



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett  
County Executive

David E. Dise  
Director

**MONTGOMERY COUNTY, MARYLAND  
OPEN SOLICITATION AMENDMENT #4  
Open Solicitation #8725101002**

September 28, 2012

PAGE 1 of 10 FOR THE PROCUREMENT OF: Recreation Officiating Services

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DESCRIPTION OF AMENDMENT:

Replace Open Solicitation Plan; Page 1, Number 4 with revised Open Solicitation Plan, Page 1, Number 4

Replace Exhibit A; Page 1, Paragraph 2 and Paragraph 3 with Revised Page 1, Paragraphs 2 and 3.

Replace Exhibit A; Page 3, Paragraph 3 with Revised Exhibit A, Page 3, Paragraph 3.

Replace Exhibit B, Page 1, Article 1.A.6 with revised Exhibit B, Page 1, Article 1.A.6.

Replace Exhibit B, Page 2, Article 3.A.4, Article 4 and Article 5 with Revised Exhibit B, Revised Page 2, Article 3.A.4, Article 4, and Article 5.

Replace Exhibit B, Page 3, Article 7.A with revised Exhibit B, Page 3, Article 7.A.

Replace Attachment A; Page 1 with revised Attachment A Page 1.

Replace Attachment A-1; Page A3 with replaced Attachment A-1, Revise Page A3.

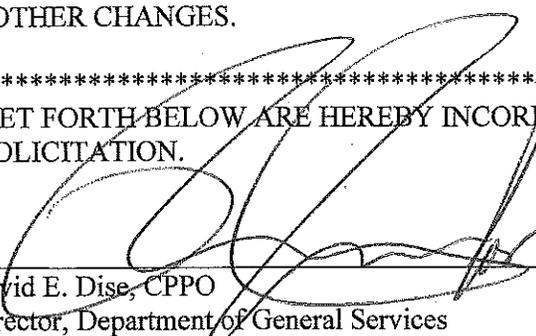
Add Attachment A-6.

THERE ARE NO OTHER CHANGES.

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THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY:

  
David E. Dise, CPPO  
Director, Department of General Services

(Buyer: KMD)

Open Solicitation #8725101002  
Page 1 of 10

Office of Procurement

**OPEN SOLICITATION PLAN  
FOR RECREATION OFFICIATING SERVICES (NON-RFP)**

1. The Department of Recreation will disseminate information about the respective programs and requirements for officiating services in program bulletins and notices. Such notices will be displayed and made available at the Department's central offices, each indoor recreational facility, and mailed to County residents. Notices will also be on the Office of Procurement's Web site and conspicuously displayed within the lobby of the Office of Procurement. Applications can be obtained from the Department of Recreation and from the Department of Recreation's web site.
2. The insurance requirements for this open solicitation are listed in provision 21 (Table A) of the General Conditions of Contract Between County and Contractor. The Division of Risk Management of the Department of Finance, reserves the right to revise the insurance requirements based on services provided.
3. We have established an application process for potential contractors to follow in order to obtain a contract under this open solicitation process (see Exhibit A).
4. The Department of Recreation offers sports officiating for various sport activities including softball, football, volleyball, soccer, futsal and basketball for youth, teens, adults, and individuals with disabilities. All courses must be consistent with the Department's Mission, and the Department of Recreation has the final approval of any course to be offered.
5. The objective qualifications for potential contractors are listed in the application process.
6. The potential contractor must complete the application, and submit any mandatory submissions. Our Department will investigate to determine if the applicant is responsible. If the investigation reveals that an applicant is non-responsible, we will notify the Office of Procurement. At the discretion of the Department, interviews may be held with the potential contractor to assist the Department in the determination of the potential contractor's qualifications and the determination of responsibility. If the potential contractor meets the qualifications and we consider them to be responsible, then we will prepare a contract that the Office of the County Attorney has pre-approved (Exhibit B). If the potential contractor does not meet the qualifications, we will send them a written notification advising them as such.
7. Prior to the preparation of the contract, we will attempt to negotiate the fees and any other costs for a fair and reasonable price for the services to be provided under the contract.

## EXHIBIT A

### APPLICATION PROCESS

To all prospective applicants:

Thank you for your interest in submitting an application for Recreation Officiating Services under Open Solicitation #8725101002 with the Montgomery County Department of Recreation.

The Department of Recreation offers sports officiating for various sport activities including: football, softball, volleyball, soccer, futsal, basketball for youth, teens, adults, and individuals with disabilities. All courses must be consistent with the Department's Mission, and the Department of Recreation has the final approval of any course to be offered.

Applicants may download a copy of the Recreation Officiating Application Information Sheet (Attachment A) and other attachments from the Department of Recreation web page: [www.montgomerycountymd.gov/rec](http://www.montgomerycountymd.gov/rec).

