

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### REQUEST FOR PROPOSALS ("RFP") NO. 19-001

#### PRESCRIBED BURNING AND VEGETATION MANAGEMENT SERVICES

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, is issuing a Request for Proposals (RFP) from qualified firms to provide prescribed burning and vegetation management services for District-owned property.

This RFP is posted to the State of Florida Vendor Bid System website at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) and the District's website at <https://www.nfwwater.com/Business-Finance/Bids-Contracts>.

A **MANDATORY** pre-proposal meeting will be held on September 19, 2018 at 10:00 AM to discuss the Request for Proposals.

The deadline for submission of proposals and the opening of the sealed proposals is 2:00 P.M. ET on October 1, 2018. The proposal opening is open to the public and will be at District headquarters (81 Water Management Drive, Havana, Florida; off of U.S. Highway 90, 10 miles west of Tallahassee, Florida). Attendance is unnecessary. However, if requested, provisions will be made to accommodate the handicapped provided the District is given at least 72 hours advance notice.

The Selection Committee is composed of three District staff who will evaluate and score the proposals. It is the intent of the District to contract with qualified firms with the highest rankings, using the evaluation criteria specified in the RFP. The initial contracts shall be for a base term of three (3) years, with an option for a renewal of three (3) years at the District's discretion. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a respondent.

## TABLE OF CONTENTS

<b>SECTION 1. GENERAL CONDITIONS .....</b>	<b>3</b>
1.1 PURPOSE.....	3
1.2 DEFINITIONS.....	3
1.3 SCOPE OF WORK.....	3
1.4 QUALIFICATIONS .....	6
1.5 EQUIPMENT TO BE FURNISHED BY THE CONTRACTORS .....	7
1.6 PROJECT TIMELINE AND DEADLINES .....	8
1.7 DATE AND LOCATION OF PUBLIC OPENING .....	8
1.8 SCHEDULE.....	8
1.9 PRE-PROPOSAL MEETING.....	8
1.10 DELAYS.....	9
1.11 INQUIRIES .....	9
1.12 ADDENDA.....	9
1.13 EQUAL OPPORTUNITY .....	10
1.14 AMERICANS WITH DISABILITIES ACT .....	10
1.15 INSURANCE.....	10
1.16 PUBLIC CRIMES/DISCRIMINATORY VENDORS .....	10
1.17 PROHIBITED CONTACT .....	11
1.18 PROTEST OF RFP PROVISIONS.....	11
1.19 CHALLENGE OF DISTRICT’S INTENT TO AWARD A CONTRACT .....	11
1.20 USE BY OTHER FLORIDA GOVERNMENT ENTITIES.....	11
1.21 DISCLAIMER .....	12
1.22 PUBLICITY .....	12
1.23 WAIVER OF MINOR IRREGULARITIES.....	12
1.24 TERMINATION.....	12
<b>SECTION 2. RESPONDENT PROPOSALS.....</b>	<b>12</b>
2.1 PROPOSAL REQUIREMENTS.....	12
2.2 SUBMISSION AND WITHDRAWAL .....	14
2.3 PACKAGING AND DELIVERY .....	15
2.4 DISTRICT FORMS AND RULES .....	16
2.5 RESPONDENT CHECK LIST .....	16
<b>SECTION 3. EVALUATION AND CONTRACTING .....</b>	<b>16</b>
3.1 EVALUATION CRITERIA .....	16
3.2 CONTRACT AWARDS .....	17
3.3 CONTRACT OPERATIONS .....	18
<b>SECTION 4. SUBMITTAL FORMS .....</b>	<b>20</b>
<b>EXHIBIT A – DRAFT AGREEMENT FOR CONTRACTUAL SERVICES .....</b>	<b>Attached</b>

## **SECTION 1. GENERAL CONDITIONS**

### **1.1 PURPOSE**

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, (herein after referred to as the “District”) is issuing a Request for Proposals (RFP) from qualified firms to perform prescribed burning and vegetation management services on District-owned lands.

### **1.2 DEFINITIONS**

For the purpose of this RFP, "respondent" shall mean contractors, vendors, consultants, respondents, organizations, firms or other persons submitting a proposal in response to this RFP. All times are local times for the Eastern time zone. The same meaning applies to: “Governing Board” and “Board”; “Northwest Florida Water Management District” and “District”; “Agreement” and “contract”; and “prescribed fire”, “prescribed burn(s)” and “prescribed burning”.

### **1.3 SCOPE OF WORK**

The Northwest Florida Water Management District is seeking qualified contractors to provide turnkey prescribed burning (dormant season, growing season, and site preparation burns) and vegetation management services on District-owned lands. The District anticipates awarding multiple contracts to qualified contractors. All qualified contractors awarded a District contract will be provided the opportunity to submit quotes for individual burns or combinations of prescribed burns which, in combination, will comprise Task Orders to be accomplished within specific timeframes. Related fuels and vegetation management services such as fireline creation and management; woods mowing and mulching; ditch mowing and maintenance; road, culvert, and low water crossing mowing, maintenance and installation; and similar land management services will be contracted by separate Task orders on an as-needed basis.

The attached draft agreement contains all requirements and specifications for performing the specified work.

#### **1.3.1. Project Goals**

Depending upon available funding, the District anticipates contracting for at least 3,000 acres to potentially over 10,000 acres of prescribed burns annually. Other vegetation management activities will be tasked on an as-needed basis. The goal of the project is to complete all assigned tasks in the most productive, efficient, and safe way possible.

#### **1.3.2. Project Tasks and Deliverables**

It is expected that the selected contractors will meet the following tasks and deliverables. The proposal must clearly articulate how the project’s goals, tasks and deliverables will be met. All materials collected or created by the selected Respondent become the property of NFWFMD.

##### **1.3.2.1. Tasks**

To complete the project, it is expected that the following will occur:

- a. Each selected contractor will be required to enter into a three-year “Agreement for Prescribed Burning and Vegetation Management Services” (Agreement) with the District. This agreement must be executed within fifteen calendar days of receipt by the contractor.
- b. Each selected contractor will respond to each of the District’s requests for project quotes (RFQ) within the timeframes specified in each RFQ. A “no quote” response is required if the contractor is unable to perform the services specified in the RFQ.
- c. The District will issue prescribed burning Task Orders (TO’s) to contractors that will list the units to be burned (typically 10-20 burn units per TO) and will include burn unit maps, schedules and any special instructions. New prescribed burning TO’s may be issued once substantial progress has been made on the assigned TO’s. No specific amount of work is guaranteed through the Agreement. Future TO’s may be withheld until all burns specified on assigned TOs are completed.
- d. Contractors will complete each assigned TO in accordance with the Agreement and TO specifications, weather permitting, in a safe and efficient manner. All prescribed burns performed by the contractors shall be conducted as certified prescribed burns in accordance with Chapter 590, Florida Statutes (F.S.) and Chapter 5I-2, Florida Administrative Code (F.A.C.). Additional requirements found within the agreement and TO’s shall also apply.
- e. The contractors will be required to prepare a “NFWFMD Prescribed Burning Prescription Plan” (see draft Agreement for form) for each burn and conduct prescribed burns on stands in need of prescribed fire as determined by District staff. A signed paper copy of the NFWFMD Prescribed Burning Prescription Plan shall be on site during each prescribed burn. Pre- and post-burn photographs shall be taken from at least three similar photo points within the burn unit for invoice documentation.
- f. Contractors will be required to conduct all fireline preparation and fire containment measures as indicated by site conditions. Contractors should utilize existing fire lines and natural firebreaks whenever possible and coordinate closely with the appropriate regional land manager when developing new fire lines. If fireline or firebreak construction is required near streams, lakes, wetlands and other waterbodies, the lines must be approved in advance by District staff. All fireline work will be conducted in accordance with the guidelines found in the most current edition of the Florida Forest Service (FFS) Silvicultural Best Management Practices manual. Contractors will be required to rehabilitate all constructed or refreshed firelines and firebreaks.
- g. Contractors must have the capability to supply all equipment and personnel necessary to safely complete and contain prescribed burns. Sub-contractors, if used, must be identified in advance and provide documentation of their experience conducting prescribed burns and the types of equipment they have available to conduct prescribed fire activities on District lands prior to burning. Contractors shall not rely on the Florida Forest Service to supply personnel or equipment for prescribed burn operations.
- h. Adequate fire suppression equipment and personnel must be maintained by the contractor on the prescribed fire site(s) at all times while conducting the prescribed burns and when “mop-up” operations are in progress or while any risk of an escape exists on any prescribed burned site or sites. **At a minimum, for each prescribed burn, this shall include a standby unit (tractor-plov), wildland engine (meeting the specification below), and enough personnel to conduct the prescribed burn(s) safely and efficiently to obtain the objectives of the specific Task Order and the terms of the Agreement and the RFP.**

