



THE COLLEGE OF THE FLORIDA KEYS

Invitation to Bid (ITB)

For

Pool Resurfacing (Key

West Campus)

Contract ID# 3004

ITB 2024-02

ITB Due Date – April 29, 2024 - 3:00 PM

Opening – April 30, 2024 - 1:00 PM

Purchasing Department,
5901 College Rd.
Key West, FL 33040
(305)-809-3268,

To: All Bidders
From: Lucas Torres-Bull, Manager, Purchasing
Subject: ITB (Invitation to Bid) #2024-02
Bid Title: Pool Resurfacing (Key West Campus)

You are invited to submit a sealed bid subject to the terms, conditions, and specifications contained herein and are hereby made part of this invitation.

Sealed bids for ITB #2024-02 Pool Resurfacing (Key West Campus) for The College of the Florida Keys (CFK) will be received at the Purchasing Department at The College of the Florida Keys, 5901 College Road, Key West, Florida 33040, no later than 3:00 PM Monday, April 29, 2024. Bids will be opened publicly on Tuesday, April 30, 2024, at 1:00 PM in room A105.

Bids are to be received in sealed envelopes plainly marked POOL RESURFACING (KEY WEST CAMPUS) #2024-02, and it must include the Bidder's name. An Invitation to Bid submittal, consisting of five (5) copies of the Bid Documents, as well as one (1) digital copy on a USB flash media drive in PDF format, will be accepted until 3:00 PM on Monday, April 29, 2024, at the Purchasing Department, 5901 College Road, Key West, Florida 33040.

Bidders are fully responsible for obtaining the complete solicitation, addenda (if applicable), notices of public meetings, and other information by visiting our website:

<https://www.cfk.edu/community-resources/bids-solicitations/> and <https://www.demandstar.com>

CFK reserves the right to reject all bids that are not deemed in its best interest or in compliance with specifications. CFK also reserves the right to waive any irregularities in said bids or to cancel the bid in its totality.

If you have questions regarding this ITB, email Lucas Torres-Bull at purchasing@cfk.edu. Questions will be accepted until 1:00 PM, April 17, 2024. Should you require a fully accessible version of this document, call or email Lucas Torres-Bull at (305)809-3268, purchasing@cfk.edu.

Late or incomplete submissions will not be accepted.

GENERAL CONDITIONS

1. **Execution of Bid-** Your bid must contain the signature of an authorized representative of your firm in the space provided on the last page of the quotation sheet.
2. **Prices Quoted-** Deduct trade and quantity discounts and quote firm net prices, F.O.B The College of the Florida Keys, uncrated and installed, ready to use.
 - a. Taxes- Federal Excise and Florida State Taxes are not applicable and must not be included in your price. Exemption numbers will be shown on the purchase order.
 - b. Discounts- Bidders are urged to compute all discounts for prompt payment into the net price as mentioned above, with terms of payment to be net 30 days.
3. **Special Conditions-** Any conditions you may wish to make part of your bid should be submitted by separate letter with notes thereof on the quotation sheet in the space provided as “Exceptions.”
4. **Mistakes** – Bidders are expected to examine the specifications, delivery schedule, and all other instructions pertaining to the equipment, supplies, and/or services requested on this bid form; failure to do so will be at the Bidder’s risk.
5. **Conditions and Packaging-** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped as a result of this bid shall be new and in first-class condition. All containers shall be new and suitable for storage or reshipment, and prices quoted include standard commercial packaging customary in the industry.
6. **Underwriters Laboratories (UL)-** All manufactured items and fabricated assemblies of electrically operated equipment shall carry UL approved or re-examination listing where such has been established for the type(s) of devices offered and furnished.
7. **Samples-** Samples of items, if required, must be furnished free of expense and, if not destroyed through testing, will, upon request, be returned at the Bidder’s expense. A request for the return of samples must be made within ten (10) days after the bid opening date. Each sample must be labeled with the Bidder’s name, bid number, and item number.
8. **Delivery-** The Bidder is responsible for all deliveries.
9. **Nonconformance to Specifications-** Items furnished as a result of this bid and delivered to the College must meet or exceed the specifications indicated on the quotations sheet. Items not conforming to specifications may be rejected and returned at the Bidder's expense. Items not delivered in accordance with specifications and/or general conditions of this bid concerning the quantity, quality, delivery schedules, etc., may be purchased on

the open market, and any increase in cost over the bid price shall be the basis of a claim against the successful Bidder.

