

ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: JANUARY 28, 2010**

Cobb County will receive Sealed Bids before 12:00 NOON, January 28, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5464  
UMPIRING/OFFICIATING SERVICES  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**No bids will be accepted after the 12:00 noon deadline.**

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: JANUARY 15, 22, 2010



SUBMIT BID/PROPOSAL TO:  
**COBB COUNTY PURCHASING DEPARTMENT**  
**1772 COUNTY SERVICES PARKWAY**  
**MARIETTA, GA 30008-4012**

**BID/PROJECT NUMBER: 10-5464**  
**UMPIRING/OFFICIATING SERVICES**  
**COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**DELIVERY DEADLINE: JANUARY 28, 2010 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: JANUARY 28, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

\_\_\_\_\_  
(PLEASE PRINT/TYPE)      NAME      TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5464; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

Advertise Dates: JANUARY 15, 22, 2010

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

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## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

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### **BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

## **SEALED BID LABEL**

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

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**SEALED BID # 10-5464 DATE: January 28, 2010**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Umpiring/Officiating Services for Cobb  
County Parks, Recreation and Cultural Affairs Department**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**INVITATION TO BID**

**SEALED BID # 10-5464  
UMPIRING/OFFICIATING SERVICES  
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

**BID OPENING DATE: JANUARY 28, 2010**

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID**  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

**N.I.G.P. COMMODITY CODE: 96168**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

**"STATEMENT OF NO BID"  
SEALED BID NUMBER 10-5464  
UMPIRING/OFFICIATING SERVICES**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes \_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INVITATION TO BID  
UMPIRING/OFFICIATING SERVICES FOR  
YEAR 2010, 2011, AND 2012  
COBB COUNTY PARKS, RECREATION & CULTURAL AFFAIRS DEPARTMENT  
SEALED BID #10-5464**

**GENERAL SCOPE OF SERVICE**

The Cobb County Parks, Recreation and Cultural Affairs Department is requesting bids for umpiring/officiating services for its adult athletic programs. **Bids may be submitted for all sports or a specific sport, depending on the organization.** All Contractors wishing to submit bids for this project must submit a qualification statement form.

Bids are due to the Cobb County Purchasing Department by 12:00 Noon, **January 28, 2010**. Late Bids will not be accepted.

Cobb County Purchasing Department  
1772 County Service Parkway  
Marietta, Georgia 30008  
770-528-8400

An original and one (1) copy of the bid must be submitted.

Should you have any questions to this bid, please submit your questions in writing to:

Cobb County Purchasing  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154

E-mail: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Deadline for questions is **Tuesday, January 19, 2010** at 5:00 pm.

Please note that the contract will be for a three-year term (2010-2012) with the option to renew for two (2) additional one (1) year terms. Please note that the proposal must be submitted for all three years to be considered.

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

*This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.*

## **SOFTBALL**

During the past three years the County has had an average of 350 teams in 50 leagues in the spring/summer softball leagues. The fall softball leagues average 270 teams with an average of 35 leagues. The County expects a slight percentage increase in participation over the next three years.

The spring/summer softball leagues are set with eight teams per league, with a 14 game schedule with play-offs at the end of the season. The fall season has 8 teams per league with a 7 game season. This is approximately 3,900 spring/summer and fall games played per year under the direct supervision of Cobb County Parks, Recreation and Cultural Affairs Department. The spring/summer season starts approximately the second week of March and concludes in late July. The fall season starts approximately mid August and concludes late October. Games are played in the spring/summer leagues and fall leagues at 15 separate fields and 7 different locations (Bishop Complex, Lost Mountain Park, Nickajack Park, Sweetwater Park, Terrell Mill Park, Bells Ferry Park, and Kennworth Park). Play is 5 days a week at most locations with league and tournament play on the weekends at the Bishop Complex. The times for league play are 6:30pm, 7:30pm, 8:30pm, and 9:30pm. Tournament schedule times will vary depending on the number of teams entered. Two qualified umpires are required for all league games. Tournament play may vary umpire numbers according to bracket number.

League classifications include: Men's Modified, Women's Open Slow Pitch (Recreational & Competitive), Men's Open (Major, Competitive & Recreational), Men's Church (Major, Competitive & Recreational), Coed (Major, Competitive & Recreational). The County softball programs have affiliations with ASA, USSSA, ISA, and GRPA.

The county will continue to utilize ASA certified umpires for league play as agreed upon by both parties. The tournament program will need to have adequate numbers of USSSA and ISA certified umpires to call weekend tournaments depending on the specific association sanctioning.

Tournament programs begin in March and run through October. The selected umpire association will need to have certified umpires in USSSA, ASA, and ISA in both fast pitch and slow pitch. Tournaments take place every weekend and play will be primarily on Saturdays and Sundays. There may be occasional Friday and weeknight games during the Youth Frank Breedon Classic in May. The majority of tournaments will be played at the Bishop Complex, but on some occasions at Lost Mountain Park. During the 2007-2009 seasons, approximately 2,000 tournament games were played each year. In 2009 approximately 70 separate classification tournaments were held on 27 weekends. Most weekend tournament play has multiple divisions and includes occasional multiple umpiring associations at the same time. The County is unable to notify the associations' booking agents of staffing requirements until the Thursday prior to the tournament. The County prefers that the umpires do not call large multiples of games at one time because of fatigue.

## **FLAG FOOTBALL**

The flag football program continues to be at or near capacity each season. Fifty- four teams registered in 2009. Three seasons of play are offered each year: A winter league that starts in mid January; A spring league that starts in early April; A fall league that starts in mid September. During the 2007-2009 seasons the leagues averaged 400 games and these numbers should remain stable for 2010. One field at Fair Oaks Park is used for the spring and winter leagues and one field at Nickajack Park for the fall program. The County hosted the GRPA (Georgia Recreation & Park Association) District 5 Tournament in 2009 and will be bidding to host it annually during the 2010-2012 seasons. This tournament is held in November with up to 20 teams participating in 20-30 games, over 1-2 days.

The County will continue to use NIRSA (National Intramural-Recreational Sports Association) rules and would like to have NIRSA certified umpires for league play unless otherwise agreed upon by both parties.

## **BASKETBALL**

There are two seasons for adult basketball. Play is at Fullers, Ward, and Ron Anderson Recreation Centers for summer and winter leagues. The summer program starts in early June and ends late July and the winter season begins in early November and ends mid February. Approximately 24 teams participate in the summer program and 30 teams in the winter program.

The County will continue to use NFHS (National Federation of State High School Associations) rules and would like to have NFHS certified referees for all league play unless otherwise agreed upon by both parties.

## **KICKBALL**

There are two seasons for adult kickball. The spring/summer program begins in mid March and ends in mid July and the fall program begins in early August and ends in early October. Both seasons are played at Kennworth Park on the softball field. At least 6 teams participate in each season.

The County has created a mixture of WAKA (World Adult Kickball Association) Rules and CCPRCAD coed softball rules for play.

- ❖ For all sports, our pay schedule is on a monthly invoice system that is approved and processed through our county finance system.
- ❖ At the present time there would be a consistent interaction between your organization and eight staff members that will coordinate the softball leagues and up to three staff members that will coordinate the basketball, flag football and kickball leagues.
- ❖ The 2009 Al Bishop Complex tournament schedule and the 2009 by-laws for each sport are attached.

## **SPECIAL TERMS AND CONDITIONS**

1. Cobb County Parks shall use the Association's officials for all league games and tournament games under the direct administration of the Department: excluding outside sponsored/controlled tournament games which furnish officials.
2. The Association shall furnish officials to officiate games for the Cobb County Parks Department that are properly trained, uniformed and registered ASA, USSSA, ISA, etc., as applicable to the games that are to be umpired by the Association.(League softball games will maintain ASA certification).
3. Cobb County Parks shall have the right to disqualify officials from assignment to its games at any time with just cause for the disqualification. There would be written protocol for disqualification and verbal communication between Department and Association.
4. Cobb County Parks and the Association reserve the right to approve the officials for specific softball tournaments at the Al Bishop Complex and Lost Mountain Park that are to be umpired by the Association.
5. Cobb County Parks shall give the Association a twenty hour notice when a game is canceled; in the event that said notice is not given, the Cobb County Parks Department shall be liable to pay the full official's fee for the particular assignment. Exception: rain-out games; rain-out decisions may not be made until just prior to game time, in this case the Cobb County Parks Department will not be liable for officials' pay. However, if the teams are notified, and officials are not, the Cobb County Parks Department shall pay the full officials' fee for the particular assignment. If the 9:30pm game is canceled by mid-afternoon then the Cobb County Parks Department is not responsible to pay. If the middle games are cancelled and there are no replacement games, then the Cobb County Parks Department is liable for officials pay.
6. The Association shall guarantee that game officials arrive at the game locations at least 10 minutes prior to the scheduled game time.
7. Cobb County Parks shall be responsible for supplying a scorekeeper/supervisor. The scorekeeper/supervisor will be responsible for getting teams ready to play on time. When the scorekeeper/supervisor and umpires agree that a team does not meet the minimum requirements to start play at game time, the game will be forfeited by the scorekeeper/supervisor. The scorekeeper/supervisor shall have the official time and the line-ups and the umpires shall verify the number of players.
8. The Association shall be consulted if a protest is to be heard because of an umpire's/officials misinterpretation of the rules and the game may have to be continued from the point of the protest.
9. All league and tournament games shall be played and officiated by ASA, USSSA, ISA, NFHS, etc., rules as applicable, except any special rules that are applied by the Cobb County Parks Department. The Cobb County Parks Department shall provide a

10. The Association shall prepare monthly statements for services performed for the Cobb County Parks Department. The Cobb County Parks Department shall make payments to the Association in a timely manner, after a review of the statement.
11. A Grace period of ten minutes will apply to the 6:30pm games only. At no time will the grace period be used to delay a game that is not the scheduled first game of the night. Example: If a player is playing on a church team on field # 1 at 6:30pm and his open team is playing on field #3 at 7:30pm. The 7:30pm game will not be delayed in order for that player finish his 6:30pm game.
12. The official time will be kept by the scorekeeper/supervisor for all league games. The game time shall start as soon as both umpires and the home team take the field. The umpires shall not wear or bring cell phones, watches or timing devices on the field.

