

REQUEST FOR PROPOSALS

CHARLOTTE AREA TRANSIT SYSTEM (CATS) BLUE LINE SOUTH GROUNDS MAINTENANCE - SOUTHEND

RFP # 269.2025.060



CHARLOTTESM

**CITY OF CHARLOTTE
NORTH CAROLINA**

DECEMBER 31, 2024

REQUEST FOR PROPOSALS
RFP # 269.2025.060
CHARLOTTE AREA TRANSIT SYSTEM (CATS) BLUE LINE SOUTH GROUNDS MAINTENANCE - SOUTHEND

December 31, 2024

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for CATS BLUE LINE SOUTH SOUTH GROUNDS MAINTENANCE - SOUTHEND. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFP. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **January 13, 2025 at 9 a.m. No onsite meeting will be held and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

[Join the meeting now](#)

Meeting ID: 232 999 225 864

Passcode: 6vJ9Lr7c

Dial in by phone

[+1 872-256-4172,,585856340#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 585 856 340#

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **January 23, 2025 at 3 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

Robert Andrews

Procurement Officer

Checklist for submitting a Proposal:

- Step 1** **Read the document fully.**
- Step 2** Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3** (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4** Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
- Step 5** Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFP.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

TABLE OF CONTENTS

- 1. INTRODUCTION..... 2**
 - 1.1. OBJECTIVE..... 2
 - 1.2. DEFINITIONS..... 2
 - 1.3. ACCURACY OF RFP AND RELATED DOCUMENTS..... 4
 - 1.4. CITY’S RIGHTS AND OPTIONS. 5
 - 1.5. EXPENSE OF SUBMITTAL PREPARATION..... 5
 - 1.6. PROPOSAL CONDITIONS. 5
- 2. PROCUREMENT PROCESS. 10**
 - 2.1. SCHEDULE AND PROCESS..... 10
 - 2.2. INTERPRETATIONS AND ADDENDA. 10
 - 2.3. PRE-PROPOSAL CONFERENCE..... 11
 - 2.4. SUBMISSION OF PROPOSALS. 11
 - 2.5. CORRECTION OF ERRORS. 11
 - 2.6. EVALUATION. 11
 - 2.7. CONTRACT AWARD BY COUNCIL. 11
 - 2.8. VENDOR INCLUSION. 12
- 3. SCOPE OF CATS BLUE LINE SOUTH GROUNDS MAINTENANCE – SOUTHEND 13**
 - 1.1. GENERAL SCOPE..... 13
 - 1.2. EQUIPMENT. 13
 - 3.1. LOCATION OF SOUTHEND PROJECT. 14
- PROPOSAL CONTENT AND FORMAT. 28**
 - 1.3. PROPOSAL CONTENT..... 28
- PROPOSAL EVALUATION CRITERIA. 29**

Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work. The Contractor shall provide all labor, equipment, supplies, and materials required to provide grounds maintenance services for **CATS Blue Line**. Services consists of but may not be limited to grounds maintenance, turf maintenance, shrub maintenance, groundcover maintenance, perennial maintenance, trash and debris removal, storm debris pickup, irrigation maintenance/ repair/operation, snow and ice removal, tree maintenance, and mulching, pesticide and herbicide application

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

Affiliates: Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.

Biodegradable: Refers to the ability of an item to be decomposed by bacteria or other living organisms.

Charlotte Business INclusion/CBI: Refers to the Charlotte Business INclusion office of the City of Charlotte.

Charlotte Business INclusion Policy/CBI Policy: Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.

Charlotte Combined Statistical Area: Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.

City: Refers to the City of Charlotte, North Carolina.

City Project Manager: Refers to a specified City employee representing the City's best interests in this Project.

Company: During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.

Company Project Manager: Refers to a specified Company employee representing the best interests of the Company for this Project.

Contract: Refers to a written agreement executed by the City and the Company for all or part of the Services.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.

Introduction and General Information

<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Milestones:</i>	Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in this RFP.
<i>Minority-owned Business Enterprise/ MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs, and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process
<i>Project:</i>	Refers to the City's need for a company to provide CATS BLUE LINE SOUTH GROUNDS MAINTENANCE - SOUTHEND for the City.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.

Introduction and General Information

<i>Recyclability:</i>	Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the CATS BLUE LINE SOUTH GROUNDS MAINTENANCE - SOUTHEND as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or

Introduction and General Information

interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
- 1.4.11. To issue additional requests for information; and
- 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

- 1.6.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer. This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the

Introduction and General Information

Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.6.2. Right to Terminate Discussions.

The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3. Trade Secrets and Personal Identification Information.

Definition.

Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

Introduction and General Information

- 1.6.5. Reservation of Right to Change Schedule.
The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.
- 1.6.6. Reservation of Right to Amend RFP.
The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.
- 1.6.7. No Collusion or Conflict of Interest.
By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.6.8. Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.
- 1.6.9. Charlotte Business INclusion Program.
Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.
- The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com
- To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.
- A goal waiver was issued for this opportunity. The city strongly encourages participation whenever possible.
- City certified MWSBE firms can be found in the City's InclusionCLT system:
<https://charlotte.diversitycompliance.com/>

Introduction and General Information

- 1.6.10. Subcontracting.
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.
- 1.6.11. Equal Opportunity.
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.12. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 1.6.13. Use of City's Name.
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.14. Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.
- 1.6.15. No Bribery.
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.16. Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.
- Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be

Introduction and General Information

completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

1.6.17. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.18. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

1.6.19. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Reduced Packaging	Biodegradability
Compostability	Durability
Reduced toxicity	Take-back options
Energy Efficiency	Water efficiency
Life Cycle Management	Pollution Prevention
Low volatile organic compounds	End-of-life management

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

1.6.20. Disclaimer

Each Company must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

Section 2 Procurement Process

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
December 31, 2024	<i>Issuance of RFP.</i> The City issues this RFP.
January 17, 2025	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 3 p.m.
January 22, 2025	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 9 a.m.
January 24, 2025	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 3 p.m.
January 30, 2025	<i>Proposal Submission.</i> Proposals are due by 3 p.m. via the Procurement Portal.
TBD	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
TBD	<i>Contract Award by Council.</i>
TBD	<i>Services Commence.</i> Company begins providing the Services.

