

REQUEST FOR PROPOSALS

**MEDIAN MAINTENANCE:
DISTRICTS SOUTH A AND D**

RFP # 269.2026.174



CHARLOTTESM

**CITY OF CHARLOTTE
NORTH CAROLINA**

JANUARY 08, 2025

REQUEST FOR PROPOSALS
RFP # 269.2026.174
Median Maintenance: Districts South A and D

January 08, 2025

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Median Maintenance: Districts South A and D. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

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

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **January 23, 2026 at 9 a.m. No onsite meeting will be held and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

[Join the meeting now](#)

Meeting ID: 212 721 943 101 5

Passcode: Zj27Wf2t

Dial in by phone

[+1 872-256-4172,,515447907#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 515 447 907#

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **January 30, 2026 at 3 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

Robert Andrews

Procurement Officer

Checklist for submitting a Proposal:

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

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

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

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Introduction and General Information

1. INTRODUCTION.

1.1. Objective.

- 1.2. The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work. The Contractor will provide median maintenance service that consists of, but is not limited to, maintenance of turf, ornamental trees, shrubs, perennials, concrete dividers, curb and gutter expansion joints, concrete median tips, ditch banks, and mulch and riprap areas. The work will also include mulch replacement, plant replacement, trash and debris removal, storm debris removal, and leaf removal.

See Median Maintenance Specifications for additional information.

1.3. Definitions.

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

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business INclusion/CBI:</i>	Refers to the Charlotte Business INclusion office of the City of Charlotte.
<i>Charlotte Business INclusion Policy/CBI Policy:</i>	Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.
<i>Charlotte Combined Statistical Area:</i>	Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Company for all or part of the Services.

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

Section 1

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<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Median Maintenance: Districts South A and D as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in

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connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

1.4. 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.

1.5. 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.

1.6. Expense of Submittal Preparation.

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

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1.7. Proposal Conditions.

1.7.1. 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.

1.7.2. **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.

1.7.3. **Trade Secrets and Personal Identification Information.**

Definition.

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

Instructions for Marking and Identifying Trade Secrets.

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

Availability of Proposals to City Staff and Contractors.

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

Availability of Proposals via Public Records Requests.

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

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

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

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

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litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

- 1.7.4. **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.
- 1.7.5. **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.
- 1.7.6. **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.
- 1.7.7. **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.
- 1.7.8. **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.
- 1.7.9. **Charlotte Business INclusion Program.**
Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system

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

The City is open to awarding to multiple firms, with at least one (1) being MWSBE certified. This is not a guarantee of award, the City reserves the right to make single or multiple awards with negotiated participation.

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

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

- 1.7.10. 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.
- 1.7.11. 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.
- 1.7.12. 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.
- 1.7.13. 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.
- 1.7.14. 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.
- 1.7.15. 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.
- 1.7.16. 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

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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.

1.7.17. 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.

1.7.18. 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.

1.7.19. 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

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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.

1.7.20. 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 08, 2026	<i>Issuance of RFP.</i> The City issues this RFP.
January 16, 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 p.m.
January 23, 2026	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 9 a.m.
January 27, 2026	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 3 p.m.
January 30, 2026	<i>Proposal Submission.</i> Proposals are due by 3 p.m. via the Procurement Portal.
February 06, 2026	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
March 01, 2026	<i>Services Commence.</i> Company begins providing the Services.

2.2. Interpretations and Addenda.

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

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **3 p.m. on January 16, 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 **January 23, 2026 at 9 a.m.** Meeting information is provided below:

[Join the meeting now](#)

Meeting ID: 212 721 943 101 5

Passcode: Zj27Wf2t

Dial in by phone

[+1 872-256-4172](tel:+18722564172),515447907# United States, Chicago

[Find a local number](#)

Phone conference ID: 515 447 907#

Section 2

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

2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **January xx, 2026 on or before but no later than 3 p.m.**