# **Cobb County General Instructions For Bidders, Terms and Conditions**

## **I. Preparation Of Bids**

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov) and every Friday in the Marietta Daily Journal.

## **II. Delivery**

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

## **III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov). Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

## **IV. Submission of Bids**

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time

stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

## **V. Withdraw Bid Due To Errors**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was 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 arithmetic 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. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

#### **VI. Testing and Inspection**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

#### **VII. F.O.B. Point**

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. Patent Indemnity**

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

#### **IX. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

#### **X. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### **XI. County Furnished Property**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

## **XII. Rejection of Bids**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

## **XIII. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety. The County reserves the right to make alterations to Sample Contracts.

## **XIV. Non-Collusion**

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **XV. Conflict of Interest, Etc.**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

## **XVI. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

## **XVII. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XVIII. Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

## **XIX. Ineligible Bidders**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

## **XX. Alterations of Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

## **XXI. Termination for Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

## **XXII. Inter-governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder

Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

### **XXIII. Indemnification and Hold Harmless**

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

### **XXIV. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

**XXVI. Evidence of Compliance with Georgia Security & Immigration Compliance Act**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

\_\_\_\_\_  
Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

**THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE**

*SEE AFFIDAVITS ON FOLLOWING PAGES*

**EXHIBIT A  
CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: \_\_\_\_\_  
Authorized Officer or Agent  
[Contractor Name]

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

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**EXHIBIT A-1  
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: \_\_\_\_\_  
[Contractor Name]

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_

*\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

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**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION  
FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Mr. Rick Brun, Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

**This information is acquired for informational purposes only and will  
have no bearing on the award unless otherwise stated**

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

**\*\*\* Instructions \*\*\***

1. Contractor/Vendor is furnished the one-page *DBE Participation Report* form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

**EXHIBIT C**  
**Cobb County Government Disadvantaged**  
**Business Enterprise Participation Report**

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: \_\_\_\_\_ Period Invoiced: \_\_\_\_\_

**Name of Prime Contractor/Vendor**

**From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

Full Contracted Amount: \$\_\_\_\_\_ Payment amount requested at this time: \$\_\_\_\_\_

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_

Printed Name

Title or position: \_\_\_\_\_

**County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report**

**CONTRACTORS QUALIFICATION FORM**  
**UMPIRING/OFFICIATING SERVICES FOR**  
**YEAR 2010, 2011, AND 2012**  
**COBB COUNTY PARKS, RECREATION & CULTURAL AFFAIRS DEPARTMENT**  
**SEALED BID #10-5464**

**1. ASSOCIATION INFORMATION**

Assoc. Name: \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_ Work Fax \_\_\_\_\_

**2. PRIMARY CONTACT PERSON**

Name: \_\_\_\_\_ Position \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_ Work Fax \_\_\_\_\_

Cell #: \_\_\_\_\_ Pager # \_\_\_\_\_

**3. Is there a Board of Directors?** YES \_\_\_ NO \_\_\_ (If no, skip to 4)

**List all Board Members** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**4. TOTAL NUMBER OF ROSTERED EMPLOYEES:** \_\_\_\_\_

**5. YEARS ESTABLISHED:** From \_\_\_\_\_ To \_\_\_\_\_

**6. CAN YOU PROVIDE AND ACCEPT BILLING ON A MONTHLY BASIS?**  
YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please specify billing needs: \_\_\_\_\_

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7. **ABILITY TO PERFORM SERVICE** (Briefly tell us how you will provide quality service)

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8. **Is the booking agent available to be contacted between the hours of 3pm and 10pm during league nights as well as during tournament weekends?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please specify hours available \_\_\_\_\_

9. **PROFESSIONAL UMPIRE AFFILIATIONS:** (Please check all that apply)

ASA \_\_\_\_\_ USSSA \_\_\_\_\_ ISA \_\_\_\_\_ GRPA \_\_\_\_\_ GHSA \_\_\_\_\_

NSA \_\_\_\_\_ NIRSA \_\_\_\_\_ NCAA \_\_\_\_\_ NAIA \_\_\_\_\_

10. **IS ORGANIZATION ON NON-PROFIT STATUS?** YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state tax id number \_\_\_\_\_

If no, business license number \_\_\_\_\_

11. **PLEASE PROVIDE A COPY OF YOUR ASSOCIATION BY-LAWS**

12. **BRIEF HISTORY OF ASSOCIATION:** \_\_\_\_\_

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13. **GENERAL SUMMATION OF ASSOCIATION**

(Accomplishments, awards, experience, training opportunities, required certifications, tournament experience, etc.) \_\_\_\_\_

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**14. CLIENT REFERENCE: (Please list 5 references)**

**A. Name:** \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_

**B. Name:** \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_

**C. Name:** \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_

**D. Name:** \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_

**E. Name:** \_\_\_\_\_

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

\_\_\_\_\_  
City State & Zip Email address

Work Phone \_\_\_\_\_

# BID FORM

## UMPIRING/OFFICIATING SERVICES FOR YEAR 2010, 2011, AND 2012 COBB COUNTY PARKS, RECREATION & CULTURAL AFFAIRS DEPARTMENT SEALED BID #10-5464

### GAME FEES PER OFFICIAL, PER GAME AS FOLLOWS:

	<u>2010</u>	<u>2011</u>	<u>2012</u>
A. League Slow Pitch Softball	\$ _____	\$ _____	\$ _____
B. League Fast Pitch Softball	\$ _____	\$ _____	\$ _____
C. Weekend League Slow Pitch Softball	\$ _____	\$ _____	\$ _____
D. Tournament Slow Pitch (Class C, D & E)	\$ _____	\$ _____	\$ _____
E. Tournament Fast Pitch Adult	\$ _____	\$ _____	\$ _____
F. Tournament Fast Pitch Youth	\$ _____	\$ _____	\$ _____
G. Tournament Slow Pitch Youth	\$ _____	\$ _____	\$ _____
H. Tournament Slow Pitch (Class A & B)	\$ _____	\$ _____	\$ _____
I. Adult Basketball	\$ _____	\$ _____	\$ _____
J. Adult Flag Football	\$ _____	\$ _____	\$ _____
K. Adult Kickball	\$ _____	\$ _____	\$ _____

Name of Association: \_\_\_\_\_

Association representative: \_\_\_\_\_

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

City \_\_\_\_\_ State & Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

## ATTACHMENT "A"

### 2009 AL BISHOP TOURNAMENT SCHEDULE

- Mar. 7 EARLY BIRD CLASSIC  
USSSA Men's Open Slow-Pitch  
Classes C3-C2, D1
- Mar. 14-15 HALL OF FAME TOURNAMENT  
USSSA Men's Open Slow-Pitch  
Classes C3-C2, D1-DRec
- Mar. 21 MARCH MADNESS TOURNAMENT  
ISA Men's Open Slow-Pitch  
Classes Upper D, Lower D
- Mar. 28 KENNESAW MOUNTAIN TOURNAMENT  
USSSA Men's Open Slow-Pitch  
Classes D1-DRec, E
- Apr. 4 SOUTHERN STAR CLASSIC  
ISA Men's Open Slow-Pitch  
Classes Upper D, Lower D
- Apr. 11 APRIL SHOWDOWN  
USSSA Men's Open Slow-Pitch  
Classes C3-C2, D1
- Apr. 17-19 DOUBLE PLAY CLASSIC  
ASA Youth Fast-Pitch  
18-A, 16-A National Qualifiers
- Apr. 25 PEACH STATE SHOWDOWN  
USSSA Men's Open Slow-Pitch  
Classes C3-C2, E
- May 2 BIG CHICKEN CLASSIC  
ISA Men's Open Slow-Pitch  
Classes Lower D, E
- May 8-10 SPRING CLASSIC  
ASA Youth Fast-Pitch  
14-A, 12-A Hall of Fame Qualifiers

May 15-17	MAY CLASSIC ASA Youth Fast-Pitch 18-A, 14-A National Qualifiers 10-A Invitational
May 23-24	PEACH STATE SHOOTOUT USSSA Men's Open Slow-Pitch Conference Tourney – All Classes
May 29-30	COCA-COLA SOFTBALL CLASSIC USSSA Men's Open Slow-Pitch Classes C3-C2, D1-DRec, E
June 6	COBB CLASSIC ISA Men's Open Slow-Pitch Classes Lower D, E
June 12-14	SUMMERTIME SHOWDOWN ASA Youth Fast-Pitch 18-GOLD Sector Tourney
June 19-21	ATLANTA CLASSIC ASA Youth Fast-Pitch All Classes – Invitational
June 26-28	PEACH STATE CLASSIC SPA Men's Open Senior Slow-Pitch 50-over, 55-over, 60-over, 65-over, 70-over
July 4	NO TOURNAMENT SCHEDULED
July 10-12	STATE TOURNAMENT ASA Youth Fast-Pitch 18-A, 16-A, 14-B, 12-B, 10-B
July 17-19	HOTLANTA FAST-PITCH SHOWCASE ASA Youth Fast-Pitch 18-GOLD, 16-A
July 25	NO TOURNAMENT SCHEDULED
July 27- Aug. 2	NATIONAL CHAMPIONSHIP ASA Youth Fast-Pitch 14-A
Aug. 8-9	SUPER 8 FINALS USSSA Men's Open Slow-Pitch Classes C3-C2, D1, DRec, E

- Aug. 15      STATE TOURNAMENT  
                  USSSA Men's Open Slow-Pitch  
                  Class C3
- NORTH GEORGIA STATE SERIES  
                  USSSA Men's Open Slow-Pitch  
                  Classes C2, E
- Aug. 22-23    STATE TOURNAMENT  
                  USSSA Men's Open Slow-Pitch  
                  Classes C2, E
- Aug. 29-30    NATIONAL TOURNAMENT  
                  USSSA Men's Open Slow-Pitch  
                  Classes C, D
- Sept. 12      COCA-COLA SOFTBALL CLASSIC  
                  Special Populations Slow-Pitch
- Oct. 25      JAPANESE CHAMBER OF COMMERCE  
                  Coed Slow-Pitch

