

University of Maryland College Park



Request for Quotation (RFQ) No. R160068 Technology Staffing for the National Foreign Language Center (NFLC)

Issue Date:	<u>March 12, 2012</u>
Deadline for Questions:	<u>March 22, 2012 at 5:00 PM EDT</u>
Due Date:	<u>April 12, 2012 at 5:00 PM EDT (Local Time, College Park, MD)</u>

WARNING: Vendors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the RFQ or other communications can be sent to them. Vendors who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Vendors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Vendor's proposal unacceptable and subject to rejection. Questions and comments may be addressed to the point of contact identified in Section A-1, Item 9 of this document.

Table of Contents

Section A-1 - Solicitation / Contract Form	3
Section A-2 - Instructions, Conditions and Notices to Contractors.....	4
A - Issuing Office.....	4
B - Questions.....	4
C - Submission of Solicitations.....	4
D - Late Proposals.....	5
E - Amendments to the RFQ.....	5
F - Duration of Proposal Offer.....	6
G - Economy of Preparation	6
H - Unable to Propose.....	6
I - Public Information.....	6
J - Cancellation of the RFQ.....	6
K - Solicitation, Proposal, and Award.....	6
L - Formation of Agreement/Contract with Successful Contractor.....	6
 Section B - Pricing.....	7
1.0 - Evaluation	7
Attachment 1 – Proposal Price Form – Excel Pricing Sheet	
Section C - Description/Specifications/Statement of Work.....	8
1.0 - Background.....	8
2.0 - Objectives	8
3.0 - Citizenship and Clearance Requirements	11
4.0 - Indefinite Delivery Indefinite Quantity (IDIQ) Contract	11
5.0 - Functional Requirements and Features	12
6.0 - References/Past Performance	18
Section D – Contract Administration Data	21
1. - Roles of the University of Maryland Procurement Officer and Program Manager	21
2. - Invoicing	21
3. - Schedule of Payments.....	21
Section E - Special Contract Requirements.....	22
1. - Term of Contract.....	22
2. - Task Orders.....	22
3. - Parking	23
4. - Independent Contractor.....	23
5. - Insurance Requirements	23
6. - Indefinite Delivery/Indefinite Quantity (IDIQ) Contract	24
7. - Services Ordered and Delivered.....	24
Section F - University of Maryland Terms and Conditions	25
Section G - Evaluation Factors for Award	27
A - Acceptability of Quotations.....	27
B - References.....	27
C - Basis of Award	27
Section H - List of Attachments.....	28
Attachment C4- Federal Government Subcontract Provisions.	29
Attachment C5- Contract-Funded Affidavit for Debarment Certification	32

SECTION A-1 – SOLICITATION / CONTRACT FORM

1. CONTRACT NUMBER	2. SOLICITATION NUMBER RFQ #R160068	3. TYPE OF SOLICITATION Request for Quotation (RFQ)	4. DATE ISSUED 3/12/12	5. REQUISITION NUMBER R160068
6. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT AND SUPPLY 2113-R CHESAPEAKE BUILDING COLLEGE PARK, MARYLAND 20742			7. ADDRESS PROPOSAL TO University of Maryland Department of Procurement & Supply Attn.: RFQ Number R160068 2113-R Chesapeake Building College Park, Maryland 20742-3111	
SOLICITATION				
8. Quotations in original plus number of copies specified in Section A-2, Subsection C for furnishing the supplies or services in the Schedule will be received at the location specified in Item 7 (if no location is specified in Item 7, then the location specified in Item 6) until the date and time specified in Section A-2, Subsection C.				
CAUTION – LATE Submissions, Modifications, and Withdrawals; see Section A-2, Subsection E entitled "Late Quotations". All offers are subject to all terms and conditions contained in this solicitation.				
9. FOR INFORMATION CALL	A. NAME April D. Weimer, CPPB	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS aweimer@umd.edu
		AREA CODE 301	NUMBER 405-5848	
D. FAX NUMBER 301-314-9565				
OFFER (Must be fully completed by Contractor)				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within the time period specified in Section A-2, Subsection F, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.				
11. ACKNOWLEDGEMENT OF AMENDMENTS The Contractor acknowledges receipt of all amendments to the SOLICITATION.				
This contract incorporates the Solicitation/Request for Quotation and any amendments thereto, as well as Contractor's proposal and amendments thereto. In the event of a discrepancy between the terms of this contract, including amendments and modifications made thereto, and Contractor's proposal and amendments thereto, the discrepancy shall be resolved by giving precedence in the following order: a) This Contract, including the Solicitation/Request for Quotation and amendments and modifications made thereto b) Contractor's proposal, including amendments and modifications made to the proposal. This contract, including the documents incorporated by reference and any negotiated changes prior to contract award, contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or otherwise, between the parties.				
12. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR Elegant Enterprise Wide Solutions Inc. 25961 Hartwood Drive Chantilly, VA, 20152 FEI Number: 36-4468087		13. CONTRACTOR REMIT-TO ADDRESS Elegant Enterprise Wide Solutions Inc. 25961 Hartwood Drive Chantilly, VA, 20152		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Print or Type) Priyanka Arora, Sr. Program Manager
15. TELEPHONE NUMBER		16. SIGNATURE 		17. OFFER DATE Apr 19, 2012
AREA CODE 703	NUMBER 609-0215			
AWARD (To be completed by University)				
18. ACCEPTED AS TO ITEMS LABELED		19. AMOUNT		20. FRS ACCOUNT NUMBER
21. ADMINISTERED BY (If other than Item 6)				
22. NAME OF PROCUREMENT OFFICER (Type or Print)		23. UNIVERSITY OF MARYLAND (Signature of Procurement Officer)		24. AWARD DATE
IMPORTANT – Award will be made on this Form or by other authorized official written notice.				

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Section A-2 -- Instructions, Conditions and Notices to Contractors

Notice to Offerors

To ensure that your proposal complies with the University of Maryland's procurement regulations the following forms must be completed and submitted with your proposal:

1. Section A-1 – SOLICITATION / CONTRACT FORM (**2 copies must** be signed by a person with authority to bind your firm).
2. Section B, Pricing to include the Proposal Price Form Excel Pricing Sheet (Attachment 1).
3. Section C.6, References/Past Performance information.
4. Section H, List of Attachments to include Attachments C4 and C5.
5. Acknowledgement of all amendments issued (if any).
6. Proposal Envelope, Email or Fax Cover Sheet (including Express mail service envelopes) must be marked with the Request for Quotation number indicated on the cover page of this document.
7. Written confirmation that the offeror agrees to all the terms, conditions, and specifications in this Request for Quotation. The proposal must clearly specify in writing that the offeror agrees to all the terms, conditions, and specifications of the RFQ without exception.

Failure to submit any portion of these required documents may cause your proposal to be non-responsive and to be rejected.

Please direct any questions to the individual identified in Section A1, block #9.

A. ISSUING OFFICE

The sole point of contact at the University of Maryland, College Park (hereinafter "University" or "University of Maryland") for purposes of this Request for Quote (RFQ) is the Issuing Office. The location of the Issuing Office is contained in Section A-1, Item 6 of this document. Point of contact information is listed in Section A-1, Items 9(a) through 9(d) of this document.

