



## **FREDERICK COUNTY, MARYLAND**

### **OFFICE OF PROCUREMENT & CONTRACTING**

Winchester Hall, Second Floor  
12 East Church Street  
Frederick, Maryland 21701

## **REQUEST FOR PROPOSALS (RFP) #26-857**

### **Graphic Design Services**

#### **Proposal Due Date:**

Thursday, July 23, 2026, 2:00 pm

Buyer: Sandra Grello  
Phone: (301) 514-5682  
Email: [sgrello@frederickcountymd.gov](mailto:sgrello@frederickcountymd.gov)

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### Attachments:

A - SAMPLE\_-\_Agreement

B - FCG-Brand-and-Style-Guide

**IMPORTANT: ADVISE THE PROCUREMENT AND CONTRACTING OFFICE IMMEDIATELY IF ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED**



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## 1. EVENT SUMMARY

<b>RFP Number:</b>	26-857
<b>RFP Name:</b>	Graphic Design Services
<b>Issue Date:</b>	Thursday, June 18, 2026
<b>Buyer:</b>	Sandra Grello, Lead Grants Administrator sgrello@frederickcountymd.gov (301) 514-5682
<b>Pre-Proposal Date, Time and Location:</b>	Tuesday, June 30, 2026, 11:00 am Microsoft Teams Attendance: Virtual, Non-Mandatory
<b>Questions Due:</b>	Friday, July 10, 2026, 2:00 pm via the <a href="#">OpenGov Procurement Portal</a>
<b>RFP Due:</b>	Thursday, July 23, 2026, 2:00 pm
<b>Proposal Submission:</b>	<a href="https://procurement.opengov.com/portal/frederickcountymd/projects/264377">https://procurement.opengov.com/portal/frederickcountymd/projects/264377</a> <b>Note: Only electronic submissions will be accepted. PLEASE NOTE THAT REGISTRATION WILL TAKE TWO (2) BUSINESS DAYS.</b>
<b>Agreement Term:</b>	one (1) year
<b>Tentative Presentation/Interview Dates:</b>	August 25, 2026
<b>Bid Deposit:</b>	No, Bid Deposit Amount is not applicable.
<b>Performance Bond:</b>	No, Performance Bond Amount is not applicable.
<b>Payment Bond:</b>	Yes, Payment Bond Amount is not applicable.

\* Be advised: If County administrative offices have been officially **closed** for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.

\*\* Be advised: In the event that County administrative offices are **closed or delayed** on the date that submissions are due, the solicitation will be opened the next business day at the same time indicated in the Event Summary section at the front of this document.

## 2. DEFINITIONS

- A. Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Procurement & Contracting website.)
- B. Agreement – The Request for Proposal Documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- C. Alternate Proposals – A second proposal for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- D. Buyer – The County's Procurement & Contracting representative or Designee for the solicitation process and/or any Agreement that may result from award of this solicitation
- E. Contractor – Any Offeror; most often the successful Offeror
- F. County – Frederick County, Maryland
- G. CRB – Contractor Responsibility Board
- H. Designee – Specifically appointed alternate signatory or decision maker
- I. Interested Party – An actual or prospective Offeror or Contractor that may be interested in the award of a contract
- J. Issuing Office – Frederick County, Maryland Office of Procurement & Contracting, 12 East Church Street, Frederick, Maryland 21701
- K. MPIA – Maryland Public Information Act request for information
- L. Offeror – Any entity that submits a response to this solicitation
- M. P&C – Frederick County, Maryland Office of Procurement & Contracting
- N. Proposal – All information submitted by the Contractor in response to this solicitation
- O. Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- P. Request for Proposals (RFP) – All documents identified in the Table of Contents, including any addenda
- Q. Solicitation – The Request for Proposal
- R. Task Order – A specific project assignment issued under the basic contract
- S. Task Order Manager – Individual responsible for the management of the specific task order issued and accepted by the Contractor (may also serve as a contract manager for the Contractor)

- T. User Agency – County division, department, or office for which goods and/or services are being purchased

### **3. VIRTUAL PRE-PROPOSAL CONFERENCE**

- A. If County administrative offices have been officially closed or delayed for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.
- B. A Pre-Proposal Conference Call will be held to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding of the requirements.
- C. It is recommended that Contractors read the solicitation prior to the conference.
- D. If there is a need for language interpretation and/or other special accommodations, please advise the Buyer via email so that reasonable efforts may be made to provide special accommodations.
- E. MICROSOFT TEAMS™ MEETING: The Pre-Proposal will be an online and virtual Microsoft Teams™ meeting. However, in the event that a participant has difficulty joining virtually, a phone number for calling into the meeting is available.

Meeting

Link: <https://teams.microsoft.com/meet/297210686075367?p=QPLw9F7B9nKXJHTJKi> Meeting ID: 297 210 686 075 367 Passcode: Z3bH2Lj3 Phone: [1 667-217-6643](tel:1667-217-6643) Phone ID: 190 147 217#

### **4. INQUIRIES AND ADDENDA**

- A. The P&C Buyer from the Issuing Office is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing and submitted to the OpenGov Procurement Portal by Friday, July 10, 2026 at 2:00 pm.
- B. Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the P&C OpenGov Procurement Portal at <https://procurement.opengov.com/portal/frederickcountymd/projects/264377> to obtain Addenda.

