

MEMORANDUM

DATE: October 28, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: James Slaton, Public/Support Services Director

SUBJECT: Service Agreement with USA Services of Florida, Inc.

SYNOPSIS: Staff is requesting Commission approval to enter into a service agreement with USA Services of Florida, Inc. for the purpose of public street sweeping.

RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Approve the (60) sixty - month service agreement with USA Services of Florida, Inc.
2. Authorize the City Manager to execute the necessary documents.
3. Classify the City's current Street Sweeper (Asset ID 4110400) as surplus.
4. Authorize staff to dispose of the surplus Street Sweeper.

BACKGROUND

Street sweeping is an important public service that improves community appearance, plays a vital role in stormwater management, and provides front-line prevention of water pollution.

The City has traditionally provided its own street sweeping service, but the escalating cost of operating and maintaining the equipment has led to a decrease in the level of service in this area. The City currently owns one street sweeper and it is in need of replacement. Street sweepers have short life cycles due to their daily use and many mechanical components. The average life cycle for a street sweeper is 5 years and the City's street sweeper has been in service for the last 8 years.

The proposal of \$52,200 submitted by USA Services, Inc. is \$12,800 less than budget appropriations for this item. The City Commission approved \$65,000 in the FY 2014/15 adopted budget (pg.135) for the privatization of public street sweeping (\$65,000 – \$52,200 = \$12,800). The initial term of the contract is for 60 months with the option of one 60-month renewal.

The Johnston street sweeper the City owns is a 2007 model and has become very unreliable. The sweeper has been down, due to maintenance issues, nearly 200 days during the last 12-month period. The sweeper was manufactured in Europe, which causes a substantial delay when ordering needed parts for maintenance. Furthermore, there is only one authorized service center within the state, Pat's Pump and Blower, in Orlando, FL. The Johnston street sweeper is included in the City's Fleet Maintenance contract with the BoCC for the fixed rate of \$13,629 annually. The City has spent another \$13,000 outside of the BoCC contract within the past 12 months on maintenance issues when the sweeper was sent to the authorized service center.

The streets do not get swept when the sweeper is down for maintenance, as the City only has one sweeper. Ideally, the City would own two sweepers to ensure the streets are swept year-round, if the service were left in house.

City staff solicited a proposal for one new Elgin street sweeper in June 2013. The State of Florida contract price to outright purchase a new Elgin street sweeper at that time was \$230,890 or \$46.929 annually to lease the sweeper for a 60-month term.

Fees, other than the maintenance costs associated with the street sweeper, include: landfill fees and fuel costs.

Under current operating conditions, i.e., when the sweeper is inoperable 50% of the time, the City spends an average of \$14,000 per year in landfill fees disposing of the sweeping debris and an average of \$6,000 per year in fuel costs to operate the sweeper.

USA Services, Inc. currently provides street sweeping services to the following municipalities near Lake Wales: Winter Haven, Lake Alfred, Haines City, Davenport, Sebring, Avon Park, the Polk County BoCC, and all FDOT roads within Polk County.

The proposal of \$35.00 per curb mile submitted by USA Services Inc. includes the sweeping of all streets within the City limits once per month, the sweeping of all streets within the downtown area identified on the attached map twice per month, the landfill fees and the fuel costs.

There are 114 curb miles of streets within the city limits that need to be swept. 90 curb miles of those streets (residential and Longleaf Business Park) will be swept once per month and 24 curb miles of those streets (downtown/commercial) will be swept twice per month.

90 mi. x \$35 x 12 p/yr. =	\$37,800
24 mi. x \$25 x 24 p/yr. =	<u>\$14,400</u>
Total	\$52,200

There will be instances when unscheduled street sweeping will be required, such as special event preparation/cleanup and emergency call-outs. Unscheduled sweepings will be billed at \$120 per hour.

The total cost associated with operating the City's current street sweeper during FY 2013/14 were \$46,629, which includes maintenance and operating costs.

The proposal submitted by USA Services, Inc. is based on a City of Cape Coral contract and staff is requesting approval to piggyback the contract. Section 2-404 of the City Code exempts the City from the competitive seal bid requirement outlined in our purchasing ordinance when piggybacking another public entity's previously competitively bid contract.

The surplus property may be sold at public auction or to the highest bidder after the solicitation of sealed bids.

OTHER OPTIONS

Keep the street sweeping in-house and purchase a new sweeper outright for approximately \$230,860.
Keep the street sweeping in-house and lease a new sweeper for approximately \$46,929 annually.

FISCAL IMPACT

\$52,200 is \$12,800 less than budget appropriations for this item.

ATTACHMENTS

Service Agreement
Piggyback Agreement
Street Map
City of Cape Coral Contract
City of Cape Coral Invitation to Bid

City of Cape Coral Bid Tabulation



America's Real Professionals

800-226-3200

Headquarters: Orlando

Offices in Cocoa, Jacksonville, Leesburg & Tampa

SERVICE AGREEMENT

PROPERTY LOCATION:

Name CITY OF LAKE WALES

Address 201 CENTRAL AVE. W.

City LAKE WALES Zip _____

Phone _____ Fax _____

Ordered by _____

BILLING INFORMATION:

Name CITY OF LAKE WALES

Address P.O. BOX 1320

City LAKE WALES Zip 33859-1320

Phone 863-678-4182 X230 Fax 863-678-4180

Ordered by JAMES SLATON

Email jslaton@cityoflakewales.com

SERVICE DETAILS

Hourly Sweeping Service

\$ 120.00 Per Hour

3 Hour Minimum

Weekly / Monthly Sweeping Service

_____ Sweeps Per Week \$ _____ Per Sweep

_____ Sweeps Per Month \$ _____ Per Sweep

☐ Per Mile \$ _____

SPECIAL INSTRUCTIONS

OUR SERVICE WILL INCLUDE:

- 1.) SWEEP ALL DESIGNATED STREETS\$35.00 per curb mile
Downtown 2 x per month (24.0cm), Residential 1x per month (86.0cm)
- 2.) CITY WILL SUPPLY ACCESS TO WATER FOR DUST CONTROL
- 3.) USA SERVICES WILL BE RESPONSIBLE FOR TRANSPORTATION AND DISPOSAL OF
STREET SWEEPINGS
- 4.) SPECIAL EVENT AND EMERGENCY CALL-OUT.....\$120.00 PER HOUR
(3.0 hour minimum portal to portal)



CUSTOMER:

Signature _____

Representative _____

Date _____

USA SERVICES OF FLORIDA, INC.:

Signature _____

Representative _____

Date _____

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT.