B. QUESTIONS

Each vendor is responsible for reading carefully and understanding fully the terms and conditions of this RFQ. All contact between vendors and the University will be formally made at scheduled meetings or in writing through the Issuing Office. Requests for clarification or additional information must be made in writing to the Procurement Officer and received at the Issuing Office no later than March 22, 2012, by 5:00 PM EDT. Such requests should contain the following: **"QUESTIONS: RFQ #R160068"**. Only written communications relative to the procurement shall be considered. Hard copy, facsimile and electronic mail are acceptable methods for submission of questions. It is incumbent upon the Contractor to verify University receipt of their questions.

All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Vendors who are on record with the Procurement Officer as having received this RFQ. No oral communications can be relied upon for proposal purposes.

To the extent that a question causes a change to any part of this RFQ, an amendment shall be issued addressing such.

C. SUBMISSION OF SOLICITATIONS

Proposals must be (1) submitted in the format set forth herein, (2) made in the official name of the firm or individual under which Offeror's business is conducted (including the official business address), (3) signed by a person duly authorized to commit Offeror to the proposal, (4) submitted in envelopes

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

clearly marked with the assigned IFB number, and (5) addressed to the Procurement Coordinator identified in Section A-1, Item 9 and sent to the address shown in Section A-1, Item 7.

DUE TO THE LIMITED TIME AVAILABLE FOR THE SUBMISSION OF PROPOSALS, THE UNIVERSITY WILL ACCEPT PROPOSALS BY FACSIMILE (FAX) AND E-MAIL. PROPOSALS ARE TO BE SENT TO:

UNIVERSITY OF MARYLAND
PURCHASING DEPARTMENT
2116 CHESAPEAKE BUILDING
COLLEGE PARK, MD 20742
ATTN: **RFQ #R160068**
FACSIMILE (FAX) MACHINE: (301) 314-9565
E-MAIL ADDRESS: aweimer@umd.edu

BY **5:00 PM EDT (Local Time College Park, MD) ON April 12, 2012.** THE REQUIRED DOCUMENTS (per the NOTICE TO OFFERORS) MUST BE COMPLETED AND SIGNED. DESCRIPTIVE LITERATURE MUST BE DELIVERED TO THE DEPARTMENT OF PROCUREMENT AND SUPPLY WITH THE PROPOSAL.

FACSIMILE (FAX) AND/OR E-MAIL PROPOSALS MUST INCLUDE:

1. SPECIFIC REFERENCE TO REQUEST FOR QUOTATION NUMBER: **RFQ #R160068**
2. THE ITEMS, QUANTITIES, AND PRICES FOR ALL ITEMS AND SERVICES.
3. THE TIME AND PLACE OF DELIVERY OF THE PROPOSAL.
4. A STATEMENT THAT THE PROPOSAL AGREES TO ALL THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS REQUEST FOR QUOTATION.

The Offeror must complete Items 11, 12, 13, 14, 15, 16 and 17 of the Solicitation/Contract Form (Section A-1) of this document and include TWO signed originals. Failure to submit these signed documents may cause the proposal to be rejected, at the sole discretion of the University.

The Offeror must submit the original Proposal Price Form and copies of descriptive literature for all services quoted. The University reserves the right to photocopy additional copies of any or all parts of the proposal for the evaluation and selection process.

D. LATE PROPOSALS

Vendors mailing responses should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be considered late and shall not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal, late modification of a proposal is due to the action or inaction of the University. A record of the late proposal, request for withdrawal, modification of a proposal shall be made in the appropriate procurement file.

E. AMENDMENTS TO THE RFQ

If it becomes necessary to revise any part of this RFQ, notice of the revision will be given in the form of an amendment to Contractors who are on record with the Procurement Officer as having received this RFQ. All amendments shall become a part of this RFQ. Each Contractor must acknowledge

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

receipt of amendments, and the failure of a Contractor to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

F. DURATION OF PROPOSAL OFFER

Proposals shall be valid for a minimum of 90 days following the closing date of this RFQ. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

G. ECONOMY OF PREPARATION

Each response should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer and capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.

H. UNABLE TO PROPOSE

If vendor is unable or unwilling to submit a proposal in response to the requirements, please indicate such in writing to the Procurement Officer on or before the due date and include a brief explanation of the rationale for non-submission. Hard copy, facsimile and electronic mail are acceptable.

I. PUBLIC INFORMATION

There shall be no public opening of the Quotations. The names of Contractors will not be released until after award.

J. CANCELLATION OF THE RFQ

The University may cancel this RFQ, in whole or in part, or reject all Quotations submitted in response to the RFQ when such action is determined to be fiscally advantageous to the University and/or the State or otherwise in the best interest of the University and/or the State.

K. SOLICITATION, PROPOSAL, AND AWARD

This RFQ creates no obligation on the part of the University to award a contract or to compensate vendors for response preparation expenses. The University reserves the unilateral right to cancel this solicitation at any time and to accept or reject any and all responses, in whole or in part, received in response to this RFQ; the unilateral right to award a contract in whole or in part; to award a contract to one Contractor; to waive or permit cure of minor irregularities; and to conduct discussions with vendors in any manner necessary to serve the best interest of the University.

L. FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

This Contract shall also include any other forms or documents deemed necessary by the Procurement Coordinator. This RFQ and any resulting contract shall be governed by the University System of Maryland Procurement Policies and Procedures, and University of Maryland Procurement Policies and Procedures. These policies and procedures may be viewed at the following web site:

www.purchase.umd.edu. Click on this web site, then select the category "Policies and Procedures".

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Section B – Pricing

Firms shall submit their proposal for pricing on the attached price form. Using the enclosed form will help ensure consistency in the financial evaluation. The price form is to be completed in full and shall be incorporated herein. Price evaluation will be performed based on prices entered on the price form.

Price Proposal Requirements: Using the price form furnished by the University, the offeror shall quote an hourly rate for each labor category specified. This hourly rate shall be a firm-fixed-price for the entire term of this agreement. The labor rate shall reflect all tasks required under the Scope of Work as described within Section C of this document and shall be inclusive of all work and actions anticipated by the consultant to accomplish the established project tasks and objectives.

The number of hours is being provided on the Proposal Price Form is for evaluation purposes only, the actual number of hours utilized under this contract may vary. The University will not be held to a minimum or maximum number of hours allowed on this contract.

Prices on the Proposal Price Form submitted must be fully burdened labor rates and must include all associated costs including, but not limited to, costs such as travel, mark-up, overhead, administrative costs and profit.

The Statement of Work and Requirements are described in Section C of this document.

Payment Terms are Net 30 unless otherwise stated. Discounts for prompt payment will not be considered in the evaluation of proposals. However, any offered discounts will form a part of the award and will be taken if payment is made within the discount period indicated in the Contractors proposal.

1.0 EVALUATION

Award shall be made to the firm offering the most favorable price and solution as determined by the University in meeting the requirements set forth in this solicitation. The University reserves the right to award to one or multiple companies and to award by labor category, groups of labor categories or total proposal. It is permissible for offerors to limit their proposal to an all or none award provided that such is clearly stated on their proposal.

Any proposal which is materially unbalanced may be rejected. An unbalanced proposal is one that is based on prices that are, in the judgment of the procurement officer, may be significantly overstated for some items and may be understated for other items.

