

**Federal Supply Service**  
**Authorized Information Technology Schedule Price List**  
**Information Technology and Services**

**SIN 132-51 Information Technology Professional Services**

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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**TCS AMERICA**

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Contract Number: \_\_\_\_\_ GS-35F-0118T

Period Covered by Contract: \_\_\_\_\_ 11/16/2006 – 11/15/2011

General Services Administration  
Federal Supply Service

Pricelist current through Modification # 19, dated May 12, 2006.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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# 1 INFORMATION FOR ORDERING ACTIVITIES

## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### 1. GEOGRAPHIC SCOPE OF CONTRACT:

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.  
 The Geographic Scope of Contract will be overseas delivery only.  
 The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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### 2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

#### Ordering Address:

TCS AMERICA  
 50 Utley Drive, Suite 100  
 Camp Hill, PA 17011  
 (717) 737-4737 Office  
 (717) 737-7587 Fax

#### Payment Address:

TCS AMERICA  
 101 Park Ave, 26th Floor  
 New York, NY 10178  
 (212) 557-8038 Office  
 (212) 867-8652 Fax

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:



Andy Keyser, (717) 737-4737 (see address under #2 above)

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 05-432-8054

Block 30: Type of Contractor - C. Large Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business – No

Block 36: Contractor's Taxpayer Identification Number (TIN): 13-2805758

4a. CAGE Code: 1UAA7

4b. Contractor has registered with the Central Contractor Registration Database.

### 5. FOB DESTINATION

### 6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
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132-51

\*SEE NOTE BELOW

\*NOTE: TCS will deliver IT services for the above referenced SIN in accordance with a specified schedule mutually determined between the ordering agency and TCS. The agreed upon delivery time will not exceed TCS' normal commercial practices.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
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132-51

\*SEE NOTE BELOW

\*NOTE: TCS will deliver IT services on an expedited basis for the above referenced SINs in accordance with a specified schedule mutually determined between the ordering agency and TCS.

### 7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: 0% -     days from receipt of invoice or date of acceptance, whichever is later.



- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

Not applicable.

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-3 - Leasing of Product
  - Special Item Number 132-4 – Daily / Short Term Rental
  - Special Item Number 132-8 - Purchase of Equipment
  - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
  - Special Item Number 132-32 - Term Software Licenses
  - Special Item Number 132-33 - Perpetual Software Licenses
  - Special Item Number 132-34 – Maintenance of Software
  - Special Item Number 132-51 - Information Technology (IT) Professional Services
  - Special Item Number 132-52 - Electronic Commerce (EC) Services
  - Special Item Number 132-53 – Wireless Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 - Training Courses
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:
  - Special Item Number 132-60 – Access Certificates for Electronic Services (ACES) Program
  - Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program
  - Special Item Number 132-62 – HSPD-12 Product and Service Components

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

## 16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## 17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## 19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Alaska, Hawaii, and Puerto Rico are included in this offer.

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## 20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## 21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Should TCS be awarded an order requiring Section 508 compliance, we will provide documentation to substantiate our compliance with Section 508.

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

## **2 TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

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### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## 13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## 14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## 15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.



**16. DESCRIPTION OF IT/EC SERVICES AND PRICING**

- a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Number 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

### 3 OVERVIEW – TCS AMERICA

Tata America International Corporation (TCS America) is a wholly owned private company of the parent company, Tata Consultancy Services Limited (TCS). TCS was established in 1968 and has matured into one of the largest, best equipped, and trained software services consulting organizations in the world. TCS is a member of the TATA Group, founded in 1868 and currently a diverse organization comprised of more than 90 companies with annual revenues greater than \$18 billion.

As a leading global IT services provider, TCS has more than 63,000 highly qualified and trained computer professionals in all aspects of systems and software engineering with \$2.97B in annual operating revenue in our most recent fiscal year that concluded March 31<sup>st</sup>.