10. **Awards-** The District Board of Trustees of The College of the Florida Keys may, as the best interest of the institution dictates, waive any minor irregularity in bids received. The purchase order, when issued and furnished to the successful Bidder, shall result in a binding contract without further action by either party.
11. **Additional Quantities-** Additional quantities may be ordered at prices quoted in the bid response within ninety (90) days from the bid opening date unless the bid is qualified by the statement "Bid is For Specified Quantity Only."
12. **Bid Opening-** Bid opening shall be public, on the date and the time specified on the cover sheet. All bids received after that time shall be returned unopened.
13. **Specifications information-** If you require additional information, address your request

To: The College of the Florida Keys

Department of Purchasing

5901 College Road

Key West, FL 33040

Such information must be requested prior to the bid opening.

14. **No Bid Response-** The general conditions above are in addition to the instructions on the cover sheet. If you are not submitting a bid, please return the cover sheet marked: "No Bid" and explain your reason for not bidding. If no response is received, the College will assume you are not interested in future bidding.
15. **Performance Standards-** All work shall be performed by competent and skilled craftsmen. Labor crews shall be under the direct control of a single foreman designated at the beginning of the work and skilled in reading blueprints and coordination between office and job. The Bidder shall review plans and specifications with the job foreman to ensure a complete understanding of the project.
16. **Insurance Requirements-** The College of the Florida Keys requires that all insurers:
 - Be licensed or approved to do business within the state of Florida.
 - Write required insurance on an "occurrence" basis (professional liability and pollution liability are acceptable written on a "claims-made" basis).
 - Name The College of the Florida Keys and its District Board of Trustees, officers, employees, agents, and volunteers as "Additional Insureds" on general liability and

other policies as specified by the contract.

- Possess a minimum A.M. Best's Insurance Guide rating of A VII. A.M. Best rating is composed of two parts: the letter denotes the company's financial strength level, and the Roman numeral denotes financial size. Please visit <http://www.ambest.com/home/ratings.aspx> for further explanation and to look up insurance company ratings.

The College of the Florida Keys requires certificates of insurance providing proof of insurance prior to commencement of work. All policies are to include the following:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage or self-insurance carried by The College.
- The College of the Florida Keys (CFK), MONROE COUNTY (the County), and the Tourist Development Council (TDC) shall be named as additional insured on all policies except for workers' compensation.
- A waiver of subrogation on all insurance policies shall be in favor of The College of the Florida Keys.
- A 30-day notice of cancellation, suspension, or voided coverage must be given to The College. Such notice shall be sent directly to The College of the Florida Keys. If any insurance company refuses to provide the required notice, the Bidder(s) or its insurance broker shall notify The College of the Florida Keys of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Workers' Compensation Insurance: Required for all employees directly employed by the Bidder(s), as required by Chapter 440, Florida Statutes, for work under this Contract. Workers' Compensation Insurance shall meet the requirements of the "Florida Workers' Compensation Law". Coverage must include Employers Liability and the minimum amount of insurance shall be \$1,000,000 each accident, \$1,000,000 policy limit for disease and \$1,000,000 disease each employee.

Automobile Liability Insurance: Shall protect the Bidder(s) performing work covered by this Contract from claims for damages for personal injury, bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations be by himself or any subcontractor, or by anyone directly or indirectly employed by either of them. The minimum amount of such insurance shall be \$1,000,000 combined single limit per occurrence.

Commercial General Liability Insurance: Shall protect the Bidder(s) performing work

covered by this Contract from claims. For damages for personal injury, bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations by himself or any subcontractor, or by any directly or indirectly employed by either of them. The minimum amount of such insurance shall be: \$1,000,000 per occurrence.