P.O. BOX 520580 • LONGWOOD, FLORIDA 32752 • FAX 407-339-0241

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, USA Services of Florida, Inc. a Florida corporation (the "Vendor"), entered into an agreement dated April 22, 2011, ending on April 30, 2016, with the City of Cape Coral, a political subdivision of the State of Florida, for Street Sweeping services procured pursuant to F.S. §287.057 (the "Contract"),

WHEREAS, the CITY OF LAKE WALES, a Florida municipal corporation (the "City") has the legal authority under Ordinance 2013-17 adopted by the Lake Wales City Commission to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Vendor and the City of Cape Coral for utilization of the same or similar services for Street Sweeping (the "Work") and the Vendor consents to the aforesaid "piggybacking";

NOW THEREFORE, having found it to be in the public interest,

1. The Vendor affirms and ratifies the terms and conditions of the above referenced Contract with the City of Cape Coral and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Vendor further agrees that for the purposes of the interpretation and enforcement of the subject Contract, the term "City of Lake Wales" shall be substituted for the term "the City of Cape Coral" throughout the Contract.
2. The City agrees to utilize the services of the Vendor in a manner and upon the terms and conditions as set forth in the Contract with the City of Cape Coral until the Work is completed.
3. **Public Records.** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §199.0701, Florida Statutes and that Contractor must comply with the public records laws of the State of Florida.

Contractor Shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to the public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
4. Paragraph 11 of the Cape Coral contract is amended as follows - Governing Law: The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Polk County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Tenth Judicial Circuit, in and for Polk

County, Florida. In the event of any litigation arising out of this Contract, each party shall bear its own respective cost and attorney's fees.

USA SERVICES OF FLORIDA, INC

CITY OF LAKE WALES

By:

By: Kenneth Fields, City Manager

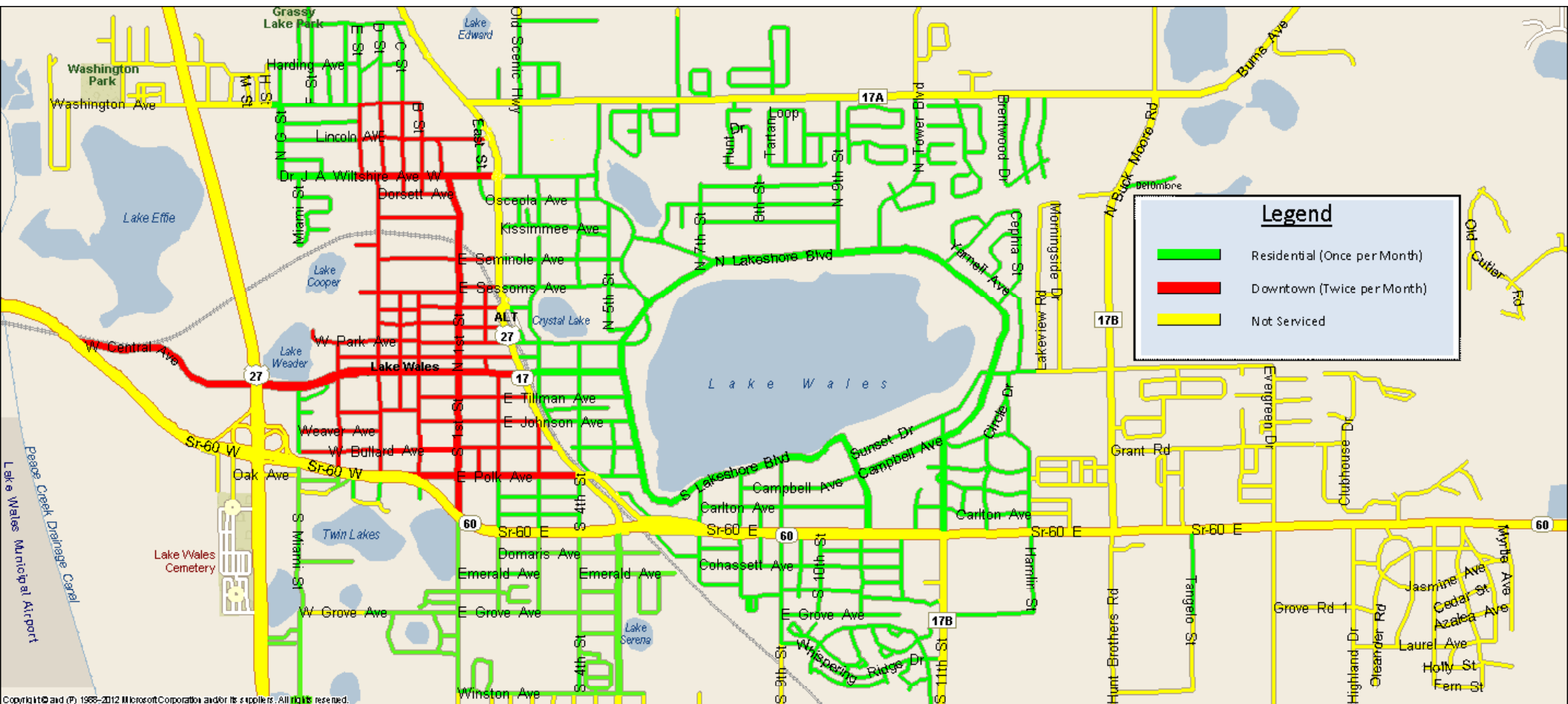
WITNESS:

ATTEST:

