



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____
Address: _____

Contact Name: _____
Contact Title: _____
E-mail: _____

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

<p>RETURN QUOTATIONS TO:</p> <p>WASHINGTON COUNTY PURCHASING DEPARTMENT Washington County Administration Complex 100 West Washington Street, Third Floor, Room 3200 Hagerstown, Maryland 21740</p> <p>Attention: Carin Bakner – Procurement Specialist II</p> <p>Telephone Number: 240-313-2330</p>	<p>REQUEST FOR QUOTATION THIS IS NOT AN ORDER</p>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">DATE ISSUED</td> <td style="width: 50%; padding: 5px;">DELIVERY WANTED</td> </tr> <tr> <td style="text-align: center; padding: 5px;">2/23/2022</td> <td style="text-align: center; padding: 5px;">See Attachment</td> </tr> </table>	DATE ISSUED	DELIVERY WANTED	2/23/2022	See Attachment
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DESCRIPTION

SUMMER HIGH SCHOOL BASKETBALL LEAGUE OFFICIALS Q-22-711

(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, March 23, 2022, no later than 3:00 P.M., (EDT/EST) and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend. Interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 to receive instructions prior to the teleconference.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Carin Bakner – Procurement Specialist II, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-22-711) SUMMER HIGH SCHOOL BASKETBALL LEAGUE OFFICIALS**" and bearing the vendor's name.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions on the attached Quotation Proposal Form.

We quote you as above - F.O.B. _____ Official Signature _____ Name Printed _____ Telephone Number _____	Acknowledge Addenda # _____ Date _____ # _____ Date _____, # _____ Date _____ Delivery/Service can be performed no later than _____ calendar days from receipt of order. Date _____
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SUMMER HIGH SCHOOL BASKETBALL LEAGUE OFFICIALS

NOTICE TO QUOTERS & INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked “**QUOTATION – (Q-22-711) SUMMER HIGH SCHOOL BASKETBALL LEAGUE OFFICIALS**”. Quotations are to be addressed to Carin Bakner – Procurement Specialist II, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD, 21740. **Please direct all inquiries to Carin Bakner – Procurement Specialist II at 240-313-2330, fax 240-313-2331. Facsimile or Electronic Quotes will not be accepted.**

NOTE: Washington County Government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Quoters shall allow ample time for delivery of their quotation. Delivery of quotation via-courier service or United States Postal Service (USPS) will be accepted. Those who wish to deliver their quotation in-person will need to call 240-313-2330 to receive instructions for submitting their quotation.

2. **PRE-QUOTATION TELECONFERENCE:** A Pre-Quotation Teleconference will be held on **Wednesday, March 2, 2022 at 11:00 A.M., (EDT/EST)** at which time personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting by teleconference shall call 240-313-2330 prior to the teleconference to receive instructions. All interested quoters are requested to take part in the teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.
3. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST), Wednesday, March 23, 2022**. Quotations will be opened at that time mentioned above and read aloud in the presence of County personnel. All interested parties are invited to hear a reading of the quotes. All quoters who wish to hear a reading of the quotations shall call 240-313-2330 to receive instructions prior to the teleconference.
4. **AWARD OF CONTRACT:** Washington County shall award the contract to the responsible, responsive low Quoter based on the total lump sum. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. It is the County’s intent to issue a purchase order (which shall serve as Notice to Proceed) within seven (7) days after submission of quote.
5. **TERM OF CONTRACT:** Purchase Orders issued by the County to the successful vendor shall act as the contracts for the usage by the Washington County Recreation Department. The contract shall be for a one (1) year period, tentatively commencing April 1, 2022, with an option by the County to renew for one (1) additional year; renewals are subject to written notice given by the County at least sixty (60) calendar days in advance of each expiration date. If the Quoter wishes to renew the contract, he/she must submit a letter of intent to the Owner’s Representative (County Purchasing Director) at least ninety (90) calendar days prior to the expiration of the contract. The

County reserves the right to accept or reject any request for renewal and any modification to the monetary terms of the resulting Agreement and to negotiate any other terms or conditions prior to renewal.

6. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
7. **DISCOUNTS:** Quoted prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
8. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
9. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
10. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
11. **INSURANCE:** The successful vendor must show upon request and prior to the execution of a Contract or issuance of Purchase Orders the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy (Attachment No. 1) of Washington County *Insurance Requirements for Independent Contractors* Policy. The service shall be identified on the certificate and the **Board of County Commissioners of Washington County shall be named as an additional insured on the certificate of insurance.** The certificate holder on the certificate shall be named such; The Board of County Commissioners of Washington County, 100 West Washington Street, Hagerstown, Maryland.
12. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Carin Bakner – Procurement Specialist II, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, Fax: 240-313-2331; or send question in MicroSoft Word platform via-email to purchasingquestions@washco-md.net

All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, March 9, 2022 may not be considered. All correspondence in regard to this quotation shall be directed to and issued by the Washington County Purchasing Department. Direct all inquiries to Carin Bakner – Procurement Specialist II.