Since its inception, TCS has pioneered many of the significant developments in the IT Services industry. TCS is one of the largest, most diverse, and most experienced IT companies that consistently delivers services seamlessly to any location, on time, on budget, while exceeding client expectations. A cumulative experience of more than 100,000 person years across diverse technology areas and business domains enables TCS to offer end-to-end IT consulting, solutions, and services to more than 1000 clients across 55 countries.

TCS offers a dynamic blend of strategy consulting and systems integration services to help organizations architect and build their businesses in the global economy. Investing in collaborative research with the industry and academia, partnering with global technology leaders, and executing innovative projects give us an in-depth knowledge of the global economy. Our differentiators are outlined in the table below.

STRENGTH	VALUE
<ul style="list-style-type: none"> <li>Global Consultancy Organization</li> </ul>	<ul style="list-style-type: none"> <li>Low risk I.T. partner</li> <li>Best practices from IT engagements around the globe, from Fortune 500 to large Government engagements.</li> </ul>
<ul style="list-style-type: none"> <li>Consultative approach to R&amp;D investment</li> </ul>	<ul style="list-style-type: none"> <li>Innovative value added services in the true spirit of partnership</li> </ul>
<ul style="list-style-type: none"> <li>Expertise in designing, building, maintaining, and enhancing systems</li> </ul>	<ul style="list-style-type: none"> <li>Low total cost of ownership due to minimal transition cost and low maintenance cost</li> </ul>
<ul style="list-style-type: none"> <li>Largest well-qualified and trained base of more than 53,000 professionals</li> </ul>	<ul style="list-style-type: none"> <li>Ability to match skill sets and ramp up/ ramp down consultants based on requirements</li> <li>Reliable contingency provisions</li> <li>Capability to acquire trained technical associates, rapidly and on a continuous basis</li> </ul>
<ul style="list-style-type: none"> <li>Flexible Delivery Models</li> <li>Proven Delivery Record</li> </ul>	<ul style="list-style-type: none"> <li>Reduced time to market</li> <li>Risk free, cost effective services</li> </ul>
<ul style="list-style-type: none"> <li>TCS Service Practices have accumulated</li> </ul>	<ul style="list-style-type: none"> <li>Effectively leverage TCS' Centers of</li> </ul>

STRENGTH	VALUE
<p>considerable expertise and experience across various technology platforms.</p> <ul style="list-style-type: none"> <li>As a strategy to deliver the best value to its customers, TCS has formed alliances and partnerships with leading vendors across various technology offerings. There include technology giants Microsoft, Oracle, Sun Microsystems and IBM.</li> <li>Domain knowledge in the Government area embodied into a rich Industry Practice</li> </ul>	<p>Excellence (COEs) for technologies such as Mainframe, E-Business - J2EE, and .NET.</p> <ul style="list-style-type: none"> <li>Domain specialists will ensure business and operational requirements are well-understood</li> <li>Dissemination of industry best practices and lessons learned</li> <li>Deliver as a One-Stop Shop for all of your I.T. needs</li> </ul>
<ul style="list-style-type: none"> <li>Availability of in-house tools, that are easily customizable for development, maintenance and testing</li> </ul>	<ul style="list-style-type: none"> <li>Increased productivity, reduced development times and continuous improvement</li> </ul>
<ul style="list-style-type: none"> <li>Highly optimized, world class processes (CMM level 5, ISO 9001:2000 certified)</li> </ul>	<ul style="list-style-type: none"> <li>High degree of confidence in meeting the desired results (Quality solutions)</li> <li>Faster development with optimal effort, hence, lower cost of ownership of projects</li> </ul>
<ul style="list-style-type: none"> <li>Reuse (of resources, checklists, tools, questionnaire and other process assets), for various activities</li> </ul>	<ul style="list-style-type: none"> <li>Increased productivity, reduction in rework and increased efficiency in processes</li> </ul>
<ul style="list-style-type: none"> <li>Demonstrated 10-12% reduction in maintenance effort year over year in its engagements for its customers</li> </ul>	<ul style="list-style-type: none"> <li>Similar results and benefits</li> </ul>
<ul style="list-style-type: none"> <li>Gone beyond routine maintenance by providing ideas for automating manual processes and fine-tuning existing systems via unsolicited proposals</li> </ul>	<ul style="list-style-type: none"> <li>Pro-active investment by TCS in such exercises</li> </ul>
<ul style="list-style-type: none"> <li>Flexible staffing and pricing models</li> </ul>	<ul style="list-style-type: none"> <li>Flexibility to select one model for the immediate future and switch to different models on a need basis. Transparent pricing – no hidden costs!</li> </ul>
<ul style="list-style-type: none"> <li>Undertake efforts to retool its consultants as per the needs</li> </ul>	<ul style="list-style-type: none"> <li>Ability to quickly adapt to changing technologies, workloads in differing areas and managing change as a whole</li> </ul>
<ul style="list-style-type: none"> <li>Technology One Stop Shop</li> </ul>	<ul style="list-style-type: none"> <li>Support for new technology initiatives with improved responsiveness</li> </ul>

