



# INVITATION TO BID

(This is not an order.)

## CITY OF CLEVELAND

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

**Buyer:** Lauren Drake  
 216-664-2627  
 LDrake@clevelandohio.gov

**Requestor:** Leondria Stephenson  
 216-664-7384  
 lstephenson@clevelandohio.gov

Procurement Folder	RFB No.	RFB Description	
157644	RFB 7013 202600000000068	Refuse Truck Cleaning Services	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
February 26, 2026 3:00 PM		7013	February 26, 2026 3:00 PM

### SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Truck Washing		From To	

See attached specs

Ship To:
Waste Collection Waste Collection 5600 Carnegie Ave Cleveland, OH 44103

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.



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**BIDDER MUST COMPLETE & SIGN BELOW**

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

*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 (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.

## 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: \_\_\_\_\_

**A**     **Scope and Classification**

**A.1**     **Scope:** The City of Cleveland, Department of Public Works, and the Division of Waste Collection, hereinafter “city”, is seeking to obtain formal bids to establish a contract for the purchase of Refuse Truck washing services to be used by the division for all trucks in the refuse fleet. **Offeror shall propose service, and pricing therein, for all locations listed, and each location individually.**

**A.2**     **Classification:** The contract resulting from this bid proposal will provide for the purchase and delivery of Refuse Truck Washing Services. All Offerors must document the experience, equipment, and any licenses and/or certifications that may be required by local, county, state, and federal agencies.

**A.2.1**   **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of equipment and service for the past five years.

**A.2.2**   **Bidder References:** The offeror shall have documented proven successful contracts from at least three customers that offer supports that are similar in scope, complexity, and cost to the requirements of this bid specification.

**B**     **Applicable Standards and Publications**

**B.1**     Offeror must meet or exceed all City, State and Federal safety guidelines and standards, including EPA Guidelines for recovery of wastewater.

**B.2**     All OSHA applicable guidelines and standards

**C**     **Requirements**

**C.1**     General Information:

**C.1.2**             **Pricing:** Bidders are to bid an hourly rate price utilizing a two (2) person crew, FOB Destination, and any travel or operational expenses associated with providing the service on-site at the designated service locations identified within this bid.

**C.2**     **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please submit** reference pages and attach any supplemental pages that may be necessary to meet these requirements.

**C.2.1**   **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.

**C.2.1.1**           **Equipment:** Offerors must document and submit in a letter attached to the bid, their capability of providing the equipment necessary to provide power-washing services for large refuse vehicles. Offerors must supply spot-free reverse osmosis water on every truck.

**C.2.1.2**           **Vendor Experience:** The offeror shall provide the history of their relationship with current or former customers that have a similar scope to the contract the City is seeking. At a minimum provide:

- A) Length of the relationship
- B) Level of the relationship
- C) A brief history of the relationship

**C.2.2**   **References:** The offeror shall have documented proven successful contracts

from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.

C.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.

C.2.2.2 **Equipment / Service Information:** A description of the equipment used and service provided.

C.2.3 **Subcontractor Information Required:** No subcontractors may be used for this contract.

C.3 **Evaluation Criteria:**

C.3.1 **Section One** - Cost of service. Provide clear per hour pricing for the Per-Vehicle-Cost for the following vehicle types.

C.3.1.a Rear Loader Refuse Truck

C.3.1.b Side Loader Refuse Truck

C.3.1.c Front Loader Refuse Truck

C.3.2 **Section Two - Experience and Past Performance**

Provide sufficient information in a clear, concise manner to the City to evaluate the ability of the offeror to provide high quality, professional refuse truck washing services.

C.3.2.1 Offeror must be able to demonstrate that the scope of the contract can be met, and that all specifications can be met. At a minimum, please answer the following questions in your response:

How many years have you been in business?

How many accounts does your company service in the Cleveland area and vicinity?

How many accounts does your company service that include washing over 80 vehicles in a week?

What is the company policy for missed service visits? How would the City be compensated?

How many facilities does your company operate in the Cleveland area, or within a 30-mile radius of the City?

Does your facility have the ability to wash trucks on site?

Does the offeror own the proper equipment required for washing large refuse vehicles?

C.3.3 **Section Three – References**

The offeror shall have documented proven successful contracts from at least three (3) customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of these specifications.

C.4 **Service Requirement Specifications:**

#### C.4.1 Service Specifications

C.4.1.1 Alternated: Bids will only be considered on the units complying with these strict specifications listed.

