

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

**NOTICE OF CONTRACT AWARD**

Silbo, Inc.	DATE ISSUED:	September 24, 2019
6120 Saint Giles Street	CURRENT REFERENCE NO:	20-013-ITB
Raleigh, NC 27612	CONTRACT TITLE:	High School Youth Basketball Officiating Services

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**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. 20-013-ITB including any attachments or amendments thereto.

**EFFECTIVE DATE:** September 24, 2019

**EXPIRES:** September 30, 2020

**RENEWALS:** FOUR RENEWALS

**COMMODITY CODE(S):** 96168

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

AGREEMENT No. 20-013-ITB

**EMPLOYEES NOT TO BENEFIT:**

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

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**VENDOR CONTACT:** William Trey Thompson

**VENDOR TEL. NO.:** (919) 518-3304

**EMAIL ADDRESS:** [Trey@gosilbo.com](mailto:Trey@gosilbo.com)

**COUNTY CONTACT:** Megan Carney, DPR, Sports & Recreation

**COUNTY TEL. NO.:** (703) 228-1821

**COUNTY CONTACT EMAIL:** [mcarney@arlingtonva.us](mailto:mcarney@arlingtonva.us)

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

**AGREEMENT NO. 20-013-ITB**

THIS AGREEMENT is made, on the date of execution by the County, between Silbo, Inc., 3120 Saint Giles Street, Suite 101, Raleigh, NC 27612 ("Contractor") a Delaware corporation 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 the bid of the successful bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 20-013-ITB.

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 games as are scheduled by the County for high school youth (grades 9<sup>th</sup> -12<sup>th</sup>) basketball. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at its sole cost, to provide the specific 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 the date of the execution of the Agreement by the County and must be completed no later than September 30, 2020 ("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 unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than two (2) additional 12-month periods, from October 1, 2020 to September 30, 2022 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until September 30, 2020 ("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 60 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 July 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.

**6. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in the Scope of Work/Specifications of the solicitation and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

**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 forty-five (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. 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, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the contract.

**14. 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.

**15. UNSATISFACTORY WORK**

If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.

**16. 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.



**17. 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.

**18. BACKGROUND CHECK**

All employees or subcontractors over the age of 18 whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background checks will be conducted through an online provider contractor by the County. Subsequent background checks will be required by the County in its sole discretion, and at least once every 12 months.

**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. 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.

**23. 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.

**24. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this 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. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**26. OWNERSHIP AND RETURN OF RECORDS**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. REPORT STANDARDS**

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.



**35. 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.

**36. 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.

**37. AMENDMENTS**

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

**38. 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.

**39. 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.

**40. 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.

**41. ARBITRATION**

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

**42. 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.

**43. 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.

**44. 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.

**45. 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.

**46. 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.

**47. 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; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**48. 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.

**49. 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.

**50. 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:**

William Trey Thompson  
Silbo, Inc.  
6120 Saint Giles Street, Suite 101  
Raleigh, NC 27612  
[trey@gosilbo.com](mailto:trey@gosilbo.com)

**TO THE COUNTY:**

Megan Carney, Project Officer  
Athletic and Facility Services Division  
Department of Parks and Recreation  
3700 S. Four Mile Run Drive  
Arlington VA, 22206  
[mcarney@arlingtonva.us](mailto:mcarney@arlingtonva.us)

**AND**

Sharon T. Lewis, Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500A  
Arlington, Virginia 22201  
Email: [tprice@arlingtonva.us](mailto:tprice@arlingtonva.us)

**51. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**52. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

**53. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: Tomeka Price

NAME TOMEKA PRICE  
TITLE: PROCUREMENT OFFICER

DATE: September 24, 2019

SILBO, INC.

AUTHORIZED  
SIGNATURE: 

NAME Daniel Caldwell  
TITLE: President

DATE: 9/23/2019



**SCOPE OF SERVICES**

Arlington County Department of Parks and Recreation (DPR) administers multiple basketball leagues throughout the year for youth. Games are played in County community centers and Arlington Public School gymnasiums.

**The services that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:**

A. Contractor shall provide officiating services and supply basketball officials for each league listed below: Provide two officials per game for games.

1. **Winter Youth Basketball:** Provide two officials per game.

Winter Youth Basketball Grades 9-12 December – Mid March			
Day	Time(s)	Estimated Games per Day	Concurrent Games (Average)
Saturday	8:30am – 9:45pm	25	6
Sunday	12:30pm – 9:00pm	25	8

2. **Late Night Youth Basketball:** Provide two officials per game.