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

2.5. Correction of Errors.

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

2.6. Evaluation.

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

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

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

2.7. Contract Award by Council.

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

2.8. Vendor Inclusion.

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

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

<http://charlottenc.gov/vendors>

3. SCOPE OF MEDIAN MAINTENANCE: DISTRICTS SOUTH A AND D.

LOCATION SOUTH DISTRICT -A-

CONTRACT SCOPE OF WORK

The Contractor will provide median maintenance service that consists of, but is not limited to, maintenance of turf, ornamental trees, shrubs, perennials, concrete dividers, curb and gutter expansion joints, concrete median tips, ditch banks, and mulch and riprap areas. The work will also include mulch replacement, plant replacement, trash and debris removal, storm debris removal, and leaf removal. See Median Maintenance Specifications for additional information.

LOCATION OF THE PROJECT

The Contractor shall provide all labor, equipment, supplies, and materials required to provide median maintenance services for the nine (9) locations within South District A. It is the intent of the City to award all of the locations to a **Single Contractor**.

South District A: The geographical boundaries of the district are shown on **Median Maintenance Map**. The individual district map and certain photograph(s) are shown. Project locations are listed below and on the **Price Schedule** sheet.

<p>Colony Rd. Medians (Medians on Colony Rd. from Runnymede Ln. to Sharon Rd.)</p>
<p>East Blvd./ Dilworth Medians (Medians on East Blvd. from South Blvd. to S. Kings Dr.; includes 2 islands at the intersection of Dilworth R. and Romany Rd., the Kingston Ave. dead end at Euclid Ave., 1 island on Dilworth Rd. at East Blvd., and 1 island on Morehead St. at Dilworth Rd.)</p>
<p>Fairview Rd. Medians (Medians on Fairview Rd. from Park Rd. to Sharon Rd.; Excludes medians on Fairview Rd. from Barclays Downs Dr. to Park South Dr.)</p>
<p>Carnegie Blvd. Medians (Medians on Morrison Blvd. from Barclay Downs Dr. to Sharon Rd)</p>
<p>Park Rd./Kenilworth Ave. medians and right of way (Includes roundabout and island on Park Rd. at Tremont Ave., intersection, 1 island at Kenilworth Ave./Scott Ave. intersection, 1 median on Poindexter Cir. at Poindexter Dr., 2 medians on Habersham Dr. between Cambridge Rd. and Sunset Dr., and 1 roundabout on Idlewood Cir.)</p>

Section 3
Scope of Services

<p>Park Rd. Medians (Medians on Park Rd. from Abbey Pl. to Fairview/Tyvola Rd.; includes 1 median on Abbey Pl. at Park Rd., 1 median on Cortland Rd. at Park Rd., 1 roundabout on Selwyn Ave. at Carlanda Cir., and 1 large triangular island on Fairview Rd. at Park Rd.)</p>
<p>Queens Rd. West Medians (Medians on Queens Rd. West from Queens Rd./Ardsley Rd. to Roswell Ave.; includes 1 island on Ardsley Rd. at Queens Rd./Queens Rd. W., 1 island on Hopedale Ave. at Granville Rd., and 2 triangular islands on Queens Rd. W. at East Blvd./S. Kings Dr. intersection.</p>
<p>Scaleybark Rd. Medians and right of way (Scaleybark Rd. medians from South Blvd. to Woodlawn Rd.; includes triangular right of way on Scaleybark Rd. at Woodlawn Rd.; also includes 1 median on Bayberry Dr. at Woodlawn Rd., and 1 median on Manhasset Rd. at Murrayhill Rd.,)</p>
<p>Tyvola Rd. Medians (Medians on Tyvola Rd. from I-77 to Old Pineville Rd. and from Farmbrook Dr. to Park Rd.; includes 1 island on Burnley Rd. at Camborne Pl. and 2 islands at the intersection of W. Tyvola Rd. at Nations Ford Rd.)</p>

LANDSCAPE CONSTRUCTION STANDARDS

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

PROFESSIONAL REGISTRATIONS

The Contractor shall comply with applicable laws regulating the practice of landscape contracting and pesticide applications as required by the NCLCLB and NCDA. The Contractor will be required to continuously have at least one full-time employee on staff with the required licenses throughout the entire term of the contract.