Applicants must submit a completed Recreation Officiating Application Information Sheet (Attachment A). They may also be required to submit a professional resume. This solicitation and each resulting contract is subject to the Wage Requirements Law, and therefore, each applicant must submit the appropriate Wage Requirements forms in Attachment E.

Each applicant is also requested to complete and submit the Minority Business Program & Offeror's Representation form (Attachment B) with its Recreation Officiating Application Information Sheet.

The qualifications for the Recreation Officials are listed on page 4. The Department of Recreation will review your application for completeness and to determine if you/your firm meet these qualifications. At the discretion of the Department of Recreation, interviews may be held with an applicant to assist the Department in the determination of the applicant's qualifications and the determination of responsibility. Those applications which are incomplete will be returned to the applicants. Those applicants that are found not qualified will be notified by the Department of Recreation.

If you/your firm are/is determined to be qualified and are/is considered to be a responsible applicant, you will be sent four copies of the contract for signature.

Prior to the preparation of the contract, the Department of Recreation will negotiate the fees and any other costs for a fair and reasonable price for the services to be provided under the contract.

The County will incorporate the General Conditions of Contract Between County & Contractor (Attachment C) into the contract.

The following documents must be completed and submitted prior to execution of the contract, and will be incorporated into the contract:

- 1) Wage Requirements for Services Addendum to the General Conditions of Contract Between County and Contractor; and its companion documents entitled "Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (Attachment E)
- 2) Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor, and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan **(if applicable)** (Attachment D)

1. NAME AND SIGNATURE REQUIREMENTS FOR APPLICATIONS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on applications received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively.

The signature on the application, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an application or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No application will be accepted unless submitted in ink or typewritten.

After execution of the contract, the Office of Procurement will forward two copies of the contract to the Department of Recreation, who will send a copy to the Contractor. A Notice to Proceed will only be sent to the Contractor from the Department of Recreation when services are scheduled.

It is understood that although a contract is being executed as an indication that the Contractor meets the qualifications established for their service, it is no guarantee that the Contractor will be assigned any services under the contract. Services will be mutually agreed upon based on need and the fees listed in the contract.

Should you have any questions regarding the application process, please contact the Countywide Programs at (240) 777-6870. Thank you for your interest in providing recreation officiating services for the Montgomery County Department of Recreation.

## EXHIBIT B

### CONTRACT # CONTRACT FOR RECREATION OFFICIATING SERVICES

This Contract is between Montgomery County, Maryland (the County) and \_\_\_\_\_ (the "Contractor").

#### Article 1 - SCOPE OF WORK

A. The Contractor must provide the following officiating services: \_\_\_\_\_

1. RULES - The Contractor must 1) assign up to \_\_\_\_\_ official(s) per game, according to league rules published by the County; 2) make all decisions of play during the game impartially; and 3) sign the official scorecards following each game officiated.
2. GAMES - The Contractor must provide officials for scheduled games. All leagues are scheduled for multiple games. The County reserves the right to schedule single games due to make-ups, rescheduling, forfeiture, officials' failure to show up, or for any other reason in the County's discretion. The Contractor must provide officials for all rescheduled games about which the Assignment Commissioner receives oral notice 24 hours before game time.

The County will furnish the Contractor printed schedules including leagues, names of teams, locations of playing sites, dates and hours, at least ten days before the first game on the schedule, and is responsible for notifying the Assignment Commissioner by oral communication of any schedule changes.

3. DATES - League games are generally played on \_\_\_\_\_. Games must begin at \_\_\_\_\_. Officials must arrive at a game site at least 15 minutes before the starting time of the scheduled game to check the safety and condition of the playing facility. Make-up games are generally scheduled on game days, but occasionally games may be made up on other days. Make-up days will be scheduled as needed to complete the playing season. Make-up or playoff dates may extend beyond the initial season conclusion date provided on the schedule.
4. REPORTS - The Contractor must provide written reports of games or responses to complaints, protests, ejections, suspensions or other inquiries, when requested by the County. The Contractor must provide a response within seven working days from receipt of the County's inquiry. The Contractor must notify the County within 24 hours of any game canceled.
5. ASSIGNMENT COMMISSIONER - The Contractor must designate an Assignment Commissioner. The Assignment Commissioner must obtain the league schedules, and the County will provide him/her with notifications of cancellations or rescheduled games. The Assignment Commissioner must assign officials to all scheduled and rescheduled games. The Assignment Commissioner must have an answering service or a message recorder to receive revised schedules and cancellations.
6. CANCELLATION FEES - If the County notifies the Assignment Commissioner of a canceled game less than 3 hours before the scheduled game, the Contractor will be entitled to the cancellation fee specified in Attachment B, if any, but in no event more than a one-game fee for each official assigned to a canceled game location.
7. OTHER - The Contractor must have sufficient officials to cover the number of games scheduled. Leagues require up to \_\_\_\_\_ official(s) per game. Each location may have as many as \_\_\_\_\_ game(s) per day. As many as \_\_\_\_\_ location(s) may be scheduled concurrently on any playing day.