### **5. GENERAL CONDITIONS**

#### **5.1. RESERVATIONS**

- A. The Director of P&C reserves the right to reject any or all proposals or parts of proposals when, in P&C's reasoned judgment, the public interest will be served thereby.

- B. The Director of P&C may waive formalities or technicalities in proposals as the interest of the County may require.
- C. The Director of P&C reserves the right to increase or decrease the quantities to be purchased at the prices offered. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- D. The Director of P&C reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in P&C's judgment, be in the best interest of the County.
- E. The Director of P&C may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated cost of maintenance and repair to the County.
- F. The Director of P&C may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- G. Responsibility and responsiveness of any Contractor's proposal will be determined at the sole discretion of the Director of P&C.

## **5.2. COMPETITION**

- A. A Contractor may offer only one price on each item though it may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- B. All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

## **5.3. PERIOD OF VALIDITY**

Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor agrees to an extension. Proposals may not be withdrawn during this period. The County may request an extension of the Period of Validity via email to the Contractor's representative.

## **5.4. GOVERNING LAW**

- A. This contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- B. The laws of the State of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

#### **5.5. DISPUTE PROCEDURES**

- A. Upon notification of award, non-awarded Contractors may protest the process or award by utilizing the protest procedures available on the P&C website: [www.frederickcountymd.gov/procurement](http://www.frederickcountymd.gov/procurement)
- B. After award and during contract performance, the awarded Contractor may dispute proceedings or performance by:
  - 1. Notifying Using Agency in writing on Contractor letterhead of the disputed issues and requesting a meeting to discuss and come to resolution with the Using Agency Division Director.
  - 2. If no resolution is reached, the awarded Contractor may notify P&C in writing on Contractor letterhead of the failure to reach resolution with the Using Agency and request to meet with the Director of P&C to discuss and come to resolution.
  - 3. If no resolution is reached, the Director of P&C may refer the matter(s) to the Contractor's Responsibility Board (CRB) for a hearing to reach resolution in accordance with the CRB policy on the P&C website: [www.frederickcountymd.gov/procurement](http://www.frederickcountymd.gov/procurement). The CRB's written decision is the final resolution.
- C. At any time during the performance of the contract, the awarded Contractor may contact the Director of P&C to request to be heard by the CRB to present information, lodge a complaint, etc.

#### **5.6. NON-WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.

#### **5.7. COMPLIANCE WITH LAWS**

- A. If awarded a contract, the Contractor hereby represents and warrants that it:



1. Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  2. Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
  3. Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
  4. Shall eschew any and all forms of employment discrimination and promote equal opportunity in hiring practices as well as the selection of subcontractors for use in any of its projects;
  5. Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract; and
  6. Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
  7. Meets the qualifications required and years of experience stated.
- B. In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

**5.8. HOLD HARMLESS/INDEMNIFICATION**

- A. The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- B. Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

**5.9. TERMINATION**

- A. Termination Prior to Expiration of Term: The County reserves the right to terminate the resulting Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination,

Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event of termination without cause pursuant to this provision, the County need not provide the Contractor with the opportunity to cure.

- B. Termination for Default: If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.
- C. Termination for Non-appropriation: If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of the resulting Agreement, the Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

#### **5.10. MARYLAND REGISTRATION**

Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: <http://dat.maryland.gov> or by calling 410-767-1184 or Toll Free 888-246-5941.

#### **5.11. AVAILABILITY OF FUNDS**

The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

#### **5.12. INTEGRATION AND MODIFICATION**

These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.

**5.13. NON-ASSIGNMENT OF CONTRACT**

Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.

**5.14. RESPONSIBILITY**

The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation, in background, history of projects, years of experience as a contracting firm, project team(s), ability, etc. A Contractor under debarment, or with documented poor performance, or with questionable reputation, or without the required years of operation, or lacking integrity or key personnel, as solely determined by the Director of P&C, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. P&C may request that a Contractor provide documentation necessary for the determination of responsibility. Failure of a Contractor to provide the required documentation may exclude it from further consideration. Final determination of responsibility is determined at the sole discretion of the Director of P&C.

**5.15. AFFIDAVIT**

The attached affidavit is provided to facilitate compliance with the applicable law and is to be completed and returned with response.

**5.16. PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION**

- A. The County operates under the public information law, which permits access to most records and documents under the Maryland Public Information Act (MPIA).
- B. Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the MPIA, General Provisions Article, Sections 4-101 through 4-601 of the Annotated Code of Maryland.

**5.17. COOPERATIVE PURCHASE**

- A. The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.
- B. The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.

