

REQUEST FOR PROPOSALS

FORESTRY MULCHING SERVICES

RFP # 269.2026.175



**CITY OF CHARLOTTE
NORTH CAROLINA**

JANUARY 28, 2026

REQUEST FOR PROPOSALS
RFP # 269.2026.175
Forestry Mulching Services

January 28, 2026

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Forestry Mulching Services. 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.

REMOTE MEETING: A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **February 9th, 2026 at 11:30 AM EST**. **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.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/25932362589367?p=Y8LAf3NUAcqQqbQ1EF>

Meeting ID: 259 323 625 893 67

Passcode: Yv7mo7HS

Dial in by phone

[+1 872-256-4172,,999239462#](tel:+18722564172,,999239462#) United States, Chicago

[Find a local number](#)

Phone conference ID: 999 239 462#

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **FEBRUARY 16th, 2026 at 3 PM EST**.

The City is an equal opportunity purchaser.

Sincerely,



Lyandra Veloz
Procurement Agent

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

TABLE OF CONTENTS

1. INTRODUCTION.....	1
1.1. OBJECTIVE.....	1
1.2. DEFINITIONS.....	1
1.3. ACCURACY OF RFP AND RELATED DOCUMENTS.....	4
1.4. CITY'S RIGHTS AND OPTIONS.....	4
1.5. EXPENSE OF SUBMITTAL PREPARATION.....	4
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.....	10
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.....	11
3. SCOPE OF FORESTRY MULCHING SERVICES.....	12
4. PROPOSAL CONTENT AND FORMAT.....	19
4.1. PROPOSAL CONTENT.....	19
5. PROPOSAL EVALUATION CRITERIA.....	20
5.1. TECHNICAL APPROACH AND METHODOLOGY (25 POINTS)	20
5.2. EXPERIENCE AND QUALIFICATIONS (25 POINTS)	20
5.3. EQUIPMENT AND RESOURCES (25 POINTS)	20
5.4. COST PROPOSAL (25 POINTS)	20

Section 1

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 City of Charlotte is seeking qualified and experienced contractors to provide comprehensive forestry mulching services for various properties and rights-of-way under the City's jurisdiction. The purpose of this solicitation is to establish a contract for vegetation management through mechanical mulching processes that will clear overgrown areas, manage invasive species, reduce fire hazards, improve land accessibility, and maintain ecological balance across City-owned or managed properties.

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.

Section 1 **Introduction and General Information**

<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 Forestry Mulching Services for the City.

Section 1

Introduction and General Information

<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 Forestry Mulching Services 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

Section 1 **Introduction and General Information**

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.

Section 1

Introduction and General Information

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

Section 1

Introduction and General Information

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

Section 1

Introduction and General Information

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

There is a **Goal Waiver** for this listing.

The City strongly encourages participation whenever possible.

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

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

- 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

Section 1

Introduction and General Information

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 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

Section 1

Introduction and General Information

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
JANUARY 28, 2026	<i>Issuance of RFP.</i> The City issues this RFP.
FEBRUARY 06, 2026	<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 PM EST.
FEBRUARY 09, 2026	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 11:30 AM EST.
FEBRUARY 13, 2026	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 3 PM EST.
FEBRUARY 16, 2026	<i>Proposal Submission.</i> Proposals are due by 3 PM EST via the Procurement Portal.
TBD	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
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 PM EST on FEBRUARY 6th, 2026.**

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 **FEBRUARY 9th, 2026 at 11:30 AM EST.** Meeting information is provided below:

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/25932362589367?p=Y8Laf3NUAcqQqbQ1EF>

Dial in by phone

[+1 872-256-4172,,999239462#](tel:+18722564172,999239462#) United States, Chicago

[Find a local number](#)

Meeting ID: 259 323 625 893 67

Passcode: Yv7mo7HS

Phone conference ID: 999 239 462#

Section 2

Procurement Process

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 **FEBRUARY 16th, 2026 on or before but no later than 3 PM EST.**

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 FORESTRY MULCHING SERVICES.

GENERAL SCOPE OF WORK

The Contractor shall provide all labor, equipment, materials, supervision, transportation, and incidentals necessary to perform forestry mulching services as specified herein. Forestry mulching involves the use of specialized equipment to cut, grind, and clear vegetation, leaving a layer of mulch on the ground that aids in erosion control and soil enrichment.

LANDSCAPE CONSTRUCTION STANDARDS

By entering 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

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.

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:

1. 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-Crane%20Rev.pdf>
2. 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.

Section 3

Scope of Services

<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>

3. 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.

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 always available 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.

Section 3

Scope of Services

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:

Austin Ramsey, Landscape Property Manager
City of Charlotte – Landscape Management
701 Tuckaseegee Road
Charlotte, NC 28208
Phone: 704-572-8317
Email: austin.ramsey@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 manufacturer's specifications.

