

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES FORM**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
5324 Z1	May 19, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 15, 2016 2:00 p.m. Central Time	Annette Walton / Teresa Fleming

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5324 Z1 for the purpose of selecting a qualified Contractor to provide Tree Removal and Stump Treatment at Pressey Wildlife Management Area (WMA).

Written questions are due no later than June 6, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov
Written questions may also be sent by facsimile to (402) 471-2089.

An optional Pre-Proposal Conference will be held on June 2, 2016 at Pressey WMA shooting range parking lot located from junction Highway 21 & East Pressey Road ¼ mile east on East Pressey Road (Five miles north of Oconto, NE and ¾ miles East).

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID.
PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ **I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520

FIRM: _____

COMPLETE ADDRESS: _____ (541) 535-8920

TELEPHONE NUMBER: summittforests@gmail.com FAX NUMBER: 541-535-9920

SIGNATURE: _____ DATE: 6/13/16

TYPED NAME & TITLE OF SIGNER: Scott Nelson pres.

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920
summittforests@gmail.com

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.htm>

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require

the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SN			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SN			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by the Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SN			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SN			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SN			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SN			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative

appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SD			

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

DD. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
sd			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Itemized invoices are to be sent to Nebraska Game and Parks Commission, 2200 N 33rd Street, Lincoln, NE 68503. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
sd			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
gd			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
gd			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
gd			

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
gd			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
gd			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
gd			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S			

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed for the entire term of the contract period.

The State will be given full proportionate benefit of any price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the

same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period.

SS. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Sp			

The State will compile the final scores for all parts of each proposal. The award may be granted to the lowest responsible bidder. Alternatively, bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated based on cost. The award will then be granted to the lowest responsible bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Sp			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
Sp			

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any

and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
S~			

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>SW</i>			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with the contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>SW</i>			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

YY. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>SW</i>			

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>SW</i>			

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

AAA. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to NEB. REV. STAT. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SW			

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

Form A

Bidder Contact Sheet

Request for Proposal Number 5324 Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	SUMMITT FORESTS, INC. 2305 ASHLAND ST STE C PMB 432 ASHLAND, OR 97520
Contact Person & Title:	<i>Scott Nelson / Pres.</i> (541) 535-8920
E-mail Address:	summittforests@gmail.com
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	541-535-8920

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	SUMMITT FORESTS, INC. 2305 ASHLAND ST STE C PMB 432 ASHLAND, OR 97520
Contact Person & Title:	<i>Scott Nelson / Pres.</i> (541) 535-8920
E-mail Address:	summittforests@gmail.com
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	541-535-8920

Cost Proposal

Request for Proposal Number 5324 Z1

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920
summittforests@gmail.com

Bidder's Name: _____

Project: Tree Removal and Stump Treatment at Pressey Wildlife Management Area (WMA).

Area	Acres	Bid Price per Acre
Site A	26 Acres	\$ 710
Site B	110 Acres	\$ 710

The State intends to award to one (1) Contractor for the entire project.

*Minimum
100 ac Please*

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920
summittforests@gmail.com

ADDENDUM ONE
QUESTIONS and ANSWERS

Date: June 8, 2016
 To: All Bidders
 From: Annette Walton/Teresa Fleming, Buyers
 AS Materiel State Purchasing
 RE: Addendum for Request for Proposal Number 5324 Z1
 to be opened June 15, 2016 at 2:00 p.m. Central Time

Questions and Answers

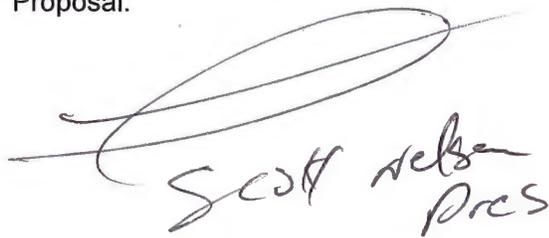
Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	IV.A.7	27	What is the maximum number of tree piles per acre? Example: 1 pile/acre or 1 pile/2-3 acres	The state will not accept a multitude of small piles scattered throughout the tree clearing areas. The state requires consolidated large piles under the direction of the area biologist. Example – 1 pile per 5 acres

Pete Ricketts, Governor

2.	IV.A.7	27	What is the minimum number of trees per pile?	Due to variable tree sizes, it is difficult to give a minimum number of trees per pile. However, tree piles are needed to be consolidated as much as possible under the direction of the area biologist. Example – 25 trees per pile Please also see question 1
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This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



Scott Nelson
 Pres

SUMMITT FORESTS, INC.
 2305 ASHLAND ST STE C PMB 432
 ASHLAND, OR 97520
 (541) 535-8920
 summittforests@gmail.com



December 17, 2015

SUMMITT FORESTS INC.
5065 S PACIFIC HWY

PHOENIX, OR 97535-6605

Re: Barrett Business Services, Inc. ("BBSI")
Letter of Self-Insurance for Workers' Compensation Coverage

As the named addressee of this Letter, your company's required workers' compensation coverage is provided through BBSI's state approved Self-Insured Workers' Compensation Plan by way of your co-employment contract with BBSI. Additional information is as follows:

State: Oregon	<u>Workers' Compensation Limits:</u>	<u>Employer Liability Limits:</u>
Self Insurance Certification #: 1068	Statutory	\$5,000,000.00 Each Accident \$5,000,000.00 Disease Coverage Limit by Client \$5,000,000.00 Disease; Each Employee

Other Comments (place an "X" if applicable):

Named "Letter Holder".

Other: This letter of self-insurance for workers' compensation replaces Acord form 25. Contract effective 12/30/12, renewed through 12/31/16. Subject to 30 days' notice of cancellation.

Additionally, BBSI's self-insured program is further supported by an excess workers' compensation insurance policy with ACE American Insurance Co.. Copy of certificate is available upon request.

For additional information, please contact your local BBSI office at: **MEDFORD**
(541) 772-5469
3512 Excel Drive Suite 107
Medford, OR 97504

Very truly yours,

Michael L. Elich
President and Chief Executive Officer

TECHNICAL PROPOSAL



2305 ASHLAND STREET, SUITE C, PMB 432
ASHLAND, OREGON 97520 – SCOTT NELSON, PRESIDENT
541-535-8920, Fax 541-535-9970, summittforests@gmail.com

SUBMITTED TO:
STATE OF NEBRASKA
1526 K STREET
LINCOLN, NEBRASKA 68508

PRESSEY WILDLIFE MANAGEMENT AREA, TREE REMOVAL

5324 Z1

JUNE 15, 2016



Company Overview

Summitt Forests Inc. is wholly owned by Scott Nelson and has been operating as a Corporation under the state laws of California since its inception January 1, 1983. Summitt has completed more than 2500 Federal agency contracts, 2000 of which have been directly related to the forestry and reforestation field. All have been completed successfully.

Summitt's key people have numerous years of experience with all types of hand, and light mechanical forestry applications. Below we have listed each person and their years of experience in the industry. Our primary business target over the past 30 years has been to supply forestry services to various government agencies and private timber companies. We complete hundreds of contracts each year that involve forest health improvement projects that include fuels reduction, slash piling, chipping, pre-commercial thinning, tree planting, plantation maintenance, animal damage control, mastication, small tree removal, pruning, pile burning, firefighting, herbicide and pesticide applications, along with many other types of projects. Much of the work has been within urban interface settings, much has been in forest settings. A large portion of our contracts are with the government, completing millions of dollars of contracts each year for those agencies. With our experienced crew leaders, managers, and over 150 workers, Summitt will be able to complete any project presented within most any time frame. Summit operates over 10 reforestation crews during the majority of each year and as such would be more than adequate to complete most any demanding project.

Management

Summitt's chain of command follows standard business lines. Scott Nelson, Owner-President is responsible for bidding, record keeping, negotiating, and generally oversees the entire contract operation. Scott Nelson has over 30 years of experience operating a forestry contracting company. He has several years of college where he studied business administration. His entire time and effort has gone into creating a vibrant and successful company that employs over 150 people. Scott is responsible for all aspects of the business, but specifically handles all of the bidding and crew organization.

Dinah Walker is the office manager who oversees housing, insurance, accounting, invoicing, procurement, payroll, and various registration requirements. Dinah oversees an office staff of 4 people to complete the functionality of all office requirements.

Barry Ledbetter is the organizational manager who assists with crew planning, crew dispatch, safety training and management. Our fire and fuels management is overseen by Barry Ledbetter who has been involved in firefighting and burning for over 20 years. Barry is in charge of organization and execution of all firefighting and burning contracts. Barry's background and experience come from USFS hand and engine crews. Barry had 12 seasons of experience on the Middle Fork Ranger District, Willamette National Forest, prior to joining Summitt.

Celestino Rodriguez is the personnel supervisor and safety manager whose responsibilities include estimation, personnel, and safety. Celestino is a certified instructor for CPR and first aid training. Celestino organizes and instructs safety classes and works with all employees with regards to our Safety plan.

Perfecto Ledesma, Angel Alcauter, Gorgonio Ibarra and Ron Schmelzer are the Managers for the on-ground administration of the contracts. Their responsibilities include overseeing crew foreman, record keeping, organization of the work force, estimating, and implementation of the contracts.

David Cyphers is our chief forester after many years as a consultant. Dave has over 30 years of field experience and is in charge of our professional forestry services, including timber appraisal, GPS collection and mapping, timber sale management, and forest inventory contracts.