**5.18. EXCEPTIONS**

If the Contractor cannot/ will not meet the terms, conditions, and/or specifications of the solicitation, the Contractor shall furnish a statement on company letterhead providing a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish exceptions on company letterhead shall be interpreted to mean the Contractor agrees to all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of P&C in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable, the proposal may be considered non-responsive at the sole discretion of the Director of P&C.

**5.19. FAIR LABOR STANDARDS ACT**

All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7, and 12, and regulations and orders issued under Section 14 thereof.

**5.20. UNIT PRICES**

Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.

**5.21. DELIVERY**

- A. Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- B. All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the solicitation.
- C. The P&C reserves the right to charge the Contractor or vendor for each day the supplies are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the

P&C and said sum is to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.

- D. The P&C reserves the right to procure the supplies elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies may be charged against the Contractor and deducted from any monies due or which may become due him.

#### **5.22. CONTRACT SERVICES AGREEMENT**

- A. The County and Contractor may execute a Contract Services Agreement, which is attached for review, resulting from the award of this solicitation. Exceptions, if any, to the County's standard Agreement must be noted in the proposal to be considered during consideration of award. Exceptions to the County's standard Agreement may result in rejection of the proposal.
- B. Do not fill in or sign the sample Agreement attached. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

#### **5.23. REDACTED VERSION**

Contractors are encouraged to submit a redacted version of their bid submittal, redacted in accordance with Public Information/Proprietary/Confidential Information. The redacted version shall be kept in County records and utilized for future reference only if requested via the MPIA. In the event no redacted version is submitted with the Contractor's submitted proposal, the original submitted proposal will be released in response to any MPIA. The redacted version will not be utilized in the process of award. REDACTED VERSION WILL BE FILED AND ONLY RELEASED IN THE EVENT PROPOSER'S RESPONSES ARE REQUESTED THROUGH MARYLAND PUBLIC INFORMATION ACT REQUEST.

#### **5.24. PERSONALLY IDENTIFIABLE INFORMATION (PII)**

- A. The Contractor agrees that any PII obtained during the provision of service shall be used only to support the service and will not be utilized or released or sold for any other purpose. Use of PII other than the use specified herein is strictly prohibited. Any use not detailed herein requires a formal Amendment to any Agreement resulting from any award under this solicitation.
- B. The Contractor shall implement safeguards that appropriately protect the integrity of PII that it receives, creates, maintains, or transmits in any capacity.
- C. The Contractor shall limit any use of PII to entities with which it has a formal agreement. The Contractor is solely responsible to any breach of any entity with which the Contractor has allowed use of PII.
- D. Upon conclusion of any Agreement resulting from award of this solicitation and at no cost to the County, the Contractor shall return any PII necessary for continuance of provision of services or, if the PII is not deemed necessary at the sole discretion of the County, the Contractor shall be responsible for its destruction. In the event of destruction, the Contractor shall provide Certificate of Destruction.

- E. The Contractor shall immediately notify the County of any use or leak of PII in violation of any Agreement resulting from the award of this solicitation, regardless of cause or severity. Notification shall take place as soon as possible after discovery, but not less than two (2) business days of the date of discovery. Notification shall include a list or subsection of all PII that had been compromised.
- F. The Contractor is solely responsible for mitigation of any damage cause by the unauthorized use or leak of PII and mitigation shall be to the satisfaction of the County and at no cost to the County.

#### **5.25. AWARD NOTIFICATION**

- A. Award notification will be by U.S. Mail, email, phone or any combination thereof. All Contractors that have submitted a proposal will be notified of which Contractor(s) will be awarded prior to final award.
- B. The awarded Contractor(s) will be required to return an Insurance Certificate naming Frederick County as an additional insured, the executed Agreement\*, and the Maryland Registration Certificate of Good Standing.
- C. Individuals wishing to contest results of a solicitation may view procedures on the P&C website at [www.FrederickCountyMD.gov/procurement](http://www.FrederickCountyMD.gov/procurement).

**\*As Contractors have had an opportunity to note Exceptions to the Agreement with its proposal submission, execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT (within Section Vendor Questionnaire) PRIOR TO SUBMISSION OF THE PROPOSAL.**

#### **5.26. SYSTEM FOR AWARD MANAGEMENT (SAM)**

Contractors must not be presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions with the Federal Government according to the information contained on the website SAM.gov

### **6. SPECIAL CONDITIONS**

#### **6.1. CONTRACTOR'S QUALIFICATIONS**

- A. Contractors must be engaged in graphic design services and shall have been actively engaged in this field for a minimum of one (1) year. The proposing firm must meet these years of experience, at a minimum, in order to be considered for award.
- B. Firms must demonstrate:
  - 1. Experience delivering professional graphic design services for government, public agencies, or large organization
  - 2. Competence and proficiency with ADA/Section 508 accessibility standards.
  - 3. Ability to follow brand guidelines.

4. Capacity to deliver rapid-turnaround designs on request.
  5. Experience producing accessible, multilingual-ready materials is preferred.
- C. The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.

## **6.2. AWARD**

The County intends to make one or more awards to the responsive and responsible Contractor(s) whose proposal(s) represents the best value to the County. Responsibility and responsiveness are determined at the sole discretion of the Director of P&C.

