REQUEST FOR PROPOSALS

UNSPECIFIED TREE REMOVAL / ARBORIST SERVICES

RFP # 269.2025.142



CITY OF CHARLOTTE NORTH CAROLINA

JUNE 17, 2025

REQUEST FOR PROPOSALS RFP # 269.2025.142 Unspecified Tree Removal / Arborist Services

JUNE 17, 2025

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Unspecified Tree Removal / Arborist 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.

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **July 10, 2025 at 9 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 Need help?

Join the meeting now

Meeting ID: 263 378 371 262 9

Passcode: QS65Td2Y

Dial in by phone

+1 872-256-4172,,116555530# United States, Chicago

Find a local number

Phone conference ID: 116 555 530#

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **July 21, 2025 at 3PM (EST)**

The City is an equal opportunity purchaser.

Sincerely,

Lyandra Veloz

Procurement Agent

Lyandra Veloz

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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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 work consists of providing tree removal services for various unspecified geographical locations. The Contractor(s) selected will assume full responsibility for removing trees as identified and assigned by the City of Charlotte. Services include tree removal, debris/wood removal and disposal, stump grinding, seeding and mulching, and the site clean-up associated with these arboricultural activities. Landscape Management will issue Work Orders to the Contractor(s) with the locations of the assigned work and descriptions on a daily basis. No debris will be left on site overnight or over the weekend. If the assigned tree removal work at a specific location cannot be completed in a single day, the site must be made safe, and the work shall commence the following work day.

The City anticipates awarding contracts to multiple contractors. These contracts will be for an initial term of 4 years with a single optional 1 year renewal possible.

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

Introduction and General Information

Manager: Refers to a specified Company employee representing the best interests of

the Company for this Project.

Contract: Refers to a written agreement executed by the City and the Company for all

or part of the Services.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that

the Company is required to deliver to the City in connection with the

Contract.

Department: Refers to a department within the City of Charlotte.

Documentation: 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.

Environmentally

Preferable Products: 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.

Evaluation Committee: Refers to a City-appointed committee that will evaluate Proposals and

identify the Company(-ies) best meeting the needs of the City.

Milestones: Refers to an identified deadline for the completion of specific Services

and/or the Acceptance of identified Deliverables, as specified in this RFP.

Minority-owned
Business Enterprise/

MBE: 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.

MWSBE: Refers to SBEs, MBEs, and WBEs, collectively.

MWSBE Goal: 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.

Post-Consumer Recycled Material:

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.

Introduction and General Information

Project: Refers to the City's need for a company to provide Unspecified Tree Removal

/ Arborist Services for the City.

Project Plan: 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.

Proposal: Refers to the proposal submitted by a Company for the Services as outlined

in this RFP.

Recyclability: 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.

Recycled Material: 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.

Services: Refers to the Unspecified Tree Removal / Arborist Services as requested in

this RFP.

Small Business

Enterprise/SBE: 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.

Specifications and Requirements:

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.

Subcontracting Goal:

Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for

an RFP and resulting Contract.

Trade Secrets:

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.

Woman-owned Business Enterprise/

WBE:

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.

Work Product:

Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

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

1.4. City's Rights and Options.

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

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

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs

related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

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

1.6.2. Right to Terminate Discussions.

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

1.6.3. Trade Secrets and Personal Identification Information.

Definition.

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

Instructions for Marking and Identifying Trade Secrets.

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

Availability of Proposals to City Staff and Contractors.

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

Availability of Proposals via Public Records Requests.

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

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

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

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in

connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.4. Statutory Requirements.

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

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, womenowned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer

agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

A goal waiver was issued for this opportunity. The city strongly encourages participation whenever possible.

City certified MWSBE firms can be found in the City's InclusionCLT system: https://charlotte.diversitycompliance.com/

1.6.10. Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.

1.6.11. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

- 1.6.12. Title VI Solicitation Notice: Note: Unless otherwise stated herein, this section is only applicable to purchases made by or on behalf of the Aviation Department. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- 1.6.13. Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

1.6.14. Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.

