CITY OF CAPE CORAL

INVITATION TO BID

STREET SWEEPING SERVICES

ITB #PW11-XX/XX
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The City of Cape Coral, Florida will receive Bids for furnishing this city with STREET SWEEPING SERVICES in accordance with the specifications on file. Detailed specifications and instructions for submittal may be obtained in person from the City of Cape Coral, Procurement Division, 1015 Cultural Park Blvd., Second Floor, Cape Coral, FL 33990; by telephone (239) 574-0831; by mail request P.O. Box 150027 Cape Coral, FL 33915; or online at www.demandstar.com.

Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd., Cape Coral, Florida 33990.

BID OPENING TIME: at 2:00 P.M.

NON-MANDATORY PRE-BID CONFERENCE: None

BIDS MUST BE DATE STAMPED AT THE OFFICE OF THE PROCUREMENT DIVISION NO LATER THAN THIRTY (30) MINUTES PRIOR TO THE SCHEDULED BID OPENING. IT IS THE BIDDER’S RESPONSIBILITY TO ENSURE THEIR BID IS DATE STAMPED IN THE PROCUREMENT OFFICE. BIDS PRESENTED AFTER THAT TIME WILL BE REFUSED.

All bids are to be submitted and addressed ONLY to PROCUREMENT DIVISION, ATTN: PROCUREMENT MANAGER. BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

MAILING ADDRESS: PHYSICAL ADDRESS:
City of Cape Coral PROCUREMENT DIVISION
Procurement Division Cape Coral City Hall
PO Box 150027 1015 Cultural Park Blvd.
Cape Coral FL 33915-002 Cape Coral FL 33990

ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID

The City reserves the right to reject any or all bids in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

By Order of the City Manager

Rebecca van Deutekom, City Clerk

City of Cape Coral Procurement Division, PO Box 150027, Cape Coral FL 33915-0027

(239) 574-0831
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

   to __________________________________________________________
   (Print name of the public entity)

   by __________________________________________________________
   (Print individual’s name and title)

   for _________________________________________________________
   (Print name of entity submitting sworn statement)

   whose business address is ______________________________________

   (If applicable) its Federal Employer Identification Number (FEIN) is __________________

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on an attached sheet (required as per IRS Form W-9). (Social Security Number required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefit processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime, or:

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (INDICATE WHICH STATEMENT BELOW APPLIES.)

______ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF ________________________
COUNTY OF ________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ______________
(NAME OF INDIVIDUAL SIGNING)
who, after first being sworn by me, affixed his/her signature in the space provided above on this_______ day of ____________________, 2010.

(Notary Public)
### FORM 3A - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

**WHO MUST FILE THIS STATEMENT**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, if and when applicable to a public officer or employee.

**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS** (Required by 112.313(12)(b), Fl. Stat. (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: Name Position

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include:
   
   b. The realty, goods and/or services will be supplied for the following period of time:

   c. Will the contract be subject to renewal without further competitive bidding? Yes _ No if so, how often?

6. Additional comments:

7. Signature Date Signed Date Filed

**FILING INSTRUCTIONS**

If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00
CITY OF CAPE CORAL

DRUG FREE WORKPLACE CERTIFICATION

In order for the City of Cape Coral to continue as a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

__________________________
Company Name (please print)

__________________________
Authorized Signature

__________________________
Date
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

**Insurance:** The following insurance will be required by the CITY OF CAPE CORAL.

**Workers' Compensation:** Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $1,000,000 each accident.

**Comprehensive General Liability:** Shall have minimum limits of $1,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

**Business Auto Policy:** Shall have minimum limits of $1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

**Certificate of Insurance:** The City of Cape Coral is to be specifically included as an additional insured. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

**Statement of Offeror:**

We understand the requirements requested and agree to fully comply.

__________________________________________
BUSINESS NAME

__________________________________________
AUTHORIZED SIGNATURE

__________________________________________
NAME AND TITLE (PRINTED OR TYPED)

__________________________________________
DATE
Bid Preparation Checklist

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their response. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

_____ Read the entire Invitation to Bid document.

_____ Signed Official Bid Proposal Form
   This bid contains three (3) pages for the Official Bid Proposal. All of these pages MUST be returned and the form signed where indicated. Failure to return ALL pages of the bid proposal may result in rejection of your bid. Failure to sign your bid proposal may result in rejection of your bid.

_____ Completed and signed Sworn Statement on Public Entity Crimes

_____ Form 3A Interest in Competitive Bid
   If this form does not apply, mark Form 3A as "N/A."

_____ Drug Free Workplace Certification

_____ Acknowledgement of Insurance Requirements

_____ Copy of Bidder's Licenses applicable for work

_____ Contacts Page

_____ Bidder's equipment list on company letterhead

_____ Original bid document completed by bidder and four (4) copies of that bid

The outer packaging shall clearly state Invitation to Bid Title, Invitation to Bid Number, Solicitation Opening Date and Time!

The documents mentioned on this page must be provided. Failure to provide or properly execute these items/documents may result in your bid being considered non-responsive and, if so, will be rejected and not considered for award by City Council.
1.0 GENERAL CONDITIONS

1.1 INVITATION TO BID
1.1.1 NOTICE IS HEREBY GIVEN that the City of Cape Coral, Florida is advertising for sealed bids. The Invitation to Bid, Official Bid Form, Bidder Information, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this bid and by reference are made a part thereof.

1.1.2 In the event of any conflict between this Invitation to Bid and City of Cape Coral Ordinance, the provisions of the Ordinance shall prevail.

1.1.3. Bids not submitted on the attached Official Bid Proposal Form shall be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection

1.1.4 Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to all prospective bidders by written addendum. Only written addenda shall be considered official responses. It shall be the responsibility of each Firm, prior to submitting the proposal, to contact the Procurement Division to determine if addenda were issued and to make such addenda a part of the proposal.

Failure to acknowledge receipt of addendum may result in proposal rejection. NO ADDENDA WILL BE ISSUED WITHIN FIVE (5) BUSINESS DAYS PRIOR TO THE SUBMISSION DEADLINE, UNLESS AN ADDENDUM HAS BEEN ISSUED EXTENDING THE DEADLINE.