- i. The onsite prescribed fire “burn or fire boss” must be the Florida Certified Prescribed Burn Manager who signed the prescribed burning prescription plan for the specific burn unit being burned, and must be present on the prescribed fire burn unit site at all times during the prescribed burning operations until the prescribed burn is “completed” [in accordance with the definition found at Section 590.125(f), F.S.]. If more than one burn unit not in close proximity (close proximity is defined as within two miles and 10-minute drive or less within the same management tract) is prescribed burned simultaneously, the “burn boss” requirements shall be the same for each burn unit (i.e., each burn unit will require its own individual burn boss and prescribed burning prescription plan).
- j. Smoke management plans must be enacted to protect “Smoke Sensitive Areas” identified by the Florida Forest Service. These plans must also protect highways, roads, and residential areas that are sensitive to smoke. The District may require the contractors to provide smoke management plans for review by District staff before prescribed burns are conducted by the contractors on District lands.
- k. After the prescribed burn of the area specified in the NFWFMD Prescribed Burn Prescription Plan is finished, all mop-up and rehabilitation of firelines is completed, and the contractor has departed from the unit with no expectation of returning to the unit for any duties associated with the burn, the contractor’s onsite certified prescribed burn manager (Burn Boss) shall at the time of departure, notify the District Project Manager, and within four hours of departure from the burn unit, transmit to the District an electronic image of the “Burn Boss Post-Burn Evaluation/Summary” form which shall be filled out in its entirety and shall include the map and photographs referenced on the form.
- l. Contractors will communicate with the District Project Manager and his designees concerning all work activities. Communications for prescribed burning include monthly work plans, 24-hour notification of plan to burn, day of burn, and post-burn communication requirements, as specified in the Agreement. Increased communication with the District is required for all prescribed fire incidents involving situations where the burn has resulted in a fire outside of the specified burn unit, and for situations where extended mop-up and monitoring will be required for unburned fuels or organic matter smoldering or burning within or outside of the specified burn unit.
- m. Contractors will be responsible for conducting all mop-up, monitoring and long-term smoke management procedures. On sites where smoke management issues arise from re-burn situations, organic soil ignition, or long-term fuel smoldering, contractors will be responsible for completely mopping up these areas to limit impacts from smoke or potential mortality to pine timber or other desirable species. Within the first two days (48 hours) following a prescribed fire, contractors will be required to conduct this work as a part of normal burning operations, and all costs will be included in submitted unit per-acre rates. After this two-day period, contractors may, at the discretion of the District, be reimbursed for suppression charges or directly compensated for additional time needed to mop-up, manage, or monitor long-term smoke and re-burn issues. Reimbursement and compensation must be authorized by the District’s Prescribed Fire Project Manager. Direct compensation will not exceed hourly personnel and equipment rates submitted in this proposal. Reimbursement and compensation will not be provided if District personnel determine: 1) a lack of due diligence and planning occurred before ignition began, 2) appropriate procedures were not taken within the first 48 hours to properly conduct mop-up operations after burning was complete, and 3) appropriate procedures were not taken to properly secure or monitor the fire after burning operations were completed. If any of these determinations are made, by the District, contractor remains responsible for all suppression, mop-up, and monitoring costs after the initial two-day period.

- n. Contractors will be responsible for paying for any damages or additional suppression or mop-up charges generated by the FFS or any other agency personnel or contractors who have to be mobilized to help address the issue.
- o. Contractors will provide invoices for each burn or other activity completed that include all information required for payment, as specified in the Agreement.

#### 1.3.2.2. Deliverables

Deliverables include the following:

- a. Responses to RFQ's delivered within the timeframes set in the RFQ.
- b. Monthly work plans estimating timeframes of activities to be performed under the specified Task Order(s).
- c. Smoke management plans for particularly sensitive areas provided for review by District staff in advance of prescribed burn activities. This deliverable will apply only to those areas specified on TOs for advance review of smoke management plans by District staff. All prescribed burn prescription plans must have smoke management plans, but only some will be subject to advance review by District staff.
- d. Prescribed burn activities that meet burn objectives and are performed safely in accordance with the Agreement, Task Order assignment, and all pertinent governing laws and rules.
- e. Vegetation management activities that meet vegetation management objectives and are performed safely in accordance with the Agreement, Task Order assignment, and all pertinent governing laws and rules.
- f. Invoices that include all information required for payment, as specified in the Agreement.

#### 1.4 QUALIFICATIONS

Respondents shall provide proof of the following minimum qualifications for conducting prescribed burns on District lands. Proposals submitted by entities that do not meet the minimum qualifications will be not be awarded a contract. **Only those contractors who submit proposals and meet the qualifications to provide prescribed fire services are permitted to submit bids for mechanical vegetation management work.**

Please provide on the bid forms and submittals:

- a. Documentation that each "burn or fire boss" who will supervise District burns is a Florida Certified Prescribed Burn Manager [Certification Number(s) must be provided].
- b. Documentation that each "burn or fire boss" who will supervise District burns has no more than 12 points currently assessed against their Florida Certified Prescribed Burn Manager certification. The

District may verify the number of points assessed against each Florida Certified Prescribed Burn Manager.

- c. Documentation of prescribed fire training and experience for all personnel (including sub-contractors) involved in conducting prescribed burns on District lands. All contract personnel working on District burns must have the following minimum training: S-130 (Firefighter Training) and S-190 (Introduction to Wildland Fire Behavior) or satisfactory completion of the Florida Inter-Agency Basic Prescribed Fire Course. All personnel working on District burns must have direct experience in conducting at least three prescribed burns, verifiable by a Florida Certified Prescribed Burn Manager.
- d. Documentation that each “burn or fire boss” who will supervise District burns has a minimum of one (1) year of experience in conducting broadcast (not pile) prescribed burns on natural areas and merchantable pine plantations in Florida, and that Certified Prescribed Burn Managers have individually or collectively obtained burn authorizations and completed prescribed burns on a minimum of 1,000 acres in Florida. The District may verify certification status and acreage of burns authorized for each Florida Certified Prescribed Burn Manager.
- e. Documentation of possession of, or access to, all equipment and materials necessary to conduct prescribed burning services on District lands. Provide a list of prescribed burning equipment to be utilized on District burns that meet the specifications herein. Contractors shall not rely on the Florida Forest Service to supply personnel or equipment.

## **1.5 EQUIPMENT TO BE FURNISHED BY THE CONTRACTORS**

The selected Contractors shall furnish the following items:

- a. All necessary equipment needed to prepare the units for prescribed burning and to stand by for suppression needs, such as crawler tractor-plows, engines, disk harrows, foam equipment, ignition devices, etc. Wildland Engines used by contractors on District burns must meet or exceed all equipment specifications of the National Wildfire Coordinating Group (NWCG) for Type 6 engines, with the added requirement of four-wheel drive (4X4) (reference NWCG #006-2008 Engine and Water Tender Typing Standards).
- b. All necessary safety and personal protection equipment (PPE) needed for prescribed fire personnel according to Florida Forest Service standards. Includes fire resistant clothing, leather boots, leather gloves, hard hat, eye protection and personal fire shelter.
- c. Hand held equipment as is necessary to perform prescribed burning services, such as, portable weather stations, drip torches, rakes, shovels, fire flaps, communication systems, etc.
- d. All necessary equipment required to perform assigned vegetation management services.
- e. Safety signs, e. g. smoke signs, etc.

## 1.6 PROJECT TIMELINE AND DEADLINES

Work activities under the Agreements are anticipated to begin on or soon after November 1, 2018 and continue for three years, with the option to renew for another three-year term. All project deadlines will be contained in the Task Orders.