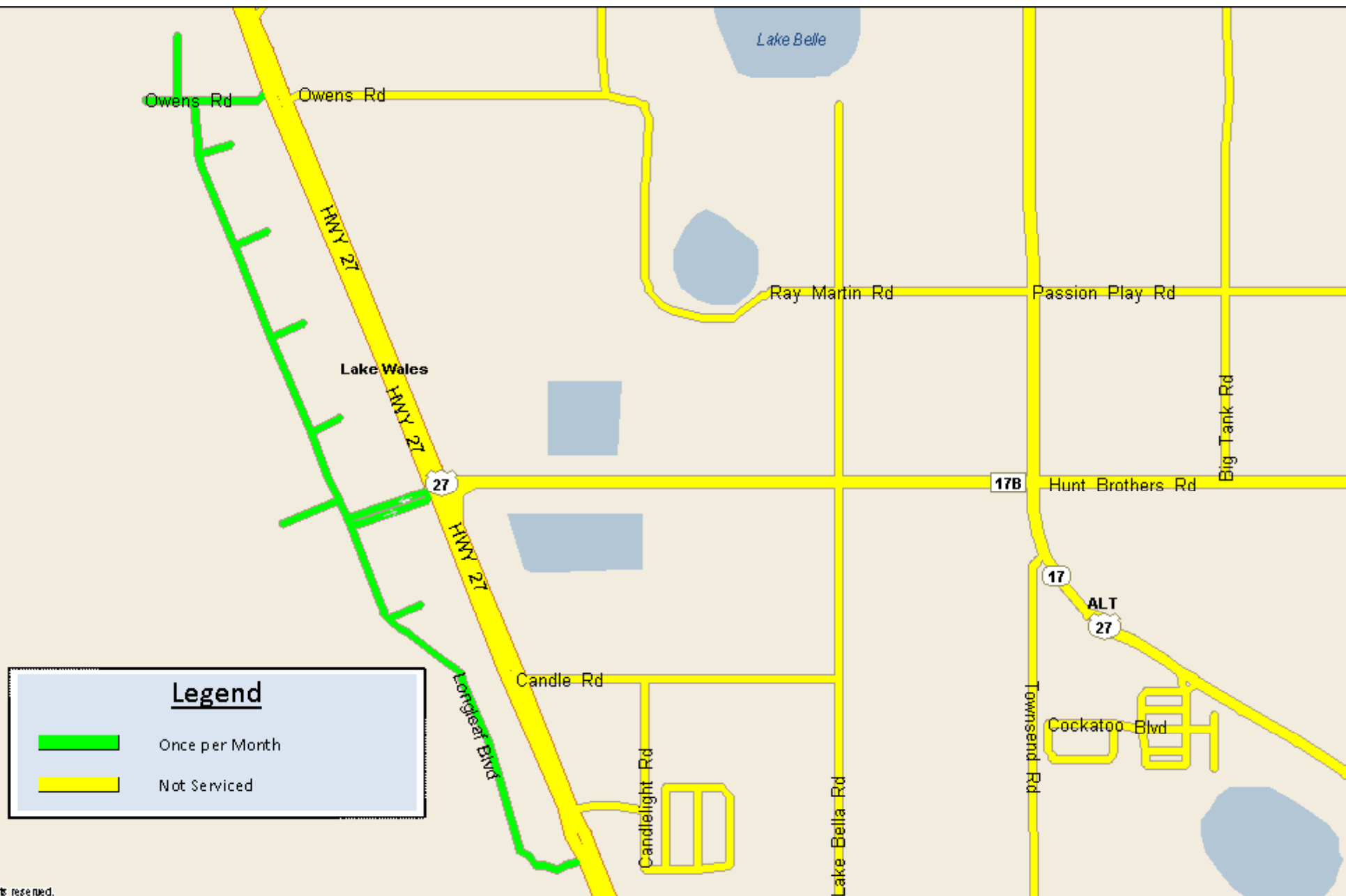
City Clerk

WITNESS:

*Forward executed agreement with original signatures to City Clerk.
Attach copy of executed agreement to Request for Purchase Order.*



Red Creek Drainage Canal




SERVICES CONTRACT # CON-PW11-15/CH

Page 1 of 5

THIS CONTRACT is made this 22nd day of April, 2011 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and USA Services of Florida, Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide Street Sweeping Services in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents. Time is of the essence in the performance of this Contract.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed and will complete the same in Ninety (90) calendar days.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for \$ 299,221.80 listed as CONTRACTOR'S Cost Proposal (Exhibit A) during the term of the contract.
5. The term of the contract to be awarded as a result of this bid shall be for five (5) years starting on May 1, 2011 and ending on April 30, 2016 and may be automatically renewed for one (1) additional five year period upon mutual agreement by the City and the Contractor.
6. This Contract may be terminated by the CITY for its convenience upon thirty (30) calendar days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
7. The Term "Contract Documents" shall include this Contract, addenda, RFP, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Bid Package prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
8. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
9. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.

 Initials

SERVICES CONTRACT # CON-PW11-15/CH

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10. **Administration of Contract:** The Public Works Director, or his/her representative, shall administer this Contract for the CITY.
11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
12. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) calendar days of the City's receipt of such invoice unless, within a fifteen (15) calendar day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) calendar day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) calendar day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.
14. **Contractor's Representations:** In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

 Initials

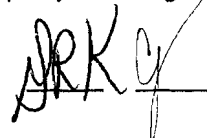
SERVICES CONTRACT # CON-PW11-15/CH

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15. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR 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 CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
16. **Damage Liability:** The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Project Records:** The CONTRACTOR 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 methods, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, ten (10) years for capital improvements to real property, and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.

19. **Insurance:** Unless otherwise specified, FIRM shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
 - a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
 - b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
 - c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.

 Initials

SERVICES CONTRACT # CON-PW11-15/CH

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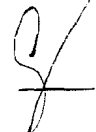
- d. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.
- e. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.
- f. Prior to commencing any Work under this Agreement, FIRM shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. FIRM agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.
- e. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Firm's liability under this Agreement.

20. **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.

21. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

(Balance of page left blank)



Initials

SERVICES CONTRACT # CON-PW11-15/CH

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in two counterparts which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

Signature: Rebecca van Deutekom
Typed Name: Rebecca van Deutekom
Title: City Clerk 4/26/11

CITY:

City of Cape Coral, Florida
Signature: [Signature]
Typed Name: Gary R. King
Title: City Manager
Date: 4/22/11

CITY LEGAL REVIEW:

William Payton 03/23/11
Dolores Menendez Date
City Attorney

WITNESS CONTRACTOR:

Signature: Janet Pennington
Typed Name: JANET PENNINGTON
Title: OFFICE MGR.

CONTRACTOR:

Company: USA Services of Florida Inc
Signature: [Signature]
Typed Name: CARMINE LATANZA
Title: VP
Date: 3/22/11



Headquarters in
Orlando, Florida

America's Real Professionals

EXHIBIT A

March 11, 2011

City of Cape Coral
PO BOX 150027
Cape Coral, FL 337915

To whom it may concern,

Thank you for considering USA Services of Florida, Inc. to provide the City Of Cape Coral's street sweeping services. We appreciate this opportunity to further discuss are bid proposal. We have been providing street sweeping services to municipalities across the state for over 22 years and hope to be able to provide that same high quality of service to the City of Cape Coral in the near future.

Our reputation in the industry is our calling card and our customers are the best example of the quality of service we provide. We are proud of our reputation for providing the highest quality of service in the street sweeping industry. Our #1 goal is to ensure the full satisfaction of our customers at all times. Some references were provided when the bid was submitted but additional contacts can be provided upon request.

We take great pride in the people we employ. Our management team is recognized and respected as one of the most experienced and knowledgeable teams in our industry. They are available to answer your questions 24 hours a day, seven days a week. Our equipment operators maintain clean driving records, are drug free and are the most well trained operators available.

Thank you again for considering our proposal and hopefully we can begin to build a strong working partnership in the near future.

Sincerely,
Michael Latanza
USA Services of Florida, Inc.



Headquarters in
Orlando, Florida

America's Real Professionals

Evaluation of Street Sweeping Proposal For the City of Cape Coral

After evaluating the quantities provided in Addendum #1 of the bid and applying our bid prices we believe we can save the City a over 20% off the current budget.

