INVITATION TO BID

(This is not an order.)

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

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

CITY OF CLEVELAND

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

Procurement Folder	RFB No.	RFB Description
161930	RFB 0201 202600000000539	Snow Removal

RFB Closing Date/Time	Department/Division	Public Bid Opening Date/Time
October 23, 2026 3:00 PM	0201	October 23, 2026 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/ Line#	**Commodity Description**	**Item Quantity/ UOM**	**Service Dates**	**Catalog Discount**
1 / 1	Snow Path Shoveling/Blowing		From To	

SEE ATTACHED PDF FOR SPECS AND INFO

Ship To:
Aging 75 Erieview Plaza, 2nd Floor Cleveland, OH 44114

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.

INVITATION TO BID

(This is not an order.)

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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

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

Effective Immediately: In accordance with Codified Ordinance 181.13 (l) 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.

. **Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.**

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

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

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

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.

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

TERMS AND CONDITIONS

1. Acceptance of Purchase Order. This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Cleveland any of the goods ordered herein or renders for the City any of the services ordered herein. If this Purchase Order has been issued by the City in response to an offer, then the issuance of this Purchase Order by the City shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the City and shall not be binding upon the City unless specifically accepted by the City in writing.
2. Entire Agreement. This order, the instructions to bidders, the Request for Bid, the Bid Schedule of Items, and any specification and/or other attachments, if any, incorporated hereby by reference, constitute the entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter.
3. Indemnification. Seller shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, demands, liabilities, losses, suits, cause of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from the personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission of Seller or its agents, employees, subSellers or suppliers, in the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or used by the City, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
4. Limit of Liability. In no event shall the City be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The City's liability on any claim arising out of or connected with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
5. Remedies. The city's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
6. Default. Payment or acceptance of any items after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries. The City reserves the right to reasonable testing and inspection before payment or acceptance. The City's failure to inspect and accept or reject goods, materials, or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of the City's rights or remedies for breach of contract. The City reserves the right to reject any or all items not in conformity with the specifications noted within this purchase order in any respect.
7. F.O.B. Destination. Freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise approved in writing by the Commissioner of Purchases and Supplies.
8. Non-Assignment. Neither this contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the City.
9. Patent, Trademark or Copyright Infringement. Seller agrees to defend, entirely at its own expense, all claims, demands, and actions that may be asserted against the City for all alleged patent, trademark, and/or copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold the City harmless against all costs, expenses, legal fees, and judgments related to such claims, demands, and actions.
10. Timing. Time is of the essence in this contract. Failure to deliver within the time specified shall entitle the City, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost.
11. Implied Warranty. In addition to its standard warranty, Seller warrants that all goods supplied will be free and clear of all liens and encumbrances, good and merchantable title being in the Seller. Upon receipt by Seller of payment, good and merchantable title will vest in the City. All goods will be free from any defects in design, materials or workmanship and will be of good and merchantable quality. All goods will conform to the City's specifications or the approved sample as the case may be, and will be fit for the known purposes for which purchased, and that Seller will not substitute anything without the City's written consent.
12. Change Orders. No changes in the PO, its prices, terms, conditions, length, or attachments are permitted, without the City's prior written approval.
13. Cancellation. The City shall have the right to cancel this order, or any undelivered portion of this order, without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order that have been expected when Seller receives notice of cancellation. The City may, at its option, cancel this order without liability to Seller (except for conforming shipments the City previously accepted) if Seller (a) ceases to exist, (b) becomes insolvent, (c) becomes the subject of bankruptcy or insolvency proceedings, or (d) commits a breach in the performance of any obligation under this agreement or of any other written agreement with the City of Cleveland.
14. Compliance with Laws. Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services. Seller shall defend and hold the City harmless from any losses, damages, or costs arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation.
15. Access to Records: Seller shall provide access to pertinent records relative to this contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.
16. Material Safety Data Sheets: Any substance delivered as a part of this order must be properly labeled in accordance with all applicable regulations and must be accompanied by a Material Safety Data sheet (MSDS).
17. Venue. Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in Cuyahoga County in the State of Ohio. Pending settlement on final decision of any dispute, Seller shall proceed diligently with the performance of this order in accordance with the City's direction. The Charter and Ordinance of the City of Cleveland shall govern.
18. Tax. Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials, without the prior issuance of a signed Tax Exemption Certificate. A Tax Exemption Certificate is available upon written request.
19. Documentation. Seller shall clearly mark all documentation with the applicable valid PO number.
20. Payment Terms. Payment will be made in accordance with the terms on the face of this contract, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the City. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the city. Unless otherwise stated in the PO, the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the cash discount period, if any, to the City will date from receipt by the City of acceptable goods and invoice and not from date of invoice.
21. Insurance. Unless otherwise stated in the specifications, whenever labor is involved, the Seller shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment and/or supplies provided to the City. The insurer(s) must be licensed for business in the State of Ohio and maintain an A.M.Best rating of no less than A: VII or be an insurer approved by the City. The Seller shall submit all required insurance certificates to the City before commencing work. The City is to be added to each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from the carrier of any cancellation or reduction of the coverage or policy. Seller must demonstrate the following minimum insurance coverage in accordance with the estimated value limits: 1) Purchases less than $50,000: General Liability Insurance, with a $500,000 combined single limit. 2) Purchases $50,000 and over: General Liability Insurance with bodily injury and property damage limits of $1,000,000 for each occurrence with a $2,000,000 general aggregate and $2,000,000 products and completed operations aggregate. Automobile Liability Insurance must be in effect for any owned, hired and non-owned vehicle used in the performance of the work, with bodily injury limits of $1,000,000 for each person and $1,000,000 for each accident, and with property damage limits of $1,000,000 for each accident; OR $1,000,000 combined single limits, including bodily injury and property damage. The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Seller. The Seller's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Seller.
22. Workman's Compensation: Whenever labor is involved, the Seller shall subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City harmless from any and all liability arising from or under said act. He shall also furnish a copy of the official certificate or receipt showing the payments herein referred to before commencing any work.
23. Authority to Bind. All parties to this order agrees that the representatives named herein, including in all attachments, possess full and complete authority to bind said parties.
24. Inspection and Acceptance. No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without written authorization from the Commissioner of Purchases and Supplies. Such return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
25. Non-appropriation of Funds. As with any other public entity, an Agreement, Contract, or issuance of Purchase Order by the City is contingent upon the legal availability of funding and the allocation of said funds. The City reserves the right to cancel any ongoing Agreement, Contract, or Purchase Order immediately, by giving written notice to the Seller, in the case of a failure by the appropriating body to appropriate funds or funding for the specific project, commodity or service.
26. Equal Opportunity. This Agreement is a "contract", and the Seller is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term of this Purchase Order, the Seller shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., and herein made a part of this Agreement by reference. A complete copy of the Equal Opportunity Clause is available at the City of Cleveland website.