Price evaluation will be performed based on the Grand Total of the items listed on the Proposal Price Form. Worksheets for automated price quotation systems may be used to provide additional information, but price evaluation will be based on prices entered on the Proposal Price Form. If labor categories are different than what is specified herein the vendor must clearly indicate how their labor categories correspond to the labor categories required by the University. The University reserves the right to purchase services on an as needed as requested basis at the Contract Pricing indicated on the Proposal Price Form during the term of the contract.

Attachment 1 - Proposal Price Form- Excel Pricing Sheet

Blanks on the price form will be interpreted as zero (0) and no price will be allowed for that item

Section C – Description/Specifications/Statement of Work

1.0 BACKGROUND

The National Foreign Language Center is a research institute at the University of Maryland. The NFLC works to define current and future language needs of the nation and helps build capacity to meet those needs. Our mission is to be of service to:

- Policy makers at the federal, state, and local levels
- Foundations and non-governmental organizations (NGOs) with interest in language issues
- Educational leaders and teachers in our schools, colleges, and universities
- Language program managers in academe as well as in federal agencies
- Federal offices and agencies with language responsibilities
- The ethnic heritage communities in the United States, their leaders, school principals, and teachers
- Private sector enterprises needing and providing language personnel, services, and tools
- Foreign government language offices working in the United States

Through research, collaborations, consultations, and projects, the staff and the fellows of the NFLC are dedicated to improving the nation's ability to understand and communicate with people around the world and to manage the unprecedented flow of information resulting from globalization.

2.0 OBJECTIVES

The purpose of this RFQ is to solicit quotes from qualified vendors for short-term staffing services. This contract is intended to be a convenience contract for use by NFLC. Multiple vendors may be awarded the contract depending on their capabilities.

The Contractor should be able to provide temporary employees on an as needed basis for the following labor categories:

- **Javascript Engineer**
 - Builds and maintains the Center's client-side applications using Sencha's ExtJS Javascript framework.
 - A minimum of 2-3 years demonstrated experience.
- **Web Services Developer**
 - Builds and maintains the server-side API used by the client-side applications; develops the create, read, update, delete (CRUD) methods for resources using REST architecture, PHP and XML technologies.
 - A minimum of 2-3 years demonstrated experience.
- **Systems Analyst**
 - Gathers and documents requirements for new and existing software applications systems; develops technical design documentation and models alternative approaches; reviews implementation to ensure software requirements are met; participates in testing and monitoring issues discovered, troubleshoots, and follows through to resolution.
 - A minimum of 2-3 years demonstrated experience.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

- **Software Test Coordinator**
 - Develops test plans, cases, and scripts based on business requirements; conducts testing and analysis during multiple development cycles; documents issues and follows through to resolution; coordinates software testers, works with programmers to discover and resolve issues in software, including various tasks involving planning and conducting quality assurance testing.
 - A minimum of 2-3 years demonstrated experience.
- **Software Tester**
 - Executes manual software testing procedures and documents findings, assists in testing and resolving issues with software, among other related tasks.
 - A minimum of 2-3 years demonstrated experience.
- **Editor**
 - Edits and proofreads electronic and print materials and performs research and other tasks related to editing.
 - A minimum of 2-3 years demonstrated experience.
- **Instructional Designer**
 - Designs and develops curriculum using the ISD ADDIE model; produces course outlines, storyboards and other documentation as needed; performs research and works with others to flesh out content; adheres to Center-wide specifications and guidelines.
 - A minimum of 2-3 years demonstrated experience.
- **Audio Engineer**
 - Records, edits and delivers audio assets used for learning products.
 - Most of the audio is voice over only.
 - The Audio Engineer is responsible for sonic quality as well as the accuracy of the recording relative to the original script.
 - A minimum of 2-3 years demonstrated experience.
- **Graphic Designer**
 - Prepares visual presentations by designing art and copy layouts.
 - Final deliverables could include print, PDF, and ePub formats.
 - May be asked to produce illustrations or other graphics for websites or multimedia applications.
 - Familiarity with the Adobe Creative Suite is required.
 - A minimum of 2-3 years demonstrated experience.
- **Motion Graphics Artist**
 - Produces video content for delivery over the internet or on portable media.
 - Work may include green-screen compositing, titling, animating text, graphics elements or other elements.
 - Familiarity with the Adobe Creative Suite is required, including expert knowledge of After Effects.
 - A minimum of 2-3 years demonstrated experience.
- **Video Production Specialist**
 - Has skills in various facets of video production that may include lighting, grip, teleprompter, camera operation, and transcoding and ingest.
 - A minimum of 2-3 years demonstrated experience.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

- **Video Editor**
 - Edits video, generates full-res exports, and compresses for final delivery over the internet or on portable media.
 - A minimum of 2-3 years demonstrated experience.
- **3D Animator**
 - Designs, animates and renders 3D simulations and characters.
 - A minimum of 2-3 years demonstrated experience.
- **Web Designer**
 - Has expert knowledge of CMS applications, especially Drupal.
 - Has the ability to start with a basic installation, add and configure plug-ins, build or customize themes, and manage content.
 - A minimum of 2-3 years demonstrated experience.
- **Windows Systems Engineer**
 - Experience administering, supporting, securing, and maintaining, a multi-site Microsoft server infrastructure.
 - Can install upgrade, and troubleshoot Windows systems including W2K3 and W2K8 server Active Directory.
 - A minimum of 2-3 years demonstrated experience.
- **Citrix XenApp Engineer**
 - Experience designing, installing, upgrading, and troubleshooting a XenApp 6 farm.
 - A minimum of 2-3 years demonstrated experience.
- **Cisco Network Engineer**
 - Experienced Cisco engineer with hands on experience installing and configuring Cisco 3500, 4500 series switches.
 - Expert understanding of layer 2 protocol and vlans.
 - A minimum of 2-3 years demonstrated experience.
- **VMware Engineer**
 - Experience designing, installing, configuring VMware Vsphere 4.x and 5.x farm.
 - Experience designing, installing, configuring Site Recovery Manager
 - A minimum of 2-3 years demonstrated experience.
- **SharePoint Administrator\Developer**
 - Experience installing, configuring, maintaining, and upgrading SharePoint 2007 & 2010.
 - Create\Customize list, libraries, custom web parts.
 - A minimum of 2-3 years demonstrated experience.
- **UX/UI Developer**
 - Designs and implements highly performant and aesthetically beautiful user interfaces using client - side technologies.
 - A minimum of 2-3 years demonstrated experience.
- **Flash/Flex Developer**
 - Develops applications with Flash technologies (Flash, Flex, AIR) for the web and mobile.
 - A minimum of 2-3 years demonstrated experience.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

- **Mobile Developer**
 - Designs and develops native and web apps for mobile devices and tablets.
 - A minimum of 2-3 years demonstrated experience.
- **Game Developer**
 - Designs and develops highly interactive, 3D, immersive games and simulations for training purposes
 - A minimum of 2-3 years demonstrated experience.
- **Usability Engineer**
 - Conducts user research, performs usability inspections and testing, and reports findings to team at various stages of the design and development cycle
 - A minimum of 2-3 years demonstrated experience.
- **Flash Animator**
 - Creates graphics, illustrations, and animations to support various projects.
 - A minimum of 2-3 years demonstrated experience.