1.6.15. No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

1.6.16. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All

exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be 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
Reduced Packaging
Biodegradability
Compostability
Durability
Reduced toxicity
Take-back options
Energy Efficiency
Water efficiency
Life Cycle Management
Low volatile organic compounds
Pecyclability
Biodegradability
Durability
Take-back options
Water efficiency
Pollution Prevention
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

Introduction and General Information

Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

1.6.20. Disclaimer

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

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
June 18, 2025	Issuance of RFP. The City issues this RFP.
July 8, 2025	Submission of Written Questions Prior to Pre-Proposal Conference. 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 3PM (EST)
July 10, 2025	Non-Mandatory Pre-Proposal Conference to be held via the link indicated in Section 2.3 at 9AM (EST)
July 17, 2025	Submission of Questions After the Pre-Proposal Conference. Questions are due by 3PM (EST)
July 21, 2025	Proposal Submission. Proposals are due by 3PM (EST) via the Procurement Portal.
TBD	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
TBD	Contract Award by Council.
TBD	Services Commence. 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 **3PM** (EST) on July 8, 2025.

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

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

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **July 10, 2025 at 9AM (EST)** Meeting information is provided below:

Microsoft Teams Need help?

Dial in by phone

Join the meeting now

<u>+1 872-256-4172,,116555530#</u> United States, Chicago

Meeting ID: 263 378 371 262 9

Find a local number

Passcode: QS65Td2Y

Phone conference ID: 116 555 530#

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 **July 21, 2025 on or before** <u>but no</u> <u>later than</u> **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

3. SCOPE OF UNSPECIFIED TREE REMOVAL / ARBORIST SERVICES.

3.1. General Scope.

CONTRACT SUMMARY

This tree removal contract will consist of working with the City of Charlotte Landscape Management Division for the duration of this contract (4 years, with the option to extent 1 additional year), 8 hours day (6:30 a.m. – 3:00 p.m., with a 30 minute lunch period), Monday – Friday. The equipment and personnel assigned to this Contact will be staged at the Landscape Management office (701 Tuckaseegee Rd, Charlotte, NC, 28208). All equipment shall be able to be mobilized with personnel assigned to this project. The Contractor(s) may be required to perform request tree maintenance work as needed after-hours (post 3:00 pm).

The work consists of providing tree removal services for various unspecified geographical locations. The Contractor(s) selected will assume full responsibility for removing trees as identified and assigned by the City of Charlotte. Services include tree removal, debris/wood removal and disposal, stump grinding, seeding and mulching, and the site clean-up associated with these arboricultural activities. Landscape Management will issue Work Orders to the Contractor(s) with the locations of the assigned work and descriptions on a daily basis. No debris will be left on site overnight or over the weekend. If the assigned tree removal work at a specific location cannot be completed in a single day, the site must be made safe, and the work shall commence the following work day.

REMOVAL SCHEDULE

City shall provide the contractor with Work Orders and a list of trees to be removed. The Contractor shall proceed with the work continuously until completion.

When assigning Work Orders under this scope of work, the City reserves the right to either assign Projects per its discretion or to solicit Project pricing from firms contracted for this scope of work under this RFP.

The Contractor Crew Foreman/Work Planner shall provide daily production reports and weekly timesheets/invoices the City of Charlotte throughout the life of the contract for review and acceptance by the City of Charlotte Landscape Management. The daily production report may include a list of complete work.

WORK ON CITY PREMISES:

Whenever working on City of Charlotte premises, the Contractor(s) will obey all instructions and City policies as directed by representatives with the City of Charlotte.

QUALITY ASSURANCE

The Contractor(s) shall have on staff an International Society of Arboriculture (ISA) Certified Arborist who shall be the Project Manager. 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. Services are to be performed by tree workers, who, through related training and on the job experience, are familiar with the techniques and hazards of tree maintenance work including trimming, maintenance, repairing, and removal, and equipment used for these operations.

INVOICES

All invoices submitted to the City of Charlotte shall include the following by line item on each invoice submitted:

- 1. Scope of work (ex. removal)
- 2. Species of tree
- 3. Work order number (obtained on quote sheet)
- 4. Quantity of trees
- 5. Address
- 6. Amount per assigned tree/work order

- 7. Date completed per location/work order
- 8. Other information required by Charlotte Accounts Payable

EQUIPMENT AND PERSONNEL IDENTIFICATION

The Contractor(s) shall have in its possession or available to them by formal agreement at the time of proposal submission: trucks, aerial lift devices, chippers, hand tools, and other equipment which are necessary to perform the work as outlined in these specifications.

The Contractor(s) will provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City of Charlotte. All Contractor(s) personnel shall be clearly identified with the name of the company on their uniform. Tank top shirts and shorts are not allowed. Personnel shall maintain a neat and clean appearance. Equipment shall be clearly identified with the name of the company. All personnel shall wear high visibility safety vests that meet ANSI standards while working in traffic areas. All personnel shall wear PPE including, but not limited to, hard hat, hearing protection, eye protection, and safety shoes as required by the Project Manager. The Contractor(s) personnel must be reachable via cell phone.