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: _____

SPECIFICATIONS/DESCRIPTIONS OF SERVICES
CITY OF CLEVELAND - DEPARTMENT OF AGING
RFB 0201 2026*
Senior Snow 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 snow maintenance. Maintenance includes snow path shoveling and/or blowing with any additional salt or de-icer mix for the affected areas. For these purposes a snow path is defined as a minimum of 3 foot wide or as large as may be allowed in a space that does not exceed 3 feet that runs from the primary door of the residence to the street and sidewalk. The intention of this path is to provide access from the home to the street for safety purposes.

C-2 QUALIFICATIONS OF BIDDERS

The bidder shall show 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 with his/her bid a notarized statement attesting to the following:

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. Bids should include 3 references or examples of previous contracts that demonstrate the business can meet the expectations of this contract.

B. The names of his/her employees in the areas responsible for 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 snow 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. Information regarding the signage on vehicles and/or equipment, and uniforms that employees will use in the provision of services outlined in this contract.

C. The present address of the main operating facilities of this organization.

D. A list of equipment that the contractor owns and projects that they will use for the work required in this contract. Make model of vehicle, color vehicle license plate, of signage labeled on truck. A description of the snow removal equipment including shovels, blowers, spreaders, etc.,.

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.

C-4 CHORE PROGRAM

SPECIFICATIONS/DESCRIPTIONS OF SERVICES
CITY OF CLEVELAND - DEPARTMENT OF AGING
RFB 0201 2026*
Senior Snow Maintenance – 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 snow maintenance season is assumed to begin December 1, 2026 and end March 31, 2027. The number of clients to receive snow path shoveling during the season is projected to be approximately 75-100 but is subject to change.

The scope of this contract will be limited to a localized geographic location of City of Cleveland's North 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 7:00 am and 7:00 pm. **Cleveland, Ohio Noise Ordinance 605.10 Unnecessary Noise**

