



VCU Procurement Services

February 8, 2022

Attn: Thomas Bowles, Jr.
Pool Crafters, LLC
3805 Talley Road
Richmond, VA 23228

RE: Contract #: 7716403EC01 /C0000241
Renewal: 4 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Mr. Bowles:

Your firm's contract with Virginia Commonwealth University (VCU) for pool supplies and services expires on March 11, 2022. VCU intends to exercise the renewal of this contract in accordance with Contract No.: 7716403EC01 at the same price, terms and conditions. If you elect to renew this contract, please fill out the information noted below.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: (March 12, 2022 through March 11, 2023).

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Would your firm be able to offer VCU an early payment discount? Yes No

If yes, please indicate the early payment discount: % Discount_Net (15 days minimum)

Will this apply to future purchases? Yes No

Please return this document to me no later than February 11, 2022. Please email your response to me at ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,

Earlene Charity, CUPO
Senior Buyer

Contract:# 7716403EC01 / C0000241

RESPONSE:

Pool Crafters, LLC.
Name of Firm

Thomas Bowles
Signature

Thomas Bowles Jr.
Name Printed

Store Manager
Title

02/11/2022
Date

VCU Pricing

(3/12/2022-3/11/2023)

Set Prices (Chemicals)-

- Acid Magic- \$145.00
- Acid Magic, 5 Barrels - \$725.00
- Aquaperl (Pallet of 60)- \$929.40
- 50lb Granular Chlorine 68% Calcium Hypochlorite- \$150.57
- Cal-Hypo tablets 3" - \$206.78
- Cal-Hypo tablets 3" (Pallet of 18)- \$3722.04
- Sodium Bisulfate 50lb - \$40.53
- Sodium Thiosulfate 50lb - \$105.20
- Sodium Bicarb 50lb - \$38.70
- Calcium Chloride 50lb - \$35.05

Set Prices (Labor/drain and cleans)-

- Hourly Labor Rate - \$100/Technician
- Emergency Hourly Labor Rate - \$160/Technician
- Cary Street Gym Activity pool & Leisure pool drain and clean - \$10,480.00
- MCV Campus Aquatic Center pool drain and clean - \$6,066.00

Delivery-

- To Cary Street Gym - \$50 for orders under \$1,000



VCU Procurement Services

January 25, 2021

Attn: Thomas Bowles, Jr.
Pool Crafters, LLC
3805 Talley Road
Richmond, VA 23228

RE: Contract #: 7716403EC01
Renewal: 3 of 4

Dear Mr. Bowles:

Your firm's contract with Virginia Commonwealth University (VCU) for pool supplies and services expires on March 11, 2021. VCU intends to exercise the renewal of this contract in accordance with Contract No.: 7716403EC01 at the same price, terms and conditions. If you elect to renew this contract, please fill out the information noted below.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: (March 12, 2021 through March 11, 2022).

Pricing remains the same as the previous contract period.

- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than February 5, 2021). Please email your response to me at ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,

Earlene Charity
Earlene Charity, CURO
Senior Buyer

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Contract:# 7716403EC01

RESPONSE:

Pool Crafters, LLC.

Name of Firm

Thomas Bowles

Signature

Thomas Allen Bowles Jr.

Name Printed

Store Manager

Title

02/05/2021

Date

VCU Pricing

(3/12/2021-3/11/2022)

Set Prices (Chemicals)-

- Acid Magic- \$140.00
- Acid Magic, 5 Barrels - \$700.00
- Aquaperl (Pallet of 60)- \$929.40
- 50lb Granular Chlorine 68% Calcium Hypochlorite- \$118.37
- Cal-Hypo tablets 3"- \$142.55
- Cal-Hypo tablets 3" (Pallet of 18)- \$2565.90
- Sodium Bisulfate 50lb - \$34.04
- Sodium Thiosulfate 50lb - \$49.97
- Sodium Bicarb 50lb - \$33.30
- Calcium Chloride 50lb - \$27.72

Set Prices (Labor/drain and cleans)-

- Hourly Labor Rate - \$90/Technician
- Emergency Hourly Labor Rate - \$150/Technician
- Cary Street Gym Activity pool & Leisure pool drain and clean - \$10,175
- MCV Campus Aquatic Center pool drain and clean - \$5,890

Delivery-

- To Cary Street Gym - \$50 for orders under \$1,000



VCU Procurement Services

March 11, 2019

Attn: Thomas Bowles, Jr.
Pool Crafters, LLC
3805 Talley Road
Richmond, VA 23228

RE: Contract #: 7716403EC01
Renewal: 2 of 4

Dear Mr. Bowles:

Your firm's contract with Virginia Commonwealth University (VCU) for pool supplies and services expires on March 11, 2020. VCU intends to exercise the renewal of this contract in accordance with Contract No.: 7716403EC01 at the same price, terms and conditions. If you elect to renew this contract, please fill out the information noted below.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: (March 12, 2020 through March 11, 2021).