The Bidder(s) liability policy shall provide "XCU" (Explosion, Collapse and Underground Damage) coverage for those classifications in which they are included. Bidder(s) general liability coverage shall include comprehensive general liability, contractual liability, and products and completed operations liability. Completed operations and products liability shall maintain for a period of two years after final payment. Broad Form Property Damage shall be required on Bidder(s)'s commercial general liability, so that completed operations coverage extends to work performed by the Bidder(s).

- Builders Risk or Installation Floater Insurance: Bidder(s) shall purchase and maintain in effect a completed value builder's risk policy issued by a carrier approved in Florida carrier in an amount equal to the full-completed value of the project. Such insurance shall be issued on an all-risk form including wind, flood, earthquake, and soft costs. Bidder(s) shall be responsible for any deductible amounts. The College of the Florida Keys shall be named as additional insured and loss payee.

The College shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy required of the Bidder(s). The payment of such deductible shall be the sole responsibility of the Bidder(s) and/or subcontractor providing such insurance.

Bidder(s) shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:

\$1,000,000 Each Occurrence

\$3,000,000 Aggregate

A copy of the policy shall be filed with The College, with the signed construction contract. This insurance shall include the interests of The College, the Bidder(s), and subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under all risk insurance or otherwise provided in the contract documents, the Bidder(s) shall affect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an application for payment. Coverage of perils of fire, vandalism, malicious mischief, and those included in extended coverage in the amount of one hundred (100%) percent of

the values at risk.

- Umbrella or Excess Liability: \$4,000,000 per occurrence/\$4,000,000 aggregate limit – contractor and subs
 - Professional Liability for Primary Consultants and Design/Build Liability: When operations or activities under the contract involve any type of design work, professional liability coverage shall be maintained by Bidder(s) covering wrongful acts, errors or omissions of Bidder(s) with a \$4,000,000 per occurrence and \$4,000,000 aggregate limits. Bidder(s) must keep the policy in force for three years after project completion. Suggest requiring that proof of coverage be provided up to the statute of repose after project completion.
 - If Commercial General Liability policy excludes pollution, Bidder(s) Pollution Liability policy is required with a \$1,000,000 per occurrence and annual aggregate limit.
 - In case any work is sublet, the Bidder(s) shall require the subcontractor similarly to maintain the same insurance as stated in items 1, 2, 3, 6, and 7 above unless such employees are covered by the protection afforded by the Bidders(s).
 - Responsibility of Bidder- The Bidder shall be responsible for securing all necessary licenses and permits and shall comply in all ways with state, federal, local, and tribal codes.
 - Conflict of Interest- The bid is subject to the provision of Chapter 112, Florida Statutes. All Bidders must disclose, with their bid, the name of any officer, director, or agent who is also employed by The College of the Florida Keys. Further, all Bidders must disclose the name of any employee or agent of the College who owns, directly or indirectly, an interest of five percent (5%) more in the Bidder's firm or any of its branches.
17. **Attorney's Fees-** In the event the Bidder breaches this contract or the specifications, and the College is required to take legal action to resolve the breach or to recover any monies which may be due hereunder, then, and in those events, the Bidder shall pay all costs for such legal action or collection, including a reasonable attorney's fee.
18. **Disqualification-** The College reserves the right to disqualify bids, before or after opening, upon evidence that the Bidder is not qualified by experience, is not in a position to do the work specified in the time allotted, or upon evidence of collusion with intent to defraud, or other illegal practice.
19. **Identical Tie Bids-** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal concerning price, quality, and