2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **3 p.m. on January 17, 2025.**

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1.

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

Section 2

Procurement Process

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **January 22, 2025 at 9 a.m.** Meeting information is provided below:

[Join the meeting now](#)

Meeting ID: 232 999 225 864

Passcode: 6vJ9Lr7c

Dial in by phone

[+1 872-256-4172,,585856340#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 585 856 340#

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **January 30, 2025 on or before but no later than 3 p.m.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within **one hundred eighty (180) calendar** days after opening of the Proposals, the Company may request that it be released from the Proposal.

2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE OF CATS BLUE LINE SOUTH GROUNDS MAINTENANCE – SOUTHEND

1.1. General Scope.

The Contractor shall provide all labor, equipment, supplies, and materials required to provide grounds maintenance services for the **CATS Blue Line South Grounds Maintenance- Southend**. Services consists of but may not be limited to grounds maintenance, turf maintenance, shrub maintenance, groundcover maintenance, perennial maintenance, trash and debris removal, storm debris pickup, irrigation maintenance/ repair/operation, storm water SCM maintenance and repair, snow and ice removal, tree maintenance, and mulching, pesticide and herbicide application.

CONTRACT PERIOD

The Contract will begin upon issuance of the Notice to Proceed. For purposes of this Contract, the contract period for CATS Blue Line South Grounds Maintenance - Southend will be for an initial term of four years, with the City having an option to renew for one (1) additional consecutive one (1) year term thereafter.

1.2. Equipment.

The Contractor must demonstrate to the satisfaction of the City that the maintenance equipment to be used in the Work is in good working condition and suitable for performing the Work required. Trucks, mowing equipment, snow removal equipment, string trimmers, blowers, hand tools, pesticide and chemical weed control sprayers, and other necessary equipment and supplies to perform the Work as outlined herein must be in the Contractor's inventory or available by formal agreement at the time of Contract award. All vehicles must be identified with the contractor's name.

The use of bushhogs, flails, or sickle bars will not be allowed unless approved by the City's Project Manager. Operate all work equipment in a safe manner so as not to create a hazard to the public and keep wheels off travel ways during maintenance operations.

The City will conduct periodic inspections of maintenance equipment required to perform the Work. Blades are to be kept sharp, and blades showing excessive wear or damage are not to be used. All brakes on the mowing equipment are to be properly maintained and operative and all pulley and belt guards are to be in place. All mowing equipment must be equipped with shields or guards that preclude foreign objects from being thrown out from the cutting enclosures or exposed moving parts. Guards must be in place and in a down position while mowing.

Riding mowing equipment must be equipped with a slow-moving vehicle sign, visible to traffic, as required by the North Carolina Department of Transportation.

3.1. Location of Southend Project.

Project Photographs: Projects maps designate the maintenance areas and service designations for the CATS Blue Line South Grounds Maintenance.

Access to inspect sites may require CATS rail safety training certificate prior to entry.

RFP # 269.2025.060				
Item #	Section #	Description	Qty	Unit
1	SP-1	Morehead St: 239 East Morehead St Charlotte, NC 28202 <i>(From I-277 John Belk Freeway to Morehead St)</i>	52	WK
2	SP-1	Carson Blvd Station: 218 East Carson Blvd Charlotte, NC 28203 <i>(From Morehead St to Bland St)</i>	52	WK
3	SP-1	Bland Street Station: 1511 Camden Road Charlotte, NC 28203 <i>(From Bland St to East/West Blvd)</i>	52	WK
4	SP-1	East/West Blvd Station: 1821 Camden Road Charlotte, NC 28203 <i>(From East/West Blvd to Tremont Ave)</i>	52	WK
5	SP-1	Tremont Ave Trolley Stop: 2006 South Blvd Charlotte, NC 28203 <i>(From Tremont Ave to Remount Rd)</i>	52	WK
6	SP-1	New Bern Station: 129 New Bern Street Charlotte, NC 28203 <i>(From Remount Rd to New Bern St)</i>	52	WK
7	SP-1	South Blvd Light Rail Facility: 3200 South Blvd. Charlotte, NC 28203 <i>(From New Bern St to South Blvd split)</i>	52	WK

PERSONNEL

The City has the right to require any additional personnel that the City deems necessary to complete the Project. The City also has the right to require removal and replacement of any personnel deemed unsatisfactory by the City.

PROJECT LOCATION INSPECTIONS

Within fourteen days (14) after award the contractor will provide the City’s Project Manager with a work schedule by location. The City will schedule its inspections based off of the contractors schedule. Should the contractor make any changes to the work schedule the City’s Project Manager must be immediately notified. The condition of each project location will be inspected weekly and rated by Landscape Management. Project locations that are found to be unsatisfactory will be, by their corresponding dollar amount from the Contractor’s Pricing Worksheet, deducted from the Contractor’s invoice. An unsatisfactory rating for any maintenance component of a project location will result in no payment for that location for that week.

For turf maintenance, each location will be evaluated on:

- (i) Turf mowing and weed control,
- (ii) Edging/trimming, and
- (iii) Cleanup of grass, leaves, trash & debris.

