

B240569WCD
Pro-Am Stadium Pressure Washing
Midlands Pressure Wash Services

E1 Contract # N/A

AGREEMENT FOR PRO-AM STADIUM PRESSURE WASHING

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Midlands Pressure Wash Services, a South Carolina company authorized to do business in the State of Florida, whose address is 28 Sail Tie Court, Chapin, SC 29036, and whose federal tax identification number is 82-4622333, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase pressure washing services from the Vendor in connection with "Pro-Am Stadium Pressure Washing" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240569WCD on January 21, 2025 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary pressure washing services; and,

WHEREAS, the County posted a Notice of Intended Decision on March 25, 2025; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 22 of the Scope of Work and Specifications section of B240569WCD, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B240569WCD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor.

under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement 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 Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel

shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely

within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or

equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting

party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Cory Hansford
 Title: Owner
 Address: 28 Sail Tie Court
Chapin, SC 29036
 Telephone: (803) 834-0367
 Facsimile: N/A
 Email: midlandspws@gmail.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B240569WCD
 - 4. Vendor's Submittal in Response to the Solicitation

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Midlands Pressure Wash Services

Signed By: *Laura Boatright*

Signed By: *Gory Hansford*

Print Name: Laura Boatright

Print Name: Gory Hansford

Title: Owner

Date: 4-22-2025

Laura Boatright
Notary Public, State of South Carolina
My Commission Expires December 15, 2031

DS



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: *Brian Hamman*

Print Name: Brian Hamman

Title: Commissioner & Chairman

Date: 5/21/2025 | 10:06 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: *Latasha Seth*
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Amanda L. Swindle*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

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SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendors to provide pressure washing services for JetBlue Park and Lee Health Sports Complex. The project involves comprehensive pressure washing services in various areas but not limited to seating areas, concours, exterior walls, sidewalks, windows, and more.
- 1.2. Vendor(s) are required to conform to all federal, state, and local laws, codes, rules, regulations, and requirements of Lee County.

2. DESCRIPTION

- 2.1. Work to be performed consists of providing all labor, materials, equipment, and incidentals necessary to pressure clean, chemically clean the Pro-Am Stadiums as listed in the solicitation.
- 2.2. The areas outlined in this solicitation is not measured in square footage, Vendors are required to bid on the area as outline in the bid tabulation and submit their pricing according to "Per Service".

3. VENDOR REQUIREMENTS

- 3.1. Vendors shall have the technical knowledge to support correct application of pressure washing and any chemicals used in the pressure washing and window cleaning processes.
- 3.2. Vendors shall provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.
- 3.3. Vendor(s) shall not allow any runoff or disposal via the storm water system. Cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.
- 3.4. No discharges of wastewater to storm water systems, such as storm drains or ditches. No discharge of wastewater to streams or rivers.
- 3.5. Vendors shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the Vendor's expense.
- 3.6. Brush cleaning and low-pressure cleaning shall be used if necessary to avoid damage to building exteriors.
- 3.7. When specifically requested, window cleaning shall include a thorough cleaning of all exterior windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt.
- 3.8. Windows shall have a streak free clear finish.
 - 3.8.1. Windows shall be hand washed and hand dried using microfiber towels and squeegees.
- 3.9. For buildings constructed with Insulated Concrete Forms (ICF) the water stream should be directed downward to avoid driving water up under the Hardie board panel which covers ICF.
- 3.10. All chemical containers and residual contained chemicals will be the responsibility of the Vendors. No chemicals of any type shall be disposed of at or on County property.

4. BUSINESS HOURS OF OPERATION

- 4.1. Hours of operation shall be specified based on individual project requirements. Timing of work is critical. Most work will be required to be completed after hours and/or on weekends.

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- 4.2. For facilities where public usage is high on weekends, weekend work may not be possible. At no point shall the Vendors work interfere with the day-to-day operations of Lee County requesting department.

5. CLEAN UP

- 5.1. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Vendors shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's requesting department.
- 5.2. Vendors shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.
- 5.3. All work must be cleaned up prior by the Vendor at the completion of each job.