If awarded a contract, you will be required to provide a copy of your valid landscape contractor's and pesticide licenses within 2 business days

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.

Section 3 Scope of Services

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

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

TRAFFIC CONTROL

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

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

<http://charmeck.org/city/charlotte/Transportation/ROWUse/Documents/2006%20WATCH%20-%20Crane%20Rev.pdf>

- The current edition of the North Carolina Department of Transportation **NCDOT Standard Specifications for Roads and Structures** and the **NCDOT Standard Roadway Standard Drawing, Division 11** for state maintained roads.

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

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

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

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

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

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

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

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.

Section 3 Scope of Services

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

STAFFING REQUIREMENTS & IDENTIFICATION OF CONTRACTOR PERSONNEL

Provide sufficient work force and supervisory personnel to perform the specified services and to meet the requirements of the City. Personnel shall maintain a neat and clean appearance. Shirts must be worn at all times, clearly identifying the person and the name of their company.

All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas.

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

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

In emergencies and certain other conditions deemed necessary by the Engineer, the Contractor may be directed to work on weekends or holidays. There will be no separate measurement or payment for work done under these directives other than those established in the Contract.

SUPERVISION

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

The competent individual must be reachable via cell phone or email during the Contract Period.

POINTS OF CONTACT AND NOTIFICATION

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

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

City's Point of Contact

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

Josh Chapman, Assistant Field Operations Supervisor
City of Charlotte – Landscape Management
701 Tuckaseegee Road
Charlotte, NC 28208
Phone: 704-336-3891
Email: Joshua.Chapman@Charlottenc.gov

WORKING HOURS

Routine operations will be restricted to daylight hours. Work may only be performed when visibility allows safe operations. Weekend work may be necessary at many locations. Emergency or non-routine work shall be performed as necessary with prior approval by City's Project Manager. It may be necessary to pre-schedule certain types of work at many locations.

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

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

PROJECT LOCATION INSPECTIONS

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

Turf Maintenance:

- (viii) Turf mowing;
- (ix) Edging/trimming; and
- (x) Cleanup of grass, leaves, trash & debris.

Landscape Maintenance:

- (xi) Ornamental trees, shrubs, and perennials maintenance,
- (xii) Mulch,
- (xiii) Insect, disease and weed control, and
- (xiv) Cleanup of leaves, trash and debris.

During the inspection, Landscape Management will note whether each maintenance component for each project location is satisfactory or unsatisfactory. Landscape Management will then refer to the bi-weekly fee on the Contractor's Itemized Proposal for each location. Project locations that are found to be unsatisfactory will be, by their corresponding bi-weekly dollar amount in the Contractor's Itemized Proposal, deducted from the Contractor's invoice for that serviced cycle. An unsatisfactory rating for any maintenance component of a project location will result in no payment for that location for that serviced cycle.

For Example:

Median maintenance for the (PROJECT LOCATION)

Landscape Management's inspection revealed that:

Service Cycle 1: The grass was not mowed and trimmed. **Unsatisfactory**

Service Cycle 2: Ground maintenance per specifications. Satisfactory

The Contractor's unit price (from the Itemized Cost Proposal Sheet) was \$60 per bi-weekly service cycle for this project location. A \$60 amount would be deducted from the Contractor's monthly invoice of \$120 (2 services for the month). In some months, there will be 3 service cycles, depending on the service dates, not to exceed 26 service cycles for the year. Additionally, multiple unsatisfactory ratings for a project location occurring sequentially in a given month will result in multiple deductions.

PROPERTY AND PLANT PROTECTION AND/OR REPLACEMENT

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

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

PROJECT SPECIFICATIONS

MEDIAN MAINTENANCE

Median Maintenance cycles shall be completed in their entirety a MINIMUM of every fourteen (14) days. Once Median Maintenance cycles have begun they shall be continuous until the cycle is complete.