For landscape maintenance, each location will be evaluated on:

- (i) Ornamental trees, shrubs, annuals and perennials maintenance,
- (ii) Mulch,
- (iii) Insect, disease and weed control, and
- (iv) Cleanup of leaves, trash and debris.

For snow and ice removal, each location will be evaluated on mobilization and performance. For irrigation operation, maintenance and repair, each location will be evaluated on:

- (i) Irrigation operation and
- (ii) Irrigation maintenance and repair.

For CATS Light Rail Transit System Safety, the contractor will be evaluated on adherence to all safety regulations and procedures. For Storm water SCM Maintenance, each location will be evaluated on maintenance, operation and record keeping. During its weekly inspection, the City’s Project Manager will note whether each project location is satisfactory or unsatisfactory. Mulch applications will not be considered complete until the City’s Project Manager has approved the installation in its entirety. Should a mulch application be improperly installed, remediation must be completed prior to a reinspection by the City’s Project Manager. Project locations found to be unsatisfactory will be deducted by the corresponding weekly contract amount from the Contractor's invoice for that month inspected. Incomplete mulching during the three (3) month time frames shown in paragraph 2.4 of the Scope of Work will result in the Contractor not being paid for the entire third month of the mulching time frame and will not be paid for each subsequent week of incomplection.

For example:

Grounds Maintenance for the (PROJECT LOCATION) City’s Project Manager inspection revealed that:

Week 1	The grass was not mowed and trimmed	Unsatisfactory
Week 2	Grounds maintenance per specifications	Satisfactory
Week 3	Grounds maintenance per specifications	Satisfactory
Week 4	Grounds maintenance per specifications	Satisfactory

The Contractor’s unit price (from the Pricing Worksheet) was \$60 per week for this location. A \$60 amount would be deducted from the Contractor’s monthly invoice of \$240 (4 weeks) for this project location.

If a contractor is unable or unwilling to perform a contracted service in the City’s Project Manager requested timeframe, under **Remedies Section 10.1** of the sample contract; Right to Withhold Payment. the City’s Project Manager has the right / ability to have the service performed by another contractor and have this service cost deducted from the current contractor’s invoice(s).

PROFESSIONAL REGISTRATIONS

The Contractor shall comply with applicable laws regulating the practice of landscape contracting and pesticide applications as required by the North Carolina Landscape Contractors' Licensing Board (NCLCLB), and North Carolina Department of Agriculture & Consumer Services (NCDA&CS). The Contractor will be required to continuously have at least one full-time employee on staff with the required licenses throughout the entire term of the contract. In conjunction, the Contractor awarded the Park and Ride Facilities contract will be required to continuously have at least one full-time employee on staff with the North Carolina State (NCSU) Stormwater SCM Inspection & Maintenance Certification. Additionally, you will be required to provide a copy of your landscape contractor's license, pesticide license, and NCSU certification.

All irrigation construction or contracting performed by an individual, partnership, association, corporation, firm, or other group shall be under the direct supervision of an individual licensed by the North Carolina Irrigation Contractors' Licensing Board (NCICLB). All tree work shall be performed or directed by an ISA Certified Arborist.

STAFFING REQUIREMENTS & IDENTIFICATION OF CONTRACTOR PERSONNEL

Provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. Personnel shall maintain a neat and clean appearance. Shirts must be worn at all times, with shirt tails tucked in and clearly identifying the person and the name of their company. Tank tops are not permitted.

All personnel must wear high visibility safety vests, shirts or jackets that meet ANSI III Standards while on site.

Emergency Contact:

The Contractor personnel must be reachable by cell phone in all situations.

The Contractor shall provide at least two (2) local telephone numbers that may be used to contact the Contractor or his authorized representative in the event of an Emergency after normal business hours.

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract. If a situation arises that requires immediate or near future service as deemed by the Project Manager, the contractor must respond and perform the service within a given timeframe. This time frame, deemed by the Project Manager, may be that day to a week or the next service interval.

SUPERVISION

One competent individual shall be available at all times to supervise the work. This individual shall be a full-time employee of the Contractor. This individual shall be experienced in the type of work being performed and fully capable of managing, directing, and coordinating the work, reading and thoroughly understanding the contract, and receiving and carrying out directions from the City.

The competent individual must be reachable by phone during business hours (Monday – Friday, 8:00 AM to 5:00 PM) during the Contract Period.

TRAFFIC CONTROL

The Contractor must provide necessary warning devices and personnel for safety instructions to pedestrian and vehicular traffic within the Project area. These must be in accordance with the following:

- The current edition of the Charlotte Department of Transportation (CDOT) *Work Area Traffic Control Handbook (WATCH)* for City maintained streets.

<http://charlottenc.gov/Transportation/Permits/Pages/WATCH.aspx>

- The current edition of the North Carolina Department of Transportation NCDOT *Standard Specifications*

Section 3 Scope of Services

for Roads and Structures and the NCDOT Standard Roadway Standard Drawing, Division 11 for state-maintained roads.

<https://connect.ncdot.gov/resources/Specifications>

<https://connect.ncdot.gov/resources/Specifications/2012%20Roadway%20Standard%20Drawings/Division%2011%20-%20Work%20Zone%20Traffic%20Control.pdf>.

- The current edition of the United States Department of Transportation, Federal Highway Administration's *Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)* for federally funded highways.

<http://mutcd.fhwa.dot.gov/>

During the performance of the Work, park on side streets and not on major thoroughfares. Parking on medians is prohibited.

