NOTICE OF AWARD OF CONTRACT

TO:  FIRSTSERVE TENNIS ACADEMY LLC
     2200 WILSON BOULEVARD, STE 102, BOX 152
     ARLINGTON, VA 22201

DATE ISSUED:  FEBRUARY 12, 2014
CURRENT CONTRACT NO:  717-13

CONTRACT TITLE:  TENNIS INSTRUCTION AND PROGRAMMING SERVICES
PRIOR CONTRACT NO:  120-11

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.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on JANUARY 16, 2014. The contract term covered by this Notice of Award is effective JUNE 1, 2014 and expires on JUNE 30, 2020.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 717-13 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:
1) REFER TO BID FORM ATTACHED
2) PRICING FIRM UNTIL JUNE 1, 2016 THEN PRICE ADJUSTMENTS BASED ON CPI-U NOVEMBER

ATTACHMENTS:
INIVTATION TO BID 717-13

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

VENDOR CONTACT: STEPHAN SCHLAGENHAUFF
EMAIL: STEPHAN@TENNISEVERYONE.NET

COUNTY CONTACT: MEGAN CARNEY
EMAIL: MCARNEY@ARLINGTONVA.US

TELEPHONE NO.: 703-867-1970
TELEPHONE NO.: 703-228-1835

CONTRACT AUTHORIZATION

Signature: Ivette Gonzalez
Date: 2/12/14
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 717-13

BID FORM
Page 1 of 6

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M. ON JANUARY 16, 2014

FOR PROVIDING TENNIS INSTRUCTION AND PROGRAMMING FOR YOUTH AND ADULTS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

A. INDICATE WHICH PROGRAM YOU INTEND TO OFFER:
   - Youth Group Tennis Instruction (7 to 18 year old) X
   - Junior group tennis instruction (3 to 6 years old) X
   - Adult Group Tennis Instruction X
   - Private Tennis Lessons (All ages) X
   - Youth Junior Team Tennis Program X
   - Adult League
   - Adult Socials
   - Youth Socials (3 to 18 year old) X
   - Cardio Tennis for Adults X
   - Other ____________________________ □

B. MANDATORY REQUIREMENTS
   - Does your company have at least three (3) years of experience working with local government organizations to provide tennis instructional service? Yes □ No □

   - Will all instructors assigned under this contract be qualified to perform the required services? Yes □ No □

   - Will your company be able to provide tennis instruction for approximately two thousand (2,000) students per year? Yes □ No □

   - Will your company be able to provide modified indoor tennis classes in County provided indoor space (e.g., portable nets for use on gym floors) for the winter season? Yes □ No □

   - Will your company have the ability to expand programs/classes when registration numbers increase according to demand in Arlington County? Yes □ No □
C. PROVIDE INFORMATION AS REQUESTED UNDER THE “SUBMISSION REQUIREMENTS” PARAGRAPH PAGES 7 AND 8. BIDS SUBMITTED WITHOUT THE INFORMATION WILL BE REJECTED AS NONRESPONSIVE.

D. COMPLETE THE TABLE BELOW WITH PRICING INFORMATION:

The cost per student per class will remain the same whatever the number of classes given per season. Assume an eight week class period with one class per week.

<table>
<thead>
<tr>
<th>#</th>
<th>PROGRAM</th>
<th>DURATION OF CLASSES IN MINUTES</th>
<th>STUDENT/COACH RATIO</th>
<th>COST PER STUDENT PER CLASS</th>
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<tr>
<td>1</td>
<td>Youth Group Tennis Instruction (7 to 18 year old)</td>
<td>60</td>
<td>6:1</td>
<td>$20</td>
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<tr>
<td>2</td>
<td>Junior group tennis instruction (3 to 6 years old)</td>
<td>45</td>
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<td>Adult Group Tennis Instruction</td>
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<td>4</td>
<td>Private Tennis Lessons (All ages)</td>
<td>60</td>
<td>1:1/2:1/3:1</td>
<td>$75/45/35</td>
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<td>5</td>
<td>Leagues</td>
<td>75</td>
<td>10:1</td>
<td>$18.75</td>
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<td>6</td>
<td>Tennis Socials</td>
<td>90</td>
<td>12:1</td>
<td>$20</td>
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<tr>
<td>7</td>
<td>Adult Cardio Tennis</td>
<td>75</td>
<td>6:1</td>
<td>$25</td>
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</tbody>
</table>