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

5. Turf maintenance
6. Landscape maintenance

1. TURF MAINTENANCE

1.1 Mowing

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

Mow all turf areas throughout the year as necessary. Mow a MINIMUM of every fourteen (14) days throughout the growing season. Maintain turf height at four (4) inches. Once mowing cycle has begun, work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the LMCA.

Do not mow over fire ant mounds in turf areas.

1.2 Edging

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

1.3 Cleanup of Grass, Leaves, Trash & Debris

Remove and dispose of excessively long, clumping, or windrowing grass on the same day it was mowed. Remove any clippings, leaves and/or debris on paved areas, sidewalks, walkways, and curb and gutter on the same day as mowed. Curb & gutter are to be left free of grass, debris, rocks, car parts, etc. Do not

blow clippings, leaves, or debris into storm drains, curb & gutter/ streets, air conditioning units, buildings, vehicles, windows, landscape beds or mulched areas.

Refer to Section 2.6 for *Leaves, Trash and Debris Removal*

2. LANDSCAPE MAINTENANCE

2.1 *Ornamental Trees*

Prune trees as needed throughout the year, or whenever hazardous conditions exist.

Maintain trees so that they remain FREE FROM suckers and water sprouts. Maintain all trees within the Project area in the natural shape and form for their particular species.

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

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

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

Do not top crape myrtles.

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

Remove all pruning debris on the same day as pruned.

2.2 *Shrubs*

Shrubs shall be pruned as needed throughout the year so that new growth does not exceed six (6) inches, so that inconsistent growth is removed, or so that they do not protrude into the roadway or sidewalk.

Where vehicular or pedestrian sight lines exist, shrubbery shall be maintained at a height no greater than thirty (30) inches so there are not any sight obstruction issues, permitting safe passage of vehicles and pedestrians.

Shrubs shall be pruned as needed throughout the year in order to comply with Department of Transportation sight distance guidelines. Landscape Management staff will notify the Contractor when these situations occur. Shrubs shall be pruned within seven (7) days of such a notification.

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

Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers. Prune all roses between February 1st and March 1st, just before first flush of spring.

Remove pruned material from site the same day pruned.

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

2.3 *Perennials*

Perennials include all ornamental grasses, lirioppe, day lilies, canna lilies, spring or summer flowering bulbs, or any herbaceous plant material. Maintain plant material so that it is actively growing with good color

Section 3

Scope of Services

and vigor for the particular species. Remove all dead foliage, flowers, flower stalks, and plants as needed throughout the year.

Prune and remove clippings from all liriopce once each winter/spring between January 1st and March 1st. A neat clean cut that does not damage the crown area is required.

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

2.4 Mulching

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

Mulch should be refreshed in its entirety the first year of the contract during the months of December/January/February. Throughout the entire contract period mulch shall be neatened, re-distributed, fluffed, or added as needed in order to maintain a consistent mulch cover of four (4) inches around all trees and shrubs and a two (2) inch cover around perennials and herbaceous groundcover. Do not apply mulch in small open areas between or on top of closely planted spreading groundcover plants such as liriopce, daylilies, or vines. A site investigation is mandatory to evaluate needs and type of mulch. Apply mulch that is clean and free of excess greenwood and debris. Shredded pine bark, hardwood, or cypress mulches are the only acceptable types of mulch that can be used. Recycled yard waste, landfill mulch, leaves, or colored or dyed mulches are not acceptable. All mulch shall be free of any foreign materials and shall not have pieces larger than 2 inches.

Mulch depths are not to be exceeded. Do not pile mulch up around tree and shrub trunks. Taper mulch to ground level around shrub and tree trunks. No mulch volcanos. Mulch depths exceeding the specified depths herein will be removed by the contractor at the contractor's expense. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Do not allow mulch to cover drainage grates, lights, or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed areas. Define and maintain sharp bed line edges between mulch and turf throughout the year.