No work may be performed on any City right-of-way that restricts traffic flow during the hours of 7:00 to 9:00 AM and 4:00 to 6:00 PM, Monday through Friday.

CATS Right-of-Way (ROW) access for service on the Blue Line is limited to the midday hours of 9:01 AM – 3:29 PM. The 9:01 AM – 3:29 PM access is also open for CATS Blue Line South outside of the ROW, 15 feet from center track. In conjunction, 9:01 AM – 3:29 PM access is open for CATS Blue Line South inside the ROW when a barrier fence is present between the work area and the ballast.

The Contractor is responsible for notifying the Transportation Engineering Division of CDOT (Bret Kilgo: 704-975-1392 BKilgo@ci.charlotte.nc.us) in accordance with Section 3 & 4 of the WATCH Handbook of any work where the number of travel lanes is reduced from normal conditions.

WORKING HOURS

Routine operations will be restricted to daylight hours with the restriction of routine Right-of- Way (ROW) access for service on the Blue Line is limited to the midday hours of 9:01 AM - 3:29 PM. The 9:01 AM - 3:29 PM access is also open for CATS Blue Line South outside of the ROW, 15 feet from center track. In conjunction, 9:01 AM - 3:29 PM access is open for CATS Blue Line South inside the ROW when a barrier fence is present between the work area and the ballast. Work may only be performed when visibility allows safe operations. Weekend work may be necessary at many locations. Emergency or non-routine work shall be performed as necessary with prior approval by City's Project Manager. It may be necessary to pre-schedule certain types of work at many locations.

PROPERTY AND PLANT PROTECTION AND/OR REPLACEMENT

The Contractor will be held responsible for all property and plant damage, including negligence in the course of performing the work. Any property or plants damaged during the course of the work shall be restored by the Contractor to a condition that is equivalent to the condition before the damage was done. This includes damage to City owned property, turf, shrubbery, trees, flowers, and other plant material. All repairs or replacements will need to be approved in advance by the City's Project Manager.

All damages must be reported immediately to the City's Project Manager and all damaged items must be replaced or returned to their original condition within fourteen (14) calendar days or less, except flower beds which must be repaired within seven (7) calendar days. The City will determine whether or not the Contractor is qualified to make the required replacements. If the Contractor is not qualified to make the repair or replacement, the City will make them at the Contractor's expense. Only City approved plant materials, or parts are to be used when making repairs. The City's Project Manager will determine the locations, quantities, varieties, and approved sources of plant material. No plant replacements are to take place without prior approval from the City's Project Manager.

WATER QUALITY REGARDING LANDSCAPING/MOWING

Contractors shall not allow large amounts of waste generated during landscaping or mowing activities to enter the municipal storm drain system (storm water pipes, catch basins, drainage ditches, and similar conveyances) where it may result in blockages or detrimental impacts to surface water quality. Reasonable efforts must be made to keep landscaping and mowing waste out of the storm drain system and may necessitate collection and removal of waste from the worksite. In no case should a contractor purposely direct landscaping or mowing waste into the storm drain system as a means of disposal. Also, contractors must follow proper pesticide and fertilizer application methods as prescribed by industry standards and on product labels. If such products are spilled, the contractor must respond promptly to collect and properly dispose of the spilled product and clean up the impacted area. Spills should also be reported by the contractor to appropriate environmental regulatory agencies in accordance with the law. The contractor must follow guidelines for handling yard waste described on the following web link:

<http://charmeck.org/stormwater/PollutionPrevention/Pages/LawnCare.aspx>

Remainder of Page left intentionally blank

PROJECT SPECIFICATIONS AND PAY ITEM DESCRIPTIONS

GROUNDS MAINTENANCE

This Special Provision includes all labor, materials, equipment, supplies and services to perform grounds maintenance work at each project location listed on the Pricing Worksheet. Ground maintenance includes 1) turf maintenance, 2) landscape maintenance, 3) snow and ice removal, 4) irrigation operation, maintenance and repair, 5) CATS Light Rail Transit System Safety, and 6) storm water SCM maintenance and repair. Specific safety training and requirements are part of this work. Specifications for each item of work are detailed below.

Measurement

There will be no separate measurement of all the grounds maintenance items listed below.

Payment

The quantity of Work will be paid for upon completion at the Contract unit price for grounds maintenance that includes all the items listed below. Payment will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, and tools necessary for the performance and completion of the Work.

1. TURF MAINTENANCE

1.1 Mowing

Maintain all turf areas so they are neat and well groomed, with turf areas mowed and trimmed, curbs and walks edged, obstacles trimmed or sprayed around with no ruts or scalped areas. Remove trash and debris before mowing.

Mow all turf areas throughout the year as necessary. Mow at least every seven (7) calendar days. Maintain turf-type tall fescue height at three and a half (3.5") to four (4) inches. Maintain Bermuda turf height at two and a half (2.5") to three (3) inches. Remove no more than 1/3 of the leaf blade at each mowing. Once mowing cycle has begun work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the City's Project Manager.

Do not mow over fire ant mounds in turf areas.

During mowing of turf, do not allow cut grass to blow into alignment (track) area.

1.2 Edging

Mechanically edge curbs, walks and remove excess edging material at each mowing cycle. Do not exceed a one (1) inch depth nor a one-half (1/2) inch width when edging adjacent to surfaces where pedestrian traffic occurs. Edge bed lines to maintain a neat division between turf and bed areas.