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than (March 11, 2020). Please email your response to me at ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,

Earlene Charity
Earlene Charity, CUPO
Senior Buyer

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Contract:# 7716403EC01

RESPONSE:

Pool Crafters, LLC.

Name of Firm


Signature

Name Printed

Title

Date

VCU Pricing

(3/12/2020-3/11/2021)

Set Prices (Chemicals)-

- Acid Magic- \$140.00
- Acid Magic, 5 Barrels - \$700.00
- Aquaperl (Pallet of 60)- \$929.40
- 50lb Granular Chlorine 68% Calcium Hypochlorite- \$100
- Cal-Hypo tablets 3"- \$130.76
- Cal-Hypo tablets 3" (Pallet of 18)- \$2353.68
- Sodium Bisulfate 50lb - \$33.93
- Sodium Thiosulfate 50lb - \$46.49
- Sodium Bicarb 50lb - \$33.30
- Calcium Chloride 50lb - \$26.17

Set Prices (Labor/drain and cleans)-

- Hourly Labor Rate - \$90/Technician
- Emergency Hourly Labor Rate - \$150/Technician
- Cary Street Gym Activity pool & Leisure pool drain and clean - \$9,975
- MCV Campus Aquatic Center pool drain and clean - \$5,775

Delivery-

- To Cary Street Gym - \$50 for orders under \$1,000



VCU Procurement Services

March 1, 2019 2

2

Attn: Thomas Bowles, Jr. 2
Pool Crafrers, LLC 2
3805 Talley Road 2
Richmond, VA 23228 2

Procurement Services
University Purchasing

91 W Grace Street, 5th Floor
Box 9803 7
Richmond, Virginia 23284

804 8 8-1077
Fax: 804 8 8-7837
TDD: 1-800-8 8-11 0
www.vcu.edu/procurement

RE: Contract #: 7716403EC01 2

Dear Mr. Bowles:

Your firm's contract with Virginia Commonwealth University (VCU) for pool supplies and services expires on March 11, 2019. VCU intends to exercise the renewal of this contract in accordance with Contract No.: 7716403EC01 at the same price, terms and conditions. If you elect to renew this contract, please fill out the information noted below.

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Pricing remains the same as the previous contract period.

- Attached is the revised pricing in accordance with the contract terms.
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Please return this document to me no later than (March 5, 2019). Please email your response to me at ewcharity@vcu.edu. If you have any questions, please contact me at (804) 828-0904.

Sincerely,


Earlene Charity, CUPO
Senior Buyer

Contract 7 g 403EC0 g

RESPONSE:

ool ra ters, LL . g

Name of Firm



Si nature g

Thomas Allen Bowles Jr. g

Name Printed

Store Manager

Title

3/4/2019

Date

VCU Prici

9

Most prices have stayed the same or have gone down. A couple of items price has increased. Items in red have changed.

Set Prices (Chemicals)-

- Acid Magic- \$136.50
- Aquaperl- ~~\$16.12~~ (36/pallet)
- 50lb Granular Chlorine (PBS)- ~~\$85.45~~
- Cal-Hypo tablets 3"- \$140.24
- Sodium Bisulfate 50lb - ~~\$37.20~~
- Sodium Thiosulfate 50lb - ~~\$46.49~~
- Sodium Bicarb 50lb - ~~\$33.30~~
- Calcium Chloride 50lb - ~~\$26.17~~

Set Prices (Labor/drain and cleans)-

- Hourly Labor Rate - \$90/Technician
- Emergency Hourly Labor Rate - \$150/Technician
- Cary Street Gym Activity pool & Leisure pool drain and clean - \$9,500 w
- MCV Campus Aquatic Center pool drain and clean - \$5,500

Delivery-

- To Cary Street Gym - \$50 for orders under \$1,000



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7716403EC01

This contract entered into by Pool Crafters, LLC hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF THE PERFORMANCE: From March 12, 2018 through March 11, 2019 with four (4) successive one (1) year renewal options.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals # 7716403EC dated October 17, 2017; and
- (3) The Contractor's Proposal dated November 10, 2017.

All of which documents are incorporated herein by reference.

All documents are incorporated herein by reference. Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Request for Proposals # 7716403EC dated October 17, 2017; and
- (3) The Contractor's Proposal dated November 10, 2017.

All of which documents are incorporated herein by reference

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Pool Crafters, LLC

By: Thomas Bowles

Name Printed: Thomas Bowles Jr.

Title: Store Manager

Date: 3/15/2018

PURCHASING AGENCY:

Virginia Commonwealth University

By: Brenda Mowen

Name Printed: Brenda Mowen

Title: Director, Procurement Services

Date: 3/16/18



VCU

Procurement Services

Request for Proposals

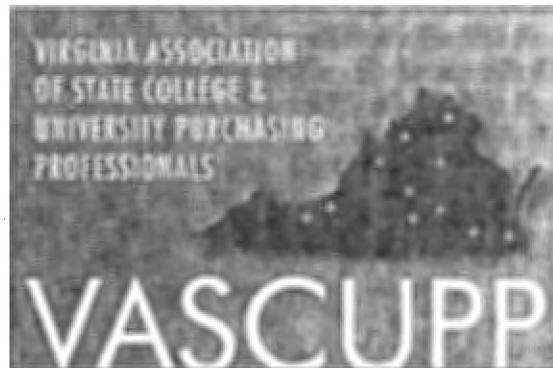
RFP #: 7716403EC

RFP Title #: Pool Supplies and Services

Issuing Agency: Virginia Commonwealth University

Issue Date: October 17, 2017

Closing Date: November 17, 2017 at 2:00 p.m. EST.