services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

20. **Bid Protest Procedures-** Bid tabulations with recommended awards will be posted for review by interested parties and will remain posted for a period of 72 hours. A written notice of protest must be filed with the Purchasing Department within 72 hours (Saturdays, Sundays, and Legal holidays excluded) after the posting of the recommended awards. The protesting Bidder shall file a formal written protest within ten (10) days of filing the notice of protest. Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
21. **Payment-** Payment shall be made on a schedule mutually agreed upon between the parties. The Bidder shall be paid upon submission of properly certified invoices to The College of the Florida Keys at the prices stipulated on the Invitation to Bid, at the time the order is placed, after services/goods are rendered. Failure to follow these instructions may result in a delay in processing invoices for payment.
22. **Lobbying-** Any purchase order entered into under this solicitation will provide that the awarded Bidder may not use funds from grants and aid appropriations to lobby the Legislature or a state agency.
23. **Use of College Logo-** Use by one party of the other's name, logo, or other copyrighted material will be subject to the express written permission of the holder thereof.
24. The College of the Florida Keys shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of any contract entered into under this Invitation to Bid (ITB).
25. The Bidder certifies that these goods and/or services were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
26. Any Bidder or subcontractor who the College awards a contract must comply with F.S. 775.21 relative to the registration of any employee who is a convicted sexual offender or predator.
27. The Bidders shall abide by the College's policy, which prohibits the manufacture,

distribution, dispensation, possession, or use of a controlled substance or the unlawful possession and unlawful use of alcohol on its campus or other College-owned or controlled property or as a part of any of its activities. Furthermore, Florida Statutes, Chapter 893-147 prohibit the use, possession, manufacture, delivery, or advertisement of drug paraphernalia.

28. The College of the Florida Keys hereby announces its intention to make a single award pursuant to Invitation to Bid (ITB) #2024-02. This award will be granted to the bidder demonstrating the capability to adhere to project deadlines while offering the most competitive and responsive bid in accordance with the requirements outlined by the College.
29. All Bidders must complete all forms and include the completed forms in their respective bid packets.
30. **Addenda** - Any addenda issued before the opening of the ITB to change the specifications of this ITB or related documents or clarify the meaning of the same shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to the Bidder at the office of The College of the Florida Keys Purchasing Department and posted on The College of the Florida Keys website at <https://www.cfk.edu/community-resources/bids-solicitations/>, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The College of Florida Keys Purchasing Manager emails addenda to all known prospective bidders, but no guarantee can be made that the addendum will be received.
31. **License**- In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing construction services shall be licensed in the State of Florida for that activity. This license requirement includes general and subcontractors. The successful bidder shall be required to submit a list of all subcontractors to be involved in the project with applicable license numbers, including a photographic copy of current license certificates. Submittal of proof of license shall be made with and as part of the signed contract. The Bidder shall submit proof of licensure with the Bid Packet. Failure to submit the required proof of license shall cause the College of the Florida Keys to reject the bid as non-responsive and award the bid to the second lowest qualified Bidder. Bidder warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits, whether federal, state, county, or city. Contractor warrants that it shall have,

prior to commencement or work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

32. **Warranty-** The warranty herein guarantees the proper operation of all structures, components, and systems constructed or installed by the Bidder for one year after the date of substantial completion. If within the guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the College is rendered necessary as the result of the use of materials, equipment, or workmanship which are defective or inferior or not in accordance with the terms of the Contract, the Bidder shall, promptly upon receipt of notice from the College, and without expense to the College, proceed to: Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and make good all damages to the structure or site, or equipment or contents thereof which, in the opinion of the College are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance Indemnification- To the fullest extent permitted by law, the Bidder shall indemnify, hold harmless and defend the College, its trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this agreement, provided that same is caused by the negligence, recklessness, or intentionally wrongful conduct of the firm or other person used by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College outlined in Section 768.28, Florida Statutes.

33. **Employment of Unauthorized Aliens-** EMPLOYMENT ELIGIBILITY / E-VERIFY COMPLIANCE. By entering into a contract with the College, the Bidder is obligated to comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder will provide appropriate evidence, upon request, of enrollment to the College, and the Bidder will maintain a copy of such subcontractor affidavits for the duration of its Purchase Order (PO) with the College. The Bidder affirms and represents that it is registered with the E-Verify system and is using the

same, and will continue to use the same as required by Section 448.095, Florida Statutes. The College may unilaterally cancel the PO if the College has a good faith belief that the Bidder is not in compliance with Section 448.095, Florida Statutes. This termination is not a breach of contract and may not be considered as such. The Bidder will be liable for any additional costs or expenses incurred by the College because of such termination of a PO.

