

## INVITATION FOR BID

**IFB NUMBER:** **IFB 18-14**

**IFB SUBJECT:** **VIENNA ADULT BASKETBALL LEAGUE OFFICIALS**

**BID DEADLINE:** **APRIL 25, 2018 AT 11:00:00 AM**

**PUBLIC OPENING:** Vienna Town Hall  
Purchasing Office  
127 Center Street, S  
Vienna, Virginia 22180

Inquiries concerning contractual or technical matters of this Invitation For Bid shall be made in writing and emailed to:

Gina Gilpin  
Purchasing Agent  
[ggilpin@viennava.gov](mailto:ggilpin@viennava.gov)

### NOTICE TO RECIPIENT

Your name appears on the Town of Vienna bidders listing or has been identified as a potential bidder desiring to receive Invitations for Bid for the commodity/service named above. Failure to respond to this invitation with either a bid proposal or a "no bid" may result in the removal of your firm's name from the referenced commodity/service listing. If "no bid", state the reason and return the bid form to the Purchasing Agent.

**INVITATION FOR BID**

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**VIENNA MEN'S SOFTBALL OFFICIATING SERVICES**

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**VIENNA ADULT BASKETBALL LEAGUE OFFICIALS**

**SECTION 1. PURPOSE**

The purpose of this Invitation For Bid is to establish a contract for basketball league officiating services for the Parks and Recreation Department of the Town of Vienna, VA.

**SECTION 2. SPECIFICATIONS**

Bidders should be an established, qualified and certified official association.

- References are required from at least three (3) organizations that have contracted or employed the bidder within the last two (2) years.
- The bidder shall be required to provide a Certificate of Insurance as regulated and required by the Town of Vienna.
- The contractor shall provide officials who are properly trained and qualified/certified. Personnel “in training” will not be acceptable.
- The bidder must include their policy addressing forfeits, cancellations and rescheduling of games and any additional charges these things may incur. These charges may be taken into consideration in determining the award.

The number of games for each season are estimated, based upon past participation in the league and projected registration for the season. Circumstances may cause the cancellation of the season. In addition, the actual number of games played may vary depending upon registration and/or other unforeseen circumstances. Services will be required only for games actually scheduled by the Department of Parks and Recreation. The estimated number of teams, games, time of games, required officials and length of season are as follows:

- Location: Vienna Community Center, 120 Cherry Street SE Vienna VA 22180.
- Number of Teams: 6- 16 (depends upon registration).
- Season: begins June and ends in early August with optional post-season tournament.
- Game times: Sunday 12:00 (noon) to 4:00 p.m.  
Monday/Tuesday/ Friday 6:00 p.m. – 10:00 p.m.  
Wednesday/Thursday 8:00 p.m. – 10:00 p.m.
- 1 full sized court/ 2 referees per game required.
- 2 referees required for semi-finals and finals of optional post-season tournament.
- Estimated Number of games\*: Max. 320, Min. 160.

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**SECTION 3. VIENNA BASKETBALL LEAGUE RULES AND REGULATIONS**

**VIENNA PARKS & RECREATION DEPARTMENT**  
**120 CHERRY ST. SE**  
**VIENNA, VA. 22180**  
**(703)255-6352**

**ADULT BASKETBALL LEAGUE**  
**RULES AND REGULATIONS**

1.00 COACHES/MANAGERS

- 1.01 The coach or manager shall be the team representative.
- 1.02 The coach or manager shall be responsible for the following:
  - a. Informing team members of the outcome of league protests and reviews.
  - b. Knowing the league rules and being able to advise team members as to their interpretation.
  - c. Distributing league schedules and other league material to team members.
  - d. Controlling language and conduct of players and spectators.
  - e. Acting as liaison to the Parks & Recreation Dept.
  - f. Rosters, protests, and any other league paperwork required by the Town of Vienna Parks & Recreation Department or these rules and the timely submission of same.

2.00 OFFICIALS

- 2.01 Officials shall be members of an approved local association holding a current contract with the Vienna Parks and Recreation Department.
- 2.02 The Association's Commissioner shall assign officials to games.
- 2.03 Any player, manager, coach or team official hitting, shoving, or making any type of inappropriate physical contact with an official, scorer, or timer will be suspended from further participation (see 4.06).
- 2.04 Two officials will be assigned for each game, except during the tournament, where a three official rotation will be used.
- 2.05 The Parks and Recreation Department will provide the official scorer and timer.
- 2.06 If the main scoreboard malfunctions, the official shall designate the official watch or keep it himself. The official score shall be that score recorded in the official scorebook.

