

## **AGREEMENT FOR PAINTING SERVICES - ANNUAL**

**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 Xcel Painting, Inc., a Florida corporation, whose address is 14620 Bald Eagle Drive, Fort Myers, FL 33912, and whose federal tax identification number is 51-0449614, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase professional painting services from the Vendor in connection with "Painting Services – Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP220507CMR on August 9<sup>th</sup>, 2022 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on October 31<sup>st</sup>, 2022; 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 3 of the Detailed Specifications section of RFP220507CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP220507CMR, as modified by its addendum, 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 on a as needed basis for one (1), three (3) year period. Upon mutual 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 initial Agreement term of three (3) years. The increments of renewal shall be at

the sole discretion of the County, as deemed in its best interest. The effective date shall be March 28<sup>th</sup>, 2023.

- 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](mailto: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. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. 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. 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.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County,

such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

- D. For 1 year from the date of County's receipt of services provided hereunder, Vendor warrants that the work provided under this Agreement under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 1 year, this warranty shall be extended to that longer duration.

#### **XV. 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 United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>		
Name:	David N Sax	Names:	Roger Desjarlais	Mary Tucker
Title:	Project Manager	Titles:	County Manager	Procurement Management Director
Address:	14620 Bald Eagle Drive, Fort Myers, FL 33912	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 561-1887	Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	N/A	Facsimile:	(239) 485-2262	(239) 485-8383
Email:	xcelpainting@gmail.com	Email:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a>	<a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

- 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. 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
  4. Vendor's Submittal in Response to the Solicitation

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

WITNESS:  
Signed By: [Signature]  
Print Name: JAMES R. TAMBLYN

**XCEL PAINTING, INC.**  
Signed By: [Signature]  
Print Name: CRITCHFIELD JRX  
Title: PRESIDENT  
Date: 11-8-2022



**LEE COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA  
BY: [Signature]  
CHAIR  
DATE: 1/18/2023

ATTEST:  
CLERK OF THE CIRCUIT COURT  
BY: [Signature]

**CHRIS JAGODZINSKI**  
DEPUTY CLERK

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:  
BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A**  
**DETAILED SPECIFICATIONS**  
**DETAILED SPECIFICATIONS**

**1. GENERAL SCOPE OF PROJECT**

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide professional painting services countywide, on an as needed basis.
- 1.2. The work shall be inclusive of all labor, materials, equipment, and incidentals required to complete execution of the work specified for each project or task order.
- 1.3. Materials and workmanship shall be in accordance with industry standards such as ASTM International.
- 1.4. The County may require additional items or services of a similar nature, including but not limited to, staining, sealing (all types), caulking, stripping, emseals, floor coating, waterproofing, minor concrete as prep work, etc. The Vendor agrees to provide such items or services and shall provide prices on such additional items or services.

**2. GENERAL REQUIREMENTS**

- 2.1. **Additional work:** If during performance of the work, additional work is determined to be required, a written quote must be provided and approved by the County before any additional work is performed.
- 2.2. **Work hours:** Work shall normally be accomplished Monday through Friday between the hours of 7:30 AM and 5:00 PM. However, there are occasions where weekend or after-hours are necessary on certain projects.
- 2.3. **Property Condition:** The Vendor shall be responsible for any damages to property as a result by the Vendor or his employees. Restoration and costs incurred by these damages shall be the sole responsibility of the Vendor and at no additional cost to the County. Conditions shall be the same or better than initially starting the project.
- 2.4. **Equipment and or space condition:** All furnishing shall be placed back in the original locations. All spaces must be cleaned and left in acceptable condition.
- 2.5. **Materials:** The County may supply materials and or equipment for use by the Vendor without affecting any provision of the contract. The County may, at its discretion, purchase material to save tax dollars. Unused paints and finishes purchase by the County shall remain the property of the County. The County may, at its discretion, pay for any necessary large rental equipment such as lifts and scaffolds. Prior authorization for any special needs equipment or rentals must be approved by the County. Material mark-up may not exceed 10%.
- 2.6. **Sub- Contracting:** No subcontracting permitted without the written approval of the County. The awarded Vendor must perform a minimum of 51% of the estimated cost of the project. All sub-contractors utilized shall be properly certified, registered and or licensed for the services performed. The Vendor has final responsibility for all Sub-Contractors performance and work provided.
- 2.7. **Related Expenses/ Travel Expenses:** All costs including travel are to be included in each project price. The County shall not accept additional costs.
- 2.8. **Workmanship/ Warranty:**

- 2.8.1. The Vendor shall warranty all work performed under this contract to be free from workmanship defects for a minimum period of one (1) year from the date of acceptance by the County or manufactured specified term, whichever is longer.
- 2.8.2. In the event that any painted surface fails to maintain its integrity during the manufacturer's warranty period due to improper installation, the Vendor shall supply all labor and materials necessary to return the surface to a condition accepted by the County. All repaired areas shall be indiscernible from adjacent non repaired areas; this may require repainting the entire surface. All warranty work shall be accomplished in a timely manner at no cost to the County.
- 2.8.3. In the event that any painted surface fails to maintain its integrity during the manufacturer's warranty period for any reason other than improper installation, the Vendor shall coordinate with the manufacturer or supplier to supply all materials necessary to return surface to a condition accepted by the County. Surface must be indiscernible from adjacent non repaired areas; this may require repainting entire surface. Materials and or supplies for warranty work shall be accomplished in a timely manner at no cost to the County. The County shall negotiate the installation with the Vendor.
- 2.8.4. The Vendor shall be responsible for the provision of the adequate and proper safety precautions for both their workers and all persons in or around the work area at all times.
- 2.8.5. All work shall conform to all existing building codes and regulations. The work must be accomplished with professional methods and standards of the trade.
- 2.8.6. The Vendor must be mindful of different security protocols at different County locations and abide by them.
- 2.8.7. All Vendor's personnel shall maintain proper and respectful demeanor around all County employees and general public by maintaining proper clothing standards, language and attitude. Vendor's employees must wear uniform or visible form of identification identifying Vendor.

### 3. DETAIL SCOPE

- 3.1. All work shall be done in accordance with the paint manufacturer's specification for each product used.
- 3.2. **Examination:** The Vendor shall examine all substrates prior to application and report any deficiencies to the County representative. Do not proceed with work until all unsatisfactory conditions have been corrected. As part of the examination, the Vendor shall inspect all surfaces for proper installation and suitable for accepting primers, putty, caulking, paints and coatings as required.
- 3.3. **Surface Conditions:** Proper adhesion is vital to the success of the system and is dependent upon the quality of the substrate to which the new coating system is being applied. For proper adhesion, all surfaces to be coated must be cleaned and free from dirt, mildew, mold, algae, grease, oils, and any loose, powdery, chalky residues that can inhibit poor bonding and adhesion.
  - 3.3.1. The Vendor is responsible for the finish of the work. Would any surface be found unsuitable to produce proper paint or sealant finish, the County representative shall be notified in writing and no material shall be applied until the unsuitable surfaces have been satisfactory.
- 3.4. **Surface Preparation:** Existing painted surfaces to be painted shall be tested for system adhesion. If the existing system is found not to be adhered to the substrate sufficiently, the existing paint shall be removed before the new paint is applied. The Vendor shall feather sand to obtain smooth edges, spot prime and let it dry. All previously painted surfaces to receive new paint shall be prepared so as to have a "like new" finish after the new paint is applied and has cured. Preparation shall include the following:

- 3.4.1. **Interior cleaning-** Wash substrates with Trisodium Phosphate or a good grease cutting detergent, as approved by County representative, and wipe dry. The Vendor shall ensure all grease and or oils has been removed.
- 3.4.2. **Exterior cleaning-** All exterior surfaces to be painted shall be properly pressured washed to remove any dirt, mildew, chalked paint, and foreign materials. All exterior surfaces to be painted shall be water blasted at 2000 PSI or more depending upon substrate conditions with a 1 part bleach mix to 3 parts water solution. The solution shall remain on surface for half-an-hour and then thoroughly rinsed with clean water. If any dirt remains, wash with non-sudsing detergent. Rinse thoroughly and allow surface to dry before painting.
- 3.4.3. **Minor cracks** in exposed block or poured concrete shall be patched with Elastomeric Patching Compound. Finished patches shall be closely matched to existing surface.
- 3.4.4. **Metal preparation-** Metals shall be mechanically hand-tooled to bright metal, treat with phosphoric acid based metal prep or converter and primed with an Industrial Acrylic Rust Inhibitive Primer, following label directions.
- 3.4.5. **Hand Scrapping-** Wire brushing or other suitable power tool cleaning shall remove any loose and scaling paint not removed by pressure washing.
- 3.4.6. **Masonry Surfaces-** All masonry surfaces are to be cleaned and bonded with Latex Surface Conditioner, white or clear prior to patching, unless otherwise specified.
- 3.4.7. **Wood Inspection-** Painted wood surfaces shall be carefully inspected for evidence of deterioration or surface imperfections.
- 3.4.8. **Final Surface Preparation-** Sandpaper any hard glossy surfaces to ensure proper adhesion. Fill nail holes, imperfections and cracks with putty. Edges, corners and raised grain shall be eased by sanding. Each coat required shall be sanded except the last.
- 3.5. **Hardware Protection:** Remove hardware and accessories such as plates, lighting fixtures, hinges, etc., that are not painted or provide surface protection prior to surface preparation or painting. Hardware and accessories shall be reinstalled by the Vendor unless otherwise specified or agreed upon.
- 3.6. **Priming and Sealing:** Primer and sealers shall be applied exactly as specified on the data sheet or product label and shall only be thinned where indicated. Do not prime or seal areas that are damp or wet and when rain is imminent. The use of moisture meter is required when surfaces are of questionable moisture content.
- 3.7. **Patching and Caulking:** All door jambs, baseboards, and interior window casings shall be properly caulked with Acrylic Siliconized Latex Caulk unless otherwise specified or specifically excluded. Minor puttying and filling may be necessary on trim and door jambs.
- 3.7.1. The Vendor shall use urethane caulk on all exterior surfaces unless directed otherwise. All construction joints, expansion joints, window and door perimeters shall be carefully inspected for caulking deterioration, loss of adhesion, cracking or loss of properties.
- 3.7.2. **Failing caulking** shall be removed and the area cleaned prior to re-caulking to assure desired adhesion to both surfaces. Where existing caulking is removed, a Neoprene rope shall be installed as a back-up surface to ensure proper sealant compaction. A Neoprene rope shall be installed as a back-up surface if openings are more than ¼ inch.

- 3.7.3. Prior to commencing the painting operation, the Vendor shall repair all existing exterior defective caulking and defective building joints, as well as new openings.
- 3.7.4. All masonry cracks of hairline nature or less shall be patched with Elastomeric Patching Compound. Masonry crack of more than 1/8 inch in width shall be cut out, cleaned, Neoprene rope installed, filled with one part Polyurethane Sealant to meet Federal Spec. TT-S-00230C, Type II, Class A, USDA and FDA approved. It must also match adjacent surfaces in texture and uniformity.
- 3.7.5. All applications of Elastomeric Patching Compound shall result in 1/8-inch buildup of material over the cracked areas and feathered and textured into adjacent surfaces. Sound out all masonry cracks to determine bond to substrate. If hollow sound or disbanding is present, remove loose substrate and prime with concrete-to-concrete primer. Apply concrete patching material in void and finish with Elastomeric Patching Compound to match adjacent substrate in texture and uniformity. Remove all tape, patching compound, caulking or sealant in any previously patched areas and re-patch and repaint as specified.
- 3.8. Coating Applications:** The Vendor shall check to verify that the coating is of proper color. Proper measures shall be taken to ensure surrounding areas are properly protected by any appropriate means. The Vendor shall ensure any vehicles, boats, etc are parked sufficiently distant, or are covered, so there are no splatter or drips.
- 3.8.1. Do not coat in high winds or if rain is imminent.
- 3.8.2. Use and maintain quality installation tools such as brushes, rollers, airless sprayer tips, etc.
- 3.8.3. All coatings shall be applied to specific dry film thickness indicated by the paint manufacturer of the product being applied.
- 3.8.4. All coatings shall be applied to full opacity without runs, sags, pinholes, lap marks, etc.
- 3.8.5. A second top coat of material shall be applied to all substrates where necessary to obtain complete hiding.
- 3.9. Periodic and Final Cleanup:** Upon completion of the work and before acceptance and final payment is made, the Vendor shall clean and remove from the premises all surplus and discarded materials, rubbish, and temporary structures.
- 3.9.1. All property, public and private, which has been damaged during the execution of the work shall be restored in an acceptable manner and the Vendor shall leave the work area in a neat and presentable condition.
- 3.9.2. All buildings and grounds shall be left in the same or better state of cleanliness as was found before job commenced. The Vendor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish or any debris resulting from the painting process.
- 3.9.3. The Vendor shall leave all worksites in a neat orderly fashion at the end of each workday.