## 1.7 DATE AND LOCATION OF PUBLIC OPENING

Northwest Florida Water Management District  
Division of Administration  
81 Water Management Drive  
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. ET  
ON OCTOBER 1, 2018, THE DAY OF THE PUBLIC OPENING.**

## 1.8 SCHEDULE

The District and respondents shall adhere to the following schedule in all actions concerning this RFP.

<u>Date/Time</u>	<u>Action</u>
September 7, 2018	District issues Request for Proposal
<b>September 19, 2018, 10:00 A.M.*</b>	<b>Mandatory Pre-proposal Meeting</b>
September 21, 2018, 5:00 P.M.	Deadline for written inquiries
September 26, 2018, 5:00 P.M.	Response to written inquiries posted
<b>October 1, 2018, 2:00 P.M.*</b>	<b>Opening of sealed proposals</b>
October 5, 2018, 10:00 A.M. *	Selection Committee to finalize rankings
October 11, 2018*	Governing Board considers Selection Committee's ranked recommendations.

\*Denotes a public meeting. All times denote Eastern Time (ET).

## 1.9 PRE-PROPOSAL MEETING

The District will conduct one **MANDATORY** Pre-Proposal meeting to familiarize prospective respondents about the proposal process and the contract details. **All prospective respondents must have a representative in attendance at this meeting.** Proposals received from respondents who did not attend the entire pre-bid meeting will not be considered by the District. The mandatory Pre-Proposal meeting is anticipated to last no more than two hours. Please contact Tyler Macmillan at 850-539-5999 if additional directions to the meeting location are needed.



<b>Mandatory Pre-Proposal Meeting Prescribed Burning and Vegetation Management Services</b>	
<b>Date:</b>	September 19, 2018
<b>Time:</b>	10:00 am, Eastern Time
<b>Meeting Place:</b>	District Headquarters Office 81 Water Management Drive Havana, FL 32333
<b>Directions:</b>	On north side of Highway 90, three miles west of I-10 Exit 192 just west of Midway, FL. ( <b>NOTE – this is <u>not</u> in the town of Havana</b> ). See map by clicking: <a href="http://www.nfwwater.com/Contact-Us/Locations">http://www.nfwwater.com/Contact-Us/Locations</a>

Interested contractors are also encouraged and welcome to visit each District WMA on their own. Be aware that access to some sites may be restricted by gate(s) and/or through private property via exclusive land management ingress/egress easements. Authority to use these easements or otherwise enter private property to access District-owned property is not granted for the purpose of developing a proposal.

#### **1.10 DELAYS**

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting on the District's website and the State Vendor Bid System website.

#### **1.11 INQUIRIES**

The Procurement Officer may orally explain the District's procedures and assist respondents in referring to any applicable provision in the Request for Proposal documents. District staff is not authorized to orally interpret the meaning of the RFP documents, or correct any apparent ambiguity, inconsistency, or error therein. To be binding upon the District, the interpretation or correction must be given by the Procurement Officer and must be in writing. Any said inquiries must be received in writing no later than September 21, 2018, 5:00 P.M. ET and directed- addressed as shown below. Inquiries shall reference the date of the RFP opening and RFP title and number. The District will provide written answers to substantive questions in the form of an addendum (see 1.12 ADDENDA) by 5:00 P.M. ET on September 26, 2018.

**Procurement Officer**

Lennie Zeiler

[Lennie.Zeiler@nfwwater.com](mailto:Lennie.Zeiler@nfwwater.com)

(850) 539-2777 (fax)

#### **1.12 ADDENDA**

If an addendum becomes necessary, the District will post written addenda on the District's website and on the State of Florida Vendor Bid System (VBS) website. All addenda issued by the District will include an addendum acknowledgement form which must be signed and included with any proposals that are

submitted to the District. In the event multiple addenda are issued, a separate acknowledgement form for each addendum must be included with the proposal at the time it is submitted to the District. Prospective respondents are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting a proposal.

### **1.13 EQUAL OPPORTUNITY**

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by minority-, veteran-, and women-owned certified business enterprises and requests firms submit evidence of such designation with their proposals. For further information on designation as a certified business enterprise, visit:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

### **1.14 AMERICANS WITH DISABILITIES ACT**

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Wendy Dugan, Division of Administration, at (850) 539-5999.

### **1.15 INSURANCE**

The respondent, if awarded a contract, shall maintain and provide documentation of adequate insurance in the amount and coverages reflected in the draft contract attached as **Exhibit A**. In the event the respondent is a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities may be grounds for rejection of the Proposal and cancellation of any ensuing contract.

### **1.16 PUBLIC CRIMES/DISCRIMINATORY VENDORS**

In accordance with ss. 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists. Questions regarding the convicted vendor list may be directed to the Florida Department

of Management Services, Office of Supplier Diversity, at <https://www.dms.myflorida.com/> or (850) 487-0915.

### **1.17 PROHIBITED CONTACT**

Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a proposal in response to this RFP.

### **1.18 PROTEST OF RFP PROVISIONS**

If a potential respondent protests any term, condition or specification of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the Request for Proposals on the District's website. Failure to file a timely protest of a provision of the RFP within the time prescribed in s. 120.57(3) F.S., shall constitute a waiver of the right to contest a term, condition or specification of the RFP in a protest of an intended award.

### **1.19 CHALLENGE OF DISTRICT'S INTENT TO AWARD A CONTRACT**

If a respondent intends to protest the District's intent to award a contract, the notice of intent to protest must be filed in writing within 72 hours after the District's posting and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and s. 120.57(3), F.S., shall post with the District at the time of filing the formal written protest, a bond pursuant to s. 287.042(2)(c), F.S.

Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code and s. 120.57(3) and 287.042(2)(c), F.S., shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

### **1.20 USE BY OTHER FLORIDA GOVERNMENT ENTITIES**

With the consent and agreement of the District and of the successful respondent(s), services may be provided by the successful respondent(s) under this RFP to other governmental entities within the State of Florida pursuant to the terms and conditions of the contract if otherwise authorized by law. These governmental entities include other water management districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. The District will not be a party to any other governmental entity's agreement to obtain these services pursuant to this RFP. The District shall not be responsible for payment of services delivered or performed for any other governmental entity that uses the services of the successful respondent(s) pursuant to this paragraph.

## **1.21 DISCLAIMER**

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal in response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of the respondents' ability to meet the requirements of the RFP.

## **1.22 PUBLICITY**

The respondent shall obtain the prior approval of the District for all news releases or other publicity pertaining to this RFP or the service, study or projects to which it relates.

## **1.23 WAIVER OF MINOR IRREGULARITIES**

The District may waive minor irregularities in proposals received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the RFP that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

## **1.24 TERMINATION**

Unless otherwise agreed to by the District, any contract or renewal resulting from this RFP may be terminated by the District without cause upon 30 days written notice. Termination is effective upon the 30th day as counted from the date of the written notice.

## **SECTION 2. RESPONDENT PROPOSALS**

### **2.1 PROPOSAL REQUIREMENTS**

Proposals submitted in response to RFP 19-001 for Prescribed Burning and Vegetation Management Services to assist the District in with land management activities for District-owned property must use the forms found in Section 4, plus additional submittal pages as needed, to include, at a minimum, the following information:

#### **2.1.1 Company Information and Qualifications**

Bidders should provide the following information:

- a) Name, business address and address of any branch offices, phone, fax and e-mail address;
- b) Information on the principal;
  1. Formal education
  2. Qualifications and formal wildland and prescribed fire training
  3. Years of prescribed burning experience; describe experience in similar work

4. Florida Certified Burn Manager number
- c) Information on appropriate staff;
1. Formal education
  2. Qualifications and formal wildland and prescribed fire training
  3. Years of prescribed burning experience; describe experience in similar work
  4. Florida Certified Burn Manager number
- d) Qualifications of the firm, including documentation of the firm's experience, including, but not limited to:
1. Acres burned per year in each of the past three years, acres burned in Florida, types of burns [fuel reduction, growing season/ecological, site preparation, other (explain)] and type of entity contracting for the burning services (private or public);
  2. Documentation that Certified Prescribed Burn Managers, either individually or in combination, have completed prescribed burns on a minimum of 1,000 acres in Florida.
  3. List of and rates for prescribed burning and vegetation management equipment such as heavy equipment (dozers, tractors, transport vehicles, engines, etc.) and light equipment and tools (ATV's, ignition tools, suppression equipment and tools, etc.);
- e) List of Florida counties where you have performed prescribed burning services;
- f) List at least three (3) former clients (include name, address and telephone number) that can serve as a reference\* on similar past prescribed burning projects performed by the respondent;
- g) Documentation, if you are a Minority Business;
- h) Provide evidence of current levels of insurance (refer to Article 3 Insurance in Draft Agreement) in areas of General Liability, Automobile Liability, and Workers' Compensation;
- i) Provide the number of points (if any) assessed by the Florida Division of Forestry against any Certified Prescribed Burn Managers employed by the firm within the past three years;

Any other materials or information that might assist the District in evaluating your qualifications.