## 4 DESCRIPTION OF SERVICES OFFERED

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TCS offers global professional IT services for the following categories:

- Maintenance of Software (SIN 132-34)
- Information Technology Professional Services (SIN 132-51)
  
- ✓ Engineering and Industrial Solutions:
  - Enterprise Asset Management
  - Industrial Embedded Systems
  - Plant Automation Services
  - Product Engineering
  
- ✓ IT Solutions:
  - Outsourcing Solutions
  - Enterprise Solutions
  - Technology Solutions
  
- ✓ Infrastructure Solutions:
  - Infrastructure Outsourcing
  - Network Consulting & Integration
  - Hardware Support & Installation
  - Infrastructure Management
  
- ✓ Business Process Outsourcing:
  - Finance & Accounting Outsourcing
  - HR Outsourcing
  - Customer Care Outsourcing
  - Supply Management Solutions
  - Vertical Solutions
  
- ✓ Consulting:
  - Enterprise Transformation & Change Management
  - Business Process Management
  - Systems & Application Architecture
  - IT Process Management
  - Outsourcing Process Management
  
- ✓ Product Based Solutions:
  - Vertical Industry Solutions
  - Productivity Tools Solutions

## 5 TCS AMERICA LABOR CATEGORY DESCRIPTIONS

The following labor category descriptions describe the minimum qualification requirements for each of the labor categories listed below. Unless otherwise stated the following experience requirement can be substituted for the education requirements listed for each of the labor categories below:

High School Diploma + Six (6) years of experience = Bachelor's degree

### 1. Project Manager

MINIMUM/GENERAL EXPERIENCE	Six (6) years experience as a project manager of complex projects. Experience in managing IT related projects and a demonstrated leadership role of complex projects.
FUNCTIONAL RESPONSIBILITY	<p>The Project Manager is responsible/accountable for managing business unit programs which are designed to meet business needs. Programs may be large, complex business initiatives comprised of many interdependent projects and across business units. A program team typically consists of project managers and project support assigned through the completion of the program or delivery of a specific release. The Project Manager typically would not have control over the resources but, instead, identifies the requirements and obtains the resources from the areas affected.</p> <p>The Project Manager has the following responsibilities:</p> <ul style="list-style-type: none"> <li>• Independently plans, executes, and controls assigned projects</li> <li>• Directs the activities of assigned resources and builds shared vision</li> <li>• Communicates with stakeholders and establishes requirements, objectives and success criteria</li> <li>• Provides status reports to senior management and program management office</li> <li>• Develops the plan, including budget and schedule, and determines target dates for completing the project tasks. Monitors progress.</li> <li>• Identifies, documents, and manages issues and risks. Develops risk management strategy.</li> <li>• Plans, executes, and controls (with appropriate coaching and direction). Solves problems, monitors delivery and reviews the program regularly to identify issues. Recommends issue resolutions and oversees implementation of projects within the program.</li> <li>• Works with other program management offices across the organization to manage programs affecting multiple business units.</li> <li>• Provides training and coaching to program team members.</li> </ul>
MINIMUM EDUCATION	Bachelor's Degree or equivalent in Computer Science, Information Systems, Engineering, Business or other related field.