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

PROJECT LOCATION INSPECTIONS

The City reserves the right to inspect all work in progress and upon completion to ensure compliance with specifications.

The Contractor shall correct any deficiencies or non-conforming work identified by the City at no additional cost and within the timeframe specified by the City.

PROPERTY AND PLANT PROTECTION AND/OR REPLACEMENT

The Contractor will be held responsible for all property and plant damage, including negligence while performing the work. Any property or plants damaged during 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 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

Section 3

Scope of Services

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

SITE ASSESSMENT AND PLANNING

- The Contractor shall conduct a comprehensive pre-work site assessment of all designated areas within five (5) business days of receiving a work order from the City.
- The Contractor shall identify and document existing site conditions including terrain characteristics, vegetation density, tree diameter ranges, presence of protected species or habitats, proximity to structures or utilities, and any potential hazards or obstacles.
- The Contractor shall prepare and submit a detailed work plan for each project site that includes proposed equipment deployment, estimated timeline, safety protocols, environmental protection measures, and debris management strategy.
- The Contractor shall coordinate with the City's designated Project Manager to review and obtain approval of the work plan prior to commencing operations.
- The Contractor shall identify and clearly mark any trees, vegetation, structures, utilities, or features designated for preservation by the City prior to beginning mulching operations.
- Repeat assessments due to City delays or access issues are billed separately.

VEGETATION CLEARING AND MULCHING OPERATIONS

- The Contractor shall clear and mulch vegetation as specified in individual work orders, which may include but is not limited to: underbrush, shrubs, saplings, small to medium trees, invasive plant species, vines, brambles, and other woody vegetation.
- The Contractor shall be capable of mulching trees and woody vegetation up to a minimum diameter of twelve inches (12") at breast height (DBH), unless otherwise specified in the work order.
- All vegetation shall be mulched to ground level, leaving no stumps protruding more than two inches (2") above finished grade unless otherwise approved by the City.
- The resulting mulch layer shall be evenly distributed across the cleared area at a depth not exceeding four inches (4") to promote decomposition and prevent erosion while allowing for natural regrowth of desired vegetation.
- The Contractor shall operate equipment in a manner that minimizes soil compaction and disturbance to root systems of trees designated for preservation.
- The Contractor shall avoid creating ruts, gouges, or depressions that could lead to erosion or water pooling, and shall repair any such damage caused by operations at no additional cost to the City.

EQUIPMENT REQUIREMENTS

- The Contractor shall utilize forestry mulching equipment appropriate for the terrain and vegetation conditions encountered, including but not limited to: tracked or wheeled forestry mulchers, brush cutters with mulching heads, skid steers with mulching attachments, or excavators with mulching heads.

Section 3

Scope of Services

- All equipment shall be properly maintained, in good working condition, and equipped with appropriate safety features including rollover protection structures (ROPS), falling object protection structures (FOPS), and operator restraint systems.
- Equipment shall be equipped with mulching heads featuring carbide or hardened steel cutting teeth capable of efficiently processing the specified vegetation types.
- The Contractor shall ensure all equipment meets applicable EPA emissions standards and local noise ordinances.
- The Contractor shall have backup equipment readily available to minimize project delays in the event of equipment failure.

SELECTIVE CLEARING AND PRESERVATION

- The Contractor shall exercise care to preserve all trees, vegetation, structures, fencing, signage, utilities, and other features specifically identified by the City for retention.
- The Contractor shall maintain a minimum clearance distance of ten feet (10') from preserved trees unless otherwise specified, to protect root systems and prevent damage to bark or branches.
- The Contractor shall immediately notify the City's Project Manager if any marked preservation items are damaged during operations and shall be responsible for repair or replacement costs as determined by the City.
- The Contractor shall be capable of performing selective clearing operations to remove only invasive or undesirable species while preserving native or desirable vegetation as directed by the City.

INVASIVE SPECIES MANAGEMENT

- The Contractor shall have demonstrated experience in identifying and managing common invasive plant species found in North Carolina, including but not limited to: [examples: kudzu, multiflora rose, autumn olive, bush honeysuckle, tree of heaven, etc.].
- The Contractor shall implement best management practices to prevent the spread of invasive species during operations, including equipment cleaning protocols between sites when moving from infested to non-infested areas.
- The Contractor shall mulch invasive species thoroughly to prevent regrowth and shall notify the City if follow-up treatments or additional measures are recommended.

ENVIRONMENTAL PROTECTION AND COMPLIANCE

- The Contractor shall comply with all federal, state, and local environmental regulations, including but not limited to: Clean Water Act requirements, Endangered Species Act provisions, wetland protection regulations, and stormwater management requirements.
- The Contractor shall implement erosion and sediment control measures as necessary, including installation of silt fencing, straw wattles, or other appropriate barriers to prevent sediment migration into waterways, storm drains, or adjacent properties.
- The Contractor shall maintain a minimum setback distance of twenty-five feet (25') from streams, ponds, wetlands, or other water bodies unless otherwise specified, and shall implement additional protective measures as required by applicable regulations or City directives.