3.0 CITIZENSHIP REQUIREMENTS FOR JAVASCRIPT ENGINEER AND WEB SERVICES DEVELOPER ONLY:

The citizenship requirement applies ONLY to the Javascript Engineer and the Web Services Developer positions. All the other positions listed do not need to fulfill the citizenship requirement. Temporary Staff under this contract fulfilling the role of Javascript Engineer or Web Services Developer must be able to meet the following requirements for U.S. Citizenship. Under the existing NFLC contract requirements with its government sponsor only U.S. citizens are eligible to work on NFLC projects for these specific positions. Appropriate documentation confirming citizenship status will be required for all temporary staff.

Required documentation confirming U.S. Citizenship status:

- Must pass NFLC security screening, which will include the submission of the prospective temporary staff member's full name, SSN, DOB, POB, and proof of citizenship if naturalized to the NFLC.

4.0 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an indefinite quantity/indefinite delivery (IDIQ) contract. All quantities provided in the RFQ for services are FOR EVALUATION PURPOSES ONLY and do not represent any known quantity of hours. Offerors are to propose prices they can support at any quantity. The University does not guarantee any minimum or maximum utilization of Contractor staffing services on a daily, weekly, monthly, or annual basis.

Tasks under this contract shall be issued as Master Orders for individual orders that are \$5,000.00 or above and as Small Procurement Orders for individual orders that are below \$5,000.00.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

5.0 FUNCTIONAL REQUIREMENT AND FEATURES

In the Vendor's Technical response, the Vendor shall include a copy of the following matrix, filling out the columns (1) "Response Code" employing the Response Codes noted below defining compliance with the requirement, and (2) "Respondent Comments", explaining how the Vendor's solution meets the requirement. If additional space is required for attachments, etc, that information is to be provided in the appropriate space in the matrix (i.e. see Attachment I, etc) and the attachment is to refer to the section in the matrix to which it applies.

Vendor Response Codes:

- E = Your Proposal exceeds the stated Requirement. Provide a detailed explanation
- F = Your Proposal fully complies with the stated requirement.
- P = Your Proposal partially complies with the stated requirement. Provide a detailed explanation.
- N = Your Proposal does not comply with the stated requirement.

UMCP Priority Codes:

M = Mandatory

D = Desirable Requirement

/C = Vendor must confirm agreement to this requirement (i.e.: M/C is Mandatory Requirement, n confirm with one of the above Vendor Response codes)

/E = Vendor must explain how their solution meets this requirement (i.e.: M/E is Mandatory Requirement, confirm with one of the Vendor Response codes and provide an explanation)

5.1 NFLC STAFFING REQUIREMENTS

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
A.	Contractor must provide NFLC with qualified candidates for temporary staff positions needed by NFLC. Attach a list of standard job titles offered and detail related qualifications. This must be in accordance with the labor categories defined on the Proposal Price Form and in Section C.2. If labor categories are different than what is specified herein the vendor must clearly indicate how their labor categories correspond to the labor categories required by the University.	M/E	<u>F</u>	Explain: As per Attachment A

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
B.	The Contractor must have a selection process to ensure the temporary employees proposed for assignments meet the qualifications as presented in this RFQ and are capable of handling duties assigned. Describe selection process used to assure skill set, employment history checks, background investigations, etc.	M/E	<u>E</u>	Explain: As per Attachment B
C.	Contractors must provide resumes that include the employees' qualifications and evidence of reference checks and other screening results (i.e., background checks) for temporary staff candidates via e-mail or fax for the University's review and final approval prior to staff placement. This shall include the citizenship related information as specified in Section C.3. NFLC will review the proposed employees' resumes and qualifications prior to accepting any assignment. NFLC reserves the right to reject proposed staff based on this review.	M/E	<u>E</u>	Explain: We acknowledge, understand and comply with this requirement
D.	Contractor must offer solutions to minimize the time needed to fill temporary staff requests from NFLC, even for specialized positions. Describe the length of time needed for placement and selection practices.	M/E	<u>E</u>	Explain: <u>We acknowledge, understand and comply with this requirement</u> After receiving task order, we need 24-48 hours to fulfill temporary Staff Requests from NFLC
E.	The Contractor must provide a selection of suitable temporary employees as soon as possible but no later than 10 business days after receiving a request for placement of temporary staff at NFLC. No later than 10 business days the Contractor must either advise NFLC of the non-availability of personnel or provide the resume of the temporary staff candidates available for placement.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
F.	Contractor cannot require minimum and maximum assignment lengths.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
G.	When possible, the University will provide advance notice of the specific temporary staffing need; however, Contractors should maintain a pool of candidates to address immediate needs.	D/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
H.	Contractor provided temporary staff may be required to participate in orientation training at the University prior to starting at the job site.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
I.	Contractor provided temporary staff will have reasonable and free access to use only those resources and facilities that are necessary to perform their work assignment.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
J.	Contractor employees must comply with all applicable University of Maryland policies and procedures, which are available at http://www.president.umd.edu/policies/ . Contractors must ensure that Contractor Employees are aware of relevant University policies.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
K.	The University shall have the right, at any time, to refuse or determine unacceptable any temporary staff personnel provided by the Contractor. The University will not pay for hours worked by unqualified staff.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
L.	The University has the right to terminate a Contractor temporary staff placement at any time without penalty.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
M.	Contractor must provide advance written notice (at least 3 business days) if a Contractor placed temporary staff will be ending their assignment prior to the specified assignment end date.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
N.	The Contractor shall provide a substitute in the event of either the planned or unplanned absence of an assigned temporary employee. NFLC will review the substitute's resume, qualifications and reference	M/E	<u>E</u>	Explain: We acknowledge, understand and comply with this requirement

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
	checks, and may reject the employee based on this review.			
O.	The Contractor must confirm their ability to provide temporary staff fulfilling the role of Javascript Engineer or Web Services Developer that meet the requirement for U.S. Citizenship in all labor categories offered.	M/E	<u>E</u>	Explain: We acknowledge, understand and comply with this requirement. We also confirm that we are fully capable of providing temporary staff to fulfill the role of JavaScript Engineer or Web Services Developer that meet the requirement for U.S. Citizenship in all labor categories offered

5.2 CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
A.	The University must be able to contact the Contractor's designated representative(s) via email and telephone during normal University business hours. (Monday-Friday, 8 a.m. to 5 p.m.).	M/E	<u>E</u>	Explain: University can contact following representative of Elegant Solutions': Priyanka Arora, Sr. Program Manager Phone: 703-609-0215 Email: parora@elegantsolutions.us
B.	All Contractor placed temporary staff are employees of the Contractor. The Contractor is responsible for all payroll, taxes, worker's compensation, insurance, and any other Federal and State requirements for temporary personnel.	M/E	<u>E</u>	Explain: We acknowledge, understand and comply with this requirement

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
C.	The University is not a joint employer of the Contractor placed temporary staff. The University is not liable, either jointly or severally, for violations of the Fair Labor Standards Act (FLSA). Specifically, the Contractor must determine the FLSA status (exempt or nonexempt) of their employees, track the total number of hours actually worked for all employers in the work week, calculate and pay their employees' wages (including overtime and benefits), and maintain FLSA-required records for their employees.	M/C	<u>F</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
D.	The Contractor should provide temporary employee timesheets for NFLC review and approval once a week on Friday. Contractor's invoice will not be paid without a properly completed and submitted NFLC timesheet.	M/E	<u>F</u>	Explain: We acknowledge, understand and comply with this requirement
E.	The Contractor shall serve as the point of contact between NFLC and the temporary employee for performance and attendance issues.	M/E	<u>F</u>	Explain: We acknowledge, understand and comply with this requirement
F.	The University reserves the right to extend a job offer to any Contractor placed temporary staff without a fee requirement provided at least 30 days have been worked at the University by said temporary staff.	M/C	<u>F</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