BIDDER’S NAME: **FIRSTSERVE TENNIS ACADEMY, LLC**
The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent's website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

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

( ) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

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

________________________________________

________________________________________

________________________________________

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

________________________________________

________________________________________

BIDDER NAME: FIRSTSERVE TENNIS ACADEMY LLC

ITB No. 717-13
If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of 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, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

STEPHAN SCHLAGENHAUFF, MANAGING DIRECTOR
FIRSTSERVE TENNIS ACADEMY LLC
2200 WILSON BLVD., SUITE 102, BOX 152
ARLINGTON, VA 22201

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: ____________________________

PRINT NAME AND TITLE: STEPHAN SCHLAGENHAUFF, MANAGING DIRECTOR
FIRSTSERVE TENNIS ACADEMY LLC

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): STEPHAN SCHLAGENHAUFF
TITLE: MANAGING DIRECTOR
E-MAIL ADDRESS: STEPHAN SCHLAGENHAUFF@TENNISEVERYONE.NET
TEL. NO.: 703-867-1970
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<tr>
<th>Submitted By: (Legal Name of Entity)</th>
<th>FirstServe Tennis Academy LLC</th>
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<tr>
<td>Address:</td>
<td>2200 Wilson Blvd., Suite 102, Box 152</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Arlington, VA 22201</td>
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<tr>
<td>Telephone No.:</td>
<td>703-867-1970</td>
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<tr>
<td>Facsimile No.:</td>
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<tr>
<td>Tax ID Number (EIN/SSN):</td>
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This Firm is a:  ● Insert Name of State **Virginia**  
- Corporation,  ___ General Partnership,  ___ Limited Partnership,  ___ Unincorporated Association,  X Limited Liability Company,  ___ Sole Proprietorship

Is Firm Authorized to Transact Business in the Commonwealth of VA? **Yes**

Identification No. Issued to the Firm by the SCC: 50764623

Any Bidder Exempt from SCC Authorization Requirement shall include a statement with their bid why they are not required to be so authorized

Is Your Firm or Any of Its Principals Currently Debarred from Submitting Bids to Arlington County, Virginia, or Any Other State or Political Subdivision? **No**

Bidder Status:  ● Minority Owned:  ___ Woman Owned:  ___ Neither: **X**
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

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</tbody>
</table>

BIDDER'S NAME: **FIRSTSERVE TENNIS ACADEMY LLC**
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA  22201
(703) 228-3410

INVITATION TO BID NO. 717-13

SEALED BIDS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE 16TH DAY OF JANUARY 2014 FOR:

PROVISION OF TENNIS INSTRUCTION AND PROGRAMMING SERVICES FOR YOUTH AND ADULTS FOR A SIX-YEAR (6) PERIOD

At the time, date and place stated above, bids will be publicly opened.

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

Arlington County reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure. A bidder’s submission of a bid indicates acceptance of these terms.

Arlington County, Virginia
Office of the Purchasing Agent

Delphine Lambert, CPPB
Buyer
dlambert@arlingtonva.us

ITB No. 717-13
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
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<tbody>
<tr>
<td>I. INSTRUCTIONS TO BIDDERS</td>
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</tr>
<tr>
<td>II. SCOPE OF SERVICES</td>
<td>10</td>
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<tr>
<td>III. CONTRACT TERMS AND CONDITIONS</td>
<td>14</td>
</tr>
<tr>
<td>BID FORM</td>
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</tr>
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<td>Metropolitan Washington Council of Governments (COG) Rider Clause</td>
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</table>
I. INSTRUCTIONS TO BIDDERS

1. ADDITIONAL INFORMATION
   All questions relating to this solicitation shall be submitted via e-mail to Delphine Lambert
   in the Office of the Purchasing Agent, at dlambert@arlingtonva.us. For a question to be
   considered, the subject line of the e-mail must state the following: ITB No. 717-13
   Questions. Questions should be succinct and must include the submitter’s name, title,
   company name, company address, and telephone number. Prior to the award of a contract
   resulting from this solicitation, bidders are prohibited from contacting County staff other
   than the Office of the Purchasing Agent.

   NO QUESTIONS WILL BE CONSIDERED IF THEY ARE SUBMITTED WITHIN THE SEVEN (7)
   CALENDAR DAYS IMMEDIATELY PRECEDING THE DEADLINE FOR RECEIPT OF BIDS.

