

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

TDS Incorporated offers Information Technology research, analysis, engineering support, telecommunications support, logistics support, programming and installation services. These services include architectural concept, design, development, fielding, and maintenance of information technology systems and subsystems. They are provided on a national and international basis.

SIN 132-51 - INFORMATION TECHNOLOGY (IT) 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 D308	Millennium Conversion Services (Y2K)
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	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

CENTURUM INFORMATION TECHNOLOGY, INCORPORATED

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The Pavilions at Greentree

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Contract No: GS35F-4745G

Period Covered by Contract: 8/27/98 - 8/26/12

General Services Administration
Federal Supply Service

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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SECTION I: INFORMATION FOR ORDERING OFFICES

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! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Supply Service Home Page (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: 48 contiguous states and the District of Columbia, Alaska, Hawaii, Puerto Rico, and any country in which trade is not prohibited by the United States Government, subject to negotiation on an individual task order basis.

2. Contractor's Ordering Address and Payment Information:

Order:	2120 Washington Boulevard, Suite 400 Arlington, VA 22204	Payment:	12000 Lincoln Drive West The Pavilions at Greentree Marlton, NJ 08053-3403
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Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government Commercial Credit Cards will be acceptable for payment. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Phone: 800/226-9393
Fax: 703/271-0128

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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.

SECTION I: INFORMATION FOR ORDERING SERVICES (continued)

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9:G:		Order/Modification under Federal Schedule
Block 16:	<u>Contractor Establishment Code (DUNS):</u>	09-908-1143
Block 30:	<u>Type of Contractor:</u>	B. Other Small Business
Block 31:	<u>Woman-Owned Small Business:</u>	No
Block 36:	<u>Taxpayer Identification Number (TIN):</u>	22-2160540
4a:	<u>CAGE Code:</u>	3P825

5. FOB Destination

6. Delivery Schedule

(a) TIME OF DELIVERY. 30 days ARO (as required)
(b) URGENT REQUIREMENTS. To be negotiated on a case by case basis.

7. Discounts: None

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.

11. Maximum Order: *(All dollar amounts are exclusive of any discount for prompt payment.)*

The maximum dollar value per order for all Information Technology services will be \$500,000.

12. Use of Federal Supply Service Information Technology Schedule Contracts

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the GSA Advantage!® on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;

- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

- (1) Review additional Schedule Contractors' catalogs/pricelists or use the AGSA Advantage!@ on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket Purchase Agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price Reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

f. Small Business. For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

13. Federal Information Technology/Telecommunication Standards Requirements: Federal departments and agencies 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 offices, 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. Security Requirements. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

15. Contract Administration For Ordering Offices: Any ordering office, 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 Government'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 Incidental, Non-Schedule Items For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

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.

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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. Year 2000 Warranty Commercial Supply Items "Year 2000 compliant" means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. Blanket Purchase Agreements (BPAs) Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply. The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up accounts with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

22. Contractor Team Arrangements Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

**SECTION II: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. Scope

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

2. Ordering Procedures

- a. Procedures for IT professional services priced on GSA schedule at hourly rates.
 - (1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.
 - (2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
 - (3) When ordering IT professional services ordering offices shall :
 - (i) Prepare a Request for Proposal:
 - (A) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - (B) A request for proposal should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

**SECTION II: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) (continued)**

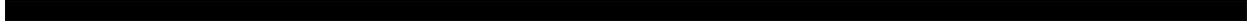
- (C) The request for proposal may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
 - (D) The request for proposal shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for proposals shall notify the contractors that will be the case.
- (ii) Transmit the Request for Proposal to Contractors:
- (A) Based upon an initial evaluation of catalogs and pricelists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
 - (B) The request for proposal should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for proposal should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.
- (iii) Evaluate proposals and select the contractor to receive the order: After responses have been evaluated against the factors identified in the request for proposal, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the Government's needs.
- (4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs ordering offices shall

**SECTION II: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) (continued)**

- (i) Inform contractors in the request for proposal (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (A) **SINGLE BPA:** Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs should be awarded the BPA.
 - (B) **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the agency's needs.
- (ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the agency's needs.
- (5) The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (6) When the ordering office's requirement involves both products as well as IT professional services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the agency's total needs.
- (7) The ordering office, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors' proposals that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

b. Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks. Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopses the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- (1) **Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.