#### C.4.2 Truck Washing Requirements

C.4.2.1 The exterior of the vehicle cab, chassis and body must be washed using soap and high pressure spot-free reverse osmosis heated water.

C.4.2.2 A degreasing detergent must be applied to the exterior of the vehicle cab, chassis and body.

C.4.2.3 The exterior of the vehicle including all accessible painted surfaces, cab, chassis, body wheels and frame, must be scrubbed with a brush.

C.4.2.4 All mud and debris must be removed from around the bottom edge and under the vehicle.

C.4.2.5 All exterior windows must be scrubbed with a brush using soap and high pressure spot-free reverse osmosis heated water. All dirt and debris must be removed. The vendor will use a squeegee to remove excess water.

C.4.2.6 All headlights and taillights must be scrubbed with a brush using soap and high pressure spot-free reverse osmosis heated water. The headlights and taillights shall be wiped down with a soft cloth to prevent scratching.

C.4.2.7 The top and rear of the cab must be scrubbed with a brush using soap and high pressure spot-free reverse osmosis heated water.

C.4.2.8 When applicable, the area behind the front bumper near the radiator and hydraulic pump shall be power washed to prevent build-up.

C.4.2.9 A brush shall be used all over the arms and surrounding area, on items such as the air dryer/governor, the main air tanks and lines.

C.4.2.10 Area around the battery box under the trucks.

C.4.2.11 Area around the CNG shield housing.

C.4.2.12 Area located on the side of the battery box; NOTE-always ensure that the battery is shut off during cleaning. This can be verified with the Refuse Supervisor on site.

C.4.2.13 Clean/remove build-up on gripper cylinders and the hydraulic lines.

C.4.2.14 Braking assist system housing under the trucks.

C.4.2.15 Clean debris from the tailgate locking cylinder (when applicable).

C.4.2.16 Clean area under truck round the rear differential, axle and suspension (rear of truck)

C.4.2.17 All components, unless otherwise specified, must receive a final rinse using a high pressure spot-free reverse osmosis heated water spray to remove all excess chemicals and any remaining dirt and grease.

#### C.5 Specific Truck Washing Requirements per vehicle type:

C.5.1 **Refuse Front-End Loading Trucks:** The body located directly behind the cab must be scrubbed to remove any grease build up. All hoses near the transmission system must be washed of any debris and dirt. The bed of the vehicle must be washed with a soap solution and high pressure spot-free reverse osmosis heated water solution and debris must be removed from the "clean-out trough" area and the area must be washed with a soap and high pressure spot-free reverse osmosis heated water solution.

C.5.2 **Refuse Side Loading Trucks:** The hopper interior, including crusher panel hoses, protective screens, doors and the front of the vehicle bed must be washed using a soap solution. The complete area of the crusher panel must be washed using a soap solution and high pressure spot-free reverse osmosis heated water .

C.5.3 **Refuse Rear Loading Trucks:** The interior of the vehicle's hopper must be scrubbed and rinsed. The interior of the packer body and the hopper must be cleaned using a high-pressure spot-free reverse osmosis heated water spray and scrubbed with a brush using a soap solution. All dirt, chemicals and remaining debris must be removed.

C.6 Other Service Requirements:

C.6.1 The wash area at the City locations must be cleaned at the end of each day service is provided, including but not limited to, sweeping the area to remove all dirt and debris (by-products) from the City property and a final rinse of the wash area.

C.6.2 The by-products must be bagged, removed from City property, and properly disposed of, in accordance with all regulations. **The service provider must have the ability to collect, and dispose of wastewater.**

**C.6.2.1** Wastewater recovery and disposal is required. Offeror is required to recover and properly dispose of up to 100% of the wastewater in accordance to Local, State and Federal Law. Wastewater must be transported and disposed of off-site. Storm water drains must be matted and water must be recovered/vacuumed into vendor supplied recovery tanks. All washing procedures must be compliant with the EPA Clean Water Act Mobile Power Washing and Environmental Regulations.

C.6.4 To ensure wastewater does not leave property prior to proper treatment, truck washing services must not be performed at City locations during periods of rain.

C.6.5 To ensure proper safety conditions, truck washing services shall not occur when temperatures are at or below 32 degrees Fahrenheit.

C.6.6 Only City personnel have authority to drive or operate City vehicles.

C.6.7 Prior to bid award, at the bidder's expense, a truck wash demonstration for each type of vehicle may be requested. If the demonstration is requested, a washing demonstration schedule will be provided by the Division of Motor Vehicle Maintenance. If any chemicals are found to be harmful to the vehicles during the demonstration, the service provided will be permitted to switch products.

