

**Maine Public Employees Retirement System
Request for Proposals 2024-010
Landscape Maintenance and Snow Removal Services**

1. **About:** The Maine Public Employees Retirement System (MainePERS) is a quasi-governmental agency operating in Augusta, Maine. For more information about MainePERS please visit our website at www.maineopers.org.
2. **Scope:** The objective of this Request for Proposals (“RFP”) is for MainePERS to procure landscape maintenance and snow removal services.
3. **Definition of Parties:** Respondents to this Request for Proposal (RFP) will hereinafter be referred to as “Bidders,” and the Bidder to whom the contract is awarded will hereinafter be referred to as the “Contractor.”
4. **Description of Requirements:** Attachment A describes the products and/or services to be provided by the Contractor to MainePERS pursuant to this RFP.
5. **Terms of Contract:** The Contractor will be required to enter into MainePERS’ standard contract, a copy of which may be found at Attachment B.
6. **Insurance:** For the duration of the contract, the Contractor will be required to obtain, maintain, and provide proof of the following minimum insurance coverage unless MainePERS agrees that the Contractor should be exempt from this requirement or subject to a lesser minimum insurance coverage:
 - a. Comprehensive or Commercial General Liability - \$2,000,000; and
 - b. Workers’ compensation coverage as required by the insurance laws of the State of Maine.
7. **Qualifications:** Each Bidder must demonstrate a minimum of five years of experience in the business of providing the services and products described in this RFP and have access to appropriate resources to perform as necessary to meet the obligations of this RFP.
8. **Substantive Questions:** All substantive questions must be voiced during the Bidders’ Conference (see below) or submitted in writing via e-mail to RFP@maineopers.org no later than 5:00 p.m. EDT on July 18, 2024. We anticipate issuing answers to substantive questions on or before July 23, 2024.
9. **Bidders’ Conference:** A mandatory on-site Bidders’ conference for this RFP will be held at MainePERS, 139 Capitol St., Augusta, Maine at 11 a.m. EDT on July 15, 2024. Participants are asked to register in advance for this conference by calling (207) 512-3292 no later than 5:00 p.m. on July 12, 2024. A Bidder who fails to register by the given date and time may not participate in the conference. During the conference, questions may be asked regarding the RFP. MainePERS may provide answers to questions at that time or provide a written response. All participants in the Bidders’ conference will receive a copy of any written response to questions.
10. **Evaluation Committee:** An Evaluation Committee or person will review, evaluate and score all proposals. Following a preliminary review of all proposals submitted by the deadline, the Evaluation Committee or person may or may not interview those Bidders whose proposals have received the highest scores. The interview would be an opportunity

for a Bidder to respond to questions and to clarify its proposal. It will not be an opportunity for the Bidder to submit new information not included in the proposal. If interviews of the top scoring Bidders are conducted, the Evaluation Committee or person will conduct a post-interview review of the proposals and any further clarification as conveyed through the interview process. Bids will be evaluated using the following weighted criteria:

CRITERIA	WEIGHT
Services Provided	35%
Experience	30%
References	10%
Price	25%
Total	100%

11. **Proposal Package:** Proposals must be submitted by email and include the following:

- a. Transmittal email which shall include:
 - i. Name and address of the Bidder;
 - ii. Name, title, telephone number, and email address of the contact person for the Bidder;
 - iii. A statement that the proposal is in response to this Request for Proposal; and
 - iv. The Bidder's federal tax I.D. number.

- b. As an attachment to the transmittal email, a PDF file containing the substance of the proposal, including the following mandatory items:
 - i. An executive summary of the proposal;
 - ii. A description of the Bidder's business, a summary of the Bidder's experience (including any experience with MainePERS); any other information that the Bidder believes is material to its qualifications; and at least three recent references for whom the Bidder has provided similar services;
 - iii. A statement that all provisions of Attachment B are acceptable or specifically state any objections to any provisions; and
 - iv. Attachment C Price Sheet.

- c. All proposals are due no later than 2:00 p.m. EDT on July 31, 2024. Proposals received after 2:00 p.m. will not be considered. Proposals must be submitted by email to RFP@mainepers.org. Mailed, faxed, or hand delivered proposals will not be considered. Bidders will receive an email acknowledging receipt of their proposal. A Bidder who has submitted a proposal and not received an acknowledgment should call (207) 512-3292.