**SECTION II: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) (continued)**

- (2) **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the service offered under MAS contracts by using the GSA Advantage! on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the service representing the best value, the ordering office may consider (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.
- (3) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--
- (i) Review additional Schedule Contractors' catalogs/pricelists or use the GSA Advantage! on-line shopping service;
 - (ii) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
 - (iii) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- NOTE:** For orders exceeding the maximum order threshold, the Contractor may:
- (A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
 - (B) Offer the lowest price available under the contract; or
 - (C) Decline the order (orders must be returned in accordance with FAR 52.216-19).
- (4) **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- (5) **Price reductions.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- (6) **Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**SECTION II: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) (continued)**

- (7) **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

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 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 office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. The Contractor guarantees the satisfactory completion of the IT Services performed under the task order and that all contract personnel utilized in the performance of IT services under the task order shall have the education, experience, and expertise as stated in the task order.

d. Any Contractor travel required in the performance of IT 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. Inspection of Services

The Inspection of Services Fixed Price (AUG 1996) 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) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6. Responsibilities of The Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

7. Responsibilities of the Government

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

8. Independent Contractor

All IT 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 Government.

**SECTION II: TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) (continued)**

9. 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 Government contract, without some restriction on 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 Government, ordering offices 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.

10. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering office 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.

11. Payments

For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. Resumes

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

13. Incidental Support Costs

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

14. 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.

SECTION IV: LABOR CATEGORY DESCRIPTIONS

Commercial Job Title: **Project Director**

Minimum General/Experience: Twenty years' progressive experience involving management and oversight of complex and technical communication and information system programs and projects. Functional Responsibility: This Category provides project management and oversight. Minimum Education: Minimum qualifications are a bachelor's degree or higher in Business, Management, Science or Engineering from an accredited school of higher education.

Commercial Job Title: **ADP Systems/Telecommunications Engineer, Level II.**

Minimum General/Experience: Eight years' progressive engineering experience in design and field engineering services with a minimum of at least one year in each. Functional Responsibility: This Category provides engineering and installation team leaders. Minimum Education: Minimum qualifications are a bachelor's degree or higher in electrical or electronic engineering at an accredited school of higher education. If qualified as a Telecommunications Engineer, Level I, two years of experience may be substituted for one year of education.

Commercial Job Title: **ADP Systems/Telecommunications Engineer, Level I.**

Minimum General/Experience: Four years' experience in ADP and/or telecommunications engineering/design, installation, or maintenance of electronic and/or mechanical systems in ADP and/or telecommunications related areas. Functional Responsibility: Category provides task engineers, field-service engineers, and voice and data and video network supervisory expertise. Minimum Education: Minimum qualifications are a bachelor's degree from an accredited school of higher education in electrical, electronic, mechanical engineering or a closely related technical discipline. One year of technical experience may be substituted for one year of school.

Commercial Job Title: **ADP Systems Analyst, Level II.**

Minimum General/Experience: Four years' experience as an analyst. Functional Responsibility: Category provides the expertise necessary to devise and prepare design for communications systems, networks and state of the art equipment requirements and to develop program management plans in support of telecommunications systems. Sample efforts to include writing specifications to exact requirements, cable plant design, and the writing of QA plans, Verification and Validation test plans and training plans. Minimum Education: Bachelor's degree or higher in mathematics, computer science, or related subject. If qualified as described in Systems Analyst, Level I, one year of analyst experience may be substituted for a year of school.

Commercial Job Title: **ADP Systems Analyst, Level I.**

Minimum General/Experience: A minimum of ten years' technical experience in communications is required with at least five years of recent voice/data/video telecommunications applications, or equivalent experience. Experience must include ADP and/or communication systems installation and maintenance at the supervisory level, preparation of installation design documentation, and maintenance, test, evaluation, and/or operation of electronic data systems and/or communication equipment from component to system levels. Functional Responsibility: Category provides communications systems services where extensive "hands-on" technical background and experience best serves the needs of the customer. Minimum Education: graduation from an accredited technical institute (or an apprentice program) in electronics above a high school level.

SECTION IV: LABOR CATEGORY DESCRIPTIONS

Commercial Job Title: **Communications and ADP Systems /Engineering Technician**

Minimum General/Experience: Five years experience in ADP systems and related electronic systems and peripheral systems. Functional Responsibility: Category provides competent "hands-on" technical expertise. Work involves the application of advanced technical knowledge to solve complex problems; for example, those that typically cannot be solved solely by reference to the manufacturers' manuals or similar documents. Examples of such problems include: location and density of circuitry, installation and testing of system and network interface equipment, isolating malfunctions, and making engineering changes. Work involves a detailed understanding of the interrelationships of circuits and exercising independent judgment in performance of such tasks as making circuit analyses, calculating wave forms, tracing relationships in signal flow, and competently utilizing complex test instruments in telecommunications related tasking. Minimum Education: Minimum qualifications are graduation from an accredited technical institute or the completion of applicable technical training.