End of Detailed Specifications

## **SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

### **1. BASIS OF AWARD**

1.1. The County intends on awarding to a pool of responsive and responsible Proposers(s) meeting the requirements herein based on the evaluation criteria.

### **2. MASTER AGREEMENT/ AUTHORIZATION TO WORK**

2.1. This is a "Master", which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted by the issuance of a Purchase Order (PO), by the requesting department, division, or other governmental entity. No amount of work is guaranteed. This contract does not entitle any Vendor to exclusive rights to County contracts. The County reserves the right to perform all the available required work in-house or by any other means it so desires.

2.2. The County reserves the right to add or delete, at any time, any or all tasks or services associated with this Agreement.

### **3. SINGLE PROJECT AWARD**

3.1. Project or task orders must not exceed \$300,000.00.

3.2. Any project or task order for the amount of \$25,000.00 or less may be awarded to the Vendor holding a valid contract under this solicitation, with the lowest unit prices, able to meet the required schedule.

3.3. Any project or task order over \$25,000.01, but less than \$300,000.00, the County will request quotes from a minimum of 3 awarded Vendors holding a valid contract under this solicitation. The Vendor with the lowest price and that can meet the schedule will be awarded the project or task order.

3.4. All project or task orders will use the purchase order as a notice to proceed (NTP). The start date or the number of days to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order will default as the NTP start date.

3.5. The County reserves the right to select any Vendor to whom a multiple- vendor award has been made.

3.6. The County reserves the right to solicit separately and competitively any, and all job estimated greater than \$300,000.00.

### **4. LOCAL PREFERENCE**

4.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

### **5. MANUFACTURER'S WARRANTY**

5.1. When a paint manufacturer provides a specification for surface preparation and material application, the manufacturer's specifications will supersede the general specifications included in this document. It shall be the Vendor's responsibility to follow the manufacturer's specifications if applicable, when preparing surface and material application.

End of Special Conditions



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: August 18, 2022

Solicitation No.: RFP220507CMR

Solicitation Name: Painting Services - Annual

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. ARTICLE REVISION

a. TAB 2: **Company Relevant Experience & Reference**

Provide details of a ~~minimum~~ **maximum** of three (3) projects similar in scope and size, demonstrating the ability to service facilities up to seven (7) stories in height, that your firm has completed recently.

2. QUESTIONS/ANSWERS

1.	I went to the site and there is no list of what needs to be submitted. Please send me to the site or send me the information directly.
Answer	<b>You can find the solicitation documents on the following link: <a href="https://www.leegov.com/procurement/projects/open-projects/project?fid=5915">https://www.leegov.com/procurement/projects/open-projects/project?fid=5915</a> Click on download documents in order to obtain solicitation documents.</b>
2.	I have just downloaded the documents for the Painting Services Contract. Can you tell me what the Document Holders List represents?
Answer	<b>The Document Holders List provides the name of Vendors who have reviewed and/or downloaded the solicitation documents.</b>
3.	Regarding Tab 2 - Company Relevant Experience and Reference. I do not see a Relevant Experience form in the packet. Is the relevant experience included as part of the reference form? Looking at the paperwork from 5 years ago it was two separate forms.
Answer	<b>There is no form for Tab 2. Tab 2 refers to your firm's experience and relevance in respect to similar scope and demonstrating ability to service up to 7 stories in height. Please review the information regarding Tab 2 on page 21 of the solicitation documents.</b> <b>Form #3- Reference Survey Form is a separate form and should be included in Tab 6. Please refer to instructions regarding Form #3 on page 24 of the solicitation documents.</b>

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.

*Carolina Rodriguez*  
 Carolina Rodriguez  
 Procurement Analyst Direct Line: 239-533-8858  
 Lee County Procurement Management



**EXHIBIT B  
FEE SCHEDULE**

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any PO issued hereunder.

## EXHIBIT C INSURANCE REQUIREMENTS



### 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."*



**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. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**
  - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.***

**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 insure 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: 11/9/2022 Signature: [Signature]  
STATE OF FL Name/Title: GRATCHAN SAX, PRESIDENT  
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 4 day of November, 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: FL Drive License  
Type of Identification

[Stamp/seal required] Signature, Notary Public: [Signature]

 **Brett Fredrickson**  
State of Florida  
My Commission Expires 11/07/2024  
Commission No. HH 54053