5911 Z1 Revised Cost Proposal
Tree Trimming /Pruning/Removal at Platte River State Park

Project: Tree Trimming / Pruning and Removal at Platte River State Park.
Firm: Custom Tree Care, Inc.

Estimated Trees to be **Trimmed/Pruned** at Platte River State park – **Yellow Tags**

Tree Number	Location	Estimated DBH inches	Species	Quantity	Bidder Price
	Owen Cabins				
1	Owen #1, back, near SE corner	40	red oak	1	300
2	Owen #1, back, near NE corner	34	bur oak	1	275
3	Between Owen #1 and #2,	27	bur oak	1	200
4	Owen #2, front, 20' north off entrance	32	bur oak	1	250
5	Owen #3, 10' off east side	27	bur oak	1	200
6	Owen #3, 10' off west side	18	bur oak	1	125
7	Owen #3, 20' west off entrance	16	bur oak	2	250
8	Owen #5, 6' off west side	15	bur oak	1	125
9	Owen #8, 30' west off entrance	25	bur oak	1	200
10	Owen #8, 15' north off entrance	27	bur oak	1	200
11	Owen #9, front, 3' off entrance deck	46	bur oak	1	375
12	Owen #11, back, 12' off SE corner	42	bur oak	1	350
13	Owen #11, 15' south off entrance	25	bur oak	1	200
14	Owen #11, 30' west off entrance	21	ash	1	175
15	Owen #12, 20' south off entrance	33	bur oak	1	275
16	Owen #13, 30' north off entrance	28	bur oak	1	225
17	Owen #9, 100' SE off patio	42	bur oak	1	350
18	Owen #8, 200' SE off patio	22	bur oak	1	175
	Day Use, picnic area south of tennis courts				
19	100' south of tennis courts	19	bur oak	1	150
20	200' SE of tennis courts	31	bur oak	1	250
21	250' SE of tennis courts	21	bur oak	1	175
22	80" SE of concrete pit toilet	24	bur oak	1	200
	Chokecherry cabins				
23	Chokecherry #2, back, 30' west off patio	16	bur oak	1	125
	Crawdad Creek, Landscaped waterway				
24	South end of sidewalk near switch back	37	bur oak	1	300
25	along sidewalk	39	bur oak	1	300
26	along sidewalk	40	bur oak	1	325
27	Cottonwood cabin, 6' off of SE end	26	walnut	1	200
	Goldenrod cabins				
28	Goldenrod #1, back, 60' west off back	23	red oak	1	175
29	Golden Rod #3, back, 50' off south end	23	walnut	1	175
30	Goldenrod #4, back, 50' off SE end	21	walnut	1	175

	Wild Turkey Cabins				
31	Wild Turkey #1, 20' east off entrance	20	red oak	1	150
32	Wild Turkey #1, 75' off east side	20	red oak	1	150
33	Wild Turkey #2, 30' east off entrance	24	bur oak	1	200
34	Wild Turkey #2, 30' east off entrance	18	bur oak	1	150
35	Wild Turkey #3, 75' south off entrance	46	bur oak	1	375
36	Wild Turkey #6, 30' SW off entrance	20	bur oak	1	150
37	Wild Turkey #7, 45' south off entrance	30	bur oak	1	250
38	Wild Turkey #7, 120 south off entrance	13	bur oak	2	200
39	Wild Turkey Shelter, 40' south off end	22	bur oak	1	175
40	Wild Turkey Shelter, 50' south off end	23	bur oak	1	175
	Whitetail cabins				
41	Whitetail #2, back, 20' east off SE corner	19	bur oak	3	450
42	Whitetail #3, side, 10' north off side	20	bur oak	2	300
43	Whitetail #4, side, 10' east off side	28	bur oak	1	225
	Decker Creek Lodge				
44	25' feet off SE corner	44	bur oak	1	350
45	25' off north end	22	bur oak	1	175
46	40' off north end	26	bur oak	1	200
47	75' off north end	15	bur oak	1	125
48	40' off west side	23	bur oak	1	175
49	40' off west entrance	31	bur oak	1	250
	Trail betwn. Decker L. and Bison shelter				
50	west side of trail	23	bur oak	1	175
51	west side of trail	26	bur oak		200
	Bison Hollow Cookout area				
52	Bison Hollow Cookout area	18	bur oak	1	150
53	" "	25	bur oak	1	200
54	" "	24	bur oak	1	200
55	" "	18	bur oak	1	150
	Horse Trail, stables to Owen Crossing				
56	Trail	60	bur oak	1	500
57	Trail	40	bur oak	1	325
58	Trail	20	bur oak	1	175
59	Owen crossing	60	bur oak	1	500
	New glamping cabin area				
60	near glamping cabin site	20	red oak	1	150
61	near glamping cabin site	22	bur oak	1	175
62	near glamping cabin site	20	red oak	1	150
63	near glamping cabin site	20	bur oak	1	150
TOTAL TREE TRIMMING/PRUNING					$ 14,225-

Estimated Trees to be **Removed** from Platte River State Park – **Orange Tags**.

Tree Number	Location	Estimated DBH inches	Species	Quantity	Bidder Price
	Near Owen Cabins:				
1	Owen #1, 50' south of entrance	14	dead, ash	1	100
2	Owen #2, just off NE corner	32	ash	1	375
3	Between Owen 2&3, 15' north of sidewalk	12	ash	1	100
4	Owen #3, 50' south of entrance	15	ash	1	100
5	Owen #4, near patio, 8' off east side	13	ash	1	100
6	Owen #4, 20' SW of entrance	17	ash	1	150
7	Owen #5, 15' off west side	12	bur oak	1	100
8	Owen #6, back, 15' off east back side	21	dead, ash	1	250
9	Owen #6, back, 15' off east back side	17	dead, ash	1	150
10	Owen #7, front, 5' north of front entrance	16	bur oak	1	125
11	Owen #9, front, 20' south of entrance	14	hackberry	1	100
12	Owen #12, 8' off north side	11	bur oak	1	100
13	Owen #13, back, 30' SE of back	22	bur oak	1	250
14	Owen #13, back, 30' SE off back	26	bur oak	1	300
15	Owen #12, back, 100' east off back	25	dead, bur oak	4	1200
16	Owen #9, 100 ' east off patio	18	dead, elm	1	150
17	Owen #8, 100' SE off patio	17	ash	1	150
18	Owen #8, 200 ' SE off patio	18	bur oak	1	150
19	Owen #8, 200 ' SE off patio	22	mulberry	1	250
20	Owen #4, 200' off back	20	dead, black cherry?	1	200
	Craft Cabin, just south of lake dam				
21	6' off SW corner of craft shelter	50	dead, cottonwood	1	600
	Day Use, picnic area south of tennis courts				
22	200' south of tennis courts	17	bur oak	1	150
23	250' south of tennis courts	24	bur oak	1	275
24	150' SE of concrete pit toilet	17	bur oak	1	150
25	80' east of concrete pit toilet	18	ash	1	150
	Amphitheatre				
27	80' west of amphitheater stage	19	dead, broken ash	1	175
	Red Cedar Cabins				
28	Red Cedar #4, 50' west of entrance	12	ash	1	100
29	Red Cedar #5, 20' west off back	16	ash	1	125

30	Red Cedar Shower/latrine building, 50' north	20	ash	1	200
31	Red Cedar Shower/latrine building, 40' north	28	ash	1	300
32	Evergreen Cabin, 40'west	21	northern red oak	1	250
33	Chokecherry Cabin #1, back, 15' west off SW corner	26	ash	1	300
	Crawdad Creek, landscaped stream feature				
34	near sidewalk	22	mulberry	1	250
35	west across bridge, west side of sidewalk	21	dead, elm	1	250
36	west across bridge, west side of sidewalk	8	dead, ash	1	100
37	west across bridge, west side of sidewalk	11	ash	1	100
38	west across bridge, west side of sidewalk	18	dead, elm	1	150
	Golden Rod Cabins				
39	Golden Rod #1, back, 80' west off back	12	Walnut	1	100
40	Golden Rod #1, back, 100' west off back	19	ash	1	200
41	Golden Rod #2, back, 10' south of patio	16	ash	1	150
42	Golden Rod #2, back, 10' SW of patio	24	mulberry	2	500
43	Golden Rod #3, back, 50' off south end	17	Walnut	1	150
	Wild Turkey Cabins				
44	Wild Turkey #6, 38' SW off entrance	14	bur oak	1	100
45	Wild Turkey #7, 60' south off entrance	17	bur oak	1	150
46	Wild Turkey #7, 100' south off entrance	25	bur oak	1	250
47	Wild Turkey Shelter, 20' west of SW corner	15	bur oak	1	100
48	Meadowlark cabin, 15' SE off entrance	34	elm	1	400
49	Bison Hollow Cookout area, 100' north of cabin	34	dead, elm	1	400
	Horse Trail, stables to Owen Crossing				
50	100' SW of stables, near pedestrian bridge	16	mulberry	1	150
51	start of trailhead, north of stables	18	Linden	1	150
52	trail	38	bur oak	1	450
53	trail	19	oak, dead	1	175
54	trail	35	oak, dead	1	400
55	trail	28	bur oak	1	350
56	trail	12	locust	1	100
57	trail	16	bur oak	1	100
58	trail	14	bur oak	1	100
59	trail	12	bur oak	1	100

60	trail	12	oak, dead	1	100
61	~~trail~~	~~13~~	~~oak, dead~~	~~1~~	No bid needed
	New Glamping Cabin Area				
62	near east glamping cabin	12	ash	1	100
63	behind east glamping cabin	12	bur oak	1	100
64	behind east glamping cabin	14	bur oak	1	100
65	along road to east glamping cabin	10	elm	1	100
66	along road to east glamping cabin	12	Walnut	1	100
67	Red Cedar Cabin Loop, south of Evergreen cabin, 100 feet south of road	30	dead, oak	1	350
TOTAL TREE REMOVAL					$13,550—

Total Cost for Tree TRIMMING/PRUNING and Removal Project: $27,775—

OPTIONAL SERVICES WILL NOT BE EVALUATED FOR AN AWARD, THESE ARE OPTIONAL SERVICES THAT THE AGENCY CAN UTILIZE FOR ADDITIONAL WORK AS NEEDED DURING THE CONTRACT PERIOD.