The following is a breakdown of how we calculated the cost.

First, I should explain how we convert square footage to sweeping miles. A street sweeper covers an 8 foot wide path as it performs its service. This means for every 100 linear feet it travels it is sweeping 800 square feet. So to convert square footage to curb miles we multiply 5,280 feet (the length of a mile in feet) times 8 feet (the width of a sweeping path) to get to a total of 42,240. So 42,240 square feet equals one curb mile. In the following calculations where we are dealing with square feet we will divide the total square feet by 42,240 square feet to determine the total curb miles.

- 1) Intersection Sweeping – We were provided a list of 76 intersections however the square footage of those intersections were not provided. We would need to measure them to come up with an exact calculation however on average an intersection would range between 700 square feet for a 2 lane road and 2500 square feet for a 4 lane road. To provide a “worst case scenario” for budgeting purposes I’ll assume all of the intersections average 2500 square feet, though I’m fairly certain the actual total will be much less once we measure them.

2500 square feet multiplied by 76 intersections equals 190,000 total square feet. Then we divide that by 42,240 square feet per curb mile to reach a total of 4.5 curb miles.

So 4.5 curb miles per month multiplied by \$43.75 per curb mile minus 8.75 per curb mile disposal cost adjustment equals **\$157.50 per month and \$1,890.00 annually for the intersections.**

- 2) Bike Lanes – The total length given for bike lanes is 90.26 miles. When we multiply 90.26 miles by \$43.75 per mile minus 8.75 per mile disposal cost adjustment we get a total monthly cost of \$3,159.10

So sweeping the bike lanes equates to a total monthly cost of \$3,159.10 and an annual cost of \$37,909.20



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- 3) Parking Lots – In the bid proposal it was explained that the parking lots are to be swept on a monthly basis and that the total square footage for the parking lots was 2,974,567. We divided 2,974,567 by 42,240 (the square footage in a curb mile) to reach a total of 70.42 curb miles per cycle for all of the parking lots.

70.42 curb miles multiplied by \$43.75 per mile minus 8.75 per mile disposal cost adjustment per mile equals \$2,464.70 per month and \$29,576.40 annually to sweep the parking lots.

- 4) Alleys – The bid proposal listed all of the alleys to be swept on a monthly basis. It also gave a total quantity of 9.07 miles.

When we take the 9.07 miles and multiply it by \$43.75 per mile minus 8.75 per mile disposal cost adjustment per mile we reach a monthly total cost of \$317.45 and an annual cost of \$3,809.40

- 5) Downtown & Industrial Park Curbed Roads – The addendum listed 35.42 roadway miles in the Downtown & Industrial Park areas that should be swept on a weekly basis. To convert this to curb miles we take that number and multiply it by 2 to get to 70.84, since the roadways have 2 curb miles of sweeping for every 1 mile of roadway.

70.84 curb miles multiplied by \$43.75 per mile minus 8.75 per mile disposal cost adjustment equals \$2,479.40 per week. \$2,479.40 miles per week multiplied by 52 weeks per year equals \$128,928.80 annually for the Downtown & Industrial Park areas.

- 6) Residential Curbing – In the bid proposal it lists a quantity of 86.20 roadway miles that are to be swept on a monthly basis. Taking 86.20 and multiplying it by 2 we get 172.40 curb miles per month.

172.40 curb miles multiplied by \$43.75 per mile minus 8.75 per mile disposal cost adjustment equals \$6,034.00 monthly and \$72,408.00 annually to sweep the residential curbed areas on a monthly basis.



Headquarters in
Orlando, Florida

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SUMMARY

Intersections – Annual cost	\$ 1,890.00
Bike Lanes – Annual cost	\$ 37,909.20
Parking Lots – Annual Cost	\$ 29,576.40
Alleys – Annual Cost	\$ 3,809.40
Downtown & Industrial Park Curbed Roads – Annual Cost	\$128,928.80
Residential Curbed Roads – Annual Cost	\$ 72,408.00
Special Events (60 Hours) – Annual Cost	\$ 5,700.00
Call Outs & Additional Service (200hrs) – Annual Cost	\$ 19,000.00

TOTAL ANNUAL COST.....\$299,221.80

*****Curb miles can be reallocated by the city to different areas if needed*****

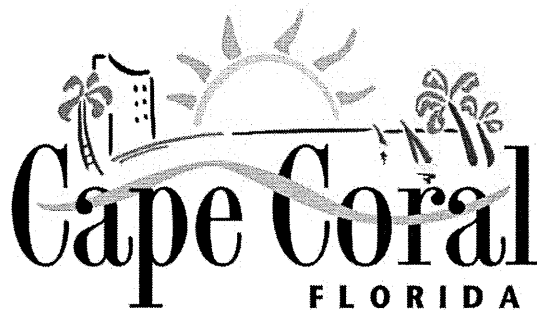
****City agrees to use of mechanical sweeper****

CITY OF CAPE CORAL

INVITATION TO BID

STREET SWEEPING SERVICES

ITB #PW11-15/CH



**CITY OF CAPE CORAL
FINANCIAL SERVICES DEPARTMENT
PO BOX 150027
CAPE CORAL, FL 33915-0027**

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CITY OF CAPE CORAL

LEGAL NOTICE

CALL FOR BIDS

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: December 21, 2010 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:

City of Cape Coral
Procurement Division
PO Box 150027
Cape Coral FL 33915-002

PHYSICAL ADDRESS:

PROCUREMENT DIVISION
Cape Coral City Hall
1015 Cultural Park Blvd.
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 an 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 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)

My Commission Expires: _____

FORM 3A - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

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 \$10,000.00

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 from the Procurement Division at (239) 574-0831 or from the City of Cape Coral website, www.capecoral.net. Once on the website, under "I WANT TO," click on "Register" then "City Vendor." That will take you to the "Vendor Registration" page from where you may print out the Vendor Registration Forms.

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 INVOICES

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

2.10 PAYMENTS

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

2.11 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.

2.12 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.

2.13 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.

2.14 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 Christopher Hoffman, P.O. Box 150027, Cape Coral, FL 33915-0027; by e-mail to choffman@capecoral.net by fax to 239.574.0837. Questions regarding the technical specifications may be forwarded to the requesting department by the Procurement Division.

2.15 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:

- 2.15.1 The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract.
- 2.15.2 The bidder's ability to perform the contract within the time specified
- 2.15.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- 2.15.4 The quality of performance of the bidder on previous City contracts.
- 2.15.5 The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- 2.15.6 The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
- 2.15.7 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 on Attachments which are a part of these specifications. Sweeping services shall be performed as indicated and pre-approved 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. All changes must be approved in writing by both parties. 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 sweepings and 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. With the bid, bidders must include a list on company letterhead identifying all equipment to be used in fulfilling this agreement. 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. Contractor must notify the City of any additions or deletions to the list. 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:

3.12.01 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.