\*All references must be verifiable and will be checked. It is the responsibility of the respondent to ensure that valid contact information is provided for each reference.

### **2.1.2. Cost Information**

Respondents to the RFP shall provide "loaded per-acre ceiling rates" for prescribed burning services. Ceiling rates shall be provided for the initial three-year term of the contract and will apply to the possible second three-year term of the contract. Loaded per-acre ceiling rates shall include, but not be limited to: highest estimated per-acre rate for prescribed burning services, inclusive of, but not limited to employee

pay, benefit costs, insurance, fuel, vehicles, equipment, communication equipment, GPS units, cameras, PPE, hand tools, and any other costs necessary for the contractor to meet project specifications. Fireline preparation and rehabilitation and all planning, administrative, contract management, and invoicing costs are included. Contractors should take into account potential price increases and market fluctuations that could affect contractor’s costs over the term of contract.

“Ceiling Rate” prices submitted will be totaled and proportionally scored based on comparison to all other price totals submitted. The 20 points for pricing will be allocated in 20% increments in comparison to all other prices submitted creating 5 percentile ranges for pricing.

### **Competitive Range of Prices Submitted**

<b>Percentile of Price Submission (Lowest to Highest)</b>	<b>Points Awarded</b>
Lowest Price 1% to 20%	20 points
>20% to 40%	16 points
>40% to 60%	12 points
>60% to 80%	8 points
Highest Price >80% to 100%	4 points

## **2.2 SUBMISSION AND WITHDRAWAL**

The District will receive proposals at the following address:

Northwest Florida Water Management District  
 Attn: Agency Clerk, Division of Administration  
 81 Water Management Drive  
 Havana, Florida 32333-4712

Please be advised that mail delivery to the District is not always by 2:00 p.m. ET.

*For deliveries via hand delivery, please use the address below:*

Northwest Florida Water Management District  
 U.S. Highway 90 west, 10 miles west of Tallahassee

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. ET  
 ON OCTOBER 1, 2018, THE DAY OF THE PUBLIC OPENING.**

Proposals received after this deadline will not be considered.

The District cautions respondents to assure actual delivery of mailed or hand delivered proposals directly to the Agency Clerk in the District's Division of Administration prior to the deadline set for opening. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 539-5999 and asking for the Agency Clerk before the proposal opening time. Proposals by telegram, telephone or fax will not be acceptable. The Northwest Florida Water Management District is located in the Eastern Time

Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90. Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.

Receipt of a proposal by any District office or personnel other than the District receptionist or the Agency Clerk in the Division of Administration shall not constitute "delivery" as required by this RFP.

A respondent may withdraw a proposal by notifying the District in writing at any time prior to the opening. Respondents may withdraw proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the sealed proposal. Proposals, once opened, become the property of the District and will not be returned to the respondents.

Proposals received by the District in response to this RFP will become a public record (unless an exemption to Florida's Public Records Law applies) when the District posts notice of its intended decision or 30 working days after opening the proposals, whichever is earlier. If the District rejects all proposals and concurrently provides notice of its intent to reissue the RFP, the rejected proposals remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued RFP or until it withdraws the reissued RFP. A proposal is not exempt for longer than 12 months after the initial notice rejecting all proposals.

By submitting a proposal, each respondent agrees that its proposal shall remain a valid offer for at least 60 calendar days from the RFP opening date and that, in the event the contract award is delayed by appeal or protest, such 60-day period is extended until entry of a final order in response to such appeal or protest. Any proposal that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

### **2.3 PACKAGING AND DELIVERY**

A printed proposal must be submitted in a sealed opaque envelope along with one USB flash drive containing an Adobe® PDF version of the proposal. The printed proposal is required to contain an original signature from an official who is authorized to bind the firm to the reply. Proposals must be in hardcopy form typed on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion.

Proposals must be submitted in person, by courier, or by mail. Proposals by telegram, telephone, email, fax or other electronic means will not be accepted. The following instructions must be typed on or affixed to the outermost package containing the proposals in capital letters:

**"SEALED PROPOSAL RFP 19-001 FOR PRESCRIBED BURNING AND VEGETATION MANAGEMENT SERVICES TO BE OPENED OCTOBER 1, 2018, 2:00 P.M. ET AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."**

The outermost package shall also include the respondent's name and business address. Packages received but not properly marked may be considered as non-responsive.

Respondents who utilize courier service packing and shipping materials must ensure proposals are still sealed inside the courier-supplied shipping materials. Please see **2.2 SUBMISSION AND WITHDRAWAL** for more information.

## 2.4 DISTRICT FORMS AND RULES

When included, all applicable forms supplied by the Northwest Florida Water Management District shall be submitted with proposals. All proposals must comply with applicable Florida Statutes, laws, and rules.

## 2.5 RESPONDENT CHECK LIST

Please review this checklist (RFP 19-001) to ensure that you have properly followed the instructions. Many bids and proposals are rejected due to the respondent simply failing to comply with required preparation and submission requirements.

- Have you performed a final review of your response to ensure you included all required documentation?
- Have you signed and included the Submittal Form and Forms 1 through 9?
- Have you signed and included all Addenda Acknowledgement forms, if applicable?
- Is your envelope properly marked? See 2.3 PACKAGING AND DELIVERY for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your proposal is opened prior to the designated date and time, it cannot be considered.
- Have you selected the method of shipping that will ensure that your proposal will arrive before the deadline? Proposals received after the date and time specified will not be considered.

## SECTION 3. EVALUATION AND CONTRACTING

### 3.1 EVALUATION CRITERIA

Evaluation of the submitted proposal materials will be conducted by a Selection Committee comprised of three staff of the Northwest Florida Water Management District using the following criteria, corresponding to factors listed in Section 2.1, will be used to evaluate Respondents deemed to be the most qualified to perform the required work.

#### **Prescribed Burning and Vegetation Management Services on District-Owned Lands – RFP Evaluation Criteria**

	<b>Criteria</b>	<b>Maximum Points</b>
1	Qualifications of principal and additional personnel	20
2	Inventory of equipment and materials necessary to conduct prescribed burning services.	15
3	Qualifications and experience of the firm to conduct prescribed burning services in N.W. Florida.	15



4	Current company workload and ability to quickly respond to and complete assignments.	10
5	Reference from former clients of similar past prescribed burn services.	10
6	FFS points assessed against Certified Prescribed Burn Managers.	10
7	Price – Evaluation of “Ceiling Rates”	20
<b>Total Points Available</b>		<b>100</b>

**Price is not the sole or predominant factor in the evaluation of the proposals to assure that highly qualified firms receive consideration.**

A Selection Committee consisting of three (3) District staff members will be appointed by the Director, Division of Asset Management to evaluate the proposals received. The Selection Committee members will independently review and score all proposals based upon evaluation criteria. The Selection Committee will then meet to discuss the proposals and comments from each member. The final score for each proposal will be determined by taking the average of all Selection Committee member scores. If necessary, the Selection Committee will prepare a short list of the top-ranked respondents. The Selection Committee may conduct either phone or oral on-site interviews to complete the consultant selection process; however, the Selection Committee reserves the right to make a selection based solely upon the proposal received. During the evaluation process, the District also reserves the right, where it may serve the District’s interest, to request additional information from respondents for clarification purposes only.