Section 3

Scope of Services

- The Contractor shall immediately cease operations and notify the City if any protected species, archaeological artifacts, or hazardous materials are discovered during work activities.
- The Contractor shall prevent the discharge of petroleum products, hydraulic fluids, or other pollutants into the environment and shall have spill response materials readily available on-site during all operations.

DAMAGE RESPONSIBILITY

- Contractor is responsible only for damage directly caused by Contractor's operations.
- Contractor is not responsible for pre-existing ruts, erosion, trash, incorrect utility locates, or environmental conditions outside Contractor control.

DEBRIS AND WASTE MANAGEMENT

- All vegetation shall be mulched in place unless otherwise specified in the work order. No burning of vegetation or debris shall be permitted unless explicitly authorized in writing by the City.
- The Contractor shall remove and properly dispose of any non-organic debris encountered during operations, including but not limited to: trash, metal, concrete, tires, or other refuse, at no additional cost to the City.
- If removal of mulched material is required by the City, the Contractor shall load, transport, and dispose of such material at an approved facility and provide documentation of proper disposal.
- The Contractor shall keep all work areas clean and orderly, removing equipment, materials, and debris from the site upon completion of work or at the end of each workday if operations extend beyond one day.

Non-Vegetative Debris

- Trash, metal, tires, concrete, or other non-organic debris removal is additional work.

SITE RESTORATION AND CLEANUP

- Upon completion of mulching operations, the Contractor shall perform final grading and smoothing of the work area to ensure proper drainage and a uniform appearance.
- The Contractor shall repair any damage to adjacent properties, landscaping, irrigation systems, fencing, signage, pavement, or other improvements caused by the Contractor's operations at no additional cost to the City.
- The Contractor shall seed disturbed areas with an City-approved seed mixture if specified in the work order, applying seed at the recommended rate and during the appropriate season for germination.
- The Contractor shall conduct a final walkthrough with the City's Project Manager to ensure all work has been completed in accordance with specifications and to address any deficiencies prior to project acceptance.

WEATHER AND SITE CONDITIONS

- The Contractor shall not perform work when site conditions are unsuitable due to excessive moisture, frozen ground, or other conditions that would result in unacceptable soil compaction, rutting, or environmental damage.

Section 3

Scope of Services

- The Contractor shall notify the City immediately if weather or site conditions prevent work from proceeding as scheduled and shall propose alternative scheduling arrangements.
- Rain, saturated ground, frozen ground, severe weather, utility delays, permitting delays, and environmental restrictions extend deadlines without penalty.

ENVIRONMENTAL SENSITIVITY DISCLOSURE

- City will provide wetland maps, buffer restrictions, protected species info, and environmental limits.

WARRANTY CLARIFICATION

- Warranty covers workmanship only—not regrowth, erosion, or third-party disturbances.

DOCUMENTATION AND REPORTING

- The Contractor shall maintain daily logs documenting work performed, including location, acreage completed, equipment used, personnel on-site, hours worked, and any issues or incidents encountered.
- The Contractor shall provide weekly progress reports to the City's Project Manager during active projects, including photographic documentation of work areas before, during, and after completion.
- The Contractor shall submit a final completion report for each work order within five (5) business days of project completion, including as-built documentation, final photographs, and certification that all work has been completed in accordance with specifications.

WORK ORDERS AND SCHEDULING

Task order based.

COMPENSATION

Payment

The quantity of Work will be paid for weekly at the Contract unit price for Forestry Mulching that includes all the items listed above. 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.

Contract unit price shall be rounded to the nearest dollar.

END OF SCOPE OF WORK.

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. Required Forms;
- B. Exceptions to the Remainder of the RFP, including the Sample Contract.

4.1. Proposal Content.

4.1.1. 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

4.1.2. Acknowledgements.

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

4.1.3. 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.

5. 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.

**All firms and subcontractors must be properly licensed and in good standing with the
North Carolina Secretary of State and the time of your submission.**

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:

5.1. Technical Approach and Methodology (25 Points)

- Demonstrated understanding of city's needs
- Quality control procedures
- Sustainable practices and environmental considerations
- Innovation in service delivery

5.2. Experience and Qualifications (25 Points)

- Company experience with similar size and scope contracts
- Qualifications and certifications of key personnel
- References from current clients with similar properties
- Industry certifications and affiliations
- Training programs for staff

5.3. Equipment and Resources (25 Points)

- Adequacy and condition of equipment
- Staffing levels and crew composition
- Backup equipment availability
- Technology used for scheduling and reporting
- Capacity to handle emergency situations

5.4. Cost Proposal (25 Points)

- Overall cost competitiveness
- Value of services proposed relative to cost
- Proposed annual increases for renewal options