Harassment or abuse of an official by a team, player, or spectator may result in disciplinary action by the County. The official must document the incident. The Contractor, after notice to and approval by the County, may refuse to officiate a subsequent game involving that team, player, or other person.

The Contractor must provide officials who are appropriately attired and equipped for each game.

The Contractor must provide all supplies and equipment, except those supplies and equipment that the County agrees in writing to provide to the Contractor.

It is understood that although this contract is being executed as an indication that the Contractor meets the qualifications established for this service, it is no guarantee that the Contractor will be assigned any games under the contract. The County reserves the right to assign games based upon location, anticipated need of the games, and the per game fee.

## Article 2- INSURANCE

The Contractor must at all times maintain insurance, as specified in Mandatory Insurance Requirements (Attachment F), which are incorporated into and made a part of this Contract. These requirements supersede the insurance requirements contained in Provision 21 of the General Conditions.

## Article 3- COMPENSATION

A. The County will pay fees to the Contractor as specified in Attachment A, subject to the following:

1. The County must pay the Contractor's compensation from the fees collected from the participants of the activity for which the Contractor is engaged. The County's liability to pay this compensation is limited to the amount paid to the County by the participants.
2. The Contractor must submit invoices to the Contract Administrator within 10 days after the end of each month for goods and/or services provided during that month. Invoices must be in a form acceptable to the County.
3. Payments that the Contractor is entitled to receive under this Contract are limited to the funds collected from participant fees.
4. The County will pay the fee specified in Attachment A for a forfeited game, or a game that is terminated early, unless there is no official present, the game was canceled with at least 3 hours notice, or a blanket cancellation (due to weather or other conditions) was duly announced. No fee will be due until a game protest is resolved.

B. Annual Price Adjustment: Prices quoted are firm for a period of one year after execution of the contract. Any requests for price adjustment, after this one year period, is subject to the following:

1. Approval or rejection by the Director, Office of Procurement or designee.
2. Must be submitted in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/service to the County under the contract terms.
3. Must be submitted sixty (60) days prior to the contract anniversary date.
4. May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
5. The County will approve only one price adjustment for each contract year, if a price adjustment is approved.
6. Should be effective sixty (60) days from the date of receipt of the contractor's request.

Must be executed by written contract amendment.

## Article 4- CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is:

Allison Cohen, 4010 Randolph Road, Silver Spring, MD 20902 at (240) 777-6865.

## Article 5-TERM

The term of this Contract begins on \_\_\_\_\_, 201\_\_ and ends on \_\_\_\_\_, 20\_\_\_. This Contract becomes effective when signed by the Director, Department of General Services.

## **Article 6- INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor must defend and indemnify the County from any claim made, or on any suit or proceeding brought, against the County based on infringement of copyright, trade name or trademark or other intellectual property or privacy right of a similar nature. This is in addition to the requirements of the indemnification provision in the General Conditions of Contract Between County and Contractor ("General Conditions of Contract").

## **Article 7- TERMINATION/DAMAGES**

- A. Liquidated Damages: If the Contractor's officials are 1/2 hour or more tardy, or fail to appear for a game, the County may impose against the Contractor liquidated damages in the amount of the per game official charge and the associated facility costs (including tournament and post-season play). The Contractor agrees that the County is damaged by any tardiness or failure of Contractor's officials to appear, and that the amount of damages is difficult to determine. The parties agree that this liquidated damage provision is fair and reasonable, and is intended to compensate the County only for the disruption of the County's program caused by tardy or missing officials, and is not intended to compensate the County for the cost of obtaining substitute performance, or as a penalty.
- B. In addition to the County's right to impose liquidated damages, the County may totally or partially terminate this Contract for one or more games without first providing the contractor with the opportunity to cure the default for any Contractor default, including the failure to provide the required number of officials for a game. In the event of a partial termination for cause under this section, the County may charge the Contractor 1) the administrative cost of reprocurring the officiating service; and 2) the difference between the Contract price for the officiating service and the price of the substitute performance.
- C. These remedies supplement the remedies in the General Conditions of Contract.

## **Article 8- NO SOLICITATION**

While performing services under this Contract, the Contractor and its employees, agents and independent contractors must not solicit participants or participate in any activity that may create the appearance of favoritism for one team or individual.

## **Article 9- GENERAL CONDITIONS**

- A. The attached General Conditions of Contract Between County and Contractor (Attachment C) are incorporated by reference into, and made a part of, this Contract.