3.12.2 Bike Paths

3.12.3 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:

- 3.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.
- 3.13.2 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.
- 3.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour. Patterned concrete medians and crosswalks shall be swept at a maximum speed of three (3) miles per hour.
- 3.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.
- 3.13.5 Use common sense and good judgment at all times.
- 3.13.6 A minimum of two (2) sweepers shall be required.

3.14 ROUTING AND SWEEPER AVAILABILITY

- 3.14.1 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.
- 3.14.2 The total number of sweepers required (less standby units) shall be available for work four (5) 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 a foreman's report on 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 within 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

3.16.1 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.

3.16.2 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

3.17.1 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 the Attachments included in this specification 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.

3.17.2 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

END OF SECTION

OFFICIAL BID PROPOSAL

PAGE 1 OF 3

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.

<u>Description</u>	<u>Unit Price</u>		<u>Estimate</u>	<u>Extended Cost</u>
Street Sweeping Regular Service, as specified, cost per curb mile	\$ _____	x	<u>18,485</u>	= \$ _____
Street Sweeping Call-Out and Additional Service, as specified, cost per hour	\$ _____	x	<u>200</u>	= \$ _____
Street Sweeping for Special Events, as specified, cost per hour	\$ _____	x	<u>60</u>	= \$ _____
Total Estimated Annual Bid			\$ _____	

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 _____ E-mail _____

Telephone # _____ Fax # _____

OFFICIAL BID PROPOSAL

PAGE 2 OF 3

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.

BIDDER: _____

OFFICIAL BID PROPOSAL

PAGE 3 OF 3

REFERENCES

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

GOVERNMENT ENTITY OR COMPANY NAME

CONTACT PERSON

ADDRESS

PHONE NUMBER

FAX NUMBER

SERVICES PROVIDED FOR THIS REFERENCE AND DATES PROVIDED

GOVERNMENT ENTITY OR COMPANY NAME

CONTACT PERSON

ADDRESS

PHONE NUMBER

FAX NUMBER

SERVICES PROVIDED FOR THIS REFERENCE AND DATES PROVIDED

GOVERNMENT ENTITY OR COMPANY NAME

CONTACT PERSON

ADDRESS

PHONE NUMBER

FAX NUMBER

SERVICES PROVIDED FOR THIS REFERENCE AND DATES PROVIDED

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 protester. 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. The decision shall be final and conclusive as to the city unless an appeal is filed or an action is filed in court within ten days of the date of the decision of Council.

Attachment 1 - Intersections

INTERSECTION SWEEPING				
South of Pine Island Road (53 void curb)				
Country Club			Skyline	
Nicholas			Cape Coral Pkwy	
Retunda			El Dorado	
Archer			Pine Island Road	
Wildwood				
Palm Tree			Rose Garden Road	
			El Dorado	
Nicholas			SW 12 Ave	
Country Club				
			Pelican	
Academy			Mohawk	
Nicholas			Cape Coral Pkwy	
Archer			El Dorado	
Retunda				
			Santa Barbara	
			Gleason	
			Cape Coral Pkwy	
			Kamal	
North of Pine Island Road (void curb 56)				
Old burnt Store Road			Burnt Store Road	
Durden		Andalusia	Durden	
Caloosa		Durden	Caloosa	
Jacarando		Boiatzis	Kismet	
Kismet		Jacaranda	Van Buren	
Gulfstream		Kismet	Diplomat	
Yucatan		Diplomat	Tropicana	
Tropicana		Tropicana	Embers	
Embers		Pine Island Road	Ceitus	
Ceitus			Pine Island Road	
			Gulfstream	
El Dorado		Garden Blvd(24 Ave)	Yucatan	
Kismet		Durden		
Van Buren		Denavarra	Nelson	
Diplomat		Jacaranda	Wilmington	
Tropicana		Alena Ct	Kismet	
Embers		Kismet	Diplomat	
		Diplomat	Tropicana	
Chiquita		Pine Island Road	Embers	
Wilmington				
Kismet		Juanita		
Diplomat		Willmington		
Tropicana		Jacaranda		
Embers		Kismet		
Pine Island Road		Diplomat		
		Tropicana		
		Pine Island Road		

Attachment 2 - Bike Paths

<u>Bike lanes on</u>	One Side	Both Sides	One Side	Both Sides
<u>Both Sides</u>	Feet	Feet	Miles	Miles
Academy Blvd. S/Veterans	3,965	7,930	0.75	1.50
Academy Blvd. N/Veterans	3,965	7,930	0.75	1.50
Archer Pkwy./W Country Club	2,240	4,480	0.42	0.85
Archer Pkwy./E Country Club	3,095	6,190	0.59	1.17
Aviation Pkwy	2,925	5,850	0.55	1.11
Beach Pkwy. W	8,659	17,318	1.64	3.28
Bolado Pkwy. E/Del Prado	2,700	5,400	0.51	1.02
Ceitus Pkwy/between Burnt Store Rds.	5,887	11,774	1.11	2.23
Cornwallis Parkway	4,590	9,180	0.87	1.74
Diplomat Extension	8,530	17,060	1.62	3.23
Eldorado Pkwy. Coronado-Bayside Ct	5,645	11,290	1.07	2.14
Eldorado Pkwy. Coronado-Wellington	4,690	9,380	0.89	1.78
Eldorado Pkwy. SW 1 Ct-SW 12 Pl	8,060	16,120	1.53	3.05
Embers Pkwy W/between Burnt Store Rds.	5,280	10,560	1.00	2.00
Everest Pkwy. E/Del Prado	8,448	16,896	1.60	3.20
Everest Pkwy.W/Del Prado	3,200	6,400	0.61	1.21
Gleason Pkwy	3,617	7,234	0.69	1.37
Gulfstream/between Burnt Store Rds.	5,280	10,560	1.00	2.00
Kamal Pkwy.	3,390	6,780	0.64	1.28
Mohawk Pkwy. Pelican	4,025	8,050	0.76	1.52
Oasis Blvd	6,547	13,094	1.24	2.48
Orchid Boulevard	2,450	4,900	0.46	0.93
Palaco Grande Pkwy.	4,405	8,810	0.83	1.67
Palm Tree Blvd./Wildwood	10,415	20,830	1.97	3.95
Pelican Boulevard	15,412	30,824	2.92	5.84
Retunda Pkwy E/Country Club	1,065	2,130	0.20	0.40
Retunda Pkwy W/Country Club	2,800	5,600	0.53	1.06
Rose Garden Road	7,700	15,400	1.46	2.92
Savona Pkwy. E/Del Prado	4,224	8,448	0.80	1.60
SE 23rd Ave S/Everest	1,872	3,744	0.35	0.71
SE 24th Ave S/Viscaya	4,300	8,600	0.81	1.63
Shelby Pkwy	3,320	6,640	0.63	1.26
Skyline Blvd. S/Cape Coral Pkwy	5,063	10,126	0.96	1.92
SW 12th Av. Rose Garden-Eldorado	1,330	2,660	0.25	0.50
Trafalgar Pkwy. W/Chiquita	5,000	10,000	0.95	1.89
Tropicana Pkwy W/between Burnt Store Rds.	6,072	12,144	1.15	2.30
Yucatan Pkwy W	5,280	10,560	1.00	2.00
Sub-Total	186,350	370,892	35.11	70.24
<u>Bike Lanes on One Side</u>				
SE 4th Place from Country Club to SE 47 Ter	904		0.17	0.17
Total of just Bike Lane Roads	187,254	370,892	35.28	70.41

