

REQUEST FOR PROPOSALS

CENTER CITY WEST, GROUNDS MAINTENANCE

RFP # 269.2024.016



CHARLOTTESM

**CITY OF CHARLOTTE
NORTH CAROLINA**

SEPTEMBER 18, 2023

REQUEST FOR PROPOSALS
RFP # 269.2024.016
Center City West – Grounds Maintenance

September 18, 2023

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Center City West – Grounds Maintenance. 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 **October 12, 2023 at 2:30 p.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.

[Click here to join the meeting](#)

Meeting ID: 250 934 467 54

Passcode: yshBAY

[Download Teams](#) | [Join on the web](#)

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **October 19, 2023 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.

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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 the **seven (7)** city owned properties within the Center City West District Area. The Work consists of but is not limited to grounds maintenance, turf maintenance, shrub maintenance, groundcover maintenance, perennial maintenance, trash and debris removal, storm debris pickup and limited tree maintenance.

1.2. Definitions.

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

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	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.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business INclusion/CBI:</i>	Refers to the Charlotte Business INclusion office of the City of Charlotte.
<i>Charlotte Business INclusion Policy/CBI Policy:</i>	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.
<i>Charlotte Combined Statistical Area:</i>	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.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>Company:</i>	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.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Company for all or part of the Services.

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<i>Deliverables:</i>	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.
<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 Center City West – Grounds Maintenance for the City.

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<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.
<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 Center City West – Grounds Maintenance 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

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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 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.

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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 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

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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.
- 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

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designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

The City intends to negotiate utilization of MWSBE(s). The City requires the Company to submit any MWSBE firms it intends to utilize. Therefore, the Company is required to submit the "MWSBE Utilization Form" through the Procurement Portal. Failure to submit this form with the Proposal shall render the Proposal non-responsive.

City certified MWSBE firms can be found in the City's InclusionCLT system:

<https://charlotte.diversitycompliance.com/>

- 1.6.10. 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.
- 1.6.11. 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.
- 1.6.12. 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.
- 1.6.13. 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.
- 1.6.14. 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.
- 1.6.15. 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.

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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 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.

1.6.16. 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.

1.6.17. 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.

1.6.18. 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
September 18, 2023	<i>Issuance of RFP.</i> The City issues this RFP.
October 10, 2023	<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.
October 12, 2023	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 2:30 p.m.
October 16, 2023	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 5 p.m.
October 19, 2023	<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>
March 1, 2024	<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.**

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.

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **October 12, 2023 at 2:30 p.m.** Meeting information is provided below:

[Click here to join the meeting](#)

Meeting ID: 250 934 467 54

Passcode: yshBAY

[Download Teams](#) | [Join on the web](#)

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 **October 19, 2023 on or before but no later than 3 p.m.**

Section 2

Procurement Process

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>

Section 3 Scope of Services

3. SCOPE OF CENTER CITY WEST – GROUNDS MAINTENANCE.

General Scope.

The Contractor shall provide all labor, equipment, supplies, and materials required to provide grounds maintenance services for the seven (7) city owned properties within the Center City West District Area. The Work consists of but is not limited to grounds maintenance, turf maintenance, shrub maintenance, groundcover maintenance, perennial maintenance, trash and debris removal, storm debris pickup and limited tree maintenance.

LOCATIONS OF THE PROJECT:

Name	Locations
4 th Street Medians	Medians on 4 th St. from Johnson & Wales Way to Wesley Heights Way
5 th Street Medians	(Medians on 5 th St. from Irwin Ave. to West Trade Street; also includes the triangular island at the intersection of 5 th and 6 th St.)
5 Points Intersection ROW	Includes 3 Corners at the intersection of Rozzelles Ferry Rd., Trade St., and 5 th St.
Cedar Street Yard	600 South Cedar Street
I-77 West Trade St. Underpass ROW	(ROW on West Trade St. at Underpass of I-77; includes ROW on both sides of Trade St. from the Southbound ramps of I-77 to Sycamore St.; also includes one landscaped bed on the corner of Wesley Heights Way and Trade St.)
Johnson & Wales Way Medians	Medians on Johnson & Wales Way from West Trade Street to West 4 th Street
Settler's Cemetery	200 West 5 th Street

It is the intent of the City to award Center City West to a single Contractor. The Contractor must bid on the entirety of the project. Incomplete bids will not be considered.

LANDSCAPE CONSTRUCTION STANDARDS

By entering into this Contract, the Contractor agrees to an understanding of the current edition of the ***City of Charlotte-Landscape Management Division's Landscape Construction Standards*** (included by reference) and to comply with the specifications and requirements described in this Contract.

