



# INVITATION TO BID

(This is not an order.)

## CITY OF CLEVELAND

Division of Purchases & Supplies  
 601 Lakeside Avenue  
 Room 128  
 Cleveland, OH 44114

**Buyer:** Gregory Hart  
 216-664-7076  
 ghart@clevelandohio.gov

**Requestor:** Adam Cisler  
 216-664-2190  
 ACisler@clevelandohio.gov

Procurement Folder	RFB No.	RFB Description	
158452	RFB 0201 202600000000158	Lawn Maintenance SE Side	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
April 20, 2026 3:00 PM		0201	April 20, 2026 3:00 PM

### SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Lawn Maintenance		From 2024-04-01 To 2025-03-31	

SEE ATTACHED PDF FOR ADDITIONAL INFORMATION

<b>Ship To:</b>  Aging 75 Erieview Plaza, 2nd Floor  Cleveland, OH 44114
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Vendor Response		
	Contract Amount	
	\$	

Vendor Response	Vendor Total Amount for Items	Vendor Total Amount for Services	Payment Discount Offer	
	\$	\$	%	Day(s)

### TERMS OF DELIVERY

- Price quoted shall be F.O.B. delivered to the place designated on purchase order. No other terms will be acceptable.
- Delivery quoted must be stated in terms of work days after receipt of the order.
- All charges for shipping must be included within the Unit Price for each item quote unless otherwise designated by a separate line with a specified dollar amount inclusive of all shipping charges.
- No freight charges will be considered nor processed for payment unless apart of the original quote submitted prior to bid award.

### BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

#### Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.

NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

#### Call Buyer Only

Bidders must address all questions to the Buyer (See Above.) Do NOT contact the "Requestor." Contract only the Buyer listed above.

#### No Price increase

This Purchase Order does not permit price increases.



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601 Lakeside Avenue  
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Cleveland, OH 44114

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**BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID**

**Missing information**

It is each bidder's individual responsibility to determine for themselves, in advance of bid submission, the accuracy and completeness of any and all information in an RFB. If a potential bidder does not notify the Division of Purchases and Supplies in advance of the bid opening date of any possible discrepancy then any such discrepancy or erratum cannot be the basis for a protest of award. Contact the Buyer immediately if there is a question of accuracy or completeness in these bid documents.

**BIDDER MUST COMPLETE & SIGN BELOW**

<b>NAME OF THE FIRM:</b>
<b>STREET ADDRESS:</b>
<b>CITY:</b> STATE: ZIP CODE:
<b>FED ID # / SSN #:</b>
<b>PHONE NO.:</b> FAX NO.:
<b>EMAIL ADDRESS:</b>
<b>PLEASE PRINT CONTACT NAME:</b>
<b>AUTHORIZED SIGNATURE:</b> DATE:

*All bids and related documents must be enclosed in a sealed envelope and marked with the RFB number.*

**RETURN BID TO:** Division of Purchases & Supplies  
601 Lakeside Ave  
Room 128, City Hall  
Cleveland, OH 44114

# BID - SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies City Hall - Room 128 Cleveland, Ohio 44114			<b>BIDDER MUST COMPLETE &amp; SIGN BELOW</b>
TITLE OF BID: 2026 Chore - Senior Lawn Maintenance			NAME OF FIRM
			STREET ADDRESS
ORDINANCE NO. 497-08	PASSED: 6-2-08		SIGNED
DEPARTMENT OF AGING			CITY / STATE / ZIP CODE
CITY RECORDS ADVERTISEMENT DATES		<input type="checkbox"/> STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID	AUTHORIZED SIGNATURE
BUYER	BID OPENING	12:00 O'CLOCK NOON OFFICIAL TIME	DATE
<b>ONE YEAR CONTRACT, WITH OPTION TO RENEW FOR ONE ADDITIONAL YEAR.</b>			
DESCRIPTION		QTY.	UNIT PRICE
EXTENSION			
Lawn Maintenance for APPROXIMATELY 50 private residences/units per month for 8 total cuts per residence and 1 leaf cleanup. Real total clients may vary slightly.			
1. Lawn Maintenance / Cut		50	\$ _____
2. Lawn Maintenance / Leaf Cleanup		50	\$ _____
ALL ITEMS /COMPLETE COST PER SERVICE			\$ _____
All quantities are approximate. CONTRACT IF ANY, SHALL NOT EXCEED \$49,999.00 PER YEAR. CONTRACT SHALL BE FOR PERIOD MAXIMUM OF ONE YEAR			
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.		DELIVERY (Days)	PAYMENT DISCOUNT % Days