## **Article 10 – PRIORITY OF DOCUMENTS**

The following documents are incorporated by reference into and made a part of this Contract and are listed in order of legal precedence below in the event of a conflict in their terms: 1) The terms contained in this Contract document, including: a) the General Conditions of Contract Between County and Contractor; b) Wage Requirements for Services Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form"; c) the Mandatory Insurance Requirements; and, d) Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan, if applicable; and 2) the Recreation Officiating Application Information Sheet.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

**ATTACHMENT A**  
**MONTGOMERY COUNTY DEPARTMENT OF RECREATION**  
**RECREATION OFFICIATING APPLICATION INFORMATION SHEET**

Return to: **MONTGOMERY COUNTY, MD**  
**DEPARTMENT OF RECREATION**  
**Countywide Team**  
**4010 Randolph Road**  
**Silver Spring, MD 20902**

I am interested in officiating the following sports (s):  Basketball  Football  Soccer  Volleyball  Futsal  Softball

Legal Name of Corporation: \_\_\_\_\_

Legal Name of Applicant: \_\_\_\_\_ S.S.#/Fed. I.D. Number: \_\_\_\_\_

Phone: Home (\_\_\_\_) \_\_\_\_\_ Business: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Address (Home): \_\_\_\_\_  
Street City State Zip Code

Address (Business): \_\_\_\_\_  
Street City State Zip Code

Date of Birth: \_\_\_\_\_

A COMPLETE RESUME MAY BE ATTACHED IN LIEU OF COMPLETING THE FOLLOWING INFORMATION ON EDUCATION, SKILLS OR EXPERIENCE.

**EDUCATION LICENSES OR SPECIAL TRAINING: LIST ALL RELEVANT:**

INSTITUTION	CITY & STATE	FROM	TO	MAJOR	DEGREE/LICENSE

**WORK EXPERIENCE:** List all paid positions or experiences which relate to the sport you wish to officiate. Please attach separate sheet if necessary.

POSITION	EMPLOYER	ADDRESS	FROM	TO

ATTACHMENT A-1

**Basketball Officials Fee Schedule**

1. The Contractor must have sufficient officials to cover the number of games scheduled according to league rules published by the County. Leagues require up to **two (2) officials** per game. Each location may have as many as **twelve (12) games per day at as many as sixty (60) locations scheduled concurrently** on any playing day. The fees are per official per game for Adult, High School (9<sup>th</sup> through 12 Grade), 3<sup>rd</sup> through 8<sup>th</sup> Grade, and Rising Star.

<b>Two Officials per game per official fee</b>	\$ _____
<b>One Official All Games</b>	\$ _____
<b>Forfeited Game/Game Terminated Early Fee</b>	\$ _____
<b>Cancellation Fee</b>	\$ _____

2. Elementary grades Kindergarten through 2nd require only **one (1) official** per game. Each location may have as many as **sixteen (16) games per day at as many as twenty (20) locations scheduled concurrently** on any playing day.

<b>One Official per Game</b>	\$ _____
<b>Forfeited Game/Game Terminated Early Fee</b>	\$ _____
<b>Cancellation Fee</b>	\$ _____

**ATTACHMENT A-6**  
Softball Officials Fee Schedule

The Contractor must assign one certified official to cover the number of games scheduled according to league rules published by the County. Unless notified by the County, the games shall be umpired under the ASA, NSA, ISA, or USSSA rules, whichever is appropriate. The Contractor must provide rules interpretation at the scheduled team managers' meeting(s) if requested.

Prices should be based on one umpire officiating two games per night.

1. Regular Co-Rec (24 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Sunday/8		
Monday/24		
Tuesday/32		
Wednesday/32		
Thursday/32		
Friday/16		
Saturday/8		

4. Senior Co-Rec AM (24 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Tuesday/6		
Wednesday/6		
Thursday/6		
Friday/6		

2. Men's 50+, 55+, 60+, Women's 35+ (24 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Monday/8		
Tuesday/16		
Wednesday/8		
Thursday/16		
Friday/8		

5. Senior Men's 60+ AM (24 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Tuesday/6		
Wednesday/6		
Thursday/6		
Friday/6		

3. Men's "C", "C/D", "D" (24 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Sunday/20		
Monday/25		
Tuesday/30		
Wednesday/25		
Thursday/20		
Friday/16		
Saturday/30		

6. Senior Men's 70+ AM (16 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Monday/6		

7. Specialized Leagues (16 Weeks)

Day/ Estimated Number of Games	Unit Price per Game	Number of Games you can Provide Qualified Umpires
Sunday/4		
Monday/4		
Tuesday/4		
Wednesday/4		
Thursday/4		
Friday/4		
Saturday/4		