A VASCUPP Member Institution

Request for Proposals RFP #7716403EC

Issue Date: October 17, 2017

Title: Pool Supplies and Services

Send all Proposals To: Virginia Commonwealth University
RFP #7716403EC
Attention: Earlene Charity
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: November 17, 2017 at 2:00 p.m. EST

Direct ALL inquiries concerning this RFP to: Earlene Charity, Senior Buyer
ewcharity@vcu.edu

Questions concerning this RFP must be received via email no later than: October 24, 2017 @ 2:00p.m. EST

This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7716403EC, ATTENTION: Earlene Charity, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7716403EC, ATTN: Earlene Charity, BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

_____ Date: _____
_____ By (Signature In Ink): _____
_____ Zip Code _____ Name Typed: _____
E-Mail Address: _____ Title: _____
Telephone: () _____ Fax Number: () _____
Toll free, if available _____ Toll free, if available _____
DUNS NO.: _____ FEI/FIN NO.: _____

REGISTERED WITH eVA: () YES () NO SMALL BUSINESS: () YES () NO
VIRGINIA DSBSD CERTIFIED: () YES () NO MINORITY-OWNED: () YES () NO
DSBSD CERTIFICATION #: _____ WOMEN-OWNED: () YES () NO

A Pre-Proposal conference will not be held.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to seek proposals for Pool Supplies and Services.

The initial contract term shall be one (1) year, with the option of up to four (4) annual one (1) year renewals, to be executed upon mutual signed agreement of both parties.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

Additional information on cooperative procurement is available at:

<http://go.vcu.edu/procurement-purchasing>

II. GOVERNING RULES:

This solicitation is issued in accordance with the provisions of:

- A. Purchasing Manual for Institutions of Higher Education and their Vendors
(<https://vascupp.org/hem.pdf>)
- B. Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia
(<https://vascupp.org/rules.pdf>)

III. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

IV. THE UNIVERSITY:

Information is available at: <http://go.vcu.edu/procurement-purchasing>

V. STATEMENT OF NEEDS:

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

The Contractor will be experienced with commercial pools and able to provide at a minimum the following items each year and deliver them to the locations listed. The contractor shall support the

Facility Pool Technician in providing goods and services and identifying parts. The Contractor shall be available to assist the Facility Technicians when on-site pick up of supplies from the Contractor's location is requested. The Contractor will deliver goods and services expeditiously. Time is of the essence and the ability to provide goods and services on short notice (i.e. one hour or less) is paramount to our business needs.

DELIVERY LOCATIONS AND FACILITIES:

Cary Street Gym - Lower Level of 101 South Linden Street, Richmond, VA 23220

- Lap Pool - 141,275 gallons Features 6 lanes, slide, climbing wall, 3 diving blocks
- Leisure Pool - 66,300 gallons Features 2 lanes and a vortex
- Spa - 3,850 gallons Features hydrotherapy jets

MCV Campus Recreation Center - 900 Turpin Street, Richmond, VA 23219

- Pool - 68,000 gallons Features 6 lanes
- Spa - 1,000 gallons Features hydrotherapy jets

POOL SUPPLIES AND SERVICES NEEDED:

Obtainable in person and by delivery.

NOTE: This listing is representative only, and VCU may order other brands, items and/or quantities.

Chemicals

- 3" Accutab Chlorine Tablets 40-50lb increments preferred
- Granular Chlorine 40-50lb increments preferred
- Sodium Bisulfate 40-50lb increments preferred
- Sodium Thiosulfate 40-50lb increments preferred
- Sodium Bicarbonate 40-50lb increments preferred
- Sodium Carbonate 40-50lb increments preferred
- Calcium Chloride 40-50lb increments preferred
- Acid Magic/Muratic Acid 15 gallon barrels preferred, 100 lbs. each
- Jack's Magic solutions
- AquaPerl Perlite Filter Media 800 lbs per year 12 lb. bags
- Tile Cleaning Agents
- Taylor Reagents

Supplies

- Recirculation pumps and replacement parts
(Pump brands include: Polaris Booster Pumps, Hayward Booster Pumps, Pentair Intelliflo Circulation Pump, Hayward Circulation Pump, and Marlow Circulation Pumps)
- Defender Filter replacement parts
- Delta UV sanitizer replacement parts
- Hayward CAT 2000 and 4000 replacement parts
- Accutab Chlorinators and replacement parts
- Chlorinator booster pumps and replacement parts
- Hammerhead Resort 30 vacuums and replacement parts
- Plumbing hardware
- Generic pool supplies; poles, nets, brushes, skimmer baskets, etc...