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

Each league plays single elimination tournaments over the course of 1-3 weeks. DPR estimates an additional the following amount of playoff games:

- High School- 60
- Late Night- 20

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.

B. Contractor shall employ and make arrangements for the appropriate number of officials per game, as indicated on the Bid Form. Such games will be scheduled and/or rescheduled by DPR for each league as specified herein. DPR will send the schedule to the point of contact for the Contractor two (2) weeks

prior to the start of the regular season. Contractor shall provide confirmation of receipt of the schedule via email to DPR will send any updates or changes to this same person. DPR will be responsible for scheduling and rescheduling the use of facilities.

- C. Officials assigned by Contractor shall:
1. Be at least eighteen (18) years of age.
  2. Have one (1) designated lead official with at least one (1) year of prior basketball officiating experience.
  3. Appear neatly groomed and in an appropriate uniform for basketball:
    - a. black/white striped officials' shirt
    - b. solid black pants or shorts
    - c. black socks
    - d. athletic shoes (preferably black)
    - e. whistle
  3. Be at the scheduled game site at least fifteen (15) minutes before the scheduled game time.
  4. Ensure that all officials have completed at least twelve (12) hours of basketball officials' training, both classroom and in gym, which incorporates National State Federation of High School (NFHS) rules and Arlington-specific rules. The County reserves the right to provide a portion of this training pertaining to specific County policies and communication.
  5. Require all officiating personnel to be employees, members, or associates of the Contractors' organization or association. No day laborers are permitted. No subcontracting is permitted under this Contract unless approved in writing by the County Project Officer.
  6. Agree to and have officials sign Arlington County's Officials' Code of Conduct (Attachment A).
  7. Have knowledge and understanding of Arlington County basketball rules, policies, and procedures (Attachment B).
  8. All staff or agents of the Contractor over the age of 18, paid or unpaid, working under this contract must have a completed background check accepted and approved by the County on file with the County's DPR prior to performing any work under this contract. **Subsequent background checks will be required by the County in its sole discretion, and at least once every 12 months.** All subsequent background checks must be paid for by the Contractor or its respective employee or agent, for a fee of \$10 per background check, paid to the County prior to performance of the background check. The background checks will be conducted through an online provider contractor by the County. The contractor shall provide necessary contact information for the official so that DPR can initiate a background check. This shall include name and email address. The background check fee is subject to change. The County will bill prior to the season starting for officials' background checks and then monthly during the season should any new officials start. The County requires that the Contractor not employ in any program serving youth under the age of 18 a staff member who has been convicted of one or more of the following offenses:
    - a. 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)
    - b. 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)
    - c. Felonies committed within the past 10 years
    - d. Misdemeanors involving violence committed within the past 7 years (examples of misdemeanors involving violence include battery and domestic assault)



- e. 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)
- f. 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.

The County may amend the background check process and requirements at any time in its sole discretion.

- D. Contractor must have previous documented experience assigning officials for leagues/programs consisting of a minimum of 50 games per season/program.
- E. Contractor shall be available by phone to both County and assigned officials at respective game times. Contractor his or her self should not officiate unless in a situation where officials did not show up as scheduled and no substitute referees are available. The contractor should be accessible to confer with County staff, and to substitute should the need arise each weekend.
- F. The contractor shall make DPR program staff aware at the end of the weekend of any issues related to staffing or game management.
- G. Contractor(s) shall have officials available to cover the quantity of games in the contract. Proof of available officials shall be submitted with this bid such as an officials list to include contact information of at least 25 officials. All officials must be over the age of 18. 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 30 officials available during the season.
- H. Contractor must 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. Contractor shall provide a mailing address and telephone number for County to publish and to use to convey complaints, concerns, or questions regarding officials employed and assigned by Contractor.
- I. Contractor must provide a policy or description of payment system used to pay officials. Upon request, the contractor must provide reports that demonstrate fiscal accountability under this contract, including proof of payment to officials.
- J. Contractor shall have in place and provide DPR with the following policies that should be submitted with the bid:
  - 1. A policy to deal with, rescheduled games, and forfeits. A copy of this policy shall be submitted with the bid.
  - 2. A policy to deal with cancellation and refunds for no shows of officials. A copy of this policy shall be submitted with this bid.

3. A policy to deal with officiating and game complaints that requires them to follow-up with the County within 24 hours. Player, coach, or fan ejections must be reported the same day of their occurrence to DPR.
4. A policy for supervising and training officials throughout the season, this should include an evaluation process.
5. County will provide the Contractor(s) twenty-four (24) hours' notice in the event of a game cancellation with the exception of inclement weather, for games cancelled with at least 24 hours' notice no charges will be incurred by DPR. If 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 (e.g.; snow).