1.2 QUALIFICATIONS OF BIDDERS
1.2.1 Bids will be considered only from firms normally engaged in the sale and distribution of the items specified herein. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Cape Coral.

1.2.2 The City reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions.

1.2.3 The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation, indicates inability of the bidder to perform.

1.3 MODIFICATION AND/OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING
Mistakes discovered before the Bids are opened may be modified or withdrawn by sealed written notice of the modification or withdrawal received in the office designated in the Invitation for Bids prior to the time set for the Bid opening.

1.4 TAX EXEMPTION
The City of Cape Coral, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. The awarded vendor will be provided a copy of the City of Cape Coral's Certificate of Exemption (85-8012589883C-5) upon request.

1.5 DEVIATIONS FROM SPECIFICATIONS
Bidder shall clearly indicate on the Official Bid Proposal as applicable all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.
1.6 SUBMISSION OF BIDS
1.6.1 The Official Bid Proposal Form MUST be signed and returned with Bid.
1.6.2 The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed.
1.6.3 Bids shall be submitted to the Procurement Division and date stamped no later than thirty (30) minutes prior to the scheduled bid opening as indicated on the attached legal notice or as changed by addendum. Failure to be on time will result in refusal of bid. The time indicated on the date stamp machine in the Procurement Division is considered the official time. It is the bidder’s responsibility to ensure their bid is date stamped in the Procurement Office.
1.6.4 Complete the enclosed Bid Preparation Checklist.

1.7 OPENING OF BIDS
Bids will be opened at the time and date indicated on the legal notice. Bids are to be submitted in accordance with the instructions provided herein.

1.8 WITHDRAWAL OF BIDS AFTER BID OPENING
After bids are opened, corrections or modifications to bids are not permitted, but a bidder may be permitted to withdraw an erroneous bid, prior to the bid award by City Council, if the following is established:
1.8.1 That the bidder acted in good faith in submitting the bid;
1.8.2 That in preparing the bid there was an error of such magnitude that enforcement of the bid would work severe hardship upon the bidder;
1.8.3 That the error was not the result of gross negligence or willful inattention on the part of the bidder;
1.8.4 That the error was discovered and communicated to the City within twenty four (24) hours of bid opening, along with a request for permission to withdraw the bid; and
1.8.5 The bidder submits documentation and an explanation of how the bidding error was made.

1.9 BID PROTEST PROCEDURE
Refer to insert page for specific information.

1.10 BIDS TO REMAIN EFFECTIVE
Bids shall be effective for ninety (90) days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid.

1.11 PUBLIC ENTITY CRIMES
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.12 VENDOR REGISTRATION
In accordance with Article VII Division 1 Section 2-145 of the City of Cape Coral Ordinance prior to award, a vendor must complete the vendor registration process. Application forms may be obtained by contacting the Procurement Division at (239) 574-0831 or on the City of Cape Coral website at www.capecoral.net. Once in the website, click on “Quick Links” then “Request for Bids.” This will take you to the “Procurement Documents Online” Page from where you may access the Vendor Registration Page and print out the Vendor Registration Form.
1.13 **LICENSES AND REGULATIONS**
The awarded bidder shall comply with all Federal, State, and Local laws, rules and regulations. Licenses necessary for the performance of this work shall be secured and paid for by the awarded Contractor(s) prior to execution of the contract or purchase order. If the bidder has a permanent business location with the City of Cape Coral (including branch offices and storage or warehouse facilities), then a City occupation license is required. It is required that each bidder submit with their bid copies of their occupational licenses. If the bidder does not hold a current license with the City of Cape Coral, the bidder is required to register with the City Clerk’s Office upon contract award. Failure to provide evidence of any required occupational license may be cause for rejection of bid.

1.14 ** LOBBYING  
1.14.1 All firms and their agents who intend to, or have, submitted bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.

1.14.2 Contact should only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division, which are for the purposes of obtaining additional or clarifying information.

1.14.3 Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in the immediate disqualification from further consideration in this project.

1.15 **UNAUTHORIZED ALIENS**
The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

END OF SECTION
2.0 SPECIAL CONDITIONS

2.1 INSURANCE

2.1.1 Bidders must sign and complete the enclosed Acknowledgement of Insurance Requirements Form and submit with the bid.

2.1.2 Without limiting its liability under this Invitation to Bid, the awarded bidder(s) shall procure and continuously maintain, without interruption, at its own expense, insurance (limits and specifications) specified on the enclosed Acknowledgement of Insurance Requirements Form.

2.1.3 The City of Cape Coral and its members, officers and employees shall be named as additional insured on the General Liability coverage, as it pertains to acts of the awarded bidder in its performance of this Contract. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the awarded bidder.

2.1.4 Neither approval nor failure to disapprove the insurance furnished by awarded bidder to the City shall relieve the awarded bidder of the awarded bidder's full responsibility to provide insurance as required by this Contract. The awarded bidder shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the awarded bidder. The certificate of insurance shall contain the provision that the City be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the awarded bidder shall be responsible for submitting new or renewed certificates of insurance to the City at a minimum of fifteen (15) calendar days in advance of such expiration.

2.1.5 Unless otherwise notified, the certificate of insurance shall be delivered to:

City of Cape Coral
Procurement Division
PO Box 150027
Cape Coral, FL 33915-0027

The name and address of the City of Cape Coral, as shown directly above, must be the Certificate Holder on the certificate of insurance.

2.1.6 The awarded bidder may be in default of the award for failure to maintain the insurance as required by this bid.

2.2 INDEMNIFICATION

To the extent permitted by law (F.S. 768.28), the awarded bidder shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the awarded bidder and any persons employed or utilized by the awarded bidder in the performance of the resulting contract.

2.3 ESTIMATED QUANTITIES

The quantities specified herein are estimates only and no guarantees are expressed nor implied.