1.3 Cleanup of Grass, Leaves, Trash & Debris

Remove and dispose of cut excessively long and windrowing grass on the same day it was mowed. Remove any clippings or leaves blown onto paved areas or walkways during mowing on the same day as mowed. Curb & gutter are to be left free of all grass, debris, rocks, car parts, shopping carts, etc. Do not blow clippings, leaves, or debris into storm drains, air conditioner units, buildings, vehicles, windows, landscape beds, mulched areas or within alignment (track) area. Remove trash and debris from all areas once a week. University City Medians remove trash and debris twice a week

Refer to Section SP-1, 2.6 for *Leaf, Trash & Debris Removal*

1.4 Sharps – Needles – Syringes

The contractor is responsible to properly remove and properly dispose of any Sharps – Needles – Syringes found in accordance with With Mecklenburg County and FDA requirements. Reference links below for those guidelines.

FDA:

<https://www.fda.gov/medical-devices/consumer-products/safely-using-sharps-needles-and-syringes-home-work-and-travel>

Mecklenburg County:

<https://wipeoutwaste.mecknc.gov/services/sharps-and-needle-disposal>

1.5 Soil Tests

Perform soil tests on designated turf areas once a year to determine pH levels and fertilizer and lime requirements.

A copy of the results shall be sent to the City's Project Manager within 30 days of the test.

1.6 Liming

Apply pelletized dolomitic limestone or recommended equivalent to the above listed turf areas according to soil test results.

1.7 Fertilizing

Fertilizing and Weed Control

Submit all labels from fertilizers and pesticides to the City's Project Manager for verification. Do not allow chemicals to leach into shrub and bed areas and into tree root systems. Clean up all fertilizer materials from paved areas immediately after application. Use only slow release fertilizers, non-burning pesticides, and timing of applications to prevent burning of turf by any material applications.

Apply fungicide to turf areas as needed to control fungus and maintain an actively growing turf with good color and vigor. Apply fertilizer to turf areas at 1 lb. of Nitrogen per 1000 square feet. Material to be a complete granular turf grade fertilizer consisting of a 3-1-2 or a 4-1-2 ratio of N-P-K such as 16-4-8, 18-5-9, 20-4-10, etc., or approved equivalent. Apply fertilizer, pre and post emergent herbicides at the below listed schedules

Early Spring (Feb. 15- March 15)

- 1) Pre-emergent herbicide (turf-type tall fescue only: rate may be split with remaining half applied in Spring)
- 2) Broadleaf post emergent herbicide
- 3) Granular fertilizer (turf-type tall fescue only)

Spring (April 15- May 15)

- 1) Pre-emergent herbicide (turf-type tall fescue only) (remaining half rate may be applied)
- 2) Liquid broadleaf post emergent herbicide as a spot application
- 3) Granular fertilizer (Bermuda only)

Late Spring (May 15 - June 15)

- 1) Liquid broadleaf post emergent herbicide as a spot application
- 2) Granular fertilizer (Bermuda only)

Early Summer (June 15-July15)

- 1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
- 2) Granular fertilizer (Bermuda only)

Summer (July 15- August 15)

- 1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
- 2) Granular fertilizer (Bermuda only)

Late Summer (August 15 -September 15)

- 1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
- 2) Granular fertilizer (Bermuda only)

Fall (Sept. 15 - Oct. 15)

- 1) Liquid broadleaf, grassy weeds and sedges post emergent herbicide as a spot application
- 2) Granular fertilizer (Bermuda with a 5-10-30 ratio at 1/2-pound nitrogen per 1,000 sq. ft.)

Late Fall (Nov.15-Dec. 15)

- 1) Liquid broadleaf post emergent herbicide as a spot application
- 2) Granular fertilizer (turf-type tall fescue only)
- 3)

Refer to Section 2.5 for *Insect, Disease & Weed Control*

1.7 Aeration and Seeding

1.7.1 Turf-type Tall Fescue

Core aeration of all turf-type tall fescue areas in two directions once yearly in the fall before October 15. Reseed thin or bare turf tall fescue areas with a turf-type tall fescue applied at the rate of 6 lbs. per 1000 square ft. Apply straw mulch at a rate of 1.5 bales (90 lbs.) per 1000 sq. ft., to bare areas 2 sq. ft. and larger, after seeding. This process should coincide with turf renovations and fertilization.

1.7.2 Bermuda Turf

Core aeration of all Bermuda areas in two directions once yearly in the spring before April 15. Reseed thin or bare Bermuda turf areas with a common, unhulled Bermuda seed applied at the rate of 2 lbs. per 1000 square ft. Apply straw mulch at a rate of 1.5 bales (90 lbs.) per 1000 sq. ft., to bare areas 2 sq. ft. and larger, after seeding. This process should coincide with turf renovations and fertilization.

Use topsoil to fill, smooth, and reseed all ruts, holes, scalped areas or other damaged turf within two (2) weeks of occurrence, detection, or notification.

Refer to Section 2.5 for *Insect, Disease & Weed Control*

2. LANDSCAPE MAINTENANCE

Remove and dispose of all debris from pruning on the same day work is performed. Water ornamental trees, shrubs, and perennials as directed by the City's Project Manager.

2.1 Ornamental Trees

All tree pruning shall conform to the ANSI A300 pruning guidelines, Standard Practices for Trees, Shrubs, and Other Woody Plant Maintenance.

All equipment to be utilized and all work to be performed shall be in compliance with the current revision of ANSI Z-133.1 safety guidelines, Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing, and for Cutting Brush.

Prune as needed throughout the year, or whenever hazardous conditions exist. Remove limbs that interfere with vehicular or pedestrian sight lines and traffic or compromise safety and/or security. Prune to control growth, remove inconsistent growth, remove dead or damaged limbs, and remove suckers or water sprouts. Do not spray herbicides on tree or shrub sprouts. Remove low hanging, dead, or damaged limbs, suckers, water sprouts, and foliage four (4) inches in diameter and smaller eight (8) feet above the ground that interfere with vehicular or pedestrian traffic. Maintain a minimum of a ten (10) foot clearance above buildings and a minimum two (2) foot clearance adjacent to buildings and structures.