County will provide the Contractor(s) the game schedule at least two (2) weeks prior to the start of the regular season. 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.



## INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bid. See the Insurance Checklist (part of the Bid Forms) for specific coverages applicable to this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the work entered into between the County and the Contractor.

### 1. General

- 1.1 The Contractor shall provide insurance as specified in the Insurance Checklist found on the last page of the bid or proposal form.
- 1.2 The Contract with the Contractor will not be executed by the County until the Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the County; additionally, the Contractor shall not allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. The Contractor shall submit to the County Purchasing Agent copies of all required endorsements and documentation of coverage consistent with the requirements herein or, alternately, at the County's request, certified copies of the required insurance policies in compliance with the insurance requirements. All endorsements and documentation shall state this Contract's number and title.
- 1.3 The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation, Employers' Liability insurance, or any other insurance required by the Contract in the same manner and form as specified for the Contractor. The Contractor shall furnish subcontractors' evidence of insurance and copies of endorsements to the County Purchasing Agent immediately upon request by the County and/or prior to the subcontractor's performance of work related to this Contract.
- 1.4 If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium. A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

- 1.5 No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, any surety, or any bond, from any liability or obligation imposed under this Agreement.
- 1.6 Arlington County, and its officers, elected and appointed officials, employees, and agents are to be named as additional insureds under all coverages except Workers' Compensation, Professional Liability, and Automobile Liability, and the endorsement must clearly identify the County as an additional insured permitted to enjoy all the benefits under the applicable policy of insurance. The certified policy, if requested, must so state coverage afforded under this paragraph shall be primary as respects the County, its officers, elected and appointed officials, agents and employees. The following definition of the term "County" applies to all policies issued under the Contract and to all applicable endorsements:
- "The County Board of Arlington County and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington County, Virginia, or one in which controlling interest is vested in Arlington County; and Arlington County Constitutional Officers."
- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and 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 contracted work.
- 1.8 The insurance coverage required shall remain in force throughout the Contract or as otherwise stated in the Contract Documents or these Insurance Requirements. If the Contractor fails to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising or inspecting the work as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.10 If any policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work, such policy shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 1.11 All policies shall include the following language: "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy."



- 1.12 All policy forms must "Pay on behalf of" rather than "Indemnify" the insured.
- 1.13 Nothing contained in these Insurance Requirements or the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be 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 directly employed by it.
- 1.14 Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its work under the Contract.
- 1.15 For any claims related to this work, The Contractor's insurance shall be deemed primary and non-contributory to all other applicable coverage and in particular with respect to Arlington County, its representatives, officials, employees, and agents. Any insurance or self-insurance maintained by Arlington County shall be excess and noncontributory of the Contractor's insurance. The Contractor shall waive its right of subrogation for all insurance claims.
- 1.16 If the Contractor does not meet the insurance requirements set forth by the Contract Documents, alternate insurance coverage or self-insurance, satisfactory to the Purchasing Agent, may be considered. Written requests for consideration of alternate coverages including the Contractor's most recent actuarial report and a copy of its self-insurance resolution to determine the adequacy of the insurance funding must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an Addendum to the Insurance Requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.17 All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' with a rating of "A-VII" in the latest edition of the A.M. Best Co.'s Insurance Reports, unless the County grants specific approval for an exception, in the same manner as described in 1.16 above.
- 1.18 The Contractor shall be responsible for payment of any deductibles applicable to the coverages.
- 1.19 The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for the County.

2. Contractor's Insurance:

2.1 The Contractor shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Insurance Checklist.

2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
- v. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract;
- vi. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
- vii. Explosion, Collapse, or Underground (XCU) hazards.

2.1.2 Business Automobile Liability, including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists coverage, and automobile contractual liability.

2.1.3 Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage. The policy shall not contain any provision or definition which would serve to eliminate third party action over claims, including exclusion for bodily injury to an employee of the insured, employees of the premises owner, or employees of the general contractor to which the insured is subcontracted; or employees of the insured's subcontractor.

3. Commercial General or other Liability Insurance - Claims-made Basis:

3.1 If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Insurance Checklist remain the same. The Contractor must either:

- i. Agree to provide insurance, copies of the endorsement and certified documentation evidencing the above coverages and naming the County as an additional insured for a period of five (5) years after final payment under the Contract. Such documentation shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this Contract, or

- ii. Purchase an extended (minimum five [5] years) reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a copy of the endorsement itself. The extended reporting period will begin upon final payment under the Contract.



ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-013-ITB

BID FORM

SUBMIT: ONE (1) FULLY-COMPLETED AND SIGNED BID FORM WITH ORIGINAL LONGHAND SIGNATURE; AND ONE (1) COPY OF THE BID FORM ON A USB FLASH-DRIVE LABELED AS "20-013-ITB, HS YOUTH BASKETBALL".

BIDS WILL BE OPENED AT 2:00 P.M., ON AUGUST 19, 2019

FOR PROVIDING HIGH SCHOOL (9TH-12TH) YOUTH BASKETBALL OFFICIATING SERVICES PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION.

League/Level	Fee per Game	Estimated Games	Extended Bid Price
High School (Winter)	\$ <u>90</u>	450	\$ <u>40,500</u>
Late Night (Spring)	\$ <u>90</u>	80	\$ <u>7,200</u>
<b>Grand Total</b>			

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)

SILBO Inc.

AUTHORIZED SIGNATURE:

William Thompson

PRINT NAME AND TITLE:

William Thompson, Account Executive

ADDRESS:

6120 SAINT GUESS STREET SUITE 101

CITY/STATE/ZIP:

RALEIGH NC 27612

TELEPHONE NO.:

919-518-3304

E-MAIL

ADDRESS:

tbey@gosilbo.com

THIS ENTITY IS INCORPORATED  
IN:

Delaware

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:

F212954-4

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

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

080685064

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES  NO

BIDDER STATUS: MINORITY OWNED:  WOMAN OWNED:  NEITHER:

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 FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV.](http://www.eva.virginia.gov)

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

**MINIMUM BIDDER QUALIFICATIONS:**

- Proof of 5 continuous years of experience in officiating basketball or another sport. The experience shall be work of similar size and scope.
- List of 3 similar recently completed contracts that involve the same league, equal size, and comparable length. For each contract, Bidders shall list the following information:
  - Contract Name
  - Contract description and Bidder's scope of work within the contract
  - Contract manager's name, telephone number and email address
  - Work start date, scheduled completion, and actual completion date
  - Initial contract cost and final contract cost
- The Bidder certifies that they meet ALL of the following policy requirements and have provided a copy of their policy for this contract.

WTT Yes or \_\_\_\_\_ No

- Rescheduling and Forfeiting Policy
- Supervising and Training Policy
- Cancellation and Refund Policy

- Officiation and Complaint Policy
- Payment System Description or Policy

- The Bidder certifies that they meet ALL of the following requirements and have provided a copy of their officials list to include contact information of at least 25 officials for this contract.

WTT Yes or \_\_\_\_\_ No

- All Officials must be eighteen (18) years of age or older
- Have twenty-five (25) officials.
- All officials have completed at least twelve (12) hours of basketball officials' training.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE: <u>8/12/19</u>	INITIAL: <u>WTT</u>
ADDENDUM NO. 2	DATE: <u>8/12/19</u>	INITIAL: <u>WTT</u>
ADDENDUM NO. 3	DATE: <u>8/12/19</u>	INITIAL: <u>WTT</u>

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:

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BIDDER NAME: William Trey Thompson



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

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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:

William Trey Thompson

ADDRESS:

6120 SAINT GILES STREET

Suite 101 RALEIGH NC 27612

E-MAIL:

Trey@gosicbd.com

REFERENCES

Bidders shall provide 3 references for similar services that have been provided by the Bidder within five (5) continuous years.

REFERENCE 1: Contact Name: Jason Reynolds  
Organization: City of Rock Hill  
Phone Number: 803-329-5640  
E-mail Address: jason.reynolds@cityofrockhill.org  
Contract/Project Name: Youth Sports Officiating Services  
Contract/Project Dates (from-to): April 2018 - Current  
Contract/Project Description: Contractor SHALL provide Officiating Services AND Sports Officials

REFERENCE 2: Contact Name: Patrick Fitzsimmons  
Organization: City of Apex Parks & Rec.  
Phone Number: 919-249-3402  
E-mail Address: Patrick.Fitzsimmons@ApexNC.org  
Contract/Project Name: Youth Sports Officiating Services  
Contract/Project Dates (from-to): April 2018 - Current  
Contract/Project Description: Contractor SHALL provide Officiating Services AND Sports Officials