6. FINAL REPAIR AND CLEAN-UP

- 6.1. Vendors shall repair any areas of the site damaged as a result of the work at his own expense.
- 6.2. Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they approved by the County's requesting department.
- 6.3. All work shall be completed using the least invasive methods as possible.
- 6.4. Vendors must have ample cleaning supplies and equipment to complete the agreed upon pressure washing job and at no time shall the Vendor use County cleaning supplies or equipment.

7. PROTECTION OF PROPERTY

- 7.1. All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

8. SUPERVISION

- 8.1. Vendors shall provide necessary supervision while working on County projects. Vendors supervisor shall communicate with County's requesting department regarding product labels, job instructions, and signs.
- 8.2. The Vendors supervisor shall have a cell phone in good working order provided at the Vendors expense. This cell phone number shall be provided to the County's requesting department.

9. STAFF

- 9.1. Vendors shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.
- 9.2. Vendors shall demonstrate the ability to provide trustworthy, reliable employees.
- 9.3. Vendors employees shall be neat and clean in appearance and shall have a uniform that consist of pants, shirts, work shoes/boots and identification that clearly identifies them as employees of the Vendor.

10. INSPECTION

- 10.1. Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment, Vendor(s) shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.

11. WINDOW CLEANING UPON REQUEST

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- 11.1. When specifically requested, window cleaning shall include a thorough cleaning of all exterior windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees.

12. CHEMICALS

- 12.1. All chemicals used for the performance of this contract shall be "Green Seal/Safer Choice" labeled or equivalent equal. Chemicals used shall be environmentally safe and nontoxic. A list of chemicals to be used shall be provided with this bid.
- 12.2. Any damage from the use of chemicals is the responsibility of the Vendor to repair at no cost to the County.
- 12.3. Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to plants, shrubs and trees by the Contractor's equipment or personnel.
- 12.4. Vendor will use Citra-Shield at each site when requested by site supervisor. This will be confirmed with the requesting supervisor prior to work beginning and the County will provide the Citra-shield. Vendor shall notify County staff in advance to obtain adequate supply of Citra-Shield.
 - 12.4.1. Vendors shall provide a price for the application of Citra-Shield as indicated on the Bid Proposal Form "Option A." This price will not be calculated in the final bid price.

13. WATER

- 13.1. Lee County will provide water for pressure washing at the listed locations.
- 13.2. Vendor shall be responsible for coordinating with the requesting department regarding the availability of water supply at the time of requested service.
- 13.3. Vendors will not be allowed to utilize any fire hydrants for any pressure washing jobs relating to this solicitation.

14. LOCATIONS:

- 14.1. Vendors must bid on every line item of each section for each location as listed on the bid tabulation form to be eligible for award.
- 14.2. Vendors shall provide all necessary equipment to complete each job for each location; equipment will not be provided by the County.
- 14.3. The following locations have been identified as the locations in this solicitation as:
 - 14.3.1. JetBlue Park Stadium – 11500 Fenway South, Ft. Myers, FL. 33913
 - 14.3.2. Lee Health Sports Complex – 14011 Six Mile Cypress Pkwy, Ft. Myers, FL. 33912

15. CATEGORY I. - JETBLUE PARK – SECTION A. STADIUM

- 15.1. Clean all of JetBlue Park including but not limited to Seating Bowl, outside concrete skirt area, concourse area flat surface, coquina block to be cleaned with potable water and low pressure to remove cobwebs and surface dirt, clean flat surface in front and around side of merchandise shop, clean all sidewalks around outfield seating area, clean monster deck all levels and concrete floors and restrooms, all stairs, all roll up, canopies and awnings, all speakers, all gutters, JetBlue Tailfin and retired numbers. All areas are to be cleaned and rinsed thoroughly.
- 15.2. Area 1. Cleaning of Seating bowl to include all stadium seats and barstools, suite balcony seating, walls and concrete walkways, railings and dugouts.