Services

- Equipment installation
- Consultation and emergency response
- Delivery of large orders

- Draining/filling of pools (obtaining permits and complying with ordinances, etc.)

DELIVERY NOTIFICATION:

The Contractor shall notify VCU forty-eight (48) hours prior to delivery of any items so that VCU authorized personnel can be available to access the building and verify items received. Notification shall be made to the Facility Technician, 804-827-0799 or 804 827-1100.

CONTRACTOR QUALIFICATION REQUIREMENTS:

The Contractor shall be an authorized dealer and or distributor for all items proposed. The Contractor shall provide experienced commercial pool technicians to service this contract. Technicians shall be properly licensed and possess the appropriate certification for the goods and services needed.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

1. In order to be considered for award, proposal submissions must contain, at minimum, the following:
 - a) Company Qualifications and Experience
 - b) Responses to all requirements listed in the Statement of Needs above.
 - c) A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - d) Pricing Schedule as required in APPENDIX IV.
 - e) SWaM documentation as required.
 - f) Please refer to the link below to review the Zone Map. Please identify which zones you are willing to service. Note Offeror must offer the same pricing to all zones serviced. If no zones are identified in your proposal as being excluded, the pricing provided will apply to all eligible zones in the Commonwealth
<https://vascupp.org/VASCUPPzonemap.pdf>
2. Complete and return page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror. By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.
3. Complete and return signed addenda acknowledgments (if applicable).
4. Submit one (1) original hard copy (paper) document of the entire Proposal, including all attachments and all proprietary information (see #7 below). Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire Proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION**. This disc or flash drive must be clearly marked on the outside that it **excludes** proprietary information.
5. You **must** also submit three (3) unsecured electronic copies (on a disc or flash drive) of the entire Proposal, **INCLUDING** all attachments and proprietary information.
6. All information requested will be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University, at the University's sole discretion.

7. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal, at the University's sole discretion.**
8. Invoicing and Payment: ***Firm must submit complete Appendix II which is available at: RFP Website Link Appendix 2 <http://go.vcu.edu/procurement-purchasing>***
9. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
10. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to rescore proposals following oral presentations.
11. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
12. **Exceptions:** Firm must note any exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in Appendix III: Exceptions.
13. Additional information is available at: <http://go.vcu.edu/procurement-purchasing>

VII. PRICING SCHEDULE:

Offeror should provide pricing for all items listed on the attached pricing schedule, Appendix IV.

VIII. SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

Firm must submit complete Appendix I which is available at RFP Website Link Appendix 1 <http://go.vcu.edu/procurement-purchasing> unless the firm is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

IX. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

EVALUATION CRITERIA

- | | |
|----------------------------------|-----|
| 1. Qualifications and Experience | 20% |
| 2. Methodology/Approach | 35% |
| 3. Pricing Schedule | 30% |
| 4. SWaM Status/Utilization* | 15% |

**Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract.*

X. GENERAL TERMS AND CONDITIONS:

General Terms and Conditions can be viewed at: <http://go.vcu.edu/procurement-purchasing>

XI. SPECIAL TERMS AND CONDITIONS:

- A. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have

against another VASCUPP institution that accessed this Agreement. The VASCUPP zone map can be found by in the following link.

<https://vascupp.org/VASCUPPzonemap.pdf>

- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- D. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- G. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- H. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than

twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. CRIMINAL BACKGROUND CHECK:
The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.
<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>. The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- L. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
 - (a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - (b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - (c) The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- M. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From:

Name of Offeror _____ Due Date _____ Time _____
Street or Box Number _____ RFP No. 7716403EC
City, State, Zip Code +4 _____ RFP Title: Pool Supplies and Services
Name of Contract / Buyer: Pool Supplies and Services/ Earlene Charity

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and

actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

- O. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- Q. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- R. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- S. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- T. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- U. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- V. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- W. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- X. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor

Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

- Y. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- Z. REFERENCES: Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

- AA. RENEWAL OF CONTRACT: If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the CPI-W category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- BB. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- CC. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency

the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

DD. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

EE. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

XII. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However, the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XIII. ATTACHMENTS:

Appendix I: SWaM Form – Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

<http://go.vcu.edu/procurement-purchasing>

Appendix II: Invoicing and Payment:

<http://go.vcu.edu/procurement-purchasing>

Appendix III: Exceptions

Appendix III:

Exceptions

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

Appendix IV: Pricing Schedule

Request for Proposals RFP #7716403EC

Issue Date: October 17, 2017

Title: Pool Supplies and Services

Send all Proposals To: Virginia Commonwealth University
RFP #7716403EC
Attention: Earlene Charity
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: November 17, 2017 at 2:00 p.m. EST

Direct ALL inquiries concerning this RFP to: **Earlene Charity, Senior Buyer**
ewcharity@vcu.edu

Questions concerning this RFP must be received via email no later than: October 24, 2017 @ 2:00p.m. EST

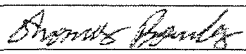
This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7716403EC, ATTENTION: Earlene Charity, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7716403EC, ATTN: Earlene Charity, BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