**SPECIFICATIONS/DESCRIPTIONS OF SERVICES  
CITY OF CLEVELAND - DEPARTMENT OF AGING**

RFB 0201 2026\*

**Senior Lawn Maintenance – Chore Program**

**C-1 SCOPE OF WORK**

The work required under this contract as designated by the limits of the contract shall include the furnishing of all labor materials, tools, transportation, supervision, fuel and service necessary to provide lawn maintenance. Maintenance includes grass cutting, trimming, leaf pickup and general lawn care such as, but not limited to, yard cleanup for approved program participants.

**C-2 QUALIFICATIONS OF BIDDERS**

The bidder shall demonstrate that they have available, under their direct employment supervision, the necessary organization and facilities to properly fulfill all the services and conditions required under these specifications. Failure to submit the documentation may make your bid non-responsive.

Bidder shall submit the following supplemental information:

- A. That the bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three years as qualified in the above section. How many employees do you staff
- B. The names of his/her employees in to be assigned to this contract, his/her function in the company, title and number of years of service with the bidder's firm and years of experience in the field of lawn care or landscape maintenance. The supervisors and work crews assigned to this job shall be actively employed by the contractor and have a minimum of three years' experience. Please list Equipment use: Commercial or Residential Mower: (Names & Size) Weedwacker: / Trimmer ( Names ) , Blower: ( Name or any other equipement that the contractor expects to use in the provision of this contract.
- C. The present address of the main operating facilities of this organization.
- D. Please Give (3) Professional References and/or Examples of other Past or Current Contracts
- E. Total number of Years You Have Been in Business?
- F. If you were to become unavailable for any reason do you have someone to fulfill your obligations?

**C-3 DEFINITIONS**

Director shall mean the Director of the Department of Aging or approved designee.

Chore Services Coordinator shall mean the person designated by the Director to oversee most aspects of this contract including authorization and inspection of forms, pre-approval and final acceptance of work, acceptance of substitutions, etc.

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**Senior Lawn Maintenance – Chore Program**

**C-4 CHORE PROGRAM**

The Chore program outlined is based upon the goal to allow seniors, and adults with disabilities, to remain in their homes as long as they desire. The program designates the necessary tasks to be performed on a routine basis. The program will provide a clean, usable, and visually attractive appearance for the property of participants.

Unless otherwise directed by the Director of Aging the length of the grass cutting season is assumed to begin May 1, 2026 and end October 31, 2026 and leaf cleanup takes place in the month of November or as weather permitting. The number of grass cuts to take place in the season is not to exceed 8 cuts per client and 1 leaf pick up unless otherwise directed by Aging.

The scope of this contract will be limited to a localized geographic location comprised of Cleveland's South East Side.

- A. All work must be performed during regular business hours, strictly adhering to all local codes regarding use of machinery during weekdays during the hours of 8:00 am and 7:00 pm. **Cleveland, Ohio Noise Ordinance 605.10 Unnecessary Noise**
  