The Contractor(s) must waive any claim against the County for extra compensation or damages arising out of assignment of work by the County

## **6.3. AGREEMENT PERIOD**

The contract period shall be for one (1) year(s) commencing on or about October 15, 2026 after approval and proper execution of the contract documents, with a renewal option for four (4) 1-year renewals additional year(s) in one-year increments, exercisable at the sole discretion of the County.

## **6.4. EXCLUSIVITY**

- A. The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- B. Should the Contractor be unable to fulfill the needs of the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

## **6.5. ESTIMATED QUANTITIES**

The estimated annual quantities stated are provided as a general guide for proposing and are not guaranteed. Actual quantities may be more or less than estimated. There is no guarantee of work. If more than one Contractor is awarded, there is no guarantee of equal work distribution. Work will be assigned at the sole discretion of the County.

## **6.6. ESTIMATED USAGE**

The estimated annual usage stated are provided as a general guide for proposing and are not guaranteed. Actual usage may be more or less than estimated. There is no guarantee of work. If more than one Contractor is awarded, there is no guarantee of equal work distribution. Work will be assigned at the sole discretion of the County.

## **6.7. INSURANCE REQUIREMENTS**

The Contractor shall be required to provide the insurance as outlined in Section Insurance Requirements. All documentation of insurance shall be submitted prior to contract start date. In the event that the necessary insurance cannot be obtained, the County reserves the right to revoke the contract award and award to another firm.

#### **6.8. METHOD OF ORDERING**

- A. Projects will be issued as Task Orders under this contract. Each Task Order will have a separately agreed, scope of services, compensation amount and completion date. The Contractor will be requested to submit a fee proposal based on the scope of work (person-hours, etc.) defined in the Task Order. With the unit rates established per the Agreement, Task Order negotiations will be limited to the scope of services to be performed and the hours required to perform the services.
- B. Once the County requests a fee proposal on a specific Task Order from the Contractor, the Contractor shall:
  - 1. Visit the site.
  - 2. Develop a detailed assessment for the assigned Task Order.
  - 3. Schedule and attend a meeting at location to be determined by the County (if it is held), or any other necessary meetings to review, discuss, and complete discussions on the specific Task Order. It is the Contractor's responsibility to completely understand the Task Order scope prior to beginning work.
  - 4. After completing discussions, begin work on the Task Order immediately upon receipt of notice to proceed from the County. The County shall issue the notice to proceed after review and agreement on the fee proposal.
- C. Once an agreement on the individual Task Order is reached, the County will issue a notice to proceed. When assigning the project, the County will inform the Contractor of the time frame in which the Contractor must begin work and the date by which the project is due, inclusive of any intermediate milestone dates.
- D. All costs associated with scoping the work and preparing and submitting a Task Order proposal are considered incidental to the contract, the Contractor shall not be reimbursed for this work.
- E. Purchase Orders will be issued from time to time for such Task Orders as may be required by the County. Task Orders issued against the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions until completion.
- F. Purchases may also be made with the County's procurement card (currently MASTERCARD). Contractors are prohibited from charging additional fees over and above its proposal prices to process payments on procurement cards.



#### **6.9. ABANDONMENT, DISSOLUTION AND RESTRUCTURING**

A Contractor who abandons or defaults the work on this contract or any Task Order that has been issued to a Contractor and causes any work be re-bid will not be considered in future bids for the same type of work unless the scope of work is significantly changed. Written notification of changes to company names, address, telephone number, etc. shall be provided to the County as soon as possible, but not later than thirty (30) days from date of change.

#### **6.10. GRANT FUNDING REQUIREMENTS**

In the event that a grant opportunity is made available and awarded to the County during the term of the agreement. The Contractor agrees to comply with guidelines, requirements, terms, and conditions as outlined in Notification of Grant Award documents after award and acceptance and incorporated into any approved Task Order using grant funding.

#### **6.11. BILLING AND PAYMENT**

- A. Invoices shall be submitted as required in duplicate for all services performed. Invoice submission location will be identified in each individual task order.
- B. Each invoice shall include the following information:
  - 1. Federal Employer Identification Number (FEIN);
  - 2. Contractor's name and address;
  - 3. Name of User Agency;
  - 4. Frederick County Contract Number, if applicable;
  - 5. Purchase Order Number;
  - 6. Description of goods provided and/or services performed;
  - 7. Date and length of time of each service performed, if applicable; and
  - 8. Name of individual(s) performing the required services, if applicable.
- C. Delivery tickets signed by authorized County personnel shall accompany invoice.
- D. Payment shall be made upon receipt of proper invoice from the Contractor and authorized by the County.
- E. The County shall not be subject to late fees, fees for use of credit card payment, or additional fees of any kind at any time during the Agreement period.
- F. All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.

- G. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid Net30.