OPTIONAL: ADDITIONAL TRIMMING/PRUNING PER TREE

APPROXIMATE SIZE DBH INCHES	COST PER TREE
10-15	100
16-20	150
21-25	175
26-30	225
31-40	300
41-50	375

OPTIONAL: ADDITIONAL REMOVAL PER TREE

APPROXIMATE SIZE DBH INCHES	COST PER TREE
10-15	100
16-20	150
21-25	225
26-30	325
31-40	400
41-50	600

Custom TREECARE inc
DISASTER RESPONSE

ORIGINAL BID

For

State of Nebraska State Purchasing Bureau

RFP 5911 Z1 Tree Trimming & Removal

for Platte River State Park

Due: September 27, 2018 | 2:00 pm

3722 SW Spring Creek Ln., Topeka, KS 66610 (785) 478-9805 – Office (785) 478-4195 – Fax

3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – Office
(785) 478-4195 – Fax
ggathers@customtreecare.com
www.customtreecare.com

State Purchasing Bureau
1526 K St. Suite 130
Lincoln, NE 68508

Procurement,

Attached are completed bid proposal documents from Custom Tree Care (CTC) for the State of Nebraska State Purchasing Bureau, RFP 5911 Z1 Tree Trimming and Removal for Platte River State Park. CTC has been in the tree removal business since 1999. Our company is highly experienced and has the resources and expertise to complete this project.

Our past performance is excellent, and we will strictly adhere to all requirements of this project. Custom Tree Care is registered to do business in Nebraska and have completed several contracts of this nature in the past for commercial, municipal, county, state, and federal entities. Our staff is highly trained, and all work practices will conform to applicable OSHA, ANSI, and DOT standards.

Upon award we will provide all additional documentation required. We look forward to serving the State of Nebraska State Purchasing Bureau in completion of this project.

Respectfully,

Greg Gathers
CEO & ISA Certified Arborist
Custom Tree Care, Inc.

3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – office
(785) 478-4195 - fax
ggathers@customtreecare.com
www.customtreecare.com

CAPABILITY STATEMENT

About

Established in 1999; Custom Tree Care, Inc. (CTC) has served residential, commercial, and government clients as a leading provider of tree removal, tree trimming, and debris management services. CTC has been involved as a prime and subcontractor on over 100 separate contracts spanning 25 states. CTC has completed projects performing routine tree maintenance and debris removal following several hurricanes, tornadoes, floods, wind, snow, and ice storms.

Services

- Emergency Road Clearance
- Debris Removal/ Management
- Tree Trimming
- Tree Removal
- Demolition
- Stump Grinding
- Reduction
- Disposal

Past Performance

- National Park Service
- Department of Veterans Affairs
- United States Army Corps of Engineers
- VT Griffin
- Missouri Department of Transportation
- Picerne Military Housing
- Topeka Public Schools
- Saline County, KS
- Larimer County, CO
- City of Derby, KS
- City of Lawrence, KS
- City of Iowa City, IA

- Kansas Department of Wildlife & Parks
- State of Iowa
- City of Kansas City, MO
- City of Shawnee, KS
- City of North Kansas City, MO
- City of Topeka, KS
- Iowa State University
- City of Horton, KS
- City of Warrensburg, MO
- City of Quincy, IL
- City of Council Bluffs, IA
- City of West Park, FL
- South Broward Drainage District
- City of St. Cloud, FL
- Pamlico County, NC
- Palm Beach County, Schools, FL
- Forsyth County, GA
- City of Roeland Park, KS
- City of O'Fallon, MO
- Housing Authority of Kansas City
- City of Roeland Park, KS
- City of Webster Groves, MO
- City of Springfield, MO
- University of Arkansas
- City of Gardner, KS
- City of Lee's Summit, MO
- City of Jefferson City, MO
- City of Holton, KS
- Kansas State University
- Cleveland Metroparks
- City of Boulder, CO
- Broward County Schools, FL
- Brazoria County, TX
- City of Lake Jackson, TX
- City of Goldsboro, NC
- City of Indianapolis, IN
- City of Memphis, TN
- City of Mission, KS
- Shawnee County, KS
- University of Central Missouri
- Wayne County, NC

Custom Tree Care, Inc. has a proven track record of safety, professionalism, integrity, and value. CTC has the resources and financial capability to complete projects on time and deliver results that meet our client's goals. The personnel of CTC are highly trained and certified in multiple NIMS, debris management, OSHA, FEMA documentation, and arborist courses. Our fleet of company owned equipment provides the immediate response once we are activated. If necessary, we have the means to quickly assemble and deploy additional personnel and equipment. When disaster strikes, we're ready to respond.

Greg Gathers
CEO & ISA Certified Arborist
ggathers@customtreecare.com
(785) 221-7550 mobile

Custom TREE CARE Inc
DISASTER RESPONSE

PAST PERFORMANCE

(AS A PRIME CONTRACTOR)

ST	CLIENT	CONTRACT #	AMOUNT	DATE	CONTACT
FL	School District of Palm Beach County	Debris Removal & Hauling Services Disaster Recovery Assistance		5/19/2016	Helen Stokes (561) 371-9011
FL	City of St. Cloud	Emergency Debris Management and Removal		6/23/2016	Kevin Felblinger (407) 957-7353
FL	City of West Park	Hurricane Debris Clearing / Removal		6/1/2016	Dan Milliten (954) 964-0824
TX	City of Lake Jackson	Debris Removal 2016 Hurricane Season		3/23/2016	William Yenne (979) 415-2400
TX	Brazoria County	Debris Hauling		6/14/2016	Lesa Girouard (979) 864-1825
MO	Housing Authority of Kansas City	Tree Services		3/1/2015	Ric Chase (816) 968-4100
KS	City of Mission, KS	Nuisance Abatement		1/19/2016	Nilo Fanska (913) 676-8350
KS	City of Roeland Park	Nuisance Abatement		1/19/2016	Shiloh Wells (913) 722-2600
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services		9/22/2016	Tom Hammer (785) 251-2663
TN	City of Memphis	Emergency Removal Storm Debris		6/30/16-6/30/18	Barry Levine (901) 237-2805
NC	Pamlico County	Vegetative and C&D Debris Removal		7/1/16-6/30/18	Courtney Norfleet (252) 745-3133

ST	CLIENT	CONTRACT #	AMOUNT	DATE	CONTACT
NC	City of Goldsboro	Vegetative Debris Removal		8/4/2016	Tracy Barber (919) 580-4393
NC	Wayne County	Debris Clearing & Removal Services		11/14/2016	Noelle Woods (919) 705-1714
GA	Forsyth County	Debris Removal & Disposal Service		5/20/2016	JT Schwimer (770) 888-8872
MO	City of O' Fallon	On-Call Debris Removal		11/4/2015	Dan Buesse (636) 379-5492
MO	City of St. Louis	Emergency Debris Management		11/2/15-10/31/20	Skip Kincaid (314) 613-7200
FL	Broward County Schools	Emergency Debris Cleanup & Removal		12/9/15-11/30/18	Latoya Clark (754) 321-0504
KS	City of Derby	Brush Grinding	$ 24,100.00	11/1/2015	Michael Day (316) 239-8693
CL	Cleveland Metroparks	2015 Tree Removal Program	$ 66,300.00	10/1/2015	Jim Rodstrom (216) 739-6044
IL	City of Quincy	Storm Damaged Tree Removal & Trimming Project	$ 275,400.00	10/1/2015	Jon Vrandenburg (217) 257-9380
IN	City of Indianapolis	Catastrophic Event Tree Response	Varies	10/1/15-10/1/19	Bill Kinclus (317) 664-1166
MO	University of Central Missouri	On Call Tree Services IFB #9685	Varies	9/17/14-12/17/18	Brad Mackey (660) 543-4495
MO	North Kansas City	Tree Maintenance Services	Varies	12/1/13-11/30/18	Chris Cooper (816) 274-6004
MO	Missouri DOT - SW District	On Call Tree Trimming SW-14-029CS	Varies	12/5/13-11/30/14	Christina Stephens (417) 895-7811
MO	Missouri DOT - KC District	On Call Tree Trimming KC-B13-018	Varies	6/14/13-6/14/16	Toni Terry (816) 347-4112

