

5. SECTION B - SCOPE OF SERVICES:

5.1. Background

The Montgomery County Department of Recreation (REC) requires graphic design services. Work will be assigned to the Contractor based on County need and at the sole discretion of the Contract Administrator, or designee.

5.2. Intent

The County intends to enter into a Contract with a contractor who is technically proficient with graphic design programs, including but not limited to CS Cloud, CSS, Bootstrap, etc.

5.3. Scope of Services

- 5.3.1 The contractor must provide technical expertise for a broad range of graphic design activities. Assignments and responsibilities may include, but are not limited to:
- 5.3.1.1 Research, gather, and curate photos and images for future graphic layout work
 - 5.3.1.2 Evaluate existing graphic design status of print/web
 - 5.3.1.3 Develop poster templates
 - 5.3.1.4 Produce activities, memberships and reservation marketing brochures, fliers, catalogs, banners, logos, signs, and other outreach materials
 - 5.3.1.5 Modify and update existing graphics for print and web
 - 5.3.1.6 Create new graphic layouts for print and web
 - 5.3.1.7 Coordinate with Recreation's Department of General Services, Print Shop
 - 5.3.1.8 Provide recommendations as to structure, layout and style of graphics in relation to text for print and web formats.
 - 5.3.1.9 Coordinate with appropriate REC staff to ensure that graphics will work in mobile platforms and the graphics intended for the department's website comply with responsive web and Americans with Disability Act requirements (ada.gov/websites2_print.pdf)
- 5.3.2 Examples of typical products resulting from the work required by the Contractor may include, but are not limited to:
- 5.3.2.1 Posters, postcards and other print materials
 - 5.3.2.2 Brochures, catalogs, fliers, maps, logos, newsletters, pamphlets
 - 5.3.2.3 Documents with updated graphics showing current information
 - 5.3.2.4 Newly created graphics for use with print and web
 - 5.3.2.5 Signage and brochures with updated images of recreational programs, events, activities, and reservations
- 5.3.3 Upon successful execution of a Contract, the County will issue to the Contractor a Purchase Order and a Notice to Proceed indicating the date on which services may begin. The Contractor is cautioned not to begin work prior to the date indicated on the Notice to Proceed. Issuance of all Purchase Orders is contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code. All work must be performed in compliance with the terms and conditions of this Contract. There is no guarantee by the County to the Contractor that will be awarded any number of assignments, any portions of an assignment, or a specific total dollar value of assignments.
- 5.3.4 REC staff may coordinate with the Contractor on work assignments, however assignments must be approved by the Contract Administrator or designee before the work may begin.
- 5.3.5 The Contractor must meet periodically with the Contract Administrator, or designee, to agree to a specific workplan including, but not limited to, work assignments, time frame for completion, other requirements and deliverables. Once approved, the workplan may not be changed without prior written

approval of the Contract Administrator, or designee, as required to discuss status of work, schedules and other management issues. Progress meeting schedules may vary, depending on stage and status of assignment. The Contractor is responsible for managing the schedule, meeting milestones and deadlines outlined in the schedule, and working out advance arrangements with the County to mitigate any delays when unforeseen.

- 5.3.6 Work will be completed remotely with an estimate of twenty (20) hours per week.
- 5.3.7 The Contractor must provide bi-weekly reports to be submitted at the time the Contractor submits an invoice, outlining the work performed and the status of current work activities. Reports must be in a format approved by the County.

5.4 **Independent Contractor/Contractor Conduct**

- 5.4.1 For the purposes of any contract issued as a result of this solicitation, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.
- 5.4.2 The Contract must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.
- 5.4.3 The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For the purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor to provide services under this Contract.
- 5.4.4 The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers compensation for persons who work for the Contractor or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.
- 5.4.5 The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.
- 5.4.6 The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union

membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.

- 5.4.7 The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.
- 5.4.8 Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.
- 5.4.9 The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced:
- 5.4.9.1 While assigned to the County Contract;
 - 5.4.9.2 During the time and/or in the space used for County contract work; and
 - 5.4.9.3 Within the general scope of work assigned under the Contract.
- The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engage by the Contractor will have no such rights to work products produced for the County.
- 5.4.10 All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contractor are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.
- 5.4.11 The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.
- 5.4.12 The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, description and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

5.5. **Contractor's Qualifications**

- 5.5.1 Contractors responding to this solicitation must be able to demonstrate experience in the following areas:
- 5.5.1.1 Demonstrated minimum of six (6) years of experience with a broad range of graphic design functions in relation to recreation, education, entertainment, and community programs, events, activities and reservations.
 - 5.5.1.2 Demonstrated minimum of four (4) years of experience working with Content Management Systems.
 - 5.5.1.3 Demonstrated knowledge and experience working with the Adobe Create Cloud, Bootstrap. HTML5 as a graphic designer, working in layout, design, font management, etc.

- 5.5.1.4 Demonstrated experience with ensuring graphics are appropriately tailored to a variety of target audiences, and with graphics suited for outreach, e.g., special events; workshops; training; public meetings and community events.
- 5.5.1.5 Demonstrated experience with effective communications in the workplace; working as a flexible and productive member of a team; with identification and resolution of problems; with working independently to plan and execute assignments; and with organization, prioritization and accomplishment of assignments on schedule.

6. SECTION C - PERFORMANCE PERIOD

6.1. Term

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the County must order all work and ends after a one-year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two times for one year each.

6.2. Price Adjustments

- 6.2.1 Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period is subject to the following:
 - 6.2.1.1 Approval or rejection by the Director, Office of Procurement or designee
 - 6.2.1.2 Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - 6.2.1.3 Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
 - 6.2.1.4 The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
 - 6.2.1.5 The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - 6.2.1.6 The price adjustment, including its effective date, must be incorporated into a written contract amendment.
- 6.2.2. If pricing is based on percentage discounts, the percentage discount is fixed throughout the term of the contract.

7 SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

7.1. Procedures

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a. The QSC will also review an offeror for responsibility.
- 7.1.2. Vendor interviews will not be conducted.