13. **PAYMENT:** Payment will be made within thirty (30) days after receiving invoices. Invoices shall be submitted in duplicate to Washington County Recreation Department, 11400 Robinwood Drive, Hagerstown, Maryland 21742.
14. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
15. **POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
16. **QUALIFICATIONS:** The Owner may make such investigations as it deems necessary to determine the ability of the Quoter to perform the work, and the Quoters shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any quote if the evidence submitted by or investigation of, such Quoter fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional quotations will not be accepted. A quoter, if requested, shall submit evidence that he/she maintains a permanent place of business, has had appropriate experience, has available or can obtain personnel, equipment and financial resources to undertake and perform the contract properly and expeditiously if the contract is awarded to him/her.
17. **QUOTER'S RESPONSIBILITY:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the

contract period. The website for the Maryland Department of Assessments and Taxation is <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> email address is charterhelp@helpdat.state.md.us, and the phone number for the Maryland Department of Assessments and Taxation are: (410) 767- 1340 or (888) 264-5941.

18. **RESERVATIONS:** The County reserves the right to reject any or all quotations, to waive any technicalities in the quotation, and to take whatever action is in the best interest of Washington County. The County also reserves the right to reject the quotation of a Quoter who has previously failed to perform properly or complete on time contracts of a similar nature, or the Quote of a Quoter who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County.

19. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. The County will provide a sales tax exemption certificate for the items provided under this contract.

SUMMER HIGH SCHOOL BASKETBALL LEAGUE OFFICIALS

SPECIFICATIONS

The request is for referee/official services for a six (6) week summer high school basketball league. The tentative league dates will begin on June 20, 2022 and run through July 29, 2022. We have established program dates of June 20, 2022 through August 12, 2022 to allow for potential instances of make-up due to facility closures and conflicts that may result in cancelled games.

- Typical league game dates will be Monday - Thursday evenings from 4:30 P.M. until 8:30 P.M., (EDT/EST). Friday evening will be reserved for potential make-up games if agreed to by the referee/official staff management. Games will not be played on Monday, July 4, 2022.
- Games will be played on three (3) courts at the Hagerstown Community College ARCC Gymnasium located at 11400 Robinwood Drive Hagerstown, MD. 21742.
- Two (2) referees/officials will be required per court and one (1) additional referee/official will be required for the large main court. The additional one (1) referee/official will also be available in the absence of a referee on another court.
- Based on the expected team registration and tentative game schedule we expect the following:
 - A weekly minimum of forty (40) games per week with a maximum of fifty-five (55) games per week
 - A season minimum of two hundred fifty (250) games with a maximum of three hundred twenty-five (325) games.
 - An estimate of five hundred seventy (570) – seven hundred thirty (730) referee/official hours

The Recreation Supervisor will provide a tentative game schedule **no later than June 10, 2022** and maintain contact with the referee/official manager throughout the program to discuss game schedule changes.

A Washington County Recreation Department Program Director will be onsite through the duration of each program evening and the scheduled games. The Washington County Recreation Department will also provide two (2) Recreation Program Assistants to each court to serve as a scorekeeper and to operate the time clock.

A pre-program meeting will be scheduled between the Recreation Supervisor, Program Directors, and the referee/official manager to discuss league preparations and rule considerations no later than June 10, 2022.

Requirements requested of successful bidder:

- All persons assigned by the successful bidder to officiate shall be at least 21 years of age
- Must carry a state Sports Official certification

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

- 1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory
Employers Liability - \$100,000 (Each Accident)
\$500,000 (Disease - Policy Limit)
\$100,000 (Disease - Each Employee)

- 2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid/quote or proposal, the Bidder/Quoter or Proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder/Quoter or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder/Quoter agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder/Quoter or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor’s Authorized Official _____

Printed Name of Contractor’s Authorized Official _____

Printed Title of Contractor’s Authorized Official _____

Date _____

**Q-22-711
FORM OF PROPOSAL**

SUMMER HIGH SCHOOL BASKETBALL LEAGUE OFFICIALS

DATE: _____

TO:

FROM:

**Board of County Commissioners
of Washington County, Maryland**

c/o Washington County Purchasing Department
100 West Washington Street, Room 3200
Hagerstown, MD 21740

**QUOTATION DUE: Wednesday, March 23, 2022
3:00 P.M., (EDT/EST)**

Ladies/Gentlemen:

Having examined the site and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Quotation Package, Request for Quotation, and Notice to Quoters/Instructions bearing the project title, and dated **February 23, 2022**, including

Addenda (if any):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor and materials called for by the said documents for the entire work, in strict accordance with the specifications, for the stipulated total lump sum of:

Summer High School Basketball League Officials (*tentative dates of June 20, 2022 – August 12, 2022*)

Per Referee/Official hourly rate:

_____ DOLLARS (\$ _____ / hour)
(Written) (Figures)

Total Lump Sum estimating 570 total Referee/Official hours

_____ DOLLARS (\$ _____)
(Written) (Figures)