

TCS Response for NCPA Business Process Automation Solutions and Services

RFP #: 17-22
April 07th, 2022



CONFIDENTIALITY STATEMENT

The data contained herein shall not be disclosed, duplicated, or used in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this offer as a result of, or in connection with, the submission of these data, the propose shall have the right to duplicate, use or disclose the data to the extent provided in the agreement. This restriction shall not limit the right to use information contained in the data if it is obtained from another source without restriction.

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TATA CODE OF CONDUCT

We, in our dealings, are self-regulated by a code of conduct as enshrined in the 'TATA Code of Conduct'. We request your support in helping us adhere to the code in letter and spirit. We request that any violation or potential violation of the code by any person be promptly brought to the notice of the Local Ethics Counsellor or the Principal Ethics Counsellor or the CEO of TCS. All communication received in this regard will be treated and kept as confidential.

CONTACT FOR THIS PROPOSAL

<p><u>Submitted to:</u> Region 14 / NCPA Email: contracts@ncpa.us</p>	<p><u>Submitted by:</u> Billy Haynes Contact: +1 979-338-0057 Email: Billy.Haynes@tcs.com</p>
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Region 14 Education Service Center
National Cooperative Purchasing Alliance (NCPA)
1850 Highway 351
Abilene, Texas 79601

Dear Sir or Madam;

Tata Consultancy Services Limited (TCS) is pleased to respond to the Request for Proposal (RFP) for Business Process Solutions and Services Solicitation # 17-22

Key Information About TCS

TCS has risen to be the #1 most valued company in our industry (@\$169B) as a global technology leader by focusing on solving problems & helping our clients “achieve targeted outcomes” in performance; and has been the #1 or #2 hirer of diverse technical talent in the United States for the last 5 years running – with over 260,000 associates supporting United States Businesses and Government operations.

TCS is a part of the Tata Group, India's largest multinational business group having businesses in seven sectors and operations in more than 100 countries across six continents. TCS has over 530,000 of the world's best-trained consultants in 46 countries. TCS generated consolidated revenues of US \$22.2 billion in the fiscal year ended March 31, 2021, with a market capitalization of \$188B and is listed on the BSE (formerly Bombay Stock Exchange) and the NSE (National Stock Exchange) in India. Approximately 50% of our revenues come from our engagements in the United States. We have 45,000+ consultants spread across the US, with over 400 of these consultants located and working in the State of Arkansas. Notably, over the past several years TCS has consistently been among the top three recruiters of IT talent in the United States. In addition to being among the top 10 technology firms in the world, TCS is also ranked among the Top 3 IT Services brands globally. We have provided in Tab 4 the TCS corporate profile. For additional details like financial statements, an introduction to our leadership team and governance structure, please visit: <https://www.tcs.com/investor-relations>

Our company delivers technology solutions based upon three core principles: delivery ***certainty***, digital ***innovation***, and business with ***purpose***. These 3 core principles provide assurances to our

customers that validate the solutions we provide are modern, relevant, and deliver on and/or exceed expectations – with a relentless focus on a committed “targeted outcomes” that align with the achievement of our clients’ success - first and foremost.

TCS’ “purpose driven” approach has afforded us an industry leading 98+% customer retention rate, and reputation for superior client service second-to-none in the industry; and is integrated across our organization using the power of business excellence and digital innovations to help enterprises, governments, leaders, and communities be purpose-driven, making the shift from shareholder capitalism to stakeholder capitalism. Our goal is simply to be “the most trusted provider” in our client’s portfolio.

TCS’ purpose-driven commitment stems from the 151-year-old legacy of the Tata Group and its founder’s vision that the community is not just another stakeholder of the business, but in fact the very purpose of its existence. The same worldview shapes the community initiatives we take up across the world, for building skills and fostering entrepreneurship to bridge the digital divide; investing in and encouraging STEM education and careers, and to enable better healthcare and wellness in the markets we serve. As such, 50% of our returns go back into investments we make in Corporate Social Responsibility.

TCS Public Services Credentials

Last year, TCS decided to re-establish its government business unit by focusing on the delivery of the advanced level of services we are renowned for in the private sector to state and local governments across the country – and make targeted investments in great states throughout the nation where we already serve significant Fortune 500 Businesses and where we have a significant number of deployed talented resources.