   If any questions or responses require revisions to this solicitation as it was originally
   published, such revisions will be by formal amendment only. Bidders are cautioned that any
   written, electronic, or oral representations made by any County representative or other
   person that appear to change materially any portion of the solicitation shall not be relied
   upon unless subsequently ratified by a written amendment to this solicitation issued by the
   Office of the Purchasing Agent.

2. COMPETITION INTENDED
   It is the County’s intent that this solicitation promotes competition. It shall be the bidder’s
   responsibility to advise Arlington County if any language, requirements or specifications
   restrict or limit the purchase to a single source. Such notification must be received by the
   Arlington County Purchasing Agent not later than fifteen (15) calendar days prior to the date
   and time set for bid opening. A review of such notifications will be made and the bidder
   notified of the results of the review.

3. BID FORM SUBMISSION
   The required Bid Form is provided in the solicitation. One (1) fully-completed Bid Form with
   an original longhand signature, and a photocopy of the signed original (two (2) copies total),
   shall be submitted by hand, in a sealed envelope or package, to the Office of the Bid Clerk,
   Suite 511, 2100 Clarendon Boulevard, Arlington, Virginia, 22201, no later than the date and
time deadline specified in the Invitation to Bid above. Timely submission is solely the
responsibility of the bidder. Bid Forms received after the specified date and time will be
rejected. The exterior of the envelope or package shall indicate the name of the bidder, the
scheduled bid opening date and time, and the number of the Invitation To Bid. Bids
submitted by facsimile or electronically will not be accepted.

   A bidder’s failure to submit a bid with a fully-completed Bid Form, using the Bid Form
   provided in this solicitation, shall be cause for rejection of that bidder’s bid. A bid will be
   rejected if its corresponding Bid Form is not signed in the designated space by a person
   authorized to legally bind the bidder.

   Modification of or additions to the Bid Form may be cause for rejection of the bid; however,
   Arlington County reserves the right to decide, on a case by case basis, in its sole discretion,
   whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance,
   Arlington County may, in its sole discretion, request that the bidder withdraw or modify any
   such modifications or additions which do not affect quality, quantity, price, or delivery. Bids
   and all documents related to this solicitation submitted to Arlington County by a bidder or a
   prospective bidder shall, upon receipt by Arlington County, become the property of the

3

ITB No. 717-13
County.

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

5. **EXCEPTIONS**
Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Scope of Services, the Special Conditions, and any attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

6. **NONCONFORMING TERMS AND CONDITIONS**
If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. Arlington County reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the County of unresponsiveness as a result of the submission of nonconforming terms and conditions.

7. **ERRORS IN EXTENSION**
Where the unit price and the extension price are at variance, the unit price will prevail.

8. **DISCOUNTS**
Discounts contingent on payment of invoices by Arlington County within a stipulated period of time will be accepted as a component of a bid, but will not be considered by Arlington County when evaluating bid prices or when making an award.

9. **EXPENSES INCURRED IN PREPARING BID**
Arlington County accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

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

11. **INCOMPLETE DOCUMENTS**
Each bidder is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its bid, and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

ITB No. 717-13
If a potential bidder downloaded an electronic version of the solicitation documents, that potential bidder is responsible for determining the accuracy and/or completeness of the electronic documents.
If the successful bidder proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington County Purchasing Agent, the bidder hereby agrees to perform any activity described in the missing or incomplete documents at bidder’s sole expense and at no additional cost to Arlington County.

12. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Purchasing Agent to be satisfied as to the bidder’s qualifications. Failure to qualify according to the foregoing requirements will result in bid rejection by Arlington County.

13. DEBARMENT STATUS

The bidder shall indicate in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to Arlington County, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

14. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked “ALTERNATE BID”. Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

15. INFORMALITIES

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

16. ARLINGTON COUNTY BUSINESS LICENSES

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

17. AUTHORITY TO TRANSACT BUSINESS
Any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper full and legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in Virginia shall include in its bid a statement describing why the bidder is not required to be so authorized. The County may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e., corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bid or cancellation of the award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

18. BID WITHDRAWAL PRIOR TO BID OPENING
No bid can be withdrawn after it is filed with the Bid Clerk unless the bidder makes a request in writing to the Purchasing Agent prior to the time set for the opening of bids.