Pool Crafters, LLC. Date: 11/10/2017
P.O. Box 9429 3805 Talley Rd. By (Signature In Ink): 
Richmond, VA Zip Code 23228 Name Typed: Thomas A Bowles Jr.
E-Mail Address: Thomas.Bowles@PoolCraftersVA.com Title: Store Manager
Telephone: (804) 266-9603 Fax Number: (804) 266-6452
Toll free, if available Toll free, if available
DUNS NO.: 622551062 FEI/FIN NO.: 562556418
REGISTERED WITH eVA: YES () NO SMALL BUSINESS: YES () NO
VIRGINIA DSBSD CERTIFIED: YES () NO MINORITY-OWNED: () YES NO
DSBSD CERTIFICATION #: 710886 WOMEN-OWNED: () YES NO

A Pre-Proposal conference will not be held.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

Commercial Card Payment (Wells Fargo VISA)
 Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:	<u>Thomas Bowles</u>
Name Printed:	<u>Thomas A Bowles Jr.</u>
Title:	<u>Store Manager</u>
Name of Firm:	<u>Pool Crafters, LLC.</u>
Date:	<u>11/10/2017</u>

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:	<u>Elizabeth Curtis</u>
Title:	<u>Book Keeper</u>
Mailing address:	<u>P.O. Box 9429</u> <u>Richmond, VA 23228</u>
Email address:	<u>Elizabeth.Curtis@PoolCraftersVA.com</u>
Phone number:	<u>804-266-9603</u>
Fax number:	<u>804-266-6452</u>



VCU

Procurement Services

Request for Proposals

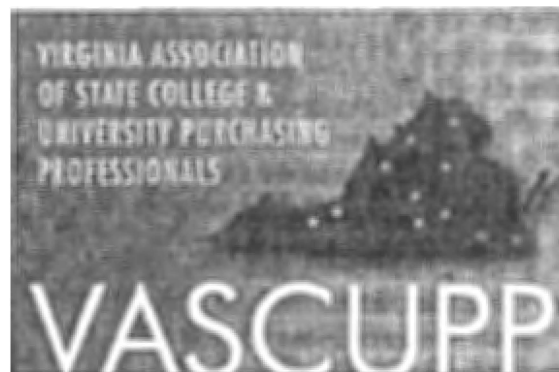
RFP #: 7716403EC

RFP Title #: Pool Supplies and Services

Issuing Agency: Virginia Commonwealth University

Issue Date: October 17, 2017

Closing Date: November 17, 2017 at 2:00 p.m. EST.



A VASCUPP Member Institution

Request for Proposals RFP #7716403EC

Issue Date: October 17, 2017

Title: Pool Supplies and Services

Send all Proposals To: Virginia Commonwealth University
RFP #7716403EC
Attention: Earlene Charity
912 W Grace St, 5th floor
Richmond, Virginia 23284-0327

Proposals Shall Be Received Until: November 17, 2017 at 2:00 p.m. EST

Direct ALL inquiries concerning this RFP to: Earlene Charity, Senior Buyer
ewcharity@vcu.edu

Questions concerning this RFP must be received via email no later than: October 24, 2017 @ 2:00p.m. EST

This Request for Proposals & any Addenda are posted on the eVa website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7716403EC, ATTENTION: Earlene Charity, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23284-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7716403EC, ATTN: Earlene Charity, BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF COMPANY:

Pool Crafters, LLC. Date: 11/10/2017
P.O. Box 9429 3805 Talley Rd. By (Signature In Ink): _____
Richmond, VA Zip Code 23228 Name Typed: Thomas A Bowles Jr.
E-Mail Address: Thomas.Bowles@PoolCraftersVA.com Title: Store Manager
Telephone: (804) 266-9603 Fax Number: (804) 266-6452
Toll free, if available Toll free, if available
DUNS NO.: 622551062 FEI/FIN NO.: 562556418

REGISTERED WITH eVA: YES () NO SMALL BUSINESS: YES () NO
VIRGINIA DSBSD CERTIFIED: YES () NO MINORITY-OWNED: () YES NO
DSBSD CERTIFICATION #: 710886 WOMEN-OWNED: () YES NO

A Pre-Proposal conference will not be held.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to seek proposals for Pool Supplies and Services.

The initial contract term shall be one (1) year, with the option of up to four (4) annual one (1) year renewals, to be executed upon mutual signed agreement of both parties.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

Additional information on cooperative procurement is available at:
<http://go.vcu.edu/procurement-purchasing>

II. GOVERNING RULES:

This solicitation is issued in accordance with the provisions of:

- A. Purchasing Manual for Institutions of Higher Education and their Vendors
(<https://vascupp.org/hem.pdf>)
- B. Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia
(<https://vascupp.org/rules.pdf>)

III. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

IV. THE UNIVERSITY:

Information is available at: <http://go.vcu.edu/procurement-purchasing>

V. STATEMENT OF NEEDS:

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

The Contractor will be experienced with commercial pools and able to provide at a minimum the following items each year and deliver them to the locations listed. The contractor shall support the

Facility Pool Technician in providing goods and services and identifying parts. The Contractor shall be available to assist the Facility Technicians when on-site pick up of supplies from the Contractor's location is requested. The Contractor will deliver goods and services expeditiously. Time is of the essence and the ability to provide goods and services on short notice (i.e. one hour or less) is paramount to our business needs.

