



# CITY OF SUFFOLK

## Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; TEL: (757) 514-7520; Fax (757) 514-7524

## INVITATION FOR BID

**TITLE: Pool Maintenance and Operation**

**ACCEPTANCE DATE:** Prior to 3:00 p.m. – March 20, 2012 “Eastern Standard Time”

**IFB NUMBER:** 2012-00068

**PRE-BID CONFERENCE:** March 7, 2012 @ 9:30 a.m.  
Cypress Park Pool, 2001 Arizona Ave.  
Suffolk, Virginia 23434

**ACCEPTANCE PLACE:** Finance Department, Purchasing Division, Room 105  
441 Market Street  
Suffolk, Virginia 23434

**BID OPENING LOCATION:** Purchasing Conference Room  
441 Market St., Room 105

Requests for information related to this Invitation should be directed to:

Cindy L. Norfleet, CPPB, Senior Buyer  
(757) 514-7522  
Email address: [cnorfleet@suffolkva.us](mailto:cnorfleet@suffolkva.us)

This document can be downloaded from our web site: [www.suffolk.va.us](http://www.suffolk.va.us)

Issue Date: February 28, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

**If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the vendor is not listed as a prospective bidder.**

# INVITATION FOR BID

## Pool Maintenance and Operation

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Prepared by Cindy Norfleet, CPPB, Senior Buyer

Date: February 28, 2012

## **1.0 PURPOSE**

The intent of this Invitation for Bid is to acquire a single contractor to provide pool maintenance and operation services as required for Cypress Park Pool, located at 2001 Arizona Avenue, Suffolk, Virginia for the 2012, 2013, and 2014 summer seasons. The pool will be open on the Memorial Day and July Fourth holidays; pool will be closed on Labor Day(s). Work shall be in accordance with all specifications, terms, and conditions herein.

## **2.0 COMPETITION INTENDED**

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five days prior to the date set for bids to close.

## **3.0 PRE-BID CONFERENCE**

A Pre-Bid Conference is scheduled for 9:30 a.m. March 7, 2012 at Cypress Park Pool, 2001 Arizona Ave., Suffolk, Virginia 23434. Although attendance is not mandatory, it is important that all interested bidders be present in order to view the job site and ask any pertinent questions; staff may not be available at another time and date. Failure of the Contractor to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work does not relieve the bidder of his price and/or job responsibility.

## **4.0 CONTRACT PERIOD**

The contract shall cover the period beginning May 1, 2012 and continuing through April 30, 2013.

This contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the contractor and the City. The renewal may be for up to two (2) additional one-year periods through April 30, 2015.

Notice of intent to renew will be given to the Contractor in writing by the City, normally 60 days before the expiration date of the current contract.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of 12 months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%. The City does not guarantee any rate increase.

## **5.0 SPECIFICATIONS**

### **5.1 General Specifications**

- a. It is the intent of the City to hire a single contractor to provide all personnel, equipment, licenses and certifications, transportation, etc. required to open, operate, maintain, and winterize (close) Cypress Park Pool for the 2012, 2013, and 2014 summer seasons for the Department of Parks and

Recreation. Monthly inspections from October through April are required for priming pump.

- b. The five-lane pool is approximately 84' x 47' with a depth varying from 3.5 feet to five feet. The pool has a concrete and brick paver deck, a handicapped sling for disabled users, and a complete pool cover. A pool house located adjacent to the pool includes men's and women's toilet facilities, an office, pool equipment room, coin-operated lockers, and an exterior shower area. Past usage indicates a daily average of 50 to 75 swimmers; peak usage will include as many as 100 to 125 participants.

## 5.2 Pool Opening

- a. The Contractor shall inspect the pool the first week of May of each season and submit a written report to the City listing any additional services, repairs, or equipment not covered herein which may be necessary to render the pool and filter system operational. Such report shall include a price quotation for any additional equipment and/or required services. The City shall either elect to employ the Contractor to provide these services or assume full responsibility for the completion of the additional items itself. If the City elects to provide the necessary repairs, the work will be performed in a timely manner, giving the Contractor ample time to open the pool by the date scheduled for opening.
- b. Prior to stated pool opening date, the Contractor shall provide the following services:
  - Reassemble bathhouse and pool's fresh water system; check for proper operation and advise City of needed repair(s), if any.
  - Chemically treat and remove debris from pool by power vacuuming.
  - Fill pool to proper level.
  - Store and utilize necessary chemicals.
  - Place filtration and chlorination system in operation. Check for proper operation and advise City of needed repair(s), if any.
  - Install ladders, handrails, lifeguard chairs, skimmer lids, and safety rope.
  - Clean bathhouse and pool area.
  - Check for proper filter operation; maintain filter once determined to be in proper operating condition. Vacuum clean pool prior to opening date.
  - Cooperate with any contractors in readying pool for operation.
  - Arrange for and be present at any local or state Health Department pre-opening inspection which may be required.

- c. The City will be responsible for the following items at least three (3) weeks prior to opening date, unless otherwise noted, in order to ready pool for opening:
- Provide three (3) large receptacles for the debris removed from the pool during cleaning; remove receptacles from the pool area after cleaning is completed.
  - Prepare bathhouse for use by performing the following tasks:
    - X Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or drywall, etc. Provide soap, towel and tissue dispensers at all fixtures as needed.
    - X Complete any needed plumbing repairs. Hot water heaters must be made operational in order to pass pre-opening inspections.
    - X Paint interior and exterior of bathhouse, if required.
    - X Check out electrical system and repair as required. Supply and install light bulbs as needed.
    - X Provide working locks on all doors, gates and windows and provide three (3) complete sets of keys.
    - X Turn on fresh water in the bathhouse.
  - Complete any needed repairs inside pool areas such as concrete deck, caulking, area lights, drinking fountains, etc.
  - Arrange for and be present at any required plumbing or electrical inspections. In the event City repairs are not completed at time of scheduled Health Department Pre-opening inspection and pool does not pass as a result of incomplete or inadequate repairs by City, the City will be responsible for rescheduling and attending any additional inspections and for any reinspection fees.
  - Provide Contractor with a complete set of written rules by pool opening date.
  - Perform or furnish, within a reasonable time, anything else necessary for pool opening which the Contractor has not agreed to provide.

### 5.3 Daily Maintenance and Operation

During the pool operating season, the Contractor shall perform the following duties:

- Maintain proper filter operation by backwashing and/or cleaning pump strainer, as required. Pump needs to be inspected for leaks, corrosion, and/or breakage.

- Check PH levels, Chlorine levels, and filter.
- Filter: Check filter pressure and empty filter basket to remove debris.
- Skim and vacuum to remove debris from surface and bottom. This to be done biweekly at a minimum during the season.
- Lubricate bearings, inspect seals, and replace as needed. Adjust motor couplings for efficient transfer output. This should be performed monthly during the season.
- Inspect pump mount to ensure safe and proper mounting to its base due to typical vibration. This should be performed monthly during the season.
- Inspect pump to adjust, repair, and/or replace drive belts, bearings, and any damaged parts. This should be performed monthly during the season.
- Confirm pool operation in accordance with local Health Department regulations, including maintaining water quality in conformance with required standards.
- Maintain records on chlorine levels, and follow proper cleaning procedures.
- Clean bathrooms and pool office as required.
- Clean pool area inside pool enclosure.
- Empty trash receptacles daily into dumpster located at the pool.
- Provide courteous, reasonable and mature enforcement of all the City's written pool rules.
- Secure facility nightly. Perform any duties required to ready pool for the following day.
- The Contractor shall meet with a representative of the Department of Parks and Recreation as often as required to discuss the daily pool operation and related matters.

#### 5.4 Personnel

- a. Except as otherwise provided, all personnel employed by the Contractor will be employees of the Contractor. The Contractor shall be responsible for paying these employees and shall pay all Social Security, Workmen's Compensation, insurance requirements, and other taxes incident to the work of said employees. The City will be responsible for providing personnel to collect and handle monies/fees from participants using the pool. Money collected will belong to the Department of Parks and Recreation.

- b. All lifeguards employed by the Contractor shall have appropriate Basic Lifeguard Training and CPR for the Professional Rescuer certifications required by state and federal law; Water Safety Instructor (WSI) is preferred. The management personnel shall be licensed pool operators with AFO (Aquatic Facilities Operator) or CPO (Certified Pool Operator) certifications as instructed by the YMCA or the American Red Cross. The Contractor will provide a training program for each employee, which will include instruction and review in the following areas: swimming pool rules, facilities and equipment operation and maintenance, use of AED device, local health department requirements (including water quality standard), lifeguard standards, required conduct, and professional techniques.
- c. Pool Manager and other personnel must abide by City policy and procedures. Any incidents/accidents must be reported immediately to the Recreation Supervisor. Pool rules and regulations regarding facility maintenance must be strictly enforced. Bookkeeping records must be accurate. Reports on pool chemical checks shall be submitted weekly.
- d. Lifeguards are considered health workers and under the Occupational Safety and Health Act (OSHA) are considered at risk for contracting Hepatitis B; therefore, it will be the responsibility of the Contractor to ensure that lifeguards are properly vaccinated before beginning work.
- e. **FAILURE TO PERFORM:** The Contractor shall be responsible for providing staffing/lifeguards as indicated on the attached schedule (Page 28) with hours as shown. Pool staff who consistently arrive late to the work site or are a “no show” will **not** be tolerated. Failure to comply may result in fines at a rate of \$5.00 per hour for lifeguards and \$6.00 per hour for pool manager(s) for each hour the individual is tardy or absent from that day’s required work schedule.

It will be the responsibility of the Contractor (not pool staff) to reimburse the City for any assessed penalty(ies).

#### 5.5 Hours of Operation

Staffing hours for Cypress Park Pool will be in accordance with the attached schedule (Page 28) for the 2012, 2013, and 2014 seasons; Contractor shall include one hour cleaning each day prior to actual pool opening.

#### 5.6 Safety Equipment

- a. The City will provide a swim hook, backboard, ring buoys, safety rope, and a first aid kit only. Pool ladders, handrails, furniture, and lifeguard chairs will be on site at the pool. The Contractor will be responsible for providing all other safety equipment as required by OSHA and other standard requirements for lifeguards needed for the safe operation of a swimming pool.

- b. The City will be responsible for providing all cleaning supplies such as cleanser, disinfectant, broom, mops, buckets, trash containers, paper products and any other equipment/supplies related to cleaning the pool, deck, bathroom facilities, etc. The Contractor shall provide vacuum head, vacuum hose, pump strainer basket(s), skimmer net, skimmer baskets and skimmer lids, telescopic pole, nylon brush, algae brush, containers for measuring and adding chemical to the water, hose and hose nozzle, and Virginia Water Condition sign.
- c. The City will provide Test Kit and Reagents.
- d. The Contractor shall provide and have accessible on the site all safety materials required for protection during handling of pool chemicals. These items will include: chemical gloves, protective apron, safety goggles and respirator mask.
- e. The Contractor will be responsible for furnishing personal biohazard safety kits on site at the pool for its lifeguards to administer minor first aid, if needed.
- f. Contractor's lifeguards will be responsible for providing and administering (if needed) AED (Automatic External Defibrillator) approved by EMS. Lifeguards must be trained to use this device.

#### 5.7 Closing/Winterizing of the Pool

On the last day of pool operation for each season, the Contractor shall be required to perform the following services in connection with closing and winterizing the pool:

- Shut off fresh water supply to the pool and bathrooms; disconnect piping at fixtures as required, and drain all piping which can be drained.
- Add antifreeze to toilet bowls and tanks, urinals and sink traps, as required.
- Remove and place in storage all pool ladders, handrails, lifeguard chairs, skimmer lids, safety rope, and other loose equipment.
- Drain pool to approximately twelve (12) inches below the rim. City is then responsible for maintaining proper water level.
- Open all valves in filter room which require opening.
- Backwash and drain filter tank and filter piping.
- Store chlorinator, chemical feeders, and flow meters, as necessary, on premises.
- Store pool maintenance supplies and testing equipment.
- Store all pool deck furniture in bathhouse



- Submit to the City a detailed inspection report covering condition of the pool facility and related equipment.

#### 5.8 Additional Miscellaneous Services/Requirements

- a. Documentation: The Contractor will be responsible for preparing, maintaining, and submitting weekly reports to the Department of Parks and Recreation. Reports shall include, but are not limited to, the following:
  - Incident/accident reports by 12 p.m. of the next business day, to include difficulties with participants, equipment, etc.
  - Request for supplies
  - Time sheet summary for lifeguards
  
- b. Inclement Weather/Emergency Shutdown: The City and/or the Contractor may close the pool facility in an emergency situation or during inclement weather. The Contractor will notify the City immediately of closing due to inclement weather, mechanical failure, or other conditions outside the Contractor's control. If the pool fails to open on its scheduled opening date or is closed during the pool operating season due to mechanical failure, inclement weather or responsibility outside of the Contractor's control, there will be no charge or adjustment in the compensation to the Contractor. If the pool is closed for a period of more than three (3) consecutive days because of mechanical failure, or the necessity of extensive repairs, inclement weather, or the order of any local or state regulatory body for any reason outside of the Contractor's control and responsibility, the Contractor shall refund fifty percent (50%) of the daily operating cost from the second (2nd) day of closure until the pool is reopened for normal operation.
  
- c. Alcohol Consumption: The Contractor shall strictly prohibit consumption of all alcoholic beverages. The City will be responsible for making patrons aware of its alcohol policy by posting prominent signs.
  
- d. Contact Person: The contact person for the City's Department of Parks and Recreation will be Jason Jones, Recreation Supervisor, or other staff as approved by the City. The successful Contractor will be required to provide one contact person to represent his/her company, as well as phone numbers, etc. of the pool manager and at least one assistant. Contact person(s) and telephone and/or pager numbers must be provided on the attached BID FORM.

#### 5.9 Responsibilities of the City of Suffolk

Responsibilities of the City will include the following:

- a. The City will be responsible for furnishing liquid chlorine. The Contractor will be responsible for furnishing all other chemicals necessary to ready the pool for use and all chemicals necessary to maintain water quality standards as prescribed by local or state health departments. In order to keep liquid chlorine supplied, the City requires (two) 2 weeks notice for

ordering. As an option, the City may purchase liquid chlorine from the Contractor at the price stated under "OPTION" on the BID FORM.

- b. The City will be responsible for ordering and obtaining all supplies such as cleanser, disinfectant, paper products, first-aid equipment, water test kit reagents, cleaning equipment and other expendable items needed for the operation of the pool. Pool ladders, handrails, lifeguard chairs, safety rope, and other safety equipment will be provided by the City.
- c. The City will provide personnel to secure safe entry to the pool facility.
- d. The City will recruit and schedule swim instructors.
- e. The City shall provide water, electricity and gas (if required) for the operation of the pool.

#### 5.10 Employee Background Certification

Upon award, the Contractor any employee who will have direct contact with children shall provide certification that (1) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (2) whether he has been convicted of a crime of moral turpitude. Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The successful bidder will be required to sign and return the attached "CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION" to the City of Suffolk prior to beginning work.

## 6.0 INSTRUCTIONS TO BIDDERS

### 6.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. Bids must be received by the Purchasing Division no later than the time specified on the opening date.

***Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.*** Faxed and e-mailed bids shall not be accepted.

It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. The "official" time of acceptance shall be "date stamped" upon receipt of the bid package in the Purchasing Division office. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the BID Form will be considered in determining the final Bid amount.

## 6.2 City Contacts

Questions related to bid submittals should be directed to:

Cindy Norfleet, Senior Buyer  
(757) 514-7522  
cnorfleet@suffolkva.us

The Senior Buyer is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

## 6.3 Firm Pricing

Bid price must be firm for City acceptance for ninety (90) days from bid opening date.

## 6.4 Pricing to be F.O.B. Destination – Freight Included

Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.

## 6.5 Contract Quantities

The quantities specified in the Invitation for Bid are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City.

**NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY.**

## 6.6 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Contract.

## 6.7 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the

established bid opening date or time, unless the purchaser has extended the opening date.

#### 6.8 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

#### 6.9 Late Bids

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

#### 6.10 Rights of City

The City reserves the right to accept or reject all or part of any bid, waive any informality and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

In accordance with the Virginia Public Procurement Act Section 2.2-4320 B, a public body may waive informalities in bids. An "informality" is defined in Section 2.2-4301 as "a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured."

The City further reserves the right to request clarification on any bid submittal or any documents requested or included in the bid submittal. Requests for insurance documents, additional specification requirements, drawings, contractor's license, standard forms, etc. which may inadvertently be omitted from the BID FORM may be considered to be an "informality" and may be submitted at a later date, at the option of the City, as long as the omissions do not affect the price, quality, quantity or delivery for the goods or services being procured.

#### 6.11 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract.

If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

#### 6.12 Inclement Weather/Closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

#### 6.13 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder at the City's sole discretion. The City reserves the right to award the contract by item or in total for the contract period; the decision to make such award will be at the sole discretion of the City.

#### 6.14 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on

#### 6.15 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors

- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

#### 6.16 Taxes in Arrears

No bid or proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

### 7.0 **CONTRACT TERMS AND CONDITIONS**

#### 7.1 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement.

Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

#### 7.2 Insurance Requirements

Contractor shall purchase and maintain the following insurance coverage:

- a. Workers Compensation  
As statutorily required by the Commonwealth of Virginia. Employers Liability, minimum requirement \$1,000,000.
- b. Commercial General Liability  
Minimum Limits  
General Liability:
 

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$ 50,000	Fire Damage Limit
\$ 5,000	Medical Expense Limit
- c. Auto Liability insurance  
Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.  
  
Minimum Limits  
Automobile Liability:
 

\$1,000,000	Combined Single Limit
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\$1,000,000 Each Occurrence Limit  
\$ 5,000 Medical Expense Limit

- d. Should the Contractor lease his equipment, it shall be the Contractor's responsibility to obtain any necessary additional insurance, at Contractor's expense.
- e. A certificate evidencing the above insurance coverage shall be provided by the contractor to the City of Suffolk prior to the commencing work. The City of Suffolk shall be named as an Additional Insured; endorsements of same shall be submitted with certificate. It shall be the Contractor's responsibility to keep the required insurance coverage's in full force, and without lapse,during the entire term of this agreement. Notices of cancellation or any changes to insurance shall be provided to the City of Suffolk thirty (30) days prior to the effective date of such change or cancellation.
- f. All insurance shall be placed with insurers maintaining an A.M. best rating of no less than A:VII.
- g. Coverage Provisions
  - 1. All deductibles or self-insured retention shall appear on the certificate(s).
  - 2. The City of Suffolk, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Workers' Compensation/Employers' Liability.
  - 3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City. Provisions of Items 2 and 3 shall be included as a portion of any resulting contract.
  - 4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
  - 5. All coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
  - 6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
  - 7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.

8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Manager.
11. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

### 7.3 Hold Harmless Clause

The Contractor shall, during the term of the contract, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

### 7.4 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).



In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 7.5 Ethics In Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (Code of Virginia 2.2.4367)

#### 7.6 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

#### 7.7 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

## 7.8 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

## 7.9 Drug-Free Workplace

During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## 7.10 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

## 7.11 Faith Based Organization

City of Suffolk does not discriminate against faith-based organizations.

## 7.12 Substitutions

NO substitutions or cancellations are permitted after award without written approval by the Purchasing Agent.

## 7.13 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Unless otherwise provided, interest on the payment shall not exceed the rate of one percent (1%) per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### 7.14 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

Payments to subcontractor(s) shall be made in accordance with §2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in this contract, interest shall accrue at the rate of one percent (1%) per month.

#### 7.15 Assignment of Contract

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

#### 7.16 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written Notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to Contractor by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

#### 7.17 Termination with Cause/Default/Cancellation

In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal or as provided in this Contract.

Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

#### 7.18 Non Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the City of any kind whatsoever.

#### 7.19 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

#### 7.20 Controlling Law; Venue, Pending/During Litigation

This CONTRACT shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The CONTRACTOR shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the CITY or by written instruction/order from the Court.

7.21 Compliance with State Law; Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

# BID FORM

**TO:** City of Suffolk, VA  
Purchasing Division  
441 Market Street  
Suffolk, VA 23434

**BID:** Pool Maintenance  
and Operation  
**DUE:** March 20, 2012  
**TIME:** 3:00 p.m., Local

Quote firm lump sum price(s), exclusive of all taxes, to provide all services related to the maintenance and operation of Cypress Park Pool, 2001 Arizona Avenue, Suffolk, Virginia, inclusive of all equipment, labor, and transportation, during the 2012, 2013, and 2014 seasons in accordance with all specifications, terms, and conditions herein.

The bid will be awarded to the lowest responsive and responsible bidder for the three-year total (*Grand Total for three seasons*).

## **2012 Season (May 28 – September 2, 2012)**

Pool Maintenance	\$ _____
Daily Pool Operations (§5.3, 5.4, 5.5, & 5.6)	\$ _____
Monthly inspections for priming pump (October-April)	\$ _____

**TOTAL (2012 Season):** \$ \_\_\_\_\_

## **2013 Season (May 27 – September 1, 2013)**

Pool Maintenance	\$ _____
Daily Pool Operations (§5.3, 5.4, 5.5, & 5.6)	\$ _____
Monthly inspections for priming pump (October-April)	\$ _____

**TOTAL (2013 Season):** \$ \_\_\_\_\_

## **2014 Season (May 26 – August 31, 2014)**

Pool Maintenance	\$ _____
Daily Pool Operations (§5.3, 5.4, 5.5, & 5.6)	\$ _____
Monthly inspections for priming pump (October-April)	\$ _____

**TOTAL (2014 Season):** \$ \_\_\_\_\_

***GRAND TOTAL (3 seasons):*** \$ \_\_\_\_\_

Contractor's contact person \_\_\_\_\_ can be reached by telephone at \_\_\_\_\_ (number) and/or pager at \_\_\_\_\_ (number). Other contacts and telephone/pager numbers are as follows:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

**OPTION I:** As an option, the Contractor agrees to furnish liquid chlorine at the following prices (contractor to provide storage tanks):

\$ \_\_\_\_\_ per gallon with minimum delivery of 50 gallons  
\$ \_\_\_\_\_ per gallon for deliveries of less than 50 gallons

**OPTION II:** Additional lifeguards, if needed, may be hired by the City at a cost of \$ \_\_\_\_\_ per hour for each lifeguard.

Bidder has included the following with the bid submittal (√ if you comply):

- \_\_\_\_\_ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- \_\_\_\_\_ Proof of Authority to Transact Business in Virginia
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Contractor/Employee Background Certification

**Payment Terms/Discounts** \_\_\_\_\_ (Suffolk's normal payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 days from receipt of proper invoice will not be considered in award.)

**BIDDER:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Person Quoting \_\_\_\_\_ )) \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_ E-mail address: \_\_\_\_\_

I certify by my signature below that I have received the documents associated with this bid/proposal and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; base on this, by my signature below I waive all rights to future claims against the City of Suffolk that the documents were incomplete or not understandable.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interests Act, Code of Virginia, Section 2.1-639.1 et. seq.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



## CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with children, the City will require the contractor, and when relevant, any employee who will have direct contact with the children, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude. Any contractor providing services for the City's Department of Parks and Recreation, whose employees will have direct contact with children, is required to provide the certification listed below:

As a contractor providing services for the City of Suffolk's Department of Parks and Recreation, whose employees will have direct contact with children, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (1) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (2) convicted of a crime of moral turpitude.

CONTRACTOR NAME \_\_\_\_\_

BUSINESS NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. The City shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with children" means being in the presence of children during scheduled hours of the activity.

**ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES**

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

**NONDISCRIMINATION CLAUSE:**

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
  - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
  - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
  - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
  - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	
Fax Phone Number: (    )	Title
FIN/SSN#:	

Is your firm a "minority" business?  Yes  No      If yes, please indicate the "minority" classification below:  
 African American     Hispanic American     American Indian     Eskimo     Asian American     Aleut  
 Other; Please Explain: \_\_\_\_\_

Is your firm Woman Owned?  Yes  No      Is your firm a Small Business?  Yes  No

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

*THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.*

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE WITH COPIES OF DOCUMENTATION**

# POOL SCHEDULE – 2012 - 2014

## 2012 Season

<u>Dates/Days</u>	<u>Times</u>	<u>Program/Class</u>	<u>Staff Needed</u>
Memorial Day (5/28/12)	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>Sat. &amp; Sun. (Weekends Only)</b>			
6/2/12 - 6/17/12	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
8/25/12 - 9/2/12	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>Tues.- Sun.</b>			
6/19/12-8/19/12	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>*If group swim Tues &amp; Thurs</b> Lifeguards	3p.m.-7pm	Open Swim for Public	1 Pool Manager, 3
<i>Group Swim (Tues &amp; Thurs)</i>	<i>1p.m.-3p.m.</i>	<i>Pre-Paid Groups Only</i>	<i>2 lifeguards</i>
<b><u>Party Rentals</u></b>			
Fridays	5p.m.-7p.m.	Pre-paid Groups Only	2 lifeguards
Saturdays	11am-1p.m.	Pre-paid Groups Only	2 lifeguards
<b><u>Summer Programs</u></b>			
Mon. 7/2/12	12p.m.-2p.m.	Planet Recreation	1 Pool Manager, 3 lifeguards
Mon. 7/9/12	12p.m.-4p.m.	Planet Recreation (2 sites)	1 Pool Manager, 3 lifeguards
Mon. 7/16/12	12p.m.-2p.m.	Hoops 4 Life	1 Pool Manager, 3
Lifeguards			
Mon. 7/23/12	12p.m.-4p.m.	Planet Recreation (2 sites)	1 Pool Manager, 3 lifeguards
Mon. 7/30/12	12p.m.-2p.m.	Discover Your Future	1 Pool Manager, 3 lifeguards
Mon. 8/6/12	12p.m.-2p.m.	Planet Fun	1 Pool Manager, 3 lifeguards
Mon. 8/13/12	12p.m.-2p.m.	Planet Recreation	1 Pool Manager, 3 lifeguards
<b><u>Children's Swimming Classes (Mon.-Thurs.) Make up classes on Fridays at the same time</u></b>			
6/18/12-6/28/12	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
6/18/12-6/28/12	11a.m.-11:50a.m.	Tadpole Tots (Ages 3-5)	1 lifeguard
7/2/12-7/12/12	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/2/12-7/12/12	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/16/12-7/26/12	9a.m.-9:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/16/12-7/26/12	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/16/12-7/26/12	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/30/12-8/9/12	9a.m.-9:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/30/12-8/9/12	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/30/12-8/9/12	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard

8/13/12-8/16/12	9a.m.-9:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard
8/13/12-8/16/12	10a.m.-10:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard
8/13/12-8/16/12	11a.m.-11:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard

### 2013 Season

<u>Dates/Days</u>	<u>Times</u>	<u>Program/Class</u>	<u>Staff</u>
<b>Needed</b>			
<b>Memorial Day (5/27/13)</b>	<b>2p.m.-6p.m.</b>	<b>Open Swim for Public</b>	<b>1</b>
		<b>Pool Manager, 3 Lifeguards</b>	
<b>Sat. &amp; Sun. (Weekends Only)</b>			
6/1/13 - 6/16/13	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
8/24/13 - 9/1/13	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>Tues.- Sun.</b>			
6/18/13-8/18/13	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>*If group swim Tues &amp; Thurs</b>	3p.m.-7pm	Open Swim for Public	1 Pool Manager, 3
Lifeguards			
<i>Group Swim (Tues &amp; Thurs)</i>	<i>1p.m.-3p.m.</i>	<i>Pre-Paid Groups Only</i>	<i>2 lifeguards</i>
<b>Party Rentals</b>			
Fridays	5p.m.-7p.m.	Pre-paid Groups Only	2 lifeguards
Saturdays	11am-1p.m.	Pre-paid Groups Only	2 lifeguards
<b><u>Summer Programs</u></b>			
Mon. 7/1/13	12p.m.-2p.m.	Planet Recreation	1 Pool Manager, 3 lifeguards
Mon. 7/8/13	12p.m.-4p.m.	Planet Recreation (2 sites)	1 Pool Manager, 3 lifeguards
Mon. 7/15/13	12p.m.-2p.m.	Hoops 4 Life	1 Pool Manager, 3
Lifeguards			
Mon. 7/22/13	12p.m.-4p.m.	Planet Recreation (2 sites)	1 Pool Manager, 3 lifeguards
Mon. 7/29/13	12p.m.-2p.m.	Discover Your Future	1 Pool Manager, 3 lifeguards
Mon. 8/5/13	12p.m.-2p.m.	Planet Fun	1 Pool Manager, 3 lifeguards
Mon. 8/12/13	12p.m.-2p.m.	Planet Recreation	1 Pool Manager, 3 lifeguards
<b><u>Children's Swimming Classes (Mon.-Thurs.) Make up classes on Fridays at the same time</u></b>			
6/17/13-6/27/13	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
6/17/13-6/27/13	11a.m.-11:50a.m.	Tadpole Tots (Ages 3-5)	1 lifeguard
7/1/13-7/11/13	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/1/13-7/11/13	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/15/13-7/25/13	9a.m.-9:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/15/13-7/25/13	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/15/13-7/25/13	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/29/13-8/8/13	9a.m.-9:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/29/13-8/8/13	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard

7/29/13-8/8/13	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
8/12/13-8/15/13	9a.m.-9:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard
8/12/13-8/15/13	10a.m.-10:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard
8/12/13-8/15/13	11a.m.-11:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard

**2014 Season**

<u>Dates/Days</u> <u>Needed</u>	<u>Times</u>	<u>Program/Class</u>	<u>Staff</u>
<b>Memorial Day (5/26/14)</b>	<b>2p.m.-6p.m.</b>	<b>Open Swim for Public</b>	<b>1</b>
		<b>Pool Manager, 3 Lifeguards</b>	
<b>Sat. &amp; Sun. (Weekends Only)</b>			
5/31/14 - 6/15/14	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
8/23/14 - 8/31/14	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>Tues.- Sun.</b>			
6/17/14-8/17/14	2p.m.-6p.m.	Open Swim for Public	1 Pool Manager, 3 lifeguards
<b>*If group swim Tues &amp; Thurs</b>	3p.m.-7pm	Open Swim for Public	1 Pool Manager, 3
Lifeguards			
<i>Group Swim (Tues &amp; Thurs)</i>	<i>1p.m.-3p.m.</i>	<i>Pre-Paid Groups Only</i>	<i>2 lifeguards</i>
<b>Party Rentals</b>			
Fridays	5p.m.-7p.m.	Pre-paid Groups Only	2 lifeguards
Saturdays	11am-1p.m.	Pre-paid Groups Only	2 lifeguards
<b><u>Summer Programs</u></b>			
Mon. 6/31/14	12p.m.-2p.m.	Planet Recreation	1 Pool Manager, 3 lifeguards
Mon. 7/7/14	12p.m.-4p.m.	Planet Recreation (2 sites)	1 Pool Manager, 3 lifeguards
Mon. 7/14/14	12p.m.-2p.m.	Hoops 4 Life	1 Pool Manager, 3
Lifeguards			
Mon. 7/21/14	12p.m.-4p.m.	Planet Recreation (2 sites)	1 Pool Manager, 3 lifeguards
Mon. 7/28/14	12p.m.-2p.m.	Discover Your Future	1 Pool Manager, 3 lifeguards
Mon. 8/4/14	12p.m.-2p.m.	Planet Fun	1 Pool Manager, 3 lifeguards
Mon. 8/11/14	12p.m.-2p.m.	Planet Recreation	1 Pool Manager, 3 lifeguards
<b><u>Children's Swimming Classes (Mon.-Thurs.) Make up classes on Fridays at the same time</u></b>			
6/16/14-6/26/14	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
6/16/14-6/26/14	11a.m.-11:50a.m.	Tadpole Tots (Ages 3-5)	1 lifeguard
6/30/14-7/10/14	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
6/30/14-7/10/14	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/14/14-7/24/14	9a.m.-9:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/14/14-7/24/14	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/14/14-7/24/14	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
7/28/14-8/7/14	9a.m.-9:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard

7/28/14-8/7/14	10a.m.-10:50a.m.	Beginner Swimming (Ages 6-14)	1 lifeguard
7/28/14-8/7/14	11a.m.-11:50a.m.	Planet Rec Swimming (Ages 5-12)	1 lifeguard
8/11/14-8/14/14	9a.m.-9:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard
8/11/14-8/14/14	10a.m.-10:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard
8/11/14-8/14/14	11a.m.-11:50a.m.	Planet Fun Swimming (Ages 5-12)	1 lifeguard