# ATTACHMENT "B"

## **COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS**

### **2009 Spring/Summer Kickball League Rules and Regulations**

#### **I. GAMES**

- A. A combination of ASA coed softball and WAKA (World Adult Kickball Assoc.) rules shall be strictly adhered to unless contrary to the following rules and regulations.
- B. The official ball for the kickball league will be the Voit 10" playground ball. The Recreation Department will provide the balls for each game.
- C. **Game time is forfeit time.** If a team has 8 players at game time, it must begin the game. If a team has less than 8 players at game time, it must begin the game as soon as the 8th player arrives. After the grace period, a team failing to place 8 players **on the field** will forfeit the contest. If neither team meets the minimum players requirement, both will be credited with a loss. There will be up to four games per night at **6:45, 7:30, 8:15** and **9:00** p.m. on each field. A team may drop to as few as 8 players and continue the game.
- D. Regulation games last **seven (7)** innings or 1 hour, whichever comes first. In the event of a tie, after 7 innings, the **international tie breaker** will be used. The last out in the previous inning will go to second to start each tied inning until a winner is determined. The scorekeeper or supervisor shall record the starting time of each game on the score sheet. Time will begin immediately after both managers meet with the umpires at home plate prior to the game. The time limit can end the game prior to the 5th inning.
- E. In the case of rain, **5** full innings will constitute an official game or **4 1/2** innings if the home team has the lead. In the case of rain with a game tied after 4 innings, the game will be resumed from the point when it was suspended. If the required number of innings has not been played, the game will be replayed from the start. Games delayed by rain for at least 30 minutes will be rescheduled if necessary based on the above criteria.
- F. In the case of light failure, equipment failure or serious injury causing a delay of at least 30 minutes, the game will be suspended and resumed at a later date from the point when it was interrupted. This will prevent succeeding games from running unreasonably late.
- G. Mercy Rule – the game will be stopped if a team is ahead by the following:
  - a. 15 runs after 4 innings
  - b. 10 runs after 5
- H. **DESIGNATED RUNNER/COURTESY RUNNER** – Prior to each game, a team will be allowed to designate one non-starter as a designated runner/courtesy runner. The player must be designated before the game to the scorekeeper and the home plate umpire. The runner can only be used once per half inning and cannot be in the batting order as either a position player or a designated hitter. The designated runner/courtesy runner can be used as a regular substitute during the game; however, the team will lose its designated runner/courtesy runner for the remainder of the game. **NOTE: In coed play, both a male and a female designated runner/courtesy runner may be used once per half inning. Males must be designated for male players and females**

**must be designated for female players.**

- I. All players should wear similarly colored shirts. Uniforms should be numbered on the shirt or pants (this rule may not be used to protest the outcome of a game). The umpires do not enforce this rule. A 2-week grace period will be in effect from opening day of the season. After that time, league coordinators may take action against teams that are non-compliant with the uniform rule.
- J. Umpires shall assure that only the players, scorer and/or manager sit on the team bench. It is the duty of the umpires and each manager to keep unauthorized persons off the playing field and the bench.
- K. If an argument continues for more than 1 minute, the umpire shall call "play ball." If the offending team refuses to play within 1 minute, the game may be forfeited to its opponent. Only the manager is authorized to address an umpire concerning a rule interpretation.
- L. Regulation cleats with rubber spikes, rubber-soled soccer shoes or tennis shoes are permissible footwear. No metal cleats, track shoes, golf shoes, work boots or football shoes may be worn. Players may not play barefoot. As for jewelry, players are allowed to wear only medical alert bracelets taped to the body, smooth wedding bands, post-type earrings and necklaces that are not visible.
- M. Teams can bat as many players as are in attendance at game time, with any 10 playing on defense at any one time. If additional players show up after the game has started, they **can be added to the bottom of the line-up**. If a team chooses to bat all its players, then an out will be charged if a player is injured or chooses to leave the game for another reason and no substitute is available. If a team chooses not to bat all its players, then the extra hitter rule will be in effect. Teams can have 11 hitters and can play any 10 of them on defense at any time. When making substitutes, the batting order must always remain the same.
- N. Lineups should be submitted to the scorekeeper 10 minutes prior to scheduled game time. A proper lineup consists of first and last names, and numbers. The supervisor on duty, not the umpires, is responsible for enforcing this rule. The supervisor can forfeit a game if a team deliberately withholds its lineup. The game clock will begin at the appropriate time whether a lineup has been submitted or not. If a team starts a game with 9 or more players and falls below that number at any time, it will be credited with an "out" each time a vacant slot comes to bat. A team that falls below 8 players will forfeit the game. **Any player listed on the line-up that is not available to bat for their turn in the line-up will be credited with an out.** If a team starts with less than 10 players, late-arriving players must be added at the end of the lineup.
- O. An appeal play can be made during any dead ball by any player on the field. All appeals can be made by addressing the umpire and explaining the appeal. All appeals must be made before the next live ball.
- P. To prevent injury and protect the defensive player who attempts to make a play on a base runner, the base runner will be called "out" if he remains on his feet and, in the umpire's judgment, crashes with great force into the defensive player who is holding the ball and waiting to apply a tag. If the act is judged to be flagrant, the offender will be ejected. A runner may slide into a defensive player. Contact between a base runner and a defensive player does not necessarily result in the base runner being called "out."
- Q. Players are prohibited or coaches who are bleeding from further participation until the bleeding has been stopped. All teams are required to maintain a first-aid kit that contains supplies to stop, contain or cover bleeding. The umpires' judgment will be final as to whether further

participation will be allowed.

R. 3 balls will result in a walk and 2 strikes will result in a strikeout. A foul on the 2nd strike is not an out.

- a.) A **strike** is a pitch within the strike zone either not kicked, or else missed by the kicker.
- b.) A **foul** is: 1) a kick landing out of bounds; 2) a kick landing in bounds but traveling out of bounds on its own before reaching first or third; 3) a kick attempt in front of home plate. (You must kick the ball on or behind home plate.) Three fouls constitutes an out.
- c.) A **ball** is: 1) a pitch outside the strike zone, 2) an illegal bouncy (see Rule II Q, a), 3) any fielder or pitcher advancing on home plate before it is kicked (see Rule II Q, c), 4) any catcher crossing home plate before the kicker or failing to field behind the kicker.

S. **Pitching/Catching**

- a) No bouncies. A pitch that is higher than one (1) foot at the plate, and called such, results in a ball.
- b) The pitcher must stay behind the pitching mound until the ball is kicked. Failure to do so results in a ball.
- c) No player may field in front of the pitcher other than the catcher, and no player may advance forward the 1<sup>st</sup>-3<sup>rd</sup> base diagonal until the ball is kicked. Failure to abide by this rule results in a ball.

T. **Kicking**

- a) All kicks must be made by foot.
- b) All kicks must occur at or behind home plate. A kick made in front of home plate is called a foul. The kicker may step on home plate to kick, however no part of the planted foot maybe in front of or cross the front edge of the home plate.
- c) Bunting is allowed.

U. **Running**

- a) Neither leading off base nor stealing a base is allowed. A runner off the base when the ball is kicked is called out.
- b) Hitting a base runner is allowed **only** with an underhand or two-handed pass. Hitting a runner with the ball above shoulder level is **not** allowed. Any runner that is hit above the shoulders is safe and advances one (1) base. If a fielder intentionally hits a runner with an overhand throw he/she will automatically be ejected from that game. Unintentional contact with the runner will not result in an ejection (i.e.: an errant overhand throw to a base or fielder).
- c) If in the umpire's judgment, a runner intentionally uses the head to block the ball, the runner will be called out.
- d) Ghost men are not allowed

V. **Ball in Play**

- a) Once the pitcher has the ball in control and on the mound, the play ends.

W. **Playing Field**

- a) The distance between bases will be 60 feet. The pitching distance will be 42 feet.
- b) The strike zone extends to 1 foot on either side of home plate and 1 foot high.

X. **Exhibition games which are tied after 7 innings or game time has expired will be official.**

II. **SPECIAL COED RULES**

- A. To play the game, a team must have a minimum of 4 women and 4 men on defense at all times. At no time can more men than women play on defense. If a woman is forced to leave the game, for any reason, an automatic out will be scored each time her position in the batting order comes to bat. All male players will continue to bat.
- B. When a team is playing defense, there must be a man/woman combination in the pitching and catching positions at all times, regardless of the number of players (men or women). Two women must play infield positions, and two women must play in the outfield. If a team plays with eight players, a woman must pitch or catch. It must have at least one woman at an infield position and one woman in the outfield.
- C. Men and women must alternate in the batting order, unless more women than men are playing. In that case, women may bat back-to-back. In no case can men bat back-to-back. **Men are not considered to have batted back-to-back when an automatic out is taken between their at-bats.**
- D. If a male batter is walked, he is automatically awarded second base. The next female batter must kick unless there are two (2) outs. With two outs, she has the option either to accept a walk or bat.
- E. If a team starts with less than 10 players, late arrivals must be added according to Rule III-C.

III. **ELIGIBILITY**

- A. **All players must be 18 years old to be eligible.**
- B. When eligibility is in doubt, the burden of proof rests with the team whose player is in question.
  - 1. A case of a player participating under an assumed name **MUST** be handled on the spot. The opposing manager must bring this to the attention of the supervisor on duty before the last out of the game. The player under question must produce a picture I.D. or his team will forfeit the game and the player will be suspended for the remainder of the season.

**EXCEPTION: The supervisor on duty may accept a non-photo I.D. if, in his/her judgment, extenuating circumstances exist.**

- 2. In other cases where eligibility is in doubt (EXAMPLE: A player not on a team's roster or on two teams in the same division), the protest must be submitted in writing to the League Coordinator by 5 p.m. the next working day. The report must be accompanied by

a \$25 protest fee (CHECK OR MONEY ORDER ONLY). If not reported by the deadline, the game will be considered official and cannot be contested.

Recreation Department staff will decide all cases of player eligibility. Teams found to have played an ineligible player(s) will forfeit the game, and the ineligible player will be suspended for the remainder of the season (**from ALL Cobb Recreation Department leagues**).