PROFESSIONAL REGISTRATIONS

The Contractor shall comply with applicable laws regulating the practice of landscape contracting and pesticide applications as required by the **NCLCLB** and **NCDA**. 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.

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.

Upon notification of intent to award, within 48 hours, you will be required to provide a valid copy of your State of North Carolina's licenses for:

- Landscape Contractor,
- Pesticide License, and
- Irrigation Contractor's license.

Section 3 Scope of Services

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, string trimmers, blowers, hand tools, pesticide 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 bush hogs, 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. 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.

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://charmeck.org/city/charlotte/Transportation/ROWUse/Documents/2006%20WATCH%20-%20Crane%20Rev.pdf>
- The current edition of the North Carolina Department of Transportation **NCDOT Standard Specifications for Roads and Structures** and the **NCDOT Standard Roadway Standard Drawing, Division 11** for state maintained roads.

<https://connect.ncdot.gov/resources/Specifications/Specification%20Resources/2012%20Standard%20Specifications.pdf>

<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.

The Contractor is responsible for notifying the Department of Transportation (CDOT) Right of Way Management Section at bkilgo@charlottenc.gov in accordance with Section 3 & 4 of the WATCH Handbook of any work in a thoroughfare, inside the Central Business District (CBD) or for total street closures.

STREETCAR CLEARANCES AND RESTRICTIONS

During the performance of the Work, the contractor must abide by the following clearances and restrictions set forth in the CATS Streetcar MOU (2015-04-23 Signed Streetcar MOU):

3.0 Clearances and Restrictions

All maintenance operations shall be completed with minimum impact to the streetcar track slab, rails, OCS poles and overhead catenary lines. All work within public right of way shall be accomplished by adhering to Standards and Provisions established by the Right of Way Management Program and by meeting the following minimum clearances and restrictions.

The typical height of the overhead catenary line is 18 feet. No work shall be performed within 10 feet of an energized overhead catenary system. Cranes and boomed equipment may not be operated in the direction of the catenary within a distance of boom length plus 10 feet.

Minimum clearance from the nearest rail to any obstruction alongside the track is 5 feet.

If work or equipment may encroach in the 10' minimum clearance to the energized overhead line or the 5 feet clearance to the nearest rail, CATS is to be contacted by the encroaching party and a CATS ROW Access Authorization will be required.

PERSONNEL

The personnel listed in the Contractor's organizational chart should be assigned to the Project until completion. The Contractor shall submit, for approval by the City, organizational charts and qualifications of personnel for any portions of the work subcontracted to other Contractors. No changes in the personnel of subcontracting Contractors shall be made without prior written approval by the City.

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.

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, clearly identifying the person and the name of their company. All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas.

The Contractor personnel must be reachable by phone or email in all situations and must respond within 24 hours.

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.

SUPERVISION

One competent individual will 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 via cell phone or email during the Contract Period.

POINTS OF CONTACT AND NOTIFICATION

The City and Contractor shall cooperate with one another to fulfill their respective obligations under this Contract.

Notices shall be sent to the designated point of contact and shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

City's Point of Contact

The City shall designate a Project Manager who is authorized to act in the City's behalf with respect to the Project, except as otherwise limited by this Contract. The City's Project Manager is:

Adam White, Field Operations Supervisor
City of Charlotte – Landscape Management
701 Tuckaseegee Road
Charlotte, NC 28208
Phone: 704-564-6802
Email: adam.white@charlottenc.gov

WORKING HOURS

Routine operations will be restricted to daylight hours. 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.

Application of chemicals is restricted to appropriate weather conditions in accordance with the product labeling.

Emergency or non-routine work will be performed as necessary with prior approval by the City's Project Manager.

PROJECT LOCATION INSPECTIONS

The condition of each project location will be inspected on a continual basis and rated weekly by Landscape Management using a rating sheet unique to each area. Each location will be evaluated on the following:

Turf Maintenance:

- (i) Turf mowing;
- (ii) Edging/trimming; and
- (iii) Cleanup of grass, leaves, trash & debris.
- (iv) Aeration and seeding

Landscape Maintenance:

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

Irrigation Operation, Maintenance, and Repair:

Irrigation Operation

Irrigation Maintenance and Repair

Section 3 Scope of Services

During the inspection, Landscape Management will note whether each maintenance component for each project location is satisfactory or unsatisfactory. Landscape Management will then refer to the weekly fee on the Contractor's Itemized Proposal for each location. Project locations that are found to be unsatisfactory will be, by their corresponding dollar amount in the Contractor's Itemized Proposal, 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 service cycle.