TCS Public Services has a strong presence in North America, catering to the IT service needs of Federal, State, City and County governments. Our Public Services Industry Solutions Unit provides transformational smart governance solutions for all tiers of government organizations and agencies. In our government engagements, TCS has met or exceeded the service level agreements in all our public services projects.

We have delivered solutions to the states of Connecticut, Maine, Mississippi, Missouri, New York, Wyoming, and New Mexico where we have successfully developed, implemented, and maintain enterprise systems. We have also worked with several US city governments, including Tucson, Tempe, and Phoenix, Arizona, and Charleston County in South Carolina.

TCS understands the multi-dimensional challenges governments face today and provides them with Information Technology (IT) solutions to improve their citizens’ quality of life through smart

and effective governance. TCS also works with governments around the globe and can draw from this experience for the benefit of your citizens and agency stakeholders.

Designate Contact Person:

Billy Haynes
6918 Anders Daniels Rd
La Grange, TX 78945
979-338-0057
Billy.Haynes@tcs.com

As the Public Services Business Unit head, I (Ashok Nandakumar) am authorized to negotiate on behalf of and bind TCS to contracts. We are very much looking forward to working with the Region 14 ESC / NCPA and providing outstanding value to the NCPA participants as treasured customers.

Sincerely,



4/7/2022

Ashok Nandakumar
Business Unit Head, U.S. Public Services,

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List of Abbreviations

Table 1: Abbreviations

Terms	Meaning
BDE	Bid Development Executive
BPA	Business Process Automation
CoE	Center of Excellence
CX	Customer Experience
DPM	Digital Process Management
F&N	Finance and Accounting
ISU	Industry Service Unit
LCNC	Low Code – No Code
MFDM	Machine First Delivery Model
PFML	Paid Family Medical Leave
ROI	Return on Investment
SCM	Supply Chain Management
SDL	Service Delivery Leaders
SLG	Solution Delivery Leaders
SME	Subject Matter Expert
SOW	Statement of Work
TCS	Tata Consultancy Services
UI	Unemployment Insurance

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor shall enter into a separate supplemental agreement as per the format attached herein as Annexure 1 to further define the level of service requirements and other terms applicable for the Services rendered by the vendor i.e. invoice requirements, ordering requirements, specialized delivery, etc. Such supplemental agreement executed as a result of this contract is exclusively between the parties entering into it and shall solely govern the Services provided by the vendor to such participating entity.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative

- Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or

parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- ◆ Estimated Quantities
 - While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

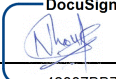
- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Tata Consultancy Services, LTD.
Address	379 Thornall Street, Edison
City/State/Zip	NJ, 08837
Telephone No.	212-867-8652
Fax No.	
Email address	ashok.nandakumar@tcs.com
Printed name	Ashok Nandakumar
Position with company	Unit Head- US Public Services
Authorized signature	 8/2/2022 Effective Date: 4/19/2022

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Annexure 1

FORM OF Supplemental Agreement

This Supplemental Agreement no. _____ effective dated _____ (“SA”) is executed by and between _____ address _____ (“Customer”) and _____ address _____ (“Vendor”) pursuant to the Master Agreement Terms and Conditions effective dated the ____ day of _____, 20__ executed by and between Tata Consultancy Services Limited (TCS) and Region 14 ESC (the “Agreement”). Parties agree that in the event of any conflict between this SA and Agreement, this SA will prevail.

1. **Description of Services:** [Describe the Services to be performed in as much detail as possible. Identify where the work will be performed and any key personnel that must be assigned to the project. Separate the Services into phases if applicable.]

Out-of Scope work and Assumptions: [Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Vendor’s responsibility]

Project Staffing Plan: [If the Services are based on time & material basis, describe the projected/agreed staffing plan]

Customer responsibilities and tasks: [Describe if there are specific tasks and responsibilities that Customer is required to perform]

Service Performance and Delivery Methodology [Describe the project execution methodology, if applicable]

2. **Description of Deliverables:** [Be specific and only list those tangible Deliverables that will be provided to the CUSTOMER. Everything else should only be described in the section on Services.]
3. **Third-Party Components:** [Should describe all third-party items and materials to be included or provided as part of any Deliverables and the responsibility of procuring it .]