- C. Players may participate on one (1) kickball team only. If a player's eligibility is protested and he is found to be on more than one roster, the protested game will be forfeited. The player in question must then declare which roster he will officially remain on for the remainder of the season.

#### IV. PLAYING ROSTER

- A. Team rosters must be submitted to the League Coordinator before the start of the season. A team that fails to submit a roster automatically will have its games forfeited if an opponent protests the eligibility of its players.
- B. A team will not be allowed to carry more than 25 players on its roster at one time.
- C. For a player to change teams the manager of the player's original team must report to the League Coordinator and verbally release the player or the player may request from the League Coordinator his release. If a player requests a release to play for another team, he must be added to the roster of his new team. Teams will not be allowed to add an illegal/ineligible player to their roster.
- D. Any roster additions must be made **prior to game time of each teams' second (2<sup>nd</sup>) game of the second half**. The player/s must be present to be added to the team's roster at the field prior to game time. After the above deadline, no additions will be allowed without written permission from all managers in the league (a maximum of 4 players can be added). At no time will players be added after a game begins.
- E. Under no circumstances will players released from a team in any league be allowed to play with the same team again that season. **NOTE:** A player may change teams only once during the season.

#### V. PROTESTS

- A. A manager can protest an umpire's interpretation of the rules, provided the protest is made prior to the next official pitch. The protesting manager must make the supervisor/scorekeeper and umpire aware of the protest. The protesting manager must file a written report with the League Coordinator by 5 p.m. the next business day, along with the \$50 protest fee. (CHECK OR MONEY ORDER ONLY)
- B. Upon receiving the written protest and protest fee, the League Coordinator will determine the validity of the protest. If, in his judgment, the protest is valid due to a misinterpretation of the rules, he will call a meeting of the staff protest committee and address the protest. If the protest is upheld, the protest fee will be refunded.

## VI. PLAYER CONDUCT

- A. Abusive profanity directed toward county representatives, players, umpires or spectators will not be allowed by players who are either on the bench or on the field. Offenders are subject to ejection from the playing area and the league.
- B. No smoking is allowed on the field or in the dugout.
- C. If a player or coach touches an umpire or county representative in anger, or threatens to do bodily harm, before, during or after a game, he will be barred from the league indefinitely. The length of the suspension will be determined by Cobb Recreation Department staff (**MINIMUM SUSPENSION IS FOR 1 CALENDAR YEAR IN ALL CCPRCAD ADULT ATHLETIC PROGRAMS**).
- D. Any player or coach ejected from a game may not play or coach at a minimum in his team's next 2 league games. A suspension must be served in the league in which it occurred. A player ejected for the second time during a season will be suspended for the remainder of that season. If a player or coach participates in a game while ineligible due to suspension, the game shall be declared a forfeit and the player or coach will be suspended for the remainder of the season. **NOTE: Scorekeepers are not required to notify said player prior to the start of the game concerning ejections. Failure to do so shall not affect a player's ejection for the season.**
- E. Fighting among players, coaches and spectators, or other conduct judged inappropriate by Recreation Department staff may result in ejection of the individuals or teams involved. If suspension is warranted, Recreation Department staff will determine the length of the suspension. (**MINIMUM SUSPENSION IS 2 ADDITIONAL GAMES**)

## VII. THE SEASON

- A. The season will feature a complete double round-robin schedule. The season will be divided into 2 halves. (Partially filled leagues will play schedules to be determined by the League Coordinator) At the end of the season, the first-half winner will play the second-half winner for the league championship (single-game playoff). The winning team will receive the championship trophy and t-shirts, and the losing team will receive the runner-up trophy. If a team wins both halves, there will be no playoff. That team will receive the championship trophy, and the team with the second-best overall record will win the runner-up trophy.

**NOTE: A team entering the league in the second half will not be eligible for second-best overall record consideration. Rule VIII-A may not apply to partially filled leagues.**

- B. If a team forfeits two games during the season, the Cobb Recreation Department reserves the right to drop that team from the league with no entry fee refund.
- C. **AFTER THE SCHEDULE IS COMPLETE, THERE WILL BE NO CHANGES. IT IS THE RESPONSIBILITY OF EACH MANAGER OR REPRESENTATIVE TO ATTEND THE MANAGERS' MEETING.**

**NOTE: Teams or players playing in more than 1 league/sport must register for nights that don't conflict. Conflict requests of this type will not be accommodated.**

- D. Rain-out games and playoff games will be scheduled based on available days (including Saturdays), not according to the specific days of the week on which participating teams may have played. All playoff games will be scheduled as soon as possible after the regular season ends.
- E. If a team cannot field enough players by game time to begin, the umpires must get the approval of the park supervisor or complex supervisor to forfeit the game.

### **VIII. PARK RULES**

- A. Drinking of alcoholic beverages will not be tolerated. A player determined to be under the influence of intoxicants will be immediately removed from the playing area and suspended from the Cobb Recreation Department softball program for 1 year. Cobb County law prohibits possession of alcohol in the county parks system, including parking lots.
- B. Unattended or unleashed dogs are not allowed in the parks. Dogs are not allowed on athletic fields.

### **IX. RAINOUT PROCEDURE**

The rainout procedure states that no games will be officially rained out until 3 p.m. It is the responsibility of each manager to call the appropriate rainout number after 3 p.m. The recording will tell you if it's a rain out and a make up date. If no decision has been made by 4:30 p.m., the field supervisor will make the decision at 6 p.m. at the field. (No staff members are at the fields between 4:30 and 6 p.m.)

#### **RAINOUT NUMBER**

**Kennworth Park**

**(770) 528-8854**

### **X. TIE-BREAKER**

The following procedures will be used to determine the first-place finisher at the end of each half or to break ties for other places.

**TWO-WAY TIE:** If two teams are tied with identical records, the winner is the team that won the game when the two teams played in that half. If the teams split their games for that half, the team with the highest average run differential for that half will be declared the winner. If the teams remain tied after determining run differential, the team allowing the fewest runs will be declared the winner.

**THREE-WAY OR MORE TIE:** If three teams or more are tied, the winner will be determined by the most positive run differential average per game for that half, unless one team has defeated all the others during the half.

<b>EXAMPLE</b>	Team "A" wins:	18	17	9	23	14	
		12	11	3	18	13	
		<u>+6</u>	<u>+6</u>	<u>+6</u>	<u>+5</u>	<u>+1</u>	=+24
	Team "A" losses:	2					
		9					
		<u>-7</u>					
					Win Total	+24	
					Loss Total	<u>-7</u>	
					Total Run Differential	+17	
					+2.833 Average Runs Per Game		

If two of the teams still have the same average runs per game differential for that half, the winner will be the team that won the game played between the two teams during that half. If the teams split their games during that half, the team that gave up the fewest runs will win.

If the same team wins both halves of league play, the team with the next-best overall record will be awarded second place. A team moving from a lower classification at the half will not be eligible for the best overall record in the higher classification.

Forfeit games will be added into the run differential calculation as a 7-0 score, except when a disadvantage would occur to a winning team or an advantage would occur to a losing team.

ATTACHMENT "C"  
**COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS**  
**MEN'S & WOMEN'S OPEN, CHURCH AND COED LEAGUES**

**2009 Fall League**  
**Rules and Regulations**

**I. GAMES**

- A. **ASA** rules shall be strictly adhered to unless superseded by the following rules and regulations.
- B. Dudley (core .44) is the official league ball. The 12" Dudley will be used for the men's leagues and the 11" for the women's league. The recreation department will furnish one new and one used ball for each game.
- C. A grace period of 10 minutes applies each weeknight to the 6:30 games only. Game time is forfeit time, except for the aforementioned game times. If a team has 8 players at game time, it must begin the game. If a team has less than 8 players at game time, it must begin the game as soon as the 8th player arrives. After the grace period, a team failing to place 8 players (4 men and 4 women in coed) **on the field** will forfeit the contest. If neither team meets the minimum player requirement, both will be credited with a loss. There will be up to four games per night at 6:30, 7:30, 8:30 and 9:30 p.m. on each field. The grace period is not considered to be a part of the game time. A team may drop to as few as 8 players and continue the game.
- D. No new inning will begin after **1-hour and five minutes**, unless the game is tied. As soon as the last out of the bottom of an inning is made, the next inning officially begins. The scorekeepers or supervisors will keep the official time for each game on their respective fields. There will be a 20-run rule after 3 innings, 15-run rule after 4 innings and 10-run rule after 5 innings. The scorekeeper or supervisor shall record the starting time of each game on the score sheet. Time will begin when the home team and the umpires take the field. The time limit can end the game prior to the 5th inning. If a team is ahead by 20 runs or more and 65 minutes has been played, the game will be called regardless of which team is at bat.
- E. All leagues are subject to doubleheaders.
- F. All players should wear similarly colored shirts. Uniforms should be numbered on the shirt or pants (this rule may not be used to protest the outcome of a game.). The umpires do not enforce this rule. A 2-week grace period will be in effect from opening day of the season. After that time, league coordinators may take action against teams that are non-compliant with the uniform rule.
- G. Umpires shall assure that only authorized persons sit on the team bench. It is the duty of the umpires and each manager to keep unauthorized persons off the playing field and the bench.
- H. Only the manager is authorized to address an umpire concerning a rule interpretation.