ST	CLIENT	CONTRACT #	AMOUNT	DATE	CONTACT
MO	City of Kansas City, MO	Annual Tree Maintenance & EAB Tree Removal	Varies	6/1/13-6/1/16	Alice Hannon (816) 513-8566
KS	City of Topeka	Final Yard Clean-up	Varies	11/14/2012	Tim Davis (785) 368-0139
KS	City of Derby	2012-022 Brush Grinding	$ 17,750.00	10/19/2012	Darryl Zimmerman (316) 734-4263
TX	National Park Service	P12PX28609	$ 59,065.00	10/19/2012	Linda Wheiles (432) 477-2807
KS	City of Lawrence, KS	Levee Clearing at Airport	$ 63,000.00	5/18/2012	Steve Bennett (785) 832-3123
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal Contract	Varies	6/1/11-6/1/19	Tammy Snyder (913) 742-6267
TX	National Park Service	P7130100049 Tree Removal Services	$ 31,670.00	10/8/2010	Linda Wheiles (432) 477-2807
IA	Iowa State University	RFQ 61451 Disaster Recovery - Veenker	$ 19,968.80	10/1/2010	Brian Burkheimer (515) 294-4793
SD	United States Army Corps. Of Engineers	W9128F-10-M-G034 Tree Trimming / Removal	$ 87,025.00	9/6/2010	Gary Ledbetter (402) 667-2530
OK	VT Griffin (Fort Sill, OK)	Tree Pruning / Removal Debris Removal	$ 308,950.00	2/24/2010	Richard Castleberry (580) 442-6557
OK	Picerne Military Housing (Fort Sill, OK)	Tree Pruning Debris Removal	$ 316,552.50	2/2/2010	Greg Starkey (580) 581-2100
KS	Dept. of Veteran Affairs	Tree Services VA-786-P-0787	$ 20,725.00	10/7/2009	Jayme Quinley (913) 683-1179
MO	City of Webster Groves, MO	Tree Removal	$ 5,900.00	4/2/2009	Katie Nakazone (314) 963-5319
MO	City of Lees Summit, MO	Annual Tree Maintenance	Multiple	4/16/09-4/15/15	DeeDee Tschirhart (816) 969-1087
IA	State of Iowa Woodward Resource Center	Tree Removal / Pruning	$ 15,525.00	3/24/2009	Kim Polish (515) 438-3511
AR	University of Arkansas	Hazardous Limb Removal & Debris Removal	$ 80,630.00	2/8/2009	Sam Emerson (479) 575-6172

ST	CLIENT	CONTRACT #	AMOUNT	DATE	CONTACT
AR	Dept. of Veteran Affairs	Hazardous Limb Removal & Debris Removal VA-564-C90185	$ 59,900.00	2/9/2009	Kevin Garrison (479) 444-4006
KS	Dept. of Veteran Affairs	Tree Services VA-786-08-RP-0243	$ 51,300.00	9/26/2008	Jayme Quinley (913) 683-1179
KS	City of Lawrence, KS	Emergency Tree Services	Multiple	1/1/08-12/31/19	Crystal Miles (785) 832-7970
KS	USD #501 Schools Topeka, KS	Tree Services	Multiple	Various Dates	Gary Menke (785) 295-3095
KS	City of Holton, KS	Line Clearance Trimming	$ 114,534.76	8/29/2008	Scott Frederickson (785) 364-7977
KS	Fort Riley, KS	Tree Trimming, Removal, Stump Grinding	$ 362,700.00	7/24/2008	John Barber (785) 239-6537
KS	City of Horton, KS	Hazardous Limb Removal Debris Hauling & Removals	$ 99,949.28	5/12/2008	Levi Henry (785) 486-2681
KS	City of Holton, KS	Hazardous Limb Removal	$ 57,238.00	4/11/2008	Rex Cameron (785) 364-3379
KS	City of Junction City, KS	Tree Trimming, Removal, & Debris Hauling	$ 15,441.59	3/1/2008	Steve Hoambrecker (785) 238-7142
KS	City of Topeka, KS	Debris Hauling	$ 57,790.00	1/15/2008	Adam Moser (785) 368-3758
MO	City of Springfield, MO	027-2008 Tree Removal	$ 24,160.00	11/1/2007	Joe Payne (417) 864-1135
KS	Dept. of Veterans Affairs	Tree Services VA-786-07-RP-0282	$ 58,695.00	9/27/2007	Jayme Quinley (913) 683-1179
IA	Iowa City, IA	08-28 Tree Removal	$ 8,950.00	9/24/2007	Rea Lyn Schepers (319) 356-5106
CO	Larimer County, CO	07-29 Tree Removal	$ 12,950.00	9/19/2007	Lonnie Berett (970) 498-5671
KS	Saline County, KS	06-0768 Tree Trimming	$ 31,730.00	10/31/2006	Neil Cable (785) 826-6525
KS	Saline County, KS	05-5114 Tree Trimming	$ 4,200.00	10/31/2006	Neil Cable (785) 826-6525

ST	CLIENT	CONTRACT #	AMOUNT	DATE	CONTACT
KS	City of Lawrence, KS	65349 Tree Trimming	$ 4,400.00	9/16/2006	Jim Beebe (785) 423-0889
IA	Iowa City, IA	07-16 Tree Removal	$ 11,600.00	8/4/2006	Rea Lyn Schepers (319) 356-5106
KS	City of Lawrence, KS	64907 Tree Removal	$ 6,500.00	6/19/2006	Jim Beebe (785) 423-0889
KS	City of Lawrence, KS	64616 Tree Trimming	$ 4,475.00	5/8/2006	Jim Beebe (785) 423-0889
MO	City of Jefferson City, MO	2262 Tree Trimming & Removal	$ 18,800.00	4/26/2006	David Grellner (573) 634-6423
KS	Kansas Department of Wildlife Parks	09046 Tree Trimming & Removal	$ 11,500.00	3/4/2006	Alan Stoops (620) 672-0715

(AS A SUBCONTRACTOR)

ST	EVENT / DESCRIPTION	*PRIME CONTRACTOR	JOB NAME
LA	Flooding	DRC	City of Baton Rouge
LA	Flooding	TFR	LA DOT
NC	Hurricane Matthew	Class A (KDF)	NC DOT
FL	Hurricane Matthew	HDR (JB Coxwell)	City of Jacksonville
FL	Hurricane Matthew	Kaiser Kane	FL DOT - District 2
SC	Ice Storm	County Waste	Georgetown County
NJ	Hurricane Sandy	Beeghly Tree (Ashbritt)	New Jersey Tree Trimming & Debris Removal
NY	Hurricane Sandy	Arbormasters (Looks Great Services)	Long Island Railroad
KS	Landclearing	Charah, Inc.	Clearing / Grubbing for Westar Energy
CT	Snowstorm	Arbormasters	Glastonbury, CT
MA/CT	Snowstorm	Beeghly Tree (Ashbritt)	Various in MA & CT
VA	Hurricane Irene	Garrettson Const. (Phillips & Jordan)	Prince George / Dinwiddie Co., VA
VA	Hurricane Irene	Crump Construction (OMNI)	Henrico Co., VA
AL	Tornado - Leaner/Hanger	Bolt Const. (Phillips & Jordan)	Jackson Co., AL
AL	Tornado - Leaner/Hanger	Thunder (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Leaner/Hanger	Garrettson Const. (Phillips & Jordan)	Cullman Co., AL
MO	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Joplin, MO
AL	Tornado - Debris	Bamaco (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Elmore Co., AL
AL	Tornado	Aster & Cross	AT&T Line Clearing
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Tuscaloosa, AL
AL	Tornado - Debris	Ceres	Pleasant Grove, AL
MD	Line Clearance	Evans Tree Works (Merciers)	PG&E Line Clearance
SC	Tree Removal	SRS, Inc.	SC DOT
MS	Tornado - Debris	Crump Construction (SRS)	Yazoo City, MS
MS	Tornado - Debris	Deason Construction (SRS)	Holmes Co., MS
TN	Flood - Debris	Deason Construction (SRS)	Nashville, TN
TN	Flood - Debris	B & B Environmental (DRC)	Nashville, TN
TX	Hurricane Ike	B & B Environmental (DRC)	Galveston, TX ROE
KS	Ice Storm	Pro-Line Construction	Doniphan Co. Electric Co-op
KY	Ice Storm	Bamaco	Henderson County, KY
AR	Ice Storm	SRS, Inc.	Springdale, AR
AR	Ice Storm	United Disaster Response (DRC)	Fayetteville, AR
AR	Ice Storm	DEH (DRC)	Green County, AR
TX	Hurricane Ike	Cahaba (DRC)	Galveston, TX
TX	Hurricane Ike	DEH (AshBritt)	Pasadena, TX
TX	Hurricane Ike	TL Disaster Service (DRC)	Kingwood, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Polk County, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Fort Bend County, TX
LA	Hurricane Gustav	Integrated Pro Services	Terrabonne Parish, LA
NE	Wind Storm	United Disaster Response (TFR)	Omaha, NE
MO	Ice Storm	Integrated Pro Services	St. Joseph, MO

ST	EVENT / DESCRIPTION	*PRIME CONTRACTOR	JOB NAME
MO	Ice Storm	United Disaster Response (Crowder)	Joplin, MO
OK	Ice Storm	United Disaster Response (Bamaco)	Del City, OK
OK	Ice Storm	United Disaster Response (Bamaco)	Mustang, OK
OK	Ice Storm	United Disaster Response (Crowder)	Sand Springs, OK
LA	Hurricane Katrina	Integrated Pro Services (Ceres)	Jefferson Parish, LA
LA	Hurricane Katrina	Templar Titan (Phillips & Jordan)	Orleans Parish, LA
MO	Ice Storm	BLG Environmental (DRC)	Springfield, MO
MO	Ice Storm	Ace Tree Service (DRC)	Greene County, MO
NY	Snow Storm	United Disaster Response (TFR)	Erie County, NY
FL	Hurricane Wilma	United Disaster Response (TFR)	City of Hollywood, FL
LA	Hurricane Katrina	United Disaster Response (OMNI)	St. Tammany Parish, LA
LA	Hurricane Katrina	United Disaster Response (TFR)	Louisiana DOT
LA	Hurricane Katrina	United Disaster Response (OMNI)	City of New Orleans, LA
LA	Hurricane Katrina	Kansas City Tree Care (TFR)	NAS New Orleans

