



Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7716403EC02

This contract entered into by National Pools of Roanoke, 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 Negotiated Modification dated February 12, 2018.
- (3) The Request for Proposals # 7716403EC dated October 17, 2017; and
- (4) The Contractor's Proposal dated November 10, 2017.

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 Negotiated Modification dated February 12, 2018.
- (3) The Request for Proposals # 7716403EC dated October 17, 2017; and
- (4) The Contractor's Proposal dated November 10, 2017.

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

CONTRACTOR:

National Pools of Roanoke

By: Mary Vaughan

Name Printed: Mary Vaughan

Title: Manager, Service Dept.
National Pools

Date: 03-13-18

PURCHASING AGENCY:

Virginia Commonwealth University

By: Brenda Mowen

Name Printed: Brenda Mowen

Title: Director, Procurement Services

Date: 3/16/18

**VIRGINIA COMMONWEALTH UNIVERSITY
NEGOTIATION MODIFICATION SUMMARY**

RFP # 7716403EC Pool Supplies and Services

DATE 02/12/2018

BUYER Earlene Charity

ALL formal procurements involving negotiation will be summarized into a single document. This document shall specify the final outcome when negotiations have concluded and final agreements have been made.

All emails, records of phone calls, conference discussions and any other communication method used to conduct negotiations shall be saved as part of the supporting documentation for the formal procurement, but only the summary will be submitted with the contract documents being presented for signature.

SUMMARY OF NEGOTIATIONS:

Offeror: National Pools of Roanoke

1. No exceptions to the RFP terms and conditions
2. All savings are noted in the proposal
3. Should we extend a contract offer to National Pools of Roanoke, the contract will become available for use according to the Virginia Association of State Colleges & University Purchasing Professionals (VASCUPP) Map included in the solicitation.

For conformity and ease of use, they can you supply a pricing guide with discounts reflected.

4. VCU can set up an on-site consultation with National Pools to discuss the specifics of the proposal, email lee@nationalpools.com or call 540-345-7665 ext. 109



Procurement Services

Request for Proposals

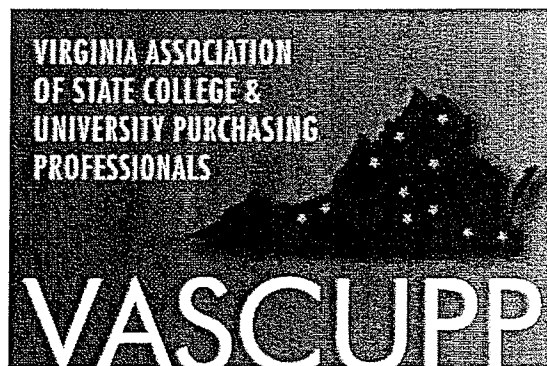
RFP #: 7716403EC

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

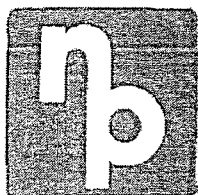
Appendix III:

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



national pools OF
ROANOKE
INC.

STATE CONTRACTORS
No. 17568

3112 MELROSE AVENUE • PO BOX 6354 ROANOKE, VA 24017 • 540-345-7665 • FAX 540-343-5240

MANAGEMENT QUALIFICATIONS and EXPERIENCE

National Pools of Roanoke, Inc.
Class A Virginia Contractor's License # 2701 017588A
SWaM Certification # 10806
eVA Vender ID # E21680
WV General Engineer Contractor # WV038221

National Pools of Roanoke, Inc. was founded in 1977. National Pools has been in business for 40 years. Since our inception, National Pools has constructed over 700 residential pools, more than 550 commercial pools and renovated over 750 commercial swimming pools. We pride ourselves in the fact that more than 95% of our business comes from referrals or repeat customers. We also perform over 90% of the work from our own workforce including gunite shotcrete.

We are located off Route 460 in Roanoke Virginia. We have 28,000 sq ft of showroom, offices and construction warehouse. With this space we are able to keep a very large swimming pool inventory of products and construction equipment. Due to our large inventory, we are able to ship same day orders common carrier and can expedite/overnight parts or materials as needed for an additional fee. We employ over 40 full time employees and pride ourselves on providing top-quality service in a timely manner. We have a dedicated Commercial Service Team on-call to meet the required demands for our facilities to prevent shutdowns and/or downtime.