Principal Employees

Primary Office Staff	MSPA#	Title and Years of Experience	
Scott Nelson	E-09-741424-H-16-R	Owner/President	30+
Dinah Walker		Office and Systems Manager	14
Barry Ledbetter	E-09-861424-L-16-R	Forestry/Fire/Manager	15/22/9
Celestino Rodriguez	E-09-905258-H-16-R	Forestry/Manager/Safety	27/17/17
Field Managers			
Perfecto Ledesma	E-09-216641-H-16-R	Foreman/Manager	22/12
Angel Alcauter	E-09-259447-H-16-R	Foreman/Manager	19/11
Gorgonio Ibarra	E-09-272239-H-16-R	Foreman/Manager	13/9
Ron Schmelzer	E-09-626001-H-16-R	Mechanical/Manager	27/9
David Cyphers		Chief Professional Forester	30+
Field Supervisors / Applicators / Inspectors			
Alvaro Ledesma	E-09-351320-H-16-R	Foreman	13
Bacilio Blanco	E-09-140866-H-16-R	Foreman	13
Mario Cortes	E-09-977864-H-16-I	Foreman	16
David Verdusco	E-09-224027-H-16-R	Foreman	11
Vicente Ibarra	E-09-409747-H-16-R	Foreman	11
Hugo Rangel		Foreman	10
Enrique Garcia		Foreman	9
Filipe Ibarra	E-09-497311-H-16-R	Foreman	9
Joel Hernandez		Operator/Foreman	8
Paulino Blanco	E-09-538579-H-16-R	Foreman	6
Leobardo Cortes	E-09-817086-K-16-I	Foreman	6
Luis Cortes	E-09-348994-H-16-R	Foreman	5
Enrique Padilla	E-09-273583-H-16-R	Foreman/Applicator	20+
Hector Salazar	E-09-969181-H-16-R	Foreman/Applicator	20+
Oscar Mena	E-09-199546-H-16-R	Foreman/Applicator	15+
Fernando Mena	E-09-214697-K-16-R	Foreman/Applicator	6
Santos Cortes	E-09-408225-H-16-R	Inspector	14
Antonio Miranda		Inspector	7

Field Supervisors

The most important people in the company are our Field Supervisors. All Field Supervisors are conversant in the English language, have inspection experience, and have numerous years of experience as laborers in the forestry industry. They have been supervisors of crews for the time periods listed. Their responsibilities include, record keeping, transportation of workers, layout and organization of the work force, and implementation of the contract. They maintain proper work and hourly records, and ensure that all prescriptions are accomplished in a prompt, safe and professional manner. All Foremen have been trained in first aid procedures, and are registered as required with the Migrant Worker Protection Act.

2016 Equipment, Owned

Forestry Equipment

A fleet (15+) of Late Model Passenger Vans (2006-2013)	100 - Shovels
A fleet (20+) of 4X4 Chev and Ford Pickup Trucks	200 - Chain Saws
2006 GMC two ton truck	200 - Various Scalping Tools
2008 Chev. 3500 4x4 batch truck	400 - Planting tools and bags
2003 GMC 4x4 batch truck	200 - Pruning Saws and Loppers
2005 Ford F550 4x4 batch truck	50 - Planting Augers
GMC Topkick 4x4 batch truck	100 - Gopher Probes
2 -1500 gallon water trailers	200 - Gopher Traps
500 gallon water trailer	Hundreds of Hand Tools
600 gallon water trailer	
15 - Large ATV's	
10 - Insulated Tree Trailers	

Mechanical Equipment

2008 Vimek Forwarder 608, 6000 lb Capacity 40HP
2006 ASV 100 Skid-steer 98 HP with Grapple, Mastication head, Bucket, Forks, Winch
2005 Bandit 250 HP Chipper 18" with Grapple, Tow Behind
2007 Bandit 140 HP Chipper 15", Tow Behind
2012 Bandit 440 HP Tracked 20" Chipper with Grapple, Ground Pressure 6.3 PSI
1990 John Deer 550 G Dozer
1990 Water Truck 2500 Gallons
2009 21 Foot Boat, Seats 10, 70 HP
Equipment Trailer 40 Ton
Equipment Trailer 8 Ton
Equipment Trailer 7 Ton
2006 FMC K5500 Chip Truck
2 - 7X14 Dump Trailers

Fire Fighting and Burning Equipment

Type 6 Fire Engine 300 gallon
Type 4 Fire Engine 300 gallon
300 - Fire Fighting Hand Tools
2 - 1500 Gal Snap Tanks
2500 Gallon Water Tender meets the R-6 tender requirements, with a qualified driver.
Our fire engines have pumps hoses and reels.
All the necessary Tools, Clothing, PPE and Equipment to outfit 2-20 person Firefighting crews.
Many Additional Specialty Fire and Burning Tools & Equipment.

Work Plan

Summitt will hand fall designated trees, Fecon mastication head and our tracked chipper to complete the majority of the work. There will be an additional safety person, chainsaw operator on site for safety and hand work. Slash will either be masticated or chipped and scattered throughout the work area. We anticipate starting on the project at an agreed upon time with the district personnel. We believe the project will be completed in about a month. The project will be managed by Ron Schmelzer who will be on site at the start of the project or as needed.

Forestry Safety

Responsible Parties

Safety Manager	Celestino Rodriguez
Injury and Safety Coordinator	Barry Ledbetter
Supervisors for the Project	As listed for Company Representatives for the Job
President	Scott Nelson

Personal Protective Equipment

For this project, general laborers or while operating mechanical equipment, workers will have a hard hat, gloves, boots, and if needed eye and ear protection. If using a chainsaw each person will have a hardhat, gloves, boots, chaps, ear and eye protection. Each crew has a cellular and satellite telephones for communication and emergency use.

Safety Meetings

Summitt will conduct safety meetings prior to work beginning on the project. Each member of the crew will be involved in a discussion of the potential dangers involved in the work. At each site the foreman will make a visual assessment of the unit and will inform the crew of special circumstances within the area and to be extra alert with those dangers in mind.

Walk in Safety Plan and Procedures

Crews will have a cell phone, a satellite phone, and a GPS with emergency locator with them when on walk in projects. When away from vehicle accessible areas, the foreman will visually locate potential landing sites for a helicopter that are as close as possible to the work area. GPS coordinates can be used and sent to emergency services if needed. The crew will also have with them a basic first aid kit to be used for non-life threatening injuries. The vehicle will have a stretcher and more first aid materials which can be retrieved if needed. The foreman and at least one other crew member will be capable of using the phones or GPS locator devices. When working in these situations the crew will be instructed to have a heightened awareness to potential dangers and to use extreme caution while working.

Driver Training and Vehicle Maintenance

It is important for drivers to be well trained and take the task of driving seriously. We want to emphasize to all drivers the risk they assume when they are transporting workers. Proper safety and knowledge of one's vehicle can not only save the company money but can save heartache and injury. All drivers are required to have a safe driving record and valid driver's license. Summitt requires all drivers to take an in house class on driver's safety and procedures that includes personal training by our mechanics on the safe and proper operation of the vehicles they will be using. Our mechanics have an outline for successful safety talks that are used during the class. The class involves individual training going over the vehicle from top to bottom, the driver actually road testing the vehicle, and being tested on that operation. Such road tests are

included in this safety plan. Drivers are instructed to contact the police and emergency services in case of an accident and to notify the office as soon as possible. They are shown where the first aid kit is and will generally be trained in CPR if they are also a foreman.

Spill Plan

Summitt Forests is committed to safe and secure transportation and use of gasoline, oil and diesel in all locations of work. Spill kits containing; 25 pounds of litter, two 30 gallon garbage bags with ties, broom, dust pan, square shovel, and round shovel will be present at each storage area. Action will be taken to safely contain the spill and prevent it from flowing into streams, lakes or other wet areas. We will keep the contamination to a minimum and will remove all contaminated dirt or other items to be disposed of properly. The land owner will be notified immediately in the case of a spill. A HAZMAT team will be contacted, or the National Response Center at 1-800-424-8802. The spill will also be reported to OERS at 1-800-452-0311.

Public Protection

Where work is occurring near or on roads or trails that involves tree falling, mastication or other hazardous work, signs will be placed at each end of the work area to warn of the work taking place. In addition, where there is high public traffic on roadways, flaggers will be used.

Identifying Hazards

The supervisor for each project will be responsible for evaluating the jobsite to ensure the safety of the crew, and to make sure that proper techniques for safe practices are being employed by all workers.

Accident Investigation and Correction

At the job site, the supervisor will be responsible for immediate care to the injured worker, by applying first aid when necessary, transporting the worker to evacuation locations, or directly to medical facilities. The safety manager is to be informed as soon as possible after an accident. He will then go to the location and interview other workers and witnesses, will conduct a survey of the scene, and fill out accident forms to be turned into the insurance carrier. He will assess if the accident was preventable, and if so, will discuss with the supervisor and crew measures what actions should be taken in the future to avoid additional accidents. A meeting will be held with all supervisors and managers each year to discuss all accidents and what can be done to lower the incidence of work related injuries.

Safety Training and Records

Supervisors and Managers are trained in first aid, with the Safety Manager having been trained by the Red Cross and is certified to conduct classes on first aid. At safety meetings all employees will be instructed on basic first aid, proper lifting techniques and various methods of safe operation of the equipment involved in the project.

Local Medical Centers

When projects are issued, the crew foreman will be given a list of medical centers which are closest to access from the work location. The list will include address and phone numbers.

Summitt has a complete safety plan for review upon request.

Current Work

Summitt is involved with a number of IDIQ task order type of contracts in which we are bidding and completing task orders. In addition we have a variety of general contracts which have varying time frames. Do to our ability to operate several crews at a time, we do not believe that any of the work that we currently have on hand will in any way affect our ability to complete this project in a timely manner with a professional experienced crew.