5.3 BILLING REQUIREMENTS

Item	<u>Description</u>	<u>Priority</u>	<u>Response Code</u>	<u>Respondent Comments</u>
A	The Contractor must not charge for, and the University will not pay for, hours that were not actually worked by the temporary staff.	M/C	<u>E</u>	Confirm: <input checked="" type="checkbox"/> Yes/ <input type="checkbox"/> No
B	<p>Contractor must provide NFLC with a written (hard copy) invoice submitted bi-weekly. At minimum, the invoice must include the following:</p> <p>Contractor temporary staff information: Billing period week ending date Name of individual Labor Category Number of hours worked Hourly rate for labor category Total billed for individual Invoice grand total</p> <p>In the Contractor technical response, provide samples of Contractor invoices.</p> <p>See Section D.2. below for additional administrative requirements for submission of an invoice.</p>	M/E	<u>E</u>	Explain: We acknowledge, understand and comply with this requirement
C	It is mandatory that invoices be submitted via e-mail to: nchoi@umd.edu and to tkhan@nflc.org bi-weekly. All information required in 5.3.B. must be provided via e-mail.	M/E	<u>E</u>	Explain: We acknowledge, understand and comply with this requirement

6.0 REFERENCES/PAST PERFORMANCE

The consultants must have experience performing the required project tasks with an institution of higher education, military base, or municipality of comparable type, size, or complexity to the facilities involved in this project.

Contractors must provide references as specified herein. Cited references must be able to confirm, without reservation, the Contractor's ability to perform as mandated in this solicitation. The University will rely on references to evaluate the proposal.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Contractor or the Contractor's subcontractors, to contact independent consulting firms for additional information about the Contractor or the Contractor's subcontractors, and to visit any or all of the reference sites for demonstrations.

6.1. Active References.

Each proposing contractor must provide at least two (2) and preferably a minimum of three (3) ACTIVE references and ancillary information on the Vendor Reference Forms provided in this RFQ denoting Clients for Active Contracts within the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this RFQ, however, References must be able to demonstrate the contractor's capability to perform the requirements of this RFQ. ***Note: The contractor's references MUST demonstrate the size and scope of each reference provided.***

6.1.1 ACTIVE CONTRACT REFERENCE 1	
Name of Client:	DHA, Inc. (End Client - FBI)
Name of Contact:	Sonia Khaira
Address:	2011 Crystal Drive, Suite 400, Arlington, VA 22202
Phone Number:	412-952-6632
E-Mail Address:	sonia.khaira@gmail.com
Annual Dollar Value of Contract:	\$108,000.00
Start Date:	Jun 2011
Completion Date:	Present
Description of Service	PMO/ Oracle SME Support for Provisioning and Access Control
Justification of Similar Size and Scope	Performing services similar to the required in this RFP

6.1.2 ACTIVE CONTRACT REFERENCE 2	
Name of Client:	Opprtunum
Name of Contact:	Ron Stead
Address:	20716 Rock Harbor Circle Ashburn, VA 20147
Phone Number:	703-608-2359
E-Mail Address:	ronstead47@gmail.com
Annual Dollar Value of Contract:	\$42,940.00

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Start Date:	Jan 2011
Completion Date:	Present
Description of Service	Web based application development - Supporting team of programmers through creation of site framework, Master page design, implemented Ajax tools. Developing ASP.NET/VB.NET web applications for intranet and Internet and managed Content Management System.
Justification of Similar Size and Scope	Performing services similar to the required in this RFP

<u>6.1.3 ACTIVE CONTRACT REFERENCE 3</u>	
Name of Client:	
Name of Contact:	
Address:	
Phone Number:	
E-Mail Address:	
Annual Dollar Value of Contract:	
Start Date:	
Completion Date:	
Description of Service	
Justification of Similar Size and Scope	

6.2. Inactive References

Each proposing contractor must provide at least one (1) and preferably a minimum of two (2) INACTIVE references and ancillary information on the Vendor Reference Forms provided in this RFQ denoting Clients for Inactive Contracts within the last three (3) years, preferably similar in size, scope and complexity as the requirements defined in this RFQ. References must be able to demonstrate the contractor's capability to perform the requirements of this RFQ. ***Note: The contractor's references MUST demonstrate the size and scope of each reference provided.***

<u>6.2.1. INACTIVE CONTRACT REFERENCE 1</u>	
Name of Client:	TransTech
Name of Contact:	Parth Bhatt
Address:	5520 Adamstown Road Adamstown MD 21710
Phone Number:	571-212-2050
E-Mail Address:	parthb@hotmail.com
Annual Dollar Value of Contract:	\$83,315.00
Start Date:	May 2005
Completion Date:	Aug 2005
Description of Service	Oracle Based Database Development - TransTech (now acquired by Mantech international) included Elegant as a subcontractor to support CHRIS Personal management systems at US General Services Administration (GSA).

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

	This was executed using Oracle e-business suite and its database was significantly modified to accommodate customizations in functionality. Elegant staff was involved in creating Database level procedures and packages to expose functionality in the database tier
Justification of Similar Size and Scope	Performed services similar to required in this RFP
Justification for Inactivity	Completion of Project

6.2.2. INACTIVE CONTRACT REFERENCE 2	
Name of Client:	Intelligent Decisions, Inc. (End Client - Department of Homeland Security)
Name of Contact:	James Rautner
Address:	21445 Beaumeade Circle Ashburn, VA 20147
Phone Number:	703-554-1683
E-Mail Address	jrautner@intelligent.net
Annual Dollar Value of Contract:	\$418,203.00
Start Date:	Feb 2009
Completion Date:	Sep 2011
Description of Service	Specialized Oracle Fusion Middleware/SOA Suite/Data Warehousing, Database management, e-Business suite ADF Consulting
Justification of Similar Size and Scope	Performed services similar to required in this RFP
Justification for Inactivity	Completion of Project

Section D - Contract Administration Data

1. Roles of the University of Maryland Procurement Officer and Program Manager

The Procurement Officer is the University of Maryland's authorized representative for all pre-contract matters related to this contract. Additionally, throughout the duration of the contract, the Procurement Officer shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing or any other sections.

The University of Maryland Program Manager (Taimur Khan at 301-405-9822) and designated staff shall be the principal interface on behalf of the University of Maryland for post-award technical matters. The Program Manager and designated staff shall have no authority to modify any provisions of this contract.

2. Invoicing

The Contractor shall provide the following invoicing services. Invoices shall reflect the price structure spelled out in Section B and Attachment 1.

Throughout the duration of any resultant contract, the Contractor shall provide one paper copy of each invoice. The paper invoice must contain the following minimum information:

- a. Invoice Number
- b. Invoice Date
- c. The word ORIGINAL printed on the original copy of the document.
- d. The full company or corporate name and address; payment address if it differs from corporate address.
- e. The full nine (9) digit Federal Tax Identification number (for U.S. Contractors only) or Social Security Number.
- f. Purchase order number and/or contract number.