Attachment 2 - Bike Paths

Bike Lanes				
Road	From	To	Footage	Miles
Beach Pkwy	Del Prado Blvd	SE 20 Place	7,392	
Colonade Pkwy			25,344	
Driftwood Pkwy			4,224	
El Dorado Pkwy	SW 12 Pl	SW 1 Avenue	14,000	
Lucerne Pkwy			4,224	
Palaco Grande Pkwy	Del Prado Blvd	SE 22 Pl	8,448	
Pelican Blvd	Gleason Pkwy	El Dorado Pkwy	31,680	
Skyline Blvd	Cape Coral Pkwy	El Dorado Pkwy	9,504	
			104,816	19.85
		Total Bike Lane Miles		90.26

Attachment 3 - Parking Lots

City Owned Parking Lots			
		Day	Night
	SF		
Club Square	212,680		
Rear of Firestone Bldg.	92,411		
Big Johns	160,621		
Everest Annex	520,022		
Everest Water Plant	94,162		
SW RO Plant	50,019		
City Hall Complex-new	146,880		X
City Centrum	121,166		X
2-Coral Oaks Golf Course	107,357	X	
3-NW Softball Complex	105,013	X	
4-Cape Coral Sports Complex	138,525		X
9-Cultural Park	51,846		X
11-Bill Austin Youth Center	42,844		X
12-Lake Kennedy Community Park	86,194		X
13-BMX Boat Ramp	33,655	X	
13-BMX Sports complex	42,175	X	
14 Cape Coral Sports Complex	28,202	X	
15-Storm Football Complex	36,032	X	
16-Koza Saladino Park	37,439	X	
17-Jason Verdow Memorial Park	52,802	X	
18- 4 Mile Cove	10,361	X	
19-Horton Park on Everest	37,647	X	
20-Sun Splash Water Park	70,765	X	
21-Jaycee Park	35,089		X
22-Veterans Park-Bocce & Basketball Courts	30,873		X
23-Cape Coral Arts Studio	10,943		X
25-Yacht Club	166,681		X
26-Rotary Park End of Pelican	26,875	X	
27-Pelican Soccer Complex	59,590	X	
28-Pelican Baseball Complex	58,228	X	
30-Jim Jeffers Park	199,127	X	
33-Joe Stonis Park	7,854		X
34-Paul Sanborn Park	11,937	X	
Total Square Footage	2,886,015		
Total Miles	547		

Attachment 4 - Alleys

<u>Location</u>	<u>Ft. Long</u>	<u>Ft. Wide</u>	
Downtown			
1708 Cape Coral Pkwy	455	30	
725 Cape Coral Pkwy	177	20	
2722 Skyline Blvd	251	20	
2124-2130 Santa Barbara Blvd	650	20	
402 Cape Coral Pkwy	737	20	
515 Cape Coral Pkwy	555	25	
621 Cape Coral Pkwy	1150	25	
813-837 Cape Coral Pkwy	562	25	
851-877 Cape Coral Pkwy	430	25	
905-931 Cape Coral Pkwy	722	20	
1202-1207 Cape Coral Pkwy	130	20	
1413-1420 Cape Croal Pkwy	156	20	
1507-1515 Cape Coral Pkwy	211	20	
1230-1426 Cape Coral Pkwy	1125	25	
1122 Cape Coral Pkwy	270	25	
1016 Cape Coral Pkwy	212	20	
875-869 Lafayette St	250	20	
810-820 Cape Coral Pkwy	270	20	
805 SE 47 Ter	262	20	
818-825 SE 47 St	280	20	
824 SE 47 St	265	20	
864 SE 47 Ter	265	20	
885 SE 47 Ter	265	20	
860-870 SE 47 St	280	20	
1009 SE 47 Ter	125	20	
4632 Vincennes St	160	20	
4709 SE 11 Pl	306	20	
1105 SE 411 Pl	250	20	
1321 SE 47 Ter	120	20	
1213-1421 SE 47 Ter	1120	20	
1420 SE 47 ST	285	20	
1501-1537 SE 47 Ter	485	25	
1520-1510 SE 46 Ln	488	20	
1224 SE 46 Ln	1071	20	
1720 SE 47 St	265	20	
1723-1611 SE 47 Ter	840	25	
4715 Cape Croal Pkwy	300	20	
1629 SE 47 St	565	20	
1611 Cape Coral Pkwy	620	20	
1707 SE 17 Ave	325	20	
1208 SE 47 Ter	300	20	
1420 Cape Coral St	254	20	
4808 Cape Coral St	270	20	
1201-1420 Lafayette St	1125	20	
4839 Vincennes St	262	20	
4836 Leonard St	180	20	
4836 Candia St	275	20	
803 Vincennes St	275	20	
870-808 Lafayette St	890	20	
810 Cape Coral Pkwy	270	20	
4610-4406 Del Prado Blvd	1327	20	
4607-4402 Del Prado Blvd	1332	20	
4403-4427 SE 16 Pl	605	20	
Total Downtown area alleys	24620	1110	