Commercial Job Title: **Communications and ADP System/Technician/Installer.**

Minimum General/Experience: Minimum education qualifications, or at least five years' experience in electronic systems installation, operation, and maintenance. Individual must be capable of applying comprehensive technical knowledge to solve complex problems, such as those that can be typically resolved by properly interpreting manufacturers' manuals or similar technical documents in the operation, maintenance, or repair of electronic equipment. Work involves a familiarity with the interrelationships of circuits, judgment in determining work sequences, and in selecting tools and testing instruments. It is usually less complex than that which is expected of the Communications Electronics Technician. Functional Responsibility: Category provides technically sound, basic-level, engineer or technician assistance. Minimum Education: Graduation from an accredited technical institute or applicable military technical training. Certification on commercial or on military telecommunications switches may be required.

Commercial Job Title: **Electronic Systems Installation Mechanic.**

Functional Responsibility: Category provides technically sound, basic-level, technician assistance. Minimum General/Experience: Two years' experience in electronic systems installation, operation, and maintenance, or graduation from an accredited technical institute or applicable military technical training. Individual must be capable of applying comprehensive technical knowledge to solve complex problems, such as those that can be typically resolved by properly interpreting manufacturers' manuals or similar technical documents in the operation, maintenance, or repair of electronic equipment. Work involves a familiarity with the interrelationships of circuits, judgment in determining work sequences, and in selecting tools and testing instruments. It is usually less complex than that which is expected of the Communications and ADP System, Technician, Installer. Minimum Education: Graduation from an accredited technical institute, applicable military technical training, or at least two years' experience in electronic systems installation, operation, and maintenance. Individual certification on some commercial or on military telecommunications switches may be required.

Commercial Job Title **Data Processing / Data Entry Technician.**

Minimum General/Experience: Three years experience in data entry, data base management, and/or design of automated data processing systems and practical applications thereof. Functional Responsibility: Category provides data entry and data base management operations personnel in support of the Systems Analyst I & II and Telecommunications Engineers I & II. Work involves a detailed understanding of the product and/or service to be provided as well as a thorough understanding and technical awareness of both the hardware and the software components being utilized to support the work effort. Qualified Data Processors should be able to maintain in operation both routine and complex Data management programs and systems once tested and accepted for full operational functions. Minimum Education: Graduation from an accredited technical institute or an apprentice program above high school level.

SECTION IV: LABOR CATEGORY DESCRIPTIONS

Commercial Job Title: **Draftsman.**

Minimum General/Experience: One year's experience in drafting to Government and/or industry specifications. Functional Responsibility: Works closely with design originators, preparing drawings of complex and/or original designs, which require a high degree of precision. Performs difficult assignments requiring considerable initiative, resourcefulness and draftsmanship. Based on a knowledge of the design intent, exercises independent judgment in selecting and interpreting data. May occasionally perform rudimentary engineering design work in interpreting general designs prepared by others or in the completion of missing design details. Minimum Education: graduation from a drafting trade school or equivalent academic training.

Commercial Job Title: **Technical Writer.**

Minimum General/Experience: Three years' experience using standard military/industry practices as may be applicable in the documentation of operation, maintenance, and/or installation data for voice, data, or video telecommunications, automated data processing systems or electronic systems. Functional Responsibility: Category provides qualified individuals to prepare, revise, and edit technical manuals or similar documents for the operation, maintenance, and/or repair of electronic equipment. Minimum Education: Bachelor's degree, in a related area, from an accredited school of higher education. Progressively responsible experience in a field closely related to communications may be substituted for the academic qualifications at the rate of two year's experience for each year of school.

Commercial Job Title: **Laborer.**

Functional Responsibility: Category provides qualified individuals to support the engineers and technicians operation, installation, maintenance, and/or repair of telecommunications equipment. Minimum General/Experience: Minimum qualification is ability to follow close supervision and direction of site managers and responsible technicians. Experience in communications and electronics systems installation and integration are desired qualities. Minimum Education: Knowledge in communications and electronics systems installation and integration are desired qualities.

Commercial Job Title: **Subject Matter Expert Level III.**

Functional Responsibility: Provides either highly developed technical expertise to address a particular technical issue, or provides the technical management experience and acumen needed to implement highly complex IT systems to support military operations. Minimum General/Experience: Twelve years experience in Information Technology, or closely related fields, with extensive skills and/or applicable professional Certifications in at least one IT specialty area. Alternatively, twenty years of experience with progressively greater responsibilities in IT or a closely related field. Minimum Education: Registered Professional Engineer (PE) or an MS Degree, or a BS degree in a technical field with twelve years of IT experience, or completion of a military technical training school designed to prepare military technical ratings for independent duty operating or maintaining electronic systems and twenty years of subsequent related experience in increasingly responsible leadership positions.