Use soil as needed to fill and smooth all ruts, holes, or other damaged mulched areas within one (1) month of occurrence or detection.

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

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

2.5 Insect, Disease, and Weed Control

Use Integrated Pest Management (IPM) to control insects, diseases, and weeds. Scout for disease, insect, and mite pests on all plant material including trees, shrubbery, and perennials.

Apply pesticides at each location as needed to control disease, insects, or mite pests each time Work is performed. This includes all pests that affect the plant material or may be hazardous to the general public.

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Treat fire ant mounds, yellow jackets, wasps, hornets or other nuisance pests upon detection with the appropriate chemical, in accordance with product labeling, without endangering workers or the public. Pests that affect plant material shall be controlled as needed according to the following parameters: minor insect or disease control is included in the contract

pricing and is considered to be less than 100 sq.ft. in area and no more than one occurrence per year. Insect or disease infestations more than 100 sq.ft. in area and/or multiple occurrences per year will be considered additional work beyond the scope of the contract, in which case the contractor shall provide a quote to Landscape Management staff for insect and disease control measures.

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

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

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

2.6 Leaves, Trash and Debris Removal

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

Remove and dispose of all unauthorized signs, cigarette butts, glass, paper, sticks, limbs, trash and other debris hazards from all areas during each cycle throughout the year.

2.7 Storm Debris

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

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

2.8 Vehicular Damage

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

Water Quality Regarding Landscaping/Mowing

Contractors shall not allow large amounts of waste generated during landscaping or mowing activities to enter the municipal storm drain system (storm water pipes, catch basins, drainage ditches, and similar conveyances) where it may result in blockages or detrimental impacts to surface water quality. Reasonable efforts must be made to keep landscaping and mowing waste out of the storm drain system, and may necessitate collection and removal of waste from worksite. In no case should a contractor

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purposely direct landscaping or mowing waste into the storm drain system as a means of disposal. Also, contractors must follow proper pesticide and fertilizer application methods as prescribed by industry standards and on product labels. If such products are spilled, the contractor must respond promptly to collect and properly dispose of the spilled product and clean up the impacted area. Spills should also be reported by the contractor to appropriate environmental regulatory agencies in accordance with the law. The contractor must follow guidelines for handling yard waste described on the following website: <http://charmeck.org/stormwater/Pages/default.aspx>

COMPENSATION

Measurement

There will be no measurement of all of the median maintenance items listed above (Sections 1-4).

Payment

The quantity of Work will be paid for bi-weekly at the Contract unit price for median maintenance 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.

Contingency Allowance

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

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

SECTION SOUTH DISTRICT -D-

CONTRACT SCOPE OF WORK

The Contractor will provide median maintenance service that consists of, but is not limited to, maintenance of turf, ornamental trees, shrubs, perennials, concrete dividers, curb and gutter expansion joints, concrete median tips, ditch banks, and mulch and riprap areas. The work will also include mulch replacement, plant replacement, trash and debris removal, storm debris removal, and leaf removal. See Median Maintenance Specifications for additional information.

LOCATION OF THE PROJECT

The Contractor shall provide all labor, equipment, supplies, and materials required to provide median maintenance services for the seven (7) locations within South District D. It is the intent of the City to award all of the locations to a single Contractor.

South District D: The geographical boundaries of the district are shown on **Median Maintenance Map**. The individual district map and certain photograph(s) are shown. Project locations are listed below and on the **Price Schedule** sheet.