B. Snow frequency and document notations: Snow shoveling or blowing services
   1. The snow services maintenance program provides services of complete snow services every 3 inches of snow not to exceed pass March 31st 2026
      a. Contractors may choose to complete tasks as early as 7 am to 7 pm and as many reasonable number of job tasks in a day, week, or bi-weekly period, as long the clients are serviced within 24-48 hrs. after 3+ inch snow fall occurrence on their Pathway, sidewalk, or service ramps.
      b. Maintenance includes snow pathway shoveling / or blowing with addition to dispensing salt or de-icer mix for the affected areas. For these purposes a snow path is defined as a minimum of 3 foot wide or as large as the allowed space to be serviced. 3 feet is the minimum path that can run from the primary door of the residence to the driveway and then, 48 to 60 inches wide from the driveway to the apron. The intention of this path is to provide access from the home to the street for safety purposes.
   2. Contractor crew workers will walk the property side walk , driveway before beginning any work so as to inspect for any factors which may damage to contractor equipment. In the event there is an obstacle preventing service to the property the contractor will take the appropriate precautions or steps to alleviate the obstacles.
      a. The contractor may knock on the resident's door in the attempt to discuss the obstacle.
      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. "unable to make path for X reason"
      c. Contractor shall submit records of completed work on a weekly basis, no later than Monday 12:00pm.
      d. If contractor can't complete all or part of a property then a notification will be left with the senior – either verbal or in writing.
   3. 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

serviced along with the date and arrival time (i.e. "AS 5/24" 9:00 AM).

a. The contractor will not receive compensation for any/all clients marked as "Already Serviced".

4. Contractors are expected to use his/her best judgment when servicing our client's residence to complete the service that may be icy or wet due to the weather condition that should be when deicing / salt should be used

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 with before and after pictures
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.

D. Equipment:

1. The correct equipment is expected to be carried with and used at each home as needed. i.e. – Snow Blower/ Shovels, Salt , salt bucket and any other PPE that the contractor deems as necessary.

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 Snow Path maintenance and make easy recognition of contractors for the clients. The 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 gloves 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 any waste related to the provision of this service is the sole responsibility of the contractor.

D. Services or conditions that fall outside of the proposal are to be reported to the Chore Services Coordinator/ 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.

C-6 APPROXIMATE QUANTITIES

The City reserves the right to increase, diminish, or to omit any one or more items the Director may deem desirable.

The frequency of maintenance is estimated at every 3 inches of snow occurrences per every client for the snow season. All tasks are to be performed in the snow maintenance season that is defined as from December 1st through March 31st, unless otherwise stipulated by the Aging Director. 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 but never to exceed the maximum agreed to contractual dollar amount.

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 snow, 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.

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 snow maintenance season occurs from December 1, 2026 through March 31, 2027.

C-10 BASIS OF AWARD

Up to one (1) contract may be awarded to the lowest and/or best bidder(s). Criteria that may be considered include longevity of company, equipment used, experience of and/or number of employees, feedback from references.

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.

C-14 ACCESS TO WORK

The Director, 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. And must keep clear communication with department representative per phone, via email and a response within 24 hrs of any and all operational issues

1. The term "unacceptable work" will be used when the contractor or Chore manager inspects a property either at random or by client request and the

property is not left in an attractive and or satisfactory manner. The

Contractor 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 may, at any time, order the contractor to provide 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 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 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, if any, all litter and debris 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

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.

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. 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 Erieview Plaza – Floor 2
Cleveland, Ohio 44114

- Invoices may also be emailed to acisler@clevelandohio.gov or 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:
  - Date work was performed.
  - Location address for each item of service performed.
  - Quantity of items being invoiced under each Line Item.
  - 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 Monday, 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.

BID - SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies City Hall - Room 128 Cleveland, Ohio 44114				BIDDER MUST COMPLETE & SIGN BELOW
TITLE OF BID: 2026 Chore - Senior Snow Maintenance - North East Side				NAME OF FIRM
				STREET ADDRESS
ORDINANCE NO. 497-08	**PASSED: 6-2-08**		SIGNED	CITY / STATE / ZIP CODE
DEPARTMENT OF AGING				
CITY RECORDS ADVERTISEMENT DATES		___ STANDARD CONTRACT BID _X_ REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE
BUYER	BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	DATE

Short Term Seasonal Contract

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
Snow Maintenance for APPROXIMATELY 75 private residences/units snow removal service.			
1. Snow Maintenance / Per Single Clean Up See Section C-4 of Bid Specifications for details of program requirements.	75	**$_____**	**$_____**
ALL ITEMS /COMPLETE COST PER SERVICE			**$_____**
All quantities are approximate. **CONTRACT IF ANY, SHALL NOT EXCEED $25,000 PER YEAR.** **CONTRACT SHALL BE FOR PERIOD MAXIMUM OF ONE YEAR**			

BID - SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies City Hall - Room 128 Cleveland, Ohio 44114				BIDDER MUST COMPLETE & SIGN BELOW
TITLE OF BID: 2026 Chore - Senior Snow Maintenance - North East Side				NAME OF FIRM
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DEPARTMENT OF AGING				
CITY RECORDS ADVERTISEMENT DATES		___ STANDARD CONTRACT BID _X_ REQUIREMENT CONTRACT BID		AUTHORIZED SIGNATURE
BUYER	BID OPENING		12:00 O'CLOCK NOON OFFICIAL TIME	DATE
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