**D Sampling, Inspection and Test Procedures**

D.1 **Demonstration:** The City reserves the right to require a demonstration of any equipment or service prior to award of the bid. Such demonstration shall be conducted, at the sole discretion of the City, either at City of Columbus facilities, or on-site at the supplier's facilities. All costs associated with such demonstration are to be the responsibility of the supplier. All demonstrations shall be concluded within five (5) working days after notification of demo request. Failure to comply may be used as a basis for rejection of the bid.

## **E Ordering, Delivery and Invoicing**

- E.1 **Ordering Procedure:** A written purchase order will be established by the Commissioner of Finance. The Purchase Order will have the service locations and invoicing information.
- E.2 **Delivery of Service:** Delivery of service time may be a factor in determining award of bid. Failure to deliver in the days/times proposed may lead the City to consider the contract holder in partial or full breach of the contract. In the case of such breach, the City reserves the right to pursue all remedies and actions available under this contract and relevant law.
- E.2.1 **Service Locations:** The service will be provided at City of Cleveland, Division of Waste Collection facilities, upon agreement with the City.
- E.2.2 The City of Cleveland requires no less than twenty-four (24) hours advance notice before the service is provided. Service must be made Monday through Friday at the times specified in Section E.3, except on a City of Cleveland recognized holiday.
- E.3 **Service Hours:** Refuse Truck washing must be performed after business hours Monday through Friday and at specified times on Saturday and Sunday, on non-City holidays, and at times to be determined by the Division of Motor Vehicle Maintenance when City employees are available to operate vehicles. Time of service will be determined by the Division of Waste Collection staff at the time service is requested. In general, but not always, the time frame for washing vehicles will be between the hours of 4:00 – 8:00 PM on Monday through Friday, after vehicles have returned from their daily routes and the hours of 8:00 am – 12:00pm on Saturday and Sunday.
- E.4 **Points of Service:** To provide weekly or as needed truck washing services at up to three (3) locations with the Division of Waste Collection. The four designated DORC locations are:
- E.4.1 Carr Center Maintenance Facility, 5600 Carnegie Ave Cleveland, OH 44103
- E.4.2 Glenville Waste Collection Station, 10801 Leuer Ave Cleveland, OH 44108
- E.4.3 Ridge Road transfer and Maintenance Facility, 3727 Ridge Road Cleveland, OH 44144
- E.5 **Service Appointment Punctuality:** It is imperative that the contractor arrive on time for any scheduled service appointments. Refuse drivers who move vehicles during the truck washing appointments, are generally working at over-time rates. Contractor must notify the proper contact for the Division of Waste Collection facility where service is scheduled to be performed at least four hours prior to the time service is expected to begin, and no later than 10:00 AM. Therefore, if the contractor arrives late, or does not show up for the scheduled service appointment, the following penalties will apply:
- E.5.1 Contractor arrives after 4:00 PM, and no later than 4:30 PM, no penalty.
- E.5.2 Contractor arrives after 4:30 PM, and no later than 5:00 PM, service will be performed and the contractor will be charged \$200.00. This will be short-paid from the invoice issued for service on that specific service date.
- E.5.3 Contractor arrives after 5:00 PM, service will not be performed and the contractor will be charged \$200.00. This will be short-paid from the invoice issued for service on that specific service date.
- E.5.4 If the contractor is late and/or cannot perform the services on the scheduled date, the contractor must contact the designated personnel at the Division of Waste Collection, before another appointment can be scheduled. The Division of Waste Collection contact will be determined after award.
- E.6 **Invoicing:** Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal.

F **Notes:**

F.1 **Insurance Requirements and Workers Compensation:** Successful Bidder is required to provide the following before final execution of the contract.

F.1.1 **Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such Public Liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the city as named insured. The Contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability

Each Person . . . . . \$ 1,000,000.00

Each Accident . . . . . \$ 10,000,000.00

Property Damage Liability

Each Person . . . . . \$ 1,000,000.00

Each Accident . . . . . \$ 10,000,000.00

Such insurance shall remain in full force and effect during the life of the contract. Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein above described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the city and such loss or damages is caused by an act of the city or its employee which constitutes gross negligence or wanton misconduct.

F.1.2 **Workers Compensation:** The successful contractor obtain and maintain during the life of this contract, adequate worker's compensation insurance for all his employees employed at the site of the project. The successful contractor shall furnish one (1) copy of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.