For Example:

Ground maintenance for the (PROJECT LOCATION)

Landscape Management's inspection revealed that:

Service Cycle 1: The grass was not mowed and trimmed.	Unsatisfactory
Service Cycle 2: Ground maintenance per specifications.	Satisfactory
Service Cycle 3: Ground maintenance per specifications.	Satisfactory
Service Cycle 4: Ground maintenance per specifications.	Satisfactory

The Contractor's unit price (from the Itemized Proposal) was \$60 per week for this location. A \$60 amount would be deducted from the Contractor's monthly invoice of \$240 (4 weeks of service for the month). Multiple unsatisfactory ratings for a project location occurring sequentially in a given month will result in multiple deductions.

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 Landscape Management Division.

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. 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.

PROJECT SPECIFICATIONS

SERVICE CYCLE

Service Cycles include all grounds maintenance specifications below. Grounds Maintenance service cycles shall be completed in their entirety a MINIMUM of every seven (7) days. Once Grounds Maintenance cycles have begun, they shall be continuous until the cycle is complete.

GROUNDS MAINTENANCE

Services include all labor, materials, equipment, and supplies to perform ground maintenance work at each project location listed on the Itemized Proposal. All work shall comply with current and proper horticultural practices. Specifications for each component of work are detailed below. Grounds Maintenance includes:

1. **Turf maintenance**
2. **Landscape maintenance**
3. **Irrigation Operation, Maintenance, and Repair**

1. TURF MAINTENANCE

Mowing

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

Mow all turf areas throughout the year as necessary at each service cycle. Maintain turf-type tall fescue height at four (4") 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.

Edging

Mechanically edge curbs and 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.

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, leaves, and/or debris on paved areas or walkways on the same day as mowed. Do not blow clippings, leaves, or debris into storm drains, curb & gutter/streets, air conditioner units, buildings, vehicles, windows, landscape beds or mulched areas.

Aeration and Seeding

Aeration and seeding are required at the following location(s):

- Settlers Cemetery

All fescue turf areas shall be core aerated in two directions once yearly in the fall between September 1st and October 15. Overseed all turf areas with a turf-type tall fescue applied at the rate of 4 lbs. per 1000 square ft. Apply straw mulch over thin or bare turf areas at a rate of 1½ bales (90 lbs.) per 1000 sq. ft. to bare areas 1 sq. ft. and larger, after seeding. This process should coincide with turf renovations and fertilization. Bermuda turf is not to be aerated or overseeded.

Use topsoil to fill, smooth, and reseed all ruts, holes, scalped areas or other damaged turf within one (1) month of occurrence or detection during the growing season.

2. LANDSCAPE MAINTENANCE

Ornamental Trees

Prune trees as needed throughout the year, or whenever hazardous conditions exist. Maintain trees so that they remain FREE FROM suckers and water sprouts. Maintain all trees within the Project area in the natural shape and form for their particular species or variety.

Prune limbs so that seven (7) feet above the ground remains clear of foliage. Remove low hanging, dead, or damaged limbs.

Trees shall be pruned as needed throughout the year in order to comply with Department of Transportation sight distance guidelines. The Landscape Management staff will notify the Contractor when these situations occur. In some instances, unscheduled pruning may have to occur in order to comply with Department of Transportation sight distance guidelines or vehicle safety and/or security issues.

Section 3 Scope of Services

Prune evergreen trees, including but not limited to Foster Hollies and Nellie R Stevens Hollies, as needed throughout the year so that new growth does not exceed six (6) inches.

Remove all guying materials from planted trees and shrubs within one (1) year of planting.

Remove all pruning debris on the same day as pruned.

Do not top Crape Myrtles.

Shrubs

Shrubs shall be pruned as needed throughout the year so that new growth does not exceed six (6) inches, so that inconsistent growth is removed, or so that they do not protrude into the roadway or sidewalk. Where vehicular or pedestrian sight lines exist, shrubbery shall be maintained at a height no greater than thirty (30) inches so there are not any sight obstruction issues, permitting safe passage of vehicles and pedestrians. Shrubs shall be pruned as needed throughout the year in order to comply with Department of Transportation sight distance guidelines. Landscape Management staff will notify the Contractor when these situations occur. Shrubs shall be pruned within seven (7) days of such a notification.

Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers.

Prune all roses between February 1st and March 1st, just before first flush of spring.

Remove broken, dead, or damaged branches and plants upon detection.

Remove pruned material from site the same day pruned.