The teamwork within our Company is due to the professional leadership of our longtime employees. National Pools of Roanoke, Inc. constructs high quality swimming pools and provides owners the support and service they will need in caring for and maintaining their pool over the years. As a family owned and operated company the customers are our #1 priority.

National Pools of Roanoke Inc. is a Virginia SWAM . We are members of the following associations:

- Association of Pool and Spa Professional
- NSPI Certified Building Professional
- United Aqua Group (formerly Aquatech Society)
- National Plaster Council
- American Shotcrete Association
- Roanoke Valley Builders Association
- Better Business Bureau
- Roanoke Regional Chamber of Commerce
- Federation of Small Business

The following is a list of team members/owners that will be working together on this project.

Jason W. Vaughan, President –
Commercial Design & Sales (since 1998)

3483 Sagewood Circle
Salem, VA 24153
(540) 353-3693
jason@nationalpools.com

Graduate of Virginia Polytechnic Institute and State University
- Bachelors Degree in Technology Education
United Aqua Group Professional Pool Builder Association Member
United Aqua Group Membership Action Committee Member
Association of Pool and Spa Professionals Certified Building Professional
Association of Pool and Spa Professionals – Central VA Chapter President
Association of Pool and Spa Professionals Region 2 Committee Member
Association of Pool and Spa Professionals WAVE Committee
National Spa and Pool Foundation - Certified Pool Operator
National Spa and Pool Foundation - Certified Pool Operator Instructor
National Spa and Pool Institute - Tech I Certified Service Technician
National Spa and Pool Institute – Tech II Certified Service Technician
Roanoke Valley Home Builder Association Associate Committee Member
American Shotcrete Association Nozzleman Member

Leland T. Vaughan, Vice President -
Renovation & Service (since 2000)

5402 Chatsworth Drive
Roanoke, VA 24018
(540) 354-1103
lee@nationalpools.com

Graduate of Virginia Western
- HVAC Diploma
- Welding Diploma
- Electrical Wiring Diploma
- Industrial Maintenance Diploma
- Master Plumbing License for State of Virginia & West Virginia
- Private Pilot License
United Aqua Group Professional Pool Builder Association Member
Association of Pool and Spa Professionals Certified Service Technician
Association of Pool and Spa Professionals – Central VA Chapter Treasurer
National Spa and Pool Foundation – Certified Pool Operator
National Spa and Pool Foundation – Certified Pool Operator Instructor
National Spa and Pool Foundation – Certified Pool Inspector

National Spa and Pool Institute – Tech I Certified Service Technician
National Spa and Pool Institute – Tech II Certified Service Technician
Lochinvar Product Service Training Certified
ESCO Institute – Certified Universal Technician
Gecko Electronics, Inc. – Certified Authorized Technician
Hayward Commercial Certified & Trained
Accutab Commercial Specialist and Distributor

Austin R. Vaughan – Vice President -

Design & Sales (since 2006)

3072 Catawba Valley Drive
Salem VA 24153
540-354-1104
austin@nationalpools.com

Graduate of Virginia Polytechnic Institute and State University
- Bachelors Degree in Building Construction and Real Estate
United Aqua Group Professional Pool Builder Association Member
United Aqua Group Membership Action Committee Member
Association of Pool and Spa Professionals Certified Building Professional
Association of Pool and Spa Professionals Certified Maintenance Specialist
Association of Pool and Spa Professionals Certified Service Technician
National Spa and Pool Foundation - Certified Pool Operator
National Plasterers Council Certified Start-up Technician
American Concrete Institute Certified Shotcrete Nozzleman – Dry Mix Vertical

Gloria R. Vaughan, “Winky” Secretary-Treasurer (since 1977) –

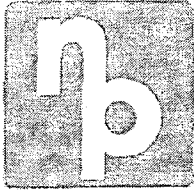
3218 Absalom Smith Road
Salem, VA 24153
(540) 384-8025
winky@nationalpools.com

Has over 40 years of pool construction/retail experience working for her father, Gordon W Rudd’s company in the Washington, D.C. area. In 1977, she and her late husband, incorporated as National Pools of Roanoke, Inc. and successfully established a reputation of being an elite professional pool construction/retail/renovation company.