3.00 FRANCHISE FEE

- 3.01 The franchise fee shall be an established amount to cover league expenses (officials, equipment, awards, etc.).
- 3.02 The franchise fee will be determined each year by the Vienna Parks & Recreation Department.
- 3.03 A complete roster must accompany each team's franchise fee in order to be considered for the league.
- 3.04 Franchise Fee checks should be made payable to: Town of Vienna, and delivered to: 120 Cherry Street SE, Vienna, Va. 22180, Attention Recreation Program Coordinator.

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**4.00 PLAYER ELIGIBILITY**

- 4.01 A player must be at least 18 years of age by opening game to participate in the league.
- 4.02 A player may play on only one team under the jurisdiction of the Vienna Parks and Recreation department.
- 4.03 A team playing an ineligible player shall automatically forfeit all games in which this player participated.
- 4.04 Players and coaches must conduct themselves in a sportsman-like manner at all times. Physical violence, abusive language or any unsportsmanlike action will not be tolerated. Disciplinary action will be taken against individuals and/or teams who do not strictly adhere to the above rule. Individuals and/or teams may be suspended from the leagues, with no portion of the franchise fee returned.
- 4.05 If a player or coach is ejected from a game by an official or gymnasium supervisor, this person will result in additional disciplinary action, as directed by the League Commissioner. This rule is not subject to protest or review.
- 4.06 Anyone who strikes, shoves, pushes, bumps, or otherwise molests, harasses, or threatens an official or gymnasium supervisor shall be suspended from these leagues for at least two years from the date of the incident. Application for reinstatement to the league shall be submitted to the Recreation Program Coordinator, who shall make a decision either to deny reinstatement or to reinstate the violator with any additional conditions the Recreation Program Coordinator deems applicable.

**5.00 TEAM ROSTERS**

- 5.01 Rosters must be typed or printed on the roster forms provided by the Vienna Parks and Recreation Dept. Rosters must list the proper name (no nicknames), address, zip code, and a home phone number of each player, manager, and coach. Incomplete rosters will be returned.
- 5.02 League rosters are limited to fifteen players. All changes (i.e., additions, deletions, etc.) must be made in writing and filed with the Vienna Parks & Recreation Department.
- 5.03 Roster changes will not be allowed after the third game, except in cases of extreme emergency. The Recreation Program Coordinator will adjudicate requests for emergency decisions.
- 5.04 Rosters must be submitted (along with the fee) to the Parks and Recreation Dept. at registration. Additional rosters should only be submitted if there have been any changes. (See rules 3.03 & 3.04)

**6.00 UNIFORMS & EQUIPMENT**

- 6.01 It is recommended that all teams wear reversible jerseys. All teams in the league are required to wear jerseys with numbers imprinted on the back. Any player not in acceptable uniform (jersey with number) will not be allowed to play. The Recreation Program Coordinator will strictly enforce this rule, which may also include forfeit of game. Only digits one through five are recommended (3, 25, 34, etc.). The numbers **MUST BE VISIBLE!**
- 6.02 Players and coaches must wear basketball, tennis, or gym shoes for all games and warm-ups.
- 6.03 Each team shall furnish its own uniforms. The league will provide the official clock and scorebook and game balls.

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7.00 PLAYING RULES

7.01 Games will be played in accordance with the official basketball rules as adopted by the National Federation of State High School Athletic Associations, except where amended by the league rules below:

- a. The game will be played in two twenty-minute halves with the first eighteen-minutes being a running clock. The clock will only stop for injuries, time-outs, and all free-throw shooting situations. The last two minutes will be played by regular game rules. (Clock stops on all whistles)
- b. If a team is up by 20 points or more with two minutes remaining in the 2<sup>nd</sup> half, the clock will only stop for injuries, time-outs, and all free-throw shooting situations.
- c. All players are allowed six personal fouls before they are required to leave the game. A technical foul also counts as a personal foul and a team foul. A player receiving two technical fouls will be ejected from the game. Any player ejected from any game as a result of receiving two technical fouls may receive a one game or multi-game suspension! The Recreation Program Coordinator will review the causes for an ejection by technical foul and determine the penalty, if any.
- d. There will be three minutes between halves and one minute between overtime periods in all games.
- e. All teams will receive three (3) full time-outs per game. One additional time-out shall be allotted for each overtime period. Unused time-outs from regulation play may be carried over to overtime play.