12. **Freedom of Access:** Proposals and any other communications received from Bidders are subject to Maine's Freedom of Access law, 1 M.R.S. ch. 13. If a Bidder believes that a portion of its proposal is exempt from public disclosure under that law, the Bidder must specifically identify that portion and the exemption. Blanket designation of an entire proposal as confidential is ineffective.

13. **Award:** The contract will be awarded to the Bidder whose proposal receives the highest score following the final review.

- 14. **Award Notification:** All Bidders will be notified of the award decision in writing. MainePERS will initiate contract negotiations with the selected Bidder. Should MainePERS be unable to reach an acceptable contract agreement with the selected Bidder, MainePERS reserves the right to withdraw the award and to make an award in favor of the Bidder whose proposal received the next highest score.
- 15. **Rights of MainePERS:** The Request for Proposal does not commit MainePERS to award a contract. MainePERS reserves the right to accept or reject any or all proposals received. MainePERS reserves the right not to check any or all references. MainePERS has the right to interview any or all Bidders after the RFP deadline. MainePERS may also cancel or amend this Request for Proposal in part or in its entirety.
- 16. **Timeline for this RFP:** MainePERS has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of MainePERS.

EVENT	DATE
RFP Issued	July 3, 2024
Register for Bidders' Conference	July 12, 2024
Bidders' Conference	July 15, 2024
Deadline for Questions	July 18, 2024
Questions Answered	July 23, 2024
Proposal Due Date	July 31, 2024
Evaluation of Proposals	August 5, 2024
Execution of Contract	August 9, 2024
Contract Start Date	November 1, 2024

Attachment A
Specifications of Work to be Performed
and Products to be Provided

Snow and Ice Removal

Copies of a civil engineering plot plan for 139 Capitol St. will be provided at the Bidders' conference by MainePERS.

MainePERS Expectations

Contractor will ensure continuous, unobstructed safe passage into and out of the premises for all vehicles and pedestrians throughout all snow or ice events. Contractor will make frequent service visits during the weather event, applying a generous quantity of ice melt to all stairs, walkways, drive areas and parking areas. Contractor will ensure all stairs, walkways, drive areas and parking spaces are free of ice patches caused by but not limited to "refreeze" and freezing rain. Contractor will perform haul-away and touchup/pushback services during off business hours, unless directed differently by MainePERS. Contractor will utilize snow dump areas to their fullest. Contractor must understand the safety of our staff and visitors is of the highest priority.

Overview of Service Areas

- There are two asphalt parking lots; one accessed from Florence St. (west) and the other accessed from Capitol St. (east).
- On the north side of the building, extending west to east there is an asphalt walkway that provides egress from an emergency door to the east side parking lot.
- There are a set of stairs on the north side of the building, extending from the west side parking lot to the lower level double doors and the D.H.H.S. parking lot. (The D.H.H.S. parking lot is not part of the service area.)
- On the west side of the building, there are two entrances, a large paved area and multiple walkways.
- On the east side of the building is the receiving area with double doors, wide entry way and multiple walkways.
- On the southeast side of the building, there are multiple walkways extending from the building to a Capitol St. walkway. (The Capitol St. walkway is not part of the service area.)
- The west side parking lot vehicle egress to Florence St. is a double lane with an island between.
- Proper clearance around the generator which sits on the north side of the building. This includes a clear walking path to the D.H.H.S. parking lot. As noted, the D.H.H.S. parking lot is not part of the service area covered by this RFP.

Service Requirements

- Contractor and MainePERS will exchange all relevant, up-to-date, contact and cell phone information.
- Contractor will automatically start services once snow accumulation reaches or is

anticipated to reach one inch, and take action prior to expected ice and snow events such as, but not limited to, pre-treatment of walkways, drive areas and parking.