Remove all guying materials from planted trees and shrubs within one (1) year of planting. Emergency Response: In the event of any emergency the contractor shall provide a crew and any necessary equipment within 4 hours after request is made. In the event of a major catastrophe, hurricanes, ice storm, etc., the city may request additional crews to assist in the cleanup at the agreed upon prior rate.

Do not top Crape Myrtles. It may be necessary to tie up bloom laden crape myrtle branches to prevent traffic and pedestrian hazards or breakage of limbs.

2.2 Shrubs

Maintain plant material that is actively growing with good color and vigor for the particular species.

Maintain plants in their natural shape and form of the particular species or variety, even when necessary to control **size**. Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers. Remove broken or damaged plants upon detection.

Shearing and the use of hedge shears must be approved by City's Project Manager. Use hand pruners and loppers.

Remove limbs that interfere with vehicular or pedestrian sight lines and traffic or compromise safety and/or security. Prune to control growth, remove inconsistent growth, remove dead or damaged limbs, and remove suckers or water sprouts at their base of origin. Do not spray herbicides on tree or shrub sprouts. Remove branches and foliage that hang below eight (8) feet above the ground in traffic areas where sight obstructions are a problem. Prune shrubbery to a height no greater than thirty (30) inches where sight and safety obstructions are a problem.

In some instances, unscheduled pruning may have to occur in order to comply with Department of Transportation sight distance guidelines or safety and security issues. The City's Project Manager will notify the Contractor when these situations occur.

Section 3

Scope of Services

Do not top crape myrtles. It may be necessary to tie up bloom laden crape myrtle branches to prevent traffic and pedestrian hazards or breakage of limbs.

Fertilize ornamental shrubs and ground covers at least one time a year with a balanced slow release material between February 1 and March 1 according to label rates. Acceptable fertilizer N-P-K ratios are 12-6-6 and 14-7-7 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

2.3 Perennials

Perennials include all ornamental grasses, liriopse, day lilies, canna lilies, spring or summer flowering bulbs, or any herbaceous plant material. Provide plant material that is actively growing with good color and vigor for the particular species. Remove all dead foliage, flowers, flower stalks, and plants as needed throughout the year.

Prune and remove clippings from all liriopse and ornamental grasses once each spring prior to March 1st. A neat clean cut that does not damage the crown area is required.

Fertilize perennials at least one time a year with a balanced slow release material between February 1 and March 15 according to label rates. Acceptable fertilizer N-P-K ratios are 12-6-6 and 14-7-7 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

2.4 Mulching

Only mulch approved by City's Project Manager may be installed. Mulch shall be neatened, re-distributed, fluffed, or added as needed in order to maintain a consistent 4-inch mulch cover throughout the year. Maintain perennial and herbaceous groundcover areas with a 2-inch layer of mulch. Mulch should be neatened and refreshed in its entirety once a year during the months of December/January/February. Pine needled areas are to be completely mulched each year. Do not apply mulch in small open areas between or on top of closely planted spreading groundcover plants such as liriopse, daylilies, or vines. Apply mulch that is clean and free of excess green wood and debris. Shredded pine bark, hardwood, or cypress mulches are the only acceptable types of mulch that can be used. A site investigation is mandatory to evaluate needs and type of mulch. All mulch shall be free of any foreign materials and shall have no pieces larger than 2 inches. Pine needles are acceptable in areas that have a well-defined slope where erosion may occur. Recycled yard waste, landfill mulch, leaves, or colored or dyed mulches are not acceptable.

Mulch depths are not to be exceeded. Do not pile mulch up around tree and shrub trunks. Mulch depths exceeding the specified depths herein will be removed by the contractor at the contractor's expense. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Taper mulch to ground level around shrub and tree trunks. Do not allow mulch to cover drainage grates, lights, or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed areas. Define and maintain sharp bed line edges between mulch and turf throughout the year. Use topsoil as needed to fill and smooth all ruts, holes, or other damaged mulched areas within two (2) weeks of occurrence, detection, or notification.

Upon detection, Vehicular Damage and all other damage of plant material shall be reported immediately to City's Project Manager. Damage will be photographed and documented by the City's Project Manager. After damage is documented, remove debris and damaged plant material as directed by the City's Project Manager.

2.5 Insect, Disease, and Weed Control

Use Integrated Pest Management (IPM) to control insects, diseases, and weeds. Scout for disease, insect, and mite pests on all plant material including turf, trees, shrubbery, and ground covers and apply pesticides as needed to control diseases, insects, and mites each time Work is performed. This includes all pests that affect the plant material or may be hazardous to the general public. Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical without endangering workers or the public.

Spray and kill vegetation occurring within asphalt and concrete cracks, walks, and medians as well as median tips, dividers, expansion joints, curbs and gutter; around rip-rap areas, sign posts, guy wires, fire hydrants, guardrails, fence lines, or other such areas which cannot be properly maintained otherwise. Do not exceed an six (6) inch diameter on spray bands around obstacles in turf areas. Spray bands are not permitted around mulched areas. Provide weed control on a weekly basis or as needed throughout the year.

Use pre-emergent and post emergent herbicides, hand weeding, and mulch to keep the open ground between plants and in ground cover areas weed free. Leaching of chemicals into turf areas is not acceptable.

All chemical applications shall conform to North Carolina Department of Agriculture & Consumer Services pesticide laws and applicable federal laws. All chemicals and pesticides proposed for use require prior approval by the City's Project Manager

Control all weeds and vines on trees, shrubbery, and perennials upon detection.