All Bidders awarded contracts that require contractors, workers, or subcontractors to perform services on College facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the Bidder, or person fingerprinted. In accordance with the legislative mandate set out in sections 1012.32, 1012.465, and 435.04, Florida Statutes (2005), as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, the Bidder agrees that all of its employees and subcontractors, including employees of subcontractors, who provide or may provide services under this Invitation to Bid have completed all background screening requirements pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

34. **Anti-Discrimination-** Bidder agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment and to abide by all federal and state laws and regarding non-discrimination.
35. **Anti-Kickback-** Bidder warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no employee or officer of the bidder has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. Bidder acknowledges that it is aware that funding for this project agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funds

for the project.

36. **Right to Audit-** Bidder shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.
37. **HOLD HARMLESS/INDEMNIFICATION-** Bidder acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of the Bidder in the performance of the terms of this agreement. The Bidder shall immediately give notice to the County of any suit, claim, or action made against the Bidder that is related to the activity under this agreement and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.
38. **NONDISCRIMINATION-** The County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7)

The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse The College of the Florida Keys Aquatics Center Pool Resurfacing FY 2024 Capital Project Funding Contract ID# 3004 9 patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

39. Non-Mandatory Pre-Bid Meeting- Note that the College is going to offer a Non-Mandatory Pre-Bid Meetings for bidders to review the work site prior to providing a bid to the College. This Non-Mandatory Pre-Bid Meeting is set to take place on April 12, 2024, at 12:00 PM EDT, on the Key West Campus. Please email lucas.torresbull@cfk.edu, if you plan on attending the pre-bid meeting.

SCOPE OF WORK

PROJECT DESCRIPTION:

The College of the Florida Keys requests your bid for providing all labor, materials, and necessary support equipment for the Pool Resurfacing Project that is scheduled to take place on the Key West Campus. The work described in ITB 2024-02 must commence and end within the timeframe identified in this bid, which is June 11, 2024 (construction starts) to July 22, 2024 (construction ends).

The Project involves the resurfacing of the existing pool to enhance its aesthetics, functionality, and safety. Some key elements of this project include but are not limited to, replacing old “No Dive tiles and depth tiles” with new ones, as well as applying a Diamond Brite surface to the pool. Other key elements of this project are listed below:

- 1) Drain and dewater the pool to an appropriate level for resurfacing and replace edge tiles. Also, thoroughly clean the pool interior to remove any debris, algae, or other contaminants.
- 2) Install frames and grates where needed.
- 3) Prepare surface, including pressure cleaning, notch cut around fixtures and hammer materials to feather surface, waterproof fixtures. This can also include repairing any cracks or imperfections in the pool surface. This will ensure a smooth and uniform application of the new finish.
- 4) Replace/restore lap lane tile with unglazed nonskid flooring tiles.
- 5) Install new “No Dive” tiles around the perimeter of the pool according to safety and regulations and manufacturer guidelines. Also, replace the depth tiles at the appropriate intervals to ensure accurate depth marking for swimmers.
- 6) Upgrade wet edge.
- 7) Resurface pool and apply Diamond Brite surfacing materials to the pool interior according to manufacturer specifications. Also ensure proper mixing and application of the materials to achieve the desired color and texture, requested. Please allow sufficient time for the Diamond Brite surface to cure properly.
- 8) Fill the pool with water and balance chemical levels to maintain water quality and conduct through testing to ensure the pool is safe for use and meets all relevant standards and regulations.

The cleanup and site restoration, plus final inspection and handover, must address the following:

- 1) Remove and debris or waste generated during the project.
- 2) Clean surrounding area to remove any residue or overspray from the resurfacing materials.
- 3) Restore landscaping or other features affected by the project to their original condition and location.
- 4) Conduct a final inspection of the completed project to verify quality and compliance with specifications.
- 5) Provide the client with instructions for ongoing maintenance and care of the newly resurfaced pool.