## ATTACHMENT "C"

- I. In the case of rain, 5 innings will constitute an official game or 4 1/2 innings if the home team has the lead. In the case of rain with a game tied after 5 innings, the game will be resumed from the point when it was suspended. If the required number of innings has not been played, the game will be replayed from the start. Games delayed by rain for at least 30 minutes will be rescheduled if necessary based on the above criteria.
- J. In the case of light failure, equipment failure or serious injury causing a delay of at least 30 minutes, the game will be suspended and resumed at a later date from the point when it was interrupted. This will prevent succeeding games from running unreasonably late.
- K. Regulation rubber spikes, rubber-soled soccer shoes or tennis shoes are permissible footwear. No track shoes, golf shoes or football shoes may be worn. Players may not play barefoot. Steel spikes are permissible for the fast-pitch league only. As for jewelry, players are allowed to wear only medical alert bracelets taped to the body, smooth wedding bands, post-type earrings and necklaces that are not visible.
- L. The distance between bases will be 65 feet. The pitching distance will be 50 feet. A pitcher's box consisting of an area from the front of the pitcher's plate and extending back six feet perpendicular to the pitcher's plate shall be used. The pitcher must release the ball after coming to a complete stop with one foot or both feet in contact with the pitcher's plate or within the pitcher's box. Pitching with one or both feet on the line is considered legal. This box allows the pitcher to release the ball from 50 feet to 56 feet from home plate.
- M. Teams can bat as many players as are **in attendance** at game time, with any 10 playing on defense at any one time. If additional players show up after the game has started, they **can be added to the bottom of the line-up**. If a team chooses to bat all its players, then an out will be charged if a player is injured or chooses to leave the game for another reason and no substitute is available. If a team chooses not to bat all its players, then the extra hitter rule will be in effect. Teams can have 11 hitters and can play any 10 of them on defense at any time **(with the exception of Coed where they may have 12 hitters in accordance with Rule II-C)**. When making substitutes, the batting order must always remain the same.
- N. Any starter or substitute may be re-entered once. Players must occupy the same batting position whenever they are in the line-up.
- O. Lineups should be submitted to the scorekeeper 10 minutes prior to scheduled game time. **Players must be present to be included on the line-up**. A proper lineup consists of first and last names, and numbers. The supervisor on duty, not the umpires, is responsible for enforcing this rule. The supervisor can forfeit a game if a team deliberately withholds its lineup. The game clock will begin at the appropriate time whether a lineup has been submitted or not. If a team starts a game with 9 or more players and falls below that number at any time, it will be credited with an "out" each time a vacant slot comes to bat. A team that falls below 8 players will forfeit the game. If a team starts with less than 10 players, late-arriving players must be added at the end of the lineup.

## ATTACHMENT "C"

- P. An appeal play can be made during any dead ball by any player on the field. All appeals can be made by addressing the umpire and explaining the appeal. All appeals **must** be made before the next live ball.
- Q. To prevent injury and protect the defensive player who attempts to make a play on a base runner, the base runner will be called "out" if he remains on his feet and, in the umpire's judgment, crashes with great force into the defensive player who is holding the ball and waiting to apply a tag. If the act is judged to be flagrant, the offender will be ejected. A runner may slide into a defensive player. Contact between a base runner and a defensive player does not necessarily result in the base runner being called "out."
- R. There will not be a homerun limit in the "Unlimited" division. The homerun limit in the Major division is 4, 2 homeruns in the Competitive, and 0 homeruns in the Recreation division. All homeruns in excess of the limit will result in an out with the exception of the Recreation division, which will be an inning-ending out. For this rule, a home run is an untouched fair ball hit over the fence.
- S. Teams will not run out home runs.
- T. 3 balls will result in a walk and 2 strikes will result in a strikeout. One foul on the 2<sup>nd</sup> strike is allowed. **The at bat starts with a 0 ball, 0 strike count.**
- U. The pitching arc is **6 feet to 12 from the ground.**
- V. League rules prohibit players or coaches who are bleeding from further participation until the bleeding has been stopped. All teams are required to maintain a first-aid kit that contains supplies to stop, contain or cover bleeding. The umpires' judgment will be final as to whether further participation will be allowed.
- W. Safety bases will be used at all parks. See ASA rulebook for detailed information.
- X. In the event of a tied game after 7 innings or after game time has expired; extra innings will be played as a 1-pitch. In coed play, if a man is walked the next female must bat regardless of the number of outs.
- Y. Any bat that is on the ASA non-approved bat list (web site: [asasoftball.com](http://asasoftball.com)) is not approved for any Cobb County Parks, Recreation and Cultural Affairs Department-sponsored league. **A batter that enters the batters box with a non-approved bat will be called out. A batter that is found to have used a non-approved bat after his /her at-bat has been completed will be called out and all runners must return to their previous bases. If the same batter is caught using a non-approved bat for a second time in the same season, he/she will be ejected from the game. If it occurs a third time, the batter will be suspended from all Cobb County recreational softball programs for a minimum of one calendar year. A batter entering the batter's box or using an altered bat will be ejected immediately and suspended for a period of time to be determined by the league coordinator (minimum of one calendar year).**

## ATTACHMENT "C"

- Z. If a batted ball hits a pitcher directly from the bat, the batter will be called out by the home plate umpire. A dead ball will be declared and all runners must return to their previously occupied bases. This policy does not affect batted balls that first hit the ground before striking the pitcher, batted balls that deflect off the pitcher's glove to the pitcher's body, or batted balls that hit a pitcher's arm or leg as he/she reaches away from his/her body to stop a line drive. No determination as to the legality of the bat will be made unless necessary due to serious injury or obvious alterations to the bat.

### III. SPECIAL COED RULES (All other CCPRCAD rules apply)

- A. A team must have a minimum of 4 women and 4 men to play the game. **If a woman is forced to leave the game, for any reason, an automatic out will be scored each time her position in the batting order comes to bat. All male players will continue to bat.** At no time can more men than women play unless a woman is forced to leave the game.
- B. When a team is playing defense, there must be a man/woman combination in the pitching and catching positions at all times, regardless of the number of players (men or women) participating. Two women must play infield positions, and two women must play in the outfield. If a team plays with eight players, it must have at least one woman at an infield position and one woman in the outfield.
- C. Men and women must alternate in the batting order, unless more women than men are playing. In that case, women may bat back-to-back. In no case can men bat back-to-back. **Men are not considered to have batted back-to-back when an automatic out is taken between their at-bats.**
- D. If a male batter is walked, he is automatically awarded second base. The next female batter will bat. Exception: with 2 outs, the female batter has the option to walk or bat. In extra innings, all batters must bat
- E. Before the game begins either or both teams may elect not to hit the 11" ball. If neither team hits the 11" ball, the 12" ball will be used the entire game.
- F. If a team starts with less than 10 players, late arrivals must be added according to Rule III-C. If a team bats all players, Rule II-M will apply.
- G. ***When a woman is at bat the outfielders must play at normal depth. In most parks a 200' line is established and all outfielders must remain behind that line until the batter swings at the ball. If an outfielder is caught in front of the line prior to the swing, the official will call a "delayed dead ball" and the batter will have the choice of accepting the results of the at bat or batting again.***

#### IV. ELIGIBILITY

- A. Eligibility requirements are as follows:
1. **MEN'S OPEN, WOMEN'S OPEN AND COED:** A player must be 16 years old to be eligible.
  2. **CHURCH:** Each team's roster must be comprised of individuals who are active members or minister-approved regular attendees of the church or a church organization they represent. A player must be 16 years old to be eligible.

B. When eligibility is in doubt, the burden of proof rests with the team whose player is in question.

1. A case of a player participating under an assumed name **MUST** be handled on the spot. The opposing manager must bring this to the attention of the supervisor on duty before the last out of the game. The player under question must produce a picture I.D. or his/her team will forfeit the game, and the player could be suspended for the remainder of the season.

**EXCEPTION: The supervisor on duty may accept a non-photo I.D. if, in his/her judgment, extenuating circumstances exist.**

2. In other cases where eligibility is in doubt (EXAMPLE: A player not on a team's roster or on two teams in the same league), the protest must be submitted in writing to the league coordinator by 5 p.m. the next working day. A \$50 protest fee (CHECK OR MONEY ORDER ONLY) must accompany the report. If not reported by the deadline, the game will be considered official and cannot be contested.

Recreation department staff will decide all cases of player eligibility. Teams found to have played an ineligible player(s) will forfeit the game, and the ineligible player can be suspended for the remainder of the season (from ALL Cobb Recreation Department leagues).

C. Players may participate on **1 team per league**. If a player's eligibility is protested and he is found to be on more than one roster in the same league, the protested game will be forfeited. The player in question must then declare which roster he/she will officially remain on for the remainder of the season. A special supplement deals with teams and players that registered as church teams but could not get into the proper leagues. The field supervisor has the authority to stop an ineligible player from participating. At no time can a player play more than one class below the highest class participated in (male or female). If a player is confirmed to have played in a lower class game, the player will be suspended for 2 games and the next game for the HIGHER class team will be declared a forfeit.

D. Men will play in men's leagues, and women will play in women's leagues. **EXCEPTION:** If the Cobb Recreation Department softball program does not offer a league for women in a particular classification that season, women may play in the men's league.

## ATTACHMENT "C"

### V. PLAYING ROSTER

- A. Team rosters must be submitted to the league coordinator before the start of the season. A team that fails to submit a roster automatically will have its games forfeited if an opponent protests the eligibility of its players.
- B. A team can carry up to 25 players on its roster at one time.
- C. For a player to change teams either (1) the manager of the player's original team must report to the league coordinator and verbally release the player or (2) the player may report to the league coordinator and request his/her release. If a player requests a release to play for another team, he/she must be added to the roster of his/her new team. Teams will not be allowed to add an illegal/ineligible player to their rosters.
- D. All roster additions must be made prior to game time of each team's 4<sup>th</sup> game. The player/s must be present to be added to the team roster at the field prior to game time. After the above deadline, rosters will not be accepted and no additions will be allowed to rosters on file without written permission from all managers in the league (a maximum of 4 players can be added). At no time will players be added after a game begins.
- E. Under no circumstances will players released from a team in any league be allowed to play with the same team again that season. **NOTE:** A player may change teams only once during the season.

### VI. PROTESTS

- A. A manager can protest an umpire's interpretation of the rules, provided the protest is made prior to the next official pitch. The protesting manager must make the supervisor aware of the protest. The protesting manager must file a written report with the league coordinator by 5 p.m. the next working day, along with the \$50 protest fee. (Check or money order only)
- B. Upon receiving the written protest and protest fee, the league coordinator will determine the validity of the protest. If, in his/her judgment, the protest is valid due to a misinterpretation of the rules, he/she will call a meeting of the staff protest committee and address the protest. If the protest is upheld, the protest fee will be refunded.

### VII. PLAYER CONDUCT

- A. **Abusive language, behavior, or, profanity directed toward county representatives, players, umpires or spectators will not be allowed by players or spectators who are on the bench, on the field or in the park. Offenders may be ejected before or after a game has been concluded and are subject to removal from the park, playing area and league.**
- B. Smoking is not allowed by anyone on the field or in the dugout.