4. **Vendor proprietary intellectual property:** [Should describe all Vendor proprietary intellectual property to be included or provided as part of any Deliverables.]

5. **Term of the Project - Project Schedule; Milestones:** [Include dates for start and completion of the each phase of the Services, and for delivery of each of the Deliverables.]

Contingencies and risk mitigation plan:

6. **Review and Testing; Acceptance:** [Describe the review and testing process and indicate whether the Review and Testing Period will be longer or shorter than the default period of 30 days set forth in the Agreement. Where possible, specify the acceptance testing that CUSTOMER will perform on each Deliverable.]

7. **Compensation:** [Indicate the fees and compensation payable and whether the project is a time and materials project or a fixed-fee engagement. Also indicate when Vendor is entitled to invoice CUSTOMER for fees and expenses (e.g., monthly, or on the achievement of Milestones, Acceptance of Deliverables, etc.). Indicate whether invoicing for fees and expenses will occur other than on a monthly basis. If the fees are based on time and material rates, specify if per diem and round trip air travel reimbursement apply for assignments of less than 90 days]

8. **Legal Terms: (Parties are required to mandatorily include the below provisions into this SA)**
 - A. Direct Liability Cap and Disclaimer of Indirect Damages:
 - B. Warranty exceptions and Warranty disclaimer:
 - C. Customer intellectual proprietary indemnity:
 - D. Standard TCS intellectual proprietary rights and residuary knowledge clause:
 - E. General excuse (act and omission) clause:
 - F. Indemnity clause:
 - G. Governing law / dispute resolution mechanism /venue:
 - H. Confidentiality:
 - I. Non solicitation:
 - J. Any other critical clauses based on the scope of work:

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement by their undersigned, duly authorized officers on the date first above written:

Tata

Consultancy Services Limited

("Vendor")

("CUSTOMER")

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Tata Consultancy Services Limited (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 14-09, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Business Process Automation Solutions and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Choice of Law and Venue**

- **This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.** Any arbitration or legal proceeding shall proceed in Houston, Texas. Subject to the arbitration provision, the Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of Texas and of the United States of America located in the State of Texas, Harris County for any actions, suits, or proceedings arising out of or relating to the Agreement. The Parties shall not commence any action, suit, or proceeding arising out of or relating to the Agreement in any court other than those specified.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

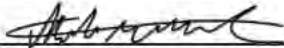
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273, Houston, TX 77270

Signature: 

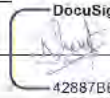
Date: April 19, 2022

Vendor: Tata Consultancy Services, LTD.

Name: Ashok Nandakumar

Title: Unit Head- US Public Services

Address: 379 Thornall Street, Edison, NJ, 08837

Signature:  42887BB7E1CD48C... 8/2/2022

Date: April, 19, 2022

3. Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
 - Bidder must indicate any and all states where products and services can be offered.
 - Please indicate the price co-efficient for each state if it varies.
 - 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/> Alabama	<input type="checkbox"/> Maryland	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Alaska	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Michigan	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Texas
<input type="checkbox"/> California	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Utah
<input type="checkbox"/> Colorado	<input type="checkbox"/> Missouri	<input type="checkbox"/> Vermont
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Montana	<input type="checkbox"/> Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Washington
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Nevada	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Florida	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Georgia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Hawaii	<input type="checkbox"/> New Mexico	
<input type="checkbox"/> Idaho	<input type="checkbox"/> New York	
<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina	
<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota	
<input type="checkbox"/> Iowa	<input type="checkbox"/> Ohio	
<input type="checkbox"/> Kansas	<input type="checkbox"/> Oklahoma	
<input type="checkbox"/> Kentucky	<input type="checkbox"/> Oregon	
<input type="checkbox"/> Louisiana	<input type="checkbox"/> Pennsylvania	
<input type="checkbox"/> Maine	<input type="checkbox"/> Rhode Island	