Fertilize ornamental shrubs 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 14-14-14 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

Perennials

Perennials include all ornamental grasses, lirioppe, day lilies, canna lilies, spring or summer flowering bulbs, or any herbaceous plant material. Maintain plant material so that it 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 lirioppe and ornamental grasses once each winter/spring between January 1st and 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 1st and March 1st according to label rates. Acceptable fertilizer N-P-K ratios are 14-14-14 or approved equivalent. Additional fertilization may be necessary throughout the year to maintain plant health and color or improve nutrient deficiencies.

Mulching

Mulching includes: areas around all existing trees, shrubs, and groundcover and all other areas that have existing mulch.

Mulch should be refreshed in its entirety the first year of the contract during the months of December/January/February. Throughout the entire contract period mulch shall be neatened, re-distributed, fluffed, or added as needed in order to maintain a consistent mulch cover of four (4) inches around all trees and shrubs and a two (2) inch cover around perennials and herbaceous groundcover. Do not apply mulch in small open

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areas between or on top of closely planted spreading groundcover plants such as liriopse, daylilies, or vines. A site investigation is mandatory to evaluate needs and type of mulch. Apply mulch that is clean and free of excess greenwood and debris. Shredded pine bark, hardwood, or cypress mulches are the only acceptable types of mulch that can be used. Pine needles are acceptable in areas that have existing pine needles and 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. All mulch shall be free of any foreign materials and shall not have pieces larger than 2 inches.

Mulch depths are not to be exceeded. Do not pile mulch up around tree and shrub trunks. Taper mulch to ground level around shrub and tree trunks. No mulch volcanos. 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. 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 soil as needed to fill and smooth all ruts, holes, or other damaged mulched areas within one (1) month of occurrence or detection.

All mulching shall comply with the most current Landscape Construction Standards.

When mulching, return each location to a condition free of excess mulch and debris the same day mulched.

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 trees, shrubbery, and perennials. Apply pesticides at each location as needed to control disease, insects, or mite pests 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, in accordance with product labeling, without endangering workers or the public.

Pests that are considered a public nuisance shall be treated each time work is performed with the appropriate chemical in accordance with product labeling, without endangering workers or the public. Public nuisance pests include fire ants/fire ant mounds, yellow jackets, wasps, hornets or other pests that are hazardous to the general public.

Pests that affect plant material shall be controlled as needed according to the following parameters: minor insect or disease control is included in the contract pricing and is considered to be less than 100 sq. ft. in area and no more than one occurrence per year. Insect or disease infestations more than 100 sq. ft. in area and/or multiple occurrences per year will be considered additional work beyond the scope of the contract, in which case the contractor shall provide a quote to Landscape Management staff for insect and disease control measures.

Ensure all chemical applications conform to NCDA pesticide laws and applicable federal laws. All chemicals and pesticides proposed for use require prior approval by Landscape Management.

Maintain the entirety of mulched beds and the areas between plants and in ground cover areas so that they remain consistently WEED FREE. Control all weeds occurring within asphalt and concrete cracks, walks, and concrete medians as well as median tips, dividers, expansion joints, curbs and gutter; around rip-rap areas, guardrails, fence lines, or other such areas. Spray bands are not permitted around mulched areas, signs, posts, guy wires, or any other structures in turf areas. Provide weed control as needed throughout the year. Leaching of chemicals into turf areas is not acceptable.

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Control all weeds and vines on trees, shrubbery, or perennials upon detection. Remove weeds from site the same day pulled.

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

Leaves, Trash and Debris Removal

During each service cycle, remove fallen leaves from all grassed, shrub, and mulched areas throughout the year to maintain a well-groomed appearance. Do not allow large accumulations of leaves to remain.

At Settlers Cemetery and 5 Points Intersection ROW empty trash receptacles, remove and dispose of all unauthorized signs, cigarette butts, glass, paper, sticks, limbs, trash and other debris hazards Monday, Wednesday, and Friday.

All other locations remove and dispose of all unauthorized signs, cigarette butts, glass, paper, sticks, limbs, trash and other debris hazards from all areas once a week on a year-round basis.

Storm Debris

Remove and dispose of all storm debris during each service cycle. Certain situations may require an immediate response.

Contractor is responsible for removing fallen tree limbs up to four (4) inches in diameter. Report major tree work to the City's Project Manager.

Vehicular Damage

Upon detection, report damage of plant material to Landscape Management staff. After damage has been photographed and documented by Landscape Management staff, remove debris and damaged plant material as directed.

IRRIGATION OPERATION, MAINTENANCE AND REPAIR

Irrigation Operation, Maintenance, and Repair is required at the following location(s):

- 5 Points Intersection Right of Way

The operating season is from approximately March 1st to approximately November 30th. This may increase or decrease due to weather, holidays, or special requests by the City's Project Manager.