DELIVERY LOCATIONS AND FACILITIES:

Cary Street Gym - Lower Level of 101 South Linden Street, Richmond, VA 23220

- Lap Pool - 141,275 gallons Features 6 lanes, slide, climbing wall, 3 diving blocks
- Leisure Pool - 66,300 gallons Features 2 lanes and a vortex
- Spa - 3,850 gallons Features hydrotherapy jets

MCV Campus Recreation Center - 900 Turpin Street, Richmond, VA 23219

- Pool - 68,000 gallons Features 6 lanes
- Spa - 1,000 gallons Features hydrotherapy jets

POOL SUPPLIES AND SERVICES NEEDED:

Obtainable in person and by delivery.

NOTE: This listing is representative only, and VCU may order other brands, items and/or quantities.

Chemicals

- 3" Accutab Chlorine Tablets 40-50lb increments preferred
- Granular Chlorine 40-50lb increments preferred
- Sodium Bisulfate 40-50lb increments preferred
- Sodium Thiosulfate 40-50lb increments preferred
- Sodium Bicarbonate 40-50lb increments preferred
- Sodium Carbonate 40-50lb increments preferred
- Calcium Chloride 40-50lb increments preferred
- Acid Magic/Muratic Acid 15 gallon barrels preferred, 100 lbs. each
- Jack's Magic solutions
- AquaPerl Perlite Filter Media 800 lbs per year 12 lb. bags
- Tile Cleaning Agents
- Taylor Reagents

Supplies

- Recirculation pumps and replacement parts
(Pump brands include: Polaris Booster Pumps, Hayward Booster Pumps, Pentair Intelliflo Circulation Pump, Hayward Circulation Pump, and Marlow Circulation Pumps)
- Defender Filter replacement parts
- Delta UV sanitizer replacement parts
- Hayward CAT 2000 and 4000 replacement parts
- Accutab Chlorinators and replacement parts
- Chlorinator booster pumps and replacement parts
- Hammerhead Resort 30 vacuums and replacement parts
- Plumbing hardware
- Generic pool supplies; poles, nets, brushes, skimmer baskets, etc...

Services

- Equipment installation
- Consultation and emergency response
- Delivery of large orders

- Draining/filling of pools (obtaining permits and complying with ordinances, etc.)

DELIVERY NOTIFICATION:

The Contractor shall notify VCU forty-eight (48) hours prior to delivery of any items so that VCU authorized personnel can be available to access the building and verify items received. Notification shall be made to the Facility Technician, 804-827-0799 or 804 827-1100.

CONTRACTOR QUALIFICATION REQUIREMENTS:

The Contractor shall be an authorized dealer and or distributor for all items proposed. The Contractor shall provide experienced commercial pool technicians to service this contract. Technicians shall be properly licensed and possess the appropriate certification for the goods and services needed.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

1. In order to be considered for award, proposal submissions must contain, at minimum, the following:
 - a) Company Qualifications and Experience
 - b) Responses to all requirements listed in the Statement of Needs above.
 - c) A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.
 - d) Pricing Schedule as required in APPENDIX IV.
 - e) SWaM documentation as required.
 - f) Please refer to the link below to review the Zone Map. Please identify which zones you are willing to service. Note Offeror must offer the same pricing to all zones serviced. If no zones are identified in your proposal as being excluded, the pricing provided will apply to all eligible zones in the Commonwealth
<https://vascupp.org/VASCUPPzonemap.pdf>
2. Complete and return page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror. By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.
3. Complete and return signed addenda acknowledgments (if applicable).
4. Submit one (1) original hard copy (paper) document of the entire Proposal, including all attachments and all proprietary information (see #7 below). Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire Proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION**. This disc or flash drive must be clearly marked on the outside that it **excludes** proprietary information.
5. You **must** also submit three (3) unsecured electronic copies (on a disc or flash drive) of the entire Proposal, **INCLUDING** all attachments and proprietary information.
6. All information requested will be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University, at the University's sole discretion.

7. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal, at the University's sole discretion.**
8. Invoicing and Payment: ***Firm must submit complete Appendix II which is available at: RFP Website Link Appendix 2 <http://go.vcu.edu/procurement-purchasing>***
9. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
10. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to rescore proposals following oral presentations.
11. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
12. **Exceptions:** Firm must note any exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in Appendix III: Exceptions.
13. Additional information is available at: <http://go.vcu.edu/procurement-purchasing>

VII. PRICING SCHEDULE:

Offeror should provide pricing for all items listed on the attached pricing schedule, Appendix IV.