#### **6.12. DEFAULT**

Upon non-performance or violation of the contract terms, the Contractor will be given one chance, via written communication, to correct deficiencies. Failure to correct the deficiencies stated in the written communication will be cause for the contract to be cancelled or annulled by Frederick County, Maryland in whole by written notice of default to the Contractor. An award may then be made to the next low Contractor. In either event, the defaulting Contractor (or its surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices. Failure of the Contractor to deliver services within the time stipulated on its proposal, unless extended in writing by the Director of P&C shall constitute contract default. In the event that a Contractor exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to it, it shall forfeit the right to respond on any future County contract for a period of time determined by the Director of P&C and it shall be liable for any costs incurred by the County as a result of its default.

#### **6.13. REFERENCES**

References will be verified by the Buyer and the results utilized as part of the determination of a Contractor's responsibility. Any negativity or uncertainty expressed by references may be used to exclude the Contractor from further consideration for award at the sole discretion of the County. It is in the best interest of the Contractor to CONTACT THE REFERENCES IN ADVANCE to ensure that they are aware that they are being utilized as a reference for this solicitation. Contractors may not use the County as a reference. Any work history the Contractor has with the County will automatically be utilized as part of the evaluation process.

#### **6.14. ADDITIONS/DELETIONS**

The County, at its option, may add or delete like or related services as needed at the sole discretion of the Director of P&C. All specifications and requirements of this solicitation will apply to any additions made during the contract term. If more than one Contractor has been awarded: The Contractor receiving an award closest to the new site and will be among those requested to provide a quotation. Selection will be based on pricing, equipment and labor availability, performance and other factors as may be determined to be in the best interest of Frederick County

#### **6.15. CONTRACT**

All questions must be directed to the Buyer for this solicitation. During the solicitation process which begins with the advertisement of the Invitation for Bid, and following the bid opening, Contractors are strongly cautioned not to contact elected officials or County employees regarding the award process. Contact with any entity other than P&C will be deemed as an attempt to influence the award process and will disqualify the Contractor from further consideration in the award process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this bid award may result in dismissal from further consideration, at the County's sole discretion.

## 6.16. PRICE ADJUSTMENT

### For Services:

- A. Prices offered shall be firm against any increase for one (1) year(s) from the effective date of this contract. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify P&C in advance of the renewal date of any requested price changes. Requests made after the renewal date will not be considered.
- B. Requests for price adjustments shall be submitted to P&C, not the user agency.
- C. The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase over the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington- Arlington- Alexandria, DC-VA-MD-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to accept or reject the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- D. If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

### For Commodities:

- A. Prices offered shall remain firm against any increase for one (1) year(s) from the effective date of this contract. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify P&C in advance of the renewal date of any requested price changes. Requests made after the renewal date will not be considered.
- B. Requests for price adjustments must be submitted to P&C, not the user agency.
- C. Requests for price adjustments must be accompanied by bona-fide manufacturer's documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to accept or reject the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- D. If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If

the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

- E. In the event of any decrease in price, either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.

## **7. SPECIFICATIONS**

### **7.1. Statement of Work**

Frederick County Government (FCG) seeks qualified graphic design firms to provide as-needed design services for print and digital communications, outreach materials, publications, presentations, and other public-facing content. Firms selected under this contract will support FCG agencies in producing high quality, consistent, accessible materials aligned with FCG branding standards.

Selected firms shall provide graphic design services that may include, but are not limited to:

- Brochures, flyers, rack cards, fact sheets, handouts, and outreach materials.
- Digital graphics for social media, email newsletters, websites, and online advertisements.
- Report layouts, cover designs, and long-form publications.
- Presentation slide templates and slide deck design.
- Event signage, banners, and display graphics.
- Iconography, infographics, charts, and data visualization.
- Photo formatting, image selection, and design enhancements (consistent with County guidelines).
- Creative concept development and consulting on visual communication strategies.

Work will be assigned on an as-needed basis. Contractors may be asked to provide rapid-turnaround services for high-priority projects.

#### **Brand & Style Requirements:**

- A. All deliverables **must** fully comply with the *FCG Brand and Style Guide*, including but not limited to:
1. Typography - Use only approved FCG fonts such as Aptos, Arial, Calibri, Helvetica. Follow minimum font sizes and digital accessibility rules.
  2. Color Palette - Use approved FCG primary and secondary color palettes in accordance with the Guide. Color usage must meet a contrast ratio of at least 4.5:1 for normal text and 3:1 for large text

and graphics.

3. County Seal & Logos:

- a. The Frederick County seal/logo is required on all outreach and marketing materials.
- b. Seal/logo placement, aspect ratio, and size must follow guidance in the Style Guide.
- c. Division/program logos may be used only as secondary elements.

4. Image Use & Alt Text - Follow all guidelines for imagery, including authenticity, diversity, representation of Frederick County, and required alternative text (alt text) for all digital images.

5. Visual & Layout Standards - Contractors must adhere to visual consistency requirements, hierarchy, whitespace use, accessibility-friendly layout practices, and translation-friendly formatting. Deliverables that are created in multiple languages must look substantially the same in each version.