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

20. PARKING
At most Arlington County government facilities, parking for contractors’ vehicles is not provided by Arlington County. A contractor is responsible for the payment of any parking charges or fines resulting from illegal parking at any worksite(s).

21. TRADE SECRETS OR PROPRIETARY INFORMATION
Trade secrets or proprietary information that is submitted by a bidder or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection 4-101(2) of the Arlington County Purchasing Resolution may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA").
However, the bidder or contractor must invoke the protection of this subsection prior to or upon submission of the data or other materials, and must identify clearly and in writing, on the Bid Form, the data or other materials to be protected and state the reasons why protection is necessary or falls within the exception to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

22. INTEREST IN MORE THAN ONE BID AND COLLUSION
Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

23. BEST VALUE APPROACH
This solicitation is issued under the "Best Value" approach, as it is defined in the Arlington County Purchasing Resolution. Under this approach, in determining the "lowest responsible bidder", the County may consider, in addition to price, any of the following:

a. The ability, capacity, and skill of the bidder to perform the contract or to provide the service required;

b. Cost to student based on price charged;

c. The quality of work and of performance under previous contracts or services;

d. The quality and quantity of instructors available to teach classes based on number of instructors on staff, number of PTR or USTA certified instructors, number of CPR/First Aid certified instructors; and

e. Proposed student to coach ratio for each class type.

24. BEST VALUE BID SUBMISSION REQUIREMENTS
In addition to the completed and properly executed Bid Form, bidders shall provide the following information with their bids:

a. Provide a brief history of your company, length of existence, types of services provided, experience with local governments.

b. List of all previous contracts of similar size and scope for a public entity of similar size to Arlington County within the past five (5) years.
   o Contract/Project Name
   o Agency/Locality/Office/organization for which contract or project was performed
   o Dollar value of contract
   o Dates of contract
o Contract Representative
o Contract Representative’s name, telephone number and email address

c. The County reserves the right to contact any or all references to ask any or all of the following questions and any additional questions the County deems appropriate:
  o How satisfied were you with the firm’s point of contact?
  o How timely and effectively did the firm address your questions or concerns?
  o How competent and professional were the instructors?
  o How would you rate the firm in addressing participant issues?
  o Would you use this firm for other instructional needs?

d. Bidders shall provide resumes of instructors proving the contractor has the breadth and depth to provide Arlington County a quality tennis program including a table with the number of on staff instructors with USTA or PTR coaching certifications and CPR and FIRST certifications;

e. Bidders shall provide evidence of sexual abuse and molestation insurance coverage, in the form of a valid certificate of insurance. Sexual Abuse and Molestation coverage is included in the amount of $100,000 combined single limit with $300,000 aggregate. This is in addition to General Liability and Auto Insurance.

f. For each proposed service, bidders shall provide the student/coach ratios, cost per student per class and class duration on the bid form.
   Bidders may propose to the County additional tennis events or classes (in addition to the ones listed on the bid form) for additional program offerings.

25. BEST VALUE AWARD PROCESS
At the time of the bid opening, a Bid Evaluation Form, enclosed in a sealed envelope, will be made a public record. The Bid Evaluation Form shall include the criteria applicable to the contract weighted according to the value of those criteria under this solicitation.

For each bid received, and for each criterion listed, County staff will assign a number of points reflecting, in their sole opinion, the degree by which the bid satisfies each criterion. The assigned number of points will then be multiplied by the weight assigned to each criterion. A sum of the resulting numbers will identify the bid which represents the best value under this solicitation. The bidder with the highest total evaluation points will be awarded the contract.

26. INSURANCE REQUIREMENTS
Each bidder must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a bid to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the bidder is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington County may be proposed by the bidder and considered by the County. Written requests for consideration of alternate coverage must be received by the County Purchasing Agent at least ten (10) working days prior to the date set for receipt of bids. If the County denies the request for alternate coverage, the coverage required by the Insurance Requirements section must be provided. If the County permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of bids. The insurance requirements herein shall neither operate as a limitation of the Contractor’s liability to the County nor as a limitation of the Contractor’s duty of indemnification, as set forth in this solicitation and any resulting Contract.
27. CONDITIONS OF THE RIDER CLAUSE
The successful bidder have the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Metropolitan Washington Council of Governments ("COG") and the Northern Virginia Cooperative Purchasing Council, as set forth in the extension checklist contained in the Bid Form. The following conditions shall apply to the extension of an award to a designated jurisdiction:

a. A negative reply to inclusion of any jurisdiction shall not adversely affect consideration of a bid for award.