2.4 BID PRICE

Bid price shall include any transportation charges, unloading charges or any other charges incurred in performance of the specified work.
2.5 **EMERGENCIES**
In the event of an emergency situation or natural disaster, chemicals shall be supplied to the City, at the contract prices, within twenty-four (24) hours of request.

2.6 **COOPERATIVE PURCHASING**
The City of Cape Coral participates in cooperative purchasing agreements; it is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request constitutes a bid made under the same conditions, for the same contract price, to other governmental entities in Florida.

Each government agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this bid.

2.7 **BID SECURITY**
Not required.

2.8 **METHOD OF ORDERING**
It is anticipated that the City will utilize blanket purchase orders. Orders will be placed on an as needed basis.

2.9 **INSPECTION**
See Section 3.0 – Specifications.

2.10 **INVOICES**
Invoices must include PO number, quantity of locations completed, description, unit and extended prices.

2.11 **PAYMENTS**
City shall pay correct invoices within thirty (30) days of receipt of invoice.

2.12 **OTHER CONTRACTS**
The City of Cape Coral reserves the right to purchase off of State Contract or any other available contract if deemed to be in the best interest of the City.

2.13 **SUMMARY REPORTS**
Awarded bidder(s) shall be responsible for furnishing summary reports to the Procurement Division upon request. These reports shall be for time period specified and contain quantity and dollars spent for each item purchased.

2.14 **RECORD KEEPING**
The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years, and ten (10) years on capital projects, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

2.15 **QUESTIONS**
Any questions concerning this Invitation to Bid must be submitted prior to the deadline for submitting bids and shall be addressed in writing to __________, P.O. Box 150027, Cape Coral, FL 33915-0027; by e-mail to ____________ by fax to 239.574.0837. Questions regarding the technical specifications may be forwarded to the requesting department by the Procurement Division.
2.16 **EVALUATION & AWARD**

Evaluation of the bids will be based on cost, conformance to the specifications, and the ability of the vendor(s) to adequately meet the City's needs.

The City intends to award to the lowest responsive responsible bidder.

In determining the lowest responsive responsible bidder, in addition to price, the following shall be considered:

2.16.1 The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract.
2.16.2 The bidder's ability to perform the contract within the time specified
2.16.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder.
2.16.4 The quality of performance of the bidder on previous City contracts.
2.16.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
2.16.6 The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
2.16.7 The ability of the bidder to provide future maintenance, service or warranty work.

The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City.

END OF SECTION
3.0 SPECIFICATIONS

3.01 INTENT
The intent of this solicitation is to establish a contract to provide personnel, materials, and equipment to perform street sweeping services for Cape Coral, as indicated in the specifications below. Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified. This service shall be authorized by Purchase Order only.

3.02 TERM
This term of the bid award shall be five (5) years from start date indicated on the Notice to Proceed issued by the City of Cape Coral Procurement Division, plus one five-year automatic renewal period.

3.03 SERVICE REQUIRED

3.03.01 The Contractor shall provide a yard for parking, maintenance and storage of all equipment at no expense to the City.

3.03.02 The Contractor shall provide street sweeping services as follows: on designated streets, alleys, bike paths, parking lots, and special event locations as indicated by street listings which are a part of these specifications. Sweeping services shall be performed as indicated. Contractor shall use common sense and only sweep curbs and lanes as needed, as directed by the City.

3.03.03 Additional Services
Additional services including emergency call-outs or assignments requested by the City shall be performed by the contractor.

3.03.04 Changes in Services
During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The said increase or decrease shall be by written change order to the contract. The unit price for change order sweeping shall be the contract unit price. If the City's National Pollutant Discharge Elimination System Permit becomes modified during the term of this agreement, the city reserves the right to negotiate new terms with the contractor or terminate services and issue a new scope of work for bid.

3.04 DISPOSAL:
The Contractor shall transport and dispose of all sweepings in accordance with all City, County, State, and Federal requirements. Sweepings are not to be off loaded at temporary storage sites. The City shall be notified which disposal site(s) are used. The Contractor shall be solely responsible for any fees involved in disposal.

3.05 HOURS OF OPERATION:

3.05.01 Standard nightly operating hours for sweeping under this agreement shall be Sunday evening through Friday Morning between the hours of 10:30pm to 7:00am for parking lots, alleyways, and high traffic curbed roadways and intersections.

3.05.02 Standard daily operating hours for sweeping under this agreement shall be Monday morning through Friday afternoon between the hours of 7:00am to 3:30pm for bike lanes, curbed roadways and intersections.
3.05.03 City events that may fall outside of standard operating hours include those indicated on the attachment titled special events.

3.06 HOLIDAYS
The following is a list of holidays on which standard operating hours contract service will not be performed:
- New Year’s Eve
- New Year’s Day
- Martin Luther King Day
- President’s Day
- Memorial Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day Immediately after Thanksgiving Day
- Christmas Eve
- Christmas Day

When a holiday named herein falls on Saturday or Sunday special scheduling adjustments may be required. During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved by the City of Cape Coral. Holiday sweeping schedules must be submitted to the City of Cape Coral representative ten (10) days prior to a holiday. Holiday make up sweeping may not be required.

3.07 WEATHER CONDITIONS
The City Stormwater Division Manager or his/her designee in the Public Works department reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The City reserves the right to direct schedule changes, made necessary due to inclement weather. In the event of a rain day, the Contractor Field Supervisor shall obtain approval from the City representative for the days sweeping.

3.08 CONTRACT COMPLAINTS AND DEFICIENCIES

3.08.01 Complaints Received by the City:
The City will notify the Contractor by telephone and/or in writing of each contract complaint reported. Daily complaint and deficiency reports, prepared by the City will be submitted to the Contractor by 2:00 p.m. on the next City workday. Inspection reports of unsatisfactory performance will include description of the deficiency, location, and the center line miles (or fractions thereof), to be deducted from the day’s performance.

3.08.02 Complaints Received by Contractor
The Contractor shall submit to the City all complaints, which are received on a daily basis. The complaint form will include the same data as does the City form.