2.5.1 Pre-emergent Herbicide Applications:

Apply Pre-emergent herbicides according to label rates, to all landscaped areas, mulched areas, and natural areas, in the spring between February 15th and March 15th and in the fall between September 15th and October 15th.

2.5.2 Post-emergent Herbicide Applications:

Apply Post-emergent herbicides according to label rates, weekly or as needed to keep landscaped areas weed free.

2.5.3 Fence lines, storage/equipment yards, parking lots, etc.

Control all weeds and vegetation on fence lines, storage/equipment yards, parking lot and curb line cracks & crevices, etc. on a weekly basis or as needed throughout the year to keep these areas weed free.

2.6 Leaves, Trash and Debris Removal

Remove fallen leaves on a weekly basis from all turf, plant, and mulch areas throughout the year to maintain a well-groomed appearance. Do not allow large accumulations of leaves to remain.

Remove and dispose of all cigarette butts, glass, paper, sticks, limbs, trash and all other debris from all areas once a week on a year-round basis unless noted otherwise. All trash and debris must be disposed of properly off site. Do not allow large accumulations of leaves to remain.

2.6.1 Storm Debris:

Remove and dispose of all storm debris within 12 hours of the storm. Certain situations may require an immediate response. Report major tree work to the City's Project Manager.

3. SNOW AND ICE REMOVAL

Location: South Boulevard Light Rail Facility, 3200 South Boulevard.

The contractor must be prepared to mobilize at any time of the day or night to respond to Charlotte Area Transit System (CATS) needs in the event of forecasted snow and/or ice.

Remove snow and/or ice from all sidewalks surrounding the property and the SCIP trail adjacent to the alignment from New Bern Street to 3200 South Boulevard Light Rail Facility.

Use only City-approved de-icing materials. **Rock salt is not an approved material.** Certain materials and equipment may not be allowed in certain situations where damage to pavement or pavers may be a problem. Do not use heavy equipment on brick paver areas.

Be prepared to shovel, scrape, and apply deicing materials to all pedestrian areas if necessary. Have equipment and materials available to perform such tasks in an expedient manner. Snow & ice removal equipment shall include but is not limited to shovels, tractor plows, loaders, dump trucks, snow blowers, etc. Sites that operate 24 hours a day, or if the weather event occurs during normal business hours, must be continuously serviced.

Do not pile snow or ice in handicap areas, against light poles, on top of shrubbery, on top of storm drains, on sidewalks, in front of stairs or doorways, loading docks, driveways, etc. or in areas where runoff will cause refreezing issues.

Clean-up and Damage Repair

The contractor is responsible for cleaning up all materials, sand, or other debris from snow and ice removal operations. Ruts, plant damage, or structural damage will be the responsibility of the contractor to repair at his expense. All clean-up and repairs must be made immediately after the weather event has passed.

4. CATS LIGHT RAIL TRANSIT SYSTEM SAFETY

Contract services shall be performed with regard to all safety regulations and procedures for CATS Light Rail Transit System and any applicable city, local, state, and federal regulations. Included in these safety procedures is the Contractor's responsibility to request right-of-way access to the rail easement from CATS Rail Operation Control Center (ROCC), attend ROCC access acceptance meetings and the utilization of Contractor's employees as watchmen when working along unfenced alignment (tracks) but under no circumstances be allowed to foul the track area. The Contractor will not be permitted to perform contract services without ROCC right-of-way access approval. Rail Job briefing forms shall be maintained on file by the contractor for a period of thirty (30) days and shall be made available to CATS or Charlotte City agency upon request.

All Contractor workers, employees and subcontractors, executing the onsite work of the contract must receive CATS Light Rail Training prior to performing the work. Only CATS shall provide the necessary CATS Light Rail Safety training. CATS Light Rail Safety training class schedule is available through CATS Light Rail Safety and Security Division. This training is valid for one calendar year and must be renewed through retraining prior to the next calendar year.

Rail Safety Training class is at **3200 South Blvd, Charlotte, NC 28209**. Class will begin at **9:00AM on Fridays** and will be first come, first serve. The classroom holds 30 people. If you have any questions or need more information please contact Keith Hawkins, Rail Safety Coordinator at jonkeith.hawkins@charlottenc.gov.

Park in open spots in the middle of parking lot (do not park in CATS parking spaces). After parking walk up to the front of the building and ring bell to gain access (located to the left of door). Take elevator to the 3rd floor. When exiting off the elevator go to your left and the training room (C301A) will be in front of you.

5. STORMWATER SCM MAINTENANCE

5.1 Bioretention Basins

General Description: Bioretention Basins are landscaped basins intended to provide water quality management by filtering storm water runoff before release into storm drain systems. This type of system is typically dry and landscaped with plants and mulch.

The Contractor is responsible for all maintenance, operation, and thorough record keeping of all bioretention basins.

5.1.1 Maintenance

Maintenance of bioretention basins shall adhere to all provisions of the Scope of Work, Section 2. Landscape Maintenance except as noted by the following.

Do not fertilize basin area without testing the soil. Perform soil tests on bioretention basin areas at least once a year in August or as needed to determine pH levels and fertilizer requirements. A copy of the results shall be sent to the City's project manager within 30 days.

Apply an the City's Project Manager approved organic fertilizer to basin area as recommended by the soil test(s) results.

Chemical applications to control insects, diseases, and weeds shall be limited to a minimum as to retain the biological balance the basin is constructed to serve. Weed removal should be performed preferably by hand as needed.