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Somoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB
- Residency
 - Responding Company's principal place of business is in the city of Edison, State of New Jersey.
- Felony Conviction Notice
 - Please Check Applicable Box;
 - A publicly held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
 - Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other:
- Processing Information
 - Provide company contact information for the following:
 - Sales Reports / Accounts Payable

Contact Person:	<u>Billy Haynes</u>
Title:	<u>Director of Business Development</u>
Company:	<u>Tata Consultancy Services Limited</u>
Address:	<u>13929 Center Lake Dr</u>
City:	<u>Austin</u> State: <u>TX</u> Zip: <u>78753</u>
Phone:	<u>979-338-0057</u> Email: <u>Billy.Haynes@tcs.com</u>

- Purchase Orders

Contact Person: Billy Haynes
 Title: Director of Business Development
 Company: Tata Consultancy Services Limited
 Address: 13929 Center Lake Dr
 City: Austin State: Texas Zip: 78753
 Phone: 979-338-0057 Email: Billy.Haynes@tcs.com

- Sales and Marketing

Contact Person: Monica Mayk
 Title: Manager of Public Sector Marketing
 Company: Tata Consultancy Services Limited
 Address: 379 Thornall St
 City: Edison State: New Jersey Zip: 08837
 Phone: 703-599-2516 Email: Monica.Mayk@tcs.com

- Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

4. Tab 4 – Vendor Profile

- Company’s official registered name.

Tata Consultancy Services Limited (TCS)

- Brief history of your company, including the year it was established.

TCS was established as a division of Tata Sons Ltd. on April 1st, 1968, and it was incorporated as TCS on January 19, 1995. Current Legal status is Corporation – Public Limited Company and member of the Tata group.

Our parent organization, the Tata Group has been in operation for over 150 years, beginning operations in 1868.

- Company’s Dun & Bradstreet (D&B) number.

- Company’s organizational chart of those individuals that would be involved in the contract.

TCS is organized in Industry Solutions Units (ISU), with each unit focusing on the specific demands and needs of our customers. Our ISUs focus on specialized domains and are supported by our Business Technology Services (BTS) teams who provide process and technology specific expertise required to develop the most current and highest performing solutions for each engagement. We have a well-defined organization structure supporting our Public Services (PS) ISU. A high-level TCS Organizational Chart is shown in the following figure.

TCS possesses approximately 556,000 employees across 46 countries as of the financial quarter ending on October 31st, 2021.

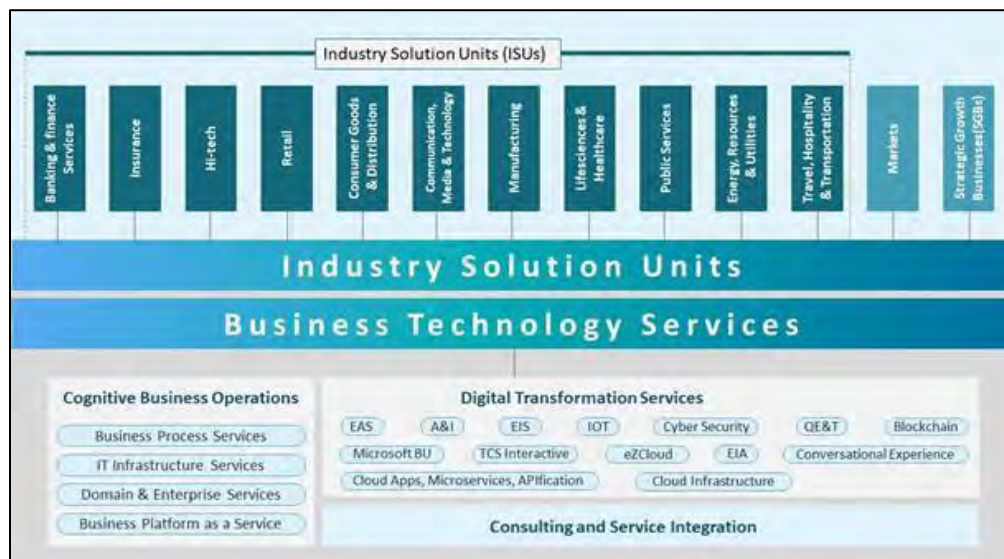


Figure 1: TCS Organization Structure

- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

TCS has operations in 46 countries across the globe. Our United States presence includes 29 offices around the country, with a major regional presence that can be leveraged for the NCPA by our Ohio Delivery Center in Cincinnati. TCS U.S. offices are listed in the table below:

Table 2: TCS Offices

	Facility name	Type of Location	City
1	Atlanta	Office	Atlanta, Georgia
2	Baltimore	Regional Delivery Center	Baltimore, Maryland
3	Bellevue	Global Delivery Center	Bellevue, Washington
4	Bentonville	Customer Delivery Center	Bentonville, Arkansas
5	Bloomington	Global Delivery Center	Bloomington, Indiana
6	Bloomington	Regional Office	Bloomington, Minnesota
7	Cedar Rapids	Regional Delivery Center	Cedar Rapids
8	Charlotte	Regional Office	Charlotte, North Carolina
9	Cincinnati	Global Delivery Center	Cincinnati, Ohio
10	Dallas	Regional Office	Dallas, Texas
11	Denver	Global Delivery Center	Denver, Colorado
12	Edison 4th floor	Global Delivery Center	Edison, New Jersey
13	Glendale	Regional Office	Glendale, California
14	Houston	Regional Office	Houston, Texas
15	Little Rock	Regional Delivery Center	Little Rock
16	Milford	Global Delivery Center	Milford, Ohio
17	Naperville	Regional Office	Naperville, Illinois
18	New York	US Headquarters Office	New York, New York
19	New York	R&D Center and Innovation Lab	New York, New York
20	Phoenix	Global Delivery Center	Phoenix, Arizona
21	Plano	Regional Delivery Center	Plano, Texas
22	Rockville	Regional Office	Rockville, Maryland
23	Santa Clara	Regional Office	Santa Clara, California
24	Santa Clara	Silicon Valley Customer Collaboration Center	Santa Clara, California
25	Sharonville	Global Delivery Center	Sharonville, Ohio
26	St. Petersburg	Regional Delivery Center	St. Petersburg, Florida
27	Troy	Customer Delivery Center	Troy, Michigan
28	Westerville	Global Delivery Center	Westerville, Ohio
29	Wilmington	Global Delivery Center	Wilmington, Delaware

In March of 2008, TCS launched the first U.S. Delivery Center, TCS Seven Hills Park, in Milford, Ohio. The Center was created to provide cutting-edge technology services to customers across the nation. Seven Hills Park directly employs more than 950 employees, the majority of which were hired directly from top tier colleges and universities across the Midwest and

throughout the United States. Serving numerous customers across all major industries, Seven Hills Park represents our clients by providing niche digital services that uniquely combine technology excellence, culture, and real business value. The Center provides a hub for delivering customized solutions via speed to market, niche skills, and data privacy with facilities located on a 223-acre green and wooded campus.

Contact Person: Billy Haynes
 Title: Director of Business Development
 Company: Tata Consultancy Services Limited
 Address: 13929 Center Lake Dr
 City: Austin State: TX Zip: 78753
 Phone: 979-338-0057 Email: Billy.Haynes@tcs.com

- Define your standard terms of payment.

Net-30 days from invoice.

- Who is your competition in the marketplace?

TCS is a leader in Global IT and Business Process Services Companies. We generally compete head-to-head with the top IT Integration firms in the world. In the following figure, we demonstrate our high-ranking positions among other top global IT service companies.