VIII. SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

Firm must submit complete Appendix I which is available at RFP Website Link Appendix 1 <http://go.vcu.edu/procurement-purchasing> unless the firm is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

IX. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The University may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

EVALUATION CRITERIA

- | | |
|----------------------------------|-----|
| 1. Qualifications and Experience | 20% |
| 2. Methodology/Approach | 35% |
| 3. Pricing Schedule | 30% |
| 4. SWaM Status/Utilization* | 15% |

**Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract.*

X. GENERAL TERMS AND CONDITIONS:

General Terms and Conditions can be viewed at: <http://go.vcu.edu/procurement-purchasing>

XI. SPECIAL TERMS AND CONDITIONS:

- A. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have

against another VASCUPP institution that accessed this Agreement. The VASCUPP zone map can be found by in the following link.

<https://vascupp.org/VASCUPPzonemap.pdf>

- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- C. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- D. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- F. **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (*Governing Rules Section 49-D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- G. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- H. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than

twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. CRIMINAL BACKGROUND CHECK:
The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.
<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>. The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- L. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
- (a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - (b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - (c) The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- M. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From:

Name of Offeror _____ Due Date _____ Time _____
Street or Box Number _____ RFP No. 7716403EC
City, State, Zip Code +4 _____ RFP Title: Pool Supplies and Services
Name of Contract / Buyer: Pool Supplies and Services/ Earlene Charity

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and

actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

- O. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- Q. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- R. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- S. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- T. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- U. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- V. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- W. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- X. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor

Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act., Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

- Y. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- Z. REFERENCES: Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. VCU Cary St. Gym	101 S. Linden St. Richmond, VA 23220	Todd Steeley	804-827-1113
2. Virginia State Police	7700 Midlothian Turnpike N. Chesterfield, VA 23235	Roderick McAllister	804-921-3738
3. Virginia State University	2916 Myster Macklin St. Petersburg, VA 23803	Anthony Carter	804-894-0252

- AA. RENEWAL OF CONTRACT: If the Commonwealth elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the CPI-W category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- BB. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- CC. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency

the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

DD. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

EE. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

XII. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However, the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XIII. ATTACHMENTS:

Appendix I: SWaM Form – Participation in State Procurement Transactions by Small Businesses and Businesses Owned by Women and Minorities:

<http://go.vcu.edu/procurement-purchasing>

Appendix II: Invoicing and Payment:

<http://go.vcu.edu/procurement-purchasing>

Appendix III: Exceptions

Appendix III:

Exceptions

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
V	If something is needed within the hour we will consider that an
	emergency. We can not guarantee this service at all times.

Appendix IV: Pricing Schedule



3805 Talley Rd.
Richmond, VA 23228
804-266-9603

Pool Crafters LLC. Response to RFP# 7716403EC

Qualifications and Experience:

Pool Crafters LLC. is very experienced in providing similar goods and services for state agencies. First off, we have been dealing with VCU for some time now. We also currently hold a service, maintenance, and chemical contract with Virginia State University, Town of Ashland's community pool, and Virginia State Police. As well as doing work with Eastern State Hospital, using our goods and services.

We have an experienced team of people working here. CEO/owner of the company, Tom Bowles Sr. has a MBA, and a BS in chemistry, both from VCU. Also, he holds more than 30 years swimming pool experience. Thomas Bowles Jr. has 17 years swimming pool experience. Hannah Bowles Chenault has a Business Associate degree and 17 years swimming pool experience.

Our company works with multiple distributors in order to shop around for the best price. Some of the items on this list will be direct shipped from them, others will have to come to our store for us to deliver to VCU.

The chemicals you have requested are readily available and should not be any problem to supply. Lead time on normal deliveries will be within a week. If you ever get in a bind, our store is only 7 miles away, and available for customer pick up. Prices have been seeing an increase of 2-5% over the last few years, and we expect that to stay the same.

Proposed prices are discounted off list price, and are firm for the contracted year.

We are a SWaM certified company, also certified as a MICRO SWaM business. Pool Crafters LLC's SWaM # is 710886

Please contact Thomas Bowles Jr. with any questions on this bid.

Thomas Bowles Jr.
Thomas.Bowles@PoolCraftersVA.com
(804) 356-4597-cell
(804) 266-9603-office

Statement of Needs:

Pool Crafters, LLC. is very experienced in providing commercial pool facilities both goods and services. We have a qualified team of employees, and a store 7 miles away, that will provide the following:

-Deliveries made in timely manner, helping the facility pool technician unload. To both Cary St. and MCV locations.

-Help with identifying parts.

-Assisting with in store pickups.

-Chemicals for water balancing, sanitizing, shocking, cleaning, metal sequestering, chlorine neutralizing, filtering, and testing.

-Supplies including but not limited to recirculation pumps and parts, filter parts, UV parts, chemical controller parts, Accutab chlorinators and parts, booster pump parts, Hammerhead parts, miscellaneous plumbing supplies, and generic pool maintenance equipment. All brands listed in RFP are available to us.

-Services including but not limited to equipment installation, consultation, emergency response, delivery of large orders, and draining/filling pools with an acid wash in between, including all permits complying with ordinances.

