract that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

G. Anti-Lobbying. Contractor makes the representations set forth 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.

H. Office Space, Equipment, and Supplies. The **Contractor** will supply its own office space, equipment, and supplies.

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 ensure that the file, evidence, evaluation, and data are provided to the **Program** or its designee. This does not prohibit or affect the **Contractor's** ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the **Program**, its signatories, boards, commissions, or the Foundation, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of *number (XX)* pages, Exhibit A, consisting of *number (XX)* pages, Exhibit B, consisting of *number (XX)* pages, and Exhibit C, consisting of *number (XX)* pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or

negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The Contractor shall indemnify and hold harmless the Foundation, the Program, the ED Office, and their officers, agents, employees, successors and assignees from any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.

N. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program, 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.

O. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice is effective upon delivery.

P. Notice and Approval of Proposed Sale or Transfer of the Contractor. The Contractor shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract.

Q. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.

R. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction.

S. Insurance Coverage. The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverages and added Foundation, the Program, the ED Office (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

(i) Commercial General Liability Insurance. Contractor shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Million Dollars (\$2,000,000.00) aggregate and One Million Dollars (\$1,000,000.00) per occurrence. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury.

(ii) Business Automobile Liability Insurance. Contractor shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.

(iii) Workers' Compensation and Employers' Liability Insurance. The Contractor shall provide proof of workers' compensation coverage. Contractor's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

(iv) Professional Liability Insurance. The Contractor shall provide proof of Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than One Million Dollars (\$1,000,000) per claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent or trade secret) of the Contractor.

T. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Contract may be terminated, without cause, by the Program upon fifteen (15) days 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. In the event the contract is terminated under this provision, the Contractor shall take steps to ensure that the file, evidence, evaluation, and data are provided to the Program or its designee.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The

provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

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

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

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

Z. Survival. The parties' obligations under sections 8.D. (Audit/Access to Records), 8.S. (Insurance Coverage), and 8.U. (Termination of Contract) will survive the termination of this Contract.

9. Contacts.

Administrative Point of Contact (Foundation): Admin. Point of Contact (Program):

Jason Kennedy, Chief Financial & Admin Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax : (402) 323-7349
Email : jkennedy@nebcommfound.org

Jason 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 Tunnell, Land Coordinator
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax : (308) 237-4651
Email : tunnellt@headwaterscorp.com

Media Point of Contact (Program):

Alicia Uribe, Executive Office Manager
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax : (308) 237-4651
Email : uribe@headwaterscorp.com

Administrative Point of Contact (Contractor):

Name, Title
Company
Address 1
Address 2
Phone: (000) 000-0000
Fax: (000) 000-0000
Email: xxxxxx

Technical Point of Contact (Contractor):

Name, Title
Company
Address 1
Address 2
Phone: (000) 000-0000
Fax: (000) 000-0000
Email: xxxxxx

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

Jason D. Kennedy
Chief Financial and Administrative Officer

Date

CONTRACTOR

Name
Title

Date

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM ACKNOWLEDGEMENT

I hereby certify that the Governance Committee of the Platte Program has authorized the Nebraska Community Foundation, acting as contracting agent of the Governance Committee of the Platte Program, to enter into this agreement.

Jason M. Farnsworth
Executive Director

Date

EXHIBIT "A"
SCOPE OF SERVICES

Insert Scope of Work from Request for Proposals

EXHIBIT "B"
PRICE SCHEDULE

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

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

1 Item includes costs to mobilize all personnel and equipment needed to complete the work from contractor's base of operations to NE 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.

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.

COMPANY ("CONTRACTOR")

By:

Name
Title

Date