



INVITATION TO BID

(This is not an order.)

Buyer: Tiffany Johnson
 216-664-2620
 TWhiteJohnson@city.cleveland.oh.us

CITY OF CLEVELAND

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

Requestor: Toi Porch
 216-664-4255
 tporch@city.cleveland.oh.us

Procurement Folder	RFB No.	RFB Description	
146772	RFB 7012 202400000000194	Ward 1 Vacant Structure Lawn Maintenance	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
April 26, 2024 3:00 PM		7012	April 26, 2024 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Ward 1 Vacant Structure Lawn Maintenance		From To	

Awarded PO, if any, shall not exceed \$49,999.99.

Vendor to bid price per lot

Price per lot _____

Ward 1, map attached

See attached specs

Ship To:
PARKS MAINT COMM OFF-4TH FL PARKS MAINT COMM OFF-4TH FL 1230 E 6TH ST 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

No Price increase

This Purchase Order does not permit price increases.

Equal Opportunity Clause

The enclosed Section 187.22(b) is hereby incorporated in its entirety



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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

This RFB seeks to identify Contractor(s) that can perform Lawn Maintenance on vacant and occupied structures that are out of legal compliance. The work required under this contract shall include the furnishing of all labor, materials, tools, transportation, supervision, technology, fuel and service necessary to provide Lawn Maintenance on the previously vacant and occupied structures within the COC.

Work Orders must be performed in strict adherence to all local codes regarding use of machinery during the hours of 8:00 am and 7:00 pm, under CCO Section 605.10 (Unnecessary Noise).

The awarded Purchase Order, if any, will not exceed \$49,999.99.

The Contractor shall provide all personnel, equipment, tools, supervision, and services necessary to ensure that ground maintenance is performed in a clean, neat and professional manner, and shall indemnify and hold the City harmless from any damage to the property caused by its employees or agents. COC has the right to reject a contractor based upon the condition of equipment, tools and/or experience.

Qualified 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 nonresponsive.

- Bidder shall supply a list of current employees
- Has your company had any lawsuits relating to the services proposed, or do you have any pending or threatened litigation relative to the kinds of services proposed? Yes/No
If yes, briefly explain;
- How many years has the bidder been in business? _____
- Provide references from 2-3 current or past clients
- Bidder shall submit a current list of equipment that they own and intend to use to fulfill this contract

Approximate Quantities:

The frequency of maintenance is contingent on the rate of growth of the grass before it is a Nuisance, the rate of occupied structure referrals from the Dept. of Health, and other circumstances that may emerge during the usual course of performance. All tasks are to be performed in the grass cutting season that is defined as April to November 2024, unless otherwise stipulated by the Commissioner or Director. The Contractor understands that there is no guarantee of quantities. We are estimating 220 unique parcels/850 cuts.

Inclement Weather:

The Contractor is expected to perform in mild to moderate climate events without putting him/her/themselves and their crew in danger due to, but not limited to, rain, sleet, hail, wind, or lightning. Light to moderate precipitation is not cause to abandon the contractor's job duties.

The Contractor may elect to designate specific days in which to complete his/her/their work assignments and may choose to select alternate or additional days to complete his/her/their outlined work week due to inclement weather.

Assignment of Work Orders:

Contractors will receive their work by way of City Works. Prior to assignment, these locations will have been inspected and determined to be a Nuisance. These locations will all be in the COC.

Work orders will be issued in batches of no more than 10 at a time, unless the contractor has demonstrated the capacity to handle additional work. The decision to issue more than 10 work orders will be made by the Commissioner based on the contractor's performance

The City will provide the Contractor with a list of vacant/occupied structure that may need emergency lawn maintenance services performed. For expedience, the Manager will assign these to the Contractor via email. Emergency Work Orders should be completed within 48 hours of notice.

The Contractor will receive access to City Works and training prior to start of the assignment by the City of Cleveland designee. A minimum of two of the Contractor's employees will be designated as the Contractor's point of contact for City Works access and training.

Work orders must be fulfilled on a weekly basis. If a property remains on the list for more than two (2) weeks without completion, the contractor will not receive any new work orders.