Experience and Performance

Reference Spreadsheets

Summitt has a multitude of references that we can provide in the form of spreadsheets and evaluations. Our experience expands over a 30+ year history working primarily in the western part of the US. for the government and private land owners. We have included here spreadsheets covering similar contracts that we have completed in the last few years. The spreadsheets attached include the following information: The location, the forest, client contact, quantities and type of work, the payment percentage which is the overall pay percentage on the contract, Summitt representative and other items.

Customer Evaluations

Government evaluations and other reports can be found on-line and we encourage you to examine those from our previous contracts. Additionally we have provided copies of many of those evaluations here for you to view. The information provided in the evaluations will give you an understanding of our quality of work, timeliness of performance and professionalism.

All of Summitt's contracts have been successfully completed within the time given, and in most cases completed well in advance of the schedule. On a few occasions we may have asked for additional time due to weather conditions. Summitt has not had any defaulted contracts. We strive to provide top quality services, yet be as competitive as possible.

Summitt Forests Inc.
Mechanical Treatments 2010-2015

Amount	Location	State	Forest	C.O./ Rep	Phone	Qty	Pay%	Type	Self Insp.	Summitt Rep.	Percent Complete
2015											
\$49,416.00	Portola	CA	Plumas NF	Brandon Hostetter	(530)836-7131	108 ac.	100%	Thin/HP/GP	No	D.Verduco,H.Rangel	Complete
\$20,896.30	Hayfork	CA	Shasta Trinity NF	Leslie Warta	(530)628-1259	83 ac.	100%	Thin/L&S/Mast.	No	David Verduco	Complete
\$104,538.00	Lake City	CO	Gunnison NF	Drew Stroberg	(970)642-4445	20 ac.	100%	Hazard Tree Removal	No	Bacilio Blanco	Complete
\$142,205.00	Walden	CO	CSFS	Ryan McNertney	(970)887-3121	50 ac.		Hazard Tree Removal	No	Mario Cortes	90%
\$76,031.15	Pocatello	ID	Private	Brent Hoffner	(208)852-0215	110 ac.	100%	Cut/Mech Pile	No	Jose Blanco	Complete
\$50,720.00	Carson City	NV	Great basin Inst.	Kevin Dose	(775)674-5482	80 ac.		Thin/Pile/removal	No	Hugo Rangel	85%
\$150,345.00	Bonanza	UT	State of UT	Tory Mathis	(435)790-1715	122 ac.		Cut/chem/chip/pile	No	Cortes,Hernz,Salazar	80%
\$154,380.00	Springdale	UT	State of UT	Danon Hulet	(435)586-4408	301 ac	100%	Cut/chem/chip/pile	No	Luis Cortes	Complete
\$149,778.00	Ouray	UT	State of UT	Tory Mathis	(435)790-1715	193 ac.	100%	Cut/chem/chip/pile	No	Cortes,Hernz,Salazar	Complete
\$76,031.15	Pocatello	ID	Meadowlark Ranch	Brent Hoffner	(208)852-0215	110 ac.	100%	Cut/Mech Pile	No	Jose Blanco	Complete
\$49,416.00	Portola	CA	Plumas NF	Brandon Hostetter	(530)836-7131	108 ac.	100%	Thin/HP/GP	No	Verduco, Rangel	Complete
2014											
\$ 340,663.60	Clear Lake	CA	Mendocino NF	Linda Damer	(707)275-1446	361 ac.	100%	Thin/Pile/Masticate	No	M Cortes, H Rangel	Complete
\$ 36,180.00	Mt. Shasta	CA	Sisqiyou Fire safe	Dale Nova	(530)926-2089	60 ac.	100%	Mastication	No	Joel Hernandez	Complete
\$ 28,116.00	Julian	CA	BLM-CA	James Gannon	(760)833-7122	31 ac.	100%	Thin/Pile/Masticate	No	Hernandez, Cortes	Complete
\$ 184,924.00	Crystal Lk	CO	Colorado St. Univ	Diana Selby	(970)491-8839	104 ac.	100%	Thin/pile/chip	No	Ron Schmelzer	Complete
\$ 119,850.00	Longmont	CO	City of Lakemont	Tyler Richter	(303)647-1638	2350 CY	100%	Debris Removal	No	Paulino Blanco	Complete
\$ 127,689.78	Pocatello	ID	Private	Brent Hoffner	(208)852-0215	395 ac.	100%	Thin/Pile/Machine	No	Angel Alcauter	Complete
\$ 97,350.00	Mt. Wilson	NV	State of Nevada	Chris Faehling	(775) 962-5543	75 ac.	100%	Cut/Chip	No	Rangel, Hernandez	Complete
\$ 410,776.00	Dubois	WY	Shoshone NF	Chris Thomas	(307)674-2686	380 ac.	100%	Thin/Pile/Masticate	No	Schmelzer, B Blanco	Complete
\$ 304,373.83	Dubois	WY	Shoshone NF	Chris Thomas	(307)674-2686	247 ac.	100%	Thin/Pile/Masticate	No	Schmelzer, B Blanco	Complete
\$ 195,805.00	Dubois	WY	Shoshone NF	Chris Thomas	(307)674-2686	120 ac.	100%	Thin/Pile/Masticate	No	Schmelzer, B Blanco	Complete
\$ 74,830.00	Dubois	WY	Shoshone NF	Chris Thomas	(307)674-2686	77 ac.	100%	Thin/Pile/Masticate	No	Schmelzer, B Blanco	Complete
\$ 71,965.00	Dubois	WY	Shoshone NF	Chris Thomas	(307)674-2686	37 ac.	100%	Thin/Pile/Masticate	No	Schmelzer, B Blanco	Complete
2013											
\$ 88,672.97	Crescent City	CA	State of California	Lathrop Leonard	(707)465-7383	407 ac.	100%	Thin/Chip	No	David Verduco	Complete
\$ 180,024.00	Crystal Lake	CO	Colorado State Univ.	Diane Shelby	(970)430-1259	105 ac	100%	Fuel Break/Chip	No	Ron Schmelzer	Complete
\$ 482,976.00	Woodland Pk	CO	Colorado State Univ.	Andy Schlosberg	(719)687-2921	288 ac	100%	Remove/Chip/Masticate	No	Ron Schmelzer	Complete
\$ 233,160.00	Raton	NM	Coffax County	Don Day	(575)445-9661	165 ac	100%	Chip/Masticate	No	Ron Schmelzer	Complete
\$ 12,888.00	Dubois	WY	Shoshone	Jason McGaughey	(370)455-4155	12 ac	100%	Removal/Deck	No	Ron Schmelzer	Complete
\$ 46,485.00	Dubois	WY	Shoshone	Jason McGaughey	(370)455-4155	45 ac	100%	Removal/Deck	No	Ron Schmelzer	Complete
\$ 58,926.00	Dubois	WY	Shoshone	Jason McGaughey	(370)455-4155	77 ac	100%	Removal/Deck	No	Ron Schmelzer	Complete
\$ 220,022.00	Dubois	WY	Shoshone	Jason McGaughey	(370)455-4155	209 ac	100%	Removal/Deck	No	Ron Schmelzer	Complete
2012										Summitt Rep.	Summitt Rep.
\$ 590,505.00	Mt. Shasta	CA	Shasta/Trinity NF	Nisha Van Hees	(530)926-9664	1000 ac.	95-100%	Prune/Chip	Yes	E Garcia, H Rangel	Schmelzer, Cortez
\$ 125,765.88	Crescent City	CA	CA-Parks/Rec	Lathrop Leonard	(707)465-7383	895 ac.	100%	Thin/Chip	No	Alvaro Ledesma	Ron Schmelzer
\$ 36,240.00	Blairsdan	CA	Plumas NF	Brandon Hostetter	(530)836-2575	2 Miles	100%	Hazard Tree Removal	No	Leobardo Cortes	Ron Schmelzer
\$ 40,326.00	Miles City	MT	Montana St Univ.	Scott Bochness	(406)208-7657	21 ac.	100%	Cut/M Pile/Spray	No	Cortes, Hernandez	Schmelzer, Salazar
\$ 39,984.00	Los Alamos	NM	Sante Fe NF	Mathew Casaus	(575)289-3264	408 ac.	100%	Hazard Tree	No	David Verduco	Ron Schmelzer
\$ 114,192.00	Eureka	NV	State of Nevada	Ben Bolton	(775)289-1627	234 ac.	100%	Juniper Rem/Mast.	No	Leobardo Cortes	Ron Schmelzer
\$ 79,920.00	Eureka	NV	State of Nevada	Ben Bolton	(775)289-1627	80 ac.	100%	Thin/Masticate	No	Joel Hernandez	Ron Schmelzer
\$ 35,530.00	Elko	NV	Nevada Forestry	Ryan Shane	(775)738-3454	32 ac.	100%	Cut/Chip/Pile	No	Leobardo Cortes	Ron Schmelzer
\$ 23,484.12	Eureka	NV	State of Nevada	Ben Bolton	(775)289-1627	36 ac.	100%	Cut/Mast/Firewood	No	Leobardo Cortes	Luis Cortes
\$ 64,872.00	Vernal	UT	BLM-UT	Hank Barela	(435)781-2741	406 ac.	100%	Thin/Masticate	No	Paulino Cortes	Ron Schmelzer
\$ 205,162.00	Lander	WY	Shoshone/Bighorn	Jason McGaughey	(307)455-4155	200 ac.	100%	Thin/Masticate	No	Leo Cortes P Cortes	Ron Schmelzer
\$ 103,612.00	Lander	WY	Shoshone/Bighorn	Ellen Jungck	(307)455-4164	100 ac.	100%	Removal	No	Ron Schmelzer	
Amount	Location	State	Forest	C.O./ Rep	Phone	Qty	Pay%	Type	Self	Summitt Rep.	Summitt Rep.