3.09 CONTRACTOR’S EMPLOYEES:

3.09.01 Identification
Contractor’s employees shall be required to wear a clean uniform bearing Contractor’s name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

3.09.02 Drivers License
Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Drivers License issued by the State of Florida.

3.09.03 Conduct
Contractor's employees, officers and subcontractors shall not identify themselves as being employees of the City of Cape Coral. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Cape Coral and shall be courteous to the public. If required, the City retains the right to require a particular operator be removed from working on this contract.

3.10 CONTRACTOR'S EQUIPMENT

3.10.01 Sweeping Equipment - Type, Quantity and Condition
The Contractor shall provide and maintain during the entire period of the contract, a fleet of not less than two (2) pure vacuum street sweepers. Mechanical and regenerative air street sweepers are not to be used. All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The City of Cape Coral reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The City of Cape Coral representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this contract. The Contractor shall furnish the City of Cape Coral with a list identifying all equipment to be used in fulfilling this agreement and notify the City of Cape Coral of any additions or deletions. The list shall be submitted on the Contractor's Information Report form. The Contractor shall utilize a sweeper fleet of models of latest design and construction and shall not be prototype models, upon implementation of this contract. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the City.

3.10.02 Equipment Identification
All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. Also, the words "Under Contract to the City of Cape Coral" must be on all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

3.10.03 Equipment Safety Requirements
All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition arrow board (30" x 60") must be on all sweepers and be fully operational.

3.10.04 Automatic Vehicle Location (AVL):
Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities. The AVL system shall be accessible via the internet on a secure website available to authorized City of Cape Coral staff, with a login and password. The AVL system shall include and initiate broadcasting data when vacuum/brooms are activated and/or lowered to begin sweeping. Data shall be submitted at a minimum, to include but not be limited to, 30 second intervals to the secured website for monitoring. In order for City of Cape Coral to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

SPEED: The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile
per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

TRACKING: The accuracy of the street sweeper’s location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down & working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper’s location be displayed on street map window with user controlled sizing and placement.

MANAGEMENT REPORTS: As a minimum, daily management reports on all the street sweepers shall be provided by the AVL to include routes cleaned, the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 6 miles per hour, while performing the cleaning operation.

RELIABILITY: The AVL monitoring system shall maintain a 95% uptime performance level.

COVERAGE: The AVL – monitoring system coverage area shall include all boundaries of the City of Cape Coral.

3.10.05 FREQUENCY
All monitored functions shall be available upon the request of the City of Cape Coral as requested.

3.11 STANDARD OF PERFORMANCE

3.11.01 Level of Cleanliness
Contractor shall remove all debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large rocks, etc shall be physically picked up and place in the hopper by the operator or other personnel. Contractor shall clean all sidewalks and driveways as needed or as requested by the City of Cape Coral inspector or authorized representative due to spilling, scattering or dropping of debris / refuse during sweeping activity.

3.12 AREAS TO BE CLEANED:
Arterial, Collector, Industrial, Residential and Commercial Streets
The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

Bike Paths

Alleyways

3.13 SWEEPING PRACTICES
At all times the Contractor shall use good sweeping practices and will be responsible to make adjustments to the schedule from inclement weather, equipment, as when directed by the work City of Cape Coral inspector. The Contractor must exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

- Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.
- Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.
3.14 ROUTING AND SWEEPER AVAILABILITY
The Contractor shall provide the City with route maps and a three (3) months sweeping schedule every two (2) months for all sweeping routes. The Contractor shall keep such information current at all times. Sequence of sweeping shall be provided to the City no later than ten (10) days prior to the initiation of sweeping operations or changes in operation. The City reserves the right to request routing changes at any time. Contractor shall use and provide the City a weekly spreadsheet to assist in managing the contract sweep schedule. In event of change order, revised route schedules and maps (route), shall be submitted at least ten (10) days prior to proposed implementation of effective date of change order.

The total number of sweepers required (less standby units) shall be available for work four (4) days per week during normal work hours. Each sweeper shall have its own operator and scheduled route each day. The Field Supervisor will be required to report any and all sweeper breakdown and repairs to the City of Cape Coral designee or his/her assigned representative immediately. This information shall also be reported on the daily written report. Contractor or Field Supervisor shall make comments into the remark section of the sweep schedule as to the reason a sweep was not on schedule. The City considers that it is paying for immediate availability of each sweeper and its operator, between the hours of operation and upon completion of routes, on any day a full route is scheduled, unless the City approves suspension of work due to inclement weather.

3.15 CONSTRUCTION RELATED PROBLEMS AND STORM DEBRIS
Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 500 feet of the construction site. However, the Contractor will be responsible for making four (4) separate passes in front of each site at a speed below the contract limit, regardless of the condition. The Contractor is required to report construction areas daily by using foreman's report to state construction sites. The Contractor will be required to totally clean all debris carried by traffic to areas beyond 1,000 feet from responsibility. Storm clean up and sweeping must be completed as soon as possible. Night sweeping will be permitted for normal storm clean up, at no additional cost to City of Cape Coral.

3.16 HANDLING OF DEFICIENCIES
Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure to correct the deficiency with 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street. Payment for deficiencies will be withheld by the City.

3.16 MEASUREMENT FOR PAYMENT
Regular Service
This service will be measured for payment by the total number of curb miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross or areas overlap.

Additional Service
Emergency call outs will be measured by the actual hours spent sweeping. The hours will be calculated to the nearest one-quarter hour (15 minutes). Special event sweeping shall be paid for by actual hours of sweeping. Response time for all emergency call outs shall be no longer than one half (1/2) hour after initial contact.
3.17 PAYMENT FOR SERVICE

Regular Service
The Contractor must invoice the City of Cape Coral on a weekly basis for the amount of service actually performed. The Contractor invoices shall state the area swept by unit as shown on Exhibit A (Pricing) and the number of curb line miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather, a separate sheet listing streets not completed shall be submitted. Length of each street or unit not completed must be shown. Contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work. Invoices must be received by City of Cape Coral representative no later than each Wednesday, 11:00 a.m. for the previous weeks sweeping.