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- 15.3. Area 2. Cleaning of Concourse to include all flat concrete surfaces inside and outside of the white fence from gate A – E, all walls and walkways, signage and banners. Coquina block to be cleaned with potable water and low pressure to remove cobwebs and surface dirt, clean flat surface in front and around side of merchandise shop.
- 15.4. Area 3. Cleaning of Left Field Deck to include all exterior walls of restroom building, Left Field Suite building, catwalk and stairwells.
- 15.5. Area 4. Cleaning of Main Stadium Building to include all exterior walls and windows of the Team Store, Ticket Office, Press Box, Suites, Press Dining and Exterior offices. Windows are to be streak free once cleaning is completed.
- 15.6. Area 5. Cleaning of Green Monster to include monster deck all levels and concrete floors seating sections and barstools, all stairs and elevator building.
- 15.7. Area 6. Cleaning of Grass Seating to include all bleachers, sidewalks around outfield seating area and bullpen areas.
- 15.8. Area 7. Cleaning of Scoreboard from top to bottom to include Video Board shall be cleaned and rinsed thoroughly. Care shall be used not to damage electrical components associated with the listed equipment.
- 15.9. Area 8. Cleaning Stadium Light poles from top to bottom.
- 15.10. Area 9. Cleaning of Stadium Canopy entire top.
- 15.11. Area 10. Cleaning of Stadium Canopy bottom to include all speakers, gutters and columns.
- 15.12. Area 11. Cleaning of the 2-story rear exterior building attached to the stadium to include the warehouse building, generator building, trash compactor building, trash compactor and recycle dumpster, the cleaning of drains to the roof areas, elevator shaft, A/C areas, all sides of air conditioning units, all 2nd floor suites and porches, all areas to be cleaned and rinses thoroughly.
- 15.13. Area 12. Cleaning of Flat concrete sidewalk located on the south side of Fenway South Dr.
- 15.14. Area 13. Cleaning of Batting Cage Building to include rooftop.
- 15.15. Area 14. JetBlue Park Entrances Signs to include both entrances which include Video Board. Video Board shall be cleaned and rinsed thoroughly. Care shall be used not to damage electrical components associated with the listed equipment.
- 15.16. Area 15. Cleaning of flat concrete sidewalk outside the white fence including retired numbers and tailfin with surrounding brick pavers.
- 15.17. Area 16. All white fencing surrounding the stadium.
- 15.18. Area 17. Cleaning of flat concrete surfaces from clover leaf gate to gate E.
- 15.19. Area 18. Cleaning of flat concrete surfaces in front of ticket office to include from gate C to gate B.
- 15.20. Area 19. Cleaning of flat concrete surfaces from gate A all the way around to green monster stairwell by elevator 3.
- 15.21. Area 20. Cleaning of flat concrete surfaces from players entrance to batting cage gate.
- 15.22. Area 21. Cleaning of flat concrete surfaces along west VIP parking lot.

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15.23. Area 22. Cleaning of flat concrete surfaces along east parking lot.

16. Section B. Clover Leaf Building and Backfields

16.1. Area. Concession building including rooftop

16.2. Area 2. Flat concrete surfaces surrounding clover building and ballfields

16.3. Area 3. Awnings surrounding baseball fields

17. Section C. Maintenance Building

17.1. Area 1. Maintenance shop including rooftop and awnings

17.2. Area 2. Awning over pump station

18. CATEGORY II. – LEE HEALTH SPORTS COMPLEX - SECTION A – STADIUM

18.1. Clean all of Hammond Stadium which includes but not limited to walls, lights, doors, roll ups, windows, flat surfaces, canopies and awnings, trellis, fencing, stairs, roofs, outside a/c areas, outer perimeter concrete, sidewalks, planter walls and fountain walls, outer perimeter white fences and gates, seating bowl and all seats throughout the stadium, seats, restrooms, speakers, picnic tables in the picnic area along with the floor columns and roof, board walk top and bottom, berms sidewalk and walls, outside elevator walls, dumpsters, generator walls inside and out, gutters throughout, wall pads around the field bullpens, and dugouts. All areas to be cleaned and rinsed thoroughly. Clean all signs and video boards throughout Hammond Stadium.