Attachment 4 - Alleys

<u>Location</u>	<u>Ft. Long</u>	<u>Ft. Wide</u>	
2107 Del Prado Blvd	410	20	
2003 Del Prado Blvd	242	20	
1527 Del Prado Blvd	260	20	
1515 Del Prado Blvd	480	20	
1300 Del Prado Blvd	300	20	
819-615 Del Prado Blvd	1015	20	
625 Del Prado Blvd	517	20	
456 Del Prado Blvd	400	20	
121 Del Prado Blvd	500	20	
1435 SE 8 Ter	600	20	
1222 Viscaya Pkwy	800	20	
905 SE 9 Ter	765	20	
907 SE 13 PI	147	20	
921 SE 9 Ter	950	20	
1002 SE 9 ST	2151	20	
1014 SE 12 PI	1851	20	
1204 SE 10 St	1320	20	
1270 Viscaya Pkwy	730	20	
926 SE 14 Ave	720	20	
909 SE 13 PI	720	20	
921 Se 11 Ave	705	20	
924 Del Prado Blvd	710	20	
1028 Del Prado Blvd	400	20	
1210 Del Prado Blvd	100	20	
1530 Del Prado Blvd	300	20	
1530 Del Prado Blvd	300	20	
1820 Del Prado Blvd	1000	20	
2104 Del Prado Blvd	200	20	
2134 Del Prado Blvd	450	20	
2326 Del Prado Blvd	250	20	
3038 Del Prado Blvd	330	20	
3020 Del Prado Blvd	100	20	
3120 Del Prado Blvd	140	20	
3226 Del Prado Blvd	250	20	
3226 Del Prado Blvd	150	20	
3414 Del Prado Blvd	450	20	
3624 Del Prado Blvd	105	20	
3636 Del Prado Blvd	300	20	
3724 Del Prado Blvd	200	20	
3740 Del Prado Blvd	220	20	
3922 Del Prado Blvd	400	20	
4400-4410 Del Prado Blvd	1340	20	
Total Alleyways not downtown	23278	840	
			Miles
Grand Total of all Alleyways	47898	1950	17,690

Attachment 5 - Curbing

ROAD	FROM	TO	FOOTAGE
SE 47 TER	Palm Tree Blvd	SE 17 PL	13,125
SE 47 St	Coronado Pkwy	SE 9 PL	2,375
SE 47 St	Vincennes	SE 17 PL	6,056
SE 46 LN	Coronado Pkwy	SE 17 PI	7,460
SE 46 ST	300' W/SE 15 AVE	SE 16 PI	1,965
SE 17 PI	Cape Coral Pkwy	SE 46 LN	910
SE 16 PI	SE 46 St	SE 44 St	2,692
SE 44 St	125' W/SE 15 AVE	Orchid Blvd	1,311
Se 17 AVE	Cape Coral Pkwy	SE 47 TER	470
SE 15 AVE	Cape Coral Pkwy	SE 46 LN	1,860
Cape Coral St	Miramar	Cape Coral Pkwy	1,200
SE 5 PI	SE 47 TER	Cape Coral Pkwy	620
SE 6 AVE	SE 47 TER	Cape Coral Pkwy	620
SE 8 Ct	Se 47 St	Lafayette	1,790
SE 9 PI	SE 46 LN	Cape Coral Pkwy	1,820
Se 19 PI	SE 46 LN	Cape Coral Pkwy	1,190
Candia St	Cape Coral Pkwy	Miramar	1,184
Leonard St	Cape Coral Pkwy	Miramar	1,150
Tarpon Ct	Cape Coral Pkwy	Beach Ct	250
Beach Ct	Tarpon Ct	Sunnybrook Ct	375
Sunnybrook Ct	Cape Coral Pkwy	Tarpon Ct	460
Palm Tree Blvd	SE 47 TER	Cape Coral Pkwy	790
SE 43 TER	SE 4 PI	Palm Tree Blvd	325
SE 4 PI	SE 42 TER	SE 43 TER	1,000
SE 42 TER	SE 4 PI	Palm Tree Blvd	325
SE 11 PL	SE 46 LN	SE 47 TER	1,210
Milton St	Cape Coral Pkwy	640' West	640
Vincennes	Miramar St	Coronado Pkwy	9,880
Lafayette	Del Prado Blvd	Vincennes	3,866
Lafayette	Candia St	Coronado Pkwy	2,440
Miramar St	Coronado Pkwy	Del Prado Blvd	4,670
Wakiki Ct.	Del Prado Blvd	Cape Croal Pkwy	1,000
EIDorado Pkwy	Coronado (Med)	York St	950
EIDorado Pkwy	300' w/Coronado	Coronado	600
Cape Coral Pkwy	SW 17 PI	Chiquita Blvd	2,990
Cape Coral Pkwy	Skyline Blvd	170' East	510
Cape Coral Pkwy	618 Cape Coral Pkwy	615 Cape Coral Pkwy	240
Cape Coral Pkwy	415 Cape Croal Pkwy	Pelican Blvd	445
Cape Coral Pkwy	Lucaya Dr	Del Prado Blvd	22,945
Chiquita Publix	Cape Coral Pkwy	SW 49 TER	2,315
Chiquita Publix	SW 49 TER	SW 17 PI	1,000
Chiquita Publix	SW 17 PL	Cape Coral Pkwy	860
Beach Pkwy (med)	Del Prado Blvd	1628 Beach Pkwy	1,280
Savona Pkwy (med)	Del Prado Blvd	SE 16 PI	715
Palaco Grande	Del Prado Blvd	SE 16 PI	680
Cornwallis Pkwy	Del Prado Blvd	SE 16 PI	640
Everest Pkwy	1426 Everest Pkwy	300' E/Del Prado	3,375
Viscaya Pkwy	Country Club Blvd	Del Prado Blvd	7,055
Viscaya Pkwy	Del Prdo Blvd	Se 16 PI	620
Bolado Pkwy	Del Prdo Blvd	Se 16 PI	2,000