REFERENCE 3: Contact Name: Shaun McMahon  
Organization: Halo Hoops  
Phone Number: 910-431-7058  
E-mail Address: SHAUN@HALOHOOPS.ORG  
Contract/Project Name: Youth Sports Officiating Services  
Contract/Project Dates (from-to): June 2018 - Current  
Contract/Project Description: Contractor SHALL provide Officiating Services AND Sports Officials

BIDDER NAME: William Troy Thompson

**INSURANCE CHECKLIST**

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

<u>COVERAGES REQUIRED</u>	<u>COVERAGE MINIMUM(S)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation .....	Statutory limits of Virginia
<input checked="" type="checkbox"/> 2. Employer's Liability .....	\$100,000 accident, \$100,000 disease, \$500,000 disease policy limit
<input checked="" type="checkbox"/> 3. Commercial General Liability .....	\$1,000,000 CSL BI/PD each occurrence, \$2 Million annual aggregate
<input checked="" type="checkbox"/> 4. Premises/Operations .....	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
<input checked="" type="checkbox"/> 5. Automobile Liability .....	\$1 Million BI/PD each accident, Uninsured Motorist
<input type="checkbox"/> 6. Owned/Hired/Non-Owned Vehicles .....	\$1 Million BI/PD each accident, Uninsured Motorist
<input type="checkbox"/> 7. Independent Contractors .....	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
<input type="checkbox"/> 8. Products Liability .....	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
<input type="checkbox"/> 9. Completed Operations .....	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
<input type="checkbox"/> 10. Contractual Liability (Must be shown on Certificate) .....	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
<input type="checkbox"/> 11. Personal and Advertising Injury Liability .....	\$1 Million each offense, \$1 Million annual aggregate
<input type="checkbox"/> 12. Umbrella Liability .....	\$1 Million Bodily Injury, Property Damage and Personal Injury
<input type="checkbox"/> 13. Per Project Aggregate	
<input type="checkbox"/> 14. Professional Liability	
<input type="checkbox"/> a. Architects and Engineers .....	\$1 Million per occurrence/claim
<input type="checkbox"/> b. Asbestos Removal Liability .....	\$2 Million per occurrence/claim
<input type="checkbox"/> c. Medical Malpractice .....	\$1 Million per occurrence/claim
<input type="checkbox"/> d. Medical Professional Liability .....	\$ Limits as set forth in Virginia Code 8.01.581.15
<input checked="" type="checkbox"/> 15. Miscellaneous E&O .....	\$1 Million per occurrence/claim
<input checked="" type="checkbox"/> 16. Motor Carrier Act End. (MCS-90) .....	\$1 Million BI/PD each accident, Uninsured Motorist
<input type="checkbox"/> 17. Motor Cargo Insurance	
<input type="checkbox"/> 18. Garage Liability .....	\$1 Million Bodily Injury, Property Damage per occurrence
<input type="checkbox"/> 19. Garagekeepers Liability .....	\$500,000 Comprehensive, \$500,000 Collision
<input type="checkbox"/> 20. Inland Marine-Bailee's Insurance .....	\$
<input type="checkbox"/> 21. Moving and Rigging Floater .....	Endorsement to CGL
<input type="checkbox"/> 22. Crime and Employee Dishonesty Coverage .....	\$
<input type="checkbox"/> 23. Builder's Risk .....	Provide Coverage in the full amount of Contract, including any amendments
<input type="checkbox"/> 24. XCU Coverage .....	Endorsement to CGL
<input type="checkbox"/> 25. USL&H .....	Federal Statutory Limits
<input checked="" type="checkbox"/> 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent	
<input checked="" type="checkbox"/> 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.	
<input checked="" type="checkbox"/> 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.	
<input checked="" type="checkbox"/> 29. Certificate of Insurance shall show Bid Number and Bid Title.	
<input type="checkbox"/> 30. OTHER INSURANCE REQUIRED: _____	

**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: USI Insurance

AUTH. SIGNATURE: *Matthew M. Courton*  
Matthew M. Courton

**BIDDER'S STATEMENT:**

If awarded the Contract, I will comply with all Contract insurance requirements.