18.2. Area 1. Cleaning of Seating bowl to include all stadium seats and barstools, suite balcony seating, walls and concrete walkways, railings and dugouts.

18.3. Area 2. Cleaning of Concourse, Section 118 drink rails through Section 130 bullpen around front of stadium, breezeway to include all signage and banners.

18.4. Area 3. Cleaning of Team Store, roofs, walls and windows

18.5. Area 4. Cleaning of Right field lawn seating to include flat concrete surface, walls and railings

18.6. Area 5. Cleaning of Right field bar to include all flat concrete surfaces, chairs, and structures

18.7. Area 6. Cleaning of Left field bar to include all flat concrete surfaces, chairs and structures

18.8. Area 7. Cleaning of Left field lawn seating to include all flat concrete surfaces, chairs and railings

18.9. Area 8. Cleaning of Boardwalk from Section 118 drink rails to section 130 bullpen around back of stadium to include all signage, banners and trellis structure

18.10. Area 9. Cleaning of Building in boardwalk in center field to include canopies and signage

18.11. Area 10. Cleaning of White light poles around boardwalk (Citra-Shield)

18.12. Area 11. Cleaning of Small Brick wall above wall pads

18.13. Area 12. Cleaning of Front of stadium ground floor to include all signage, banners, canopies and flat concrete surfaces

18.14. Area 13. Cleaning of ticket office to include all signage, and canopies

18.15. Area 14. Cleaning of Gates 1,2 and 3 to include all signage, fencing and canopies

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- 18.16. Area 15. Cleaning of Picnic area to include support beams, signage and picnic tables
- 18.17. Area 16. Cleaning of plaza area to include all flat concrete surfaces
- 18.18. Area 17. Cleaning of Stadium maintenance shop to include all exterior walls and doors
- 18.19. Area 18. Cleaning of Generator building to include all exterior walls, doors and rooftops
- 18.20. Area 19. Cleaning of fenced in A/C units
- 18.21. Area 20. Cleaning of 3rd floor (Twins offices and Suites) to include all flat concrete areas, walls, railing, signage, banners and trellis
- 18.22. Area 21. Cleaning of section 301 3rd base terrace to include restroom building, flat surfaces and drink rails and elevator lobby
- 18.23. Area 22. Cleaning of Trellis that overhangs concourse on 3rd base side
- 18.24. Area 23. Cleaning of Section 302 1st base Terrace to include elevator lobby, exterior walls, flat surfaces and railings
- 18.25. Area 24. Cleaning of 4th floor (Mighty Mussels office and Press Box) to include elevator lobbies and Sky Deck
- 18.26. Area 25. Cleaning of Trellis that overhangs concourse on 1st base side
- 18.27. Area 26. Cleaning of Flat roofs above elevator lobbies (Citra-Shield)
- 18.28. Area 27. Cleaning of roofs for bathroom building on concourse
- 19. SECTION B - BACKFIELDS AND SOFTBALL FIELDS**
 - 19.1. Area 1. Cleaning of Flat surfaces surrounding baseball fields
 - 19.2. Area 2. Cleaning of tower building and restroom building between baseball fields
 - 19.3. Area 3. Cleaning of all awnings and dugout roof surrounding baseball fields
 - 19.4. Area 4. Cleaning of Concession building and tower between all softball fields
 - 19.5. Area 5. Cleaning of all awnings and dugout roofs surrounding softball fields
 - 19.6. Area 6. Cleaning of all flat surfaces surround softball fields
- 20. SECTION C – MINOR LEAGUE BUILDING**
 - 20.1. Area 1. Cleaning of all flat surfaces surround minor league building
 - 20.2. Area 2. Cleaning of minor league building to include all exterior walls, roof, awnings, walls and signage
- 21. SECTION D – ACADEMY BUILDING**
 - 21.1. Area 1. Cleaning of All flat surfaces surrounding academy building
 - 21.2. Area 2. Cleaning of Academy building to include all exterior walls, awnings and signage
- 22. SECTION E – MAINTENANCE SHOP**
 - 22.1. Area 1. Cleaning of maintenance shop to include roof, awnings and signage
 - 22.2. Area 2. Cleaning of canopy parallel to maintenance shop

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22.3. Area 3. Cleaning of pump station awning

22.4. Area 4. Cleaning of clay bins to include awning and roof (Citra-shield)

End of Scope of Work and Specifications Section



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: January 21, 2025

Solicitation No.: B240569WCD

Solicitation Name: Pro-Am Stadium Pressure Washing

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	There are two pre-bid meetings on the solicitation, do vendors have to attend both meetings?
Answer	Vendors do not have to attend both meetings but are encouraged to attend at least one meeting. The first meeting is on 02/10/25 @ 9:00 Am and the second meeting is on 02/12/25 @ 9:00 AM.
2.	Sorry for bugging you just one more question are we meeting downtown 2 nd street or at the ball parks? If the parks which one, are you going to first?
Answer	Vendors are not meeting downtown on 2nd Street. The Pre-Bid meetings will be held at the Pro-Am Stadiums. The first location will be at JetBlue Park located at 115600 Fenway South Drive, Fort Myers, FL. 33913 starting time 9:00AM. At the conclusion on this meeting, Vendors will meet at Lee Health Sports Complex located at 14100 Six Mile Cypress Parkway (allowing for drive time). This schedule will be for both meetings that have been scheduled on 02/10/25 and 02/12/25.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Willie Dennard

Willie Dennard
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 Lee County Procurement Management



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Posted Date: January 22, 2025

Solicitation No.: B240569WCD

Solicitation Name: Pro-Am Stadium Pressure Washing

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. **PRE-BID MEETING #2 TIME EXTENSION**
 - a. FROM: FEBRUARY 12, 2025 @ 9:00 AM
 - b. TO: FEBRUARY 12, 2025 @ 1:00 PM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

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Posted Date: February 3, 2025

Solicitation No.: B240569WCD

Solicitation Name: Pro-Am Stadium Pressure Washing

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS
2. QUESTIONS/ANSWERS

1.	Within the spec's (12.4) county will provide the Citra Shield is there a quantity amount of Citra shield to be applied since it is applied differently then power washing with regard to pressure and time to apply?
Answer	The quantity will depend on the section that is requested per the site supervisor. On the bid tab there is an Option A. line item for Citra-Shield for labor only. Vendor's will need to submit their pricing for labor only for Citra-Shield application.
2.	If we have the ability to supply Citra Shield ourselves for the project is this possible?
Answer	It is the County's intention to provide the Citra Shield for the locations when needed. The Vendor's shall not be responsible to provide Citra Shield.
3.	Is there an estimate of the amount of square footage that is needed to pressure wash?
Answer	This solicitation is not calculated by square footage, interested vendors will submit their bids in accordance with the areas listed in the solicitation as referenced in Section 2.2. "The areas outlined in this solicitation is not measured in square footage, Vendors are required to bid on the area as outlined in the bid tabulation and submit their pricing according to "Per Service."
4.	Is there an estimate of the number of times annually this work would need to be performed?
Answer	Please refer to the Special Conditions, Section 1.2., "This is an annual Agreement and work will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the requesting department. No guarantee is expressed or implied as to the quantity of commodities and/or services to be procured under this Invitation to Bid, no work is guaranteed and will be awarded on an as needed basis.

5.	Would you be able to label where the specific smaller buildings are located on the pictures I have taken from Google Earth?
Answer	Lee County Procurement Management have scheduled two Pre-Bid meetings where potential vendors will be given a walkthrough of each location as outlined in the solicitation. Vendors are encouraged to attend one of the meetings listed on February 10 th and February 12 th as listed on the first page of the solicitation.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Willie Dennard

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Posted Date: February 6, 2025

Solicitation No.: B240569WCD

Solicitation Name: Pro-Am Stadium Pressure Washing

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Are you required to be a vendor payee to be deemed responsive?
Answer	No, vendors are not required to be a Lee County vendor at the time of their submission and will not be deemed nonresponsive. However, prior to the contract being awarded the vendor must have completed the vendor application with Lee County Procurement Management.
2.	I would like to know the name of the incumbent contractor and the prior award amount.
Answer	The previous contract for Pressure Washing is B220395WCD and all contract documents including pricing can be located on Lee County Procurement Management website located at https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5911&fn=Project2022-07-28T13_08_51.xml

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

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Posted Date: February 17, 2025

Solicitation No.: B240569WCD

Solicitation Name: Pro-Am Stadium Pressure Washing

Subject: Addendum Number 5

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	It states that vendors won't be able to use fire hydrants for water (13.3). What if the vendor rents a hydrant meter from the city or county?
Answer	Please refer to solicitation Section 13.3, Vendors are not allowed to utilize any fire hydrant for any pressure washing jobs relating to this solicitation.
2.	There are 2 different sections that discuss window cleaning. One states that windows must be hand cleaned and streak-free, the other says that is only required if special requested. Please provide clarification on whether vendors will be responsible for handwashing windows.
Answer	When requested, Vendors shall be responsible for cleaning windows as required in the solicitation by hand and streak free. Windows will not be pressure cleaned by the Vendor.
3.	Will vendors be compensated for any additional approved chemicals used after the bid is awarded?
Answer	Please refer to section 12.1. Chemicals of the solicitation, Vendors are required to submit a list of chemicals to be used shall be provided with this bid. If chemicals are approved by the Sponsoring Department then the Vendor will be reimbursed at cost with no mark up. The Vendor shall supply the County with proof of purchased in order to be reimbursed.
4.	What is the proposed budget for Year 1 of this contract?
Answer	Please refer to section 13 Confidentiality located on page 7, item 13.3. states, "Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County."
5.	What was the annual expenditure for the previous 12 month period?
Answer	Lee County spent approximately \$123,650.00 between both sites within the previous 12 months.
6.	What is the total square footage for each area?
Answer	Please refer to Addendum #3 question #3.

7.	What type of surfaces are being cleaned? (Concrete, asphalt, metal, glass, painted surfaces, etc.)
Answer	Please refer to pages 20 – 24 of the solicitation documents. Categories I Jetblue Park and Category II Lee Health Sports Complex outlines all of the surfaces that are required to be cleaned relating to this solicitation.
8.	Are other vendors currently providing this service, and what are their rates?
Answer	Please refer to Addendum 4, question #2 regarding current providers for the previous solicitation “B220395WCD.”
9.	Who is the incumbent?
Answer	Please refer to Addendum 4, question #2 regarding the incumbent vendors for the previous solicitation “B220395WCD.”
10.	What do we need to submit as a proof of performance for payment purposes?
Answer	Please refer to pages 35 – 39 of the solicitation for the forms and requirements each vendor must submit with their bid proposal.
11.	What’s the project budget?
Answer	Please refer to the answer provide for question #4 above.
12.	What are the known challenges that the incumbent had?
Answer	There are no known challenges relating to the previous solicitation “B220395WCD.”
13.	Are there any preferences for local vendors, women- owned?
Answer	Please refer to page 17 of the solicitation documents, item number 5 “Local Vendor Preference.”
14.	How frequently will each area need cleaning? (Monthly, quarterly, seasonally?)
Answer	Please refer to Addendum #3, question #4 relating to this question.
15.	Are there specific safety requirements that must be met?
Answer	Please refer to pages 18 – 19 of the solicitation documents for the requirements relating to the safe operation, supervision, and staff requirements relating to this solicitation.
16.	Are there any wage requirements?
Answer	Any wage requirements that the vendor has shall be factored in with their final pricing relating to the bid tabulation excel sheet. This is not a Federal funded project and vendor wages are not a separate category.
17.	Could we fly a drone? I know the proximity to the airport is a potential issue, we would have a certified drone pilot for the parts that we would be using the drone for.
Answer	If Vendors would like to operate a drone, the requesting Vendor shall obtain the proper approvals from the local authorities, FAA etc. Once the Vendor has obtain the necessary permission, Lee County will then consider usage of drones.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Willie Dennard

Willie Dennard
Procurement Analyst Direct Line: 239-533-8831
Lee County Procurement Management

EXHIBIT B

FEE SCHEDULE

The Vendor is the secondary for the line items listed below. The County shall not contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. Products are to be charged in accordance with the unit prices listed below.

