

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

INVITATION TO BID (ITB) NO. 21-DPR-ITB-601

YOUTH BASKETBALL OFFICIALS
(One Contract per Group to be awarded)

ELECTRONIC SEALED BIDS WILL BE RECEIVED BY ARLINGTON COUNTY VIA [VENDOR REGISTRY](#) UNTIL 1:00 P.M. ON THE 20TH DAY OF APRIL 2021. REGISTRATION IS NOT REQUIRED TO DOWNLOAD THE ITB. IN ORDER TO SUBMIT A RESPONSE TO THIS ITB, REGISTRATION IS REQUIRED. NO RESPONSES WILL BE ACCEPTED AFTER THE BID DUE DATE AND TIME.

THERE IS A NONMANDATORY PREBID CONFERENCE ON APRIL 2, 2021 at 9:00 A.M.

[Click here to join the Nonmandatory Prebid Conference via Microsoft Teams meeting](#)

+1 347-973-6905, 758448114# United States, New York City (Toll)

Conference ID: 758448114#

The Prebid Conference is to allow potential Bidders an opportunity to obtain clarification of the specifications and requirements of the solicitation. ATTENDANCE IS OPTIONAL. Minutes of the Prebid Conference will be recorded by the County and will be incorporated into the solicitation documents through an Addendum. Interested Bidders are encouraged to attend.

The County will conduct the public bid opening via Microsoft Teams Application (APP). Bidders interested in attending the public bid opening must download the APP and join the meeting via the Microsoft Teams APP and enable audio, video or both. The link to join the public bid opening is provided below:

PUBLIC BID OPENING ON APRIL 20, 2021 AT 1:00 P.M:

[Click here to join the Public Bid Opening via Microsoft Teams meeting](#)

[+1 347-973-6905, 988594456#](#) United States, New York City

Phone Conference ID: 988 594 456#

NOTICE: ANY BIDDER ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A BID (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Tomoka Price, VCO, VCA
Procurement Officer
tprice@arlingtonva.us

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I. INFORMATION FOR BIDDERS

1. QUESTIONS AND ADDENDA

BIDDERS MUST BE REGISTERED IN VENDOR REGISTRY TO SUBMIT A QUESTION FOR THIS INVITATION TO BID.

All communications relating to this solicitation must be submitted online using Vendor Registry. For a question to be considered, the question must be entered in the Question Section of **ITB No. 21-DPR-ITB-601**. Prior to the award of a contract resulting from this solicitation, Bidders are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED BY APRIL 6, 2021 AT 5:00 PM EASTERN TIME TO BE CONSIDERED. ALL QUESTIONS RECEIVED BY THE QUESTION DEADLINE WILL BE RESPONDED TO WITHIN VENDOR REGISTRY AND POSTED FOR ALL BIDDERS. THE SYSTEM WILL NOT ACCEPT ANY QUESTIONS AFTER THIS DATE AND TIME.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Bidders are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. INTEREST IN MORE THAN ONE BID AND COLLUSION

Reasonable grounds for believing that a Bidder is interested in more than one bid for a solicitation, including both as a Bidder and as a subcontractor for another Bidder, or that collusion exists between two or more Bidders, will result in rejection of all affected bids. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on bids of two or more different Bidders. Bidders rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same work.

3. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that a bidder or contractor submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder or contractor must invoke VFOIA protection clearly and in writing on the Bid Form for County review. The Bid Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

4. DEBARMENT STATUS

The Bidder must indicate on the Bid Form whether it or any of its principals is currently debarred from submitting bids to the County or to any other state or political subdivision and whether the Bidder is an agent of any person or entity that is currently debarred from submitting bids to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

5. EQUIVALENT EXPERIENCE AND REFERENCES

If a Bidder is unable to meet the experience and/or reference requirements of this solicitation, the Bidder may submit a resume indicating the qualifying experience and references for previous work by the proposed Head Official/Assigner. The Head Official/Assigner's resume must include a description of the previous contract(s) and contact information for the previous employer(s), the contract owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the Head Official/Assigner's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Bidder may not change the named Head Official/Assigner for the duration of the contract unless the County approves a substitute Head Official/Assigner with equivalent qualifications.

6. AUTHORITY TO TRANSACT BUSINESS

Any Bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be included on the Bid Form. Any Bidder that is not required to be authorized to transact business in the Commonwealth must include in its bid a statement describing why the Bidder is not required to be so authorized. The County may require a Bidder to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a Bidder to provide such documentation will be a ground for rejection of the bid or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

7. ARLINGTON COUNTY BUSINESS LICENSES

The successful Bidder must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail mailto: business@arlingtonva.us.

8. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the contract documents are the present expectations the County has for the period of the contract, and the County is under no obligation to the estimated quantity, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation over the unit prices and/or rates specified in the contract.

The items covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods covered by the resulting contract.

9. BID FORM SUBMISSION

The submitted Bid Form must be signed and fully executed. The Bid Form must be submitted electronically via Vendor Registry no later than the date and time specified in this solicitation. The Vendor Registry system will not accept bids after the close date and time. The County will not accept emailed or faxed bid

The Bidder name on the electronic bid submittal shall be the same as the Contractor/Vendor name as the registration in Vendor Registry for the upload to be considered a valid bid. **ONLY ELECTRONIC SUBMISSION IS ALLOWED, NO BID SUBMITTED OTHER THAN A VENDOR REGISTRY ELECTRONIC UPLOAD WILL BE ACCEPTED. Arlington County is not responsible for late submissions, missed Addendums, or questions not submitted before the end date and time.**

Timely submission is solely the responsibility of the Bidder. The Vendor Registry System will not accept applications after the publicly posted date and time. A bid may be rejected if the Bid Form is not signed in the designated space by a person authorized to legally bind the Bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, Arlington County reserves the right to decide, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to bid acceptance, Arlington County may request the bidder to withdraw or modify any such modifications or additions, if it does not affect quality, quantity, price, or delivery.

Bids and all documents uploaded/submitted to Arlington County by an Bidder become the property of the County upon receipt.

10. BIDDER CERTIFICATION

Submission of a signed Bid Form is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with the County, and that it will accept any award made to it as a result of the submission.

11. ERRORS IN EXTENSION

If the unit price and the extension price differ, the unit price will prevail.

12. EXCEPTIONS AND NONCONFORMING TERMS AND CONDITIONS

If a bid contains exceptions to the solicitation or alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for nonresponsiveness. The County reserves the right to permit a Bidder to withdraw such exceptions or nonconforming terms and conditions from its bid prior to the County's determination of nonresponsiveness.

13. DISCOUNTS

Discounts for the County's on-time payment of invoices are allowed, but the County will not consider the discount when evaluating bid prices or awarding the contract.

14. BIDDERS' RESPONSIBILITY TO INVESTIGATE

Before submitting a bid, each bidder must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the bidder will rely. No pleas of ignorance of such conditions and requirements will relieve the successful bidder from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful bidder.

15. BIDDER'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy or error in the solicitation documents.

16. QUALIFICATION OF BIDDERS

Bidders shall have five (5) years of experience in providing basketball or another sport officiating services. The experience shall include at a minimum three (3) years of youth officiating services. Bidders shall also have experience assigning officials for any sport leagues/programs consisting of a minimum of 50 youth games per season/program. Bidders shall submit a resume describing official assigning and officiating experience.

Company Experience: Bidders shall provide a list of 3 references for youth officiating services, of similar league size, and scope, that have been executed during the past five (5) years. For each reference, Bidders shall list the following information:

- Contract Name
- Contract description and scope of work

- Contract manager's name, telephone number and email address
- Final contract value

The experience of the Head Official/Assigner(s) may be imputed to a newly formed company/Contractor provided the Contractor owner(s) has/have at least 5 years of demonstrated experience of reliability and meets the criteria set forth herein.

Staffing Qualifications: The Head Official/Assigner assigned to this work shall have at least five (5) years of experience in officiating basketball leagues of similar type and size. The Lead Official assigned to each game shall have at least 1 year of experience in officiating basketball leagues of similar type and size and at least sixteen (16) years of age for Elementary and Middle School and eighteen (18) years of age for High School.

In addition, the Purchasing Agent may require a Bidder to demonstrate that it has the necessary facilities, ability and financial resources to furnish the materials or goods specified herein. A Bidder may also be required to provide past history and references.

17. BID WITHDRAWAL PRIOR TO BID OPENING

The Bidder may withdraw a bid from Vendor Registry before the opening date and time. It is the sole responsibility of the Bidder to remove and/or resubmit a bid before the bid deadline.

18. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for the bid opening. The bidder must give an electronic written notice to the Arlington County Purchasing Agent of a claim of right to withdraw a bid and provide all work papers, documents and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if the County fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

19. METHOD OF AWARD

The County will award one contract for the Elementary and Middle School Group and one contract to the High School Group to the lowest responsive and responsible Bidder determined by **Grand Total for the Elementary and Middle School Group and the Grand Total for the High School Group on the Bid Form**. However, Arlington County reserves the right to make the award to multiple bidders. **Arlington County reserves the right to award the contract by Groups, to award to more than one Bidder, and/or to make an award either in whole or in part, whichever is in its best interest. Bidders must bid on all items listed per Group to be considered. Bidders may bid on one or both Groups. Bidders should mark "No Bid" on the non-applicable Group.**

Arlington County also reserves the right to reject any bids, in whole or in part, to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest. Bidders are reminded that monthly prices shall include FOB Destination, all labor, material, overhead and profit and all charges that may be incurred.

20. INFORMALITIES

The County reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods being procured. If insufficient information is submitted for Arlington County to properly evaluate a bid or a bidder; the County may request such additional information after bid opening, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods being procured.

21. INSURANCE REQUIREMENTS

Each bidder must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to do so, it may propose alternate insurance coverage for consideration by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least 10 working days prior to bid due date. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids.

22. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will post a Notice of Award or Intent to Award to [Vendor Registry](#).

23. EXPENSES INCURRED IN PREPARING BID

The Bidder is responsible for all expenses related to its bid.

24. RIDER CLAUSE

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

25. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, the County reserves the right to negotiate with the apparent low bidder to obtain an acceptable price. Negotiations with the apparent low bidder may involve discussions of reduction of quantity, quality, or other cost saving mechanisms. The final negotiated contract shall be subject to final approval of the County, in its sole discretion.

26. ELECTRONIC SIGNATURE

If awarded, the Bidder may be required to accept an agreement and sign electronically through the County's e-signature solution, DocuSign.

II. SCOPE OF SERVICES

Arlington County Department of Parks and Recreation (DPR) administers multiple basketball leagues throughout the year for. The County seeks to establish two separate contracts with a qualified Contractor(s) to provide all materials, equipment, labor and supervision for youth basketball officiating services. One Contract for each league listed below:

- Group 1 – Elementary and Middle School Basketball League for youth in grades 3rd-8th.
- Group 2 – High School Basketball League for youth in grades 9th-12th.

Games are played in Arlington County Community Centers and Arlington Public School gymnasiums. The Contractor shall provide officiating services and a minimum of two (2) basketball officials per game.

1. Group 1: Elementary and Middle School Youth Basketball - Each league plays single elimination tournaments over the course of 1-3 weeks. DPR anticipates an additional amount of playoff games following the completion of the regular season:

- 4th - 8th Grade Winter: 180 playoff games (no 3rd grade playoff games)

Winter (December – Mid March) Youth Basketball Grades 3-8			
Day	Time(s)	Estimated Games/Day	Concurrent Games (Average)
Monday	6:15pm – 9:15pm	20	7
Friday	6:15pm – 9:30pm	20	6
Saturday	8:30am – 9:45pm	175	6-14
Sunday	10:00am – 9:00pm	30	4-8

2. Group 2: High School Youth Basketball – Each league plays single elimination tournaments over the course of 1-3 weeks. DPR anticipates an additional amount of playoff games following the completion of the regular season:

- 9th – 12th Grade Winter: 60 playoff games
- 9th – 12th Grade Late Night: 20 playoff games

Winter (December – Mid March) Youth Basketball Grades 9-12			
Day	Time(s)	Estimated Games per Day	Concurrent Games (Average)
Saturday	8:30am – 9:45pm	15-30	3-5
Sunday	10:00am – 9:00pm	40-50	6-10

Late Night (Late March – Late June) Youth Basketball Grades 9-12			
Grade Level	Days/Times of Play	Estimated Games/Day	Concurrent Games (Average)
9 – 12 Grade	Fridays 6:00pm – 10:00pm	10-12	2-4

3. Schedule for all Youth Basketball (Elementary, Middle and High School):

Schedules may shift to various days over the course of this contract. **NOTE:** Games do not take place during Arlington Public School's winter break in December.

- Games and use of Arlington County facilities will be scheduled and/or rescheduled by DPR for each league as specified herein. DPR will be responsible for scheduling and rescheduling the use of facilities.
- At least two (2) weeks prior to the start of the regular season of each league, DPR will email the game blocks by age groups to the Contractor's point of contact. Upon email notification from the County, the Contractor shall confirm receipt of the schedule via email within forty-eight (48) hours. DPR will send any updates or changes to this same person. The game blocks will show the start times, end times, and location of games but not include specific team matchups or exact game times.
- At least two days prior to the game time, DPR will email the game schedule to the Contractor. Pre and post season games will receive general blocks seven (7) days in advance with a final schedule no later than two (2) days in advance.
- In the event of a game cancellation with the exception of inclement weather, the County will provide the Contractor(s) twenty-four (24) hours' notice for games. If the cancellation notice provided by the County is less than 24 hours, the Contractor(s) will receive payment equal to 50% of the cancelled game fee unless for inclement weather closures. Officials will not receive payment for games cancelled for inclement weather.

4. Contractor shall:

- a. Have officials at least sixteen (16) years of age for Elementary and Middle School and at least 18 years of age for High School grades.
- b. Have one (1) designated lead official with at least one (1) year experience in officiating basketball. For middle and high school grades, the lead official must be at least 18 years old.
- c. Ensure officials are neatly groomed and in an appropriate uniform for basketball:
 - black/white stripped officials' shirt
 - solid black pants or shorts
 - black socks
 - athletic shoes (preferably black)
 - whistle
- d. Be at the scheduled game site at least fifteen (15) minutes before the scheduled game time.
- e. Ensure that all officials have completed at least twelve (12) hours of basketball officials' training, both classroom and in gym, which incorporates National Federation of State High Schools (NFHS) rules and [2019-20 Youth Basketball Leagues Rules & Regulations](#). The County reserves the right to provide a portion of this training pertaining to specific County policies and communication.
- f. Agree and sign Arlington County's Officials' Code of Conduct (Exhibit B).
- g. Have knowledge and understanding of Arlington County Department of Parks and Recreation Youth Basketball Leagues Rules & Regulations. Rules are reviewed annually and subject to change. Prior to the start of the season, the County will provide the Contractor any and all updated changes to the Youth Basketball Leagues Rules & Regulations and any scheduled officials training.
- h. Have at least one hundred (100) officials available to cover the estimated quantity of games. Contractor(s) should have enough officials to ensure that an official does not officiate more than five (5) consecutive games and eight (8) total games on any given day. Arlington County shall assist in recruitment of new referees through website and electronic newsletter announcements though the contractor is responsible for ensuring enough staff. The Contractor should have at least 100 officials available during the season. A list of officials should be provided prior to the season starting to ensure enough are available.
- i. Report any issues related to staffing or game management to the designated County Staff/League Commissioner at the end of every weekend.

- j. Provide a scheduling point of contact and a backup contact, both of whom are familiar with the officials and the league schedules. DPR staff should always be able to get in touch with at least one of these individuals during scheduled game times.
 - k. Provide a mailing address, email address and telephone number for County to publish and to use to convey complaints, concerns, or questions regarding officials employed and assigned by Contractor.
 - l. Have in place and provide the following policies:
 - No/Late Show Policy.
 - Officiating and Game Complaints Policy: requires follow-up with the County within 24 hours. Player, coach, or fan ejections must be reported the same day of their occurrence to DPR.
 - Supervising and Training Officials Policy, to include an evaluation process.
 - m. Provide a policy or description of payment system. The policy/descriptions shall include how the Contractor pays the officials. Upon request, the contractor must provide reports that demonstrate fiscal accountability under this contract, including proof of payment to officials.
 - n. Provide a policy or description of scheduling system used to schedule officials. The policy/description shall include how the Contractor schedules/reschedules and modify game changes such as location changes. Upon request, the contractor must provide a demo that demonstrates the ability to schedule the volume of games.
 - o. Upon request from the County and prior to performing any work under this contract, have all staff or agents of the Contractor over the age of 18, paid or unpaid, have a completed background check accepted, approved by the County, and provided to DPR. Background checks are at the Contractor's expense. The County reserves the right to amend the background check process and requirements at any time in its sole discretion. The Contractor's staff/employee shall not work under this contract in any program serving youth under the age of 18 who has been convicted of one or more of the following offenses:
 - Sex offenses, regardless of the amount of time since the date of the offense (examples of sex offenses include, but are not limited to, child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, and indecent exposure)
 - Felonies involving violence, regardless of the amount of time since the date of the offense (examples of felonies involving violence include, but are not limited to, murder, manslaughter, aggravated assault, hit and run, kidnapping, robbery, and burglary)
 - Felonies committed within the past 10 years
 - Misdemeanors involving violence committed within the past 7 years (examples of misdemeanors involving violence include battery and domestic assault)
 - Misdemeanors involving alcohol or other drugs committed within the past 5 years or multiple misdemeanors involving alcohol or other drugs committed in the past 10 years (examples including, but are not limited to, driving under the influence, drug or alcohol possession, public intoxication, and possession of drug paraphernalia)
 - The County further requires that the Contractor not employ as a staff member or agent at any program any person who is, on or after the date of the County's execution of this Agreement, charged with any sex offense, felony, or misdemeanor, or is known by the Contractor to be under investigation for any such crime.
5. In the instance an Official does not show and/or a substitute is not available, the Contractor his or herself should officiate. If this occurs, the Contractor shall provide contact information for another representative that will be available and responsive to resolve any game time issues.
 6. Health and Safety Requirements Related to the Covid-19 Pandemic: DPR follows the most recent guidance outlined by all applicable local, state, and federal policies. Therefore, this league, for winter 2021-2022 or other future applicable opportunities, in addition to and it may include the following:

1. No fans/parents or siblings allowed on the court.
2. Hand sanitizer and disinfectant and will be provided and should be used between games
3. A COVID Coach for each team will be on the bench. The COVID coach will be on the bench enforcing mask wearing for players on the sideline, reminding players to use hand sanitizer and disinfecting the basketball at breaks in the game.
4. Officials will be required to wear masks on the court
5. Electronic whistles may be provided by DPR; these will be left at the site and may be used by other officials. Officials should disinfect these after his or her use.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.

III. AGREEMENT AND CONTRACT TERMS AND CONDITIONS

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 21-DPR-ITB

THIS AGREEMENT is made, on _____, between _____ *Contractor's name*, _____ *Contractor's address* ("Contractor") a _____ *name of state* _____ *type of entity* authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 21-DPR-ITB-601.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"), more particularly described in the Scope of Services included with the Invitation to Bid. The primary purpose of the Work is to provide basketball officiating services for youth (grades 3-12) basketball games. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It will be the Contractor's responsibility, at its sole cost, to provide the services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on _____, 20____ and must be completed no later than _____20 ____ ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from _____, 20____ to _____, 20____ (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services covered in the County's Invitation to Bid No. 21-DPR-ITB-601 at the prices provided in the bid of the Contractor.

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until _____ (“Price Adjustment Date”). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the 12-month period ending in _____ of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract’s term.

7. PAYMENT TERMS

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

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

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County’s approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. DAMAGE TO PROPERTY

Any damage, as determined by the Project Officer, to the real or personal property, whether owned by the County or others, resulting from the Work performed under this Contract shall be timely repaired or replaced to the County's satisfaction at the Contractor's expense. The County will perform the repairs unless the County agrees that such repairs will be made by the Contractor. Any such Contractor repairs will be made within ten (10) days of the date of damage to the satisfaction of the County. All costs of the repair performed by the County shall be deducted from the Contractor's final payment.

14. SAFETY

The Contractor shall comply with and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health.

15. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

16. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also

decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

17. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

18. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the employees and subcontractors performing under this Contract and shall not employ on the Work any person not reasonably proficient in the work assigned.

19. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

20. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

21. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 clauses in every subcontract or purchase

order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

22. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

23. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

24. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

25. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility

for this procurement 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.

27. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

34. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

36. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law

37. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

38. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

39. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

40. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

41. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

42. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

43. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

52. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CONTRACTOR

AUTHORIZED
SIGNATURE: _____

AUTHORIZED
SIGNATURE: _____

NAME: TOMEKA PRICE
TITLE: PROCUREMENT OFFICER

NAME: _____
TITLE: _____

DATE: _____

DATE: _____

IV. ATTACHMENTS AND FORMS

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 21-DPR-ITB-601

B I D F O R M

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 1:00 P.M., ON APRIL 20, 2021

FOR PROVIDING YOUTH BASKETBALL OFFICIATING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION

Bidders shall provide price per game for services specified in the Scope of Work. **Bidders must bid on all items listed per Group to be considered. Bidders may bid on one (Elementary/Middle School or High School) or both (Elementary/Middle School and High School) Groups. Bidders should mark "No Bid" on the non-applicable Group. A Contract for Group 1 and a Contract for Group 2 will be awarded separately.**

GROUP 1: ELEMENTARY AND MIDDLE SCHOOL YOUTH BASKETBALL LEAGUE:

League/Level	Fee per Game	Estimated Games	Extended Bid Price
Grades 3-8	\$ _____	2,600	\$ _____
Grand Total of Group 1			\$ _____

GROUP 2: HIGH SCHOOL YOUTH BASKETBALL LEAGUE:

League/Level	Fee per Game	Estimated Games	Extended Bid Price
High School (Winter)	\$ _____	450	\$ _____
Late Night (Spring)	\$ _____	100	\$ _____
Grand Total of Group 2			\$ _____

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED.

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

**E-MAIL
ADDRESS:**

**THIS ENTITY IS INCORPORATED
IN:**

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED
ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

**IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?**

YES

NO

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:**

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

**ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if
available)**

**HAS YOUR FIRM OR ANY OF ITS PRINCIPALS BEEN DEBARRED
FROM SUBMITTING BIDS TO ARLINGTON COUNTY,
VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION
WITHIN THE PAST THREE YEARS?**

YES

NO

**HAS YOUR FIRM DEFAULTED ON ANY PROJECT IN THE LAST
THREE YEARS?**

YES

NO

**HAS YOUR FIRM HAD ANY TYPE OF BUSINESS, CONTRACTING OR
TRADE LICENSE, REGISTRATION OR CERTIFICATION REVOKED OR
SUSPENDED IN THE PAST THREE YEARS?**

YES

NO

HAS YOUR FIRM AND ITS PRINCIPALS/OWNERS BEEN CONVICTED OF ANY CRIME RELATING TO ITS CONTRACTING BUSINESS IN THE PAST TEN YEARS?

YES NO

HAS YOUR FIRM BEEN FOUND IN VIOLATION OF ANY LAW APPLICABLE TO ITS CONTRACTING BUSINESS (LICENSING LAWS, TAX LAWS, WAGE AND HOUR LAWS, PREVAILING WAGE LAWS, ENVIRONMENTAL) WHERE THE RESULT OF SUCH VIOLATION WAS THE PAYMENT OF A FINE, BACK PAY DAMAGES, OR ANY OTHER PENALTY IN THE AMOUNT OF \$5000 OR MORE?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

Company Qualification:

- Submit a Company statement for proof of five (5) years of experience in providing basketball or another sport officiating services. The experience shall include at a minimum three (3) years of youth officiating services.
- Bidders shall also have experience assigning officials for any sport leagues/programs consisting of a minimum of 50 youth games per season/program.

Company Experience:

Bidders shall provide a list of 3 references for youth officiating services, of similar league size, and scope, that have been executed during the past five (5) years. For each reference, Bidders shall list the following information:

- Contract Name
- Contract description and scope of work
- Contract manager's name, telephone number and email address
- Final contract value

Staffing Qualification:

- Submit a resume for the Head Official/Assigner proposed for this contract that have at least five (5) years of experience in officiating basketball leagues of similar type and size.
- Submit resumes for the Lead Official proposed for each game that have at least one (1) year of experience in officiating basketball leagues of similar type and size and at least sixteen (16) years of age for Elementary and Middle School and eighteen (18) years of age for High School.

Bidders shall submit the following with their bids:

- No/Late Show Policy.
- Officiating and Game Complaints Policy:
- Supervising and Training Officials Policy, to include an evaluation process.
- Payment System Policy or Description
- Scheduling System Policy or Description
- List of at least 25 Officials

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE ON THE [VENDOR REGISTRY WEBSITE](#).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1 DATE: _____ INITIAL: _____

ADDENDUM NO. 2 DATE: _____ INITIAL: _____

ADDENDUM NO. 3 DATE: _____ INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

State the specific reason(s) why protection is necessary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

BIDDER NAME: _____

REFERENCES

Bidders should provide three (3) references for leagues of similar size and scope that have been provided by the Bidder within the past five (5) years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 2: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

REFERENCE 3: Contact Name: _____
Organization: _____
Phone Number: _____
E-mail Address: _____
Contract/Project Name: _____
Contract/Project Dates (from-to): _____
Contract/Project Description: _____

BIDDER NAME: _____

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS MARKED "X".

COVERAGES REQUIRED

LIMITS (FIGURES DENOTE MINIMUMS)

- 1. Workers' Compensation Statutory limits of Virginia
- 2. Employer's Liability..... \$1,000,000/accident, \$1,000,000/disease, \$500,000/disease policy limit
- 3. Commercial General Liability..... \$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
- 4. Premises/Operations..... \$500,000 CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 5. Automobile Liability \$1 Million BI/PD each accident, Uninsured Motorist
- 6. Owned/Hired/Non-Owned Vehicles..... \$1 Million BI/PD each accident, Uninsured Motorist
- 7. Independent Contractors..... \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability..... \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations..... \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) \$1 Million CSL BI/PD each occurrence, \$ 1 Million annual aggregate
- 11. Personal and Advertising Injury Liability \$1 Million each offense, \$1 Million annual aggregate
- 12. Umbrella\Excess Liability..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- 13. Per Project Aggregate
- 14. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability..... \$1 Million per occurrence/claim
- 15. Miscellaneous E&O/ Professional Liability \$1 Million per occurrence/claim
- 16. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 17. Motor Cargo Insurance
- 18. Garage Liability..... \$1 Million Bodily Injury, Property Damage per occurrence
- 19. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 20. Inland Marine-Bailee's Insurance..... \$ _____
- 21. Moving and Rigging Floater Endorsement to CGL
- 22. Dishonesty Bond..... \$ _____
- 23. Builder's Risk..... Provide Coverage in the full amount of contract
- 24. XCU Coverage Endorsement to CGL
- 25. USL&H Federal Statutory Limits
- 26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.
- 28. The County shall be named Additional Insured on all policies except Workers Compensation, Errors and Omissions/Professional Liability and Auto.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. Environmental Impairment Liability, including coverage of on-site clean up..... BI/PD \$3 Million per occurrence/\$6 Million Aggregate
 - a. In addition to environmental impairment liability, if work requires clean up, remediation, and/or removal of bio-solids, bio-hazards waste, and any hazardous or toxic material via transportation request:
 - Business Auto Liability \$2 Million per occurrence with MCS-90 and CA 9948 (or equivalent endorsements specifically referenced in the certificate of insurance)
- 31. Cyber insurance..... \$2 Million per occurrence/Aggregate
- 32. OTHER INSURANCE REQUIRED: Abuse and molestation..... \$1 Million per occurrence

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____ AUTH. SIGNATURE: _____