Additional Service
The Contractor must invoice the City of Cape Coral on a weekly basis for all additional service. The invoice must state the type service (emergency, parking lots, etc.), and the person who requested the service. Upon request the Contractor shall submit, along with the weekly payment requests, payroll records of each and every employee who worked in the field on activities associated with execution of this contract. Information submitted shall include name, title, rate of pay, total weekly pay, hours worked each day, and indication of total number of hours worked during the week by each person on each distinct activity, whether or not related to this contract.

3.18 DELIVERY
It shall be the Contractor's responsibility to meet the City of Cape Coral's delivery requirements, as specified herein. City of Cape Coral reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.19 TERMINATION
The agreement resulting from this bid may be terminated by the City of Cape Coral its convenience upon thirty (30) calendar days’ prior written notice to the Contractor.
DATE: ______________________

The undersigned certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements. In submitting a bid to the City of Cape Coral, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Cape Coral all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Cape Coral. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum #_________  Addendum #_________  Addendum #_________  

Prices quoted shall be effective for ninety (90) days from bid opening date, and if accepted by the City, for the period specified herein.

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<th>Cost per Unit</th>
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<tr>
<td>Street Sweeping Regular Service</td>
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</tr>
<tr>
<td>Street Sweeping Additional Service</td>
<td>$___________</td>
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<tr>
<td>Street Sweeping for Special Events</td>
<td>$___________</td>
</tr>
</tbody>
</table>

Bidder __________________________________________________________

Federal Employer Identification Number or Social Security Number
(Social Security Number required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefit processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.)

Address________________________________________________________________________

Name (printed)_________________________________________ Title___________________________

Signature_________________________________________ Fax #_____________________________

Telephone # ___________________________ E-mail address: ________________________________
VENDOR INFORMATION

1. Is the address above the bidder’s principal place of business? YES____ NO____

2. If no, in the space below, provide the address of the bidder’s principal place of business.

   ________________________________________________________________

   ________________________________________________________________

3. Is the bidder a minority-owned or woman-owned business? YES____ NO____
   (Minority-owned is defined as African American, Hispanic, Native American, Asian or Pacific Islander)

4. If yes, provide the Minority-Owned Certification Number in the space below.

   State Minority-Owned Certification Number: __________________________

   County Minority-Owned Certification Number: __________________________

5. If yes, what percentage of the business is minority-owned? _________ %

REMARKS BY BIDDER

If there are any deviations, they MUST be listed below, otherwise none will be allowed. If additional space is required, attach another sheet to this Bid Proposal. If nothing is listed below, it will be interpreted as meaning NO DEVIATIONS.

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

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   ________________________________________________________________

BIDDER: __________________________

Page 23 of 26
REFERENCES

Provide a list of three references preferably government entities for whom your company has provided similar services.

<table>
<thead>
<tr>
<th>GOVERNMENT ENTITY OR COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>SERVICES PROVIDED FOR THIS REFERENCE AND DATES PROVIDED</th>
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</table>

BIDDER: _________________________
CONTACTS PAGE

ORDERS (during business hours)

Name__________________________________________

Phone__________________________________________

Fax:___________________________________________

ORDERS (after business hours)

Name__________________________________________

Phone__________________________________________

Fax:___________________________________________

ACCOUNT MANAGER OR SALES REP.

Name__________________________________________

Phone__________________________________________

Cell:___________________________________________

Fax:___________________________________________

BIDDER:________________________________________
PROTEST PROCEDURES

1. **Right to Protest.** Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City Council.

2. **Time Limits and Form of Protest.** A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing to the Procurement Division Manager prior to the opening of bids or the closing date of proposals. A protest of a bid shall be filed with the City Procurement Division Manager within five (5) business days (excluding Saturdays, Sundays, and Legal Holidays) after the date of mailing of the notice of intent to award the contract. A protest of a request for proposals shall be filed with the Purchasing Manager within seventy-two (72) hours of the date of mailing of notice of ranking from the Selection Advisory Committee. Only those persons or firms who have been interviewed and ranked shall be permitted to file a protest.

A formal written protest shall be filed within ten (10) days after the filing of the initial written notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time limits prescribed herein shall constitute a waiver of the right to protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cape Coral, in an amount equal to five percent of the total bid or estimated contract amount, or five thousand dollars ($5,000.00), whichever is less. Said bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protestor. An Irrevocable Letter of Credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed.

3. **Hearing.** If the subject of a protest is not resolved by mutual agreement within seven (7) days after receipt of a formal written protest, the matter may, at the option of the City Council, be referred to a hearing officer who shall conduct a hearing within 15 days of receipt of the formal written protest. The hearing officer shall render a recommended order within 30 days after the hearing. The recommended order shall be scheduled on the next Council agenda for final action. If Council so elects, the protest may be heard directly by the City Council.

4. **Stay of Action.** Upon receipt of a formal written protest which has been timely filed, the City shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by formal City Council action, unless the City manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

5. **Decision; Entitlement to Costs.** If a protest is sustained and it is determined that the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to recover from the City the reasonable costs incurred in connection with preparing its bid, but shall not be entitled to recover lost profits or attorneys fees. If a protest is denied, the bidder or offeror shall have ten (10) days to file for a writ of certiorari in Circuit Court in Lee County, Florida.
# Special Events

<table>
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<tr>
<th>Date</th>
<th>Event Name</th>
<th>Time of Event</th>
<th>Sweepers</th>
<th>Miles</th>
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<tbody>
<tr>
<td>July 4th</td>
<td>Red, White &amp; Boom</td>
<td>Evening</td>
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<tr>
<td>December</td>
<td>Festival of Lights</td>
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<td>Quarterly</td>
<td>Bike Nites</td>
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<td>Tour de Cape</td>
<td>4 hr.</td>
<td>1-2</td>
<td>100</td>
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</table>
Jim H. Martin

From: Chris Haase [chaase@epofc.com]
Sent: Friday, December 03, 2010 10:33 AM
To: Jim H. Martin
Cc: Brian Steinbach
Subject: Sweeper Rental

Importance: High

Jim,

Here is the information that you have requested. When Brian gets back to the shop I will have him pass along the mileage before the units went out.