***SUB TO PRIME CONTRACTOR**

3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – Office
(785) 478-4195 – Fax
ggathers@customtreecare.com
www.customtreecare.com

KEY PERSONNEL

Greg Gathers

- President/ Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- Certified Arborist by International Society of Arboriculture (MW4172A)
- Certified Arborist by Kansas Arborists Association
- Line-clearance certified tree trimmer
- Kansas CDL
- CPR and First Aid Certified
- 18 years' experience as an arborist
    - OSHA 30 General Industry Certification
- Completed EMI Debris Management Course at NHC 2008
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC.
- Supervised crews on over 100 government contracts

Carol Patton

- Contract Specialist
- 19 years' experience in the debris management industry
- Accounting/ Business Administration, University of Alabama and University of South Florida
- NIMS certification for IS-100, IS-200, IS-400, IS-700, & IS-800
- Attended Debris Management training at NHC
- Research and development of RFP's and contracts
- Pre-Event trainer for Pre-Standing Contracts

David M. Bean, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

Maura Gathers

- Vice-President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ Years' Managerial Experience
- 13+ Years' Experience in Sales and Client Relations
- NIMS certification for IS-100, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Directions in Organizational Leadership Certification (Washburn University School of Business)

David Sterbenz

- Emergency Management Coordinator
- Logistics before, during, and after disaster events
- Incident Commander
- Client Liaison

Kimball Swift

- Project Manager
- Management of temporary debris sites
- Management of multiple demolition, hauling, and debris reduction projects
- BS Degree in Forestry Management, Auburn University
- CPR and First Aid Certified
- OSHA 4 Hour, TWIC, HAZMAT 40 Hour Certification

Zach Witt

- Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Adrian Ybarra

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Delbert (Jack) Cohagen

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- Line Clearance Tree Trimmer
- Completed EMI Debris Management Course
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

All employees have undergone a training program which incorporates ANSI A300 and ANSI Z133.1 standard. Employees are also required to attend weekly safety meetings.

EQUIPMENT LIST- CUSTOM TREE CARE INC. 1/23/18

YEAR	MAKE	MODEL	VIN #	DESCRIPTION	GVW	UNIT #
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	64,000	573
1998	International	8100	1HTHCAHR9WH520083	Grapple Truck	52,000	83
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	64,000	624
2001	Sterling	LT9513	2FZHAZAS51AA53258	Grapple Truck	56,000	258
1998	Ford	LT8513	1FDYS86F5WVA33171	Semi-Truck	54,000	171
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	64,000	397
2010	Load Max		5L8PH2023A1019035	Debris Trailer	20,000	
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	20,000	
1980	Dorsey		148311	Trailer	40,000	
2014	Homemade		T916507	Debris Trailer	20,000	
1995	Belshe		16JF01820S1026770	Debris Trailer	20,000	
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	25,999	420
2008	Freightliner			Bucket Truck	33,000	683
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	25,999	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	25,999	624BT
1999	International	4700	1HTSCABMXXH607429	Bucket Truck	25,999	429
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	25,999	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	25,999	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	25,999	730
2000	International	4900	1HTSDAAN7YH257179	Chip Truck	33,000	179
1998	Case	1845C	JAF0250566	Skid Loader		
2007	Bandit	250XP	21998	Chipper		
	Bandit	200		Chipper		
1999	Bandit	200	IH8294	Chipper		
1998	Bandit	200	13605	Chipper		
2000	Progressive	34'	1P9EC3427YP297528	Command Center		
2001	L and L		1L9BF18291A374664	Trailer	14,000	
2007	North American Cargo		5SMCL142071002573	Trailer		
2000	Eagle		4ET716F27Y1003905	Trailer	14,000	
2006	Nomad	30'	1FE200P226B001317	Travel Trailer		

2007	Ford	F-350	1FDWF37P37EA08891	Pickup	10,000	891
2003	Ford	F-250	1FTNX21P03ED23903	Pickup		903
1997	Ford	F-350	1FTHF36F4VEA98605	Pickup		605
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup		
2004	Ford	F-250	1FTNW21P14EB66550	Pickup		550
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	10,000	361
2010	Ford	E350	1FBSS3BL0ADA81253	Van		253
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder		
2017	Bandit			Stump Grinder		
	Vermeer			Stump Grinder		
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder		
1997	Vermeer	SC752	1VRN151U6V1000118	Stump Grinder		
2008	Polaris	Ranger		UTV		
2013	Generac	5500W		Generator		
2016	Generac	5500W		Generator		
2008	Miller	210		Mig Welder		

References

CLIENT	DESCRIPTION	CONTACT
City of Boulder, CO P.O. Box 791 Boulder, CO 80306	Debris Removal, Storm Damaged Tree Trimming & Removal	Kara Mertz (720) 878-6127 mertzk@bouldercolorado.gov
South Broward Drainage District 6591 SW 160th Avenue Southwest Ranches, FL 33331	Hurricane Debris Clearing / Removal	Kevin Hart (954) 680-3337 x206 kevin@sbdd.org
City of West Park 1965 S. State Rd 7 West Park, FL 33023	Hurricane Debris Clearing / Removal	Dan Millien (954) 889-4162 dmillien@cityofwestpark.org
Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	Hurricane Debris Clearing / Removal	J.C. Jimenez (305) 866-6241 jcjimenez@bayharborislands-fl.gov
School Board of Broward County 7720 West Oakland Park Blvd Sunrise, FL 33351	Hurricane Debris Clearing / Removal	Roy Norton (754) 321-4316 roy.norton@browardschools.com
City of Goldsboro, NC P.O. Box Drawer A Goldsboro, NC 27530	Vegetative Debris Removal	Tracy Barber (919)580-4393 tbarber@goldsboronc.gov
Wayne County, NC 224-226 E. Walnut St. Goldsboro, NC 27533	Debris Clearing & Removal Services	Noelle Woods (919) 705-1714 noelle.woods@waynegov.com
City of Quincy, IL 730 Maine Street Quincy, IL 62301	Debris Removal, Hazardous Stump Removal, Storm Damaged Tree Trimming & Removal	Jon Vrandenburg (217) 257-9380 jvrandenburg@quincyil.gov
City of Derby, KS 611 Mulberry, Ste. 300 Derby, KS 67037	Brush Grinding	Michael Day (316) 239-8693 michaelday@derbyweb.com
City of Lawrence, KS 6 East 6th Street Lawrence, KS 66044	Tree Trimming, Tree Removal & Debris Removal	Crystal Miles (785) 832-7970 cmiles@lawrenceks.org

CLIENT	DESCRIPTION	CONTACT
City of Shawnee, KS 11110 Johnson Drive Shawnee, KS 66203	Debris Removal, Tree Trimming & Tree Removal	Randy Martin (913) 742-6958 rmartin@cityofshawnee.org
City of Kansas City, MO 1520 W. 9th Street Kansas City, MO 64101	Tree Trimming, Tree Removal, Stump Removal & Debris Removal	Louis Cummings (816) 719-3176 louis.cummings@kcmo.org
City of North Kansas City, MO 2010 Howell St. North Kansas City, MO 64116	Tree Trimming, Tree Removal & Debris Removal	Chris Cooper (816) 274-6004 ccooper@nkc.org

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the State of Nebraska, do hereby certify that

CUSTOM TREE CARE INC

a Kansas corporation is authorized to transact business in Nebraska;

that no occupation taxes due from and assessable against the Corporation are unpaid and have become delinquent;

that no annual or biennial report required to be forwarded by the Corporation to the Secretary of State has become delinquent;

that a Certificate of Withdrawal has not been filed.

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on this date of

September 20, 2018

Secretary of State

Verification ID 12605f7 has been assigned to this document. Go to nc.gov/go/validate to validate authenticity for up to 12 months.

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Greg Gathers

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kincaid

Certification Board, Chair
International Society of Arboriculture

MW-4172A	Feb 04, 2001	Jun 30, 2019
Certification Number	Certified Since	Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Zachary J. Witt

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Kevin Martlage
Director of Credentialing
International Society of Arboriculture

Caitlyn Pollihan
Executive Director
International Society of Arboriculture

ANSI ACCREDITED
#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

MW-5889A	6 Feb 2018	30 Jun 2021
Certification Number	Certified Since	Expiration Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Custom Tree Care, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6021 SW 29th St. PMB #130

Requester's name and address (optional)

6 City, state, and ZIP code
Topeka, KS 66614

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 8 – 1 2 4 5 9 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 8/3/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
Name: State Purchasing Bureau
Address: 1526 K St. Suite 130
City/State/Zip: Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 5911 Z1	August 21, 2018
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
September 27, 2018 2:00 P.M. Central Time	Annette Walton / Dianna Gilliland

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5911 Z1 for the purpose of selecting a qualified bidder to provide Tree Trimming and Removal for Platte River State Park. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be for a fixed period of time from date of contract award through March 31, 2019 or upon notice to proceed. The contract includes the option to renew for one (1) additional three (3) month period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.html.

