

5. SECTION B - SCOPE OF SERVICES:

5.1. Background/Intent

- 5.1.1. Montgomery County's Department of Recreation ("REC") offers a variety of Aquatic programs, including a youth swim team. Swim team members are provided with a minimum of branded aquatic accessories but may be interested in purchasing a variety of branded aquatic apparel and accessories.
- 5.1.2. REC intends to contract with a company who can offer an online marketplace that will receive individual orders from the public, process payments, embroider or screenprint items, and ship to individuals.
- 5.1.3. A comprehensive and complete online marketplace is expected to provide high levels of data accuracy, integrity, and inventory. The marketplace must maintain high levels of operational efficiency and effectiveness. Offerors should highlight the customer service capabilities of the organization.

5.2. Scope of Services

- 5.2.1. The Contractor must be able to provide a fully functional public online marketplace to sell items designated by the County. The website must be able to accept individual orders, keep accurate inventory, provide customer service, allow for tracking of orders, offer multiple methods of shipping, and email status updates on purchased items.
 - 5.2.1.1. The Contractor's website must be ADA compliant.
 - 5.2.1.2. The Contractor must accept payments from Visa, MasterCard, American Express, Discover, PayPal, ApplePay, Google Pay and Venmo. Additional charges for use of these payment methods must not be added to item costs. The County may add/delete payment methods as new technology opportunities become available.
 - 5.2.1.3. The Contractor shall establish all required credit card merchant identification codes for credit cards as well a responsible for all credit card reconciliation, including credit card dispute research, resolution and payment for all associated credit card costs.
 - 5.2.1.4. Items listed on the site must be limited to items authorized by the County from vendors such as Arena, Speedo, and TYR. Items include but are not limited to the following:
 - 5.2.1.4.1. Swimsuits, including performance and tech models for both genders
 - 5.2.1.4.2. Goggles, including competition and kids
 - 5.2.1.4.3. Swim Caps, including latex and silicone
 - 5.2.1.4.4. Towels
 - 5.2.1.4.5. Sweatpants
 - 5.2.1.4.6. Sweatshirts
 - 5.2.1.4.7. Parkas
 - 5.2.1.4.8. Swim Bags, Backpacks, Mesh Bags, and Duffle Bags
 - 5.2.1.4.9. Kickboards
 - 5.2.1.4.10. Training Fins
 - 5.2.1.5. Prices of items must be below Manufacturer Retail Suggested Pricing.
 - 5.2.1.6. The Contractor must have a Customer Service phone number, chat, and/or email address that can be accessed for questions and concerns. Additionally, the website must list this information along with information regarding returns and exchanges, and shipping options.
 - 5.2.1.7. The Contractor must have a local address where clients can choose to pick up items in person.
 - 5.2.1.8. Vendor must satisfy the County's PCI compliance and SOC 2 security requirements as set forth in its PCI and NACHA Security Addendum (Attachment D). Prior to Contract execution, and during the entirety of the Contract Term, the proposed Vendor's solution is subject to the County's PCI compliance and SOC 2 security assessments.
- 5.2.2. The Contractor must either screenprint or embroider, as determined by the County, the swim team or County logo provided by the County on items selected by the public.

- 5.2.3. The Contractor must package and ship individual orders directly to the address provided by the order. Orders should be shipped within 3 business days. Shipping options should range between 1 day to 10 days and may include expedited delivery fees.
- 5.2.4. The Contractor must allow for returns and exchanges and must include the detailed policy on the website.

5.3. Contractor's Qualifications

- 5.3.1. The Contractor must maintain PCI compliance for all transactions.
- 5.3.2. The Contractor must have a main website that can be expanded to include the team marketplace.
- 5.3.3. The Contractor must be able to provide samples upon request by the County.

5.4. County's Responsibilities

- 5.4.1. The County must provide specific items, including model identification, sizes, and colors on a monthly basis.

5.5. Reports/Deliverables

- 5.5.1. The Contractor must provide a monthly sales report, including customer information, within 15 days after each month.

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 under the Contract begins on the Contract's effective date 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 (2) times for one (1) year each.

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. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's written score and its responsibility determination.
- 7.1.3. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.4. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.5. Upon approval of a recommended award to a proposed awardee(s), by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.6. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- 7.1.7. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.