Summitt Forests Inc.
Mechanical Treatments 2010-2015

2011											
\$85,435.00	Dubois	WY	Shoshone/Bighorn	Ellen Jungck	(307)455-4164	146 ac.	100%	Thin/Yrd/Pile	Yes	Leobardo Cortes	Joel Hernandez
	Willard	WA	WA DNR	Blake Murphy	(509)493-3218	24 ac.	100%	Thin/Chip/Mast.	No	Leobardo Cortes	Joel Hernandez
\$137,780.00	Eagle	CO	Grand Mesa/Uncom	Eric Rebitzke	(970)328-5892	215ac.	100%	Cut/Remove/Pile	No	Joel Hernandez	Ron schmelzer
\$40,911.00	Underwood	WA	WA-DNR	Blake Murphy	(509)493-3218	20 ac.	100%	Cut/Chip	No	Leobardo Cortez	Ron schmelzer
\$5,400.00	White Salmon	WA		Jason Spadaro	(509)490-5013	4 ac.	100%	Cut/Chip/Masticate	No	Leobardo Cortez	Ron schmelzer
	Lander	WY	Shoshone/Bighorn	Jason McGaughey	(307)455-4155	21 ac.	100%	Cut/Mast.	No	Leobardo Cortes	Ron schmelzer
\$94,950.00	Lander	WY	Shoshone/Bighorn	Ellen Jungck	(307)455-4164	126 ac.	100%	Masticate	No	MIK-MAC Forestry	Leobardo Cortes
\$48,849.57	Medford	OR	City of Medford	Ron Forsyth	(541)774-2602	29700 ft.	100%	Cut/Remove	No	Hector Salazar	
\$112,900.00	Moab	UT	Nature Concervancy	Sue Bellagamba	(435)259-2551	45 ac.	100%	Cut/Spray/Weed Trees	No	Hector Salazar	Leo Cortes
2010											
\$ 158,700.00	Palm Springs	CA	BLM CA	James Gannon	(951) 903-4141	49 ac.	100%	Thin/Chip/Spray	No	Joel Hernandez	David Valle
							100%	Tamarisk		Hector Salazar	Ron Schmelzer
\$ 124,334.00	Palm Springs	CA	BLM CA	James Gannon	(951) 903-4141	86	100%	Thin/Chip/Spray	No	Joel Hernandez	Ron Schmelzer
								Tamarisk		Hector Salazar	
\$ 41,085.00	LA	CA	Angeles	Steve Baer	(818) 899-1900	65 ac.	100%	Thin/Prune/Chip	No	Joel Hernandez	David Valle
\$ 45,780.00	Sheridan	WY	Bighorn	Chris Thomas	(307)674-2686	53 ac.	100%	Thin/Yard/Pile	No	Enrique Garcia	Ron Schmelzer
\$ 33,500.00	Kingman	AZ	Hualapai Mtn Park	Mike Browning	(928) 757-0930	9 ac	100%	Thin/Chip	No	Felipe Ibarra	Ron Schmelzer
\$ 182,949.00	Dayton	NV	BLM	Keith Barker	(775)885-6120	600 ac.	100%	Thin/Masticate	No	Enrique Garcia	Ron Schmelzer
\$ 37,036.00	Fillmore	UT	BLM	Brent Crosland	(435)743-3111	96 ac.	100%	Thin/Removal	No	Joel Hernandez	Ron Schmelzer
\$ 224,060.00	Rangley	CO	BLM	Mary Taylor	(970)878-3807	25 ac.	100%	Cut/Chip/spray	No	Salazar, Schmelzer	Leobardo Cortes
\$ 78,680.00	Caliente	NV	Nevada Forestry	Chris Faehling	(775)962-5543	35 ac.	100%	Cut/Chip/spray	No	Joel Hernandez	Hector Salazar
								Weed Trees		Leobardo Cortes	Ron Schmelzer
\$ 80,247.00	Mackay	ID	Salmon-Challis	Donnie Moore	(208)879-4128	107 ac.	100%	Cut/Pile/Scatter	No	Ibarra, Cortes	Ron Schmelzer
\$ 369,711.00	Ft. Collins	CO	Arap/Roosevelt	Luke Brandy	(970)295-6754	3930 Tree	100%	Thin/Pile/Remove	No	Enrique Garcia	Ron Schmelzer
\$ 29,885.00	Riverside Co	CA	BLM	James Gannon	(951)903-4141	67 ac.	100%	Thin/Chip/Spray/Remove	No	Ron Schmelzer	Hector Salazar

**U.S. Department of the Interior
Bureau of Land Management
CONTRACTOR PERFORMANCE PROFILE**

INTERIM REPORT: (REPORT PERIOD: FROM: 7/24/2015 TO: 7/25/2015)
 FINAL REPORT

1. CONTRACT IDENTIFICATION

CONTRACTOR NAME: Summitt Forests Inc. ADDRESS: 2305 C Ashland St. #432 Ashland, OR, 97520-3777	PROJECT TITLE: South Mountain Fireline Construction, Slashing, Girdling
	PROJECT LOCATION: 6 Miles Northeast of Cliffs, ID, Owyhee County, ID

PROJECT DESCRIPTION: The entire unit is a 196 acre burn unit broken into three elements:
 12, 340 feet Fireline construction – 20 ft. clearing of trees/brush
 22 acres Slashing – 80 foot buffer next to fireline of 100% cut and leave juniper trees
 169 acres Slashing and Gridling – Slash 25% trees between 4 and 8 inches, Girdle 3 inches deep 30% of trees over 8 inches DBH.

CONTRACT NUMBER: L15PX00948	AWARD DATE: 7/16/2015 CONTRACT DUE DATE: 8/10/2015 ACTUAL COMPLETION DATE: 7/25/2015
SOLICITATION METHOD: <input checked="" type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED	CONTRACT AWARD AMOUNT: \$33, 657.60 CUMULATIVE TOTAL TO DATE: Same FINAL CONTRACT AMOUNT: Same
TYPE OF CONTRACT: <input checked="" type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER:	

II. PERFORMANCE EVALUATION Enter a numeric rating for each category below: 1=Poor; 2=Fair; 3=Good; 4=Excellent; 5=Outstanding. Detailed comments are required for each rating assigned. See scoring matrix attached.

CATEGORY	RATING
A. QUALITY/TECHNICAL PERFORMANCE: Summitts performance was superior. Their attention to detail with regard to the specifications in the Statement of Work was exceptional. There were a few stumps in the fireline portion of the specs that needed to be flush cut with the ground, but overall their work exceeded the 95% compliance with the specifications.	5
B. CONTRACT MANAGEMENT: This was very easy since Summitt was already working in the area on another project with quite similar specifications. The Boise BLM fuels program is new to using the Girdling line item as of 2014 and Summitt has performed several contracts for us with that specification. It has taken some fine tuning on the BLM's part, but Summitt has been flexible and met our needs and understands very well the end product we are looking for on these contracts. Contract management was also a breeze because there was a generous 21 days allotted for contract performance and Summitt, though they started 4 days later than the planned start date, completed the work to 100% satisfaction in two days.	5
C. TIMELINESS: As stated above, Alvaro's crew's efficiency, attention to detail, and work ethic are unparalleled. Having contractors who complete work in less time that what is allotted saves the Government time and money not having to send a COR/PI to the field to check on the contractor's progress. Summitt truly is the best value for the Government.	5

D. COST CONTROL (IF APPLICABLE): Their bid did come in slightly higher than the Government estimate, but more than half as much as the next closest bid. As stated above, with finishing in only two days, that saves the Government time and money.	4
TOTAL SCORE (SUM OF SCORES FROM EACH CATEGORY):	19
E. WOULD YOU SELECT THIS FIRM AGAIN? [X] Yes [] No PLEASE EXPLAIN: See above evaluation comment.	

1

III. EVALUATOR	
NAME: Courtney Wyatt	OFFICE: Boise BLM Fuels
TITLE: COR/Fuels Technician	TELEPHONE NO: 208-384-3467
SIGNATURE: \s\ Courtney Wyatt	E-MAIL ADDRESS: cwyatt@blm.gov
DATE: 7/27/2015	

IV. CONTRACTOR REVIEW (TO BE COMPLETED BY THE CONTRACTOR)	
CONTRACTOR NAME: ADDRESS:	PHONE NO: FAX NO: E-MAIL ADDRESS:
<input checked="" type="checkbox"/> I AGREE WITH THE ASSIGNED RATING <input type="checkbox"/> I DISAGREE WITH THE RATING ASSIGNED (PROVIDE EXPLANATION BELOW):	
SIGNATURE: DATE:	

V. FINAL AGENCY RATING AND REVIEW (TO BE COMPLETED BY THE CONTRACTING OFFICER)			
FINAL RATING			
QUALITY AND TECHNICAL PERFORMANCE	CONTRACT MANAGEMENT	TIMELINESS	COST CONTROL
MEAN SCORE (SUM OF SCORES DIVIDED BY NUMBER OF CATEGORIES EVALUATED)			
CONTRACTING OFFICER NAME:		PHONE NO:	
SIGNATURE:		FAX NO:	
DATE:		E-MAIL ADDRESS:	
AGENCY OFFICIAL REVIEW: (AN AGENCY OFFICIAL ONE LEVEL ABOVE THE CONTRACTING OFFICER MUST COMPLETE THIS SECTION IF THE CONDITIONS IN FAR 42.1503 APPLY)			

U.S. Department of the Interior
Bureau of Land Management
CONTRACTOR PERFORMANCE PROFILE

INTERIM REPORT: (REPORT PERIOD: FROM: _____ TO: _____)

FINAL REPORT 7/24/2014

I. CONTRACT IDENTIFICATION

CONTRACTOR NAME: Summitt Forest Inc ADDRESS: 2305- Ashland Street #435 Ashland, OR 97520	PROJECT TITLE: Pole Creek Unit #1, Unit #2 Slash and Girdle
	PROJECT LOCATION: Juniper Mountain, Boise District BLM
PROJECT DESCRIPTION: Pole Creek Unit #1 was a slash and girdle unit in preparation for prescribed fire. Contractor cut less than %25 of 4-8in juniper trees and girdled less than 30% of 8-24 in juniper trees. Pole Creek Unit #2 was a slashing unit cutting all juniper except for old growth.	