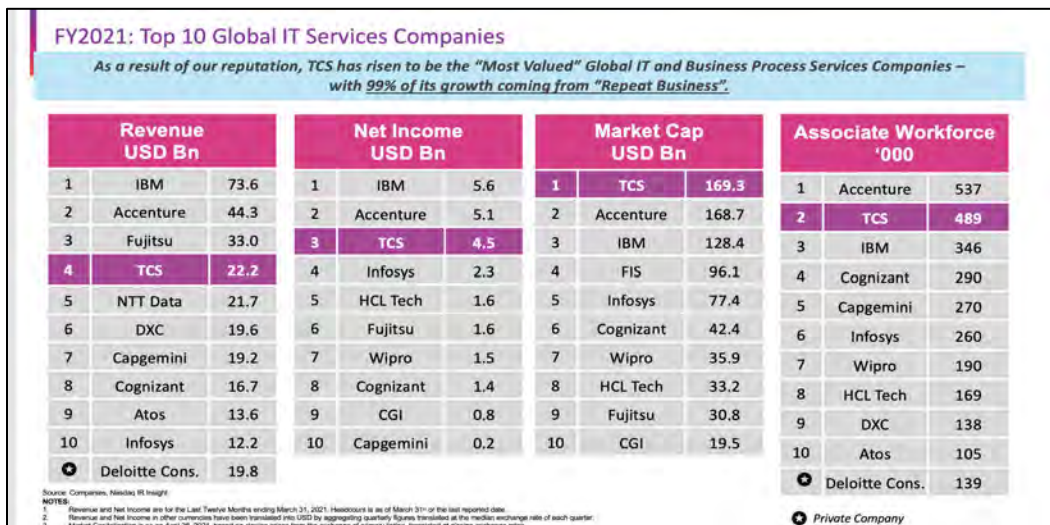


Figure 2: TCS ranked among the Top 10 Global IT Services Companies

- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations

TCS does not release financial information broken out as requested. The level of financial detail available can be found in our annual report. You can find the annual report, along with

all other publicly released information on TCS finances, at the following URL: <https://www.tcs.com/investor-relations>.

- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 5,000,000 in year one

\$ 7,500,000 in year two

\$ 10,000,000 in year three

- What differentiates your company from competitors?

TCS is the most reputable IT services company in the world, with nearly 99% of our revenue coming from repeat business. We focus on delivering our customer' and delivering long term value. Our customer focus is truly what differentiates us. The following figure demonstrates how our services revolve around customer-centricity.

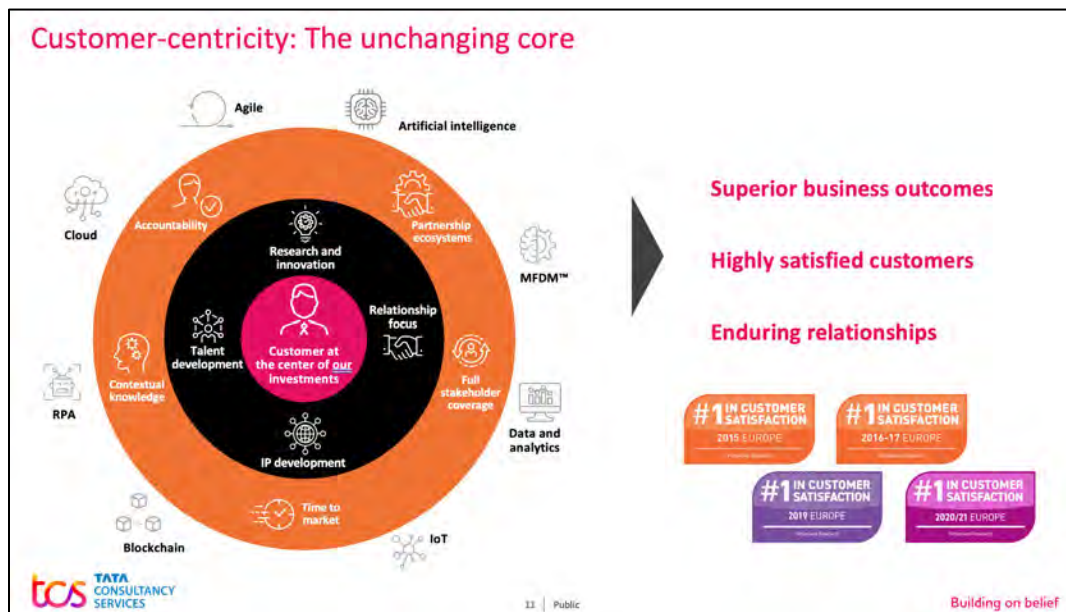


Figure 3: TCS' Customer-Centricity

Beyond the customer focus, TCS further differentiates itself with our deep commitment to the communities that we serve. We reinvest 50% of our profit into Corporate Social Responsibility (CSR) programs in the communities, such as the examples highlighted in the figure below.



Figure 4: TCS Community Engagements

- Describe how your company will market this contract if awarded.