- Contractor will be responsible for prepping the property for the snow/ice season; such as, but not limited to, the installation of markers. Contractor will be responsible for collecting and removing markers at the end of snow/ice season.
- In the event the Contractor damages the property, the Contractor is responsible for all costs associated with correcting the damaged site. Repairs or replacement will be completed in a timely manner, relevant to circumstances and MainePERS discretion. To insure the damage has been fully corrected, MainePERS will perform a final inspection. Before the snow/ice season begins, it is suggested that the Contractor provide photos of pre-existing property damage to MainePERS prior to service.
- Contractor will notify Contract Administrator of any hazardous conditions that may exist.
- Monday through Friday, all walkways, stairs, ramps and parking areas will be maintained by Contractor free and clear of ice and snow starting no later than 6:00 a.m. throughout the day until after 5:00 p.m..
- On Saturdays and Sundays, the Contractor is to ensure a safe means of travel to and from the building including driving lanes, sidewalks, steps and parking spaces close to the building by no later than 8:00 a.m. and throughout the day until 6:00 p.m..
- Contractor will perform "ice watch" duty when the possibility of ice formation exists and respond in order to eliminate all hazardous conditions. During periods when ice is present, Contractor is at all times to respond promptly to ensure that all areas, walkways, ramps and stairs have been treated to allow safe passage for traffic and pedestrians.
- The Contractor will remove all snow to the full width and length of the parking lot, walkways and drive areas.
- Contractor will place snow in locations to ensure line of sight is not blocked or inhibited at driveways, walkways, parking spaces, fire lanes and handicapped spaces. Vehicles occupying parking spaces are not to be plowed or blocked in.
- Contractor will place/pile/store snow at strategic locations and will avoid occupying valuable drive lanes, parking and walkways areas, and not store, deposit, or bank snow against any curbing or walkways. Contractor will provide after-hours services to remove heavy snow accumulation around the parking lot, walkway, and drive areas.
- Contractor will not apply sand or treated sand mix, but will utilize chemicals on sidewalks to treat ice/snow conditions that will not damage pavers, brick, concrete or other material and shall be assumed to be the material of choice unless approval is obtained from the Contract Administrator for use of an alternate material by the Contractor prior to application thereof.
- Contractor will provide all personnel, equipment, tools, supplies, supervision and other items and services necessary in providing reliable responsive snow removal services for MainePERS.
- It is MainePERS' expectation that all walkways, parking and drive areas be brought down to bare pavement or concrete after each snow and ice event.
- A copy site plan / civil engineering drawing will be provided to those contractors present at the mandatory Bidders' Conference, Please see site plan showing the 139 Capitol Street property, showing snow dump location, all walkways, and drive and parking areas for reference.
- Contractor will plow from Capitol St. through Florence St. to the west parking lot on an as need basis, to insure unobstructed passage.

- Contractor will utilize an area off the northeast end of the Florence St. parking lot to deposit snow.
- Contractor will maintain the location, to ensure there is ample room to support all the residue snow from the Florence St. parking area and walkway (see the snow dump location on the site plan).
- If needed, Contractor will remove snow from grounds to an alternate dump location after using on site locations to their fullest, subject to MainePERS discretion and approval.
- Contractor will plow and de-ice, with salt as the primary ice control, east and west parking lots (extra care shall be taken to remove snow and ice from handicapped parking areas and at entrances extending out 40 feet).
- Contractor will shovel and de-ice the walkway on the north side of the building leading away from the emergency exit.
- Contractor will shovel and de-ice the patio, doorway and around HVAC equipment on the northeast side (move snow away from HVAC equipment).
- Contractor will shovel appropriate clearance around the generator located north of the building; shovel a 30" path from the generator to the DHHS parking lot. A plan will be provided at the bidder's conference.
- Contractor will shovel and de-ice the walkway and ramps leading to Capitol St. from east side entrance.
- Contractor will shovel and de-ice the west side entrance, all walkways, and ramps.
- Contractor will shovel and de-ice the west side walkways leading to Capitol Street.
- Contractor will Shovel and de-ice the northwest walkways and mechanical room entrances.
- Contractor will push snow back from the corners of Capitol Street and Florence Street.

Landscaping and Grounds Maintenance

Copies of a site plan/civil engineering plot plan for 139 Capitol St. will be provided at the Bidders' Conference by MainePERS.

MainePERS Expectations

It is MainePERS expectations that the 139 Capitol Street property maintain a clean, well groomed, professional appearance at all times.