Direct invoices to the following address:

University of Maryland
National Foreign Language Center (NFLC)
Attn: Novy Choi 301-405-9848
5700 Rivertech Court, Suite 250
Riverdale, MD 20737

Any invoice that is unclear, illegible or does not conform to these specific requirements shall be returned to the Contractor for re-issuance.

3. Schedule of Payments

Payments are to be Net 30 after receipt of Invoice by the University. Invoices shall be issued on a bi-weekly basis as work is being completed.

Section E - Special Contract Requirements

1. **Term of Contract**

The contract term shall commence on the date the contract is signed on behalf of the University or such later date as the University directs. The contract term shall terminate one (1) year after the commencement date unless extended or sooner terminated in accordance with the contract.

At the sole option of the University, the contract may be renewed for up to two (2) additional separately exercisable one-year terms under the same terms and conditions, with prices as quoted in Section B and accepted by the University of Maryland. Rates shall be firm during each contract year. Rate increase(s), if any, for subsequent annual renewals shall not exceed the Consumer Price Index (CPI) for all items For All Urban Consumers as published by the Bureau of Labor Statistics, March figure for the preceding 12 months or 2% whichever is less. Requests for rate increases shall be made in writing by the vendor to the Department of Procurement and Supply within a minimum of thirty (30) days prior to the contract renewal date.

The total amount of the contract is not to exceed \$100,000.00 during the entire term of the contract without prior authorization from the University of Maryland, Department of Procurement. Any expenses incurred above the not-to-exceed amount will be incurred at the vendors risk until approval is received.

The University reserves the right to terminate the contract if a Contractor provides three unqualified staff during any 30-day period during the contract term.

2. **Task Orders**

The NFLC Program Manager or designated staff will notify the Contractor with a written scope of work for temporary employee assignments as requirements arise. Each request for assignment scope of work will include the following information:

- Place of work
- Scope of Work to include a summary of duties and required labor categories
- Assignment start date
- Estimated assignment end date
- Daily work schedule hours
- NFLC point of contact

Based on the written scope of work, the Contractor will provide to the University a written not-to-exceed fee proposal for the specific task. This not-to-exceed fee must include resume(s), along with the associated hourly rate, for each candidate. The hourly rate must be at or below the contractor's approved labor rate for the contract for the specified category. Rates below the approved contract rate are acceptable if appropriate for the scope and requirements of an individual assignment. The labor rate offered in a fee proposal shall never exceed the approved contract rate.

Upon University review and approval of the fee proposal, a notice-to-proceed task order will be issued to the Contractor. These task orders shall be issued by Procurement as Master Order Task Orders for individual task orders that exceed \$5,000.00 or issued by NFLC as Small Procurement Orders for individual orders that are below \$5,000.00.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Fees for reimbursable expenses such as mileage, parking, and other reimbursable supply and travel expenses shall not be allowed for this contract.

3. Parking

If at any time Contractor shall be on the premises of the University of Maryland, then Contractor is responsible for acquiring a valid University of Maryland parking permit, obeying all parking regulations, and paying all fines assessed for violations of parking regulations. Contractor is responsible for ensuring this clause is included in Contractor's agreements with subcontractors. Parking is provided ONLY at the NFLC facility and it is contingent upon attaining the approved visit request prior to coming to the NFLC offices located at 5700 Rivertech Court.

4. Independent Contractor

It is understood and agreed that the temporary staff provided under this contract are independent contractors and not an employees of the University. The University will not withhold income taxes, social security or any other sums from the payments made to the Contractor herein. The Contractor shall in no way hold himself out to any third person as an agent of the University. All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including making contributions when required by law.

5. Insurance Requirements

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The amounts of insurance coverage specified below shall be the minimum amount of available insurance to satisfy claims; a policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

- a. Commercial General Liability Insurance including all extensions-
\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregated
- b. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland. Contractors that do not maintain an office in Maryland are to provide Workmen's Compensation Insurance and Unemployment Insurance to the levels required by the laws of the State where they conduct their business.
- c. Professional Liability Insurance- not applicable.
- d. Automotive Insurance- not applicable.

All policies for liability protection, bodily injury or property damage must specifically and expressly name the University System of Maryland as an insured with respect to

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

operations under the contract and premises occupied by the Contractor. With respect to the Contractor's liability for bodily injury or property damage under the items above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

Each insurance policy shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the Procurement Officer in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice must always be furnished. The requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

All required insurance coverages must be acquired from insurers registered to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

Upon notification of intent to award the prospective awardee must return a valid Certificate of Insurance to the University of Maryland, College Park.

6. Indefinite Delivery/Indefinite Quantity (IDIQ) Contract

Under this IDIQ contract, Contractor shall be paid **only** for services contracted, via orders placed by authorized individuals, at the pricing structure contained herein. The price discount structure in the pricing sheet (Attachment 1) shall apply to all services.

7. Services Ordered and Delivered

The contractor is authorized to provide only those Services covered by the contract and specifically identified via orders placed by authorized individuals. If a review of orders placed by the Contractor reveals that Services other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Procurement Officer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract/renewal.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Section F - University of Maryland Terms and Conditions

Request For Quotation Terms and Conditions

1. Proposals containing terms and conditions contrary to the University of Maryland's terms and conditions or taking exception to any of the terms and conditions in this Request For Quotation may be considered non-responsive and your quote may be rejected.
2. Proposals on comparable services are invited. Minor deviations in operational characteristics from those set forth in this Request For Quotation (RFQ) will be considered when such deviations do not alter nor deter the users from accomplishing its intended services. If the services offered does not meet specifications in a minor way, the offeror must clearly indicate in writing where the services deviate from the specifications. The offeror must also explain how their services accomplish the desired functions as outlined in this RFQ. **Each Proposal must include ONE (1) sets of descriptive and technical literature for the alternate services offered.** Offerors who do not comply with this request may not have their proposal considered for award.
3. Time is of the essence. Be specific when quoting proposed delivery of services. Delivery may be a factor considered in making the award.
4. By submitting this Proposal, offeror agrees that all prices are valid for 90 days from the date of University receipt of the proposal.
5. Minority Business Enterprises are encouraged to respond to this solicitation.
6. Basis of Award. The award of this contract will be made to the firm offering the most favorable price and solution as determined by the University in meeting the requirements set forth in this solicitation.

Purchase Order Terms and Conditions

1. Maryland Law Prevails. The laws of Maryland shall govern interpretation and enforcement of this Purchase Order.
2. Termination for Convenience: The University may terminate this Purchase Order, in whole or in part, without showing cause upon prior written notice to the contractor specifying the extent and the effective date of the termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policies and Procedures.
3. Changes. This Purchase Order may be modified with the consent of both parties. Modifications may not change significantly the scope of the Purchase Order.
4. Contractor's Invoices. Contractor agrees to include on the face of all invoices billed to the University, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order document is issued, the Purchase Order Number must be included. Contractor shall send a separate invoice, in triplicate, for this purchase order.
5. Incorporation by Reference. All terms and conditions of the solicitation, and any changes thereto, are made a part of this purchase order.
6. Tax Exemption. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a purchase order, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
7. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation (if applicable).
8. Delivery. Delivery shall be made in accordance with the solicitation specifications. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrance, from any cause whatsoever, during the progress of any portion of the work specified in this purchase order.
9. Acceptance of Goods and/or Services The materials listed in the bid or proposal shall be delivered FOB Destination to the point or points specified on this purchase order. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
10. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the purchase order, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the purchase order and the Contractor is not entitled to recover

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland (USM) Procurement Policies and Procedures.