Hours on the sweeper engine registered on unit MV1010D are 4,610 hours with a mileage of ___________(TBD by Brian)
Hours registered on unit MV0305D are 3,887 hours with a mileage of ___________(TBD by Brian)

In summation, the rental period started June 1st, 2010 and is expected to terminate January 2011. Of the two units, MV1010D was delivered in the original batch and MV0305D was substituted for another unit that was sold. MV0305D had a later start date which will change your data. The start date for MV0305D was July 19, 2010 or 6 weeks after the contract began. If you have any further questions please feel free to contact me.

Brian,

Please pass along the mileage before the units left our shop for MV1010D and MV0305D.

Thanks,

Chris Haase, Gulf Coast Territory Manager
Environmental Products of FL
Cell 813.267.2968
eFax 813.200.1997
www.Vactor.com
www.Elginsweeper.com
www.Envirosight.com
www.KEGTechnologies.net

CHECK THIS OUT------>>> http://www.cleanfloridatribune.com/
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</table>
Jim,
Attached please find an excel workbook with the requested lane mile and cubic yard costs associated with the street sweeping and canal dredging programs. Please let me know if you have any questions.
Thanks,
Mike
## Public Works - Stormwater

### Dredging Program

<table>
<thead>
<tr>
<th>Months</th>
<th>CUBIC YARDS</th>
<th>Program Cost</th>
<th>CY Cost</th>
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</thead>
<tbody>
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<td>12,500</td>
<td>11,371</td>
<td>91%</td>
</tr>
<tr>
<td>NOV</td>
<td>15,625</td>
<td>17,026</td>
<td>109%</td>
</tr>
<tr>
<td>DEC</td>
<td>12,500</td>
<td>10,846</td>
<td>87%</td>
</tr>
<tr>
<td>JAN</td>
<td>15,625</td>
<td>15,880</td>
<td>102%</td>
</tr>
<tr>
<td>FEB</td>
<td>15,625</td>
<td>9,129</td>
<td>58%</td>
</tr>
<tr>
<td>MAR</td>
<td>12,500</td>
<td>12,306</td>
<td>98%</td>
</tr>
<tr>
<td>APR</td>
<td>12,500</td>
<td>7,226</td>
<td>58%</td>
</tr>
<tr>
<td>MAY</td>
<td>12,500</td>
<td>16,160</td>
<td>129%</td>
</tr>
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<td>JUN</td>
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<td>7,798</td>
<td>83%</td>
</tr>
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<td>JUL</td>
<td>12,500</td>
<td>6,423</td>
<td>51%</td>
</tr>
<tr>
<td>AUG</td>
<td>3,125</td>
<td>2,394</td>
<td>77%</td>
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<tr>
<td>SEP</td>
<td>9,375</td>
<td>7,881</td>
<td>84%</td>
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<tr>
<td><strong>Total CY</strong></td>
<td><strong>143,750</strong></td>
<td><strong>124,440</strong></td>
<td>87%</td>
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</tbody>
</table>

Note: Program costs are for Dredging payroll, operating expenses, capital expenses and transfers out.

### Street Sweeping Program - 2 Sweepers

**Lane Miles**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Lane Miles</th>
<th>Curb &amp; Gutter</th>
<th>Parking Lots Lane Miles</th>
<th>Intersections Lane Miles</th>
<th>Bike Paths Lane Miles</th>
<th>Miles of Alleys</th>
<th>Total Lane Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>1887</td>
<td>3316</td>
<td>136</td>
<td>3749</td>
<td>157</td>
<td>9245</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>3097</td>
<td>1341</td>
<td>348</td>
<td>2905</td>
<td>61</td>
<td>7752</td>
<td></td>
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</table>

**Costs**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Total Lane Miles</th>
<th>Costs - Labor, Parts, Service, &amp; Debt Service</th>
<th>Cost per Lane Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>9245</td>
<td>$448,498</td>
<td>$48.51</td>
</tr>
<tr>
<td>09</td>
<td>7752</td>
<td>$316,288</td>
<td>$40.80</td>
</tr>
</tbody>
</table>

Average $44.66

1 - 9 month operation only

We also sweep Lee County Roads located in Cape Coral through an Interlocal Agreement.
<table>
<thead>
<tr>
<th>Uniforms</th>
<th>Tools</th>
<th>Janitorial Supplies</th>
<th>Safety Equipment</th>
<th>Other Operating Mat &amp; Supplies</th>
<th>Books Pubs Subscript &amp; Membshp</th>
<th>Training &amp; Seminars</th>
<th>Discounts Taken/Lost</th>
<th>Principal Expense - Debt</th>
<th>Debt Interest Expense</th>
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<td>350</td>
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<td>300</td>
<td>76</td>
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<tr>
<td>400</td>
<td>100</td>
<td>50</td>
<td>596</td>
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<td>380</td>
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<td>0</td>
</tr>
<tr>
<td>400</td>
<td>100</td>
<td>50</td>
<td>596</td>
<td>2,300</td>
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<td>380</td>
<td>0</td>
<td>0</td>
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<tr>
<td>400</td>
<td>100</td>
<td>50</td>
<td>596</td>
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<td>50</td>
<td>380</td>
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**Actual Expenditures**

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<th>FY 2010</th>
<th>Amended</th>
<th>FY 2011 Actuals</th>
<th>FY 2011 Adopted</th>
<th>FY 2011 Amended</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>316,288</td>
<td>518,467</td>
<td>467,097</td>
<td>384,582</td>
<td>468,356</td>
<td>468,356</td>
<td>22,77</td>
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</table>