CONTRACT NUMBER: L14XPX00980	AWARD DATE: CONTRACT DUE DATE: 9/28/2014 ACTUAL COMPLETION DATE: 7/23/2014
SOLICITATION METHOD: <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATED	CONTRACT AWARD AMOUNT: \$115,527.00 CUMULATIVE TOTAL TO DATE: \$115,527.00 FINAL CONTRACT AMOUNT: \$115,527.00
TYPE OF CONTRACT: <input checked="" type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER:	

II. PERFORMANCE EVALUATION Enter a numeric rating for each category below: 1=Poor; 2=Fair; 3=Good; 4=Excellent; 5=Outstanding. Detailed comments are required for each rating assigned. See scoring matrix attached.

CATEGORY	RATING
A. QUALITY/TECHNICAL PERFORMANCE: Contract foreman and all 12 members of the cutting crew performed outstanding. Foreman was open to corrections to quality and crewmembers would fix any deficiencies once informed by the foreman. I thought that the product that we got was excellent and required very little oversight on the part of the COTR and the PI.	5
B. CONTRACT MANAGEMENT: Contract management went great. The contract foreman would notify me whenever he had any questions and when he was ready for inspection. Contractor was always on time even with the long travel time in and out of the unit.	5
C. TIMELINESS: Contractor finished in 13 days on a project that had an allowable time of 80 days. Crew members can move very fast so you have to make sure you are clear on what you want cut and what you don't. Once you tell them that they are good to start you better be prepared for trees to hit the ground fast.	5
D. COST CONTROL (IF APPLICABLE): N/A	
TOTAL SCORE (SUM OF SCORES FROM EACH CATEGORY):	15

E. WOULD YOU SELECT THIS FIRM AGAIN? [X] Yes [] No

PLEASE EXPLAIN: This firm provided the Boise BLM with an excellent crew of experienced sawyers in the juniper fuel type. The crew along with a very knowledgeable foreman executed the contract to near perfection and way ahead of schedule. The contractor did not camp out even with the very long drive time which I think helped them get more out of the employees. I would highly recommend this specific crew for juniper work especially if it is a girdling unit in preparation for a prescribed burn.

I

III. EVALUATOR

NAME: Ben Sitz

OFFICE: Boise BLM

TITLE: Fuels Specialist (COTR)

TELEPHONE NO: 208-384-3387

SIGNATURE: /s/ Benjamin Sitz

E-MAIL ADDRESS: bsitz@blm.gov

DATE: 7/24/2014

IV. CONTRACTOR REVIEW (TO BE COMPLETED BY THE CONTRACTOR)

CONTRACTOR NAME:
ADDRESS:

PHONE NO:
FAX NO:

E-MAIL ADDRESS:

[] I AGREE WITH THE ASSIGNED RATING

[] I DISAGREE WITH THE RATING ASSIGNED (PROVIDE EXPLANATION BELOW):

SIGNATURE: s:// Ben Sitz

DATE:

V. FINAL AGENCY RATING AND REVIEW (TO BE COMPLETED BY THE CONTRACTING OFFICER)

FINAL RATING

QUALITY AND TECHNICAL PERFORMANCE	CONTRACT MANAGEMENT	TIMELINESS	COST CONTROL

MEAN SCORE (SUM OF SCORES DIVIDED BY NUMBER OF CATEGORIES EVALUATED)

CONTRACTING OFFICER NAME:

PHONE NO:

SIGNATURE:

FAX NO:

DATE:

E-MAIL ADDRESS:

AGENCY OFFICIAL REVIEW: (AN AGENCY OFFICIAL ONE LEVEL ABOVE THE CONTRACTING OFFICER MUST COMPLETE THIS SECTION IF THE CONDITIONS IN FAR 42.1503 APPLY)

AGENCY OFFICIAL NAME:

PHONE NO:

TITLE:

FAX NO:

SIGNATURE:

CONTRACTOR PERFORMANCE REPORT

Final Report (check one)	<input checked="" type="checkbox"/>	Interim Report	
Reporting Period	From: 10/01/2014	To: 10/15/2014	
Contracting Office (ICD, Location)	Mariposa County Fire Safe Council PO Box 1182 Mariposa, Ca. 95338		
Contract Number	YOS 0097	Task No.	1
Contractor Name	Summit Forests Inc.		
Address	5065 S Pacific Hwy Phoenix, OR 97535		
Contract Award Date	10/14/2014		
Contract Expiration Date	10/31/2014		
TIN	XXXXXXXXXX		
SIC	XXXX		
Contract Value	\$99,500		
Type of Contract	Service		
Description of Requirement (Title)	Hunters Valley Access Road Fuels Reduction Project (Fire Prevention)		

RATINGS

Summarize contractor performance and *circle* the number which corresponds to the rating for each rating category. (See attached Rating Guidelines) At this time comments are limited to 2000 characters.

Quality of Product or Service	Rating (1 2 3 4 5)
Comments: Crew was very thorough and did an excellent job piling. They adapted to changes in contract very easily and managed to complete the job well under the deadline date.	5
Cost Control	Rating (1 2 3 4 5)
Comments: There were no cost overruns on this project.	5
Timeliness of Performance	Rating (1 2 3 4 5)
Comments: They completed the 50 acres in two and a half days, roughly 12 days faster than anticipated.	5

Business Relations	Rating (1 2 3 4 5)
Comments: They were quite easy to deal with, the Foreman went out of his way to accommodate BLM and our expectations.	5

SUBCONTRACTS

Are Subcontracts Involved? (Check one)	YES	x	NO
Comments:			

KEY PERSONNEL

Project Manager/ Principal Investigator (Name)	Patrick Tierney
Comments: This crew went through with incredible speed, completing @ 50 acres in two and half days. The work met or exceeded the contract specifications. They were easy to deal with. Highly recommend them to anyone needing this type of work.	
Key Person (Name)	
Comments:	
Key Person (Name)	
Comments:	

CUSTOMER SATISFACTION

Is/was the contractor committed to customer satisfaction?	x	YES	NO	
If this is the Final Report, would you recommend selection of this firm again?	x	YES	NO	N/A
Comments: Summitt Forests did an exemplary job and by far exceeded the expectations of the Mariposa County Fire Safe Council and the fire agencies. The communication between Barry Ledbetter and the Fire Safe Council staff, was appreciated and made things run very smooth. Great work and the Fire Safe Council looks forward to collaborating on fuels reduction projects in the future.				

PROJECT OFFICER SIGNATURE

Project Officer	Patrick Tierney		
Signature	/s/ Patrick Tierney	Date	10/31/2014
Phone	209-966-3253		
Fax			
Internet Address	ptierney@irishabroad.com		

CONTRACTING OFFICER CONCURRENCE

Contracting Officer Concurrence	Initial	Date
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CONTRACTOR'S REPRESENTATIVE

Contractor's Representative	Bacillio Blanco
Phone	(541) 535-8920
Fax	
Internet Address	http://www.summittforests.com

SUMMARY RATINGS

Quality		Cost Control	
Timeliness of Performance			
Business Relations			

CONTRACTING OFFICER SIGNATURE

Contracting Officer	Megan Atkinson		
Signature	/s/ Megan Atkinson	Date	11/19/14
Phone	209-966-7700		
Fax	None		
Internet Address	matkinson_mcfsc@live.com www.mariposafiresafe.net		

CONTRACTOR'S REVIEW

Were comments, rebuttal, or additional information provided?*			
	<input type="checkbox"/>	YES	x <input type="checkbox"/>
			NO
*If yes, they are on file in	Location	Phone	
Attached (check if attached)			

5/29/2015

Brenda A. Patton
ENCHANTED FOREST FARM
231 SE H Street
Grants Pass, OR 97526

David Cyphers
SUMMIT FORESTRY

Dear David,

Just a note to tell how pleased we are with the job your crew did on our property last week. You and the crew were a pleasure to work with and very professional. I was amazed at how quickly the crew was able to complete the job. They were very hard workers and worked well as a team. My congratulations to the crew boss* for his leadership skills.

When Joe Pryts, the Oregon Forester who inspected the job, had high praises for the quality of the work. In Fact, he said it was one of the best jobs he inspected this year.

I have learned that there will be another grant this coming fall and you can be sure that I will be calling on you again.

Sincerely,

Brenda A. Patton
Owner
ENCHANTED FOREST FARM

* Crew Boss = Alvaro Ledesma

SOURCE SELECTION SENSITIVE WHEN COMPLETED
 NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS

PAST PERFORMANCE QUESTIONNAIRE

US Department of Agriculture, US Forest Service, Region 3 - Western Zone Contracting is considering the firm listed below. Your comments would be appreciated regarding this firm's past performance.