SECONDARY VENDOR FOR THE FOLLOWING LOCATIONS:

- JetBlue Park

<i>Midlands Pressure Wash Services, Inc.</i>			
<i>JetBlue Park-Section A - Stadium</i>			
Item	Description	Unit of Measure	Unit Price
Area 1	Seating Bowl to include suite boxes, walls and walkways	Per Service	\$6,500.00
Area 2	Concourse to include all signage and banners and flat surfaces (concourse runs from Gate A - E)	Per Service	\$4,000.00
Area 3	Left Field Deck, Restroom building and LF Suite building	Per Service	\$1,000.00
Area 4	Main Stadium Building to include Team Store, Ticket Office, Press Box, Suites and Executive offices	Per Service	\$3,500.00
Area 5	Green Monster to include upper and lower seating	Per Service	\$1,000.00
Area 6	Grass Seating Area	Per Service	\$1,500.00
Area 7	Scoreboard	Per Service	\$250.00
Area 8	Light Poles	Per Service	\$3,000.00
Area 9	Stadium Canopy Top	Per Service	\$11,400.00
Area 10	Stadium Canopy Bottom to include all speakers and gutter	Per Service	\$6,500.00
Area 11	Rear exterior building to include generator building, trash compactor building, Warehouse building	Per Service	\$1,900.00
Area 12	Flat concrete sidewalk along south side of Fenway South Dr.	Per Service	\$2,000.00
Area 13	Batting cage building to include rooftop	Per Service	\$3,500.00
Area 14	JetBlue Park Entrance Sign to include both entrances	Per Service	\$150.00
Area 15	JetBlue Park Tailfin, Retired numbers to include brick pavers and flat concrete surfaces	Per Service	\$1,000.00
Area 16	White fence surrounding stadium	Per Service	\$1,000.00
Area 17	Flat concrete surfaces from clover gate to gate E	Per Service	\$3,000.00
Area 18	Flat concrete surfaces in front of Ticket office - from Gate C to Gate B	Per Service	\$1,000.00
Area 19	Flat concrete surfaces from Gate A to Monster stairwell	Per Service	\$1,000.00
Area 20	Flat surfaces from Players entrance to batting cage gate	Per Service	\$2,000.00
Area 21	Flat concrete surfaces along west VIP lot	Per Service	\$2,000.00
Area 22	Flat concrete surfaces along east parking lot	Per Service	\$2,000.00

<i>JetBlue Park-Section B-Clover Leaf and Backfields</i>			
Area 1	Concession building	Per Service	\$1,000.00
Area 2	Flat concrete surfaces	Per Service	\$2,000.00
Area 3	Awnings around baseball fields	Per Service	\$3,000.00
<i>JetBlue Park-Section C-Maintenance Building</i>			
Area 1	Maintenance shop to include rooftop	Per Service	\$1,500.00
Area 2	Awning over pump station	Per Service	\$500.00
<i>Option A.</i>	<i>Citra-Shield-Labor Only JetBlue Park</i>		
1	1. Apply Citra-Shield (product supplied by the County)	Hourly Rate	\$200.00

EXHIBIT C INSURANCE



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 4-22-2025

Signature 

STATE OF South Carolina
COUNTY OF Lexington

Cory Hanstora, owner
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 22 day of April, 2025, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Drivers License.
Type of Identification

[Stamp/seal required]

Signature, Notary Public 

Laura Boatright
Notary Public, State of South Carolina
My Commission Expires December 15, 2031