The District’s Selection Committee rankings will be presented to the Governing Board for action at the duly noticed public Governing Board meeting on October 11, 2018 at District headquarters.

### **3.2 CONTRACT AWARDS**

The District anticipates entering into contracts with qualified and ranked responding firms that are best able to provide prescribed burning services.

The initial contracts shall be for a base period of three (3) years, with an option for a renewal of three (3) years at the District’s discretion.

The District reserves the right to reject any and all proposals, to waive any minor irregularities and to solicit and re-advertise for other proposals. Mistakes clearly evident on the face of the proposal documents, such as computation errors, may be corrected by the District.

The respondent understands that this RFP does not constitute an agreement or a contract with the District. An official contract is not binding until proposals are reviewed and accepted by the Selection Committee, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a respondent nor does it obligate the District to pay a respondent the rates reflected in the respondent’s Schedule of Costs. The District retains the right to negotiate each TO to obtain a lower

Schedule of Costs after the contract award, if it is in the best interest of the District to do so.

The contracts will be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting. The contract will take precedence in the event of any conflict between language in the contract and this RFP.

The contract document must comply with Chapter 287, Florida Statutes, in terms of containing required contract clauses and those stipulated by the District, including but not limited to invoicing requirements.

Notice of a contract award shall be posted on the District's website and on the State of Florida Vendor Bid System website. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes

### **3.3 CONTRACT OPERATIONS**

The selected firms will enter into a contract with the District. The contracts will specify the terms and conditions under which all contract operations will occur. Please see attached draft contract.

After the contracts are executed with selected firms, the District will prepare Request for Quote (RFQ) packages specifying individual prescribed burns, combinations of burn units, or vegetation management projects to be performed under the contracts, and each contractor will be provided the opportunity to provide a quote or "no quote" response to the RFQ. As part of the RFQ response, contractors will be required to provide an estimated number of days that they can provide prescribed burn or vegetation management services to the District during the time period specified within the RFQ. The District will distribute the work among the contractors in the manner that it determines best and most economical method for accomplishing the specified tasks in a safe manner.

While rates submitted in response to RFQ's will be a significant factor in the work distribution process, they will not exclusively govern where contractors will be assigned work or how much work will be assigned. Work assignments may also be based on: 1) a contractor's capacity to complete multiple burns or projects simultaneously; 2) their short vs. long term availability to actually conduct work; 3) their productivity in completing assigned projects, including unfinished work on previously assigned Task Orders; 4) weather related issues that may require contractors to be moved around between burn units; 5) the type of equipment a contractor has and whether it is currently available; and 6) and other efficiency/logistical factors.

All prescribed burn work will be assigned to contractors by written Task Orders (TO's) that will list the units to be burned and will include burn unit maps, schedules, and any special instructions. New TO's may be issued once substantial progress has been made on the previous Task Order(s). All vegetation management work will be assigned to contractors by written Task Orders (TO's) that will specify the work to be performed, the schedule, and any special instructions. No specific amount of work is guaranteed through the Agreement. The District will award work based on its assessment of how to best accomplish the needs of the District.

Should contractors be unable at any time to accomplish the work they have been assigned or meet any of the requirements or standards listed in this RFP, the contracts, and TOs, other contractors who are pre-

qualified and under contract to provide the same service may be assigned TOs to complete the required work.

The contract and TOs will take precedence in the event of any conflict between language in the contract, the TO's and this RFP.

*Remainder of page intentionally left blank.*

**SECTION 4. SUBMITTAL FORMS**

**Form 1. Acknowledgement Form**

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this response as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the work, is or are named herein, and that no person other than herein mentioned has any interest in this response or in the Agreement to be entered into; that this response is made without connection with any other person, company, or parties submitting a response; and that this response is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the response opening, as acknowledged via separate form attached (where applicable); and has otherwise satisfied itself that it is fully informed relative to the work to be performed. Respondent understands that the Agreement contains a statement that the respondent understands and will comply with Section 20.055(5), Florida Statutes, as it pertains to cooperating with inspectors general.

Respondent agrees that if its response is accepted and an Agreement is negotiated with the District, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the work in accordance with the time for completion specified in the Agreement Task Orders, and shall furnish the required evidence of the specified insurance.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Typed Name of Above Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal Employers Identification (FEID#)(Use SS# if no FEID#)

Unsigned proposals may be rejected by the Agency Clerk of the Northwest Florida Water Management District.

\_\_\_\_\_  
Agency Clerk  
Northwest Florida Water Management District

**Form 2.** Provide information on all current company employees who are Florida Certified Prescribed Burn Managers (FCPBM) and will be used as prescribed burn (Rx Burn) burn boss and/or part of an available burn crew (add additional pages if needed).

Name	Current FCPBM Number	Acres of Rx Burns Completed	Years of Experience Conducting Broadcast (not pile) Burns in Florida Natural Areas and Pine Plantations	Acres of Florida Rx Burns Completed Under FCPBM's Authorization Number	Number of Points Currently Assessed Against FCPBM Certification

**Form 3.** Provide information on all current company employees who will be used as prescribed burn (Rx Burn) technicians or equipment operators and will be part of an available burn crew (add additional pages if needed).

<b>Employee Name</b>	<b>Number of Years Employed by this Company</b>	<b>Years of Experience with Prescribed Burning and Wildland Firefighting</b>	<b>Years of Experience Conducting Broadcast (not pile) Rx Burns in Florida Natural Areas and Pine Plantations</b>	<b>Years of Experience as a Wildland Engine Operator/Years of this experience in Florida</b>	<b>Years of Experience as a Tractor Plow Operator/Years of this experience in Florida</b>

**Form 4.** Provide education and training information for all current company employees who will be used as prescribed burn (Rx Burn) bosses, technicians or equipment operators and will be part of an available burn crew (repeat lines and add additional pages if needed). Include all formal education, fire, emergency management, natural area management, and related training and education. Education and training documentation (diplomas, transcripts, certificates, etc.) may be requested by the District in the future but should not be submitted at this time.

Employee Name	Education and Training Coursework Name/Number/Description	Education/Training Provider	Year Completed

**Form 5.** Document the following information that pertains to your firm’s abilities and work expectations:

<p><b>List the number of fully staffed* burn crews (both personnel and equipment) your firm has the ability to put to work at the same time on any available burn day throughout the year.</b></p>	<p><b>List the maximum number of days your firm can commit at least one fully staffed* burn crew to prescribed burning for NFWMD each fiscal year (October through September).</b></p>	<p><b>List the maximum amount of acreage your firm has the ability to burn each fiscal year. (NA = No Maximum)</b></p>

\*Fully staffed burn crew includes at a minimum: one Certified Prescribed Burn Manager (Burn Boss) and the additional staff that the contractor deems necessary to safely complete assigned burns; one NWCG type 6 engine; and one tractor/plow. Assigned burn units will typically be in the range of 60 to 400 acres, with some larger and some smaller. Some larger burn units may be divided to burn in smaller increments if needed.

**Form 6.** Provide your firm’s loaded per-acre ceiling rate\* for turnkey prescribed burning services:

<p><b>Company Name</b></p>	<p><b>Ceiling Rate* for Turnkey Prescribed Burning Services</b></p>
	<p style="text-align: center;"> <span style="font-size: 2em;">\$</span> <span style="float: right; font-size: 1.5em;">per acre</span> </p>

\*Ceiling rate shall be provided for the initial three-year term of the contract and will apply to the possible second three-year term of the contract. Loaded per-acre ceiling rates shall include, but not be limited to: highest estimated per-acre rate for prescribed burning services, inclusive of, but not limited to employee pay, benefit costs, insurance, fuel, vehicles, equipment, communication equipment, GPS units, cameras, PPE, hand tools, and any other costs necessary for the contractor to meet project specifications. Fireline preparation and rehabilitation and all planning, administrative, contract management, and invoicing costs are included. Contractor should take into account potential price increases and market fluctuations that could affect contractor’s costs over the term of contract.