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. Operate all work equipment in a safe manner so as not to create a hazard to the public and keep wheels off travel ways during maintenance operations.

PARKED VEHICLE NOTIFICATION

The Contractor(s) shall provide written notice, on Contractor's letterhead, of the intent for removal along a particular street/adjacent to the assigned address and place on parked vehicles. Notices shall be placed on vehicles twenty-four (24) hours prior to mobilizing to the street. The Contractor(s) shall make efforts to have parked cars removed by contacting the owners at their residence.

EXECUTION

A. <u>Safety Standards:</u>

All equipment to be used and all work to be performed shall be in full compliance with most current revision of American National Standards Institute, standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing, and for Cutting Brush). These standards are made part of the contract by this reference.

The Contractor(s) shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area in accordance with the City of Charlotte WATCH handbook.

B. <u>Cleanup:</u>

All other debris from tree removal activities shall be cleaned up each day before the work crew leaves the site unless given permission by the City to do otherwise. All lawn areas shall be raked; all streets and sidewalks swept; and all brush, branches, and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of arboriculture operations.

Stump grindings shall be removed from site with forty-eight (48) hours from completion of actual grinding operation unless instructed to do otherwise by City (see details in G. below).

Unless directed otherwise, it shall be the responsibility of the Contractor(s) to remove and dispose of all logs, brush, and debris resulting from the tree maintenance operations at no additional cost to the City of Charlotte.

C. <u>Travel Time:</u>

The Contractor(s) shall include all labor and mobilization of equipment costs into its fee for all work required. There will be no separate measurement or payment for travel time.

D. <u>Supervision:</u>

The proposed contract resulting from this RFP will be under the direct supervision of the City of Charlotte or its authorized representative. Any alternations or modifications of the work performed under the contract shall be made only by written agreement between the Contractor(s) and the City of Charlotte and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.

E. Work Crew Supervision:

The Contractor(s) shall provide qualified supervision of each crew at all times while working under the contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City.

F. Tree Removal:

Contractor shall be experienced in the removal of trees in accordance with standards set forth by the arboriculture industry as specified in ANSI Z133.

All limbs 8"- 16" diameter shall be lowered to the ground using lowering ropes, pulleys or crane so as to prevent branches and trunks from falling and creating damage to adjacent homes, driveways, sidewalks, trees, shrubs, streets and other property both public and private. All limbs 16" diameter or greater shall be removed solely using a crane, minimum 25 ton with 90 ft reach.

Contractor shall notify City Arborist or the City Arborist designee of trees that have a major defect that may present a hazard to the public.

G. Stump Grinding:

All exposed portions of the stump shall be ground to a depth of <u>24 inches</u> below the average surrounding grade unless noted otherwise. Surface roots shall be ground to a depth of 6 inches unless noted otherwise. All portions of stump growing over sidewalk, curb or driveway shall be manually removed to avoid damage to these structures from machinery and to prevent a trip hazard to the public.

All debris and any cut roots shall be removed from site prior to backfilling hole. Stump holes shall be backfilled with stump grindings to 2-4 inches above the average surrounding grade allowing for settling. Excess grindings shall be removed from site within 48 hours from completion of stump grinding. Stump grindings left at the request of the property owner shall be documented in writing by contractor and signed by property owner. A copy of this document shall be retained by the contractor for a year, and a copy shall be emailed to the project manager. Property owner shall remove grindings from site within 7 calendar days.

Stump Grinding operations shall be accomplished with equipment and methods acceptable in normal arboricultural operations in accordance with ANSI Z133.

The contractor is responsible for locating underground utilities prior to stump grinding operations.

H. Working Hours:

The Contractor(s) shall schedule work between the hours of 7:00AM and 6:00PM Monday through Friday unless authorized by the City of Charlotte to do otherwise. Some major thoroughfares of the City of Charlotte may not be accessed prior to 9:00AM and must be vacated by 4:00PM.

I. <u>Liability for Damage to Property and/or Plant Material:</u>

If using adjacent trees (ex. trees not scheduled to be removed) to complete the assigned tree removal, the Contractor(s) shall not use hydraulic circular saws, or climbing irons, spurs, spikes, or any other footwear which will injure any trees.