**Accessibility Requirements (Americans with Disabilities Act (ADA)/ Section 508):**

A. All digital and print materials produced under this contract must comply with:

1. ADA Title II accessibility requirements.
2. Section 508 of the Rehabilitation Act.
3. WCAG 2.1 AA standards for digital content accessibility.

B. Accessibility requirements include, but are not limited to:

1. Sufficient color contrast between text and background.
2. Properly structured headings, lists, and reading order.
3. Fully compliant alt text for images.
4. Avoidance of text embedded in images unless accessibility is preserved.
5. Ensuring fonts, sizes, spacing, and visual elements meet accessibility standards for readability.
6. All digital PDFs shall be fully accessible and compliant with Section 508 and WCAG 2.1 AA standards. Final deliverables shall be remediated as needed to ensure compliance.

**Project Management & Communication:**

- A. The contractor will work under the direction of the requesting agency. Requirements include:
1. Kickoff discussions for each assignment as needed.
  2. Regular progress check-ins for multistage projects.
  3. Ability to meet deadlines, including expedited timelines when required.
  4. Revisions included at no additional cost unless exceeding agreed scope. Proposals must clearly identify the number of revision rounds and/or hours included in the quoted price.

## **8. EVALUATION OF OFFERS**

### **8.1. EVALUATION**

Proposals will be evaluated by discussion in a step-by-step process during which the Evaluation Team will determine the best value for the County. The first step is evaluation of the technical submittal of all information required in Paragraph *Technical Evaluation Criteria*, the second step is examination of the price submittal, the third step, if deemed necessary, is a presentation and interview with the Evaluation Team, and the final step in negotiations which may include the request for a best and final offer. As this is a best value procurement, additional steps may be added to ensure that the County's best interest is reached in award.

### **8.2. TECHNICAL EVALUATION CRITERIA**

The first phase will be evaluated based on the criteria listed in order of importance. Proposals shall be submitted in the sections specified according to the Evaluation Criteria. Each section is required to be numbered for the convenience of the Evaluation Team. Sections may be numbered individually or as part of the whole. Each section shall be clearly titled, have the Contractor's name, and the pages numbered in either the header or footer.

- A. WORK PROPOSAL – This document shall be clearly titled “Work Proposal” on each page of the section. Each page shall also have the Contractor's name and be numbered either as an individual section or as a part of the whole. The section shall contain the Contractor's full understanding of the County's needs, a brief history of the Contractor, and details of why the Contractor feels that they are eligible and best suited to work with the County if awarded.
- B. QUALIFICATION OF CONTRACTOR – This document shall be clearly titled “Qualification of Contractor” on each page of the section. Each page shall also have the Contractor's name and be numbered either as an individual section or as a part of the whole. This document shall contain qualifications and technical competence of the Contractor and staff. Included shall be a statement describing the Contractor's background information, history, resources, and track record of such projects, as well as résumés for key staff, their qualifications and roles. Must provide firm's approach to and demonstrate ability to follow brand compliance guidelines. Firm must demonstrate the capacity to deliver rapid turnaround designs on request. Experience producing accessible, multilingual-ready materials is preferred.

- C. REFERENCES FOR SIMILAR PROJECTS – This document shall be clearly titled “References” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. Three (3) references for projects of a similar size scope and complexity that the Contractor has completed within the last one (1) year shall be outlined in this section. This document shall address the Contractor’s competence and expertise in projects of similar scope and size, along with experience delivering professional graphic design services for government, public agencies, or large organizations. Firms must provide a portfolio of samples demonstrating relevant design work.
- D. PROFICIENCY WITH ADA/SECTION 508 ACCESSIBILITY STANDARDS - This document shall be clearly titled “Proficiency with ADA/Section 508 Accessibility Standards” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. This document shall demonstrate the Contractor's competence and proficiency with Americans with Disabilities Act (ADA)/508 Accessibility Standards, as well as, a description of the firm’s approach to accessibility standards.

Scoring for work proposal, qualification of contractor, references and accessibility expertise:

<b>RATING</b>	<b>DEFINITIONS</b>	<b>POINTS ASSIGNED</b>
Excellent	The submitted section is comprehensive, thorough, and of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	20
Very Good	The submitted section has no deficiencies and demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	16
Good	The submitted section has no deficiencies and shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror’s response.	12
Fair	The submitted section has no deficiencies but has one or more weaknesses. Weaknesses outbalance any strengths.	8

Poor	The submitted section has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	4
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### 8.3. PRICE PROPOSAL

The second step of evaluation will be examination of the price proposal. Price proposals shall include labor categories and hourly rates to be submitted on the financial proposal form within the document provided in Section 12. Vendor Questionnaire, Question 7.

**Price Proposal Total Possible Points: 10**

### 8.4. PRESENTATION AND INTERVIEW

After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, Contractor(s) may be required to clarify proposals by making individual presentations in an interview with the evaluation committee. **If selected, Contractor shall be available for presentations on (August 25, 2026).** If these dates change for any reason, all submitting Contractors will be notified via email to the Contractor's representative.