- B. Cut frequency and document notations:
  - 1. The grass cutting program provides one complete grass cutting once every 3 weeks per client, not to exceed 8 cuts per client in a season.
    - a. Contractors may choose to complete any reasonable number of job tasks in a day, week, or bi-weekly period, as long the client is served every 3 weeks.
  - 2. Some clients own a plot of land, which may appear vacant, immediately adjacent of his/her home. The plot must also be cut with the same expectations and will be marked accordingly in order to indicate to the contractor whether or not to cut the plot.
    - a. Adjacent lots will be indicated by the Department of Aging only. Any discrepancies that arise in the course of work or in speaking to seniors should be referred to the Department of Aging Chore Services Coordinator for review.
  - 3. Contractor crew workers will walk the property before beginning any work so as to inspect for any factors which may cause the property not to be cut - i.e. the client's yard is too wet to mow, or the rear gate may be locked and there is no entry to the back of the home.
  - 4. In the event there is an obstacle preventing service to the back yard, including but not limited to a pet occupying the back yard, or a locked gate:
    - a. The contractor will knock on the resident's door in the attempt to have the obstacle cleared.
    - b. In the event the obstacle cannot be removed or cleared – the contractor will notate his/her paperwork accordingly to reflect what work (if any) has been completed followed by the date – i.e. "Front yard only cut, gate locked, client not home 5/24". Contractor will hang a door tag which will be provided by the Department of Aging indicating the obstacle.
    - c. Contractor shall submit records of completed work on a weekly basis, no later than Tuesday, 12:00pm. & Also Contactor must answer any emails or

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**Senior Lawn Maintenance – Chore Program**

phone calls left from the Department of Aging within 24 hrs. Of a message being left.

- d. If contractor can't complete all or part of a yard then a notification will be left with the senior resident and indicated on contractor spreadsheet – either verbal or in writing
  5. In the event a client's home has already been serviced to prior to the contractor arriving, the contractor is obligated to mark the client on the list as "Already Cut" and the date of arrival (i.e. "AC 5/24") Or with the Leaf Cleanup( A/D)" "Already Done"
    - a. The contractor will not receive compensation for any/all clients marked as "Already Cut" OR Leaf Cleanup "Already Done"
  6. Contractors are expected to use his/her best judgment when servicing our client's yards which may or may not appear semi-wet but serviceable, or too wet to service. When a client's property is too wet to complete the entire job, a client's property is to be marked as "Wet" or "Too Wet" with the date visited, and the crew will move on to the next client without having completed any work to be billed for.
- C. Pictures and Incomplete work sheets:
1. Photos are required before and after serving each client in order to ensure the work is recorded and to protect the client, the contractor, and The City of Cleveland. Photos are required to be submitted with records on a weekly basis.
  2. Pictures are to be taken digitally showing each address, the front, back, sides of the client's home and land plot as needed.
  3. Pictures may be used as evidence of damage to a client's property or a neighboring property. It is recommended the pictures taken include time/date stamps if available and are to be sent to The Chore Services Manager via e-mail with the work crew's completed weekly work logs.
  4. Pictures must be taken of all existing damages to the property prior to starting the work as part of the record keeping process.
  5. Pictures must be taken of each client property including occurrences where no work is performed, including, but not limited to yards which may be "Too Wet", "Already Cut" or other circumstances.
- D. Equipment:
1. The correct equipment is expected to be carried with and used at each home as needed. i.e. – a light weight push mower for small plots of grass and moist ground which could potentially be damaged from larger and heavier equipment.

**C-5 DELIVERY**

- A. In the event of delay in delivery beyond the date specified, the time of delivery may be extended by the Director. The City of Cleveland shall be notified of such delay and the contractor will have made all possible efforts to notify the homeowner of revised schedule and make attempts, in good faith, to come to an agreeable rescheduled date.
- B. The provision of labor and materials for the assigned work is necessary to provide lawn maintenance and make easy recognition of contractors for the clients. The

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furnishing of all labor, materials, tools, transportation, supervision, overtime, fuel, (PPE) Personal Protective Equipment, as well as company branded apparel, marked vehicles, the sole responsibility of the contractor to furnish.

1. PPE – Safety glasses, ear protection, safety vests, and dust masks must be made available to all contractor employees.
  2. Company branded apparel & vehicles – Workers are required to wear appropriate contractor specific attire, and/or drive a vehicle marked with the contractor's information.
- C. The collection and/or disposal of waste such as, but not limited to, bags of grass clippings, bundles of twigs and small limbs, litter/debris or other yard waste is the sole responsibility of the contractor.
- D. Services or yard conditions that fall outside of the proposal are to be reported to the Chore Services Manager where a determination on how best to proceed will be made and disseminated to the contractor, or other Aging staff, as deemed appropriate by the Manager (i.e. disputes as to whether or not a plot of land is owned by our client vs another party).