b. There shall be no obligation on the part of any designated jurisdiction to utilize an award extended to that jurisdiction.

c. The awardee is solely responsible for notification of the identified jurisdictions of the availability of the award.

d. Arlington County shall not be held responsible for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

e. Participating jurisdictions will be permitted to purchase at Contract prices in accordance with contract terms. Participating jurisdictions will place their orders directly with the awardee and will be responsible for placing orders directly with the awardee, arranging deliveries, reconciling discrepancies and invoices, and issuing payments.

f. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required insurance policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

g. Any extension to another jurisdiction shall be at the unit prices identified in the bid. Bidders shall not, under the conditions of this extension, offer any adjustment, addition, modification or other change to the technical requirements of this solicitation or the unit prices awarded by Arlington County under this solicitation to any public body to which the award is extended.

28. NOTICE OF DECISION TO AWARD
When the County has made a decision to award a contract(s), an e-mail with a Notice of Decision to Award will be sent to all bidders, using the email address provided in the Bid Form.
II. SCOPE OF SERVICES

Arlington County Department of Parks and Recreation’s (DPR) Tennis Program has grown considerably since its inception, and it is being anticipated that both adult and youth tennis programming including classes, leagues, private lessons, and special events will continue to grow in the foreseeable future.

DPR runs a year-round tennis program during fall, spring, winter, early spring, and two summer sessions. The sessions vary in length and the contractor shall work in collaboration with the County to determine the best season length to maximize student enrollment and enjoyment.

A. TENNIS SEASONS

During fall and spring seasons, Arlington County anticipates holding over 80 classes and instructing to over 500 students on multiple court sites throughout the County. On average, Arlington County offers tennis instruction on three court sites each weekday and two on the weekends. The fall and spring seasons run from six to nine weeks each.

The early spring program includes about 50 classes with 250 students and runs for approximately four weeks.

Through the winter season, the County continues to expand indoor options at a variety of community centers both during weekdays and weekends for six to nine weeks each. Currently the County manages about 20 classes with over 100 students. The County would plan to continue and possibly expand these programs.

The summer season is split typically into two sessions with classes run on weekdays and some special events on weekends. During each summer session, Arlington offers nearly 60 classes for each of the two five-week sessions with over 700 total students.

Private instruction length times will vary depending on customer. These lessons are offered in the fall, spring, and summer. Arlington County estimates about 100 private lesson students per year.

B. PROGRAM DESCRIPTION

The services include group instruction, private instruction, tennis team play, leagues, socials and other tennis related special events as determined by the County. Programs will include youth and adult class offerings at various levels, leagues, private lessons, and socials with possible special events. The bid may address any of the following services in whole in or in part:

- Junior Group Tennis Instruction (7 to 18 year old), age groups may be split into smaller sections and at various ability levels
- Youth Group tennis instruction (3 to 6 years old) age groups may be split into smaller sections and at various ability levels
- Adult Group Tennis Instruction, instruction should include various ability levels
- Private Tennis Lessons (All ages), instruction should be one on one or in small groups (less than 4)
• Leagues, organization includes on-site management, match-ups, some instructions for a weekly seasonal competitive league
• Tennis Socials, instruction should include tennis games, social activities, and some match-play
• Adults Cardio Tennis; instruction shall include high intensity cardiovascular workout with tennis skills, activities, and instruction

C. PARTIAL BIDS
Partial bids will be accepted. Bidders can bid for one or more of the categories above.

D. COST PER STUDENT PER CLASS
The cost per student per class will remain the same whatever the number of classes given per season. The County will use the cost per student per class bid by the Contractor.

The duration of classes will be mutually agreed upon by the County and the Contractor. If the class duration changes, the County will use the cost per minute per student to adjust the cost per student. The County will determine the cost per minute using the cost per student per class provided by the Contractor on the bid form and dividing it by the class duration.

The County reserves the right to add similar classes (in addition to the ones listed above) to this contract during the contract term. Cost per student for such additional classes will be negotiated with the Contractor.