If, during the course of performance, the Contractor identifies a location that needs to be mowed, the Contractor will contact the COC designee, via e-mail, and inform them of the location. Said designee will inform the contractor within 48 business hours of whether the location is approved for service.

The Contractor shall not mow grass that does not exceed 8 inches. If this is done, or pictures provided do not clearly show that the property grass exceeds 8 inches, payment will NOT be made.

Discarding Litter and Debris:

The Contractor agrees to move all litter and debris from the grass prior to performing Lawn Maintenance.

The Contractor will remove any debris from the grass to allow them to perform Lawn Maintenance. The Contractor will move the debris to driveway of the structure. Then, the Contractor will notify the Manager of the location of the amount of the debris that requires removal via e-mail, within 24 hours. When practicable, the Contractor will provide photos of the debris or litter so that Manager can assign the most efficient removal.

Access to Work:

The Commissioner and designee(s) 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.

The term "unacceptable work" will be used when the Contractor or Manager 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.

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 Commissioner.

Submission of completed Work Orders:

The Contractor will review Work Orders completed by his staff to verify quality of performance and completion of requisite photographs.

The City of Cleveland reserves the right to make random Quality Assurance visits to inspect progress and quality of performed work before payment will be authorized.

The Contractor shall upload to City Works a minimum of six (6) pictures per location upon completion of services at that location. The photographs must include the address of the property, before and after cuts of the front yard and back yard, and the measurement of the grass showing identifiable landmarks. All pictures must be imprinted with a date stamp. The contractor will need to supply their own device for accessing Cityworks and for taking pictures of lots.

The Contractor will submit notice of completed Work Orders and the requisite photographs via e-mail to the Manager, if experiencing technical difficulties with Cityworks. The Contractor will submit this email within 48 hours of the completed Work Order. The Manager will confirm receipt within 48 hours of the notice of completed Work Orders and photos.

Invoice and Billing Requirements:

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. Invoices can also get emailed. Email addresses will be provided upon award.

Original invoice to address as shown on Purchase Order under "BILL TO:"

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, mailing address, telephone number and email address as it appears on the Contract.
- Contractor remit to 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
- Cityworks Data Management work order number.
- Location address for each item of service performed.
- Invoices should be submitted on a weekly basis. The invoice will include all work orders that have been assigned to the Contractor and completed that previous week, reviewed and approved by Manager.

Pictures of work completed are required for payment and are the responsibility of the contractor to provide.