An optional Pre-Proposal Conference will be held on September 5, 2018; 10:00 a.m. Central Time at Platte River State Park, Park Headquarters, 14421 346th St, Louisville, NE 68037.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, 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, proposal, 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 proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM 29

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. 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. 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.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Branch Collar: Point where a branch joins the main trunk of a tree or another larger branch.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary 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 Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

DBH: Diameter at Breast Height equals 4'6" above ground.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

NGPC: Nebraska Game and Parks Commission.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: 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 serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from

those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Tree Trimming and Removal for Platte River State Park at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name:	Buyer(s) Annette Walton / Dianna Gilliland
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	August 21, 2018
2.	Last day to submit written questions	September 3, 2018
3.	Optional Pre-Proposal Conference Location: Platte River State Park Park Headquarters 14421 346th St, Louisville Louisville, NE 68037	September 5, 2018 10:00 AM Central Time
4.	Last day to submit written questions after Pre-Proposal Conference	September 9, 2018
5.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	September 13, 2018
6.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 27, 2018 2:00 PM Central Time
7.	Review for conformance to RFP requirements	September 27, 2018
8.	Evaluation period	September 28, 2018 Through October 5, 2018
9.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 9, 2018
10.	Contract finalization period	October 10, 2018 Through October 24, 2018
11.	Contract award	October 25, 2018
12.	Contractor start date	November 1, 2018

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5911 Z1; providing Tree Trimming and Removal for Platte River State Park Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at http://das.nebraska.gov/materiel/purchasing.html per the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held per the Schedule of Events. Attendance at the pre-proposal conference is optional. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. Questions that have a material impact on the RFP or process, and questions that are relevant to all bidders, will be answered in writing and posted at http://das.nebraska.gov/materiel/purchasing.html. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the RFP or process, and are only of interest to an individual bidder during the conference. If a bidder feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI 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 RFP, 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.

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.
The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

K. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

O. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for

viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through VI; and,
4. Completed State Cost Proposal Template.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated based on the following:

1. Cost Proposal

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the RFP.

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring 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.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

T. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and,
6. State contract management requirements and/or costs.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. **NOTIFICATION**

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, 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.

C. **GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. **BEGINNING OF WORK**

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

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.

E. **CHANGE ORDERS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may

find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

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

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 provision held to be invalid or illegal.

J. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, 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.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

N. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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, wilfully 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.

P. EARLY TERMINATION

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

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; and,
   - **i.** In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data 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;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and 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 Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

B. **EMPLOYEE WORK ELIGIBILITY STATUS**

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

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 RFP 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.

C. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

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 RFP.

D. **COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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.

Notwithstanding any other clause in this contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this 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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this 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, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$100,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
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 per occurrence
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	$1,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Game and Parks Commission
Contract Manager
2200 N. 33rd St.
Lincoln, NE
68503

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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

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.

K. SITE RULES AND REGULATIONS

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

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 in writing between the State and the Contractor.

L. ADVERTISING

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

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request 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.

N. DRUG POLICY

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

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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Send itemized invoice to Nebraska Game and Parks Commission, Parks Division 2200 N. 33rd St. 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.

D. INSPECTION AND APPROVAL

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

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.

E. PAYMENT

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

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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

Nebraska Game and Parks Commission (NGPC) is seeking a qualified Contractor to trim and remove trees at the Platte River State Park. The awarded Contractor will have from date of contract award until March 31, 2019 to complete the work. The tree trimming and removal designated areas are located near Louisville, Nebraska along the Platte River. The project includes removing a list of trees throughout the park, identified with orange tags. The project also includes trimming a list of trees throughout the park, identified with yellow tags. See Cost Proposal for the list of trees, including type, size, and location in the park.

B. SCOPE OF WORK

1. The tree trimming/pruning and removal project does not include clean-up. Work performed by awarded Contractor only includes removal of branches (or whole trees when identified) described in these specifications and dropping them safely to the ground without damaging any facilities or structures. However, at the completion of pruning/trimming operations on any given tree, all felled branches should be moved off any hard surface or graveled roads, trails, or camping pads during the same day of work. Awarded Contractor should remove the bulk of material falling on paved surfaces but will not be required to rake away fines, defined as sawdust, chips and small twigs less than six inches long. Park staff will perform all other associated clean up.

2. No wood shall be removed from the park and is considered state property.

3. Awarded Contractor will not have to make decisions on which trees need to be removed. The Cost Proposal includes a list of trees identified for removal and these trees are identified and numbered with ORANGE plastic tags. The Cost Proposal include locations, diameter and species for each tree. Nearly all trees identified for removal will either be dead or severely damaged, but occasionally a healthy tree may need to be removed for future park development.

4. As long as the awarded Contractor exercises reasonable care while performing trimming / pruning and removal operations, they will not be required to repair divots, dents or ruts in turf areas. If there are any ruts deeper than twelve (12) inches, these must be repaired by the Contractor.

5. Contractors must plan to adhere to park quiet hours which start at 10:00 PM and end at 7:00 AM. The Contractor may arrive and prepare for work prior to 7:00 AM but must not start saws or other loud equipment until after 7:00 AM.

C. BIDDER REQUIREMENTS:

1. Prospective bidders must provide a bid for "all or none" of the work described in these specifications and cost proposal. Partial bids will not be accepted.

2. Licensed Arborist. Bidder must provide one of the following:

   a. Submit with bidder response a list of all full and part-time personnel who possess an arborist license, their related commercial arborist work experience, length of employment and arborist license number.

   b. Non Licensed Staff. Contractor has no staff that possess an arborist license, but have attached a list of all full and part-time personnel, their related commercial arborist work experience and length of employment

D. TECHNICAL REQUIREMENTS

1. Standard tree removal to be performed at Platte River State Park will be defined as safely felling any designated trees to the ground without damaging any structures, facilities or surrounding trees.

   a. The awarded Contractor may employ any felling cuts as needed to direct the fall of a tree to inflict the least possible damage to turf, roadways or surrounding vegetation. Once all directional and felling cuts are performed and the tree safely on the ground, the remaining stump shall be cut horizontally to a height no greater than 12 inches from the surrounding ground grade. If the grade is sloped, the remaining stump shall be no greater than 12 inches high on the up slope side.

Upon safely felling the tree, the awarded Contractor will be required to buck/cross cut any large trunks and/or branches to a manageable size to facilitate the park staff to move such large diameter wood off of roads, trails or camping pads. The onsite Park Superintendent will communicate to the Contractor what a "manageable size" is defined as. This decision will be based on the Parks available equipment to remove large diameter wood off of roads, trails or camping pads. No additional clean-up is required.

2. Standard pruning is to be employed where aesthetic considerations are secondary to structural integrity and tree health concerns. Standard pruning shall consist of the safe removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing and weak branches. All such branches described, 2 inches in diameter or larger at the branch collar, shall be removed.

   a. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub (see diagram A). Bark at the edge of all pruning cuts should remain firmly attached.
   b. All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark (see diagram B). Where necessary to protect structures of facilities, ropes or other equipment should be used to lower large branches or stubs to the ground.

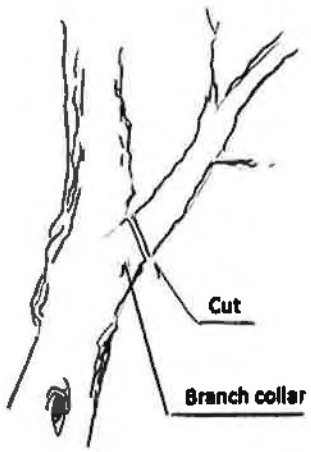


DIAGRAM A

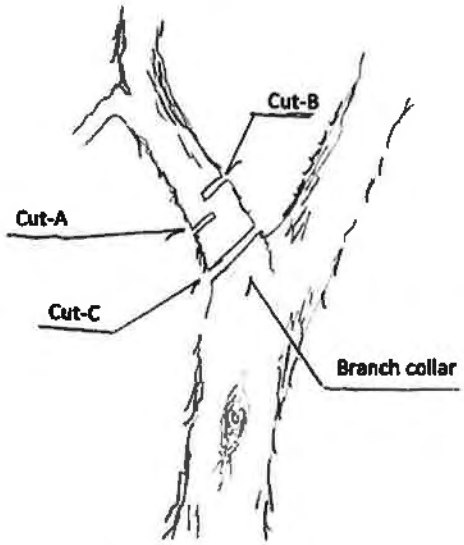


DIAGRAM B

3. Treatment of cuts and wounds with wound dressing or paints has not been shown to be effective in preventing or reducing decay and will not be required nor is it recommended on NGPC areas.

4. All cut limbs shall be removed from the crown and dropped safely to the ground upon completion of the pruning/trimming.

5. Low hanging limbs/branches shall be removed for a minimum 14 foot clearance over roads, trails, camping pads. Clearance over cabin roofs may be less than the 14 foot minimum but clearance must approved by the Park Superintendent.

6. Cutting a complete leader to address individual dead or damaged branches on that leader, will not be allowed under any circumstances.

7. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

8. The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks, or other structural weakness should be reported to the Park Superintendent and corrective measures recommended.

9. The Contractor must meet with the Park Superintendent and/or Park Horticulturist before any work can begin.

10. Park Superintendent or Agency Horticulturist will inspect the work completed before any payment or final payment can be submitted.

E. DELIVERABLES

1. COST PROPOSAL FOR TREE TRIMMING/PRUNING AND REMOVAL
Each list on the Cost Proposal identifying trees for trimming/pruning or removal includes a column for bidder price. Bidders must enter a price for each tree in the bidder price column. Bidders will also enter their total price for both trimming/pruning and tree removal on the Cost Proposal provided which must be submitted by the bid opening date indicated in the Schedule of Events. Please see Cost Proposal.

VI. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal template. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal template supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Bidder Contact Sheet
Request for Proposal Number 5911 Z1

Form A should be completed and submitted with each response to this RFP. 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.