CONTRACT INFORMATION (Evaluated Contractor to complete this section)

Name and Address of Firm Being Evaluated

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920

Work Performed as Prime Contractor Subcontractor

Percent of Project Work Performed 100%

Description of the Work Performed: Thin/lope & scatter on approx. 3900 ac. in 2014
760 ac. to date in 2015

Contract No. #1995

Type of Contract open Bill

Project Title Sold Field Reclamation

Date of Award 7/3/14

Completion Date In progress (90% complete)

Location Ely, NV

Initial Amount 394,677

Final Amount In Progress (90% complete)

CLIENT INFORMATION (Client to complete this section)

Name of Evaluator STEVE FORCE

Company/Agency Name Nevada Department of Wildlife

Address 60 Youth Center Road, Elko, NV 89801

Phone Number 775 777 2306

Email Address stforce@ndow.org

Position Held or Function in Relation to Project Regional Habitat Supervisor

Signature Steve Force

Date 4/22/15

RATINGS If the rating is "Unacceptable" please provide additional information in the Remarks section of this

"E"	Excellent	Performance greatly exceeded the contract requirements
VG	Very Good	Performance exceeded the contract requirements
"S"	Satisfactory	Performance met the contract requirements
"M"	Marginal	Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory
"U"	Unsatisfactory	Performance was poor and/or did not satisfy contract requirements
"N/A"	Not Applicable	

Please circle the appropriate rating and provide any supporting information for the following:

1. QUALITY:

a)	Level of quality of workmanship or performance related to this project	E	VG	S	M	U
b)	Adequacy/effectiveness of quality control	E	VG	S	M	U
c)	Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U

Contractor being evaluated: SUMMIT FORESTS INC.
Client: Steve Fore

2. SCHEDULE/TIMELINESS OF PERFORMANCE							
a)	Timeliness of submittals, reports, and other documents	E	VG	S	M	U	N/A
b)	Compliance with work progress schedule	E	VG	S	M	U	N/A
c)	Ability to complete work within contract time allowed	E	VG	S	M	U	
3. CUSTOMER SATISFACTION							
a)	To what extent were the end users satisfied with the project	E	VG	S	M	U	
b)	Contractor was reasonable and cooperative in dealing with your staff including the ability to successfully resolve disagreements/disputes	E	VG	S	M	U	
c)	To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer	E	VG	S	M	U	
d)	Responsiveness to customer's requirements and concerns	E	VG	S	M	U	
e)	Overall customer satisfaction	E	VG	S	M	U	
4. MANAGEMENT/PERSONNEL/LABOR							
a)	Effectiveness of on-site management, including management of suppliers, subcontractors and labor force	E	VG	S	M	U	N/A
b)	Ability to hire and retain a qualified workforce to this effort	E	VG	S	M	U	N/A
c)	Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	
d)	Effectiveness of overall management	E	VG	S	M	U	
5. COST/FINANCIAL MANAGEMENT							
a)	Ability to meet terms and conditions within the contractually agreed price	E	VG	S	M	U	
b)	Has there been any indication that the contractor has had any financial problems? (if Yes, explain below)	Yes		No			
6. SAFETY							
a)	To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan and respond to safety issues	E	VG	S	M	U	
7. GENERAL							
a)	Ability to successfully respond to emergency and/or surge situations (including notifying COF, FM, or Contracting Office in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N/A
b)	Compliance with contractual terms/conditions	E	VG	S	M	U	
c)	Would you hire or work with this firm again? (if No, explain below)	Yes		No			
d)	Was this contract partially or completely terminated for default or convenience or are there any pending terminations (if Yes, explain below)	Yes		No			
e)	In summary, provide an overall rating for this contractor	E	VG	S	M	U	

REMARKS:

End of this due diligence report is provided as a courtesy. Non-audited by USDA Forest Service, no later than April 29, 2015.

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)	NONSYSTEMS
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1. Name/Address of Contractor (Division):

Company Name: SUMMITT FORESTS INC
Division Name:
Street Address: 1257 SISKIYOU BLVD
City, State, Zip Code: ASHLAND OR 97520
Province/Country: US
CAGE Code: DUNS+4 Number: 608261764
PSC: F018 NAICS Code: 115310

2. Report Type:

Interim Final Report Addendum

3. Period of Performance Being Assessed: 09/20/2012 - 09/20/2013

4a. Contract Number: AG82B1C100344 AG82X9D110194 **4b. Business Sector & Sub-Sector:**
Facilities Services

5. Contracting Office: BLACK HILLS NATIONAL FOREST

6. Location of Contract Performance:

Shoshone National Forest Wind River Ranger District

7a. Contracting Officer: BRENDA ANDERSON

7b. Phone Number: 6056739323

8a. Contract Award Date: 09/19/2011 **8b. Contract Effective Date:** 09/20/2014 **9. Contract Completion Date:** 09/20/2014

11. Awarded Dollar Value: \$195,430 **12. Current Contract Dollar Value:** \$195,430

13. Competitive Non-Competitive

14. Contract Type: FFP FPI FPR CFFF CPIF CPAF OTHER
MIXED/OTHER:

15. Key Subcontractors and Effort Performed:

CAGE:
CAGE:
CAGE:

16. Program Title:

Task Order for Fuels Reduction

17. Contract Effort Description:

Masticating/chipping fallen woody material and creating fuel break construction for Upper Wind Units FT15 E, FT15 W, F1B, FT20

Small Business Utilization

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

18. Evaluate the following Areas:	Past Rating	Rating	Trend
a. Quality of Product or Service	N/A	Satisfactory	N/A
b. Schedule	N/A	Marginal	N/A

42.1503

c. Cost Control	N/A	N/A	N/A
d. Business Relations	N/A	Satisfactory	N/A
e. Management of Key Personnel	Satisfactory	Satisfactory	N/A
f. Utilization of Small Business	N/A	N/A	N/A

g. Other Areas:

- (1): N/A
- (2): N/A
- (3): N/A
- (4): N/A
- (5): N/A
- (6): N/A
- (7): N/A
- (8): N/A

19. N/A

20. Assessing Official Narrative:

(i.e., PMS, PMA, or Equivalent Individual) Responsible for Program, Project, or Task/Job Order Execution

QUALITY OF PRODUCT OR SERVICE: Subcontractor met the needs of the forest with little guidance. He was able to fell the trees desired with minimal damage to the residual trees.

SCHEDULE: The contractor had issues with meeting the schedule due to lack of equipment on site. The operation was to be done in three phases (cutting, masticating, and handwork). The cutting and mastication were to be done simultaneously but that never developed due to mechanical problems with the masticator. Contractor will need to review progress schedule to ensure they meet timeline.

BUSINESS RELATIONS: Contractor's representatives worked well with government administration staff and have been responsive to issues and concerns. All negotiations and interactions with the Contractor have been professional and responsive. Some work units were adjacent to private lands and the crew respected the private land walking in on Forest Service land even when given permission to cross the private. Contractor's office staff is supportive and responsive to requests and processing paperwork. A good business relationship is established between our offices.

MANAGEMENT OF KEY PERSONNEL: Contractor identified on-site representatives after pre-work meetings that have been responsive to the Forest Service administration staff, and adjacent landowners.

RECOMMENDATION: Given what I know today about the Contractor's ability to execute what they promised in their proposal, I probably would award to them today given that I had a choice.

21. Name and Title of Assessing Official

Name: BRENDA ANDERSON
Title: CONTRACT SPECIALIST Organization: USDA FOREST SERVICE
Phone Number: 6056739323 Fax Number: 6056739286
Email Address: bjanderson@fs.fed.us Date: 01/03/2014

22. Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this assessment.

23. Name and Title of Contractor Representative

Name: SCOTT NELSON
Title: PRESIDENT
Phone Number: 541-535-8920 Fax Number: 541-535-9970
Email Address: summittforests@gmail.com Date: 01/15/2014

24. Review by Reviewing Official:

Review by Reviewing Official not required.

25. Name and Title of Reviewing Official

Name:
Title: Organization:
Phone Number: Fax Number:
Email Address: Date:

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NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS

PAST PERFORMANCE QUESTIONNAIRE

US Department of Agriculture - US Forest Service - Region 3 - Western Zone Contracting is considering the firm listed below. Your comments would be appreciated regarding this firm's past performance.

CONTRACT INFORMATION (Evaluated Contractor to complete this section)

Name and Address of Firm Being Evaluated

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920

Work Performed as Prime Contractor Subcontractor

Percent of Project Work Performed 100%

Description of the Work Performed Thin & Handpile 327 ac.

Contract No. DEMA13046807 Type of Contract open Bid

Project Title Tornado Damage

Date of Award 7/22/13 Completion Date 8/12/13

Location Camp Navajo, Bellemont, AZ

Initial Amount 72,488 Final Amount 72,488

CLIENT INFORMATION (Client to complete this section)

Name of Evaluator John Hockersmith / Bruce Buttrey (for)

Company/Agency Name AZDEMA, CAMP NAVAJO

Address 1 Hughes Ave, Bellemont, AZ 86123

Phone Number 602-717-3370

Email Address bruce.buttrey@finc.azdema.gov

Position Held or Function in Relation to Project co worker to COR; Observer of project

Signature Bruce A Buttrey Date 22 April 2015

RATINGS If the rating is "Unacceptable" please provide additional information in the Remarks section of this

"E"	Excellent	Performance greatly exceeded the contract requirements
"VG"	Very Good	Performance exceeded the contract requirements
"S"	Satisfactory	Performance met the contract requirements
"M"	Marginal	Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory
"U"	Unsatisfactory	Performance was poor and/or did not satisfy contract requirements
"N/A"	Not Applicable	

Please circle the appropriate rating and provide any supporting information for the following

1. QUALITY:

a)	Level of quality of workmanship or performance related to this project	E	VG	S	M	U
b)	Adequacy/effectiveness of quality control	E	VG	S	M	U
c)	Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U