## ATTACHMENT "C"

- D. If a player or coach touches an umpire or county representative in anger or threatens to do bodily harm before, during or after a game, he will be barred from the league indefinitely. Cobb Recreation Department staff will determine the length of the suspension. (MINIMUM SUSPENSION IS FOR 1 CALENDAR YEAR IN ALL CCPRCAD ADULT ATHLETIC PROGRAMS.)
  
- E. Any player or coach ejected from a game will serve a two game suspension (minimum) in **all leagues he/she participates in**. A player ejected for the second time from any game during a season will be suspended for the remainder of that season. If a player or coach participates in a game while ineligible due to suspension, the game shall be declared a forfeit and the player or coach will be suspended for the remainder of the season. **NOTE: Scorekeepers are not required to notify said player prior to the start of the game concerning ejections. Failure to do so shall not affect a player's ejection for the season**
  
- H. Fighting among players, coaches and spectators, or other conduct judged inappropriate by recreation department staff may result in ejection of the individuals or teams involved. If suspension is warranted, recreation department staff will determine the length of the suspension. **(MINIMUM SUSPENSION IS 2 ADDITIONAL GAMES)**

### **VIII. THE SEASON**

- A. The season is a 7-game schedule. The team with the best record will receive the championship trophy and t-shirts, and the team with the second best record will receive the runner-up trophy.
  
- B. If a team forfeits more than two games during the season, the Cobb Recreation Department reserves the right to drop that team from the league with no entry fee refund.
  
- C. At the completion of the fall season, **if feasible**, the league coordinator will place the league winners into the next-higher division at the same park. The last-place team in a division will be dropped to the next-lower division. Teams will only be moved within their respective parks.
  
- D. **AFTER THE SCHEDULE IS COMPLETE, THERE WILL BE NO CHANGES. IT IS THE RESPONSIBILITY OF EACH MANAGER OR REPRESENTATIVE TO ATTEND THE MANAGERS' MEETING.**
  
- E. Rainout games and playoff games may be scheduled based on available days (including Saturdays), not according to the specific days of the week on which participating teams may have played. All playoff games will be scheduled as soon as possible after the regular season ends.
  
- F. A team is required to throw in a ball at any time if, in the judgment of the umpire, the game balls are in an unplayable condition or no acceptable balls remain for play to continue. The balls entered will be used for the remainder of the game. A ball may not be entered during a count unless there are no balls remaining in the possession of the umpire. The ball entered must be a COR .44 or less.

ATTACHMENT "C"

- G. If a team cannot field enough players by game time to begin, the umpires must notify the park supervisor or complex supervisor to forfeit the game.

**IX. PARK RULES**

- A. Drinking of alcoholic beverages will not be tolerated. A player determined to be under the influence of intoxicants will be immediately removed from the playing area and suspended from the Cobb Recreation Department softball program for 1 year. Cobb County law prohibits possession of alcohol in the county parks system, including parking lots.
- B. Unattended or unleashed dogs are not allowed in the parks. Dogs are not allowed on athletic fields.
- C. "Pepper drills" (hitting balls against the fence) is strictly prohibited on all playing fields.

**X. RAIN-OUT PROCEDURE**

The rainout procedure states that no games will be officially rained out until **3 p.m.** It is the responsibility of each manager to call the appropriate rainout number **after** 3 p.m. If feasible, the coordinator will have the reschedule date on the recording. If no decision has been made by 4:30 p.m., the field supervisor will make the decision at 6 p.m. at the field. (No staff members are at the fields between 4:30 and 6 p.m., except at the Al Bishop Complex.)

**RAINOUT NUMBERS**

Al Bishop Complex	770-528-8809
Bells Ferry & Terrell Mill	770-528-8855
Nickajack	770-528-8822
Kennworth, Lost Mountain & Sweetwater	770-528-8854



## ATTACHMENT "D"

### COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT ADULT FLAG FOOTBALL LEAGUE CONSTITUTION AND BY-LAWS 2010

#### I.) LEAGUE ORGANIZATION

The governing body of this league will be composed of one representative from each team and the league coordinator.

#### II.) FIELD AND EQUIPMENT

- A.) The Flag Football field is 40 x 80 yards. The field is divided into 20-yard sections with 10-yard end zones. The team areas are located on either side of the field. These areas are 2 yards from the sideline and between the 20-yard markers. (No players or coaches are permitted inside of the 20-yard line.)
- B.) The league will use a regulation size ball. Each team will furnish a regulation size ball on offense. Each player must wear shoes. They must be made of soft, pliable upper material (canvas, leather or synthetic) which covers the foot, attached to a composition bottom. Shoes with metal, ceramic, screw-in or detachable cleats shall be illegal.
- C.) The home team shall wear white jerseys with numbers and the visitor's team shall wear colored jerseys with numbers in all games. Matching pants (without pockets) and socks are recommended. Any team failing to place 5 players on the field in the proper jerseys as outlined above shall forfeit. The game may be played as shirts and skins if both coaches agree. Jerseys must be either long enough to remain tucked in at all times or short enough so there is a minimum of 4" from the bottom of the jersey to the waistline. Pullovers will be available if teams wear same color jersey.
1. In coed any team failing to place 6 players on the field in proper jerseys as outlined above shall forfeit.
- D.) All pants or shorts must be without any belt loops or pockets or exposed drawstrings.
- E.) All teams must wear the one-piece triple threat belts provided by the department at all times.
- F.) The following equipment is legal (optional): Ace bandages (no more than two turns deep), gloves made of soft, pliable non-abrasive material, knit or stocking caps (no caps with bills), soft, pliable knee pads or ankle pads and mouth pieces.
- G.) The following equipment is illegal: all headgear, except knit stocking caps, all jewelry, all pads or braces worn above the waist, braces worn below the waist made of any type of hard or unyielding material, any slippery or sticky substance on the body or equipment, any electric or mechanical communications devices and hand towels attached at the player's waist.

#### III.) ELIGIBILITY

- A.) No college student who plays on a college football team will be allowed to participate in this league. No high school students who currently participate in high school football are eligible for this league.

- B.) When a player's eligibility is in doubt, it must be reported to the league coordinator by 5:00 PM the next business day. If not reported by this time, the game will be official and cannot be contested.
- C.) A player must be 18 years of age by September 1<sup>st</sup> of the current year to be eligible.
- D.) The league entry fee must be paid in full at the time of registration. No refunds will be made to teams dropping out of the league.
- E.) A player cannot be a member of 2 teams within the same league in the Cobb County Recreation Adult Football program.

#### IV.) ROSTER

- A.) Teams shall not be allowed to carry more than 25 players on the roster at any one time.
- B.) No new players may be added to the team's roster after the start of the 4<sup>th</sup> game. All new players must fill out and sign the roster (in person) by seeing the scorekeeper at least 30 minutes prior to the game. A team's coach may delete players on his/her roster at any time.
- C.) In order for a player to change teams, the manager must report to the league coordinator requesting his/her release. A player may obtain his/her own release to play with another team; however, he/she must request to be added to his/her new team's roster filed with the scorekeeper at the field. After he/she is added to the roster, he/she must wait for his/her new team to play one league game before he/she is eligible. A player may change teams one time per year.

#### V.) PROTEST

- A.) Any player found under the influence of alcohol/drugs shall be immediately removed from the game and automatically dropped from the league and barred from any league or play-off game.
- B.) Fighting will not be tolerated. Teams or players involved in fighting before, during or after games will be put on probation or suspension after the first offense. After the second offense, the team will be suspended from the league for the remainder of the season with no refund.
- C.) No tobacco will be allowed on the field or on the bench.
- D.) Any player who is ejected from a game for profanity, rough conduct or unsportsmanlike conduct will be suspended for the next two games which his/her team plays, NOT INCLUDING THE GAME THE PLAYER IS EJECTED FROM. After the second offense, the player will be suspended for the remainder of the season. Officials are directed to eject players who are guilty of any of the above.
- E.) If a player so much as touches an official in anger, or threatens to do him/her bodily harm, he/she will be barred from the league for an indefinite period of time to be set by the Department. (Minimum Two Years).

#### VI.) GAME

- A.) There shall be two twenty-two minute halves. Each team is allowed three time-outs per half (30-second time-outs). The clock is stopped for time-outs only. ***Extra Point plays before the 2-minute warning are timed downs and clock will continue to run.*** The clock will continue running on incomplete passes and out of bounds plays, until the last 2 minutes before the half and the last 2 minutes before the end of the game. The ball shall be put into play within 25 seconds after it is declared

ready for play by the official. The official may order the game clock started or stopped whenever, in his opinion, either team is trying to consume or conserve playing time by tactics obviously unfair.

- B.) Teams will be given a 10-minute grace period for the 6:30 games only, however, if a men's team has 5 players available, and in coed a team has 6 players available, the game will start immediately or as soon as a fifth or sixth player arrives. After the 10-minute grace period, the team failing to place the minimum amount of players on the field shall forfeit the contest. The first game will not begin before 6:30 PM. Daytime weekend games will be scheduled at the discretion of the League Coordinator.
- C.) The Cobb County Parks and Recreation Department reserves the right to drop any team that forfeits two games during the season, with no refund of the entry fee.
- D.) Each men's team shall be composed of seven (7) players. The offensive team must have 4 players on the line of scrimmage, with the remaining players in the backfield. The defensive team may place its men anywhere on the defensive side of the playing field. The player receiving the snap must be at least two yards behind the line of scrimmage.
- E.) In the event of inclement weather, call the rainout hotline at 770-528-8822 (after 3:00 PM - weekdays only). The League Coordinator will reschedule games and notify all team managers 48 hours or 2 days prior to the playing date. Teams failing to appear for a make-up game shall forfeit. If you are not notified of a rainout by phone or by a message on the hotline, report to the field to play.
- F.) Putting the ball into play:
  - 1.) The winner of the toss must choose one of the following:
    - a.) To designate which team will take the ball.
    - b.) To designate which goal his team will defend. For the second half, the losing captain on the toss has his choice of the two privileges and his opponent granted the other.
  - 2.) Starting the Game:

The ball will be placed on the 15 yard line at the start of each half and at the start of each drive after a touchdown.
  - 3.) First Downs:

The offensive team has four downs to gain a first down. A first down is gained by crossing any one of the twenty-yard markers with any part of the ball.
  - 4.) Scoring:
    - a.) Touchdown - passing or running - 6 points
    - b.) Point after touchdown: 2 points running or passing from the 10-yard line, 1 point running or passing from the 3-yard line. 3 points running or passing from the 20-yard line.
    - c.) Field Goal - no field goals allowed.
    - d.) Safety - 2 points.
- G.) Offensive screen block: This block shall take place without contact. The screen blocker shall have his/her hands and arms at his/her side or behind his/her back. Any use of the hands, arms, elbows, legs, or body to initiate contact during a block is illegal. A blocker may not leave his/her feet (except inadvertent) during a block. Penalty: 10 yards or ejection if judged flagrant.
- H.) No player shall strike an opponent with his/her fist, locked hands or elbow, kick or knee an opponent, or tackle an opponent. Lowering a shoulder and contacting an opponent or butting an opponent with the head is not allowed (except inadvertent). Penalty: 10 yards or ejection if judged flagrant.