Pool Dimensions: 4500 Surface, 6255 TIA, 270 per, 4'-9', 75 x 60

NOTE: This scope of work is subject to customization based on specific project requirements and conditions. All work should be performed by qualified professionals adhering to industry best practices and safety standards.

Appendix A

(FORMS FOR SUBMISSION)

BID SUBMITTAL CHECKLIST

To assure that your bid complies with bid requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your bid packet. Additional and/or supporting forms/items may be required under the terms of this ITB specifically for the Bidder. It is the Bidder's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the bid packet.

Failure to complete and return the required forms/documentation in the bid packet submission may result in the bid being non-responsive and not considered for award.

- _____ Five (5) Copies of the Bid Proposal
- _____ One (1) Copy of the Bid Proposal Digital Copy USB flash media (PDF)
- _____ Acknowledgment and Contact Summary Form
- _____ Reference Form
- _____ Bid Price Sheet
- _____ Affidavit Form
- _____ Public Entity Crime Form
- _____ Drug-Free Workplace Form
- _____ E-Verify Form
- _____ Copies of Business License, Workers' Compensation Insurance, General Liability Insurance

Acknowledgment & Contact Summary

SUBMIT BIDS TO: The College of the Florida Keys Attn: Purchasing Department 5901 College Road Key West, FL 33040 (305) 809-3268	INVITATION TO BID (ITB) Acknowledgment & Contact Summary POSTING OF BID TABULATIONS: Bid tabulations with recommended awards will be posted for review by interested parties and will remain posted for a period of 72 hours. Failure to file a protest within 72 hours prescribed in s. 120.57(3), F.S., shall constitute waiver of proceedings under Chapter 120, F.S.
BID NUMBER & TITLE: ITB # 2024-02 Pool Resurfacing (Key West Campus)	
Bid Due Date: Monday, April 29, 2024, 3:00 PM	Bid Opening Date: Tuesday, April 30, 2024, 1:00 PM
Purchasing Manager: Lucas Torres-Bull	AGENCY MAILING DATE: _____
BIDDER NAME:	WEB ADDRESS:
MAILING ADDRESS:	DELIVERY DATE WILL BE _____ DAYS after receipt of Purchase Order.
CITY- STATE- ZIP :	CASH DISCOUNT TERMS:
PHONE #: () 	REASON FOR NO-BID:
TOLL FREE #: () 	
FAX #: () 	
<p style="text-align: center;">Bidder(s) NUMBER</p> It is imperative that the Bidder furnish its Federal Employer ID Number (FEIN) in the space provided below. Failure to do so will prevent the processing of Purchase Orders to Bidders doing business with the College for the first time. FEIN # _____ <p style="text-align: center;">FILL IN A 9-DIGIT NUMBER HERE</p>	MY FIRM IS A FLORIDA CERTIFIED MINORITY BUSINESS ENTERPRISE: <input type="checkbox"/> YES <input type="checkbox"/> NO MY FIRM IS A FEDERALLY CERTIFIED MINORITY BUSINESS ENTERPRISE: <input type="checkbox"/> YES <input type="checkbox"/> NO
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm , or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the invitation to bid, hereinafter referred to as ITB, including but not limited to certification requirements. In submitting a bid to an agency for the State of Florida, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign, or transfer to the State of Florida all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti- Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by the State of Florida. At the College's discretion, such assignment shall be made and become effective at the time of the College tender's final payment to the Bidder.	
_____ AUTHORIZED SIGNATURE	TITLE AND DATE:
_____ AUTHORIZED SIGNATURE	E-MAIL:

References

Bidder's Name: _____

Reference No. 1

Company Name:	
Location (City, State):	
Date of Project Completion :	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 2

Company Name:	
Location (City, State):	
Date of Project Completion :	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 3

Company Name:	
Location (City, State):	
Date of Project Completion :	
Contact Person:	
Contact Number:	
Email Address:	

BID PRICE SHEET

LOCATION

Key West Main Campus

5901 COLLEGE RD.
KEY WEST, FL 33040

**TOTAL BID PRICE/NOT TO EXCEED
(Project budget \$250,000.00):**

\$ _____

Check box if bidder can complete work during the requested timeframe: Project start date, June 11, 2024. Project completion date July 22, 2024.