NO KNOWLEDGE OF ANY PROBLEMS

Contractor being evaluated SUMMIT FORESTS, INC.
Client John HUCKERSMITH

2. SCHEDULE/TIMELINESS OF PERFORMANCE							
a)	Timeliness of submittals, reports, and other documents	E	VG	S	M	U	(N/A)
b)	Compliance with work progress schedule	(E)	VG	S	M	U	N/A
c)	Ability to complete work within contract time allowed	(E)	VG	S	M	U	
3. CUSTOMER SATISFACTION							
a)	To what extent were the end users satisfied with the project	E	(VG)	S	M	U	
b)	Contractor was reasonable and cooperative in dealing with your staff including the ability to successfully resolve disagreements/disputes	E	VG	S	M	U	NO KNOWLEDGE OF...
c)	To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer	E	(VG)	S	M	U	
d)	Responsiveness to customer's requirements and concerns	E	VG	S	M	U	?
e)	Overall customer satisfaction	E	(VG)	S	M	U	
4. MANAGEMENT/PERSONNEL/LABOR							
a)	Effectiveness of on-site management, including management of suppliers, subcontractors and labor force	E	(VG)	S	M	U	N/A
b)	Ability to hire and retain a qualified workforce to this effort	E	(VG)	S	M	U	N/A
c)	Knowledge/expertise demonstrated by contractor personnel	E	(VG)	S	M	U	
d)	Effectiveness of overall management	E	(VG)	S	M	U	
5. COST/FINANCIAL MANAGEMENT							
a)	Ability to meet terms and conditions within the contractually agreed price	E	(VG)	S	M	U	
b)	Has there been any indication that the contractor has had any financial problems? (if Yes, explain below)	Yes					(No)
6. SAFETY							
a)	To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan and respond to safety issues	E	(VG)	S	M	U	
7. GENERAL							
a)	Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	(N/A)
b)	Compliance with contractual terms/clauses	E	(VG)	S	M	U	
c)	Would you hire or work with this firm again? (if No, explain below)	(Yes)					No
d)	Was this contract partially or completely terminated for default or convenience or are there any pending terminations (if Yes, explain below)	Yes					(No)
e)	In summary, provide an overall rating for this contractor	E	(VG)	S	M	U	

REMARKS: JOHN HUCKERSMITH WAB COR. I, BRUCE BUTTNEY, OBSERVED THE CONTRACT & RESULTS. JOHN DID NOT MENTION ANY DEFICIENCIES, AND WAS VERY PLEASED WITH QUALITY & TIMELINESS. RESULTS ON THE GROUND LOOK GREAT.
B. Buttney

Email this questionnaire to nhoward@fs.fed.us. Norma Howard, USDA Forest Service, no later than April 29, 2015.

SOURCE SELECTION SENSITIVE WHEN COMPLETED
NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS

PAST PERFORMANCE QUESTIONNAIRE

US Department of Agriculture, US Forest Service, Region 3 - Western Zone Contracting is considering the firm listed below. Your comments would be appreciated regarding this firm's past performance.

CONTRACT INFORMATION (Evaluated Contractor to complete this section)

Name and Address of Firm Being Evaluated

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920

Work Performed as Prime Contractor Subcontractor
Percent of Project Work Performed 100%
Description of the Work Performed Thin & Handpile 257 Ac.

Contract No. DEMA13046764 Type of Contract open bid
Project Title Camp Navajo #14
Date of Award 4/23/13 Completion Date 8/3/13
Location Camp Navajo, Bellemont, AZ
Initial Amount \$61,771 Final Amount \$61,771

CLIENT INFORMATION (Client to complete this section)

Name of Evaluator Bruce Buttrey
Company/Agency Name AZDEMA, CAMP NAVAJO
Address 1 Hughes Ave., Bellemont, AZ 86123
Phone Number 602 717 3370
Email Address bruce.buttrey@fmc.azdema.gov
Position Held or Function in Relation to Project FORESTER; CER
Signature Bruce Buttrey Date 22 April 2015

RATINGS If the rating is "Unacceptable", please provide additional information in the Remarks section of this

"E"	Excellent	Performance greatly exceeded the contract requirements
"VG"	Very Good	Performance exceeded the contract requirements
"S"	Satisfactory	Performance met the contract requirements
"M"	Marginal	Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory
"U"	Unsatisfactory	Performance was poor and/or did not satisfy contract requirements
"N/A"	Not Applicable	

Please circle the appropriate rating and provide any supporting information for the following

1. QUALITY:

a)	Level of quality of workmanship or performance related to this project	E	<u>VG</u>	S	M	U
b)	Adequacy/effectiveness of quality control	<u>E</u>	VG	S	M	U
c)	Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<u>E</u>	VG	S	M	U

Contractor being evaluated: SUMMIT FORESTS INC.

Client: _____

2. SCHEDULE/TIMELINESS OF PERFORMANCE							
a)	Timeliness of submittals, reports, and other documents	E	VG	S	M	U	N/A
b)	Compliance with work progress schedule	E	VG	S	M	U	N/A
c)	Ability to complete work within contract time allowed	E	VG	S	M	U	
3. CUSTOMER SATISFACTION							
a)	To what extent were the end users satisfied with the project?	E	VG	S	M	U	
b)	Contractor was reasonable and cooperative in dealing with your staff including the ability to successfully resolve disagreements/disputes	E	VG	S	M	U	
c)	To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	
d)	Responsiveness to customer's requirements and concerns	E	VG	S	M	U	
e)	Overall customer satisfaction	E	VG	S	M	U	
4. MANAGEMENT/PERSONNEL/LABOR							
a)	Effectiveness of on-site management, including management of suppliers, subcontractors and labor force	E	VG	S	M	U	N/A
b)	Ability to hire and retain a qualified workforce to this effort	E	VG	S	M	U	N/A
c)	Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	
d)	Effectiveness of overall management	E	VG	S	M	U	
5. COST/FINANCIAL MANAGEMENT							
a)	Ability to meet terms and conditions within the contractually agreed price	E	VG	S	M	U	
b)	Has there been any indication that the contractor has had any financial problems? (If Yes, explain below)	Yes					No
6. SAFETY							
a)	To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan and respond to safety issues?	E	VG	S	M	U	
7. GENERAL							
a)	Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N/A
b)	Compliance with contractual terms/clauses	E	VG	S	M	U	
c)	Would you hire or work with this firm again? (If No, explain below)	Yes					No
d)	Was this contract partially or completely terminated for default or convenience or are there any pending terminations (If Yes, explain below)	Yes					No
e)	In summary, provide an overall rating for this contractor	E	VG	S	M	U	

REMARKS: Excellent crew & supervisor.
One instance where slash piles were not compact but the deficiency was corrected immediately.

Email this questionnaire to: nhoward@fs.fed.us - Norma Howard, USDA Forest Service, no later than April 29, 2015

SOURCE SELECTION SENSITIVE WHEN COMPLETED
NOT TO BE RELEASED OUTSIDE GOVERNMENT CHANNELS

PAST PERFORMANCE QUESTIONNAIRE

US Department of Agriculture, US Forest Service, Region 3 - Western Zone Contracting is considering the firm listed below. Your comments would be appreciated regarding this firm's past performance.

CONTRACT INFORMATION (Evaluated Contractor to complete this section)

Name and Address of Firm Being Evaluated

SUMMITT FORESTS, INC.
2305 ASHLAND ST STE C PMB 432
ASHLAND, OR 97520
(541) 535-8920

Work Performed as Prime Contractor Subcontractor

Percent of Project Work Performed 100%

Description of the Work Performed Thin/Lop Scatter/pile

L14 PD00424 15,477/15,477 Award 5/13/14 completed 6/16/14 (345 ac. Thin/Lop Scatter)
L14 PD00582 186,556/186,556 Award 6/17/14 completed 7/20/14 (2172 ac Thin/Lop Scatter)
L13 PD00026 145,662/145,662 Award 12/24/13 completed 6/14/14 (2800 ac Thin/Lop Scatter)

Herford
J. Austin
Pine Co.

Contract No.: numerous task orders Type of Contract IDIQ
Project Title see above
Date of Award see above Completion Date see above
Location VALE DIST. BLM-OR
Initial Amount see above Final Amount see above

CLIENT INFORMATION (Client to complete this section)

Name of Evaluator: JASON SIMMONS

Company/Agency Name VALE DISTRICT BLM

Address 100 OREGON ST. VALE OR 97918

Phone Number 541-473-6334

Email Address JSIMMONS@BLM.GOV

Position Held or Function in Relation to Project: Project Lead & COR

Signature [Signature] Date 4/22/15

RATINGS: If the rating is "Unacceptable", please provide additional information in the Remarks section of this

"E"	Excellent	Performance greatly exceeded the contract requirements
VG	Very Good	Performance exceeded the contract requirements
"S"	Satisfactory	Performance met the contract requirements
"M"	Marginal	Performance met the minimum contract requirements but some material aspects of the contractor's performance were less than satisfactory.
"U"	Unsatisfactory	Performance was poor and/or did not satisfy contract requirements
"N/A"	Not Applicable	

Please circle the appropriate rating and provide any supporting information for the following:

1. QUALITY:

a)	Level of quality of workmanship or performance related to this project	E	VG	S	M	U
b)	Adequacy/effectiveness of quality control	E	VG	S	M	U
c)	Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U

Contractor being evaluated: SUMMIT FORESTS INC.
JASON SEWARD

2. SCHEDULE/TIMELINESS OF PERFORMANCE	
a) Timeliness of submittals, reports, and other documents	E VG S M U N/A
b) Compliance with work progress schedule	E VG S M U N/A
c) Ability to complete work within contract time allowed	E VG S M U
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project	E VG S M U
b) Contractor was reasonable and cooperative in dealing with your staff including the ability to successfully resolve disagreements/disputes	E VG S M U
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer	F VG S M U
d) Responsiveness to customer's requirements and concerns	E VG S M U
e) Overall customer satisfaction	E VG S M U
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of suppliers, subcontractors and labor force	E VG S M U N/A
b) Ability to hire and retain a qualified workforce to this effort	E VG S M U N/A
c) Knowledge/expertise demonstrated by contractor personnel	E VG S M U
d) Effectiveness of overall management	E VG S M U
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet terms and conditions within the contractually agreed price	E VG S M U
b) Has there been any indication that the contractor has had any financial problems? (if Yes, explain below)	Yes No
6. SAFETY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan and respond to safety issues	E VG S M U
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM, or Contracting Officer in a timely manner regarding urgent contractual issues)	E VG S M U N/A
b) Compliance with contractual terms/conditions	E VG S M U
c) Would you hire or work with this firm again? (if No, explain below)	Yes No
d) Was this contract partially or completely terminated for default or convenience or are there any pending terminations (if Yes, explain below)	Yes No
e) In summary, provide an overall rating for this contractor	E VG S M U

REMARKS:

Summit has done a very good job for the Vale District. I have really had no issues with their performance, or management of personnel, or timeliness of completion of work. If you have any questions please give me a call.