### 2. Systems Architect

MINIMUM/GENERAL EXPERIENCE	Six (6) years of experience as a systems architect of complex projects.
FUNCTIONAL RESPONSIBILITY	Develops complex system architectures, plan assigned effort, develop/approve overall designs and schedules for assigned work in accordance with overall system architecture design, schedules, and guidelines. Will assign work to development team members and deploy detailed knowledge of the development process, tools, techniques, database systems and technologies in providing technical direction to design and development teams. Will also monitor progress and productivity through the use of metrics and integrate developed software components/products into the final product. Will be responsible for assigned product quality and compliance with requirements and maintaining competency in current processes, design techniques, methodologies, architectures, and tools.
MINIMUM EDUCATION	Bachelor's Degree or equivalent in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.

**3. Systems Design Architect**

MINIMUM/GENERAL EXPERIENCE	Six (6) years of experience planning, designing, building, and implementing mid-range IT systems.
FUNCTIONAL RESPONSIBILITY	Lead teams in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Responsible for gathering and defining the architecture requirements and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.
MINIMUM EDUCATION	Bachelor's Degree or equivalent in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline.

**4. Senior Business Analyst**

MINIMUM/GENERAL EXPERIENCE	Four (4) years experience in process, methods, data modeling, or related area.
FUNCTIONAL RESPONSIBILITY	Capture and integrate business process designs, utilizing a consistent business process architecture methodology, tools, writings, in conformance with documentation formats/standards. Works with team management/subject matter experts, process/improvement sub-teams and other program counterparts to integrate internal and external process architecture designs, processes, and procedures to achieve process and procedure commonality, wherever possible and business case supported. Coordinates with appropriate process/value chain owners to discern/facilitate best documentation and management for process improvement initiatives as required.
MINIMUM EDUCATION	Bachelor's Degree or equivalent in Engineering, Computer Science, Information Systems, Business, or other related scientific or technical discipline.

**5. Business Domain Specialist**

MINIMUM/GENERAL EXPERIENCE	Five (5) years experience in an IT environment.
FUNCTIONAL RESPONSIBILITY	Responsible for the overall technical direction of the project. Will focus on preserving the conceptual integrity across multiple domains (business, applications, information, and technical), be a specialist in at least of these domains, and have working knowledge of the others. Will identify system requirements and constraints, partition systems into particular domains, coordinate modeling activities of each domain and provide education when necessary. Present architectural concepts to client and identify and recommend correct architectural model to solve customer problems. Will have experience with application configuration and management, networking hardware and software.
MINIMUM EDUCATION	Bachelor's Degree or equivalent in Engineering, Computer Science, Information Systems, Business, or other related scientific or technical discipline.

## 6 TCS AMERICA LABOR CATEGORY RATES

### TCS America GSA Price Sheet for IT Professional Services Hourly Rates

Labor Category	Year One 11/16/06 – 11/15/07	Year 2 11/16/07 – 11/15/08	Year 3 11/16/08 – 11/15/09	Year 4 11/16/09 – 11/15/10	Year 5 11/16/10 – 11/15/11
1. Project Manager	\$141.40	\$145.64	\$150.01	\$154.51	\$159.15
2. Systems Architect	\$151.50	\$156.05	\$160.73	\$165.55	\$170.52
3. Systems Design Architect	\$101.00	\$104.03	\$107.15	\$110.36	\$113.67
4. Senior Business Analyst	\$80.80	\$83.22	\$85.72	\$88.29	\$90.94
5. Business Domain Specialist	\$101.00	\$104.03	\$107.15	\$110.36	\$113.67