In the event the Contractor damages any property; the Contractor is responsible for all costs associated with fixing/ correcting the damage. It is MainePERS expectation that all damaged areas be brought back to original, if not better condition. All repairs will be completed in a timely manner, relevant to circumstances and MainePERS discretion. Contractor will notify MainePERS when repairs are complete. To insure the damage has been fully corrected, MainePERS will perform a final inspection to ensure all expectations are met. It is suggested that the Contractor provide photos of the property prior to service.

Service will start in April/May and continue through the end of the growing season, generally to the middle of November. The contractor is expected to perform weekly site visits to insure the property is maintained properly throughout the growing season. Some services may need to

be performed during off business hours (Monday through Thursday daily 5:30 p.m.-7:00 a.m. and Friday 5:30 p.m. Through Monday 7:00 a.m.).

Spring Cleanup

Contractor shall provide a cleanup in April or May, including the following:

- Provide a quality service.
- Clean all parking lots and walkways and their perimeters. Remove all debris such as leaves, branches, sand, salt, paper etc.
- Clean, rake and dethatch all turf areas.
- Clean and weed all pre-existing mulch areas.
- Edge all mulch beds, curbing and walkways.
- Repair turf and mulch beds.
- Trim and remove dead growth from all shrubs and low-lying plants and trees.
- All debris will be disposed of offsite.

Mulch Installation

Contractor shall install mulch to all preexisting mulch beds in April or May, including the following.

- Contractor will provide a sample of the quality black mulch to MainePERS prior to installation for pre-approval. Contractor will wait for approval before installation.
- The approved mulch will be applied to prepared mulch beds at no less than 2 inches thickness.
- Contractor will install mulch evenly and smoothly, not flush to the turf edges.
- Clean up all mulch remnants from all non-directed areas, turfs, walks, parking etc.
- To ensure the health of plants, Contractor will remove mulch build up on an as needed basis prior to new mulch installation

Turf, Tree, Shrub and Plant Care

Contractor shall provide a quality grass cutting and trimming program, including the following:

- Cut grass at the appropriate height, to ensure turf maintains a healthy well-groomed appearance throughout the year.
- Contractor will not allow grass to encroach on walkways, parking/drive areas and curbing.
- Trim around all obstacles, borders, and fences not causing property damage.
- As grass mulching is a desirable practice, ensure no grass clumps, or heavy clippings are left on turf surfaces or deposited in mulch beds, or on walkways and parking areas.
- Pick up all trash, leaves and debris from turf before mowing weekly, throughout the growing season.
- Move lawn accessories to the side and place them back to their original position.
- On an as needed basis, control the vegetation height along parking lot perimeters and steep embankments. These areas should still have a well-manicured

appearance.

- All shrubbery and plant material will be pruned on an as needed basis, but not less than once a year.
- All services will be performed at the appropriate time of the season, keeping in mind plant aesthetics and healthy plant care practices.
- Program will include pest control management.
- All debris will be picked up and disposed of off-site.
- Some services may need to be performed during off business after hours.

Lawn Treatment and Weed Control Program

Contractor will provide MainePERS with S.D.S. (Safety Data Sheet) of all chemicals that will be applied on the property, before being applied to the property, and will apply chemicals before or after business hours.

- All mulch beds will be maintained weed free.
- All walkways, drive areas, and parking lots will be maintained weed free.
- Lawn Treatment program expectations:
 - Provide a service to insure turf looks good and healthy at all times utilizing:
 - Pest controls (insect, weed, mold, etc.)
 - Fertilizers
 - Soil treatments (lime, gypsum, etc.)
 - Needed mechanical treatments
- Repair damaged turf areas as needed.

Fall Cleanup

Contractor shall provide this program, including the following:

- Some services may need to be performed during off business hours.
- Leaf pickup will be performed throughout the full leaf drop season.
- All turf and rough grass areas, and walks, drive and parking areas will be maintained weekly.
- Final cleanup will take place after final leaf drop.
 - Clean all turf and rough grass areas, walkways, drive and parking lots areas, and all mulch beds.
 - Trim back all perennial plants.
 - Prune plants, as needed.

Other Services:

- Contractor will maintain all turf irrigation systems, and coordinate all service visits with the Contract Administrator at least seven days prior to service date.
 - Start up and make adjustments to the system after the winter before summer.
 - Shut down and winterize system after summer, before winter.
 - Professionally perform needed repairs, after consulting with MainePERS.