**C-6 APPROXIMATE QUANTITIES**

The City reserves the right to increase, diminish, or to omit any one or more properties the Director or their designee may deem necessary.

The frequency of maintenance is estimated to not exceed 8 cuts per client in the season, and 1 leaf pickup. All tasks are to be performed in the grass cutting season that is defined as May 1<sup>st</sup> through October 31<sup>st</sup> unless otherwise stipulated by the Director or their designee. As allowable by funding this contract will extend to November for the purpose of leaf removal and yard cleanup. These quantities are not guaranteed and are understood that real quantities may be less than, equal to, or greater than the above specified agreed upon number.

**C-7 INCLEMENT WEATHER**

- A. The contractor(s) are expected to perform in mild to moderate climate events without putting him/herself and their crew in danger due to, but not limited to, rain, sleet, hail, wind, or lightning.
- B. The contractor may elect to designate specific days in which to complete his/her work assignments and may choose to select alternate or additional days to complete the outlined work week goal due to inclement weather.

**C-8 MATHEMATICAL ERRORS**

- A. If a bidder makes any mathematical errors such that some, or all, of the bid numbers are mathematically inconsistent with each other, the City shall correct such errors as follows. The lowest level values, or unit prices, shall be deemed as indicating the bidder's true intent and shall be accepted as correct.

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- B. If the correction of any errors has an effect on the award of the contract only the directly affected bidders will be notified, in writing, of the corrections and the effect.

**C-9 DURATION OF CONTRACT**

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and shall continue in full force, and effect, as exercisable by the Director of Aging. The grass cutting season occurs annually from May 1, 2026 through October 31, 2026 and leaf cleanup takes place in November 1, 2026 through November 30, 2026.

**C-10 BASIS OF AWARD**

Up to one (1) contract may be awarded to the lowest and/or best bidder.

**C-11 NOTICE TO PROCEED**

The language anywhere else in this contract, notwithstanding the term of this contract(s) shall begin when Aging issues a Notice to Proceed to the contractor(s) and shall last for the duration of the lawn cutting season as defined in C-9. At the City's discretion, the City may shorten the term of this contract(s) with written notice. The Notice to Proceed shall not be issued until the contract(s) has been fully executed and delivered to all parties.

**C-12 NO WAIVER OF LEGAL RIGHTS**

Neither acceptance of, nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract, nor shall a waiver of any breach of the contract be held to be waiver of any other or subsequent breach.

**C-13 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE**

- A. The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, and shall protect him/her self, the City of Cleveland and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations by him/her self or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under the contract(s). The amounts of such insurance shall be as defined on the attached page.
- B. The contractor's specific attention is directed to the fact that he/she will be required to protect adjacent property during operations. Any damage to adjacent facilities or property caused by the contractor's operations or equipment will be required to be satisfactorily replaced or repaired by the contractor at his/her expense.

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**C-14 ACCESS TO WORK**

The Director or their designee or the approved designee and such representative's staff, shall at all times have access to inspect the work wherever it is in preparation, progress, and the contractor shall arrange and provide proper facilities for such access and inspection to determine whether such work is being done in accordance with the contract requirements.

1. The term "unacceptable work" will be used when the contractor or Chore Coordinator inspects a property either at random or by client request and the property is not left in an attractive manner. The contractor(s) will have a 24 to 48 hour grace period to reconcile the unacceptable work – weather permitting.

**C-15 FORMS AND PROCEDURE**

The forms to be used and the method and procedure to be followed by the contractor for the submission of schedules, invoices, breakdowns and all other items required by and pertaining to the contract, shall be in accordance with the directions of the Director or the designee.

**C-16 COMPETENT PEOPLE TO BE EMPLOYED**

The contractor shall employ only competent and skillful people to do this work. Whenever the Director notifies the contractor in writing that any person(s) is, in his/her opinion disobedient, incompetent, unfaithful, disorderly, disrespectful, or otherwise unsatisfactory the contractor, upon receiving such notice, shall forthwith dismiss such person(s).