Termination

A. For Cause.

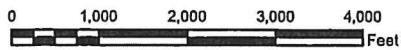
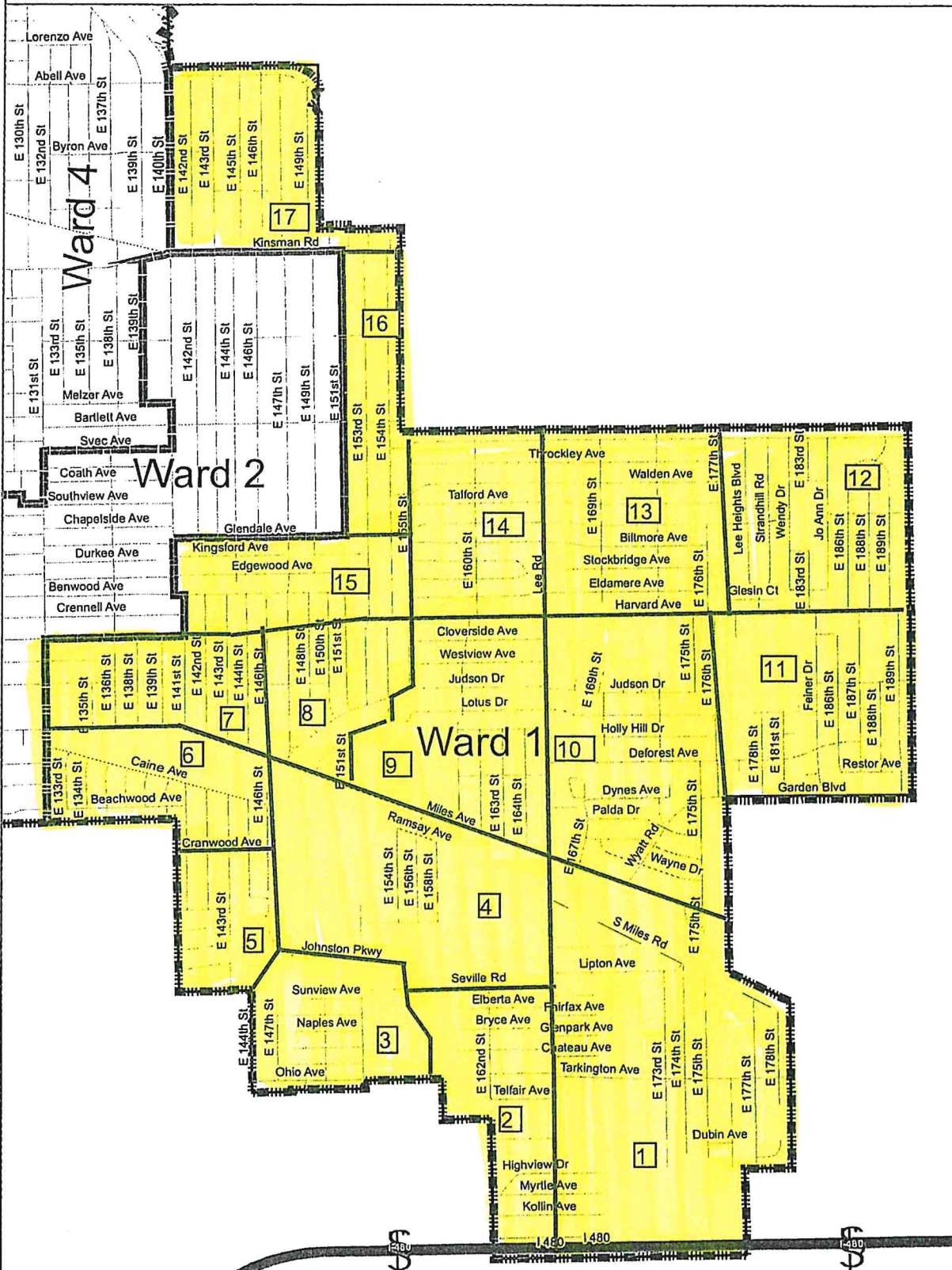
1. Without Notice. The City may terminate this Agreement for cause and without any prior notice should contractor fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
2. Without Cause. The City may, at any time and in its sole discretion, without cause and upon ninety (90) 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.
3. 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.
4. 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.

Definitions

- Cityworks is the Data Management system used by the Division of Park Maintenance to assign Work Orders to Contractor(s).
- COC shall mean the City of Cleveland, its employees and agents of the City of Cleveland.
- Commissioner shall mean the Commissioner of the Division of Park Maintenance and Properties, Department Public Works, for the City of Cleveland, Ohio.
- Contract shall mean a legal agreement between the COC and the Contractor(s) in which the parties mutually agree that in exchange for Law Maintenance services, the Contractor shall be financially compensated by the COC.
- Contractor shall mean a business entity that agrees to perform work under the terms of a contract.
- Director shall mean the Director of the Department Public Works, for the City of Cleveland, Ohio, or his/her/their approved designee.
- Division of Park Maintenance, Dept. of Public Works, City of Cleveland, Ohio consists of five (5) sections; Vacant Properties ("VP"), Park Maintenance, Urban Forestry, Cemeteries and the Greenhouse.
- Lawn Maintenance shall mean the mowing vacant/occupied residential and/or commercial lawns; including, but not limited to the front yard, backyard, tree lawn, fence line and around building structures. This also includes removal of clippings, weeds and debris. Also removal of phone books and newspapers.
- Manager shall mean the Manager of the Vacant Properties section of the Division of Park Maintenance and Properties, Department Public Works, for the City of Cleveland, Ohio, or his/her/their approved designee.
- Nuisance shall mean grass that is over 8" in height, as defined in Cleveland Codified Ordinances Section 209.02.
- "VP" shall mean the Vacant Properties section of the Division of Park Maintenance and Properties, Department Public Works, for the City of Cleveland, Ohio.

Ward 1

Subsections 1-17



E

9/17/2013