Graduate of Virginia Polytechnic Institute and State University
- B.S. in Business Management/General Business
Founder of National Pools of Roanoke, Inc.
United Aqua Group Professional Pool Builder Association Member
Association of Pool and Spa Professionals Certified Building Professional

The following is a list of the amount of annual sales National Pools has had with each VASCUPP Member Institution:

	<u>2015</u>	<u>2016</u>	<u>2017</u>
George Mason University	\$ 0.00	\$ 0.00	\$ 0.00
James Madison University	\$ 14,16.90	\$ 132,403.42	\$ 17,708.85
Old Dominion University	\$ 0.00	\$ 0.00	\$ 0.00
Radford University	\$ 0.00	\$ 0.00	\$ 0.00
University of Virginia	\$ 13,315.97	\$ 3,633.31	\$ 568,856.17
Virginia Commonwealth	\$ 0.00	\$ 0.00	\$ 9999.50
Virginia Military Institute	\$ 7,295.44	\$ 11,190.39	\$ 8,931.60
Virginia Tech	\$ 6,178.50	\$ 5,512.10	\$ 2,287.00
William & Mary	\$ 0.00	\$ 0.00	\$ 0.00
Longwood University	\$ 7,135.67	\$ 4,793.32	\$ 10,076.67



national pools OF
ROANOKE
INC.

STATE CONTRACTORS 3112 MELROSE AVENUE • PO BOX 6354 ROANOKE, VA 24017 • 540-345-7665 • FAX 540-343-5240

METHODOLOGY/APPROACH TO STATEMENT OF NEEDS

Delivery Notification:

National Pools can provide goods via common carrier 1 x time per week – orders must be placed within a timely manner to ensure goods are pulled and packaged properly. If an order shall be “expedited” additional shipping rates will be incurred rates will be determined as needed. National Pools stocks a very large quantity of the chemicals and parts listed in the pool supplies and chemicals needed, however some parts may be deemed “special order” and those items will be based on manufacturer shipping.

National Pools employs a dedicated Commercial Service Team that is on-call to meet the demands of our customers. Therefore, depending on the severity of the service need, and, if repair parts are available in stock to repair on-site, National Pools has the ability to service all facilities within 24 hours during normal operation. During any scheduled service, National Pools service truck can deliver up to 1000lbs of goods requested as long as the request has been received prior to stocking the truck.

Pool Supplies & Services Needed:

Chemicals – All chemicals on the list are items that are currently stocked and ready for same day shipping.

Supplies – National Pools stocks a large quantity of replacement pumps and necessary internal parts for the brands requesting. If a part is not in-stock National Pools is able to buy direct or through distribution and have any order expedited at your request. Additional charge for expedited orders will apply. If National Pools is awarded this contract, we would be happy to discuss items the facilities have purchased in the past for repeat orders and have them readily available for shipping to meet your ordering demands in a timely manner. National Pools is an authorized dealer and stocks the following items, all Accutab Chlorinator parts and chemicals, booster pumps, PVC schedule 40 & 80, complete commercial line of routine maintenance cleaning equipment, CAT 2000 & 4000 Controllers, probes, flow cells, with loaners available to install if any facility unit is down. We currently do not stock Delta UV



“Our Reputation Holds A Lot Of Water”

www.nationalpools.com

components or Defender Filter parts due to the nature of specific models/makes that require exact part replacement; however, because National Pools is a member of United Aqua Group , which is an elite buying group for all swimming pool products within the industry, we are able to purchase products from all vendors at the best price and bulk purchasing options to help keep cost down for all of our customers.

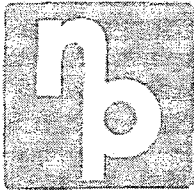
Services – National Pools Commercial Service team is dedicated in providing top-quality expertise, over-the-phone consultation 24/7 and /or one-on-one facility consultation. If existing Controller systems allow, National Pools will set up 24/7 monitoring of alarms and can report via email or phone any issues detected. If National Pools is awarded this contract it is recommended to set up a routine maintenance program with your facility and set up bi-monthly site visits for inspection and preventative maintenance and report findings and/or repairs needed at an additional cost.