Preparation of Response Contact Information	
Bidder Name:	Custom Tree Care, Inc.
Bidder Address:	3722 SW Spring Creek Ln. Topeka, KS 66610
Contact Person & Title:	Greg Gathers, President
E-mail Address:	ggathers@customtreecare.com
Telephone Number (Office):	(785) 478-9805
Telephone Number (Cellular):	(785) 221-7550
Fax Number:	(785) 478-4195

Each bidder should 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 Same as above	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Custom Tree Care, Inc.
COMPLETE ADDRESS:	3722 SW Spring Creek Ln, Topeka, KS 66610
TELEPHONE NUMBER:	(785) 478-9805
FAX NUMBER:	(785) 478-4195
DATE:	9/17/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Greg Gathers, President

5911 Z1 Cost Proposal
Tree Trimming/Pruning/Removal at
Platte River State Park

Project: Tree Trimming / Pruning and Removal at Platte River State Park.

Firm: Custom Tree Care, Inc.

Estimated Trees to be **Trimmed/Pruned** at Platte River State park – **Yellow Tags**

Tree Number	Location	Estimated DBH inches	Species	Quantity	Bidder Price
	Owen Cabins				
1	Owen #1, back, near SE corner	40	red oak	1	300
2	Owen #1, back, near NE corner	34	bur oak	1	275
3	Between Owen #1 and #2,	27	bur oak	1	200
4	Owen #2, front, 20' north off entrance	32	bur oak	1	250
5	Owen #3, 10' off east side	27	bur oak	1	200
6	Owen #3, 10' off west side	18	bur oak	1	125
7	Owen #3, 20' west off entrance	16	bur oak	2	125 = 250
8	Owen #5, 6' off west side	15	bur oak	1	125
9	Owen #8, 30' west off entrance	25	bur oak	1	200
10	Owen #8, 15' north off entrance	27	bur oak	1	200
11	Owen #9, front, 3' off entrance deck	46	bur oak	1	375
12	Owen #11, back, 12' off SE corner	42	bur oak	1	350
13	Owen #11, 15' south off entrance	25	bur oak	1	200
14	Owen #11, 30' west off entrance	21	ash	1	175
15	Owen #12, 20' south off entrance	33	bur oak	1	275
16	Owen #13, 30' north off entrance	28	bur oak	1	225
17	Owen #9, 100' SE off patio	42	bur oak	1	350
18	Owen #8, 200' SE off patio	22	bur oak	1	175
	Day Use, picnic area south of tennis courts				
19	100' south of tennis courts	19	bur oak	1	150
20	200' SE of tennis courts	31	bur oak	1	250
21	250' SE of tennis courts	21	bur oak	1	175
22	80" SE of concrete pit toilet	24	bur oak	1	200
	Chokecherry cabins				
23	Chokecherry #2, back, 30' west off patio	16	bur oak	1	125
	Crawdad Creek, Landscaped waterway				
24	South end of sidewalk near switch back	37	bur oak	1	300
25	along sidewalk	39	bur oak	1	300
26	along sidewalk	40	bur oak	1	325
27	Cottonwood cabin, 6' off of SE end	26	walnut	1	200
	Goldenrod cabins				
28	Goldenrod #1, back, 60' west off back	23	red oak	1	175
29	Golden Rod #3, back, 50' off south end	23	walnut	1	175
30	Goldenrod #4, back, 50' off SE end	21	walnut	1	175

5911 Z1 Cost Proposal
Tree Trimming/Pruning/Removal at
Platte River State Park

	Wild Turkey Cabins				
31	Wild Turkey #1, 20' east off entrance	20	red oak	1	150
32	Wild Turkey #1, 75' off east side	20	red oak	1	150
33	Wild Turkey #2, 30' east off entrance	24	bur oak	1	200
34	Wild Turkey #2, 30' east off entrance	18	bur oak	1	150
35	Wild Turkey #3, 75' south off entrance	46	bur oak	1	375
36	Wild Turkey #6, 30' SW off entrance	20	bur oak	1	150
37	Wild Turkey #7, 45' south off entrance	30	bur oak	1	250
38	Wild Turkey #7, 120 south off entrance	13	bur oak	2	100 = 200
39	Wild Turkey Shelter, 40' south off end	22	bur oak	1	175
40	Wild Turkey Shelter, 50' south off end	23	bur oak	1	175
	Whitetail cabins				
41	Whitetail #2, back, 20' east off SE corner	19	bur oak	3	150 = 450
42	Whitetail #3, side, 10' north off side	20	bur oak	2	150 = 300
43	Whitetail #4, side, 10' east off side	28	bur oak	1	225
	Decker Creek Lodge				
44	25' feet off SE corner	44	bur oak	1	350
45	25' off north end	22	bur oak	1	175
46	40' off north end	26	bur oak	1	200
47	75' off north end	15	bur oak	1	125
48	40' off west side	23	bur oak	1	175
49	40' off west entrance	31	bur oak	1	250
	Trail betwn. Decker L. and Bison shelter				
50	west side of trail	23	bur oak	1	175
51	west side of trail	26	bur oak		200
	Bison Hollow Cookout area				
52	Bison Hollow Cookout area	18	bur oak	1	150
53	" "	25	bur oak	1	200
54	" "	24	bur oak	1	200
55	" "	18	bur oak	1	150
	Horse Trail, stables to Owen Crossing				
56	Trail	60	bur oak	1	500
57	Trail	40	bur oak	1	325
58	Trail	20	bur oak	1	175
59	Owen crossing	60	bur oak	1	500
	New glamping cabin area				
60	near glamping cabin site	20	red oak	1	150
61	near glamping cabin site	22	bur oak	1	175
62	near glamping cabin site	20	red oak	1	150
63	near glamping cabin site	20	bur oak	1	150
TOTAL TREE TRIMMING/PRUNING					$ 14,225—

5911 Z1 Cost Proposal
Tree Trimming/Pruning/Removal at
Platte River State Park

Estimated Trees to be **Removed** from Platte River State Park – **Orange Tags.**

Tree Number	Location	Estimated DBH inches	Species	Quantity	Bidder Price
	Near Owen Cabins:				
1	Owen #1, 50' south of entrance	14	dead, ash	1	100
2	Owen #2, just off NE corner	32	ash	1	375
3	Between Owen 2&3, 15' north of sidewalk	12	ash	1	100
4	Owen #3, 50' south of entrance	15	ash	1	100
5	Owen #4, near patio, 8' off east side	13	ash	1	100
6	Owen #4, 20' SW of entrance	17	ash	1	150
7	Owen #5, 15' off west side	12	bur oak	1	100
8	Owen #6, back, 15' off east back side	21	dead, ash	1	250
9	Owen #6, back, 15' off east back side	17	dead, ash	1	150
10	Owen #7, front, 5' north of front entrance	16	bur oak	1	125
11	Owen #9, front, 20' south of entrance	14	hackberry	1	100
12	Owen #12, 8' off north side	11	bur oak	1	100
13	Owen #13, back, 30' SE of back	22	bur oak	1	250
14	Owen #13, back, 30' SE off back	26	bur oak	1	300
15	Owen #12, back, 100' east off back	25	dead, bur oak	4	300 = 1200
16	Owen #9, 100 ' east off patio	18	dead, elm	1	150
17	Owen #8, 100' SE off patio	17	ash	1	150
18	Owen #8, 200 ' SE off patio	18	bur oak	1	150
19	Owen #8, 200 ' SE off patio	22	mulberry	1	250
20	Owen #4, 200' off back	20	dead, black cherry?	1	200
	Craft Cabin, just south of lake dam				
21	6' off SW corner of craft shelter	50	dead, cottonwood	1	600
	Day Use, picnic area south of tennis courts				
22	200' south of tennis courts	17	bur oak	1	150
23	250' south of tennis courts	24	bur oak	1	275
24	150' SE of concrete pit toilet	17	bur oak	1	150
25	80' east of concrete pit toilet	18	ash	1	150
	Amphitheatre				
26	80' west of amphitheater stage	19	dead, broken ash	1	175
	Red Cedar Cabins				
27	Red Cedar #4, 50' west of entrance	12	ash	1	100
28	Red Cedar #5, 20' west off back	16	ash	1	125
29	Red Cedar Shower/latrine building, 50' north	20	ash	1	200

5911 Z1 Cost Proposal
Tree Trimming/Pruning/Removal at
Platte River State Park

30	Red Cedar Shower/latrine building, 40' north	28	ash	1	300
31	Evergreen Cabin, 40'west	21	northern red oak	1	250
32	Chokecherry Cabin #1, back, 15' west off SW corner	26	ash	1	300
	Crawdad Creek, landscaped stream feature				
33	near sidewalk	22	mulberry	1	250
34	west across bridge, west side of sidewalk	21	dead, elm	1	250
35	west across bridge, west side of sidewalk	8	dead, ash	1	100
36	west across bridge, west side of sidewalk	11	ash	1	100
37	west across bridge, west side of sidewalk	18	dead, elm	1	150
	Golden Rod Cabins				
38	Golden Rod #1, back, 80' west off back	12	Walnut	1	100
39	Golden Rod #1, back, 100' west off back	19	ash	1	200
40	Golden Rod #2, back, 10' south of patio	16	ash	1	150
41	Golden Rod #2, back, 10' SW of patio	24	mulberry	2	250=500
42	Golden Rod #3, back, 50' off south end	17	Walnut	1	150
	Wild Turkey Cabins				
43	Wild Turkey #6, 38' SW off entrance	14	bur oak	1	100
44	Wild Turkey #7, 60' south off entrance	17	bur oak	1	150
45	Wild Turkey #7, 100' south off entrance	25	bur oak	1	250
46	Wild Turkey Shelter, 20' west of SW corner	15	bur oak	1	100
47	Meadowlark cabin, 15' SE off entrance	34	elm	1	400
48	Bison Hollow Cookout area, 100' north of cabin	34	dead, elm	1	400
	Horse Trail, stables to Owen Crossing				
49	100' SW of stables, near pedestrian bridge	16	mulberry	1	150
50	start of trailhead, north of stables	18	Linden	1	150
51	trail	38	bur oak	1	450
52	trail	19	oak, dead	1	175
53	trail	35	oak, dead	1	400