**Total Sweeps**

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<th>Amended</th>
<th>FY 2011 Actuals</th>
<th>FY 2011 Adopted</th>
<th>FY 2011 Amended</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>316,288</td>
<td>518,467</td>
<td>467,097</td>
<td>384,582</td>
<td>468,356</td>
<td>468,356</td>
<td>22,77</td>
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</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Total</th>
<th>Adopted</th>
<th>FY 2010</th>
<th>Amended</th>
<th>FY 2011 Actuals</th>
<th>FY 2011 Adopted</th>
<th>FY 2011 Amended</th>
</tr>
</thead>
<tbody>
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<tr>
<td>316,288</td>
<td>518,467</td>
<td>467,097</td>
<td>384,582</td>
<td>468,356</td>
<td>468,356</td>
<td>22,77</td>
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Debt Interest Expense

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<th>Amended</th>
<th>FY 2011 Actuals</th>
<th>FY 2011 Adopted</th>
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</thead>
<tbody>
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<td>FY 2010 Adopted Budget</td>
<td>FY 2010 Amended Budget</td>
<td>FY 2010 Actuals</td>
<td>FY 2011 Adopted Budget</td>
<td>FY 2011 Amended Budget</td>
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<td>------------------------</td>
<td>----------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Total</td>
<td>316,288</td>
<td>518,467</td>
<td>467,097</td>
<td>384,582</td>
<td>468,356</td>
<td>468,356</td>
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</table>

Fiscal Years: 8.00, 9.00, 10.00
Jals through Period: 3
Ledger Types: AA, BA, B1, PA, B2, B9
Departments: No Values Selected for Filtering
Divisions: No Values Selected for Filtering
Objects between 600000 and 699999
Business Units between 440021

Base Sal employees:
EO 11 > 189, K RAW
EO 11

Arquet McCann Lopez Hajdamack
### Street Sweeping Program - 2 Sweepers

<table>
<thead>
<tr>
<th>Lane Miles</th>
<th>Fiscal Year</th>
<th>Lane Miles</th>
<th>Curb &amp; Gutter</th>
<th>Parking Lot</th>
<th>Lane Miles</th>
<th>Intersection</th>
<th>Lane Miles</th>
<th>Bike Paths</th>
<th>Lane Miles</th>
<th>Miles of Alleys</th>
<th>Total Lane Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>08</td>
<td>1887</td>
<td>3316</td>
<td>136</td>
<td>3749</td>
<td>157</td>
<td>9245</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>09</td>
<td>3097</td>
<td>1341</td>
<td>348</td>
<td>2905</td>
<td>61</td>
<td>7752</td>
<td></td>
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<th>Cost Labor Parts, Service</th>
<th>Service</th>
<th>Cost per Lane Mile</th>
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<tbody>
<tr>
<td></td>
<td>08</td>
<td>9245</td>
<td>$448,498</td>
<td>$48.51</td>
<td></td>
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<tr>
<td></td>
<td>09</td>
<td>7752</td>
<td>$316,288</td>
<td>$40.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average</td>
<td></td>
<td></td>
<td>$44.66</td>
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1 - 9 month operation only

We also sweep Lee County Roads located in Cape Coral through an Interlocal Agreement.
## Public Works - Stormwater

### Dredging Program

<table>
<thead>
<tr>
<th>Months</th>
<th>Target</th>
<th>Actual</th>
<th>%</th>
<th>FY 2009</th>
<th>CUBIC YARDS</th>
<th>Program Cost</th>
<th>CY Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT</td>
<td>12,500</td>
<td>11,371</td>
<td>91%</td>
<td></td>
<td>11,416</td>
<td>16,429</td>
<td>144%</td>
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<td>15,625</td>
<td>17,028</td>
<td>109%</td>
<td></td>
<td>11,416</td>
<td>10,320</td>
<td>90%</td>
</tr>
<tr>
<td>DEC</td>
<td>12,500</td>
<td>10,846</td>
<td>87%</td>
<td></td>
<td>11,416</td>
<td>12,687</td>
<td>111%</td>
</tr>
<tr>
<td>JAN</td>
<td>15,625</td>
<td>15,680</td>
<td>102%</td>
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<td>11,416</td>
<td>10,088</td>
<td>88%</td>
</tr>
<tr>
<td>FEB</td>
<td>15,625</td>
<td>9,129</td>
<td>58%</td>
<td></td>
<td>11,416</td>
<td>10,321</td>
<td>90%</td>
</tr>
<tr>
<td>MAR</td>
<td>12,500</td>
<td>12,300</td>
<td>98%</td>
<td></td>
<td>11,416</td>
<td>15,899</td>
<td>139%</td>
</tr>
<tr>
<td>APR</td>
<td>12,500</td>
<td>7,226</td>
<td>58%</td>
<td></td>
<td>11,416</td>
<td>19,442</td>
<td>170%</td>
</tr>
<tr>
<td>MAY</td>
<td>12,500</td>
<td>16,160</td>
<td>129%</td>
<td></td>
<td>11,416</td>
<td>12,373</td>
<td>108%</td>
</tr>
<tr>
<td>JUN</td>
<td>9,375</td>
<td>7,788</td>
<td>83%</td>
<td></td>
<td>11,416</td>
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<tr>
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<td>12,500</td>
<td>6,423</td>
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<td>11,416</td>
<td>15,619</td>
<td>137%</td>
</tr>
<tr>
<td>AUG</td>
<td>3,125</td>
<td>2,394</td>
<td>77%</td>
<td></td>
<td>11,416</td>
<td>8,261</td>
<td>72%</td>
</tr>
<tr>
<td>SEP</td>
<td>9,375</td>
<td>7,881</td>
<td>84%</td>
<td></td>
<td>11,416</td>
<td>6,191</td>
<td>54%</td>
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<tr>
<td>Total CY</td>
<td>143,750</td>
<td>124,440</td>
<td>87%</td>
<td>$ 1,313,797</td>
<td>$ 10.56</td>
<td>136,992</td>
<td>150,646</td>
</tr>
</tbody>
</table>

Note: Program costs are for Dredging payroll, operating expenses, capital expenses and transfers out.