Inspect mulch after every significant precipitation event and replace as necessary. Mulch with a shredded mulch. Mulch cannot contain fine organics that can create a barrier to infiltration. Do not use pine needles. Mulch shall be removed and replaced with new mulch every two to three years or as designated by THE CITY'S PROJECT MANAGER.

Remove and/or divide plants and groundcover to ensure proper basin function. This work must be pre-approved by THE CITY'S PROJECT MANAGER.

Irrigate the plants with a minimum of ½" water in the early morning hours every seven to ten days during extreme extended drought conditions.

5.1.2 Operation

Inspect bioretention system for obstructions of the flumes and inlet devices after every significant precipitation event and remove immediately.

Inspect and repair collection system on a quarterly basis to maintain proper basin function.

1.1.1 Recordkeeping

Records of all inspections, maintenance and repair to the bioretention system must be maintained and retained for the life of the system. Contractor shall utilize the SCM Service Record form in Section 3.7 for record keeping. These records shall be made available to any Charlotte City or Mecklenburg County agency upon request. **The Contractor shall submit records quarterly to the City's Project Manager.**

1.2 Dry Detention Basins

General Description: Dry Detention Basins are basins intended to provide water quality management by decreasing the energy of storm water runoff before release into storm drain systems. This type of system is typically dry and landscaped with turf along its banks and within the basin.

The Contractor is responsible for all maintenance and operations of dry detention basins. **Maintenance and Operation**

Inspect after every significant precipitation event and monthly at the minimum the dry detention basin for erosion, trash, vegetated cover and general condition.

Eroded areas shall be reported to THE CITY'S PROJECT MANAGER and debris removed immediately. Basin area turf shall be mowed twice a year at a minimum. Inspect sediment accumulation quarterly and report to THE CITY'S PROJECT MANAGER when volume is reduced to 80% of the original design volume or as designated by THE CITY'S PROJECT MANAGER.

Ensure the dry detention basin operates in accordance to its design.

1.2.1 Recordkeeping

Records of all inspections, maintenance and repair to the dry detention basin system must be maintained and retained for the life of the system. Contractor shall utilize the SCM Service Record form in Section 3.7 for record keeping. These records shall be made available to any Charlotte City or Mecklenburg County agency upon request. **The Contractor shall submit records quarterly to the City's Project Manager.**

1.3 Wet Retention Basins

General Description: Wet Retention Basins are basins intended to provide water quality management by filtering storm water runoff before release into storm drain systems. This type of system typically retains water and may be landscaped with plants along its banks and within the water.

1.3.1 Maintenance and Operation

The Contractor is responsible for all maintenance and operations of wet retention basins.

Inspect after every significant precipitation event and monthly at the minimum the wet retention basin for erosion, trash, vegetated cover and general condition.

Eroded areas shall be reported to THE CITY'S PROJECT MANAGER and debris removed immediately. Maintain a seven (7) to ten (10) foot plant/turf buffer around the basin.

Inspect sediment accumulation quarterly and report to THE CITY'S PROJECT MANAGER when volume is reduced to 80% of the original design volume or as designated by THE CITY'S PROJECT MANAGER.

Ensure the wet retention basin operates in accordance to its design.

1.3.2 Recordkeeping

Records of all inspections, maintenance and repair to the wet retention basin system must be maintained and retained for the life of the system.

Contractor shall utilize the SCM Service Record form in Section 3.7 for record keeping. These records shall be made available to any Charlotte City or Mecklenburg County agency upon request. **The Contractor shall submit records quarterly to the City's Project Manager.**

PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below.

- A. Required Forms;
 - The Price Schedule
 - The Proposal Submission form;
 - The "References" Form;
 - The Equipment list;
 - The "Certification Regarding Debarment, Suspension and Other Responsibility Matters" Form;
 - The "Byrd Anti-Lobbying Certification" Form;
 - NC License information
- B. Exceptions to the Remainder of the RFP, including the Sample Contract.

1.3. Proposal Content.

- 1.3.1. Required Forms.

To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal
- 1.3.2. Acknowledgements.

To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal.
- 1.3.3. Exceptions to the RFP.

Companies must review Section 1.6.16 for an overview of Exceptions to the RFP. If you elect to take Exceptions to the RFP, including the Sample Contract, then you must upload a redlined version under the Acknowledgement Section in the Procurement Portal. If exceptions are not identified by way of an uploaded redline version, then they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration.

PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Contractors will not be considered unless the following **minimum qualifications** are met:

- Contractor and subcontractors must employ at least one (1) licensed NC Landscape Contractor to be responsible for the anticipated work as a result of this solicitation.
- Contractor and subcontractors must employ at least one (1) licensed NC Pesticide Applicator obtaining subclasses in Turf & Ornamentals, Right-of-Way and Aquatics.

All stormwater SCM repair and maintenance performed by the Contractor and subcontractors must employ at least one (1) certified NCSU Stormwater SCM Inspection & Maintenance.

All irrigation construction or contracting performed by an individual, partnership, association, corporation, firm, or other group shall be under the direct supervision of an individual licensed by the North Carolina Irrigation Contractors' Licensing Board (NCICLB).

All tree work shall be performed or directed by an ISA Certified Arborist.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a) **Experience of firm providing similar services for similar size and type projects;**
 - **(Value 20 Points)**
- b) **Qualifications and relevant experience of key team members;**
 - **(Value 20 Points)**
- c) **Availability of key team members and equipment for this Project (including emergency response time);**
 - **(Value 25 Points)**
- d) **Cost Effectiveness and Value;**
 - **(Value 25 Points)**
- e) **Acceptance of the Terms of the Contract.**
 - **(Value 10 Points)**