

## 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, the undersigned proposes and agrees as follows:

1. To furnish the following scope of work and according to the specifications provided in the **Exhibit 2, 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. \_\_\_\_\_;
4. Bid Proposal
  - a. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
  - b. 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.
  - c. 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.
  - d. Respondents’ are encouraged to provide additional price incentives for multi-year award or with renewals.
  - e. Pricing will be guaranteed by the Respondent for the term of the Agreement.

Timeframe	Invoice Amount
December 21, 2022 – December 31, 2022	
January 2023	
February 2023	
March 2023	

\*Terms for payment are provided in **Exhibit 2 Town of Benton Contract for Services**.

5. The undersigned has examined the Exhibit 2, 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 snow management service specifications include;

1. Contract to provide snow removal and salting and sanding of the:
  - Town Office walkways,
  - Town Office mailbox, and
  - 31 fire hydrants located in the Town of Benton.
2. Contractor shall commence snow removal on Town Office walkways at a trigger depth of 0" during Town Office hours. The contractor will be responsible for tracking snow events and initiating snow operations.
3. Contractor shall continue to carryout sidewalk snow removal operations for the duration of the snow event for walkways, mailbox and fire hydrants, while maintaining a maximum allowance of 1" accumulation. This applies to typical snow events and may be affected during heavy snow events.
4. Contractor shall ensure that walkways are cleared of snow and ice prior to 7 AM as well as 5 PM. The exception would be if the snow event is still producing snow during specified hours in which the contractor to the best of his ability will maintain the least amount of accumulation possible on all surfaces.
5. Contractor shall push all snow from walkways to designated snow storage areas. Designated snow storage areas will be utilized to store as much snow volume as possible.
6. Contractor may use sand from Town's sand shed for maintaining areas noted in this specification. Town will also provide salt to help reduce impact of ice on walkways.
7. Contractor agrees to use sand and salt for all included walkways.
8. Contractor agrees to provide 24-hour contact information to the Road Commissioner. All requests for service will be provided a proper response within 60 minutes from request being made.
9. Contractor shall maintain a 0 tolerance for snow and ice and shall apply salt or salt sand as needed.

### **EQUIPMENT REQUIREMENTS**

Contractor agrees to provide all necessary equipment to perform this contract in an efficient and effective manner. 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.

Required minimum equipment list:

- Snow blowing machine
- Truck with plow
- Shovels

### **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;
  - A. Perform required duties for the Town prior to their private contracts.
  - B. Follow priorities set by Municipal Officers.
  - C. The Contractor shall ensure all personal and business amounts recorded in the Town's financial system which are paid by bill due date; including real estate taxes, personal property taxes, public sewer utilities, and any existing fines. This will be reviewed annually on September 1st, Town Treasurer will provide report summarizing the amounts due, each category will be listed separately with the amount owed. Contractor will have Thirty (30) days to resolve remaining amounts owed or the Contractor will be in breach of the Agreement which will result in the termination of the Agreement.

#### **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.
  - a. 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?
  - b. 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.
  - c. 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	