- Throughout the growing season, the Contractor will perform a weekly site inspection to ensure:
 - All trash is picked up from the whole property and disposed of off site
 - All mulch beds are groomed and kept weed free
 - Turf and shrubs are well groomed and maintained

Additional Services (Not Included in Fixed Price; See Attachment C):

- Contractor will provide an hourly rate for additional services not included above:
 - Dump truck (makes, models, capacity)
 - Heavy equipment (makes, models, capacity)
 - Labor

- Contractor will set aside an annual allowance not included in the above services for removal and addition of plants, trees, and flowers around the property. This allowance would be billed by time and materials on a not to exceed basis. Please provide a quote for this amount. .

Attachment B
LANDSCAPE MAINTENANCE & SNOW REMOVAL AGREEMENT

THIS LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICE AGREEMENT (“Agreement”) is made this 1st day of November 2024, by and between the MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM (“MainePERS”) and _____ (the “Contractor”).

NOW, THEREFORE, MainePERS and the Contractor hereby agree as follows:

Section 1 SERVICES OF THE CONTRACTOR

- 1.1 Scope of Services. The Contractor shall furnish services as requested by MainePERS and as set forth in the Landscape Maintenance and Snow Removal Services Request for Proposals, Number 2024-010, issued July 3, 2024 (“RFP”) and the Contractor’s proposal in response to the RFP, which are incorporated herein by reference and portions of which are attached hereto as Exhibits 1 and 2, respectively. To the extent that there is a conflict among the body of this Agreement and the exhibits, the body of this Agreement shall take priority.
- 1.2 Compliance with Law. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations. This Agreement shall be governed in all respects by the laws, statutes and regulations of the United States of America and the State of Maine. Any judicial proceeding brought by one party against the other party shall be brought in the courts of the State of Maine.
- 1.3 Licenses, Permits, and Fees. The Contractor shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- 1.4 Insurance. The Contractor shall keep in force insurance as specified in the RFP. Prior to the execution of this Agreement, and subsequently at the request of MainePERS, the Contractor shall furnish MainePERS with written or photocopied verification of the existence of such insurance.

Section 2 COMPENSATION

- 2.1 Contract Pricing. [To be filled in.]
- 2.2 Method of Payment. [Payment terms to be filled in.] Invoices and all other billing communications should be directed to:

Maine Public Employees Retirement System
Accounts Payable
P.O. Box 349
Augusta, ME 04332-0349
accounting@mainepers.org
(207) 512-3117

- 2.3 Independent Contractor. In the performance of this Agreement, the parties hereto agree that the Contractor, and any agents and employees of the Contractor, shall act in the capacity of an independent contractor and not as officers or employees or agents of MainePERS.

Section 3 COORDINATION OF WORK

- 3.1 Agreement Administrator. Jayson Dunn hereby is designated to be the MainePERS Agreement Administrator during the term of this Agreement (“Agreement Administrator”). MainePERS shall have the right to designate another Agreement Administrator upon written notice to the Contractor. All correspondence and related submission from the Contractor shall be submitted to:

Jayson Dunn, Facilities Manager
Maine Public Employees Retirement System
P.O. Box 349
Augusta, ME 04332-0349

- 3.2 Amendments. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 3.3 Assignment. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of MainePERS, and any attempt to so assign or subcontract shall be invalid. No assignment shall relieve the Contractor of its obligations hereunder. This Agreement will be binding upon the Contractor’s successors and permitted assignees.

Section 4 TERM

- 4.1 Term. Unless earlier terminated by MainePERS in accordance with subsection 4.2 below, the term for this Contract shall begin on November 1, 2024, and shall continue through October 31, 2029, except that subsections 5.5, 5.8, 5.9, and 5.10 below shall survive.
- 4.2 Termination. MainePERS may terminate this agreement for any reason by giving the Contractor at least 30-days written notice of termination.

Section 5 MISCELLANEOUS PROVISIONS

- 5.1 Conflicts of Interest. The Contractor shall not engage any Trustee or employee of MainePERS in a position that would constitute a violation of 17 M.R.S. § 3104.