7.02 A tie game may progress through two three minute overtime periods. All overtime periods must be played within the time limit. If a game is tied and time has expired, the game will stand as a tie, and will be replayed only if it has a bearing on the championship.

7.03 Games may start and end with four players (cannot go below four players). A forfeit will be declared if a team is not ready to play at scheduled game time (see rule 8.01). The decision of the Gym Supervisor is final. Teams must report 15 minutes before scheduled time.

- a. The first game will have a 10-minute grace period with the clock starting at the regulation time. During the grace period, once the clock reaches the five-minute mark one of the three time-outs will be forfeited. When the grace period ends (10 minutes), game is forfeited.

8.00 FORFEITURE

8.01 If the required number of players, four, has not been met by game time by one of the teams, the game will be forfeited and the score shall be 2-0. If both teams fail to have the required number of players, the game will be canceled and will not be made up. Both teams will receive losses.

8.02 The entire game can be completed with four players.

8.03 A team forfeiting two league games because of failure to have the required number of players will be ejected from the league. The Recreation Program Coordinator may review team ejection for failure to participate and reinstate the team for good cause. All games will be forfeited for a team ejected from the league for any reason and all games will count as a win for scheduled opponents, no matter the outcome of earlier play. No part of any league fee(s) will be returned.

8.04 Using an ineligible player shall result in forfeiture.

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8.05 Coaches shall be responsible for the conduct of their players. Improper conduct on the part of either players or spectators may result in forfeiture of the game by the Vienna Parks and Recreation Department.

**9.00 PROTESTS**

9.01 No protests on game situations (official's judgment) are allowed. If a ruling is believed to conflict with Federation rules or these league rules or a question of eligibility is involved, a coach may protest the game. Scorer must enter protest in scorebook. A written protest must be submitted to the Recreation Program Coordinator, within 48 hours after completion of the game. A \$25.00 fee must accompany the protest. If the appeal is granted, the fee will be returned.

9.02 The protest must contain the following information:

- a. Date, time and place of game.
- b. Names of officials and scorekeeper.
- c. The name(s) of player(s) in question.
- d. The decision and conditions surrounding the making of the protest.
- e. All essential facts involved in the matter protested.

9.03 The Recreation Program Coordinator will review protests once all information has been received. Their decision will direct whether the protest will be denied, whether the game will be replayed or forfeited. The decision is final.

9.04 If any of the procedures for protest are not followed, the protest will not be accepted.

**ADMINISTRATIVE REGULATIONS & INFORMATION**

10.01 Any question or situation not covered by these league rules or official interpretations thereof shall be referred to the Athletic Coordinator for a final decision. This decision is not subject to appeal or review.

10.02 Any player or coach found guilty of defacing or destroying Community Center property shall be held responsible for damage and shall be suspended from play until restitution is made.

10.03 No player may wear jewelry of any type on the hand, arms, face, or ears while participating in league games. A player wearing glasses should wear a protector or a strap. Shatterproof lenses are recommended. If a player has any type of non-removable exposed body piercing, they will not be allowed to participate. Taping over any type of jewelry or body piercing will not be an acceptable remedy for participation.

10.05 No game may be postponed without prior approval of the league office.

**Revised 3/2018**

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**SECTION 4. MANDATORY TERMS AND CONDITIONS**

Requirements in this section have been specified as mandatory and must be met to the degree stated in these specifications in order for the bid to receive further consideration. Bids which fail to meet ALL of the mandatory requirements will be considered unacceptable and will not be considered for selection. Final acceptance of purchase will depend on the satisfactory delivery of all equipment and/or components as specified. The bidders shall state on the Official Town Bid Form (in duplicate) the unit price and extended price of each item(s) as outlined herein. All attachments to this solicitation are incorporated into this Section and therefore, they are Mandatory Requirements.