BIDDER NAME: William Tracy Thompson

AUTH. SIGNATURE: *William Tracy Thompson*



**INSURANCE CHECKLIST**

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

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- 1. Workers' Compensation ..... Statutory limits of Virginia
- 2. Employer's Liability ..... \$100,000 accident, \$100,000 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 ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) ..... \$500,000 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 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 ..... \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O ..... \$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. Crime and Employee Dishonesty Coverage ..... \$ \_\_\_\_\_
- 23. Builder's Risk..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage ..... Endorsement to CGL
- 25. USL&H ..... Federal Statutory Limits
- 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. OTHER INSURANCE REQUIRED: \_\_\_\_\_

**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 all Contract insurance requirements.

BIDDER NAME: William Tracy Thompson

AUTH. SIGNATURE: [Signature]

ATTACHMENT A  
DEPARTMENT OF PARKS & RECREATION  
*Athletic and Facilities Services Division*

Official's Code of Conduct

Arlington County Department of Parks and Recreation has entrusted you to assist us in the development of our youth participants through athletics. The proper operation of such a process requires that officials be independent, impartial and responsible to people they serve. In recognition of these expectations there is hereby established a Code of Conduct for all officials. The purpose of this Code is to establish guidelines for the standards of conduct for all officials.

- Officials shall master both the rules of the game and the mechanics necessary to enforce the rules, and shall exercise authority in an impartial, firm and controlled manner.
- Officials must maintain self-control under all conditions.
- Officials shall prepare themselves both physically and mentally, shall dress neatly and appropriately, and shall comport themselves in a manner consistent with the high standards of the profession.
- Officials shall remain mindful that their conduct influences the respect that athletes, coaches, spectators, and the public hold for the profession.
- Official shall, while enforcing the rules of play, remain aware of the inherent risk of injury that competition poses to athletes. Where appropriate, they shall inform on site staff and league administration of conditions or situations that appear unreasonably hazardous.
- Officials must make clear all interpretations and rulings during the progress of a game yet conduct the game in an unobtrusive manner.
- Officials must refrain from commenting upon or discussing a team, play or game situation with those not immediately concerned.
- Officials must conduct the games as to enlist the cooperation of players, coaches and spectators in the interests of good sportsmanship.
- Every member of the officiating profession carries a responsibility to act in a manner becoming a professional person. The conduct of any official influences the attitude of the public toward the profession in general as well as toward the official in particular.
- Officials will be an advocate for a sports environment that is free of drugs, tobacco, alcohol, and abusive language. Officials will refrain from their use or being under the influence at all youth sports events.

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Date

## 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:
- Attending all League meetings;
  - Informing team members of the outcome of League meetings and protest review;
  - Knowing the League regulations and playing rules, and being able to advise team members and parents as to their interpretation and application;
  - Distributing League schedules and other League materials to team members;
  - Controlling the language and conduct of his/her players, bench personnel, and spectators during practices and games;
  - Acting as liaison to the League office;
  - Timely submission of protests and other paperwork required by the League office or these rules; and
  - 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):
- 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;
  - Rise and stand in front of their seat to signal players to request a time-out;
  - Confer with personnel at the scorer's table to request a time-out for a correctable error (as in National Federation Rule 2-10);
  - 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;
  - Attend an injured player when beckoned onto the court by an official; and
  - 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 (3<sup>rd</sup>–5<sup>th</sup> grade), middle school district (6<sup>th</sup>–8<sup>th</sup> grade) or high school district (9<sup>th</sup> – 12<sup>th</sup> 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:
- Boys 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Grade Leagues shall use a 28.5 inch ball (regulation size women's basketball).
  - Girls 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Grade Leagues shall use a 27.5 inch ball.
  - Boys Leagues Grade 6-12 shall use a 29.5 inch ball (regulation size men's basketball).
  - Girls Leagues Grade 6-12 shall use a 28.5 inch ball (regulation size women's basketball).
- 6.05 HEIGHT OF BASKET.
- Each basket ring shall have its upper edge 10 feet above the parallel to the floor for 5<sup>th</sup>-12<sup>th</sup> Grade League.
  - This height will be adjusted to 9 feet for 4<sup>th</sup> Grade League.
  - This height will be adjusted to 8 feet for 3<sup>rd</sup> Grade Developmental League.
- 6.06 The following items are prohibited and may not be worn by players:
- Homemade "shooting sleeves" or those altered from the manufacturer's design (shooting sleeves must fit properly)
  - Earrings and all other jewelry, metal or plastic hair clips/ponytail holders  
Note: Concussion preventing headwear may be worn
  - Hard casts
  - Other items prohibited in the NFHS rules.
  - 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:
- Boys/Girls 3<sup>rd</sup> 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.
  - Boys/Girls 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, and 7-8<sup>th</sup> Grade Leagues: Four 6-minute periods with regulation timing.
  - Boys/Girls 9<sup>th</sup>-10<sup>th</sup> & 11<sup>th</sup>-12<sup>th</sup> Grade Leagues: Four 7-minute periods with regulation timing.
  - 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.)
  - 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 4<sup>th</sup> 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, 4<sup>th</sup>, & 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 3<sup>rd</sup> - 5<sup>th</sup> 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 3<sup>rd</sup> and 4<sup>th</sup> grade leagues. 5<sup>th</sup> 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 3<sup>rd</sup> 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 4<sup>th</sup> and 5<sup>th</sup> 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 4<sup>th</sup> and 5<sup>th</sup> 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 3<sup>rd</sup> Grade Developmental, 4<sup>th</sup>, or 5<sup>th</sup> Grade Leagues.
- i. **SCOREBOARD.** In the 3<sup>rd</sup> Grade Developmental, 4<sup>th</sup>, and 5<sup>th</sup> 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 6<sup>th</sup>, 7<sup>th</sup>- 8<sup>th</sup>, 9<sup>th</sup>-10<sup>th</sup>, 11<sup>th</sup>-12<sup>th</sup> Grade Leagues - Special Rules of Play:

- a. **BACKCOURT PRESS.** Whenever a team is ahead by 10 or more points (6-8<sup>th</sup> grade) or 20 or more points (9-12<sup>th</sup> 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 6-12<sup>th</sup> 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 10<sup>th</sup> 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 6<sup>th</sup>-12<sup>th</sup> 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.)**

**Rescheduling and Forfeit Policy:**

Silbo will provide DPR a web dashboard where all cancellations or reschedules can take place with the click of a button. Silbo officials are not paid for games if they do not check into the facility before the games are cancelled or rescheduled for that day. Officials can only check in (1) hour in advance of their scheduled game. All of this will be time stamped.

**Cancellation and No-show Policy:**

Silbo is an on-demand service, if an official does not show up for a game a charge is never created in our system. Therefore, a refund is not necessary because the league will not be charged.

**Ejection Policy:**

All ejections are to be reported to the Silbo team immediately following the game in our mobile app. This report will include the player, coach or fan who was ejected, what happened leading up to the ejection and finally why the ejection occurred. All situations will be examined on a case by case basis. We will then submit this information to the necessary personnel of DPR.

**Training and Evaluation Process:**

All Silbo officials will receive a minimum of (12) hours of training so they are current with Arlington County and NFHS rules. We will also host a variety of digital, classroom and on court trainings throughout the season.

Evaluation processes will be handled by a Silbo employee, each official will be evaluated at least one time per season. We also receive peer to peer evaluations after every game from officials. As well as offering a site director evaluation tool for Arlington County Court Supervisors. Silbo officials are rated on a 1-5 Scale. DPR High School games will require a level 3 or above official while DPR Youth games will require a level 2 official.

**Payment Process for Referees:**

Qualified Silbo Officials will check-in to their assigned games before the contest begins and check out and complete their games at the end of the contest on their mobile app. Officials will work on a Tuesday to Monday pay period and receive direct deposit on Thursday. Example: Games played between August 20-26 will be paid on August 28<sup>th</sup>. Silbo will also handle all 1099's and tax compliance for officials.

P.O.C Andrew King-Account-919-827-7114

Back-up P.O.C Trey Thompson-Account Executive-919-518-3304



**NAME****EMAIL**

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Luis Gochez	luisgochez10@gmail.com
Noah Egorin	noah.egorin@gmail.com
Reynero Pacheco	reyneropacheco@gmail.com



I, Daniel Caldwell, President and Corporate Secretary of Silbo, Inc. hereby authorize myself, Daniel Caldwell to execute contracts on behalf of Silbo, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Caldwell", written in a cursive style.

Daniel Caldwell



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

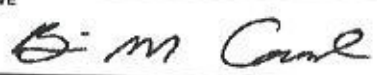
<b>PRODUCER</b> Commercial Lines - (305) 669-6000 USI Insurance Services LLC 2601 S Bayshore Dr Coconut Grove, FL 33133		<b>CONTACT NAME:</b> Risk Management Department <b>PHONE (A/C, No, Ext):</b> 866-443-8489 <b>E-MAIL ADDRESS:</b> Work.Comp@Trinet.com <b>FAX (A/C, No):</b> 800-889-0021	
<b>INSURED</b> TriNet HR III, Inc. RE: Silbo, Inc. 9000 Town Center Parkway Bradenton, FL 34202		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Indemnity Insurance Company of North America <b>NAIC #</b> 43575 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 14555230 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR_C66084267	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE:** Agreement #20-013-ITB, High School (9th-12th) Youth Basketball Officiating Services  
 Workers' Compensation is limited to worksite employees of Silbo, Inc. through a co-employment contract with TriNet HR III, Inc.

<b>CERTIFICATE HOLDER</b> Arlington County Government Department of Management & Finance Purchasing Division 2100 Clarendon Blvd., Suite 500 Arlington, VA 22201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

T3-XQG

DATE (MM/DD/YYYY)  
9/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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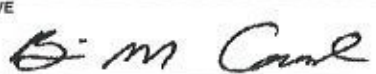
<b>PRODUCER</b> Commercial Lines - (305) 669-6000 USI Insurance Services LLC 2601 S Bayshore Dr Coconut Grove, FL 33133	<b>CONTACT NAME:</b> Risk Management Department	
	<b>PHONE (A/C, No., Ext):</b> 866-443-8489	<b>FAX (A/C, No.):</b> 800-889-0021
	<b>E-MAIL ADDRESS:</b> Work.Comp@Trinet.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Indemnity Insurance Company of North America	43575
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 14555227                      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR_C66084267	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$    2,000,000 E.L. DISEASE - EA EMPLOYEE \$    2,000,000 E.L. DISEASE - POLICY LIMIT \$    2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Agreement #20-012-ITB, Elementary and Middle School (3rd-8th) Youth Basketball Officiating Services  
  
 Workers' Compensation is limited to worksite employees of Silbo, Inc. through a co-employment contract with TriNet HR III, Inc.

<b>CERTIFICATE HOLDER</b>  Arlington County Government Department of Management & Finance Purchasing Division 2100 Clarendon Blvd., Suite 500 Arlington, VA 22201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2019

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**PRODUCER**  
Commercial Lines - (919) 676-8834  
USI Insurance Services LLC  
8540 Colonnade Center Drive, Suite 111  
Raleigh, NC 27615

**CONTACT NAME:** Konrad Klosowiak  
**PHONE (A/C, No, Ext):** 984 255-1082 **FAX (A/C, No):**  
**E-MAIL ADDRESS:** konrad.klosowiak@usi.com  
**INSURER(S) AFFORDING COVERAGE**  
**INSURER A:** Cincinnati Specialty Underwriters Ins. Co. **NAIC #** 13037  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**INSURED**  
Silbo, Inc.  
6120 Saint Giles St.  
Suite 101  
Raleigh NC 27612

### COVERAGES

**CERTIFICATE NUMBER:** 14552045

**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD L WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CSU0134737	06/12/2019	06/12/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CSU0134737	6/12/2019	6/12/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	E&O/Professional Liability			CSU0137791	08/15/2019	08/15/2020	\$1,000,000 per occurrence and aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re. Agreement #20-012-ITB, Elementary and Middle School (3rd-8th) Youth Basketball Officiating Services. Arlington County Government is included as additional insured for General Liability as their interest may appear as required by written contract. Notice of cancellation will be provided to Arlington County Government in accordance with policy terms and conditions.

### CERTIFICATE HOLDER

Arlington County Government  
Department of Management & Finance  
Purchasing Division  
2100 Clarendon Blvd., Suite 500  
Arlington, VA 22201

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Anna Maddy*

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ACORD 25 (2016/03)

(This certificate replaces certificate# 14552040 issued on 9/20/2019)



**INSURANCE CHECKLIST**

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

**COVERAGES REQUIRED**

**COVERAGE MINIMUM(S)**

- 1. Workers' Compensation ..... Statutory limits of Virginia
- 2. Employer's Liability ..... \$100,000 accident, \$100,000 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 ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 8. Products Liability ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 9. Completed Operations ..... \$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 10. Contractual Liability (Must be shown on Certificate) ..... \$500,000 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 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 ..... \$ Limits as set forth in Virginia Code 8.01.581.15
- 15. Miscellaneous E&O ..... \$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. Crime and Employee Dishonesty Coverage ..... \$
- 23. Builder's Risk ..... Provide Coverage in the full amount of Contract, including any amendments
- 24. XCU Coverage ..... Endorsement to CGL
- 25. USL&H ..... Federal Statutory Limits
- 26. Carrier Rating shall be A.M. Best Co.'s Rating of A-VII or better or equivalent
- 27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least 30 days prior to action.
- 28. The County shall be an Additional Insured on all policies except Workers Compensation and Auto and Professional Liability.
- 29. Certificate of Insurance shall show Bid Number and Bid Title.
- 30. OTHER INSURANCE REQUIRED: \_\_\_\_\_

**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 all Contract insurance requirements.

BIDDER NAME: William Tracy Thompson

AUTH. SIGNATURE: William Tracy Thompson