Any tree damage caused by the Contractor(s) shall be repaired immediately at no additional cost to the City. Any tree damaged beyond repair will be removed and replaced by the Contractor(s) at no additional cost to the City of Charlotte. The replacement tree will be of a size and species acceptable to the City Arborist or their designee.

The Contractor(s) is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City of Charlotte property or private property shall be the responsibility of the Contractor(s) to repair or to make arrangements to repair with the City of Charlotte's approval. This shall be done prior to final payment of contract. Areas are to be left in a condition equal to that which existed prior to the commencement of arboriculture operations.

J. <u>Tree Protection:</u>

Tree root systems must be protected during all phases of services. All tree protection and related work shall be in accordance with the Charlotte "Landscape Construction Standards" tree preservation and protection standard 0100.

K. <u>Seeding and Mulching:</u>

The work may include preparing seedbeds, furnishing, placing, and covering limestone, fertilizer, and seed; compacting seedbeds; furnishing, placing, and securing mulch; mowing; and other operations necessary for the permanent establishment of grasses and legumes from seed on earth areas disturbed by the removal operations.

All work covered in this section shall be in accordance with and all materials shall conform to the requirements of Charlotte "Landscape Construction Standards" Landscape Planting and Seeding Section.

L. <u>Measurement and Payment</u>

There will be no separate measurement or additional payment for any of the scopes of work B, C, D, E, G, H, I, J or K above.

TRAFFIC CONTROL

A. <u>Beginning Work and Street Closures</u>

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

The Contractor(s) shall install the projected advanced warning signs. These signs shall be in place one week before arboricultural activity begins. The Contractor(s) shall begin arboricultural activity on a street in accordance with the scheduled date of the closing of travel lane.

During daily arboricultural work hours, the Contractor(s) will maintain at least one lane of traffic. During periods of inactivity, all lanes of traffic will be open unless otherwise noted in the specifications.

B. <u>Right-of-Way Use Permit</u>

The Contractor(s) will not be responsible for obtaining the Right-of-Way Use Permit(s) from CDOT for approval to work in the streets rights-of-way in Charlotte.

C. <u>Traffic Control Plan</u>

Traffic control will be performed by the Contractor(s) based upon tile Traffic Control Special Provisions. The Traffic Control Special Provisions may refer to details in the WATCH Handbook.

The Contractor(s) shall be thoroughly familiar with the latest (2014) edition of the Work Area Traffic Control Handbook (WATCH). All traffic control devices and procedures shall conform to the requirements of the WATCH Handbook, the current edition of the Manual on Uniform Traffic Control Devices, the current edition of the North Carolina Department of Transportation (NCDOT) Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, the NCDOT Roadway Standard Drawings and the current edition of the NCDOT Standard Specifications for Roads and Structures.

The Contractor(s) shall maintain the traffic control as described herein unless the Contractor(s) submits an alternate traffic control plan to the City Engineer or their designee, and it is approved by the Engineer. The Engineer may direct the Contractor(s) to modify traffic control if, in the Engineer's opinion, traffic is not moving safely and efficiently.

D. Maintenance of Traffic

The Contractor(s) shall maintain all travel lanes in accordance with the WATCH Handbook diagrams in the Traffic Control Phasing.

Maintenance work, which involves closure of lane of traffic, will not be allowed during the peak flow hours as described in Section 5 of the WATCH Handbook, unless otherwise specified in the Contract Documents.

The Contractor(s) shall use flagger control in accordance with the WATCH Handbook diagrams referenced in the Traffic Control Phasing and with Sections 15, 16, and 17 of the WATCH Handbook.

The Contractor(s) will be required to maintain ingress and egress to all businesses and dwellings, and easy access to fire hydrants in accordance with Section 10, Part C of the WATCH Handbook.

The Contractor(s) shall not work both sides of the road simultaneously within the same area.

The Contractor(s) shall mark all hazards within the project limits with well-maintained signs, barricades, warning and/or channelizing devices.

E. <u>Emergency Crew Response</u>

As required, the Contractor(s) shall provide a crew for assistance to the City of Charlotte in the event of any emergency that may arise. The crew shall be provided within 2 hours, or as otherwise specified by the project manager, after the request by the City of Charlotte. The cost of the emergency crew shall be determined prior to the issuance of a Notice to Proceed.

F. <u>Traffic Control Devices:</u>

The Contractor(s) shall furnish, install, operate, relocate, maintain, and remove all temporary traffic control devices necessary for controlling traffic in accordance with the WATCH Handbook. The Contractor(s) shall notify CDOT regarding conflicting permanent signs. Only CDOT forces shall install, remove, or relocate any permanent signs within the right-of-way.