**C-17 SUBCONTRACTORS**

Since this contract is made pursuant to the bid submitted by the contractor and in reliance upon the contractor's qualifications and responsibility, the contractor shall not sublet nor shall any subcontractor commence performance of any part of the work included in this contract.

**C-18 RESPONSIBILITY OF CONTRACTOR**

- A. The contractor shall be responsible for all damage to the homeowner's property for those damages as a result of actions, or inaction, by the contractor or their employees. The contractor will be held answerable for all damages that may occur to persons, property, animals, or vehicles. The City will not insure the work against claims for injury to person or property arising during the process of the work. The contractor shall make all efforts to conduct their work in a safe and secure manner. The contractor shall be responsible to repair, and make good, any damage caused to any such property by reason of his operations, leaving all work in approved condition at the completion of the contract.
- B. The contractor shall be responsible to keep the site clean and shall be responsible to remove litter and debris during operations and at the completion of the work.
- C. The contractor shall take any all precautions necessary to protect life and property. The Director or their designee may, at any time, order the contractor to provide

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additional precautions that he deems necessary to protect life and property. In the event the contractor refuses, or fails, to pay the invoices for such precautions the cost of the same shall be deducted from any money that may be due him/her on partial or final estimates as herein provided.

**C-19 PROCEDURES AND METHOD OF OPERATIONS**

The Director or their designee may order the contractor to increase their safety if at any time before the commencement or during the process of the work, methods and procedures appear as unsafe, insufficient, or improper. The contractor shall conform to such orders but the failure of the Director or their designee to demand any increase of such safety, efficiency, adequacy or any improvement shall not release the contractor from his obligation to secure the safe conduct and quality of the work specified.

**C-20 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY**

- A. The contractor shall, at his/her own expense, repair or make good any damaged caused to any such property, by reason of his/her operations, leaving all work in approved condition at the completion of this contract.

**C-21 PREVENTION OF WATER POLLUTION**

- A. The contractor shall comply with applicable Federal and State laws, orders and regulations concerning the control and abatement of water pollution.
- B. The contractor's activities shall be performed by methods that will prevent the entrance of accidental spillage, solid matter, contaminants, debris and other objectionable pollutants and wastes into streams, water courses, lakes and underground water sources.

**C-22 DUST AND UNNECESSARY NOISE**

The movement and use of machinery and equipment, and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust.

**C-23 REMOVAL OF LITTER AND DEBRIS**

The contractor shall remove all litter and debris generated by the provision of their work as it accumulates. Upon the completion of the work, remove all litter and debris of all kinds from any grounds which he/she occupied and shall leave the site in a clean, neat, and attractive condition.

**C-24 ACCEPTANCE OF PERFORMANCE**

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It shall be understood and agreed by the parties hereto that the Director or their designee shall determine the satisfactory quality of work and material furnished under the contract.

**C-25 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR**

The contractor shall, during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. A current BWC (Ohio) official certificate must be included in the bid package.

**Fair Employment Wage Law (per Appendix B)**  
**Bidder must complete Appendix B and return with sealed bid submission.**

**C-26 TERMINATION**

- A. For Cause.
1. *After Notice.* The City may terminate this Agreement at any time for cause if contractor fails to observe or perform any of the covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of five (5) days after written notice is given contractor by the City.
  2. *Without Notice.* The City may terminate this Agreement for cause and without any prior notice should contractor fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- B. Without Cause. The City may, at any time and in its sole discretion, without cause and upon one hundred twenty (120) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and contractor shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- C. For Failure to Comply with Corrective Action Plan. If at any time during review or audit of contractor the City determines that contractor is not functioning in good faith, contractor must submit a corrective action plan within thirty (30) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If Contractor does not meet the provisions of the corrective action plan and the City continues to find Contractor not to be functioning in good faith or in non-compliance provisions of this Agreement, the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract; or (ii) suspension from participation in future contracts.