- I.) Running with the ball: A runner must make an effort to avoid a defender. Also, a defender must make an effort to avoid knocking a runner out of bounds. Stiff-arming is not allowed (except inadvertent). Penalty: 10 yards or ejection if judged flagrant.
- J.) When a player accidentally loses his/her belt, play reverts to one hand tag between the shoulders and knee.
- K.) Guarding the Flag: Neither hands, arms, nor any other part of the body may be used to guard the flag. The flag must be fastened in the normal way and may not be tied on. Knocking a player out of bounds is a personal foul unless done inadvertently in an attempt to pull his flag.
- L.) Passing: All players are eligible to catch a pass. Only one forward pass per down is allowed. Backward passes are unlimited. No contact is allowed with receivers down field. Penalty: 10 yards or ejection if flagrant.
- M.) Defense: A player may not hold the ball carrier in order to get the flag. Penalty: 10 yards.
- N.) Fumbles: All fumbles are dead at the spot where they touch the ground. Fumbles caught in the air may be advanced.
- O.) Substitutions are unlimited.
- P.) Any player receiving a snap must be at least two yards behind the line of scrimmage. Penalty: 5 yards, illegal formation, illegal procedure.
- Q.) Mercy Rule: If a team is 17 or more points ahead at the Second half two-minute mark or after, the game shall end.
- R.) All punts must be declared in advance. Both teams must have at least 4 players on the line of scrimmage. All players must remain motionless until the ball is kicked. Penalty: 5 yards, illegal formation, illegal procedure.
- S.) Tampering with the flag belt in any way to gain advantage, including tying, is illegal. Penalty: 10 yards, **player disqualification**.
- T.) Overtime: If a game ends in a tie, the referee will call both team captains to the center of the field for a coin toss to decide who will have possession of the ball first and in which direction the teams will be facing. Each team will be given the ball for four downs from the same 10-yard line. The object will be to score a touchdown. If the first team possessing the ball scores, the second team will still have four downs to tie the game. Extra points and penalties will be the same as in the regulation game time. If the defense intercepts a pass or mid-air fumble and returns it for a touchdown, they win the game. If the game is still tied at the end of the overtime period, it is repeated until someone is declared the winner. Each team is allowed one time-out during each overtime period.

## VII.) COED RULES

- A.) Each team will field no more than 8 players ( 4 men and 4 women). Teams NOT able to field a full team may play with a minimum of 6 players (3men and 3 women).
- B.) Teams can play with more women than men as long as there are at least 3 men. To ensure coed participation, a penalty will be issued if the offensive team fails to use a female as an **operative player** within 3 consecutive downs.

1.) An Operative Player is defined as a player who:

- Is the intended receiver in the eyes of the official
  - Runs the ball as the primary runner (does not have to cross the line of scrimmage)
  - Attempts a pass as quarterback
- 2.) An Operative Player is not defined as a player who:
- Hands off the football
  - Snaps the ball into play
  - Receives a hand-off only to give it back to a male before crossing the line of scrimmage
- 3.) Examples:
- A pass deflected by a male and caught by a female is a female play
  - A pass intended for a female (in the eyes of the referee) that is deflected by a female and caught by a male counts as a female play.
  - A completed pass to a female player past the line of scrimmage, and the receiver then laterals the ball to a male player behind the line of scrimmage is not a female play
  - A completed pass to a female player past the line of scrimmage, and the receiver then laterals the ball to a male player past the line of scrimmage is a female play
  - A completed pass to a male player past the line of scrimmage, and the receiver then laterals the ball to a female player is not a female play
- 4.) The penalty for running 3 consecutive plays without a female as an Operative player will be loss of down and a five yard penalty (i.e. if it was 2<sup>nd</sup> down during the penalty, it is now 3<sup>rd</sup> down) and the female must now be the Operative Player on the next play. If on this play a male catches or runs the ball : loss of down, the play is ruled “dead”, and the ball is brought back to the line of scrimmage.
- Plays utilizing a female and resulting in “loss of down” penalties, will still be considered “female” plays.
  - The slate is clean for extra points and punts and everyone is eligible.

## THE PLAY (COED)

### C.) Line of Scrimmage

- 1.) Players on the line must be set before the snap. The offensive team must have at least 4 players on the line. Teams may have one (1) player in motion, but they must be going parallel to the line and at least two yards back.

## VII.) RULES AND OFFICIALS

- A.) The National Intramural-Recreation Sports Association Football rules will be strictly adhered to unless contrary to these by-laws.
- B.) Three officials will be assigned for each league game. In the event that only two are present at game time, the game must be played.

## VIII.) PLAY-OFFS

- A.) Play-offs will be at the discretion of the League Coordinator, and may involve an additional fee.
- B.) Top team in each league (men’s teams only) will be eligible for G.R.P.A. district tournament. Fees for district are paid for by the County.

IX.) TROPHIES

- A.) Team trophies will be awarded to first and second place teams in each league and first place will also receive champion t-shirts.

X.) G.R.P.A. DISTRICT AND STATE

- A.) All members of teams advancing to G.R.P.A. Post Season Play must live or work full-time in Cobb County.
- B.) Team uniforms in G.R.P.A. must consist of like colored jerseys with a factory type non-duplicating number on the back at least six (6) inches in height. Shorts or pants without pockets will be worn.
- C.) Roster limit for G.R.P.A. is twenty (15).
- D.) All players must be 18 years of age by December 1.
- E.) The National Intramural-Recreation Sports Association Football rules will be strictly adhered to unless contrary to the G.R.P.A. State Athletic Manual.
- F.) Teams qualifying for the G.R.P.A. post season play must post a deposit equivalent to the entry fees for district and state tournaments before they are entered. Said deposit will be refunded if teams meet all District and State commitments.

**ADULT FLAG FOOTBALL  
TIE BREAKER**

The following procedure will be used to determine the first place finisher at the end of the season, or break ties for any place.

**TWO WAY TIE:** If two teams are tied with identical records, the winner would be the team that won the game(s) when the two met. If the two teams split their game, the team with the highest average point differential will win. If the teams are still tied, the team that gave up the fewest points will win.

**THREE WAY TIE:** If three or more teams are tied, the winner will be determined by the point differential average per game, unless one team has defeated all the others (must win both games if two games were played).

TO FIGURE AVERAGE POINT DIFFERENTIAL:

	WIN/LOSE	SCORE	POINT DIFF/GAME	
Example: Team A	WIN	21-14	+7	
	LOSE	26-20	-6	
	WIN	40-36	+4	
	WIN	35-0	+35	WIN
	14-7	+7		
	WIN	21-20	+1	
	LOSE	16-6	-10	
	LOSE	40-35	-5	
			-----	
			+33	

Avg. Point Differential -  $+33/8 = 4.125$  APD

If two teams then have the same average points per game differential, the team that won the game(s) played between the two teams during that half would determine the winner. If the teams split their games, then the team that gave up the fewest points will win. If a team registers a forfeit (win or loss), the results for tie-breaker will be optional, if forfeit decreases differential then score will be dropped from average. Losing game will be calculated with total games.

ATTACHMENT "E"  
COBB COUNTY PARKS, RECREATION, AND CULTURAL AFFAIRS DEPARTMENT  
WINTER BASKETBALL LEAGUES  
CONSTITUTION AND BYLAWS  
2009 - 2010

**I. GAMES**

- A. **National Federation of State High School Association Rules** shall be strictly adhered to unless contrary to the following rules and regulations.
- B. All games will consist of two (2) 20-minute halves with the clock running. (Clock stops for timeouts and emergencies only). It will be on regulation clock for the last two (2) minutes of the first half and the last five (5) minutes of the second half. Tie games shall result in a two-minute over-time period(s) until game is won. All over-time periods will start with a jump ball at center court and be on regulation clock. One time-out will be allowed per over-time period.
- C. If a 25-point difference exists in the last 5 minutes of the game the clock will continue to be a running clock. *(The clock will continue running even if the score drops below 25 points.)* Exception: If a team is playing with less than 5 players and behind by 25 points in the last 5 minutes the game will be stopped.
- D. No jewelry, watches, earrings, or other ornaments may be worn in a game. *Exception: a smooth wedding band or religious symbol can be worn if taped to the body.*
- E. Only the members of a team, one coach, and one manager will be allowed on the bench. All players and coaches must stay behind the coaching line unless entering the game.
- F. All players of the same team **must** wear a legal numbered jersey (letters at least 3/4" wide and, 4" high on front or back) of the same dominant color in the game and also must wear basketball shoes on the floor at all times. (This rule may not be used in order to protest the outcome of a game). Shorts **must** be worn properly. Any player not wearing his/her shorts at the waist will be removed from the game. A two-week grace period will be allowed on jerseys. (All players must wear jerseys of the same dominant color at all times, regardless of the two-week grace period). Duplicate numbers are not allowed. If two teams have on the same color, the visiting team will wear jerseys supplied by CCPRCAD.
- G. **All games will have a 10 minute grace period. The team who has 4 players at game time will put their starting players on the floor, the clock will start, and they will begin shooting referee administered free throws. Each player will shoot 2 free throws and rotate. This will continue until A) their opponents' 4<sup>th</sup> player shows up, or B) the clock hits 10 minutes. The shooting team can substitute players but must go to the table and be buzzed in between shots. As soon as the late opponents 4<sup>th</sup> player is ready to enter the game, they must use a timeout to enter the game, and the ball goes to the team that was shooting free throws. The game will resume at that point. If after 10 minutes, the team still does not have 4 players, then the game will be called, and the total points scored will be recorded. The free throws will be administered by the referee, to avoid "speed shooting."**