E. CONTRACT AWARD AND WORK ASSIGNMENT
Arlington County will award the contract to the bidder with the highest total evaluation points.

However, Arlington County reserves the right to make the award to multiple bidders within each category. Vendors will be ranked by total evaluation points. The vendor with the highest total evaluation points will be ranked first, the vendor with the second highest total evaluation points will be ranked second and so on.

The County will work with the selected vendor(s) to develop the seasonal tennis plans and determine season length and programming.

Work assignments will be based on a combination of price and availability of instructors. The contractor ranked first will be contacted first. If the contractor ranked first cannot provide a service, then the contractor ranked second will be contacted and so on.

F. REVENUE SHARE
The County will administer the registration and fee collection process for all classes and programs, provide program marketing, and will also provide all facilities and scheduling. The County will keep twenty five (25%) percent of the paid tuition from each student, and the Contractor will receive the remainder seventy five (75%) percent, per the requirements of Payment Terms clause (paragraph no. 10, page 13) of this solicitation.
G. **QUALIFICATION REQUIREMENTS:**

- Bidders shall have at least three (3) years of experience working with County or municipal government organizations to provide tennis instructional service.
- Instructors proposed to work under this contract shall be qualified to perform the required services with preference given to those with the United States Professional Tennis Association (USPTA) or Professional Tennis Registry (PTR) certifications.
- Bidders shall be able to provide tennis instruction for approximately two thousand (2,000) students per year.
- Bidders shall be able to provide modified indoor tennis classes in County provided indoor space (e.g., portable nets for use on gym floors) for the winter season.
- Bidders shall have the ability to expand programs/classes when registration numbers increase according to demand in Arlington County

**BIDDERS THAT DO NOT MEET THE ABOVE CRITERIA WILL BE REJECTED AS NON-RESPONSIVE.**

H. **SERVICES REQUIREMENTS:**

a) The Contractor shall provide the necessary supplies (i.e. tennis balls and/or any teaching aid the instructors wish to use) to operate the program.

b) The Contractor shall respond to complaints from the students regarding the quality of instruction and take remedial action where deemed necessary by the County.

c) The Contractor shall ensure that Instructors or other program staff are at the scheduled site and ready to conduct the program at least fifteen (15) minutes prior to the start of the class.

d) The Contractor shall adhere to Arlington County’s background check process described in Paragraph 8 of the “Contract Terms and Conditions” Section for all instructors.

e) Should the Contractor substitute or recruit new personnel after award of contract, the Contractor shall request the approval of the County Project Officer before proceeding. The County reserves the right to reject proposed instructors at anytime during the contract term.

f) The Contractor shall work with private lesson students to schedule appointments and instruct the County on proposed location and billing information.

g) The Contractor shall work with the County to develop an appropriate mix of instructional classes and/or programs approximately six (6) months in advance of the proposed class or program.

h) The Contractor shall submit class cancellations updates to the County the day following a cancelled class.

i) The Contractor shall submit an invoice within four (4) weeks following completion of class. Arlington County will ensure payment after each season within 30 days of receiving an accurate invoice as determined by the County Project Officer. Private lesson payments will be made prior to the conclusion of the calendar year.
I. **GENERAL INFORMATION**

a) The County will administer the registration and fee collection process for all classes and programs.

b) The County will provide to the Contractor a twenty four (24) hours' notice via email for any non-weather related cancellations. If possible, the Contractor and the County will work to reschedule classes.

c) The County will reimburse students for classes cancelled by the contractor or DPR (e.g., weather cancellations). These reimbursements will be made after the season is completed when the Contractor submits a status report on each class (i.e., number of classes held v. cancelled). The County will provide household credits in the amount of the number of classes cancelled. The contractor is not paid for cancelled classes.
III. CONTRACT TERMS AND CONDITIONS

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. 717-13.

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 of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the “Contract” or “Agreement”.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (hereinafter “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 adult and youth tennis instructional services for Arlington County residents and program participants. 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 the Contractor’s 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 shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The term of this Agreement will commence on June 1, 2014, and the Contractor shall continue operations until June 30, 2020.

4. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the tennis instructional services covered in the County’s Invitation to Bid No. 717-13 at the prices provided in the bid of the Contractor.