Delivery Notification:

National Pools uses common carrier Dehaven Transportation. Dehaven has a delivery route of 1 x per week (unless an expedited shipment is required) and typically on Tuesday. All orders must be placed by noon Monday for pulling/packaging to guarantee delivery. Anytime VCU places an order with National Pools a delivery date will be given and all Bill of Ladings will have the Facility Technicians direct number for delivery time notifications.

Contractor Qualifications Requirement:

National Pools is the exclusive authorized dealer and distributor for all Accutab chemicals/parts for Virginia & West Virginia. We stock large quantities of parts and chemicals to meet the demands for all of our customers. We are factory trained and service trucks are stocked to repair units on-site the same day of service. We are also dealers and of Delta UV, CAT Controller, Pentair Products, Hayward, Marlow, Defender and experienced in servicing and providing parts for all specified pieces of equipment.



national pools

OF
ROANOKE
INC.

STATE CONTRACTORS
No. 17568

3112 MELROSE AVENUE • PO BOX 6354 ROANOKE, VA 24017 • 540-345-7665 • FAX 540-343-5240

CURRENT SERVICE REFERENCE

1. City of Harrisonburg Parks & Recreation
Harrisonburg, Virginia
Contact: Kristin Lam
(540) 908-6608 kristin.lam@harrisonburgva.gov
2. Massanutten Resort
McGayeville, Virginia
Contact: Bill Frazier
(540) 437-3344 bfrazier@massresort.com
3. Hethwood Foundation – HHHunt Properties
Blacksburg, Virginia
Contact: Josh Sharitz
(540) 552-5252 hfd@hethwoodfoundation.com
4. University of Virginia (UVA)
Charlottesville, VA
Contact: Justin Anderson
(434) 924-3918 jla8x@virginia.edu
5. City of Charlottesville
Charlottesville, Virginia
Contact: Matt Jackson
(434) 872-1024 jacksonm@charlottesville.org
6. James Madison University (JMU)
Harrisonburg, Virginia
Contact: Travis Bussey
(540) 271-1319 busseyte@jmu.edu
7. Greenridge Recreation Center – Roanoke County
Roanoke, Virginia
Contact: Allen McGrady
(540) 632-3171 amcgrady@roanokecountyva.gov
8. Omni Homestead Resort
Hot Springs, Virginia
Contact: Bart Perdue
(540) 968-9427 carolyn.loan@omnihotels.com



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www.nationalpools.com

National Pools of Roanoke

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
3" Calcium Hypochlorite Tablets <i>Accute</i>	1	5 gallon bucket	50 lbs <i>55 lbs</i>	in-person purchase	\$149.50	—	\$149.50	—
3" Calcium Hypochlorite Tablets	1	palette	18 (5 gallon buckets)	delivered *	\$2,691	—	\$2,691	YES **
Granular Chlorine	1	5 gallon bucket	50 lbs.	in-person purchase	\$179.48	15%	\$152.55	—
Sodium Bisulfate	1	5 gallon bucket <i>Bag</i>	50 lbs.	in-person purchase	\$59.55	15%	\$50.61	—
Sodium Thiosulfate	1	5 gallon bucket <i>Bag</i>	50 lbs.	in-person purchase	\$65.65	15%	\$55.80	—
Sodium Bicarb	1	5 gallon bucket <i>Bag</i>	50 lbs.	in-person purchase	\$32.83	15%	\$27.90	—
Calcium Chloride	1	5 gallon bucket <i>Bag</i>	50 lbs.	in-person purchase	\$32.83	15%	\$27.90	—
Acid Magic	1	15 gallon barrel	15 gallon barrel	in-person purchase	\$218.16	15%	\$185.43	—
Acid Magic	5	15 gallon barrels	15 gallon barrels	delivered *	\$1090.80	15%	\$927.18	—
AquaPerf Profile Filter Media	29 <i>29</i>	25 bags <i>25 lbs</i>	725 lbs. <i>725 lbs</i>	delivered *	\$1657.93	—	\$1657.93	—
Hourly Labor Rate (1st hr)	1	hour			\$250			
Hourly Labor Rate (Additional hr)	1	hour			\$159			
Hourly Labor Rate								
Emergency Labor Rate (3hr min)	1	hour			\$295			
Cost for fees/permits/labor for draining the Cary Street Gym Activity Pool and Leisure Pool	Priced at hourly rate \$250 (1st hr) each additional hr \$159 plus all cost and fees for permits and equipment rental							
Cost for fees/permits/labor for draining the MCV Campus Aquatic Center Pool	Priced at hourly rate \$250 (1st hr) each additional hr \$159 plus all cost and fees for permits and equipment rental							
Delivery Fee to Cary Street Gym	1	Pallet		Delivered to Dock	\$190			