Attachment 5 - Curbing

ROAD	FROM	TO	FOOTAGE
Shelby Pkwy (med)	SE 26 TER	Del Prado Blvd	7,385
SE 24 AVE (med)	260' S/Hancock	Hancock Br. Pkwy	520
Country Club Blvd	SE 12 TER	Viscaya Pkwy	8,890
SE 13 Ct	Viscaya Pkwy	Del Prado Blvd	7,881
Del Prado Blvd	ElDorado Pkwy	Pine Island Road	146,700
Hancock Bridge Parkway	Santa Barbara Blvd	SE 24 AVE	29,310
Driftwood Pkwy	Lucerne Pkwy	Del Prado Blvd	42,445
Lucerne Pkwy	El Dorado Pkwy	Driftwood Pkwy	6,880
Coronado Pkwy	Lucerne Pkwy	Dolphin Dr	6,680
Nicholas Pkwy	Country Club Blvd	SE 6 St	4,498
SIDE STREETS OFF COUNTRY CLUB BLVD:			
SE 11 St	Country Club Blvd	SE 9 AVE	971
SE 9 PI	SE 11 St	620' East	620
SE 10 St	SE 9 PI	Country Club Blvd	300
SE 6 Ct	Nicholas Pkwy	SE 11 ST	575
SE 11 ST	SE 6 CT	395' East	395
SE 9 AVE	SE 11 ST	700' East	700
SE 23 AVE	Everest Pkwy	SE 28 ST	1,000
INDUSTRIAL PARK:			
SE 15 AVE	SE 10 ST	Viscaya Pk	1,460
SE 14 PL	SE 10 ST	Viscaya Pk	1,460
SE 14 AVE	SE 10 ST	Viscaya Pk	1,450
SE 13 PL	SE 10 ST	Viscaya Pk	1,460
SE 13 AVE	SE 10 ST	Viscaya Pk	1,410
SE 10 ST	SE 13 AVE	Del Prado Blvd	3,680
SE 12 CT	W/SE 9 LN	SE 13 AVE	3,220
SE 10 ST	SE 12 PL	SE 13 AVE	1,100
SE 12 PL	SE 9 LN	SE 10 ST	2,260
SE 9 TER	SE 12 AVE	SE 13 AVE	1,480
SE 12 AVE	SE 9 LN	SE 9 TER	2,580
SE 9 LN	Viscaya Pkwy	SE 12 CT	2,192
SE 9 LN	Viscaya Pkwy	SE 9 TER	1,600
SE 11 AVE	SE 9 LN	SE 9 TER	1,730
SE 9 TER	SE 8 PL	SE 11 AVE	2,770
SE 9 CT	SE 9 TER	SE 9 ST	740
SE 9 TER	SE 11 AVE	Viscaya Pkwy	800
SE 9 ST	SE 8 PL	Viscaya Pkwy	2,710
SE 8 PL	SE 9 ST	SE 9 Ter	966
SIDE STREETS OFF DEL PRADO BLVD:			
NE 15 CT	Del Prado Blvd	50' West	100
NE 15 PL	Del Prado Blvd	50' West	100
NE 4 LN	Del Prado Blvd	50' West	100
NE 4 TER	Del Prado Blvd	100' West	200
NE 3 TER	Del Prado Blvd	175' West	350
NE 2 TER	Del Prado Blvd	50' West	100
NE 2 ST	Del Prado Blvd	175' West	350
SE 15 PL	320' South	SE 1 TER	320
SE 1 TER	SE 15 PL	Del Prado Blvd	357
SE 4 ST	260' West	Del Prado Blvd	320
SE 8 TER	185' West	Del Prado Blvd	200
SE 10 TER	50' West	Del Prado Blvd	100

Attachment 5 - Curbing

ROAD	FROM	TO	FOOTAGE
SE 12 TER	175' West	Del Prado Blvd	350
SE 13 ST	SE 15 PL	Del Prado Blvd	405
SE 15 PL	SE 14 ST	SE 13 ST	500
SE 14 ST	SE 15 PL	Del Prado Blvd	275
SE 15 TER	50' West	Del Prado Blvd	100
SE 16 TER	220' West	Del Prado Blvd	440
SE 17 ST	180' West	Del Prado Blvd	360
SE 20 ST	225' West	Del Prado Blvd	425
SE 21 ST	350' West	Del Prado Blvd	425
SE 22 TER	325' West	Del Prado Blvd	650
SE 24 ST	150' West	Del Prado Blvd	170
SE 25 LN	50' West	Del Prado Blvd	100
SE 27 ST	SE 15 PL	Del Prado Blvd	480
SE 15 PL	Shelby Pkwy	SE 27 ST	540
SE 28 TER	310' West	Del Prado Blvd	483
SE 32 ST	130' West	Del Prado Blvd	260
SE 32 TER	185' West	Del Prado Blvd	370
SE 36 ST	320' West	Del Prado Blvd	350
SE 36 TER	185' West	Del Prado Blvd	370
SE 15 PL	SE 40 ST	220' North	220
SE 40 ST	SE 15 PL	Del Prado Blvd	300
SE 41 ST	50' West	Del Prado Blvd	100
SE 41 TER	150' West	Del Prado Blvd	200
SE 42 ST	140' West	Del Prado Blvd	280
SE 43 ST	140' West	Del Prado Blvd	140
SE 43 TER	130' West	Del Prado Blvd	130
SE 40 TER	25' East	Del Prado Blvd	50
SE 40 ST	25' East	Del Prado Blvd	50
SE 29 TER	25' East	Del Prado Blvd	50
SE 28 TER	185' East	Del Prado Blvd	370
SE 28 ST	50' East	Del Prado	100
SE 27 ST	185' East	Del Prado Blvd	370
SE 26 ST	25' East	Del Prado Blvd	50
SE 24 ST	SE 16 PL	Del Prado Blvd	300
SE 16 PL	SE 24 ST	Western Auto	3,582
SE 17 PL	SE 21 LN	S.E. 24 ST	1,600
SE 21 LN	SE 16 PL	Del Prado Blvd	1,020
SE 22 TER	SE 16 PL	Del Prado Blvd	1,080
4 Mile Cove Road	Coach Road	Del Prado Blvd	1,707
Coral Pointe Drive	SE 16 PL	Del Prado Blvd	310
SE 15 TER	SE 16 PL	Del Prado Blvd	175
SE 14 ST	Party Bazaar	SE 16 PL	150
SE 14 ST	50' East	Del Prado Blvd	100
SE 13 ST	50' East	Del Prado Blvd	100
SE 10 TER	SE 16 PL	Del Prado Blvd	275
SE 12 TER	SE 16 PL	Del Prado Blvd	300
SE 6 LN	25' East	Del Prado Blvd	50
SE 2 ST	25' East	Del Prado Blvd	50
NE 2 ST	185' East	Del Prado Blvd	370
NE 2 TER	25' East	Del Prado Blvd	50
NE 3 TER	185' East	Del Prado Blvd	370

Attachment 5 - Curbing

ROAD	FROM	TO	FOOTAGE
NE 6 ST	170' East	Del Prado Blvd	340
NE 6 TER	NE 17 PL	Del Prado Blvd	1,714
NE 7 ST	NE 17 PL	Del Prado Blvd	1,725
NE 17 PL	NE 7 TER	NE 6 TER	1,380
NE 16 PL	NE 7 ST	NE 7 TER	740
NE 7 TER	NE 17 PL	NE 16 PL	507
Total Feet			455,122
Total Miles			86.2

Attachment 6 - Special Events

Date	Event Name	Time of Event	Sweepers	Est. Hours
July 4th	Red, White & Boom	Evening	2	
December	Festival of Lights	Evening	2	
November	Coconut Festival (3 days)	Afternoon & Evening	2	
				60

CITY OF CAPE CORAL
OFFICIAL TABULATION FORM FOR BID OPENING
STREET SWEEPING SERVICES
ITB-PW11-15/CH

BIDDER/CITY/STATE	SIGNED O.B.P. (✓)	Acknowledged Addendum #1 (✓)	Regular Services Cost per Curb Mile	Call-Out/Additional Service Cost per Hour	Special Events Cost per Hour
USA SERVICES P.O. BOX 520580 LONGWOOD, FL 32752	✓	✓	\$ 43.75	\$ 95.00	\$ 95.00
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

CITY CLERK'S REPRESENTATIVE: Paula Streeter

PROCUREMENT'S REPRESENTATIVE: Chris Hoffmann

WITNESS: [Signature]

DATE: 12/28/2010

TIME: 2:00 PM