**Form 7.** Provide a list of equipment (owned or leased) that could be used for prescribed fire, vegetation management, and fireline related work including detailed description, hourly equipment rates and mobilization cost. All hourly rates include the cost of the operator (except ATV's and UTV's) and fuel. Attach additional pages if needed. Examples: engines, water tenders, dozers, skidders, tractors, front end loaders, roller-choppers, mowers, mulchers, road graders, harrow/plow size/type, ATV's, UTV's etc.. A single (combined) rate will be applied for mobilization and demobilization. Equipment rates and mobilization and demobilization will not apply to prescribed burns tasked on a per-acre basis. District staff will determine when and where hourly rates can be applied and will only reimburse for hourly work specified in advance by written task order. Hourly rates will only be paid for the time personnel or equipment is on-site conducting work and does not include time for service, shutdowns, operator travel, or operator breaks.

Equipment Type	Equipment Description [make, model, HP, attachment(s)]	Hourly Rate (\$/hour)	Combined Mobilization/ Demobilization Cost
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**Form 8.** Provide hourly rates for personnel. All respondents are required to provide hourly personnel rates. Payments based on hourly personnel and equipment rates can be applied to all work areas. Examples of where hourly rates may be applied include: long-term mop-up, monitoring, or reburn situations. All work utilizing hourly rates must be approved in advance by written task order and will be applied at the sole discretion of the District.

Personnel	Hourly Rate (\$/hour)
Burn Manager (Burn Boss)	\$
Burn Technician	\$
Equipment Operator	\$
Project Manager	\$
GIS Professional	\$
Administrative	\$
Other (Specify)	\$
Other (Specify)	\$
Other (Specify)	\$

**Form 9.** List at least three (3) former clients (include name, address and telephone number) that can serve as a reference on similar past **prescribed burning projects** performed by the respondent. Additional reference may be provided.

Date(s) (Month/Year)	Location(County/State)	Number of Acres	Client Name and Address	Contact Person	Contact Person Phone Number

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## AGREEMENT NO. 19-XXX

### AGREEMENT FOR PRESCRIBED BURNING AND VEGETATION MANAGEMENT SERVICES

#### BETWEEN

#### NWFWMD AND <CONTRACTOR>

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Northwest Florida Water Management District (hereinafter called the "District"), and <insert contractor name> (hereinafter called the "Contractor"). The District and the Contractor agree as set forth below:

#### ARTICLE 1

##### Contract Documents

The contract documents which make up this Agreement consist of this Agreement document, Exhibit maps, Request for Proposals No. 19-001, technical specifications, all addenda issued prior to the execution of this Agreement, the proposal submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this agreement as if attached to this Agreement, whether or not they are actually attached.

#### ARTICLE 2

##### Scope of Services

##### 2-1 INTRODUCTION

The Northwest Florida Water Management District is retaining the Contractor to conduct prescribed burns and vegetation management on District lands. Specific work assignments will be identified in Requests for Quotes (RFQ) and subsequent Task Orders issued under this Agreement. The terms of this Agreement apply to all Task Orders and the Task Orders may include additional specifications for particular prescribed burn units or vegetation management assignments. No specific amount of work is guaranteed through this Agreement.

##### 2-2 SCOPE OF SERVICES

1. The Contractor will respond to each District RFQ within the timeframes specified in each RFQ. A “no quote” response is required if the contractor is unable to perform the services specified in the RFQ. As part of the RFQ response, contractors will be required to provide an estimated number of days that they can provide prescribed burn or vegetation management services to the District during the time period specified within the RFQ. The District will distribute the work among multiple pre-qualified contractors in the manner that it determines best and most economical method for accomplishing the specified tasks in a safe and timely manner.

2. The District will issue prescribed burn Task Orders (TO's) to the Contractor that will list the units to be burned and will include burn unit maps, schedules and any special instructions. New prescribed burn TO's may be issued once substantial progress has been made on the previous TO's. No specific amount of work is guaranteed through the Agreement. Future TO's may be withheld until all work specified on previous Task Orders is completed.
3. The Contractor will complete each assigned TO in accordance with this Agreement and the TO specifications, weather permitting, in a safe and efficient manner. All prescribed burns performed by the Contractor shall be conducted as certified prescribed burns in accordance with Chapter 590, Florida Statutes (F.S.) and Chapter 5I-2, Florida Administrative Code (F.A.C.). Additional requirements found within the agreement and TO's shall also apply.
4. The Contractor will be required to prepare a "*NFWFMD Prescribed Burning Prescription Plan*" (see attached form) and conduct prescribed burns on stands in need of prescribed fire as determined by District staff. A signed paper copy of the *NFWFMD Prescribed Burning Prescription Plan* shall be on site during each prescribed burn and shall be made available for inspection by District and Florida Forest Service representatives. Maps and specifications for each burn unit will be provided in the Task Orders. If needed, additional maps and stand information can be provided by the District to aid the Contractor in performing the required services.
5. The Contractor will be required to provide pre- and post-burn photographs of each burn unit taken from at least three similar photo points within the burn unit for invoice documentation.
6. The Contractor will conduct all fire line preparation and fire containment measures as indicated by site conditions. Contractor should utilize natural firebreaks whenever possible and coordinate closely with the appropriate regional land manager when developing new fire lines. If firebreak construction is necessary near streams, lakes and/or other wetlands, such work must be approved in advance by District staff. All fireline work will be conducted in accordance with the guidelines found in the most current edition of the Florida Forest Service (FFS) Silvicultural Best Management Practices manual.
7. The Contractor **must** have the capability to supply all equipment and personnel necessary to complete and contain the prescribed burns. Sub-contractors, if used, must be identified and approved in accordance with ARTICLE 6. The Contractor may not rely on the Florida Forest Service to supply personnel or equipment.
8. Adequate fire suppression equipment and personnel must be maintained by the Contractor on the prescribed fire site(s) at all times while conducting the prescribed burns and when "mop-up" operations are in progress or while any risk of an escape exists on any prescribed burned unit or units. At a minimum, for each prescribed burn, this shall include a standby unit (tractor-plow), wildland engine (meeting the specification below), and enough personnel to conduct the prescribed burn(s) safely and efficiently to obtain the objectives of the Agreement and the specific Task Order. Wildland Engines used by contractors on District prescribed burns must meet or exceed all equipment specifications of the National Wildfire Coordinating Group (NWCG) for Type 6 engines, with the added requirement of four wheel drive (4X4) (reference NWCG #006-2008 Engine and Water Tender Typing Standards).
9. For prescribed burning operations, the onsite prescribed fire "burn or fire boss" must be the Florida Certified Prescribed Burn Manager who signed the prescribed burning prescription plan for the

specific burn unit being burned, and must be present on the prescribed fire burn unit site at all times during the prescribed burning operations until the prescribed burn is “completed” [in accordance with the definition found at Section 590.125(f), F.S.]. If more than one burn unit not in close proximity (close proximity is defined as within two miles and 10-minute drive or less within the same management tract) is prescribed burned simultaneously, the “burn boss” requirements shall be the same for each burn unit (i.e., each burn unit will require its own individual burn boss and prescribed burning prescription plan).

10. Smoke management plans must be enacted to protect “Smoke Sensitive Areas” identified by the Florida Forest Service. These plans must also protect highways, roads, and residential areas that are sensitive to smoke. The District may require the Contractor to provide smoke management plans for review by District staff before prescribed burns are conducted by the Contractor on District lands.
11. After a prescribed burn of the area specified in the NFWFMD Prescribed Burn Prescription Plan is finished, all mopup and rehabilitation of firelines is completed, and the Contractor has departed from the unit with no expectation of returning to the unit for any duties associated with the burn, the Contractor’s onsite certified prescribed burn manager (Burn Boss) shall at the time of departure, notify the District Project Manager, and within four hours of departure from the burn unit, transmit to the District an electronic image of the “Burn Boss Post-Burn Evaluation/Summary” form which shall be filled out in its entirety and shall include the map and photographs referenced on the form.
12. The Contractor will be required to rehabilitate all constructed or refreshed firelines and firebreaks.
13. The Contractor will communicate with the District Project Manager and his designees concerning all work activities. Communications for prescribed burning include monthly work plans, 24-hour notification of plan to burn, day of burn, and post-burn communications. Increased communication with the District is required for all prescribed fire incidents involving situations where the burn has resulted in a fire outside of the specified burn unit, and for situations where extended mopup and monitoring will be required for unburned fuels or organic matter smoldering or burning within or outside of the specified burn unit.
14. The Contractor will be responsible for conducting all mop-up, monitoring and long-term smoke management procedures associated with prescribed burns. On sites where smoke management issues arise from re-burn situations, organic soil ignition, or long-term fuel smoldering, the Contractor will be responsible for completely mopping up these areas to limit impacts from smoke or potential mortality to pine timber or other desirable species. Within the first two days (48 hours) following a prescribed fire, the Contractor will be required to conduct this work as a part of normal burning operations, and all costs will be included in submitted unit per-acre rates. After this two-day period, the Contractors may, at the discretion of the District, be reimbursed for suppression charges or directly compensated for additional time needed to mop-up, manage, or monitor long-term smoke and re-burn issues. Reimbursement and compensation must be authorized by the District’s Prescribed Fire Project Manager. Direct compensation will be based on hourly personnel and equipment rates contained herein. Reimbursement and compensation will not be provided if District personnel determine: 1) a lack of due diligence and planning occurred before ignition began, 2) appropriate procedures were not taken within the first 48 hours to properly conduct mop-up operations after burning was complete, appropriate procedures were not taken to properly secure or monitor the fire after burning operations were completed. If any of these determinations are made, contractor remains responsible for all suppression, mop-up, and monitoring costs after the initial two-day period.