Currently, TCS has 14 Government and 12 Education-focused Sales Leaders, based in key States across the country with assignments that allow us to cover client needs in all 50 States. Each of these dedicated Sales Leaders will lead our effort to market and sell TCS services across their respective States. Our focus will be on Higher Education, K-12, State agencies, local governments, public utilities, and public hospitals.

TCS will engage the market in several ways:

- Develop and maintain a landing page on the tcs.com website that is reachable from NCPA's website. On this landing page we will highlight our NCPA contract and any other NCPA cooperative contacts we are awarded in the future. The page will feature a description of our capabilities related to Business Process Automation (BPA) and Other Services on contract.
- We have a services marketing organization dedicated to US Public Sector and Higher Education. This organization will assist the local Sales Leader in developing and executing a series of marketing activities described in the following bullets and will be responsible for maintaining the website.
- Additionally, TCS plans to attend and/or sponsor regional and national events associated with NASCIO, EduCause and other similar organizations to market our offerings and to promote NCPA contracts at these events.
- If such opportunities were workable between TCS and NCPA, we would be excited to promote Centers of Excellence (CoE) activities associated with the BPA contract being planned. TCS will be a partner in supporting NCPA to promote, educate, and enable your customers.

- TCS is a market leader in dozens of analyst reports each year. As part of raising our profile in the US Public Sector, we will conduct educational and informational webinars on technology innovations, transformation enablement, process automation, customer experience, and other topics of interest to your customers.
- Additionally, TCS is a top 5 global partner with Oracle, Salesforce, SAP, ServiceNow and other key technology partners. We attend their conferences and partner on cross promoting capabilities with these vendors. Each of these events offer the potential to promote NCPA as an avenue to contracting for services.
- The primary interface for DIR's customers is the TCS Business Development Executive (BDE), who is responsible for coordinating all activities within the company to produce a quality result for the customer. The BDE is responsible for engaging with customers, introducing subject matter experts from the company's vast resources, oversight of the engagement team's development of Statements of Work and coordination of the financial and legal functions. The BDE is supported by a marketing leader, multiple solution leaders and domain experts. TCS has a BDE for State and Local Governments (SLG) and one for Education supporting each State. These BDEs operate in different domains, but each has access to similar company support.



Figure 5: BDE Structure

- **Business Development Executive:** The role of the BDE is tasked leading the marketing, sales, administration, and customer satisfaction for all engagements. The BDE is supported by an extended team that supports across US Public Services.
- **Solution Leaders:** Subject matter experts (SMEs) in various technology focus areas, solution leaders are key in helping customers to understand how technology can be leveraged to improve performance, lower costs, improve resiliency, transform operations, automate processes, develop applications etc. TCS solution leaders have expertise in all competencies requested in this RFP and they will be at the disposal of NCPA customers.
- **Service Delivery Leaders:** SDLs bridge the gap between the concept of how to do something, best practices, and how to best enable practitioners in the field to accomplish these tasks and deliver quality results. SDLs are deep domain SMEs responsible for

defining solution approaches, developing the methodology for delivering consistent results, incorporating process improvement based on customer feedback, and overseeing the work of the Delivery Leaders.

- **Engagement Leaders:** With practical skills and deep experience, Engagement Leaders are on the front line of responsibility for delivering customer results. Engagement Leaders partner with customer leadership and TCS resources to deliver the highest certainty in results of an individual engagement—delivered on time, within budget, and to the highest quality standards.
- **Marketing:** US PS Marketing will play a key role in making TCS one of NCPA’s most valued services partners. Marketing is responsible for the NCPA website content, selecting and executing our role in NASCIO, Educause, HIMSS and other industry marketing events. Additionally, marketing will be key in establishing webinars, CoEs, boot camps and other activities authorized by NCPA. Marketing will be tasked with TCS image and brand awareness in the markets NCPA serves and provides marketing materials and supporting research.
- Describe how you intend to introduce NCPA to your company.