<p>Colony Rd (Medians on Colony Rd. from Carmel Rd to Rea Rd.)</p>
<p>NC Hwy 51 (Pineville-Matthews Rd) Medians and ROW (Medians on NC Hwy 51 from Carmel Rd. to Ridgeloach Pl. and from Arboretum Dr. to Elizabeth Ln./ Schooner Ln.; includes 1 triangular shaped medians on Carmel Commons Blvd. at NC Hwy 51 (east of Carmel Rd.), 1 median on Carswell Ln. at NC Hwy 51, and 1 landscaped bed and turf area in the ROW on the NW & NE corners of Alexander Rd. at NC Hwy 51)</p>
<p>Providence Rd Medians (Medians on Providence Rd. from Fairview Rd to Spring Farm Ln; includes median on Greylyn Dr. at Providence Rd)</p>
<p>Providence Rd Medians (Medians located on Shoreham Dr at Providence Rd)</p>
<p>Sardis Rd (Medians on Sardis Rd. from Rama Rd to Lansdowne Rd)</p>
<p>Rea Rd Medians and Row (Medians on Rea Rd. from Pineville-Matthews Rd. to the Rea Rd./Colony Rd. intersection; the Right of way section includes the planting strip and mulch bed on both sides of the fence on the East side of Rea Rd. between Shadow Pond Ln and Macandrew Dr., and the 4 landscaped beds on corners of Rea Rd bridge).</p>
<p>Sardis Rd N (Medians on Sardis Rd. N. from Monroe Rd to the 1900 block at railroad bridge; includes 2 medians on Village Lake Dr., just north of Monroe Rd., and 1 median on Thermal Rd. at Charter Pl.)</p>

LANDSCAPE CONSTRUCTION STANDARDS

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

PROFESSIONAL REGISTRATIONS

The Contractor shall comply with applicable laws regulating the practice of landscape contracting and pesticide applications as required by the NCLCLB and NCDA. The Contractor will be required to continuously have at least one full-time employee on staff with the required licenses throughout the entire term of the contract. **If awarded a contract, you will be required to provide a copy of your valid landscape contractor's and pesticide licenses within 2 business days.**

EQUIPMENT

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

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

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

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

TRAFFIC CONTROL

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

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

<http://charmeck.org/city/charlotte/Transportation/ROWUse/Documents/2006%20WATCH%20-%20Crane%20Rev.pdf>

- The current edition of the North Carolina Department of Transportation *NCDOT Standard Specifications for Roads and Structures* and the *NCDOT Standard Roadway Standard Drawing, Division 11* for state maintained roads.

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>

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

The competent individual must be reachable via cell phone or email during the Contract Period.

POINTS OF CONTACT AND NOTIFICATION

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

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

City's Point of Contact

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

Josh Chapman, Assistant Field Operations Supervisor
City of Charlotte – Landscape Management
701 Tuckaseegee Road
Charlotte, NC 28208
Phone: 704-336-3891
Email: Joshua.Chapman@Charlottenc.gov

WORKING HOURS

Routine operations will be restricted to daylight hours. Work may only be performed when visibility allows safe operations. Weekend work may be necessary at many locations. Emergency or non-routine work shall be performed as necessary with prior approval by City's Project Manager. It may be necessary to pre-schedule certain types of work at many locations.

Application of chemicals is restricted to appropriate weather conditions in accordance with the product labeling. Emergency or non-routine work will be performed as necessary with prior approval by the City's Project Manager.

PROJECT LOCATION INSPECTIONS

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

1. Turf Maintenance:

- 1.1 Turf mowing
- 1.2 Edging
- 1.3 Cleanup of grass, leaves, trash & debris.

2. Landscape Maintenance:

- 2.1 Ornamental trees
- 2.2 Shrubs
- 2.3 Perennials
- 2.4 Mulching
- 2.5 Insect and Disease Control
- 2.6 Weed Control
- 2.7 Leaves, Trash, and Debris Removal
- 2.8 Vehicular Damage

During the inspection, Landscape Management will note whether each maintenance component for each project location is satisfactory or unsatisfactory. Landscape Management will then refer to the bi-weekly fee on the Contractor's Itemized Proposal for each location. Project locations that are found to be unsatisfactory will be, by their corresponding bi-weekly dollar amount in the Contractor's Itemized Proposal, deducted from the Contractor's invoice for that serviced cycle. An unsatisfactory rating for any maintenance component of a project location will result in no payment for that location for that serviced cycle.