Offerors are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the IFB. Offerors are solely responsible for checking the Town website to insure that they have the most current information regarding the IFB.

All addenda must be signed and submitted with your bid.

Insurance: The Contractor shall provide the Town of Vienna Department of Public Works with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

Workers' Compensation-Standard Virginia Workers' Compensation Policy.

Broad Form Comprehensive General Liability-\$2,000,000.00

Combined Single Limit coverage to include:

Premises - Operations; Products/Completed Operations;

Contractual; Independent Contractors; Owners and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability-\$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Your signature on this solicitation constitutes certification that, if awarded the contract, you shall obtain the required coverage as specified herein within ten (10) days of notification of award.

Hold Harmless Clause: Bids shall provide for the contractor holding harmless the Town of Vienna and representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contact work,



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or on account of any act or omission by the contractor or its employees, or from any claim or amounts arising or recovered under any law, bylaw, ordinance, regulation or decree.

**Availability of Funds:** It is understood and agreed between the parties herein that the Town shall be bound hereunder to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**Cancellation of Contract:** The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**SECTION 5.      AWARD**

The award will be made on a lump sum basis, based on estimated quantities specified, to the lowest responsive and responsible Bidder based on the Total Bid Amount on the Official Town Bid form. Charges for forfeits, cancellations and rescheduling of games must also be included and may be a factor in determining the award.

**SECTION 6.      ESTIMATED QUANTITIES**

The number of games on the bid form is an estimated number. The Town reserves the right to require more or fewer games as necessary.

**SECTION 7.      CONTRACT RENEWAL**

The resulting contract will cover a period of one (1) year from the date of award. At the sole discretion of the Town of Vienna, and upon mutual written agreement with the Contractor, this contract can be renewed for an additional three (3) years, in one (1) year increments, at the expiration of its terms, by mutual written agreement of the vendor and the Town of Vienna. The vendor may request a price adjustment no more frequently than once per year. The renewal of the contract shall depend on the vendor's performance and the ability to follow instructions of this solicitation.

**SECTION 8.      BID SUBMISSION**

Bidders must use the attached Official Bid Form to submit their bid. All bids must show unit price, if applicable, and total price.

**All bidders must return ONE (1) original and ONE (1) copy of the Official Bid Form as well as any issued addendums or any other documentation considered to be part of the Bid Package. Keep a copy of the IFB for your files and do not submit it with the Bid Package.**

By signing the Official Bid Form, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person.

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The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. The bids must be received at the following location before the date and time specified:

Office of the Purchasing Agent  
127 Center Street S  
Vienna, VA 22180

**BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.**

Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the IFB. Bidders are solely responsible for checking the Town website to insure that they have the most current information regarding the IFB.

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**SECTION 9. GENERAL TERMS AND CONDITIONS**

**VENDOR:** THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.  
  
If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.

8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.  
  
Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.
13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.

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14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.  
  
If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.
23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.

24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of ten thousand dollars (\$10,000.00) or more.

The Purchasing Agent will award all contracts less than ten-thousand dollars (\$10,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

25. **Cancellation of Contract:** The Town reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
26. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna  
ATTN: ACCOUNTS PAYABLE  
127 Center St., S.  
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

27. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

- a. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor, is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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28. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
31. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
32. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
33. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
34. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

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Town of Vienna, VA

Purchasing Office  
127 Center Street S  
Vienna, Virginia 22180

**SECTION 10. OFFICIAL TOWN BID FORM**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions of IFB 18-14:

Game with 2 Referees    \$\_\_\_\_\_/game    x 320 games    \$\_\_\_\_\_ Total

Tournament Game w/2  
Referees                    \$\_\_\_\_\_/game    x 20 games    \$\_\_\_\_\_ Total

\$\_\_\_\_\_ Total Bid

Additional charges for forfeits, cancellations and rescheduling of games    \$\_\_\_\_\_/game

**RETURN BID FORM IN DUPLICATE.** All addendums that have been issued shall be returned with the bid. It is the responsibility of the bidder to ensure that it has received all addendums.

Person to contact regarding this bid (Please print): \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing and submitting a bid, bidder acknowledges and agrees that they have read and understood the IFB documents and agrees to the Contract Terms and Conditions as contained herein.*