Email this questionnaire to nhoward@fs.fed.us Norma Howard, USDA Forest Service, no later than April 29, 2015

National Institutes of Health
 Contractor Performance Report
 Standard Evaluation

Contract Data

Evaluation Type: Interim <input type="checkbox"/> Final <input checked="" type="checkbox"/> (check one)		
Evaluating Organization: <u>TOMASKET</u>	Reporting Period: From <u>8/12/13</u> to <u>08/24/13</u>	
Contracting Office: <u>MT, BAKER</u>	Contract Number: <u>AG-0566-</u> <u>C-13-0017</u>	Order Number:
Contractor Name: <u>SUMMITT FORESTS</u>	Contractor Address: <u>1257 SILSKIVOO</u> <u>BLVD, PMB 218</u>	
DUNS:	City: <u>ASHLAND</u>	State: <u>ORE.</u>
Additional or Alternate Contractor Name:	Zip/Postal Code: <u>97520</u>	Country: <u>USA</u>
TIN: 275243	Industrial Code (NAICS): <u>115310</u>	Commodity Code: _____
		Contract Type: <u>LISC</u>
Contract Award Date: <u>07/22</u> <u>13</u>	Contract Expiration Date: <u>09/30/13</u>	Contract Value: <u>81,878,00</u>
Requirement Description:		

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Quality of Product or Service (2000 characters maximum):

EXPERIENCED FOREMAN (CREW)

Cost Control (Rating and Comments for Cost Control are not required if contract type is Fixed-Price)

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Cost Control (2000 characters maximum):

Timeliness of Performance

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Timeliness of Performance (2000 characters maximum):

WELL AHEAD OF SCHEDULE

Business Relations
0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5⁰Outstanding

Government Comments for Business Relations (2000 characters maximum):

MARLO CORTEZ ALWAYS STROVE TO MEET GOV.'T EXPECTATIONS
Additional Info

Subcontracts

Are subcontracts involved? Yes No (Check one)

Government Comment on subcontracts (2000 characters maximum):

Contractor Key Personnel

Contractor Manager/Principal Investigator (name): SCOTT NELSON

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum):

Contractor Key Person (name): MARLO CORTEZ

Government Comment on Contractor Key Person (2000 characters maximum):

Contractor Key Person (name): ANGEL ALCAZAR

Government Comment on Contractor Key Person (2000 characters maximum):

Small Business Subcontracting Plan

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, reporting and other aspects of the plan? Yes No N/A (Check one)

this is a bundled contract, did the contractor meet the goals and objectives for small business participation?
Yes No N/A (Check one)

Government Comments on Small Business Subcontracting Plan (2000 characters maximum):

Small Disadvantaged Business Goals

Did the contractor make a good faith effort to comply with its subcontracting plan consistent with the goals and objectives, for small disadvantaged business (SDB) participation, monetary targets for SDB participation, and required notifications? Yes No N/A (Check one)

Government Comments on Small Disadvantaged Business Goals (2000 characters maximum):

Customer Satisfaction

Was the contractor committed to customer satisfaction? Yes No (Check one)

Would you recommend the selection of this firm again? Yes No (Check one) - FINAL REPORT ONLY

Government Comments on Customer Satisfaction (2000 characters maximum):

Admin Info

Project Officer/COTR **KAYE CHESTER**
Name:
Phone: (504) 486-5124
Fax: (504) 486-1934
E-mail Address:

Contractor Representative **MARLO CORTIZ**
Name:
Phone: (341) 941-1967
Fax:
E-mail Address: N/A

Alternate Contractor Representative (Required to insure that at least one person is notified of evaluation)
Name: **ANGEL ALCAUTER**
Phone:
Fax: (541) 601-7219
E-mail Address:

U.S. DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
CONTRACTOR PERFORMANCE PROFILE

INTERIM REPORT (REPORT PERIOD: FROM: _____ TO: _____)

FINAL REPORT

I. CONTRACT IDENTIFICATION

CONTRACTOR NAME:
ADDRESS: *Summitt Forests, Inc.*
1257 Siskiyou Blvd. PMB# 218
Ashland, OR. 97520-2241

PROJECT TITLE: *Poverty Flat Whitebark
Pine Restor. Haz. Fuels Reduct.*
PROJECT LOCATION: *Clayton, IDAHO*
Poverty Flat - Challis Field Office

PROJECT DESCRIPTION: *release to thin for whitebark pine
cut lodgepole pine and subalpine fir ≤ 8" DBH*

CONTRACT NUMBER: <i>L12PD01866</i>	AWARD DATE: <i>9-17-2012</i> CONTRACT DUE DATE: <i>9-30-2013</i> ACTUAL COMPLETION DATE: <i>9-13-2013</i>
SOLICITATION METHOD: <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED	CONTRACT AWARD AMOUNT: <i>\$ 17,810.00</i> CUMULATIVE TOTAL TO DATE: <i>NA</i> FINAL CONTRACT AMOUNT: <i>\$ 17,810.00</i>
TYPE OF CONTRACT: <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> OTHER:	

II. PERFORMANCE EVALUATION Enter a numeric rating for each category below. 1 = Poor; 2 = Fair; 3 = Good; 4 = Excellent; 5 = Outstanding. Detailed comments are required for each rating assigned. See scoring matrix attached.

CATEGORY	RATING
A. QUALITY/TECHNICAL PERFORMANCE:	<i>4</i>
B. CONTRACT MANAGEMENT:	<i>4</i>
C. TIMELINESS:	<i>5</i>
D. COST CONTROL (IF APPLICABLE):	
TOTAL SCORE (SUM OF SCORES FROM EACH CATEGORY)	0

E. WOULD YOU SELECT THIS FIRM AGAIN? Yes No

PLEASE EXPLAIN: *Accommodating, friendly, on time and
well prepared. They were easy to work with and I would
recommend them highly.*

III. EVALUATOR	
NAME: Dana L. Perkins	OFFICE: ID 931 / ID 330 Challis
TITLE: Ecologist	TELEPHONE NO: 208-879-6243
SIGNATURE: <i>Dana L. Perkins</i>	E-MAIL ADDRESS:
DATE: 9/17/2013	dperkins@blm.gov

IV. CONTRACTOR REVIEW: (TO BE COMPLETED BY THE CONTRACTOR)	
CONTRACTOR NAME: ADDRESS:	PHONE NO. FAX NO.
	E-MAIL ADDRESS
<ul style="list-style-type: none"> • I AGREE WITH THE RATING ASSIGNED • I DISAGREE WITH THE RATING ASSIGNED (PROVIDE EXPLANATION BELOW): 	
SIGNATURE:	
DATE:	

V. FINAL AGENCY RATING AND REVIEW (TO BE COMPLETED BY THE CONTRACTING OFFICER)				
FINAL RATING				
QUALITY/TECHNICAL PERFORMANCE	CONTRACT MANAGEMENT	TIMELINESS	COST CONTROL	
MEAN SCORE (SUM OF SCORES DIVIDED BY NUMBER OF CATEGORIES EVALUATED)				0
CONTRACTING OFFICER NAME: SIGNATURE:		PHONE NUMBER: FAX NUMBER:		
DATE:		E-MAIL ADDRESS:		
AGENCY OFFICIAL REVIEW: (AN AGENCY OFFICIAL ONE LEVEL ABOVE THE CONTRACTING OFFICER MUST COMPLETE THIS SECTION IF THE CONDITIONS IN FAR 42.1503 APPLY)				
AGENCY OFFICIAL NAME: TITLE: SIGNATURE:		PHONE NUMBER: FAX NUMBER:		
DATE:		E-MAIL ADDRESS:		
RELEASE OF INFORMATION				
SOURCE SELECTION INFORMATION - Disclosure of the information contained on this form is subject to the policy prescribed in FAR Part 3.104-4 and 42.1503(b).				
Form 1510-60 (June 1997)				

APPENDIX: SCORING MATRIX
(FORM 1510-60 and 1510-60A)



Dinah Walker <summittforests@gmail.com>

Alvero Ledesma

1 message

Nicole Nielson <nicolenielson@utah.gov>

Sat, Oct 5, 2013 at 1:35 PM

To: summittforests@gmail.com

I just wanted to give you some feedback on one of your crews that has been doing chainsaw work near Price, UT. Alvero Ledesma and his crew did a great job on the Horse Canyon lop and Scatter project. He arrived this morning to do the 64 acres of lop and scatter and they were done extremely fast and the quality of work was fantastic. I have worked with Alvero in year past, Alvero and his crew always do quick work and get all of the green limbs. I appreciate working with Alvero and his crew.

Nicole Nielson
Oil and Gas Biologist
Utah Division of Wildlife Resources
319 N. Carbonville Rd. Suite A
Price, UT 84501
435-820-0687