*Other fees and charges

*Other discounts

* Add Delivery Fee of \$190/per pallet

** Volume Discount applies to purchase quantities 37 buckets or more
Shall be \$135 per 55lb bucket

*** All hourly rates are based on 1-2 man crew max. Any major repairs required - a quote will be submitted for approval.

Beverly Smith

From: noreply@sbsd.virginia.gov
Sent: Monday, April 17, 2017 10:31 AM
To: winky@nationalpools.com; Meden.jones@sbsd.virginia.gov
Subject: SWaM Status Notification #010806

Company Name: National Pools of Roanoke, Inc.
SWaM Certification Number: 010806
Certification Approved Date: 04-17-2017
Certification Expiration Date: 04-17-2020

Dear GLORIA VAUGHAN:

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

- Your certification is valid for a term of three years from the date of your approval; re-certification is required at the end of that term.
- You will see your company listed as a certified SWaM vendor on our website at <http://www.sbsd.virginia.gov/cgi-bin/search.cgi>.
- It is very important to keep your contact information--especially your email address--up to date. Submit your changes electronically to sbsd@sbsd.virginia.gov or call 804.786.6585.
- If you have any comments or concerns regarding our services, please fill out this form and send it to us: http://www.sbsd.virginia.gov/documents/Customer_Service_Comments_Form.doc

To do business with the Commonwealth of Virginia, you need to register your company with the eVA system, the **state's online procurement system** at <http://www.eVA.Virginia.Gov/vendors/index.htm>. All state solicitations are conducted on this site.

To check **Procurement and Business Opportunities** with state agencies, local governments, and others, please visit: <http://www.sbsd.virginia.gov/bid.html>.

If you need assistance to operate your business, please visit this site:
http://www.virginia.gov/cmsportal3/business_4096/running_a_business_4100/index.html

Sincerely,

Virginia Department of Small Business and Supplier Diversity Certification Team
101 N. 14th Street, 11th Floor
Richmond, VA 23219
804-786-6585
Fax: 804-786-9736

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:

National Pools of Roanoke
3112 Melrose Ave
Roanoke VA Zip Code 24017

Date: 11-10-2017

By (Signature In Ink): Mary Vaughan

Name Typed: Mary Vaughan

E-Mail Address: mca@nationalpools.com Title: Manager

Telephone: (540) 345-7665 Ext. 127 Fax Number: (540) 343-5240

Toll free, if available Toll free, if available

DUNS NO.: 08-287-7549 FEI/FIN NO.: 54-1060696

REGISTERED WITH eVA: ☒ YES () NO SMALL BUSINESS: ☒ YES () NO

VIRGINIA DSBS CERTIFIED: ☒ YES () NO MINORITY-OWNED: () YES ☒ NO

DSBS CERTIFICATION #: 010806 WOMEN-OWNED: () YES ☒ NO

A Pre-Proposal conference will not be held.

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:

Name Printed:

Title:

Name of Firm:

Date:

Mary E. Vaughan
Mary E Vaughan
Manager
National Pools of Roanoke
11-10-2017

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:

Title:

Mailing address:

Email address:

Phone number:

Fax number:

Tanya Toney
Accounts Manager
3112 Melrose Ave (P.O. Box 6354)
Roanoke VA 24017
tanya@nationalpools.com
540-345-7665 Ext. 105
540-343-5240



Procurement Services

March 7, 2018

Mary Vaughan
National Pools of Roanoke
3112 Melrose Avenue
Roanoke, VA 24017

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 Ms. Vaughan:

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 National Pools of Roanoke during this contract period.

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

Regards,

Earlene Charity, Senior Buyer
Procurement Services
Virginia Commonwealth University