Commercial Job Title: **Subject Matter Expert Level II.**

Functional Responsibility: Provides either specific technical expertise to address a particular technical issue, or provides proven technical management experience and acumen needed to implement highly complex IT systems solutions to support military operations. Minimum General/Experience: Ten years experience in Information Technology, or closely related fields, with extensive skills and/or applicable professional Certifications in at least one IT specialty area. Alternatively, eighteen years of experience with progressively greater responsibilities in IT or a closely related field. Minimum Education: Registered Professional Engineer (PE) or an MS Degree, or a BS degree in a technical field and ten years of IT experience, or completion of a military technical training school designed to prepare military technical ratings for independent duty operating or maintaining electronic systems and eighteen years of subsequent related experience in increasingly responsible leadership positions.

SECTION IV: LABOR CATEGORY DESCRIPTIONS

Commercial Job Title: **Subject Matter Expert Level I.**

Functional Responsibility: Provides either technical expertise to address a particular technical issue, or provides the technical management experience needed to implement complex IT solutions to support military operations. Minimum General/Experience: Eight years experience in Information Technology, or closely related fields, with extensive skills and/or applicable professional Certifications in at least one IT specialty area. Alternatively, fifteen years of experience with progressively greater responsibilities in IT or a closely related field. Minimum Education: Registered Professional Engineer (PE) or an MS Degree, or a BS degree in a technical field and eight years of IT experience, or completion of a military technical training school designed to prepare military technical ratings for independent duty operating or maintaining electronic systems and fifteen years of subsequent related experience in increasingly responsible leadership positions.

NOTE: The above are specific labor categories of personnel resources which are normally employed throughout our contract base and may be made available from TDS. These personnel resources may be located in Northern VA, Norfolk, VA, Charleston, SC, San Diego, CA or other sites being served and supported by TDS Inc. These labor categories are identifiable and are defined conservatively, to the assurance that, in a time and material environment, TDS Inc. can deliver personnel, who are easily certifiable to these qualifications.

SECTION IV: LABOR CATEGORY RATES

PRICELIST - CENTURUM INFORMATION TECHNOLOGY, INCORPORATED

Item No.	Commercial Job Title	1-Jan-07 through 31-Dec-07	1-Jan-08 through 31-Dec-08	1-Jan-09 through 31-Dec-09	1-Jan-10 through 31-Dec-10	1-Jan-11 through 31-Dec-11	1-Jan-12 through 31-Dec-12
0010	Project Director	\$81.24	\$ 83.67	\$ 86.18	\$ 88.77	\$ 91.43	\$ 94.17
0020	ADP System Engineer/Telecom Engineer Level II	\$62.29	\$ 64.16	\$ 66.08	\$ 68.06	\$ 70.10	\$ 72.20
0030	ADP System Engineer/Telecom Engineer Level I	\$56.87	\$ 58.58	\$ 60.34	\$ 62.15	\$ 64.01	\$ 65.93
0040	ADP Systems Analyst Level II	\$65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16	\$ 75.35
0050	ADP Systems Analyst Level I	\$58.16	\$ 59.91	\$ 61.71	\$ 63.56	\$ 65.47	\$ 67.43
0060	Communications/ADP Systems/Engineering Technician	\$54.17	\$ 55.80	\$ 57.47	\$ 59.19	\$ 60.97	\$ 62.80
0070	Communications/ADP Systems Tech/Installer	\$48.77	\$ 50.23	\$ 51.74	\$ 53.29	\$ 54.89	\$ 56.54
0080	Technical Writer	\$49.84	\$ 51.33	\$ 52.87	\$ 54.46	\$ 56.09	\$ 57.77
0090	Data Processing/Data Entry Technician	\$37.03	\$ 38.15	\$ 39.29	\$ 40.47	\$ 41.68	\$ 42.93
0100	Draftsman	\$52.57	\$ 54.15	\$ 55.77	\$ 57.44	\$ 59.16	\$ 60.93
0110	Electronic Systems Installation Mechanic/Welder	\$42.80	\$ 44.08	\$ 45.40	\$ 46.76	\$ 48.16	\$ 49.60
0120	Laborer	\$34.22	\$ 35.25	\$ 36.31	\$ 37.40	\$ 38.52	\$ 39.68
0200	Subject Matter Expert III	\$124.25	\$ 127.98	\$ 131.82	\$ 135.77	\$ 139.84	\$ 144.04
0210	Subject Matter Expert II	\$111.17	\$ 114.51	\$ 117.95	\$ 121.49	\$ 125.13	\$ 128.88
0220	Subject Matter Expert I	\$98.09	\$ 101.04	\$ 104.07	\$ 107.19	\$ 110.41	\$ 113.72