RATING	DEFINITIONS	POINTS ASSIGNED
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Excellent	The proposer's preparation, presentation, professionalism, and overall performance far exceeded expectations.	10
Very Good	The proposer's preparation, presentation, professionalism, and overall performance exceeded expectations.	8
Good	The proposer's preparation, presentation, professionalism, and overall performance met expectations.	6
Fair	The proposer's preparation, presentation, professionalism, and overall performance were below expectations.	4
Poor	The proposer's preparation, presentation, professionalism, and overall performance were far below expectations.	2

## 8.5. NEGOTIATIONS

- A. The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, email or written communications, or any combination thereof, at the County's sole discretion.
- B. Contractors are strongly advised not to prepare its proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.

## 8.6. CONTACT

All questions shall be directed to the OpenGov Procurement Portal for this solicitation. During the solicitation process which begins with the advertisement of the Request for Proposals, and following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Contact with any entity other than P&C will be deemed as an attempt to influence the award process and will disqualify the Contractor from further consideration in the award process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

## 9. EVALUATION PHASES

### Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Work Proposal</b></p> <p>This document shall be clearly titled “Work Proposal” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. The section shall contain the Contractor’s full understanding of the County’s needs, a brief history of the Contractor, and details of why the Contractor feels that they are eligible and best suited to work with the County if awarded.</p>	Points Based	20 (25% of Total)
2.	<p><b>Qualification of Contractor</b></p> <p>This document shall be clearly titled “Qualification of Contractor” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. This document shall contain qualifications and technical competence of the Contractor and staff. Included shall be a statement describing the Contractor’s background information, history, resources, and track record of such projects, as well as résumés for key staff, their qualifications and roles. Must provide firm's approach to and demonstrate ability to follow brand compliance guidelines. Firm must demonstrate the capacity to deliver rapid turnaround designs on request. Experience producing accessible, multilingual-ready materials is preferred.</p>	Points Based	20 (25% of Total)
3.	<p><b>References for Similar Projects</b></p> <p>This document shall be clearly titled “References” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. Three (3) references for projects of a similar size scope and complexity that the Contractor has completed within the last one (1) year shall be outlined in this section. This document shall address the Contractor’s competence and expertise in projects of similar scope and size, along with experience delivering professional graphic design services for government, public agencies, or large organizations. Firms must provide a portfolio of samples demonstrating relevant design work.</p>	Points Based	20 (25% of Total)

4.	<b>Proficiency with ADA/Section 508 Accessibility Standards</b>  This document shall be clearly titled “Proficiency with ADA/Section 508 Accessibility Standards” on each page of the section. Each page shall also have the Contractor’s name and be numbered either as an individual section or as a part of the whole. This document shall demonstrate the Contractor’s competence and proficiency with Americans with Disabilities Act (ADA)/508 Accessibility Standards, as well as a description of the firm’s approach to accessibility standards.	Points Based	20 (25% of Total)
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## Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Price Proposal</b>  Price proposals shall include labor categories and hourly rates to be submitted on the financial proposal form within the document provided in Section 12. Vendor Questionnaire, Question 7.	Points Based	10 (100% of Total)

## Phase 3

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Presentations and Interviews</b>  After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, Contractor(s) may be required to clarify proposals by making individual presentations in an interview with the evaluation committee.	Points Based	10 (100% of Total)

## 10. SUBMISSION REQUIREMENTS

### 10.1. SUBMISSION OF RESPONSE

- A. Please be advised that hand-delivered solicitation responses will not be accepted as P&C has moved to online proposal submission via *OpenGov Procurement*. Registration information is available at <https://procurement.opengov.com/signup>. **PLEASE NOTE REGISTRATION TAKES A MINIMUM OF TWO BUSINESS DAYS.** Frederick County, Maryland is not responsible for inability to submit a response.
- B. Proposals shall be submitted electronically through the *OpenGov Procurement* website only.

C. NO LATE PROPOSAL SHALL BE ACCEPTED.

#### 10.2. PROPOSAL OPENING

- A. Proposal submissions are due on or before the due date and time indicated in the Pertinent Information section at the front of this document. Late proposals shall not be accepted, opened, considered or awarded. In the event that County administrative offices are closed or delayed the date that proposal submissions are due, the solicitation will be opened online the next business day at the same time indicated in the Pertinent Information section at the front of the document.
- B. Names of proposers will become available at the opening; however, no additional proposal information will be available. Indications that a Contractor has submitted do not reflect the responsiveness or responsibility of the Contractor and may not accurately reflect which proposals might be considered.
- C. Proposals will be opened via Microsoft Teams™.

Meeting Link:

<https://teams.microsoft.com/meet/260059274790474?p=8ZCmWIA5GSsm8coeK8> Meeting ID: 260 059 274 790 474 Passcode: kP3xS6yHDial in by Phone: 667-217-6643

Passcode: 282 123 654#

#### 10.3. INSTRUCTIONS

- 1. Proposals shall be submitted electronically through *OpenGov Procurement* at <https://procurement.opengov.com/portal/frederickcountymd/projects/264377>.
- 2. All submissions must be signed by an authorized officer or agent of the Contractor submitting the response shall be entered into *OpenGov Procurement* no later than the time and date indicated. Responses received after the time and date indicated will not be accepted or considered.
- 3. The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.
- 4. Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the Technical package.