For Example:

Median maintenance for the (PROJECT LOCATION)
Landscape Management's inspection revealed that:

Service Cycle 1: The grass was not mowed and trimmed. **Unsatisfactory**

Service Cycle 2: Ground maintenance per specifications. Satisfactory

The Contractor's unit price (from the Itemized Cost Proposal Sheet) was \$60 per bi-weekly service cycle for this project location. A \$60 amount would be deducted from the Contractor's monthly invoice of \$120 (2 services for the month). In some months, there will be 3 service cycles, depending on the service dates, not to exceed 26 service cycles for the year. Additionally, multiple unsatisfactory ratings for a project location occurring sequentially in a given month will result in multiple deductions.

PROPERTY AND PLANT PROTECTION AND/OR REPLACEMENT

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

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

PROJECT SPECIFICATIONS

MEDIAN MAINTENANCE

Median Maintenance cycles shall be completed in their entirety a MINIMUM of every fourteen (14) days. Once Median Maintenance cycles have begun they shall be continuous until the cycle is complete.

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

- Turf maintenance
- Landscape maintenance

1. TURF MAINTENANCE

1.1 Mowing

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

Mow all turf areas throughout the year as necessary. Mow a MINIMUM of every fourteen (14) days throughout the growing season. Maintain turf height at four (4) inches. Once mowing cycle has begun, work must be continuous until cycle is complete. This may increase or decrease due to weather, holidays, or special requests by the LMCA.

Do not mow over fire ant mounds in turf areas.

1.2 Edging

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

1.3 Cleanup of Grass, Leaves, Trash & Debris

Remove and dispose of excessively long, clumping, or windrowing grass on the same day it was mowed. Remove any clippings, leaves and/or debris on paved areas, sidewalks, walkways, and curb and gutter on the same day as mowed. Curb & gutter are to be left free of grass, debris, rocks, car parts, etc. Do not blow clippings, leaves, or debris into storm drains, curb & gutter/streets, air conditioner units, buildings, vehicles, windows, landscape beds or mulched areas.

Refer to Section 2.7 for *Leaves, Trash and Debris Removal*

2. LANDSCAPE MAINTENANCE

2.1 Ornamental Trees

Prune trees as needed throughout the year, or whenever hazardous conditions exist.

Maintain trees so that they remain FREE FROM suckers and water sprouts. Maintain all trees within the Project area in the natural shape and form for their particular species.

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

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Trees shall be pruned as needed throughout the year in order to comply with Department of Transportation sight distance guidelines. The Landscape Management staff will notify the Contractor when these situations occur.

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

Do not top crape myrtles.

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

Remove all pruning debris on the same day as pruned.

2.2 Shrubs

Shrubs shall be pruned as needed throughout the year so that new growth does not exceed six (6) inches, so that inconsistent growth is removed, or so that they do not protrude into the roadway or sidewalk.

Where vehicular or pedestrian sight lines exist, shrubbery shall be maintained at a height no greater than thirty (30) inches so there are not any sight obstruction issues, permitting safe passage of vehicles and pedestrians.

Shrubs shall be pruned as needed throughout the year in order to comply with Department of Transportation sight distance guidelines. Landscape Management staff will notify the Contractor when these situations occur. Shrubs shall be pruned within seven (7) days of such a notification.

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

Prune flowering shrubs immediately after blooming so that later pruning will not remove the next season's flowers. Prune all roses between February 1st and March 1st, just before first flush of spring.

Remove pruned material from site the same day pruned.

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

2.3 Perennials

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

Prune and remove clippings from all liriopie once each winter/spring between January 1st and March 1st. A neat clean cut that does not damage the crown area is required.

