**EXHIBIT 1**

**BID PROPOSAL FORM**

To: Town of Benton

Town Clerk

1279 Clinton Avenue

Benton. ME 04901

In compliance with your Notice to Bidders, Invitation to Bid, and Instructions to Bidders, all dated **April 17, 2018** the undersigned proposes and agrees as follows:

1. To furnish the following scope of work and according to the specifications provided in the   
   **Exhibit 3, Town of Benton Contract for Services, Rider A** and provided and incorporated herein as **Appendix A**.
2. The only person or persons interested in the bids as set forth herein as principal or as principals is or are named and no other person who is not mentioned herein has any interest in this proposal or the contract to be entered into. This proposal is made without connection with any other person or persons, companies or parties making a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.
3. The names and addresses of all persons interested in this bid as principals are as follows:

a. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

b. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

1. Bid Proposal
2. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
3. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
4. Failure to provide the requested information and to follow the required cost response format provided in this Section may result in the exclusion of the Response from consideration, at the discretion of the Town. You can add rows required to insert additional information for pricing purposes.
5. Respondents’ are encouraged to provide additional price incentives for multi-year award or with renewals.
6. Pricing will be guaranteed by the Respondent for the term of the Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **PRICING** | | |
| **Yard Care & Maintenance Description** | **Year 1** | **Year 2** | **Year 3** |
| Benton Cemetery |  |  |  |
| Benton Park |  |  |  |
| Benton Town Office |  |  |  |
| **Total** |  |  |  |

\*Terms for payment are provided in **Exhibit 3 Town of Benton Contract for Services.**

1. The undersigned has examined the Exhibit 3, Town of Benton, Contract for Services document regarding this bid, and has informed itself of all of the terms and conditions included and set forth in said Agreement.

**SIGNATURES** *(Repeat as Needed):*

LEGAL NAME (Name of Entity Bidding): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

(signature)

Name:

(print or type)

Title:

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

LEGAL NAME (Name of Entity Bidding): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY:

(signature)

Name:

(print or type)

Title:

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

**APPENDIX A**

**SCOPE OF WORK TO BE PERFORMED**

The Contractor agrees to the **Scope of Work to be Performed** as follows:

**SCOPE OF WORK**

Contractor agrees to perform seasonal mowing, trimming, lawn care, tree and shrub pruning and maintenance of Town-maintained cemeteries, Benton Park and Benton Town Office.

**Maintenance Requirements:**

1. Commence maintenance in May 2018, or as soon as the weather permits.
2. Cemeteries shall be mowed and cleared of debris no later than the Thursday prior to Memorial Day.
3. Cemeteries and public grounds shall be kept mowed, trimmed, tree and shrub pruning and clear of debris throughout the contract year.
4. Duties for the Town shall precede private contracts, except in emergency situations.
5. All maintenance shall be completed in accordance with Federal, State and Local rules and regulations, including but not limited to the Town of Benton Cemetery Ordinance.

**PROPERTY DAMAGE**

Contractor agrees to reimburse the Town for the replacement or repair of any Town Property or Cemetery stones or markers which are damaged by the Contractor. Contractor agrees to use Town approved Contractors to do these repairs.

**EQUIPMENT REQUIREMENT(S)**

The Contractor must possess and maintain appropriate equipment necessary to maintain properties and carry out responsibilities of the Agreement. As part of the bid submission the Contractor must furnish the equipment listed in its “**BID FOR Benton Cemetery, Park, and Town Office Yard Care**”. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject any and all equipment that is used to perform the Work.

**PERFORMANCE TERMS AND CONDITIONS**

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Town. If the Town Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the Town reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify Town in writing and in advance whenever there is a change to that single point of contact.
3. **Other Conditions:** The Contractor shall ensure staff and subcontractors;
   1. Perform required duties for the Town prior to their private contracts.
   2. Follow priorities set by Municipal Officers.

**PRICING**

Pricing will be valid for the term of the Agreement.

**APPENDIX B**

**ORGANIZATION QUALIFICATIONS, EXPERIENCE AND REFERENCES**

The following information is required. Any response submitted without the answers to the questions and a minimum of three (3) references shall be considered non-responsive to the Invitation to Bid.

1. Organization, Qualifications and Experience Questions - The evaluation team will use a consensus approach to evaluate and assign evaluation points.
   1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
   2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.
   3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
2. References - Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein. We strongly prefer references from municipalities of similar in size and requirements to the Town of Benton.

|  |  |
| --- | --- |
| **REFERENCE #1** | |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |  |
| --- | --- |
| **REFERENCE #2** | |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |

|  |  |
| --- | --- |
| **REFERENCE #3** | |
| Institution/Company Name |  |
| Contact Name |  |
| Contact Title |  |
| Contact Phone Number |  |
| Contact eMail Address |  |
| Relationship Length |  |