11. Disputes. This purchase order shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the purchase order in accordance with the procurement officer's decision.

12. Multi-Year Purchase Orders. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this purchase order shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

13. Intellectual Property. Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this purchase order.

14. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this purchase order or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

15. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Purchase Order for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

16. Equal Employment Opportunity. The Contractor warrants that the contractor shall comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

17. Rights to Inventions Made Under a Purchase Order or Agreement. If federally funded, any inventions created by the contractor in performance of this purchase order's experimental, developmental, or research work, if applicable, will become the property of the Federal Government and the University of Maryland in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Purchase Orders and Cooperative Agreements", and any implementing regulations issued by the awarding agency. With respect to any subject invention in which the Contractor retains title, the Federal Government and the University shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice on behalf of the United States the subject invention throughout the world.

18. Compensation. Contractor shall be paid only for items or services that are specifically named in this purchase order. No additional costs for items or services will be paid by the University without its prior express written consent.

19. Payment of University Obligations. Payments to the Contractor pursuant to this Purchase Order shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Section G - Evaluation Factors for Award

A. ACCEPTABILITY OF QUOTATIONS:

The Procurement Officer shall determine which vendors have met the basic requirements of the RFQ. Failure to comply with any mandatory requirements will normally disqualify a contractor's response. The Procurement Officer shall have the sole authority to determine whether any deviation from the requirements of this RFQ is substantial in nature. The Procurement Officer may waive or permit to be cured minor irregularities or minor informalities in Quotations that are immaterial or inconsequential in nature, whenever it is determined to be in the University's best interest. In addition, the Procurement Officer may reject in whole or in part any and all Quotations if such is in the University's interest, and may reject Quotations that are outside the competitive range financially, without performing a technical evaluation. The University may accept other than the lowest priced offer. The Procurement Officer may conduct discussions with vendors in any manner deemed necessary to best serve the interests of the University. The University reserves the right to make an award to more than one contractor or to split an award among contractors.

B. REFERENCES:

Vendors must provide references as specified herein. Cited references must be able to confirm, without reservation, the Contractor's ability to perform as specified in this solicitation. The University will rely on references to evaluate the proposal. Vendors shall provide at least two (2) active and one (1) inactive examples of projects of similar or relevant scope and size, which demonstrate their ability to perform responsibly.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Contractor or the Contractor's subcontractors, to contact independent consulting firms for additional information about the Contractor or the Contractor's subcontractors, and to visit any or all of the reference sites for demonstrations.

C. BASIS OF AWARD:

The award of this contract will be made to the firm offering the most favorable price and solution as determined by the University in meeting the requirements set forth in this solicitation.

The criteria that will be used for the technical evaluation of proposals for this procurement are listed below in decreasing order of importance.

1. Mandatory Requirements as indicated in Section 5.
2. Highly Desirable/Desirable Requirements as indicated in Section 5.
3. Past Performance/Prior experience (References), cited references must be able to confirm, without reservation, the Contractor's ability to perform as mandated in this solicitation. UMD will rely on references to evaluate the proposal. (Past experience of provider, experience working in a Higher Education setting, etc.) References/past performance. We require a minimum of three references, and reserve the right to check additional references.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

Section H - List of Attachments

The below requirements are incorporated herein.

ATTACHMENT C4 – University of Maryland, College Park Federal Government Subcontract Provisions.

ATTACHMENT C5– Contract-Funded Affidavit for Debarment Certification.

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

ATTACHMENT C4

Sponsored Programs Guidelines
Version 11 07/01/08

UNIVERSITY OF MARYLAND, COLLEGE PARK FEDERAL GOVERNMENT SUBCONTRACT PROVISIONS

The order to be awarded will be a subcontract under a U.S. Government Prime Contract and the applicable subcontract clauses listed below are incorporated into and form a part of the terms and conditions of this award. In the event of any conflict between these terms and conditions and any other provisions of the award, these terms and conditions shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulation (FAR) and Department of Defense FAR are incorporated herein by reference. For purposes of this award, in the following clauses, the term "contract" shall mean the resulting award/s; the term "contractor" shall mean "seller"; and the term "Government" and "Contracting Officer" shall mean the "University of Maryland" and the "Director of Procurement and Supply" respectively. The University reserves all administrative, contractual, and legal remedies against the contractor who breaches any of the contract terms.

<u>Citation and Clause Title</u>	<u>Latest Clause Revision</u>	<u>Excepted Subcontracts</u>
52.203-6, Restrictions on Subcontractor Sales to the Government	Jul 95	Subcontracts that are \$100,000 or under
52.203-7, Anti-Kickback Procedures except subparagraph c (1)	Jul 95	Subcontracts that are \$100,000 or under
52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 91	Subcontracts that are \$100,000 or under
52.203-12, Limitation on Payments to Influence Certain Federal Transactions	Jun 97	Subcontracts that are \$100,000 or under
52.204-2, Security Requirements	Aug 96	Subcontracts involving no access to classified information
52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 95	Subcontracts that are (1) under \$25,000; (2) below first-tier subcontract level
52.211-15, Defense Priority and Allocation Requirements	Sep 90	Subcontracts issued under contracts that are not rated orders
52.214-26, Audit and Records – Sealed Bidding	Oct 97	Subcontracts that will be under the threshold for cost or pricing data submission (FAR 15.403-4)
52.214-28, Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding	Oct 97	Subcontracts that will be under the threshold for cost or pricing data submission (FAR 15.403-4)
52.215-2, Audit and Records – Negotiation	Jun 99	Subcontracts that are \$100,000 or under
52.215-10, Price Reduction for Defective Cost or Pricing Data	Oct 97	Subcontracts that will not require cost or pricing data
52.215-10, Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 97	Subcontracts that will be under the threshold for cost or pricing data submission (FAR 15.403-4)
52.215-12, Subcontractor Cost or Pricing Data	Oct 97	Subcontracts that will not require cost or pricing data under paragraph (a) of the clause
52.215-13, Subcontractor Cost or Pricing Data – Modifications	Oct 97	Subcontracts that will be under the threshold for cost or pricing data submission (FAR 15.403-4)
52.215-14, Integrity of Unit Prices (except paragraph (b))	Oct 97	Subcontracts below \$100,000; construction or architect engineer services, utility services or services where supplies are not required; commercial items; petroleum products.
52.215-15, Pension Adjustments and Asset Revisions	Dec 98	See FAR 15.408(g)
52.215-18, Reversion of Adjustment of Plans for Post-retirement Benefits (PRB) Other Than Pensions	Oct 97	See FAR 15.408(j)
52.215-19, Notification of Ownership Changes	Oct 97	See FAR 15.508(k)