- 5.2 Background Checks. The Contractor shall perform a criminal background check on all of its employees who perform work on MainePERS' property. The Contractor's employees performing work on MainePERS' property must not have been convicted of a felony or any crime involving theft. A list of employees authorized to work on MainePERS' property and the results of their background checks shall be provided to MainePERS by the Contractor upon request.
- 5.3 ID Badges. While on MainePERS' property, all employees of the Contractor shall wear on their person an ID badge or wear a uniform containing the Contractor's business name.
- 5.4 Unauthorized Persons. Unless specifically authorized by the Agreement Administrator, under no circumstance shall another person or persons accompany the Contractor or the Contractor's employees onto MainePERS' property while the Contractor is conducting work under this contract.
- 5.5 Confidential Information/Security. Confidentiality of MainePERS information is required. All materials and documents provided by MainePERS, employers or participants in the plans administered by MainePERS, or MainePERS' vendors, or located in MainePERS buildings, shall constitute confidential information. The Contractor shall maintain confidentiality in accordance with industry standards and State and federal law. Neither the Contractor nor its employees will disclose, release or communicate any confidential information to any third person, individual, organization or entity without specific authorization by MainePERS. Any violation or breach of this provision will constitute grounds for immediate termination of the Agreement and shall entitle MainePERS to all remedies available in law or equity.
- 5.6 Solicitors. The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MainePERS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 5.7 Non-Discrimination in Employment: MainePERS' contracts for services are subject to statutory conditions related to non-discrimination in employment, 5 M.R.S. § 784. The Contractor has read and agrees to these conditions.
- 5.8 Access to Records. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement for a period of seven (7) years following termination of this Agreement. The Contractor shall allow inspection of pertinent documents by MainePERS or its authorized representatives at the Contractor's office upon reasonable notice and shall furnish copies of the documents if requested.
- 5.9 MainePERS Held Harmless. The Contractor will indemnify, defend, and save harmless MainePERS, its Trustees, employees, and agents from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results

solely and directly from (i) MainePERS' negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MainePERS in accordance with this Agreement. Nothing in this Agreement shall be construed as a waiver of the privileges or immunities of MainePERS, its Board of Trustees, or its employees.

- 5.10 Notice of Claims. The Contractor shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement or which may affect the performance of the Contractor under this Agreement.
- 5.11 Severability. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 5.12 Force Majeure. The performance of an obligation by a party under this Agreement shall be excused in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. In the event of the Contractor's non-performance caused by any of the foregoing reasons, MainePERS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
- 5.13 Vendor Security Requirements. The Contractor will comply with MainePERS' Vendor Security Requirements, which are attached hereto as Exhibit 3 and incorporated herein by reference.
- 5.14 Entire Agreement. This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

IN WITNESS WHEREOF, MainePERS and the Contractor, by their representatives duly authorized, have entered into this Agreement as of the date first written above.

Maine Public Employees
Retirement System

Company Name

By: _____
Name:
Title:

By: _____
Name:
Title:

**Attachment C
Price Sheet**

Proposed Pricing:

Each Year Flat Rate-

- Year 1 2024-2025 (November 1 - October 31): \$
- Year 2 2025-2026 (November 1 - October 31): \$
- Year 3 2026-2027 (November 1 - October 31): \$
- Year 4 2027-2028 (November 1 - October 31): \$
- Year 5 2028-2029 (November 1 - October 31): \$

Additional services hourly rates:

- Snow removal services:** Truck rate \$ _____
Loader rate \$ _____
Labor rate \$ _____
Snow dump rate \$ _____

- Landscape services:** Truck rate \$ _____
Heavy equipment rate \$ _____
Labor rate \$ _____
Seasonal Plant installation \$ _____
Tree/shrub removal \$ _____

Any Special Payment Terms: _____

Any Additional or Explanatory Information: _____

Bidder Name: _____

Bidder Signature (written): _____ Date: _____

Bidder Address: _____

EXHIBIT 3
MainePERS Vendor Security Requirements

The Contractor shall cooperate with MainePERS in protecting the integrity, security, and confidentiality of MainePERS' information and assets by:

- participating in an annual vendor due diligence process by providing information reasonably requested by MainePERS within 10 business days;