5911 Z1 Cost Proposal
Tree Trimming/Pruning/Removal at
Platte River State Park

54	trail	28	bur oak	1	350
55	trail	12	locust	1	100
56	trail	16	bur oak	1	100
57	trail	14	bur oak	1	100
58	trail	12	bur oak	1	100
59	trail	12	oak, dead	1	100
60	trail	13	oak, dead	1	100
	New Glamping Cabin Area				
61	near east glamping cabin	12	ash	1	100
62	behind east glamping cabin	12	bur oak	1	100
63	behind east glamping cabin	14	bur oak	1	100
64	along road to east glamping cabin	10	elm	1	100
65	along road to east glamping cabin	12	Walnut	1	100
66	Red Cedar Cabin Loop, south of Evergreen cabin, 100 feet south of road	30	dead, oak	1	350
TOTAL TREE REMOVAL					$ 13,650—

Total Cost for Tree TRIMMING/PRUNING and Removal Project: $27,875—

5911 Z1 Cost Proposal
Tree Trimming/Pruning/Removal at
Platte River State Park

OPTIONAL SERVICES WILL NOT BE EVALUATED FOR AN AWARD, THESE ARE OPTIONAL SERVICES THAT THE AGENCY CAN UTILIZE FOR ADDITIONAL WORK AS NEEDED DURING THE CONTRACT PERIOD.

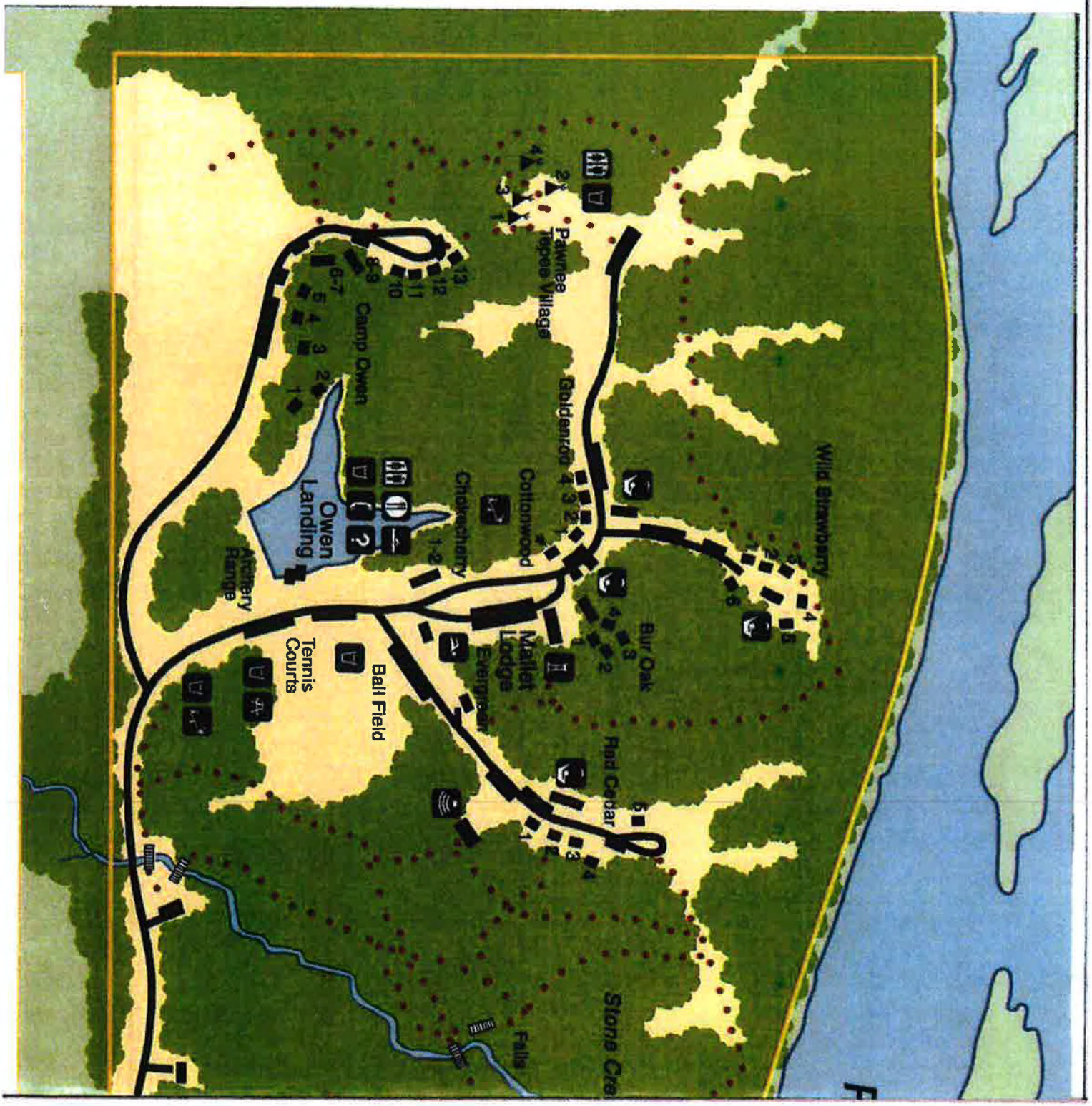
OPTIONAL: ADDITIONAL TRIMMING/PRUNING PER TREE

APPROXIMATE SIZE DBH INCHES	COST PER TREE
10-15	100
16-20	150
21-25	175
26-30	225
31-40	300
41-50	375

OPTIONAL: ADDITIONAL REMOVAL PER TREE

APPROXIMATE SIZE DBH INCHES	COST PER TREE
10-15	100
16-20	150
21-25	225
26-30	325
31-40	400
41-50	600

ATTACHMENT ONE



Attachment Two
Map Two

ADDENDUM ONE CHANGE IN SCOPE

Date: August 29, 2018

To: All Bidders

From: Annette Walton / Dianna Gilliland, Buyers
AS Materiel, State Purchasing Bureau

RE: Addendum One for Request for Proposal Number 5911 Z1to be opened September 27, 2018 at 2:00 p.m. Central Time

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Scope of Addendum

Section V. D. 1. A. will be superseded and replaced with the following:

The awarded Contractor may employ any felling cuts as needed to direct the fall of a tree to inflict the least possible damage to turf, roadways or surrounding vegetation. Once all directional and felling cuts are performed and the tree safely on the ground, the remaining stump shall be cut horizontally to a height no greater than 12 inches from the surrounding ground grade. If the grade is sloped, the remaining stump shall be no greater than 12 inches high on the up slope side. Upon safely felling the tree, the awarded Contractor will be required to buck/cross cut any large trunks and/or branches to a manageable size to facilitate the park staff to move such large diameter wood off of roads, trails or camping pads. The onsite Park Superintendent will communicate to the Contractor what a "manageable size" is defined as. This decision will be based on the Parks available equipment to remove large diameter wood off of roads, trails or camping pads. No additional clean-up is required. Contractor should then remove the orange numbered tags from the felled treed and nail to the remaining stump.

Section V. D. 10. will be superseded and replaced with the following:

Contractor should leave the yellow numbering tags on the tree after their work is completed. Park Superintendent or Agency Horticulturist will inspect the work completed before any payment or final payment can be submitted.

Cost proposal has been revised to remove two trees from the tree removal list. Please see revised Cost Proposal.

This addendum will become part of the ITB/proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM TWO

Date: September 7, 2018

To: All Bidders

From: Annette Walton / Dianna Gilliland, Buyers
AS Materiel, State Purchasing Bureau

RE: Addendum Two for Request for Proposal Number 5911 Z1to be opened September 27, 2018 at 2:00 p.m. Central Time

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Scope of Addendum

Cost proposal has been revised. Please see attached revised Cost Proposal.

This addendum will become part of the ITB/proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM THREE QUESTIONS and ANSWERS

Date: September 11, 2018

To: All Bidders

From: Annette Walton/Dianna Gilliland, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5911 Z1 to be opened September 27, 2018 at 2:00 P.M. Central Time.

Questions and Answers

No questions were received for Request for Proposal Number 5911 Z1.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

Project: Tree Trimming / Pruning and Removal at Platte River State Park.