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- D. Required Records Upon Termination. If the City terminates this Agreement early, contractor shall, within ten (10) days, submit a certified final progress report of the work completed by the date of termination. The City shall pay contractor for the work completed as certified in this statement. Notwithstanding any other provision of this Agreement all records, documents, materials and working papers prepared as part of the work under this Agreement shall become the property of the City, and upon cancellation, contractor shall turn over to the City all records, documents, working papers, and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the work by another contractor.

### **C-27 Invoice & Billing**

The Contractor shall submit invoices that accurately reflect the work performed monthly. Original Invoices must be typed and legible. The City of Cleveland does not pay for copies or duplicate invoices. Each invoice must be mailed as specified below:

Cleveland Department of Aging  
Attn: Adam Cisler  
75 Erievue Plaza – Floor 2  
Cleveland, Ohio 44114

- Invoices may also be emailed to [acisler@clevelandohio.gov](mailto:acisler@clevelandohio.gov) or [Aging@clevelandohio.gov](mailto:Aging@clevelandohio.gov)
- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Any invoice issues should be addressed first to the ordering department. The Division of Accounts will assist only if the Department is unable to resolve the question.

The failure to follow above instructions may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract.
- Contractor Mailing Address.
- Contractor Telephone Number.
- Contractor Facsimile Number or e-mail address.
- Purchase Order (PO) Number under which the work being invoiced was authorized.
- Contractor Invoice Number, which must be a unique (non-recurring) number.
- Invoice Date, outlining services performed and date authorized by Department of Aging.
- Detailed itemization of labor and materials provided, including: On spreadsheet
  - Date work was performed.
  - Location address for each item of service performed.
  - Quantity of items being invoiced under each Line Item.

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- Unit Cost of each Line Item.
- Extended Cost by each Line Item.

Weekly summaries of work performed, including digital photos, should be e-mailed or faxed to the Chore Services Manager by no later than the following Tuesday, close of business. Digital reporting forms for Chore will be provided as a template for contractor use and requires employee initials. Pictures are required for payment of work completed and are the responsibility of the contractor to provide.

**The City of Cleveland is not subject to sales tax per Section 5739.01 (B) (1) O.R.C.**

Invoices must not include sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchasing and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous, or does not include the above required information, the City shall inform the supplier thereof and indicate any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing delivery documentation at the time of submitting the invoice.

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) the City shall receive competitive sealed bids through email. All City of Cleveland bids estimated to be less than 50K in value will be submitted and received electronically via email. All bids must be emailed to CityofClevelandbids@clevelandohio.gov. Upon receipt of your bid, you will receive a reply indicating your bid has been received.

### Bidder's Instructions

See enclosed Terms & Conditions. Read and follow all terms and conditions of the bid.

Bids must be submitted to CityofClevelandbids@clevelandohio.gov, the Document ID Number and Buyer's Name must be identified in the email subject line. Also clearly state the Document ID Number, Bid Description, Buyer's Name and Closing Date.

**PLEASE NOTE: Bids received after the Closing Date, Closing Time or sent to any other email address not identified in the Bidders Instructions cannot be considered.**

Northern Ireland Affidavit must be completed, signed and included with each bid.

**The bid must be submitted to: CityofClevelandbids@Clevelandohio.Gov**

The bid documents must include:

- The Document ID Number and Buyers Name in email subject line
- PDF File of Request For Bid Form
- Terms & Conditions.
- Northern Ireland Affidavit.
- Wage Theft Form.

Contact the Buyer immediately at the number on the Bid Form if you do not have all the required documents.

## Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

## **NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any Contractor or Subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the Contractor or Subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

### **CHECK WHICHEVER IS APPLICABLE:**

A. ( ) The undersigned or any controlling shareholder,\* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. ( ) The undersigned or any controlling shareholder,\* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.

C. ( ) The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.



## **WAGE THEFT AND PAYROLL FRAUD DISCLOSURE**

### **SUMMARY:**

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

### **INSTRUCTIONS:**

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

### **DEFINITIONS:**

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported



payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

“Service Contract” means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

“Wage Theft” means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

**CHECK WHICHEVER IS APPLICABLE:**

(A) (  ) The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) (  ) The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_