Pool Crafters will notify VCU within 48 hours prior to deliver to ensure that VCU authorized personnel can be available to access the building and verify items received. Notification will be made to the pool facility technician.

References:

Virginia Commonwealth University-

Todd Steeley
Cary Street Gym, Room L034
101 South Linden St.
PO Box 842029
Richmond, VA 23284
(804) 827-1113-office

Virginia State University-

Anthony Carter
Facilities Department
2916 Myster Macklin St.
P.O. Box 9408
Petersburg, VA 23803
804-894-0252 Cell

Virginia State Police-

Roderick L. McAllister
P.O. Box 27472
Richmond, VA 23261
(804) 674-2394-office
(804) 921-3738-cell

Town of Ashland, Carter Park Pool-

Joseph Collins
P.O. Box 1600
Ashland, VA 23005
(804) 798-9219

Chickahominy Aquatics-

Cy Witherow
1071 Old Church Rd.
Mechanicsville, VA 23111
(804) 814-7637-cell

Pocahontas State Park-

Josh Ellington
10301 State Park Rd.
Chesterfield, VA 23838
(804) 796-4255

APPENDIX IV: PRICING SCHEDULE

VCU Recreational Sports Aquatic Maintenance Price Comparison List

	Item	Quantity	Unit of Measure	Denomination	State of Receiving	List Price	Discount off of list price	Total Cost	Volume Discounts
Chemicals	3" Calcium Hypochlorite Tablets	1	5 gallon bucket	50lbs	in-person purchase			\$140.24	
	3" Calcium Hypochlorite Tablets	1	palette	18 (5 gallon buckets)	delivered			\$2524.32	
	Granular Chlorine	1	5 gallon bucket	50 lbs.	in-person purchase			\$81.38	
	Sodium Bisulfate	1	5 gallon bucket BAG	50 lbs.	in-person purchase			\$35.43	
	Sodium Thiosulfate	1	5 gallon bucket BAG	50 lbs.	in-person purchase			\$53.27	
	Sodium Bicarb	1	5 gallon bucket BAG	50 lbs.	in-person purchase			\$37.00	
	Calcium Chloride	1	5 gallon bucket BAG	50 lbs.	in-person purchase			\$30.47	
	Acid Magic	1	15 gallon barrel	15 gallon barrel	in-person purchase			\$136.50	
	Acid Magic	5	15 gallon barrels	15 gallon barrels	delivered			\$682.50	
	AquaPerl Perlite Filter Media	60	12lb bags	720 lbs.	delivered			\$929.40	
	Hourly Labor Rate							\$90/Technician	
	Hourly Labor Rate								
	Hourly Labor Rate								
Services	Emergency Labor Rate							\$150/Technician/Hour	
	Cost for fees/permits/labor for draining the Cary Street Gym Activity Pool and Leisure Pool Includes Acid Washing							\$9,500	
	Cost for fees/permits/labor for draining the MCV Campus Aquatic Center Pool Includes Acid Washing							\$5,500	
	Delivery Fee to Cary Street Gym							\$50 for orders under \$1,000	

*Other fees and charges

*Other discounts

SWaM Verification:

Company Name: Pool Crafters, LLC

SWaM Certification Number: 710886

Certification Approved Date: 05-19-2017

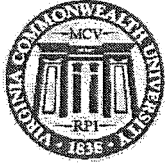
Certification Expiration Date: 05-19-2020

Dear Thomas A. Bowles:

We are pleased to inform you that your application for Small/Micro certification has been approved.

Zone Map:

For pricing observed in this contract we will only be willing to serve VCU in zone 6.



VCU

Procurement Services

March 7, 2018

Thomas Bowles, Jr.
Pool Crafters, LLC
3805 Talley Road
Richmond, VA 23228

912 West Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23298-0327

804 828-3361
Fax: 804 828-3360
TDD: 1-800-828-1120
www.vcu.edu/procurement

Subject: Notice of Award
Reference: RFP# 7716403EC- Pool Supplies and Services

Dear Mr. Bowles:

Your company has been awarded one of two contracts for Pool Supplies and Services at Virginia Commonwealth University (VCU). Please forward a copy of your insurance certificate to Virginia Commonwealth University prior to the start of any Services.

Ms. Amanda Gustin will serve as Contract Administrator for this contract and shall use all powers under the contract to enforce its faithful performance. A purchase order will be issued and the purchase order number must be referenced on each invoice submitted. The Contract Administrator shall approve all invoices submitted for payment and assure that all services have been performed in accordance with the contract terms and conditions. The Contract Administrator, or his designee, shall not have the authority to approve changes in the contract which may alter the concept or which calls for an extension of time or a change in the contract price. Any modifications made must be authorized by Procurement Services as a written addendum to the contract.

VCU is looking forward to a successful working relationship with Pool Crafters, LLC during this contract period.

If you have any questions or concerns, please feel free to contact me at (804) 828-0904.

Regards,

A handwritten signature in cursive script that reads "Earlene Charity".

Earlene Charity, Senior Buyer
Procurement Services
Virginia Commonwealth University