## ATTACHMENT "E"

- H. A coach has the right to protest an official's interpretation of the rules provided that protest is made immediately before the next live ball. When a protest is made the official shall consult with his associate. If he is convinced that his decision is not in conflict with the rules, he shall notify the scorekeeper that the game is being played under protest. Failure of the official to make such an announcement shall not affect the validity of the protest.
- I. The three-point line will be used in leagues playing at gyms adequately marked.
- J. Any player's name or number added or changed in the book after the start of the game shall result in a technical foul being called. (Maximum of two).
- K. Bonus situation shall begin on the 7th team foul and Double Bonus shall begin on the 10th team foul each half. A player shall foul out on the 5th personal foul of the game. **Technical fouls count as personal fouls.**
- L. Teams will be allowed 4 full timeouts per regulation game and one full timeout per overtime period. Any unused timeouts during regulation play **do not** carry over in overtime periods.
- M. Free throws are played on the release.
- N. Women's leagues will use a 28.5 regulation basketball

## **II. ELIGIBILITY**

- A. Players released from a team in this league will not be allowed, under any condition, to play with the same team again that season.
- B. Teams shall not be allowed to carry more than 25 players on their roster at any one time. (Teams not turning in a roster will automatically forfeit if another team protests the eligibility of any of their players).
- C. College students who play on a college team during the season are **not allowed** to participate in this league. To be eligible for play in this league a player must be at least 18 years old before the start of the season (16 for church).
- D. When player eligibility is in doubt, the name(s) (Limit 3) are to be reported to the League Coordinator in writing along with a \$50.00 protest fee (refundable if protest upheld) by 5:00 on the next regular work day after the game protested. If the player in question is not reported in the time set, the game will be official and cannot be contested. In the case of a player playing under an assumed name, the gym supervisor shall ask said player to show a picture I.D. If I.D. does not match name in scorebook, or if no I.D. is produced, the game is forfeited and the player is ejected for the remainder of the season.
- E. No new players may be added to a team's roster after the first game of the second half. All players **must be present** to sign in and be placed on the roster prior to the game in which the player(s) participate. All players are subject to I.D. checks if requested by the supervisor/scorekeeper.

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- F. In order for a player to change teams, the manager must report to the League Coordinator and verbally release the player, or the player may report to the League Coordinator requesting his release. In the case of a player obtaining his release, and wishing to play with another team, he must be added to the new team's roster filed with the League Coordinator.
- G. Players may participate on (1) team per league (Church B or C or Men's B, C or D), in the Cobb County Basketball program. If either team gets moved up or down at the half, the player will then declare which team he will be on for the 2<sup>nd</sup> half. ***At no time can a player play more than one class below the highest class participated in (male or female). If a player is confirmed to have played in a lower class game, the player will be suspended for 2 games and the next game for the HIGHER class team will be declared a forfeit.***
- H. Players eligible for church league teams must be active members of the church or some organization of that church other than basketball.
- I. Females can play on a men's team.

### **III. PLAYER CONDUCT**

- A. No rowdyism, profane language, or display of unsportsmanlike conduct before, during, or after a game will be tolerated in this league. Players, coaches or spectators who are found guilty will be ejected from the game and/or gym. Any player or coach ejected from a game for unsportsmanlike conduct cannot play or coach in the team's next two scheduled games, not counting the game that the player is ejected from.
- B. Any player or coach ejected from a game a second time in one season for unsportsmanlike conduct, etc. shall be suspended for the remainder of the season. Contention that an official's incorrect action caused unsportsmanlike conduct shall never be taken into consideration as grounds to excuse such actions.
- C. Any player or coach attempting to play or coach when ineligible because of Rule IV A shall be automatically ejected for the remainder of the season and the game shall be forfeited.
- D. Any player found under the influence of alcohol or drugs shall be immediately removed from a game and automatically dropped from the league.
- E. If a player, coach or spectator touches an official or Cobb County Representative in anger, or verbally threatens to do him/her bodily harm, he will be barred from the league/gym for an indefinite period to be set by the Cobb County Parks and Recreation Department. (Minimum ejection is (1) one-calendar year in all C.C.P.R.C.A.D. sports). Violators may also be subject to legal penalties as enforced by the police department.
- F. Fighting among players, coaches, or spectators, or other conduct judged inappropriate by the department might result in ejection of those individuals or teams involved for an indefinite period to be set by the department. (Minimum ejection is (1) one-calendar year in all C.C.P.R.C.A.D. sports). Violators may also be subject to legal penalties as enforced by the police department.

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- G. Dunking the basketball or grabbing the rim of the basket (on any goal in the gym) is not allowed before, during or after the game, except to avoid injury in the official's judgement. Any player guilty of either offense will be ejected for the remainder of the game and **two** additional games. ***Any player dunking before, during or after the team's last game of the year will result in that game being immediately forfeited to the opposing team.***
- H. A player or coach receiving two discipline related technical fouls in a game shall be ejected for the remainder of the game and two additional games. Any player that is ejected on the last night of league play will be suspended for 2 games at the start of the next season he participates in.
- I. No Spitting on the gym floor
- J. No bouncing basketballs inside the gym while the game ball is live.

### **IV. THE SEASON**

- A. If a team forfeits 2 games during the season, the Recreation Department reserves the right to drop that team from the league with no refund of the entry fee.
- B. If 2 teams end the half with identical records, the team that won the game played between the 2 teams during the half will be declared the winner of the half. If more than 2 teams are tied for the league lead at the end of the half, the winner will be determined in the following manner:
  - 1. If one team has defeated the other two during that half of play, then that team would be the winner.
  - 2. If one team has not defeated the other teams, then the team with the highest average point differential for that half would be the winner (forfeits will not be averaged if a disadvantage would result to a winning team or an advantage to a losing team would result).
  - 3. If a tie still exists, then the team that has given up the fewest points that half will be the winner (forfeits will not be averaged if a disadvantage would result to a winning team or an advantage to a losing team would result).
- C. Once the schedule is completed, no games will be changed. All conflicts must be turned in at registration.
- D. At the end of each half and at the end of season the League Coordinator reserves the right to place the winner of each league into the next highest classification and the last place team in each league into the next lowest classification where possible.

**TIE BREAKER**

The following procedure will be used to determine the first place finisher at the end of each half of play/or break ties for any place.

**TWO WAY TIE:**

If two teams were tied with identical records, the winner would be the team that won the game when the two met in that half. If the teams split their games for that half then the team with the highest average point differential for that half will win. If the teams are still tied the team that gave up the fewest points that half will win.

**THREE-WAY OR MORE TIE:**

If three or more teams are tied, the winner will be determined by the most positive point differential average per game for that half, unless one team has defeated all the others during that half.

**EXAMPLE:**

<b>TEAM "A" WINS:</b>	<b>86</b>	<b>66</b>	<b>50</b>	<b>70</b>	<b>61</b>
	<b>80</b>	<b>60</b>	<b>44</b>	<b>65</b>	<b>60</b>
	<b>+ 6</b>	<b>+ 6</b>	<b>+ 6</b>	<b>+ 5</b>	<b>+ 1</b>

<b>TEAM "A" LOSES:</b>	<b>60</b>	<b>45</b>	<b>TOTAL</b>	<b>+ 24</b>
	<b>53</b>	<b>40</b>	<b>TOTAL</b>	<b>- 12</b>
	<b>- 7</b>	<b>- 5</b>	<b>TOTAL</b>	<b>+ 12 POINTS</b>
				<b>DIFFERENTIAL</b>

**GAMES            + 1.71    AVERAGE POINTS PER GAME**

If two of the teams still have the same average points per game differential for that half, the winner would be determined by the team that won the game played between the two teams during that half. If the teams split their games for that half then the team that gave up the fewest points will win.

If the same team wins both halves of league play, then the team with the next best over-all record will be considered the second place team. A team moving from a lower classification or entering the league at the half will not be eligible for the best over all record in the higher classification.

**V. POST SEASON PLAY (All GRPA entry fees are paid by the team.)**

- A. The top 3 teams, at the half, in the highest level at each gym will be eligible to represent Cobb County in the G.R.P.A. Fifth District competition. If any of these teams decline the next team in the standing will be given the opportunity and so on down the standings.
- B. To participate in G.R.P.A. play a player must be 18 years of age for the open division and 16 years of age for the church division, prior to January 1, 2009.
- C. The tournaments will be held in late February or the beginning of March. . **A deposit of \$250.00 will be required by January 4, 2009. NO EXCEPTIONS!** For G.R.P.A. Open competition all players must reside, work or attend school full-time within Cobb County. A

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drivers license or pay stub reflecting a Cobb County address is required.

- D. For G.R.P.A. Church competition the church must be located within Cobb County or if the church is located outside Cobb County all team members must reside within Cobb County. The minister's signature will be required on all church team rosters.
  
- E. For GRPA competition, all jerseys shall be numbered on the front (at least 4" high) and back (at least 6" high). All numbers shall be 3/4" wide. The following numbers are legal: 0, 1, 2, 3, 4, 5, 00, 10, 11, 12, 13, 14, 15, 20, 21, 22, 23, 24, 25, 30, 31, 32, 33, 34, 35, 40, 41, 42, 43, 44, 45, 50, 51, 52, 53, 54, and 55. Jerseys must be identical and properly numbered. Players not in proper jerseys will not be allowed to play.
  
- F. Teams committing to play in the G.R.P.A. District Tournament will be fully liable for all entry and forfeit fees if they do not participate. Teams participating in the District Tournament and qualifying for G.R.P.A. State Tournament will also be committed to State play and be fully liable for all entry and forfeit fees if they do not participate. (A deposit is required in advance.)