Firm: _____

Estimated Trees to be **Trimmed/Pruned** at Platte River State park – **Yellow Tags**

Tree Number	Location	Estimated DBH inches	Species	Quantity	Bidder Price
	Owen Cabins				
1	Owen #1, back, near SE corner	40	red oak	1	
2	Owen #1, back, near NE corner	34	bur oak	1	
3	Between Owen #1 and #2,	27	bur oak	1	
4	Owen #2, front, 20' north off entrance	32	bur oak	1	
5	Owen #3, 10' off east side	27	bur oak	1	
6	Owen #3, 10' off west side	18	bur oak	1	
7	Owen #3, 20' west off entrance	16	bur oak	2	
8	Owen #5, 6' off west side	15	bur oak	1	
9	Owen #8, 30' west off entrance	25	bur oak	1	
10	Owen #8, 15' north off entrance	27	bur oak	1	
11	Owen #9, front, 3' off entrance deck	46	bur oak	1	
12	Owen #11, back, 12' off SE corner	42	bur oak	1	
13	Owen #11, 15' south off entrance	25	bur oak	1	
14	Owen #11, 30' west off entrance	21	ash	1	
15	Owen #12, 20' south off entrance	33	bur oak	1	
16	Owen #13, 30' north off entrance	28	bur oak	1	
17	Owen #9, 100' SE off patio	42	bur oak	1	
18	Owen #8, 200' SE off patio	22	bur oak	1	
	Day Use, picnic area south of tennis courts				
19	100' south of tennis courts	19	bur oak	1	
20	200' SE of tennis courts	31	bur oak	1	
21	250' SE of tennis courts	21	bur oak	1	
22	80" SE of concrete pit toilet	24	bur oak	1	
	Chokecherry cabins				
23	Chokecherry #2, back, 30' west off patio	16	bur oak	1	
	Crawdad Creek, Landscaped waterway				
24	South end of sidewalk near switch back	37	bur oak	1	
25	along sidewalk	39	bur oak	1	
26	along sidewalk	40	bur oak	1	
27	Cottonwood cabin, 6' off of SE end	26	walnut	1	
	Goldenrod cabins				
28	Goldenrod #1, back, 60' west off back	23	red oak	1	
29	Golden Rod #3, back, 50' off south end	23	walnut	1	
30	Goldenrod #4, back, 50' off SE end	21	walnut	1	

	Wild Turkey Cabins				
31	Wild Turkey #1, 20' east off entrance	20	red oak	1	
32	Wild Turkey #1, 75' off east side	20	red oak	1	
33	Wild Turkey #2, 30' east off entrance	24	bur oak	1	
34	Wild Turkey #2, 30' east off entrance	18	bur oak	1	
35	Wild Turkey #3, 75' south off entrance	46	bur oak	1	
36	Wild Turkey #6, 30' SW off entrance	20	bur oak	1	
37	Wild Turkey #7, 45' south off entrance	30	bur oak	1	
38	Wild Turkey #7, 120 south off entrance	13	bur oak	2	
39	Wild Turkey Shelter, 40' south off end	22	bur oak	1	
40	Wild Turkey Shelter, 50' south off end	23	bur oak	1	
	Whitetail cabins				
41	Whitetail #2, back, 20' east off SE corner	19	bur oak	3	
42	Whitetail #3, side, 10' north off side	20	bur oak	2	
43	Whitetail #4, side, 10' east off side	28	bur oak	1	
	Decker Creek Lodge				
44	25' feet off SE corner	44	bur oak	1	
45	25' off north end	22	bur oak	1	
46	40' off north end	26	bur oak	1	
47	75' off north end	15	bur oak	1	
48	40' off west side	23	bur oak	1	
49	40' off west entrance	31	bur oak	1	
	Trail betwn. Decker L. and Bison shelter				
50	west side of trail	23	bur oak	1	
51	west side of trail	26	bur oak		
	Bison Hollow Cookout area				
52	Bison Hollow Cookout area	18	bur oak	1	
53	" "	25	bur oak	1	
54	" "	24	bur oak	1	
55	" "	18	bur oak	1	
	Horse Trail, stables to Owen Crossing				
56	Trail	60	bur oak	1	
57	Trail	40	bur oak	1	
58	Trail	20	bur oak	1	
59	Owen crossing	60	bur oak	1	
	New glamping cabin area				
60	near glamping cabin site	20	red oak	1	
61	near glamping cabin site	22	bur oak	1	
62	near glamping cabin site	20	red oak	1	
63	near glamping cabin site	20	bur oak	1	
TOTAL TREE TRIMMING/PRUNING					**$**

Estimated Trees to be **Removed** from Platte River State Park – **Orange Tags.**

Tree Number	Location	Estimated DBH inches	Species	Quantity	Bidder Price
	Near Owen Cabins:				
1	Owen #1, 50' south of entrance	14	dead, ash	1	
2	Owen #2, just off NE corner	32	ash	1	
3	Between Owen 2&3, 15' north of sidewalk	12	ash	1	
4	Owen #3, 50' south of entrance	15	ash	1	
5	Owen #4, near patio, 8' off east side	13	ash	1	
6	Owen #4, 20' SW of entrance	17	ash	1	
7	Owen #5, 15' off west side	12	bur oak	1	
8	Owen #6, back, 15' off east back side	21	dead, ash	1	
9	Owen #6, back, 15' off east back side	17	dead, ash	1	
10	Owen #7, front, 5' north of front entrance	16	bur oak	1	
11	Owen #9, front, 20' south of entrance	14	hackberry	1	
12	Owen #12, 8' off north side	11	bur oak	1	
13	Owen #13, back, 30' SE of back	22	bur oak	1	
14	Owen #13, back, 30' SE off back	26	bur oak	1	
15	Owen #12, back, 100' east off back	25	dead, bur oak	4	
16	Owen #9, 100 ' east off patio	18	dead, elm	1	
17	Owen #8, 100' SE off patio	17	ash	1	
18	Owen #8, 200 ' SE off patio	18	bur oak	1	
19	Owen #8, 200 ' SE off patio	22	mulberry	1	
20	Owen #4, 200' off back	20	dead, black cherry?	1	
	Craft Cabin, just south of lake dam				
21	6' off SW corner of craft shelter	50	dead, cottonwood	1	
	Day Use, picnic area south of tennis courts				
22	200' south of tennis courts	17	bur oak	1	
23	250' south of tennis courts	24	bur oak	1	
24	150' SE of concrete pit toilet	17	bur oak	1	
25	80' east of concrete pit toilet	18	ash	1	
	Amphitheatre				
~~26~~	~~80' west of amphitheater stage~~	~~19~~	~~dead, broken ash~~	~~1~~	-No bid needed
	Red Cedar Cabins				
27	Red Cedar #4, 50' west of entrance	12	ash	1	
28	Red Cedar #5, 20' west off back	16	ash	1	

29	Red Cedar Shower/latrine building, 50' north	20	ash	1	
30	Red Cedar Shower/latrine building, 40' north	28	ash	1	
31	Evergreen Cabin, 40'west	21	northern red oak	1	
32	Chokecherry Cabin #1, back, 15' west off SW corner	26	ash	1	
	Crawdad Creek, landscaped stream feature				
33	near sidewalk	22	mulberry	1	
34	west across bridge, west side of sidewalk	21	dead, elm	1	
35	west across bridge, west side of sidewalk	8	dead, ash	1	
36	west across bridge, west side of sidewalk	11	ash	1	
37	west across bridge, west side of sidewalk	18	dead, elm	1	
	Golden Rod Cabins				
38	Golden Rod #1, back, 80' west off back	12	Walnut	1	
39	Golden Rod #1, back, 100' west off back	19	ash	1	
40	Golden Rod #2, back, 10' south of patio	16	ash	1	
41	Golden Rod #2, back, 10' SW of patio	24	mulberry	2	
42	Golden Rod #3, back, 50' off south end	17	Walnut	1	
	Wild Turkey Cabins				
43	Wild Turkey #6, 38' SW off entrance	14	bur oak	1	
44	Wild Turkey #7, 60' south off entrance	17	bur oak	1	
45	Wild Turkey #7, 100' south off entrance	25	bur oak	1	
46	Wild Turkey Shelter, 20' west of SW corner	15	bur oak	1	
47	Meadowlark cabin, 15' SE off entrance	34	elm	1	
48	Bison Hollow Cookout area, 100' north of cabin	34	dead, elm	1	
	Horse Trail, stables to Owen Crossing				
49	100' SW of stables, near pedestrian bridge	16	mulberry	1	
50	start of trailhead, north of stables	18	Linden	1	
51	trail	38	bur oak	1	
52	trail	19	oak, dead	1	
53	trail	35	oak, dead	1	
54	trail	28	bur oak	1	
55	trail	12	locust	1	
56	trail	16	bur oak	1	
57	trail	14	bur oak	1	
58	trail	12	bur oak	1	

59	trail	12	oak, dead	1	
60	trail	13	oak, dead	1	
	New Glamping Cabin Area				
~~61~~	~~near east glamping cabin~~	~~12~~	~~ash~~	~~1~~	No bid needed
62	behind east glamping cabin	12	bur oak	1	
63	behind east glamping cabin	14	bur oak	1	
64	along road to east glamping cabin	10	elm	1	
65	along road to east glamping cabin	12	Walnut	1	
66	Red Cedar Cabin Loop, south of Evergreen cabin, 100 feet south of road	30	dead, oak	1	
TOTAL TREE REMOVAL					**$**

Total Cost for Tree TRIMMING/PRUNING and Removal Project: $_____

OPTIONAL SERVICES WILL NOT BE EVALUATED FOR AN AWARD, THESE ARE OPTIONAL SERVICES THAT THE AGENCY CAN UTILIZE FOR ADDITIONAL WORK AS NEEDED DURING THE CONTRACT PERIOD.

OPTIONAL: ADDITIONAL TRIMMING/PRUNING PER TREE

APPROXIMATE SIZE DBH INCHES	COST PER TREE
10-15	
16-20	
21-25	
26-30	
31-40	
41-50	

OPTIONAL: ADDITIONAL REMOVAL PER TREE

APPROXIMATE SIZE DBH INCHES	COST PER TREE
10-15	
16-20	
21-25	
26-30	
31-40	
41-50	