### Street Sweeping Program - 2 Sweepers

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Lane Miles</th>
<th>Curb &amp; Gutter</th>
<th>Parking Lot</th>
<th>Lane Miles</th>
<th>Intersections</th>
<th>Lane Miles</th>
<th>Bike Paved</th>
<th>Lane Miles</th>
<th>Miles of Aligned</th>
<th>Total Lane Miles</th>
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</thead>
<tbody>
<tr>
<td>08</td>
<td>1887</td>
<td>3316</td>
<td>136</td>
<td>3749</td>
<td>157</td>
<td>9245</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>3097</td>
<td>1341</td>
<td>348</td>
<td>2905</td>
<td>61</td>
<td>7752</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Costs**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Total Lane Miles</th>
<th>Costs</th>
<th>Labor &amp; Service</th>
<th>Cost per Lane Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>9245</td>
<td>$448,498</td>
<td>$48.51</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>7752</td>
<td>$316,288</td>
<td>$40.80</td>
<td></td>
</tr>
<tr>
<td>Average</td>
<td>$44.66</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 - 9 month operation only

We also sweep Lee County Roads located in Cape Coral through an Interlocal Agreement.
## Public Works - Stormwater

### Dredging Program

<table>
<thead>
<tr>
<th>Months</th>
<th>Target</th>
<th>Actual</th>
<th>%</th>
<th>Program Cost</th>
<th>CY Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT</td>
<td>12,500</td>
<td>11,371</td>
<td>91%</td>
<td>11,416</td>
<td>16,429</td>
</tr>
<tr>
<td>NOV</td>
<td>15,625</td>
<td>17,026</td>
<td>100%</td>
<td>11,416</td>
<td>12,320</td>
</tr>
<tr>
<td>DEC</td>
<td>12,500</td>
<td>10,846</td>
<td>86%</td>
<td>11,416</td>
<td>12,687</td>
</tr>
<tr>
<td>JAN</td>
<td>15,625</td>
<td>15,880</td>
<td>102%</td>
<td>11,416</td>
<td>10,988</td>
</tr>
<tr>
<td>FEB</td>
<td>15,625</td>
<td>9,129</td>
<td>58%</td>
<td>11,416</td>
<td>10,321</td>
</tr>
<tr>
<td>MAR</td>
<td>12,500</td>
<td>12,306</td>
<td>98%</td>
<td>11,416</td>
<td>15,899</td>
</tr>
<tr>
<td>APR</td>
<td>12,500</td>
<td>7,226</td>
<td>58%</td>
<td>11,416</td>
<td>19,442</td>
</tr>
<tr>
<td>MAY</td>
<td>12,500</td>
<td>16,180</td>
<td>129%</td>
<td>11,416</td>
<td>12,373</td>
</tr>
<tr>
<td>JUN</td>
<td>9,375</td>
<td>7,798</td>
<td>83%</td>
<td>11,416</td>
<td>13,016</td>
</tr>
<tr>
<td>JUL</td>
<td>12,500</td>
<td>4,623</td>
<td>51%</td>
<td>11,416</td>
<td>15,819</td>
</tr>
<tr>
<td>AUG</td>
<td>3,125</td>
<td>2,394</td>
<td>77%</td>
<td>11,416</td>
<td>8,261</td>
</tr>
<tr>
<td>SEP</td>
<td>9,375</td>
<td>7,881</td>
<td>84%</td>
<td>11,416</td>
<td>6,191</td>
</tr>
<tr>
<td><strong>Total CY</strong></td>
<td>143,750</td>
<td>124,440</td>
<td>87%</td>
<td><strong>$1,313,797</strong></td>
<td><strong>$10,56</strong></td>
</tr>
</tbody>
</table>

Note: Program costs are for Dredging payroll, operating expenses, capital expenses and transfers out.

### Street Sweeping Program - 2 Sweepers

#### Lane Miles

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Lane Miles</th>
<th>Club &amp; Gutters</th>
<th>Parking Lots</th>
<th>Lane Miles</th>
<th>Intersections</th>
<th>Lane Miles</th>
<th>Bike Paths</th>
<th>Lane Miles</th>
<th>Miles of Alleys</th>
<th>Total Lane Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>1887</td>
<td>3316</td>
<td>136</td>
<td>3749</td>
<td>157</td>
<td>9245</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>3097</td>
<td>1341</td>
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<td>61</td>
<td>7752</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Costs

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Total Lane Miles</th>
<th>Cost-Labor Parts Service &amp; Per-Dollar Service</th>
<th>Cost per Lane Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>9245</td>
<td>$448,498</td>
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</tbody>
</table>

1 - 9 month operation only

We also sweep Lee County Roads located in Cape Coral through an Interlocal Agreement.
Jim H. Martin

From: Chris Haase [chaase@epofc.com]
Sent: Friday, December 03, 2010 10:33 AM
To: Jim H. Martin
Cc: Brian Steinbach
Subject: Sweeper Rental
Attachments: image.png
Importance: High

Jim,

Here is the information that you have requested. When Brian gets back to the shop I will have him pass along the mileage before the units went out.

Hours on the sweeper engine registered on unit MV1010D are 4,610 hours with a mileage of ____ (TBD by Brian)
Hours registered on unit MV0305D are 3,887 hours with a mileage of ____________ (TBD by Brian)

In summation, the rental period started June 1st, 2010 and is expected to terminate January 2011. Of the two units, MV1010D was delivered in the original batch and MV0305D was substituted for another unit that was sold. MV0305D had a later start date which will change your data. The start date for MV0305D was July 19, 2010 or 6 weeks after the contract began. If you have any further questions please feel free to contact me.

Brian,

Please pass along the mileage before the units left our shop for MV1010D and MV0305D.

Thanks,

Chris Haase, Gulf Coast Territory Manager
Environmental Products of FL
Cell 813.267.2968
eFax 813.200.1997
www.Vactor.com
www.Elkinsweeper.com
www.Envirosight.com
www.KEGTechnologies.net

CHECK THIS OUT>>> http://www.cleanfloridatribune.com/