Exceptions must be submitted by separate letter.

The College of the Florida Keys

PAYMENT DISCOUNTS _____
(IF ANY)

BIDS SUBMITTED BY: _____

FEDERAL TAX I.D. NUMBER

FIRM OR ENTITY NAME

ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE NUMBER/FAX NUMBER

TYPED AND PRINTED NAME OF:

REPRESENTATIVE

SIGNATURE

Prices are to be a fixed price and include provision of all labor, equipment, tools, consumables, maintenance, permits, liability insurance, builder's risk insurance, training manuals, and services necessary and/or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents associated with the materials to be provided by the College. The College will not be liable for any costs beyond those proposed herein and awarded.

**AFFIDAVIT FORM
NOTICE TO PROFESSIONAL CONSULTANTS**

**THE COLLEGE OF THE FLORIDA
KEYS RFQ 2024-02
Pool Resurfacing (Key West Campus)**

SUBMITTAL DUE DATE: April 29, 2024 / 3:00 PM EST

I understand that the Submittal is due no later than the due date and time as stated above and that it is my responsibility for the Submittal and all required documents to be received by The College of the Florida Keys prior to this date and time. I certify that this Submittal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Submittal for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this submittal for the respondent and that the respondent is in compliance with all requirements of the application, including but not limited to certification requirements. In submitting an application to The College of the Florida Keys, the respondent offers and agrees that if the Submittal is accepted, the respondent will convey, sell, assign or transfer to The College of the Florida Keys all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the U.S. and the State of Florida for price fixing relating to the particular commodities purchased or acquired by The College of the Florida Keys. At The College of the Florida Keys discretion, such assignment shall be made and become effective at the time The College of the Florida Keys tenders final payment to the respondent.

Manual Authorized Signature: _____

Printed Authorized Name & Title: _____

Company Name: _____

Federal Employer ID #: (9 digits) _____

Address: _____

City, State, Zip: _____

Phone: _____ Toll Free # _____

Fax #: _____

Email Address: _____

Is your firm a Florida Certified Minority Business? _____

Public Entity Crimes

THE COLLEGE OF THE FLORIDA KEYS

ITB 2024–02 Pool Resurfacing (Key West Campus)

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

(print name of the public entity)

By

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

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

Sworn to and subscribed before me on this day of _____ 2024.

Personally known

OR Produced identification _____ Notary Public - State of _____

My commission expires _____ (Type of identification)

(Printed, typed, and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a firm, sub firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted firm list.

DISPUTES DISCLOSURE FORM

Please answer the following questions: **Yes** or **No**. If you answer yes to any of the questions, please provide a full explanation below the question.

- 1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last five (5) years? _____

- 2. Has your firm or any member of your firm been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

- 3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved?

I hereby certify that all statements made are true and agree and understand that any misstatement or, misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name

Date

Authorized Signature

Title

DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, preference must be given to the Bidders submitting a certificate of a drug-free workplace. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS

Whenever two or more bids, which are equal with respect to price, quality, and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

Does: _____

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business 's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plead of guilty or nolo contendere to, any violation of Chapter 1893 or any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Signature

Date

Pool Resurfacing (Key West Campus) – ITB #2024-02

THE COLLEGE OF THE FLORIDA KEYS E-VERIFY
AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The College of the Florida Keys to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The College of the Florida Keys requires all vendors who are awarded contracts with the College to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit, you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____, who, being personally known or having produced
_____ as identification, and after first being sworn by me, affixed
his/her signature in the space provided above on this _____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

Commission expires:

STAMP/SEAL: