

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

CONTRACT AWARD COVERPAGE

TO: NOVA Refs, LLC	DATE ISSUED:	June 10, 2021
5510 Broadmoor Street	CONTRACT NO:	21-DPR-ITB-601
Alexandria, VA 22315	CONTRACT TITLE:	Elementary/Middle School Youth Basketball Officials

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DPR-ITB-601 including any attachments or amendments thereto.

EFFECTIVE DATE: September 1, 2021

EXPIRES: August 31, 2022

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE-YEAR CONTRACT.

COMMODITY CODE(S): 96168

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DPR-ITB-601

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: John Blevins **VENDOR TEL. NO.:** (571) 238-3098

EMAIL ADDRESS: blev42895@cox.net

COUNTY CONTACT: Greg Anselene, DPR-Athletic and Facility Services **COUNTY TEL. NO.:** (703) 228-1803

COUNTY CONTACT EMAIL: ganselene@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

Tomeka Price 7/28/2021

Title Procurement officer Date

**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 June 10, 2021, between NOVA Refs, LLC, 5510 Broadmoor Street, Alexandria, Virginia 22315 (“Contractor”) a Virginia limited liability company 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 elementary and middle school basketball officiating services for youth (grades 3-8) 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 September 1, 2021 and must be completed no later than August 31, 2022 (“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 September 1, 2022 to August 31, 2026 (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 August 31, 2022 (“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 months of statistics available at the time of the Contract’s renewal.

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 not renew the Contract, whether or not the County has previously elected to renew 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. 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, 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, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

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:

John Blevins, Commissioner
NOVA Refs, LLC
5510 Broadmoor Street
Alexandria, Virginia 22315
Email: blev42895@cox.net

TO THE COUNTY:

Gregory Anselene, Project Officer
Arlington County, Virginia
300 N. Park Drive
Arlington, Virginia 22203
Email: ganselene@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

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. Abuse and Molestation Insurance - \$1,000,000 per occurrence.
- e. 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.
- f. 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.
- g. 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.
- h. 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

NOVA REFS, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: John Blevins
E0735DAF09B84DF...

NAME: TOMEKA PRICE

NAME: John Blevins

TITLE: PROCUREMENT OFFICER

TITLE: Commissioner

DATE: 7/28/2021

DATE: 7/27/2021

SCOPE OF SERVICES

Arlington County Department of Parks and Recreation (DPR) administers multiple basketball leagues throughout the year for. The Contractor shall provide all materials, equipment, labor and supervision for elementary and middle school youth basketball officiating services.

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 League for youth in grades 3rd-8th - Each league plays single elimination tournaments over the course of 1-3 weeks. DPR anticipates an additional the following amount of playoff games:

- 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. Schedule for all Youth Basketball (Elementary and Middle 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.
- b. Have one (1) designated lead official with at least one (1) year experience in officiating basketball. For middle 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 striped 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 County Project Officer 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 pay 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.

ARLINGTON COUNTY, VIRGINIA

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

BID FORMSUBMIT 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	\$ <u>90</u>	2,600	\$ <u>234,000</u>
Grand Total of Group 1			\$ <u>234,000</u>

HOLD HARMLESS AGREEMENT

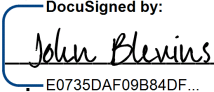
The Contractor, NOVA Refs, LLC, understands and acknowledges that the County normally requires all Contractors with the County to secure certain insurance coverage evidenced by a Certificate of Insurance.

The Contractor certifies that, after diligent effort, the Contractor has been unable to secure insurance coverage of the types and in the amounts that the County requires for the parties' Agreement.

Therefore, the Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County, and in consideration of the County's agreement not to require the Contractor to secure the insurance coverage customarily required of contractors with the County, covenants with the County and the County's successors, representatives and assigns, as follows:

1. The Contractor covenants 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" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred, and settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
2. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as the County in its sole discretion determines that the covenants described in paragraph 1, above, shall no longer be necessary.
3. In executing this Hold Harmless Agreement, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in paragraph 1, above. In executing this Hold Harmless Agreement, the Contractor expressly reserves any and all rights that the Contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

CONTRACTOR NAME (PRINT): NOVA Refs, LLC

AUTHORIZED SIGNATURE:  _____
DocuSigned by: E0735DAF09B84DF...

PRINTED NAME: John Blevins

PRINTED TITLE: Commissioner

DATE: 7/27/2021

DEPARTMENT OF PARKS AND RECREATION

Countywide Services Division, 3700 S. Four Mile Run Drive, Arlington, Virginia 22206

Office: 703 228-1801 / Inclement Weather: 703 228-4715 / TTY: 703 228-1824 / Fax: 703 228-1825

****** Youth Basketball Leagues ******
Rules & Regulations

League games will be governed by the current Official Basketball Rules as adopted by the National Federation of State High School Athletic Associations (cited herein as National Federation), except where amended by the League rules presented herein or declared by the League Commissioner.

1.00 - Coaches/Managers

- 1.01 The designated head coach or, in his/her absence, assistant coach shall be the team representative.
- 1.02 Each head coach shall be responsible for the following:
- a. Attending all League meetings;
 - b. Informing team members of the outcome of League meetings and protest review;
 - c. Knowing the League regulations and playing rules, and being able to advise team members and parents as to their interpretation and application;
 - d. Distributing League schedules and other League materials to team members;
 - e. Controlling the language and conduct of his/her players, bench personnel, and spectators during practices and games;
 - f. Acting as liaison to the League office;
 - g. Timely submission of protests and other paperwork required by the League office or these rules; and
 - h. Obtaining proof of the grade and school a player is currently attending, when requested, for review by the League office (see Rule 4.01 below).
- 1.03 All teams will be limited to a total of three non-player bench personnel (i.e., head coach and two assistants) to be listed on the team roster. The individuals shall be registered as volunteer coaches/assistants with the League Office and are not subject to change without the authorization of the Commissioner, Arlington Youth Basketball Leagues. Any additional personnel working with any youth team must also be registered as volunteer assistants with the League Office. All coaches, assistant coaches, and other volunteers must pass the Arlington County background check.
- 1.04 Coaches must remain seated on the bench at all times while the clock is running or is stopped except to (as in National Federation Rule 10-5, Articles 2 - 7):
- a. Confer with bench personnel and players within the confines of the bench area during a charged time-out or the intermission between quarters and extra periods;
 - b. Rise and stand in front of their seat to signal players to request a time-out;
 - c. Confer with personnel at the scorer's table to request a time-out for a correctable error (as in National Federation Rule 2-10);
 - d. Confer with personnel at the scorer's table to request a time-out to prevent or rectify a timing or scoring mistake or an alternating possession mistake;
 - e. Attend an injured player when beckoned onto the court by an official; and
 - f. Replace or remove a disqualified or injured player within the confines of his/her bench.
- Note 1:* Coaches may rise in front of their seats to spontaneously react to an outstanding play by a member of their team or to acknowledge a replaced player(s), but must immediately return to their seats.
- Note 2:* ONLY the head coach of a Boys/Girls 3rd grade Developmental League team may continuously stand, in the area immediately in front of his/her seat on the team bench, for coaching purposes only.

Violation of this rule will result in a warning to the head coach by the game official. All subsequent violations will result in a technical foul being assessed against the head coach. Additionally, the Gym Supervisor is authorized to impose sanctions upon bench personnel for improper conduct, regardless of any action taken by game officials.

- 1.05 If a coach or assistant coach is disqualified (ejected) from a game, that person is automatically suspended from further participation for a minimum of one game commencing with the next game. The commissioner may waive or increase the suspension based on the specific circumstances. However, a coach so disqualified shall not be eligible to resume coaching activities until he/she has been formally reinstated by the League office. A second offense of this nature by the same person will result in additional disciplinary action as determined by the Commissioner. Actions taken pursuant to this regulation are not subject to protest or review.

2.00 - Game Officials

- 2.01 Game officials shall normally be members of an approved local association or individuals holding a current contract with the Arlington County Department of Parks and Recreation. Game officials shall be assigned to games by the director of the local association.
- 2.02 If assigned game officials fail to appear, the affected head coaches should, by mutual agreement, appoint substitute officials for the game. Should only one of the assigned game officials be present at game time, that official will consult with the Gym Supervisor and head coaches involved:
- Concerning the prospect of getting another contracted official for the game without undue delay
 - If required by the situation, obtain the mutual agreement of the head coaches for either playing the game with only the one assigned official or appointing a substitute to work the game with the assigned official. If the head coaches cannot agree on the approach to be taken or, in the latter case, on the individual to be appointed as the substitute official, the necessary decision(s) shall be made by the assigned official and the game commenced without further delay.
 - The League will pay these substitute official(s) the regular game fee if his/her name and address are included in the Gym Supervisor's written report of the game.
- 2.03 Any player, coach, or parent hitting, shoving or otherwise abusing a Gym Supervisor or game official shall be immediately barred from further participation in League activities until formally reinstated by the Commissioner. All incidents of this nature will be documented.

3.00 - Registration Fee

- 3.01 The registration fee shall be an established amount to cover League expenses.
- 3.02 The registration fee must be paid to the League office prior to any player being placed on a roster for participation in the League.
- 3.03 Fee reductions are available for those who qualify. Please see Arlington County Fee Reduction Policy (<http://parks.arlingtonva.us/fee-reduction-policy-overview/>) for more information.

4.00 - Player Eligibility

- 4.01 League eligibility is determined by the grade of the registrant. Upon request it is the player's responsibility to provide proof of the grade and school currently attending, when requested, for review by the League office. (See Rule 1.02h)
- 4.02 Players are assigned to teams based on their Arlington public school district. The teams will be comprised of players from their elementary school district (3rd–5th grade), middle school district (6th–8th grade) or high school district (9th – 12th grade). For middle/high school teams, all the players on the team must have either lived in the same elementary school district or all the team members must live in the same middle school or high school district. If the player goes to a specialized or private school the player has the choice to play with a team from either the specialized, private school, or the school district where his/her home is located. If a team has a player

that does not follow the district rule, the team will forfeit each game that the player has participated in. Exception: The League Commissioner may assign players to teams regardless of school attended, based on roster space available.

- 4.03 All players must be Arlington County residents as of the date of their first game. "Resident" is defined as: (a) a person or family living within the geographical boundaries of Arlington County, Virginia; or (b) a person or family whose property is bisected by the county boundary and that of an adjacent jurisdiction, such that real estate taxes are paid to Arlington County; or (c) a person or family owning property and paying real estate taxes in Arlington County even though that person or family resides outside the county boundary.
- Note 1:* Current employees of the Arlington County Board or the Arlington County School Board, and their immediate family members, shall have all rights and privileges of a resident of the County.
- Note 2:* Nonresident, full-time students who attend a public or private school in Arlington County shall have all the rights and privileges of an Arlington County resident. In such cases, the address of the school attended full-time will be used as the student's address to determine his/her player eligibility.
- 4.04 The eligibility of players moving out of Arlington County shall terminate at the end of the current season.
- 4.05 A player may participate on only one recreational basketball team each season under the jurisdiction of the Arlington County Department of Parks and Recreation Sports Office.
- 4.06 Players rostered on a team that participates in the Fairfax County Travel League, Arlington High School freshman or junior varsity, or Private High School freshman or junior varsity teams are eligible to participate in the Arlington House League program but each team will be limited to one (1) such player. Travel player are subject to the playing time limits as outlined in rule 7.08b. The Commissioner has discretion to raise this limit for teams in grades 9-12 based upon registration numbers. High school varsity players may not play in the Arlington House League; no exceptions are allowed. This restriction does not apply to players on Middle School or AAU teams.
- 4.07 A team playing an ineligible player shall automatically forfeit all games in which that player participated. For the purpose of this regulation, the entry of a player's name into the official scorebook shall constitute participation in the game in question.
- 4.08 Any player using an assumed/false name or who falsifies his or her grade shall be permanently barred from participation in these Leagues.
- 4.09 Players shall remain obligated to the team to which they are assigned for the entire basketball season, unless they are released in writing by the Commissioner's office or move from the area. The final decision in these matters rests with the League office.
- 4.10 If a player is disqualified (ejected) from a game, that person is automatically suspended from further participation for a minimum of one game commencing with the next game following the next business day. The commissioner may waive or increase the suspension based on the specific circumstances. A second offense of this nature by the same person will result in additional disciplinary action as determined by the Commissioner. Actions taken pursuant to this regulation are not subject to protest or review.

5.00 - Team Rosters

- 5.01 Team rosters will be provided to coaches by the League office prior to the first scheduled bracket or screening game. Up to two assistant coaches will be listed on the roster; additional assistants must register online even if they cannot be listed on the roster.
- 5.02 Team rosters are limited to a maximum of 9 and a minimum of 8 players in the third through fifth grade leagues and to a maximum of 10 and a minimum of 8 players in grades 6-12. Commissioners will assign additional players and make every effort to ensure each roster has preferably the maximum and at least the minimum number of players, to promote competitive fairness.
- 5.03 Roster changes of players or coaches will be permitted after the first scheduled screening or bracket game only at the Commissioner's discretion. The League office will notify the coach of any roster changes approved by the Commissioner.

6.00 - Uniforms & Equipment

- 6.01 All players on a team must wear identical team uniforms. A uniform shall consist of a jersey or T-shirt with a number printed on the back side and, if practical, on the front. (Note: National Federation Rule 3-4-3a lists the numbers (digits 0 through 5) which should be used on team uniforms.) Athletic-style shorts are required but need not be identical. Should a team player(s) arrive for a scheduled game without a regular team jersey/shirt, each player of that team shall wear a temporary jersey ("pinnie") of the same color and with individual numbers; available from the Gym Supervisor) for the game in question. Any player not wearing the prescribed uniform may not be allowed to play. Players in grades 9-12 must wear the reversible jersey provided by Arlington County.
- 6.02 Players and coaches must wear customary basketball or non-marking gym shoes for both games and practices. Other types of shoes shall not be permitted on the playing court at any time.
- 6.03 Each team in grades 3-8 shall furnish its own uniforms. Teams in all age groups must furnish their own practice and game balls. Time clocks, horns, and scorebooks will be provided by the League.
- 6.04 BALL SIZE:
- a. Boys 3rd, 4th and 5th Grade Leagues shall use a 28.5 inch ball (regulation size women's basketball).
 - b. Girls 3rd, 4th, and 5th Grade Leagues shall use a 27.5 inch ball.
 - c. Boys Leagues Grade 6-12 shall use a 29.5 inch ball (regulation size men's basketball).
 - d. Girls Leagues Grade 6-12 shall use a 28.5 inch ball (regulation size women's basketball).
- 6.05 HEIGHT OF BASKET.
- a. Each basket ring shall have its upper edge 10 feet above the parallel to the floor for 5th-12th Grade League.
 - b. This height will be adjusted to 9 feet for 4th Grade League.
 - c. This height will be adjusted to 8 feet for 3rd Grade Developmental League.
- 6.06 The following items are prohibited and may not be worn by players:
- a. Homemade "shooting sleeves" or those altered from the manufacturer's design (shooting sleeves must fit properly)
 - b. Earrings and all other jewelry, metal or plastic hair clips/ponytail holders
Note: Concussion preventing headwear may be worn
 - c. Hard casts
 - d. Other items prohibited in the NFHS rules.
 - e. Exceptions based on medical need will be evaluated on a case by case basis.

7.00 - Playing Rules

- 7.01 Game playing time shall be as follows:
- a. Boys/Girls 3rd Grade Developmental Leagues: Four 10-minute quarters with a running clock except for the last 2 minutes of the fourth quarter, which will have regulation time. Clock will stop for all time-outs.
 - b. Boys/Girls 4th, 5th, 6th, and 7-8th Grade Leagues: Four 6-minute periods with regulation timing.
 - c. Boys/Girls 9th-10th & 11th-12th Grade Leagues: Four 7-minute periods with regulation timing.
 - d. There normally will be a 5-minute break between halves; and a 1-minute break between quarters and any overtime periods in all Leagues. (NOTE: In an effort to keep the commencement of games as close as possible to the scheduled starting time, the Gym Supervisor may - with pre-game notice to the affected head coaches and game officials - shorten the break between halves to 3 minutes.)
 - e. Each team is allowed 4 timeouts (30 seconds in length) per game. One additional time out will be issued per team per overtime (also 30 seconds in length).
- 7.02 For grades 4-12, a tied game in the regular season will be continued into one 3-minute overtime period. Overtime is considered an extension of the 4th quarter. Players' playing time in overtime is at the coaches' discretion. There will be a 1-minute break between the end of regulation playing time and the overtime period(s).

NOTES: No overtime will be played in pre-season bracket or seeding games. Post-season tournament games will play overtime(s) until one team wins. Tied games in the Boys/Girls 3rd Grade Developmental League will end with the conclusion of regulation playing time; no overtime periods will be played.

- 7.03 There will be a 5-minute warm-up period before each game. This 5-minute period commences at the final horn of the preceding game. (Note: In an effort to keep the commencement of games as close as possible to the scheduled starting time, the Gym Supervisor may shorten the warm-up period.)
- 7.04 A minimum number of four players is required for a team to start a game; all other provisions of National Federation Rule 3-1 apply. (Also see Rule 8.01 below.) NOTE: Whenever each team has at least four players present for a scheduled game that game shall be played unless a team's coach elects to forfeit the game.
- 7.05 All Leagues in grades 4-12 will have a post-season tournament for all teams participating in the respective League. Boys/Girls 3rd Grade Developmental Leagues will not play post-season games.
- 7.06 Boys/Girls 3rd, 4th, & 5th Grade Leagues - Special Rules of Play:
- a. ZONE DEFENSES ARE NOT PERMITTED IN GRADES 3-5. The following rules will be adhered to by coaches and officials for the purposes of teaching and officiating man to man defense at the 3rd - 5th grade level.
 - Each defensive player must stay reasonably close to their assigned opponent and may not disengage from them and cover other areas of play.
 - Players are allowed to “sag off” their player when they are more than one pass from the ball
 - Players may help out whenever the ball enters the lane, however no defensive player can be permanently stationed in the lane.
 - Defenders directly involved in a pick play may; hedge, help, and recover to their assigned opponent (strongly encouraged) or switch defensive assignments as the pick play develops.
 - NOTE- During these pick plays, double teaming may occur until the player providing help defense recovers to their opponent.
 - No double teaming or trapping may occur outside the lane
 - NOTE- Inadvertent double teaming may occur when an offensive player dribbles or moves the ball into another defender or towards the basket. Defensive players in an inadvertent double teaming situation must make reasonable efforts to return to their defensive assignment or switch, but may not persist in double teaming.
 - Help side defenders are expected to help and then recover to their opponent
 - The two best players do not have to guard one another.
 - Players do not have to guard the player assigned to guard them.
 - Use of a “spread/ clear out offense,” designed to take advantage of the man to man defense rule, is not permitted as a primary offensive scheme (as determined by the game officials).
 - NOTE- This offense is defined as having a single player handle the ball isolated in one area of the court while his/her remaining teammates are in another area of the court
 - b. PRESSURE RESTRAINING LINES will be the top of the key extended to each sideline on all courts. When team ball possession changes, all defensive team players must immediately retreat behind the front court restraining line without restricting the advance of the ball by the offensive team. Defensive pressure, defined as any **INTENTIONAL** act which, in the judgment of the referee, might restrict the control or advancement of the ball by the offensive team, may not be applied anywhere on the backcourt side of the restraining line until the offensive player with the ball has both feet and the ball across the division (half court) line. An offensive team's loose ball in the backcourt or pass across the division line may be intercepted only by a defensive player who is positioned (i.e., physically located) behind the restraining line. Once the ball first gains frontcourt status immediately following a change of team possession, defensive pressure may be applied anywhere on the playing court by players who had previously retreated behind the restraining line, except when Rule 7.06c also applies. A defensive player is in violation of this rule if any body part touches the court on or beyond (backcourt side) the restraining line after he/she has retreated to

a legal defensive position and before the ball has gained frontcourt status.

- c. FULL-COURT PRESS. No full court press allowed in Boys/Girls 3rd and 4th grade leagues. 5th Grade League games allow full-court press during the last 3-minutes of each half and the entire overtime period, as long as the team is not in the lead by 10 points or more.
- d. DEFENSIVE PRESSURE PENALTY. Violation of the rules governing defensive pressure will result in two warnings to the offending team and then, for grades 4 and 5, a team technical foul for every subsequent offense; the penalty prescribed under National Federation Rule 10-1 applies. In grade 3, one point will be awarded to the opposing team for team technical foul assessed in other than the final two minutes of the game. (Note: This team technical foul shall not be included in the fouls leading to the bonus shot.)
- e. FREE THROWS. The 3rd Grade Developmental League will not shoot free throws. All fouls are possession fouls, and the team that was fouled will get possession of the ball out of bounds. On shooting and technical fouls, one point will also be awarded to the offended team.
EXCEPTION- If a player is fouled in the act of shooting, and the basket is made, the basket will count and an additional point will be awarded. Possession of the ball out of bounds is awarded to the team which committed the foul.
- f. FREE THROW LINE. The free throw line shall be three feet closer than the regulation foul line for 4th and 5th Grade Leagues. Regulation lane width and the applicable 14- or 16- foot length will be considered as the free throw lane for the purpose of National Federation Rule 9-7.
- g. BONUS SITUATION. For 4th and 5th Grades, the one-and-one bonus situation shall come into effect with the tenth team foul in each half; all other provisions of National Federation Rule 4-8 apply.
- h. THREE-POINT SHOT. The three-point rule will not be in effect for games in the Boys/Girls 3rd Grade Developmental, 4th, or 5th Grade Leagues.
- i. SCOREBOARD. In the 3rd Grade Developmental, 4th, and 5th Grade Leagues, if one team is ahead by 20 points or more, the scoreboard shall be turned off on the game clock. The score will continue to be kept in the book. If the score margin narrows to 10 points, the scoreboard will be turned back on. It is the responsibility of the gym supervisor to inform the timekeeper, scorekeeper, and referees of this guideline before each game.

7.07 Boys and Girls 6th, 7th- 8th, 9th -10th, 11th-12th Grade Leagues - Special Rules of Play:

- a. BACKCOURT PRESS. Whenever a team is ahead by 10 or more points (6-8th grade) or 20 or more points (9-12th grade), that team may not apply defensive pressure in the backcourt. In this situation, defensive pressure - defined as any intentional act which restricts the control or advancement of the ball by the offensive team - may not be applied until the offensive player with the ball has both feet and the ball across the division line. An offensive team's loose ball in the backcourt or a pass across the division line may be intercepted only by a defensive player who is positioned (i.e., physically located) in the frontcourt. Once the ball gains frontcourt status, defensive pressure may be applied anywhere in the frontcourt area. This backcourt press rule applies as soon as the team which is behind by the specified number of points gains possession of the ball in its backcourt or is making a backcourt throw-in. There is no restraining line rule for 6-12th grade.
- b. DEFENSIVE PRESSURE PENALTY. Violation of the rules governing defensive pressure will result in two (2) warnings to the offending team and then a team technical foul for every subsequent offense; the penalty prescribed under National Federation Rule 10-1 applies. (Note: This team technical foul shall not be included in the fouls leading to the bonus shot.)
- c. BONUS SITUATION. The one-and-one bonus situation shall come into effect with the seventh team foul in each half; on the 10th team foul in each half teams will shoot 2 shots.
- d. THREE-POINT SHOT. The three-point rule will be in effect for Boys/Girls 6th-12th Grade League games.

7.08 PLAYER PARTICIPATION. Each player must play a complete, uninterrupted quarter in the first half of the game and the equivalent of a full quarter in the second half of the game ("guaranteed play"). Each player must sit out one full uninterrupted quarter of the game unless the team has six or fewer players at the game ("mandatory sit-out"). Please see below for additional information.

- a. Guaranteed Play. Each player present at the start of a game will play ONE (1) COMPLETE AND UNINTERRUPTED QUARTER in the first half, and the equivalent of ONE (1) QUARTER in the second half, unless he/she fouls out or is injured and must leave the game early. No substitutions may be made in the first quarter unless a player is injured or fouls out. The injured player who leaves the game shall be charged as participating completely in the period; the substitute will also be charged as participating in the period

partially. However, if a substitution is made for injury or equipment malfunction and the player is out for only one or two dead ball periods with less than 45 seconds of game time, the substitution will not count toward loss of guaranteed play / mandatory sit-out. If a player subsequently recovers from injury and is able to play at no risk to him/her, the coach should return the player to the line-up immediately. It is within the purview of the coach to allot playing time to a player who arrives late for a game. In the spirit of the rule, players who arrive prior to the beginning of the second period must play their minimum quarters. Coaches should attempt to play a player that arrives during half time or later in a manner that will not disrupt the playing time of other players.

- b. **MAXIMUM PLAY / MANDATORY SIT-OUT.** At all games where a team has seven or more players in attendance, each player will play a **MAXIMUM** of **THREE** **QUARTERS** and must sit out **ONE (1) COMPLETE AND UNINTERRUPTED QUARTER** at any point in the game. A team with six or fewer players will have no maximum play / sit-out requirement and the opposing team is exempted from the sit-out requirement for that game also. Travel players and high school players (as defined in Section 4.06 above) may play **NO** more than 2 quarters during a regulation game. Both travel and high school players may play in overtime situations even if they have already played two quarters in the regulation game. Teams may exceed the maximum play rule in order to place five eligible players on the court in the event of foul outs.

Notes:

1. Abuse of the foul out exemption (having players intentionally foul out, etc.) is subject to review by the commissioner and may result in forfeiture, coaching suspensions, and other disciplinary measures.
2. When players are permitted additional playing time due to less than 7 players present, coaches should attempt to spread the additional playing time among all non-travel players over the course of the season.

The spirit of the player participation rule is to maximize the playing time of all players while not giving a team with fewer players an unfair competitive advantage.

Any disciplinary issues with players, for which a coach may wish to restrict playing time beyond what is allowed by the rules, must be discussed and approved in advance with the Division Commissioner.

7.09 **FAILURE TO COMPLY WITH GUARANTEED PLAY RULES.** Each head coach is obligated to follow the right of guaranteed play and mandatory sit-out guidelines, as stated in Rule 7.08 above, for each member of his/her team. If a coach fails to comply with the guaranteed play rules, the following sanctions will automatically enter into effect upon receipt of report of the offense by the League office from a Gym Supervisor, game official, or other cognizant party:

- a. Should a coach wish to protest the failure to comply with the guaranteed play rules by an opposing coach, he/she must initiate the protest by notifying the gym supervisor **prior to the end of the game in question (see Rule 10.01 below).**
- b. First Offense: Forfeit of the game and/or suspension from coaching activities for one game (i.e., next game his/her team plays)
- c. Second Offense: Forfeit of the game and/or suspension from coaching activities for two games (i.e., next two games his/her team plays);
- d. Third Offense: Forfeit of the game and/or suspension from all League activities for the remainder of the season involved.
- e. The league commissioner has the discretion to determine the penalty for failure to comply with the guaranteed play rules.

NOTE: Gym Supervisors have the authority to enforce the guaranteed play rule.

- 7.10 **PRE-GAME SCOREBOOK ENTRIES.** In connection with the requirements of National Federation Rule 3-2, each head coach shall ensure that the name of each player on his team roster is entered into the official scorebook prior the start of the game. An appropriate annotation must be made beside the name of any player: (a) not then present for the game (i.e., "absent"), (b) who is the subject of a "Notice of Loss of Privilege Play" filed with the Gym Supervisor for the game (i.e., "NLPP"), or (c) who is the subject of a medical waiver regarding playing time (i.e., "med"). As soon as the head coach becomes aware of a player's late arrival to the team bench, the coach must so advise the official scorekeeper and have the previous annotation beside the player's name changed to reflect the period in which the player arrived at the game (e.g., "Q-2 ARR"). Failure to comply with the League requirements stated in this rule shall result in a team technical foul as prescribed under National Federation Rule 10-1.

Note: Changes to previous annotations in the official scorebook shall not be cause for penalty action.

8.00 - Forfeiture

- 8.01 If, by the end of a 10-minute grace period, one of the teams does not have the required number of players to start the game (Rule 7.04 above), the team having the required number of players shall win by forfeit. If neither team has the required number of players, both will be charged with the loss and the game will be canceled for the season. The grace period shall commence with the scheduled starting time of the game in question.
- 8.02 A team forfeiting two League games because of failure to have the required number of players to start a game may be dropped from further League play until the matter is reviewed and a decision rendered by the League office. All games will stand and no part of any registration fees will be returned.
- 8.03 Entry of an ineligible player into the game shall result in the forfeiture of that game by the offending team (see Rule 4.07 above).
- 8.04 Failure to comply with the guaranteed play rules in a regular season, playoff or tournament game may result in the forfeiture of the game by the offending coach (see Rule 7.09 above).
- 8.05 If the team to which a game is forfeited is ahead in points when the cause for a forfeiture ruling arises, the final game score shall be as then recorded for each team in the official scorebook; if not, the game score will be 2-0.

9.0 – Standings / Tie-Breakers

- 9.01 For seeding into the post-season tournament, tie-breakers will be determined by the following criteria:
- Head to head competition
 - Best record against common opponents, beginning with the highest seeded opponent(s)
 - Fewest points allowed among tied teams
 - Fewest points allowed in all games
 - Coin flip

10.00 – Protests

- 10.01 Protests on game situations involving an official's judgment will not be recognized. If a ruling by an official is believed to conflict with National Federation or League rules or if a question of player eligibility is involved, a coach may initiate a protest. If protesting, a coach must notify the Gym Supervisor, game officials, and official scorekeeper that he/she is protesting the game and state of the essence of the cause for the protest. This notification is expected to be made immediately following the occurrence or situation being questioned **but must be accomplished prior to the end of the game.** Upon notification the official scorekeeper will enter the protest in the scorebook for the game. A confirming written protest must be submitted by the initiating coach to the Commissioner by email or hand-delivery within one business day.

- 10.02 Each written protest must contain the following information:
- Date, time, and place of the game in question;
 - Identification of the teams involved in the game;
 - Names of game officials and official scorekeeper(s); and
 - Name(s) of player(s) whose eligibility is being questioned; or
 - Statement of the ruling and situation/condition giving rise to the protest; and
 - Summary of all essential facts involved in the matter being protested, including reference to any specific rules believed applicable.
- 10.03 Each formal protest will be evaluated as soon as possible after its receipt in the League office, by the Commissioner, who may seek input from additional staff not to exceed a panel of three. The Commissioner will act on each protest in a timely manner and announce its decision as to the denial or granting of the protest along with its determination of any corrective actions(s) to be taken (e.g., forfeit game, replay game, suspension of player or coach). The decision and determination(s) are final and binding on all parties involved.
- 10.04 If any of the procedures specified in these League regulations for the timely and proper initiation and submission of a protest are not followed, the protest will not be accepted.

11.00 - Administrative Matters

- 11.01 Any situations or questions not covered by these League rules, or official interpretations thereof, shall be referred to the Commissioner for a final decision. These decisions are not subject to appeal or review.
- 11.02 Any player, bench personnel, coach or team assistant who has been determined by the Commissioner to be guilty of gross or repeated misconduct shall be suspended from further League activities.
- 11.03 **No food or beverages of any kind are allowed in the gyms, except water in a proper NON-SPILL plastic or metal container.**
- 11.04 The use of tobacco products, alcoholic beverages, or narcotic and other illegal substances is prohibited in all facilities used by the League for either practice or competitive games. (Note: All League participants are cautioned that even the appearance of being under the influence of an intoxicating or illegal substance, including the simple sensory detection of prior use of such a substance, at any League activity shall be sufficient cause for the immediate suspension of the offending person and his/her removal from the facility.)
- 11.05 Teams will not be allowed in the gym locker rooms for any reason unless directed by the Gym Supervisor.
- 11.06 No scheduled game may be moved to another site or postponed to a later date without the prior approval of the Commissioner.
- 11.07 For scheduled games, each team shall furnish a competent person to serve as either official scorekeeper or timekeeper.
- 11.08 Whenever the prospect of inclement weather exists, it shall be the head coach's responsibility to call the Sports Division (League) inclement weather line at **703-228-4715** on the day in question to find out whether his/her game will be played as scheduled, and to notify his/her team.

(Note: School closing does NOT automatically cancel League games scheduled on the weekend. Please check the inclement weather line.)