5. If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to its meaning, or feels that the specifications are discriminatory, the Contractor shall notify P&C in writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. P&C will notify all Contractors of any changes, additions, or deletions to the specifications by Addenda posted on the **P&C website** (<http://frederickcountymd.gov/procurement>).
6. The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed and will be issued by P&C.
7. All proposals are to be submitted on and in accordance with the requirements of this solicitation. Pricing shall be submitted on the Pricing Pages. Additional supplementary documentation, when requested, shall be submitted on the Contractor's letterhead.
8. **TECHNICAL AND PRICE PROPOSALS SHALL BE SEPARATED WHEN SUBMITTING IN *OPENGOV* PROCUREMENT.**

#### **10.4. SUBMISSION OF PROPOSAL DOCUMENTS**

- A. Contractors are required to include the following documents, as well as any additional information required as stated in the solicitation, with its proposal:
  1. Technical Proposal:
    - Technical Proposal Signature Cover Page
    - Technical proposal consisting of the following items:
      - "Work Proposal" document.
      - "Qualifications of Contractor" document.
      - "References for Similar Projects" document.
        - Portfolio of samples demonstrating relevant design work.
      - "Proficiency with ADA/Section 508 Accessibility Standards" document.
    - Acknowledgement of Addenda
    - Contractor's Reference Information and Acknowledgment
    - Affidavit
    - Certifications of Compliance
    - Ability to provide insurance

- Redacted Version (if none is supplied, the original will be produced in response to future MPIA)

2. Price Proposal (uploaded separately from Technical Proposal):

- Price Proposal Page

2.

## 10.5. LITERATURE

Complete descriptive literature must be included with bid. Failure to do so shall be sufficient cause for rejection of the bid.

## 10.6. SAMPLES

- A. Contractors shall specify the product being proposal and shall supply a sample and sufficient data for each type of portfolio samples demonstrating relevant work being solicited. All samples shall be delivered before proposal due date and time. All packages shall be marked "Samples for the Procurement & Contracting Office" and each sample shall bear the name of the Contractor, item number, proposal number and shall be tagged or marked in a substantial manner. Failure to submit the required samples may be sufficient cause for rejection of the proposal.
- B. The County reserves the right to retain the sample(s) for testing purposes and will be free from any redress or claim on the part of the Contractor if any articles or materials are lost or destroyed. Upon notification by the County that a sample is available for return, it shall be removed within ten days or the County will not be responsible for its disposition.

## 11. INSURANCE REQUIREMENTS

### 11.1. Insurance Requirements

Work shall not commence for Frederick County, Maryland until evidence of all required coverage is approved by the Office of Risk Management.

**COMMERCIAL GENERAL LIABILITY** coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

**Frederick County, Maryland** must be added as an Additional Insured.

**MEDIA LIABILITY/ERRORS & OMISSIONS** coverage with minimum limits of:

\$1,000,000 per Occurrence and \$1,000,000 Aggregate

Media Liability coverage must indicate if it provides Occurrence or Claims Made coverage.

**PLEASE NOTE THE FOLLOWING:**

**A certificate of insurance showing these coverages must be provided to Frederick County Risk Management. The Certificate Holder must be:**

**Frederick County, Maryland**

**Risk Management**

**12 East Church Street**

**Frederick, Maryland 21701**

- A. If the County requires additional insured status, the blanket endorsement for such must be provided upon request.
- B. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
- C. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
- D. Required insurance must be maintained for the duration of the contract or business relationship.
- E. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
- F. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
- G. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Office of Risk Management.
- H. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

- J. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
- K. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.

## **12. VENDOR QUESTIONNAIRE**

### **1. Technical Proposal Signature Page\***

Please download the below documents, complete, and upload.

- [TECHNICAL PROPOSAL SIGNATUR...](#)

\*Response required

### **2. Acknowledgement of Addenda\***

Please download the below documents, complete, and upload.

- [ACKNOWLEDGEMENT OF ADDENDA.pdf](#)

\*Response required

### **3. Affidavit Form\***

Please download the below documents, complete, and upload.

- [AFFIDAVIT.pdf](#)

\*Response required

### **4. Two (2) Certifications of Compliance\***

Please download the below documents, complete, and upload.

- [TWO CERTIFICATIONS OF COMPL...](#)

\*Response required

### **5. Insurance Requirements\***

Please download the below documents, complete, and upload.

- [INSURANCE REQUIREMENTS.pdf](#)

\*Response required



**6. Technical Proposal from Vendor\***

\*Response required

**7. PRICE PROPOSAL\***

Please download the below documents, complete, and upload.

- [PRICE PROPOSAL.pdf](#)

\*Response required