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

52.219-8, Utilization of Small, Small Disadvantaged, and Women – Owned Small Business Concerns	Oct 00	Subcontracts with small businesses or with large businesses whose subcontract does not offer further subcontracting opportunities
52.219-9, Small Business Subcontracting Plan	Oct 00	See FAR 19.708(b)
52.222-1, Notice to the Government of Labor Disputes	Feb 97	Subcontracts not subject to potential labor disputes that would delay prime contract performance
52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation (paragraphs (a) through (e). Note: Subcontractor is required to include these provisions in any lower-tier subcontracts	Jul 95	Subcontracts that are \$100,000 or under
52.222-6, Davis-Bacon Act	Feb 95	Subcontracts that are not for construction within the United States; subcontracts that are for construction but have a value of \$2,000 or less
52.222-20, Walsh-Healey Public Contracts Act	Dec 96	Subcontracts that are \$10,000 or under
52.222-21, Prohibition of Segregated Facilities	Feb 99	Subcontracts that do not include the Equal Opportunity clause
52.222-22, Previous Contracts and Compliance Reports	Feb 99	Subcontracts that do not include the Equal Opportunity clause
52.222-26, Equal Opportunity	Feb 99	Subcontracts not subject to Department of Labor regulations issued under EO 11246
52.222-24, Pre-award on-site Equal Opportunity Compliance Evaluation	Feb 99	Subcontracts under \$10 million
52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 98	Subcontracts under \$10,000 or those exempted by the Secretary of Labor
52.222-36, Affirmative Action for Workers with Disabilities	Jun 98	Subcontracts under \$10,000 or those exempted by the Secretary of Labor
52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 99	Subcontracts under \$10,000 or those exempted by the Secretary of Labor
52.222-41, Service Contract Act of 1965, as Amended	May 89	Subcontracts that do not involve services, are under \$2,500, or are otherwise not subject to the terms of the Service Contract Act
52.223-3, Hazardous Material Identification and Material Safety Data	Jan 97	Subcontracts that do not require the delivery of hazardous materials
52.223-7, Notice of Radioactive Materials	Jan 97	Subcontracts that do not involve radioactive materials or do not meet the criteria of paragraph (a) of the clause
52.223-13, Certification of Toxic Chemical Release Reporting	Oct 96	Subcontracts that are \$100,000 or under; subcontracts for acquisition of commercial items as defined in FAR Part 2
52.223-14, Toxic Chemical Release Reporting (except paragraph (e))	Oct 96	Subcontracts that are \$100,000 or under; subcontracts for acquisition of commercial items as defined in FAR Part 2
52.224-2, Privacy Act	Apr 84	Subcontracts that do not require the design, development or operation of a system of records on individuals
52.225-1, Buy American Act – Balance of Payments Program – Supplies	Feb 00	Subcontracts that do not involve the acquisition of supplies
52.225-2, Buy American Act – Balance of Payments Program Certificate	Feb 00	Subcontracts that do not involve the acquisition of supplies
52.225-3, Buy American Act – North American Free Trade Agreement – Israeli Trade Act - Balance of Payments Program	Feb 00	Subcontracts that do not involve the acquisition of supplies
52.225-4, Buy American Act – North American Free Trade Agreement – Israeli Trade Act - Balance of Payments Program Certificate	Feb 00	Subcontracts that do not involve the acquisition of supplies
52.225-8, Duty Free Entry	Feb 00	Subcontracts that do not identify items as being accorded duty-free entry, that will not import foreign supplies, or will import foreign supplies, but are \$10,000 or less
52.225-13, Restrictions on Certain Foreign Purchases	Feb 00	None
52.227-1, Authorization and Consent	Jul 95	None

University of Maryland RFQ No. R160068 Technology Staffing for NFLC

52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement	Aug 96	Subcontracts that are \$100,000 or under
52.227-3, Patent Indemnity (Alt III Jul 95)	Apr 84	Subcontracts that do not involve individual communications services
52.227-10, Filing of Patent Applications – Classified Subject Matter	Apr 84	Subcontracts unlikely to cover classified subject matter
52.227-11, Patent Rights – Retention by the Contractor (Short Form)	Jun 97	Subcontracts that do not involve experimental, developmental, or research work; subcontracts with large businesses or businesses that are not domestic nonprofit organizations
52.227-12, Patent Rights – Retention by the Contractor (Long Form)	Jan 97	Subcontracts that do not involve experimental or developmental work, or ones that do but include the clause at FAR 52.227-11
52.227-13, Patent Rights – Acquisition by the Government	Jan 97	Subcontracts that do not involve experimental, developmental, or research work
52.227-14, Rights in Data – General	Jun 87	Subcontracts that do not affect the prime contractor's fulfillment of its obligations to the government in regard to data and data rights
52.227-20, Rights in Data – SBIR Program	Mar 94	Subcontracts that do not affect the prime contractor's fulfillment of its obligations to the government in regard to data and data rights
52.228-5, Insurance – Work on a Government Installation	Jan 97	Subcontract work not on a government installation
52.229-10, State of New Mexico Gross Receipts and Compensating Tax	Oct 88	Subcontracts that do not meet the criteria in FAR 29.401-6 (b) (1) through (3)
52.230-2, Cost Accounting Standards	Apr 88	Subcontracts that are \$500,000 (or less) or negotiated subcontracts otherwise exempt from requirements to include a CAS clause as specified in 48 CFR 9903, 201-1.
52.234-1, Industrial Resources Developed Under Defense Production Act Title III	Dec 94	None
52.237-2, Indemnification and Medical Liability Insurance	Jan 97	Subcontracts that are not for health care services
52.244-2, Subcontracts	Aug 98	See FAR 44.204 (a) (1)
52.245-17, Special Tooling	Dec 89	Subcontracts that do not contain charges for the full cost of tooling
52.245-18, Special Test Equipment	Feb 93	Subcontracts that do not include acquiring or fabricating special test equipment/components
52.246-23, Limitation of Liability	Feb 97	None
52.246-24, Limitation of Liability – High Value Items	Feb 97	Subcontracts for which the contracting officer has not specifically approved inclusion of the clause
52.247-63, Preference for U.S. -Flag Air Carriers	Jan 97	Subcontracts that do not involve international air transportation
52.247-64, Preference for Privately Owned U.S. – Flag Commercial Vessels	Jun 97	Subcontracts that are \$100,000 or under
52.248-1, Value Engineering	Feb 00	Subcontracts that are under \$100,000
252.203-7001, Prohibition on Persons convicted of Fraud of other Defense-Contract related Felonies	Mar 99	Subcontracts that are \$100,000 or under
252.227-7013, Rights in Technical Data – Noncommercial Items	Nov 95	Subcontracts for commercial items or commercial components
252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Jun 95	See DFAR 227.7203-6
252-227-7034, Patents - Subcontracts	Apr 84	Subcontracts that do not contain FAR 52.227-11
252.227-7037, Validation of Restrictive Markings on Technical Data	Sep 97	Subcontracts for commercial items or commercial components
252-227-7039, Patents – Reporting of Subject Inventions	Apr 90	Subcontracts that do not contain FAR 52.227-11

ATTACHMENT C5

V10.2

**CONTRACT-FUNDED
AFFIDAVIT FOR DEBARMENT CERTIFICATION**

Contractors should review the instructions for certification included in the regulations before completing this form. Signature on this form denotes compliance with certification requirements under Federal Acquisition Regulation (FAR). The certification shall be treated as a material representation of fact upon which reliance will be placed by the University of Maryland in making a determination to award the order.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies to the best of his knowledge and belief, that the company and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any offenses enumerated in paragraph (I)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Elegant Enterprise-Wide Solutions, Inc.
Name of Contractor



Signature of Authorized Representative

Apr 19, 2012

Date

Priyanka Arora, Sr. Program Manager
Printed Name and Title of Authorized Representative

☐ I am unable to certify to the above statements. My explanation is attached.