15. Upon completion and fireline rehabilitation of each prescribed burning unit, the Contractor must submit a copy of a completed *NFWWMD Prescribed Burning Prescription Plan* form to the District. The contractor must pay special attention to completion of the post-burn evaluation section immediately (one to three days) after each burn.
16. Prior to payment to the Contractor, District staff will conduct a post-burn evaluation of each completed prescribed burn unit. This will consist of an on-site inspection to confirm that the prescribed burning objectives were met, verify actual burned acreage, verify fireline rehabilitation, examine crown scorch, etc. The completed *NFWWMD Prescribed Burning Prescription Plan* and pre- and post- burn photographs will also be examined for completeness and consistency with observed results. Payment will be withheld for incomplete work and/or inaccurate information provided on the *NFWWMD Prescribed Burning Prescription Plan*, until these issues are addressed by the Contractor.
17. In addition to the above, the Contractor shall have available and utilize the following items while conducting prescribed burning services on District lands:
  - a. All necessary equipment needed to prepare the units for prescribed burning and to conduct stand by operations for fire suppression needs, including the ability to mop up critical areas; including, but not limited to crawler tractors, fire line plows, disk harrows, engines/brush trucks, all terrain vehicles, foam equipment, ignition devices, etc.
  - b. All necessary safety and personal protection equipment (PPE) and communication equipment needed for prescribed fire personnel according to State of Florida standards. Personal protection equipment, at a minimum, will include fire resistant clothing, leather boots, leather gloves, hard hat, eye protection and a personal fire shelter for each prescribed fire participant.
  - c. Hand held equipment as is necessary to perform prescribed burning services including, but not limited to, such items as portable weather stations, drip torches, rakes, shovels, fire flaps, communicators, etc.
  - d. Safety signs, i.e. smoke signs and other appropriate signage to safely conduct prescribed burning services for the District and as may be required by federal, state and local rules and laws.
18. In the event of any unauthorized fire, or any authorized fire that escapes the boundaries of the authorization or burns past the time of the authorization, occurring as a result of Contractor's performance of a Task Order hereunder, Contractor agrees that, in addition to any property damage or bodily injury damage, it shall be liable to pay, and shall pay immediately upon request by the District or any third party, all costs and expenses of suppressing such fire, including but not limited to all costs and expenses of the Florida Forest Service and all fines, penalties and costs imposed by Section 590.14, Florida Statutes, or any other applicable federal, state or local statutes, rules and regulations.
19. Vegetation management activities will be performed, monitored, reported, and invoiced in accordance with instructions and specifications included in vegetation management TOs.
20. Contractors shall inform the District when any of their burn bosses are assessed points by the Florida Forest Service against their Florida Certified Prescribed Burn Manager certification.

### **ARTICLE 3**

#### Insurance

The Contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit not less than \$1,000,000; Workers Compensation and Employers' Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; Bodily Injury by Disease \$1,000,000 each employee. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days' notice to the District of cancellation or any material change in the terms of the insurance policies. The District shall be named as additional insured.

### **ARTICLE 4**

#### Terms of Agreement

Prescribed burning and vegetation management activities shall begin upon execution of this Agreement and receipt of a Task Order and extend for three years after execution of the Agreement. Subject to satisfactory performance by the Contractor, this Agreement may be renewed for one additional three-year term through an amendment as described in ARTICLE 16.

### **ARTICLE 5**

#### Technical Specifications

Prescribed Burning Services shall meet or exceed the following minimum specifications:

The Contractor will be required to prepare *NFWMD Prescribed Burning Prescription Plans* (see attached form), prepare the burn units, and conduct site preparation, fuel reduction, and growing season prescribed burns and rehabilitate all constructed firebreaks and firelines as determined by District staff per TOs issued subsequent to execution of the Agreement. The TOs will include burn unit maps and any additional instructions or specifications for individual burn units.

### **ARTICLE 6**

#### Subcontracts

The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. The District reserves the right to approve or disapprove any proposed subcontract or subcontractor and to request documentation of subcontractor qualifications, training, experience conducting prescribed burns, and the types of equipment they have available to conduct prescribed fire activities on District land. Any subcontractors employed by the Contractor and approved by the District to perform any component of prescribed fire or vegetation management services or operations must enter into an agreement with the Contractor to comply with all terms of this Agreement, including maintenance of insurance at the levels specified in Article 3. Subcontractors do not need to provide insurance, provided the Contractor's wildfire cost liability insurance will cover all operations of the subcontractor. The District shall be named as additional insured on all subcontractor insurance coverage, and evidence of all such subcontractor insurance satisfactory to the District shall be furnished prior to beginning of subcontractor operations.



## ARTICLE 7

### Performance Bond

The Contractor has on deposit with the Northwest Florida Water Management District a performance bond in the amount of **\$7,500.00** to insure contract compliance and to pay any damages sustained by the District due to Contractor's negligence or breach of contract. Upon completion, expiration or cancellation of the Agreement, performance bond funds will be returned to the Contractor if all terms and conditions of the Agreement have been satisfied.

## ARTICLE 8

### Termination of Agreement

1. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto.
2. If the Contractor shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the District shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the effective date thereof. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of the contract, and the District may deduct the amount of damages due to such breach from the Performance Bond, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
3. This Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action.

## ARTICLE 9

### Indemnification

The Contractor agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the specified work; except to the extent such damages are due to the negligence or willful misconduct of the District, or the District's representatives; and the Contractor agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the District, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement, except to the extent of any claim arising from the negligence or willful misconduct of the District.

## **ARTICLE 10**

### Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **ARTICLE 11**

### Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

## **ARTICLE 12**

### Inspector General Cooperation

The Contractor understands and shall comply with Section 20.055(5), Florida Statutes, which states: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

## **ARTICLE 13**

### Payments

The Contractor will be paid the amounts specified in TOs for each work task within thirty (30) calendar days of receipt of a proper invoice for completed services.

For prescribed burning, all reimbursements will be paid on a per-acre basis for turnkey prescribed burn services. The prescribed burning price per acre is inclusive of all services associated with completing a prescribed burn, including, but not limited to: administration, planning, coordination with District staff, fire line preparation, prescription development, smoke screening, fuel, equipment, supplies, PPE, personnel, securing of authorizations, execution of burn, mop-up, fire line rehabilitation, reporting, and invoicing.

For vegetation management and other related services, all reimbursements will be paid in accordance with the equipment and personnel rates specified in the TO, as applicable. Equipment, personnel, and

mobilization/demobilization rates specified in the Contractor's response to RFP 19-001 shall be the maximum hourly amounts allowed.

Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor's invoices must contain a list of units burned or vegetation management activities performed, actual acres burned for each burn unit, date of burn, cost per acre, and totals, and such invoice shall be verified as accurate and true by District personnel prior to payment. At a minimum, for each burn unit, the Contractor(s) must also provide a copy of the completed *NFWWMD Prescribed Burning Prescription Plan* and post-burn evaluation, including a map of actual acres successfully burned; pre- and post-burn photographs of the burn unit; a printout of the location spot fire weather report(s) for the burn date; and the smoke screening assessment prepared on the day(s) of the prescribed burn. District staff will inspect burn units, the *NFWWMD Prescribed Burning Prescription Plan*, pre- and post- burn photographs of the burn unit, and other submitted materials before approving payment.

Hourly machine rates include operator and fuel and will be paid based on actual machine hours used during the assigned task(s). Logs of daily machine hour meter readings (start of day/end of day) must be kept by the operator and submitted with invoices. Machine hour meters may be inspected by District staff at any time when a Contractor supplied machine is on District property.

Maximum compensation under this agreement shall be determined by TOs issued. Individual assignments will be established by TO issued by the District within the dates of this Agreement. Maximum compensation under any renewal of this agreement shall also be in accordance with this paragraph and shall be at the same rates applicable to the original Agreement. Cost increases for the renewal may not be charged, and any renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.

Payment for assigned services will be subject to inspection and approval by the District's Chief, Bureau of Land Management Operations, or his designee. One of these representatives will determine in their sole discretion whether or not the Contractor has successfully completed all phases of the services assignment, and payment will not be made to the Contractor until the District receives written authorization to do so by one or both of these District representatives. Any unburned portion of a prescribed burn unit submitted for payment will be subject to GPS measurement and the number of unburned acres will be deducted from the final payment acres. Incidental unburned areas contained within each specific prescribed burning services unit may be waived by the District, subject to the discretion of the District's on-site supervisors.

The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District's annually adopted budget.

As provided under Section 216.347, Florida Statutes, expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

## ARTICLE 14

### Access to Records

1. The Contractor shall maintain books, records and documents directly pertinent to performance under this contract in accordance with generally accepted accounting principles consistently applied. The District, the State, auditor general or their authorized representatives shall have access to such records for audit purposes during the term of this contract and for five (5) years following contract completion.

2. The Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Firm shall keep and maintain public records required by the District to perform the services under this agreement.
3. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
4. If the Contractor meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - a. A request to inspect or copy public records relating to this contract for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - b. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - c. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - d. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 81 WATER MANAGEMENT DRIVE HAVANA, FL 32333, 850-539-5999, OMBUDSMAN@NFWATER.COM.**

**ARTICLE 15**

Penalties

If the Contractor fails to provide the specified services at the locations and on the dates specified in this Agreement and subsequent Task Orders, the District shall have the right to require the forfeiture of the entire performance bond or a portion thereof based upon the cost for the agreed upon services to be performed by Contractor. Forfeiture of the entire performance bond or a portion thereof may be waived by the District, in its sole discretion, for acts of God or for other appropriate reason submitted by the Contractor. The District may also penalize the Contractor by withholding future RFQs and/or not assigning future Task Orders to the Contractor.

**ARTICLE 16**

Financial Consequences

In accordance with 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If the Contractor fails to produce the deliverables as specified within the assigned Task Orders, the District shall apply the financial consequences identified therein.

**ARTICLE 17**

Amendments

This Agreement and the documents referenced herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Amendments to this Agreement must be made in writing and executed by both parties.

**ARTICLE 18**

Venue and Enforcement

Any action to enforce the terms, conditions and obligations of this Agreement shall be governed by the law of the State of Florida and venue for such action shall be held in Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

<INSERT CONTRACTOR NAME>

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Brett J. Cyphers  
Executive Director

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# NFWWMD PRESCRIBED BURNING PRESCRIPTION PLAN

(complete form and attach map and pre- and post-burn photographs)

Forestry Center/District:		Authorization Number:			
Authorization Date:		Time Period of Authorization:			
NFWWMD Water Management Area:					
Address:					
Telephone Numbers:		Section	Township	Range	County:
Office:					
Mobile:					
<b>Latitude</b>			<b>Longitude</b>		
Acres to Burn:	Previous Burn Date:	Feet or Miles of fireline to prep, inspect, and rehab:			
Stand Description:					
Overstory Type:		Understory Type:		Height to Bottom of Crown:	
Fuel Description:		Fuel Model:		Topography and Soil:	
Purpose of the Burn:			Burn Objectives:		
Firing Techniques & Ignition Methods:					
Personnel Needs:			Equipment Needs:		
Maximum Crown Scorch Acceptable:			Passed Smoke Screening:		
Listed Possible Smoke-Sensitive Areas:					
Special Precautions:					
Adjacent Landowners to Notify:					

MONITORING & EVALUATION PROCEDURES		
WEATHER FACTORS	PRE-BURN	POST-BURN
	PREFERRED	ACTUAL
Surface Winds (Speed & Direction)		
Transport Winds (Speed & Direction)		
Minimum Mixing Height		
Dispersion Index (DAY)		
Dispersion Index (NIGHT)		
Maximum Temperature		
Minimum Relative Humidity		
Minimum Fine Fuel Moisture		
Rate of Spread		
Starting Time		
Burn Technique		
Flame Length		
Keetch-Byram Drought Index (KBDI)		
Days Since Rain		
Date Burned:	Distance Plowed:	

**BURN CHECK LIST** (Check each box or add notes to explain unchecked boxes)

FIRE BOSS: Initial each item to indicate compliance.

- All prescription requisites met (preparation and day of burn).
- Authorization obtained.
- Adjacent landowners notified within past seven days of plan to burn, if applicable.
- Local contacts made day of burn to advise (FHP, SO, Fire Dept., media, etc.)
- Notified NFWFMD Lands Division at Headquarters (850-539-5999).
- Smoke screening performed and documented.
- All required equipment on scene and fully operational.
- Each crew member has proper personal gear and clothing.
- Low Visibility Risk Index checked.
- Smoke on the Highway signs in place, if needed.
- Test burn performed and fire behavior within expectations.

**CREW BRIEFING** (Check each box or add notes to explain unchecked boxes)

- Objectives of burn.
- Exact area of burn.
- Hazards discussed (volatile fuels, spotting potential, weak points in perimeter lines, terrain features, wildlife, barbed wire, insects, etc.).
- Crew Assignments made.
- Ignition technique and pattern. Holding method(s).
- Location of extra equipment, fuel, water, vehicle keys.
- Authority and communications (including radio channel/ frequency).
- Contingencies covered including escape routes or procedures.
- Sources of nearest assistance. Nearest phone and emergency numbers.
- Identify crew members with EMT or Advanced First Aid Certifications.
- Special instructions regarding smoke management, contact with the public and others.
- Questions.
- Crew members given opportunity to decline participation (is there anything that is going to prevent full physical performance?).

Prescription Prepared by:	Certification Number:	
Title:	Date:	Time:

**CERTIFIED PRESCRIBED BURN MANAGER SIGNATURE:**

**All information above, except the shaded (“Actual”) box, must be completed before the burn**

## Burn Boss Post-Burn Evaluation/Summary

Actual Date(s) Burned:		Actual Acreage Burned:		
Any Escapes?	Number of Escapes:		Acreage Involved:	
Any escapes off of NFWMD property?	If yes, where; and how was escape addressed?			
Has neighboring property owner been notified?	Neighboring Property Contact Information (Name, Phone Number, etc.):			
Any Smoke Problems?		Additional Mop-up Needs?		
Any live crown consumption due to torching?		Where?		
Percent of area with crown discoloration:	5-25%	26-50%	51-75%	76%+
Estimated % Understory Vegetation Consumed:		Any Organic Soil Burn?		
Any Unburned or Unburnable Portions?	Where?			
Any Adverse Publicity, etc.? (Explain)				
Have all constructed firebreaks and firelines been rehabilitated?				
Additional Comments?				
To the best of your knowledge, is this burn adequately mopped up and free of escape risk?				
To the best of your knowledge, has the smoke that was produced, including nighttime residual smoke, from this prescribed burn been minimized to the degree that it will not produce visibility and/or health problems?				
Burn Boss Signature:			Date:	

**Attach Map or Sketch of Prescribed Burn Area and Pre- and Post-Burn Photographs**

(Post-Burn Map must include locations of escapes, live crown consumption, unburned areas and any additional information helpful for evaluation of the prescribed burn)