Prior to implementation, the Contractor shall perform a full walk-through with the City or City's representative to determine that each irrigation system is fully operational. Any repairs required to bring the system to a fully operational status shall be a price negotiated and paid for on a time and material basis and will be paid from the contract contingency allowance.

Irrigation Operation

The Contractor is responsible for operating all irrigation systems. Minimum responsibilities include: making minor adjustments to nozzles and heads, cleaning nozzles and clogged heads, installing/removing riser extensions, marking heads for core aeration, adjusting clocks and timers due to electrical surges or time changes and to adjust water applications, replacing burned out fuses, identifying problems for repair work to the systems, special needs, and bed preparation or other contract work or special events. Check all irrigation systems twice monthly to identify problems for repair work and to monitor moisture needs.

Operate the irrigation systems according to Charlotte Mecklenburg Utility (CMU) requirements. Operating times may vary depending on CMU requirements or as determined by Landscape Management. Generally, systems should run between 9:00 P.M. and 4:00 A.M. to ensure plants and turf receive one (1) inch of water per week during the growing season (system operation should

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include seasonal rainfall). Adjust or shut off the irrigation system in the event of unpredicted heavy rainfalls and depending on the abnormally adverse weather conditions and plant needs, readjust or reactivate system within a 12-hour period as conditions change and water needs increase or decrease.

In the event of water leaks, damages, or malfunctions, etc.; turn irrigation systems off, mark any noted problem areas, and report to Landscape Management immediately.

Irrigation Maintenance and Repair

The Contractor is responsible for the maintenance and repair of all irrigation systems. Minimum responsibilities include:

- A full system check at start-up (including, but not limited to: Checking and repairing all heads, strainers, nozzles, wire connections, valves, controllers, valve boxes and covers, drip tubing and connections; repair of piping of 1½" or less in diameter; installation of controllers and batteries; presetting all controllers; and pressurizing system) Dates for start-up and pre-set controller times will be determined by the City's Project Manager and the Contractor.
- Monthly site inspection report and report of any work needing to be done or that was performed.
- Mid-season full system check.
- Two "requests for service" per site during the operating season (emergency water shutoff will not be considered a service request).
- Winterization (including, but not limited to: Draining all parts of the system possible, removing and storing all controllers and batteries, cutting off backflow devices and/or water meters,). Dates will be determined by the City's Project Manager and the Contractor.
- Yearly backflow inspections and written report as required by CMU.

Items not covered in this section include: repair and/or replacement of controllers and backflow devices, repair of piping 1½" or greater in diameter, damages due to lightning, damages under paved surfaces which are not sleeved, damages by others such as vehicular traffic, construction, or vandalism. Repair work for these items will be paid for from the contract contingency.

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 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 fertilities 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 website: <http://charmack.org/stormwater/Pages/default.aspx>.

COMPENSATION

Measurement

There will be no separate measurement for grounds maintenance items listed above.

Payment

The quantity of Work will be paid for each service cycle at the Contract unit price for grounds maintenance that includes all the items listed above. Payment will be full compensation for all work, including but not limited to

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supervision, labor, transportation, fuels, lubricants, repair parts, equipment, and tools necessary for the performance and completion of the Work.

Contract unit price shall be rounded to the nearest dollar.

Contingency Allowance

A Contingency Allowance (Contingency) is included as a line item in the itemized proposal. The Contingency may only be used by the contractor upon written instructions from the Project Manager. Any portion of the Contingency remaining at the end of the contract will revert to the City. The city reserves the right to change the Contingency amount prior to award.

An increase exceeding the Contingency Allowance must be executed by written change order, with the appropriate authorized signature(s).

4. 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. Cover letter;
- B. Proposed Solution;
- C. Bid Table (Pricing Response);
- D. Required Forms;
- E. Exceptions to the Remainder of the RFP, including the Sample Contract.

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. Proposed Solution.

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

4.1.3. 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

4.1.4. Acknowledgements.

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

4.1.5. 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.

5. SUBMITTAL 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 Submittals. 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 submittal will be the primary source of information used in the evaluation process. Submittals 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 Submittal from further evaluation.

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. Qualifications, Experience, And Approach;
- b. Equipment List;
- c. Cost Effectiveness and Value;
- d. Acceptance of the Terms of the Contract

5.1. **Qualifications, Experience, and References. (Value 30 points)**

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include minimum of 3 references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

5.2. **Equipment List. (Value 15 Points)**

Company to provide list of all equipment that will be used to to carry out tasks as described in the Scope of Services.

5.3. **Price Schedule. (Value 45 Points)**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

5.4. **Acceptance of the Terms of the Contract. (Value 10 Points)**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.16 of this RFP.