G. <u>Pedestrian Considerations:</u>

The Contractor(s) shall accommodate the needs of all pedestrians in accordance with Section 7 of the WATCH Handbook.

H. <u>Equipment and Material Storage:</u>

During periods of construction inactivity, all construction materials and equipment shall be stored by the Contractor as specified in Section 9, Part D of the WATCH Handbook.

I. <u>Measurement and Payment</u>

There will be no separate measurement or payment for traffic control.

END OF EXHIBIT A – TREE REMOVAL SCOPE OF WORK

EXHIBIT A1 – TREE REMOVAL SCOPE OF WORK DEFINITIONS

Whenever the following terms are used in the RFP Document, or in the plans, the intended meaning of such terms shall be as follows:

- Branch collar: Wood tissue that forms around the base of a branch between the main stem and the branch.
 Usually as branch begins to die back, the branch collar begins to increase in size.
- 2. **Callus**: New growth made by the cambium layer around all of a wound.
- 3. **Cambium layer**: Growing point between the bark and sapwood.
- 4. **City**: Shall refer to, but is not limited to, the City Arborist or his designated representative.
- 5. **Closure**: Refers to the roll of callus growth around the wounded area.
- 6. **Contractor** refers to the individual, firm or corporation undertaking the execution of the Work under the terms of the Contract and acting directly or through its agents or employees.
- 7. **Cut**: The exposed wood area that remains after the branch has been removed.
- 8. **Cut Back**: Specified reduction of the overall size of the tree or individual branches but may include the overall reduction of the sides as well as the top of the tree.
- 9. **D.B.H.**: Diameter Breast High (4'-6" above the ground)
- 10. **Dormant**: A condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.
- 11. **Girdling roots**: Located above or below ground level circular growth around the base of the trunk or over the individual roots applies pressure to the hark area, thereby choking or restricting the flow of sap.
- 12. **ISA Certified Arborist**: A person who can verify having passed the Arborist Certification examination by the International Society of Arboriculture.
- 13. Landscape Construction Standards refers to the latest edition of the State of North Carolina's "Landscape Construction Standards" for construction under the jurisdiction of General Services Department Landscape Management Division.
- 14. Lifting: The removal of lower branches for under clearance.
- 15. Parent stem: The main trunk system of the tree.
- 16. **Precut or Pre-cutting**: The removal of the branch at least 6" beyond the finishes cut to prevent splitting into parent stem or branch.
- 17. **Project**: A project shall be defined as the services to be performed at a specific location.
- 18. **Proposal:** Refers to the completed and properly executed proposal to do the Work for the amount stipulated therein submitted in accordance with the Contract Documents.

- 19. **Pruning**: The removal of dead, dying, diseased or live interfacing objectionable and weak branches in a scientific manner.
- **20. Removal:** The process of moving an object (tree, stump, shrub, groundcover, vine) from its existing location and disposing of it in a legal manner.
- 21. Sap Flow: The definite course assumed by sap in its movement through a tree.
- 22. Scars or Injuries: Natural or man-made lesions of the bark in which wood is exposed.
- 23. **Solicitation Document(s)**: Refers to the Request For Proposals, Proposal forms, Standard Provisions, Project Special Provisions, Sample Contract Documents, Specifications, Details, Maps, Drawings, and other documents necessary to support the Work requested.
- 24. Suckers: Abnormal growth of small branches usually not following the general pattern of the tree.
- 25. Thinning Out: The removal of live branches to reduce wind resistance and to create more space.
- 26. **Topping**: Means the same as cut back.
- 27. **Tracing**: Careful cutting of the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
- 28. **Trimming**: The same as pruning.

END OF EXHIBIT A1 – TREE REMOVAL SCOPE OF WORK DEFINITIONS

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

4.1. Proposal Content.

4.1.1. Proposed Solution.

4.1.2. 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

4.1.3. 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.

Contractors will not be considered unless the following minimum qualification is met:

1. Firm and subcontractors must **employ at least one (1) ISA certified arborist** to be responsible for the anticipated work as a result of this solicitation.

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 and relevant experience of key team members; (20 Points)
- b. Availability of key team members (including emergency response time); (10 Points)
- c. Available equipment resources to be used on this Project; (30 Points)
- d. Cost Effectiveness and Value; (30 Points)
- e. Acceptance of the Terms of the Contract (10 Points)