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

2.4 Mulching

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

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Mulch should be refreshed in its entirety the first year of the contract during the months of December/January/February. Throughout the entire contract period mulch shall be neatened, re-distributed, fluffed, or added as needed in order to maintain a consistent mulch cover of four (4) inches around all trees and shrubs and a two (2) inch cover around perennials and herbaceous groundcover. Do not apply mulch in small open areas between or on top of closely planted spreading groundcover plants such as lirioppe, daylilies, or vines. A site investigation is mandatory to evaluate needs and type of mulch. Apply mulch that is clean and free of excess greenwood and debris. Shredded pine bark, hardwood, or cypress mulches are the only acceptable types of mulch that can be used. Recycled yard waste, landfill mulch, leaves, or colored or dyed mulches are not acceptable. All mulch shall be free of any foreign materials and shall not have pieces larger than 2 inches.

Mulch depths are not to be exceeded. Do not pile mulch up around tree and shrub trunks. Taper mulch to ground level around shrub and tree trunks. No mulch volcanos. Mulch depths exceeding the specified depths herein will be removed by the contractor at the contractor's expense. Keep mulch raked into beds and tree wells and out of turf, pavement, and curb and gutter areas throughout the year. Do not allow mulch to cover drainage grates, lights, or other structures. Remove piles of leaves and leaves covering plant material prior to mulching bed areas. Define and maintain sharp bed line edges between mulch and turf throughout the year.

Use soil as needed to fill and smooth all ruts, holes, or other damaged mulched areas within one (1) month of occurrence or detection.

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

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

2.5 Insect and Disease Control

Use Integrated Pest Management (IPM) to control insects and diseases. Scout for disease, insect, and mite pests on all plant material including trees, shrubs, and perennials.

Apply pesticides at each location as needed to control pests upon detection. This includes all pests that affect the plant material or may be a public nuisance and hazardous to the general public. Pests that are considered a public nuisance shall be treated each time work is performed with the appropriate chemical in accordance with product labeling, without endangering workers or the public. Public nuisance pests include fire ants/fire ant mounds, yellow jackets, wasps, hornets or other pests that are hazardous to the general public.

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

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

2.6 Weed Control

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

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

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

2.7 Leaves, Trash and Debris Removal

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

Remove and dispose of all unauthorized signs, cigarette butts, glass, paper, sticks, limbs, trash and other debris hazards from all areas during each cycle throughout the year.

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

Upon detection, report major tree work to the City's Project Manager.

2.8 Vehicular Damage

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

Water Quality Regarding Landscaping/Mowing

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

<http://charmeck.org/stormwater/Pages/default.aspx>

COMPENSATION

Measurement

There will be no separate measurement of all of the median maintenance items listed above (Sections 1-4).

Payment

The quantity of Work will be paid for each bi-weekly service cycle at the Contract unit price for median maintenance 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.

Contingency Allowance

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

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

4. PROPOSAL CONTENT AND FORMAT.

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

Required Forms;

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.

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:

Company Experience **20 points**

- Demonstrated experience maintaining similar scope and scale of median areas (linear miles, variety of landscape types)
- Experience working in active traffic environments and compliance with MUTCD standards
- History of successful contract completion without termination for cause
- Longevity and stability of business operations

Project Team Qualifications **20 Points**

- Qualifications and experience of proposed Project Manager including years of experience, relevant certifications, and past project performance
- Qualifications of key personnel including supervisors, crew leaders, and specialized technicians
- Current pesticide applicator licenses held by personnel (provide license numbers and expiration dates)
- ISA Certified Arborist credentials for personnel performing tree care (if applicable)
- Evidence of ongoing training programs for staff in safety, equipment operation, and horticultural practices

Staffing Plan **20 Points**

- Number of personnel dedicated to this contract
- Crew composition and organizational structure
- Staff availability and ability to scale resources during peak seasons
- Backup staffing plans for absences, turnover, or increased demand

Price Competitiveness **25 Points**

- Total proposed cost for the initial contract term
- Unit prices for additional services or areas not included in base scope
- Reasonableness and competitiveness of pricing compared to other proposals

Emergency Response Capability **15 Points**

- Ability to respond to emergency situations within required timeframes
- Availability of personnel and equipment for after-hours or weekend emergencies
- Procedures for storm response and debris removal
- Communication protocols for emergency notifications