5. CONTRACT AMOUNT
The Contract unit prices shall remain firm until June 1, 2016 (“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 prior to the Price Adjustment Date. Requests for adjustment(s) to unit price(s) shall not exceed the percentage of escalation / de-escalation in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (“CPI-U”) for the twelve (12) month period ending on November of each year of the Contract.

If the Contractor and the County do not agree on the requested adjustment using the procedure set forth above, by the thirtieth (30th) calendar day prior to the Price Adjustment Date, the County may in its sole discretion terminate the Contract. The contract unit price(s) that changed as a result of this procedure shall become effective the day after the Price Adjustment Date and shall be binding on both parties for 12 months following the adjustment which shall be considered the new Price Adjustment Date.

6. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.
7. **PROJECT STAFF**
   The Project Officer will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the Project officer reasonably rejects staff or subcontractors pursuant to this section, the Contractor must 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 employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

8. **BACKGROUND CHECK**
   All staff or agents of the Contractor, 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 Department of Parks and Recreation (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 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 the Arlington County Sheriff’s Office. The background check fee is subject to change in the sole discretion of the Sheriff.

   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:

   - Sex offenses, regardless of the amount of time since the date of the offense (examples of sex offenses include, but are not limited to, child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, and indecent exposure)
   - Felonies involving violence, regardless of the amount of time since the date of the offense (examples of felonies involving violence include, but are not limited to, murder, manslaughter, aggravated assault, hit and run, kidnapping, robbery, and burglary)
   - Felonies committed within the past 10 years
   - Misdemeanors involving violence committed within the past 7 years (examples of misdemeanors involving violence include battery and domestic assault)
   - Misdemeanors involving alcohol or other drugs committed within the past 5 years or multiple misdemeanors involving alcohol or other drugs committed in the past 10 years (examples including, but are not limited to, driving under the influence, drug or alcohol possession, public intoxication, and possession of drug paraphernalia)

   The County further requires that the Contractor not employ as a staff member or agent at any program any person who is, on or after the date of the County’s execution of this Agreement, charged with any sex offense, felony, or misdemeanor, or is known by the Contractor to be under investigation for any such crime.

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

9. **ADJUSTMENTS FOR CHANGE IN SCOPE**
   The County may order changes in the Work within the general scope of the work consisting of
additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must notify the Project Officer immediately after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

10. PAYMENT TERMS
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire Work by the County. The Contractor shall submit invoices thirty (30) days after the completion of all classes.

11. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor 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 (7) calendar 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 shall accrue at the rate of one percent (1%) per month.
The Contractor shall 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 as those contained herein 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.

12. NON-APPROPRIATION
All funds for 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. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractors provides services without a signed County Purchase Order, it does so at its own risk and expense.

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

15. 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.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

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

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

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

   d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

   e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

17. Employment Of unauthorized aliens Prohibited
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and

18. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $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, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. **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 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.

20. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Contract Term and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

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 such failure(s) at least fifteen (15) days before termination of the Contract takes effect ("Cure
Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

21. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will
be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. INDEMNIFICATION
The Contractor covenants for itself, its employees, and 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” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and
reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or to disclose the County’s data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract, are the exclusive property of the County (”Record” or ”Records”), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County’s request, the Contractor shall deliver all Records to the Project Officer, including “hard copies” of computer records, and at the County’s request, shall destroy all computer records created as a result of the County’s request for services pursuant to this Contract.

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

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

25. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

26. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia 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 offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

27. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

28. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

30. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

31. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.

32. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract,
meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
All copies shall be double-sided;
Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
The use of plastic covers or dividers should be avoided; and
Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

33. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

35. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

37. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. 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 sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

38. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

39. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

40. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

41. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

42. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. 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.

44. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.
45. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

46. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

TO THE CONTRACTOR: REFER TO BID FORM OF CONTRACTOR

TO THE COUNTY:

The County Project Officer (refer to section headed Project Officer) under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

48. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

49. INSURANCE REQUIREMENTS
Prior to the execution of this Contract and upon any Contract extension thereafter, the Contractor shall provide to the County Purchasing Agent evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter “coverage”, “coverages” or “insurance”) required below. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated below or in the Contract Documents.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of “A-VII”, and as acceptable to the County. The insurance requirements herein shall not operate as a limitation of the Contractor’s liability or as a limitation of the Contractor’s duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage
below are adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including without limitation:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Sexual Abuse and Molestation coverage is included in the amount of $100,000 combined single limit with $300,000 aggregate.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Acord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

f. Cancellation - 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. 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 Term 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.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract’s number and title.

i. Certificate Holder - The Certificate Holder must be identified as:
The County Board of Arlington County, VA
c/o The Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA  22201

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 required herein, 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.

The Contractor shall require all subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors’ documentation of coverage and endorsements specified herein to the County Purchasing Agent immediately upon request by the County and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

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.

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.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) are submitted to and acceptable to the County and the terms additional endorsements required hereunder are met to the satisfaction of the County Purchasing Agent or Risk Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 717-13

B ID F O R M
Page 1 of 6

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M. on JANUARY 16, 2014

FOR PROVIDING TENNIS INSTRUCTION AND PROGRAMMING FOR YOUTH AND ADULTS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

A. INDICATE WHICH PROGRAM YOU INTEND TO OFFER:
   Youth Group Tennis Instruction (7 to 18 year old) □
   Junior group tennis instruction (3 to 6 years old) □
   Adult Group Tennis Instruction □
   Private Tennis Lessons (All ages) □
   Youth Junior Team Tennis Program □
   Adult League □
   Adult Socials □
   Youth Socials (3 to 18 year old) □
   Cardio Tennis for Adults □
   Other __________________________ □

B. MANDATORY REQUIREMENTS
   • Does your company have at least three (3) years of experience working with local government organizations to provide tennis instructional service? Yes □ No □
   • Will all instructors assigned under this contract be qualified to perform the required services? Yes □ No □
   • Will your company be able to provide tennis instruction for approximately two thousand (2,000) students per year? Yes □ No □
   • Will your company be able to provide modified indoor tennis classes in County provided indoor space (e.g., portable nets for use on gym floors) for the winter season? Yes □ No □
   • Will your company have the ability to expand programs/classes when registration numbers increase according to demand in Arlington County? Yes □ No □
C. PROVIDE INFORMATION AS REQUESTED UNDER THE “SUBMISSION REQUIREMENTS” PARAGRAPH PAGES 7 AND 8. BIDS SUBMITTED WITHOUT THE INFORMATION WILL BE REJECTED AS NONRESPONSIVE.

D. COMPLETE THE TABLE BELOW WITH PRICING INFORMATION:

The cost per student per class will remain the same whatever the number of classes given per season. Assume an eight week class period with one class per week.

<table>
<thead>
<tr>
<th>#</th>
<th>PROGRAM</th>
<th>DURATION OF CLASSES IN MINUTES</th>
<th>STUDENT/COACH RATIO</th>
<th>COST PER STUDENT PER CLASS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Youth Group Tennis Instruction (7 to 18 year old)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Junior group tennis instruction (3 to 6 years old)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Adult Group Tennis Instruction</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Private Tennis Lessons (All ages)</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Leagues</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Tennis Socials</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Adult Cardio Tennis</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S NAME: ________________________________
The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the hard copy of the documents available from the Office of the Purchasing Agent.

An electronic copy of the solicitation documents provided at the County Purchasing Agent’s website (http://www.arlingtonva.us/purchasing) is subject to an important disclaimer which must be acknowledged online before the documents can be downloaded.

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County by either of the methods described above, and documents obtained from all other sources.

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

( ) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

( ) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

BIDDER NAME: ________________________________
If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of 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, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

____________________________________________________________________

____________________________________________________________________

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE __________________________________________________________

PRINT NAME AND TITLE __________________________________________________________

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): _______________________________ TITLE: _______________________________

E-MAIL ADDRESS: _______________________________ TEL. NO.: _______________________________
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**THIS FIRM IS A:**
- [ ] CORPORATION, [ ] GENERAL PARTNERSHIP, [ ] LIMITED PARTNERSHIP,
- [ ] UNINCORPORATED ASSOCIATION, [ ] LIMITED LIABILITY COMPANY,
- [ ] SOLE PROPRIETORSHIP

**IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?**

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

**ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED**

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

**BIDDER STATUS:**
- MINORITY OWNED:
- WOMAN OWNED:
- NEITHER:
BID FORM, PAGE 6 OF 6

INVITATION TO BID NO 717-13
Metropolitan Washington Council of Governments (COG) Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS’ COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor’s responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

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BIDDER’S NAME: ___________________________

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ITB No. 717-13