TCS would hold education sessions with the Business Development and Sales Leaders across the US to introduce the NCPA Organization, and to inform them of the new contract, including where and how it can be used. We would also invite NCPA to participate, if appropriate, to help us understand the process and provide insights on how we might achieve the most success with the contract.
- Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Because TCS is purely a services company that develops custom solutions based on customer needs, we do not have this type of website. Instead, we will work with customers to define their requirements and specific outcomes and document those in mutually aggregable Statements of Work.
- Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

TCS will provide a single point of contact for each customer. IT projects are staffed with a Project Manager, who will be available to the customers to answer questions and resolve issues.
- Green Initiatives (if applicable)

To reiterate our commitment to environmental sustainability, TCS has already achieved its 2020 target of reducing its specific carbon footprint by 50% (relative to baseline year 2007-2008). We have reduced our specific energy consumption, which is the biggest contributor to our carbon footprint, by over 51.4% over the baseline year. Green infrastructure, green IT, and IT-enabled operational efficiencies support TCS’ energy and carbon management process.

Over 50% of our total real estate portfolio is certified green building space, and 80% of all TCS-owned real estate is IGBC/LEED-certified green infrastructure. Key features of our green

buildings include energy-efficient design, onsite renewable energy through rooftop solar photovoltaic (PV) panels, solar thermal installations, chiller waste heat recovery units, and solar PV panel-based peripheral lighting systems.

Energy and Carbon Performance (baseline year 2007-2008):

- 51.4% reduction in specific electricity consumption
- 13 LEED-certified campuses
- Achieved the target PUE of 1.65 across 13 key data centers. Power usage effectiveness of 1.71 across 23 key data centers
- 52.5% reduction in specific carbon footprint
- 8.45% of total power from renewable sources
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

Please refer to our Policy Statement below.

POLICY STATEMENT

TCS is an equal employment opportunity employer and is committed to a proactive program of affirmative action and diversity development. TCS will continue to recruit, hire, train, and promote into all job levels without regard to race, religion, gender, marital status, familial status, national origin, age, disability, sexual orientation, gender identity, source of income, or protected veteran status.

Accordingly, all personnel actions, such as compensation, benefits, transfers, social and recreational programs, etc. will be administered without regard to race, color, religion, gender, age, protected veteran status, disability, national origin, sexual orientation, gender identity, or any other basis prohibited by applicable law.

It is the policy of TCS that every employee has the right to work in an environment where each individual is treated with respect and dignity. Consistent with this policy TCS is committed to maintaining a work environment that is free of bias, prejudice and harassment.

It is TCS practice to prohibit illegal workplace harassment and discrimination. This prohibition includes forms of harassment that violate state and federal laws, and forms of harassment that may not violate law, but which violate TCS Human Resources policies because they are not conducive to creating a respectful work environment for employees.

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications.

Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

We do not feel this is applicable to our situation. We are authorized to and do conduct business in all 50 states. We are not subject to special registrations and certifications, like “Professional Engineer” or similar designations.

5. Tab 5 – Products and Services / Scope

5.1 Warranty

We do not feel that the warranty clauses apply to our proposal since we are bidding only services and no products nor construction. We certainly believe in standing behind our work and would be open to further discussions.

5.2 Business Process Automation Solutions and Services Categories

5.2.1 An Overview – Our BPA Capabilities and Partners

Before we talk about the categories where TCS has made an impact for our customers, we would like to introduce how TCS approaches Business Process Automation (BPA). This is a broad topic with almost limitless possibilities, and NCPA’s customer base needs a partner that can help them reach their desired outcomes, no matter which part of their organization they touch – from the boardroom to the data center and from the call center to the loading dock. TCS has the breadth of partnerships, technical knowhow, and domain expertise to help organizations excel.

TCS does not sell software, but you will see that we partner with some of the most capable software companies in the world to deliver solutions that bring better customer experiences, improve efficiency, save money, and increase accuracy. We are allowed to use the logos of these companies because we are implementation partners, we have achieved certifications, met performance standards for excellence, and have many resource years of experience. We call our practice area that focuses on this technology Digital Process Management (DPM). Below is an introduction to our DPM practice showing the strength of our numbers and breadth of our partnerships. DPM focuses on both traditional BPA tools and the new generation of Low Code – No Code (LCNC) platforms that allow us to quickly develop applications to automate many customer functions.

TCS is considered by the industry analysts to be among the leading companies that provide services in the automation space.

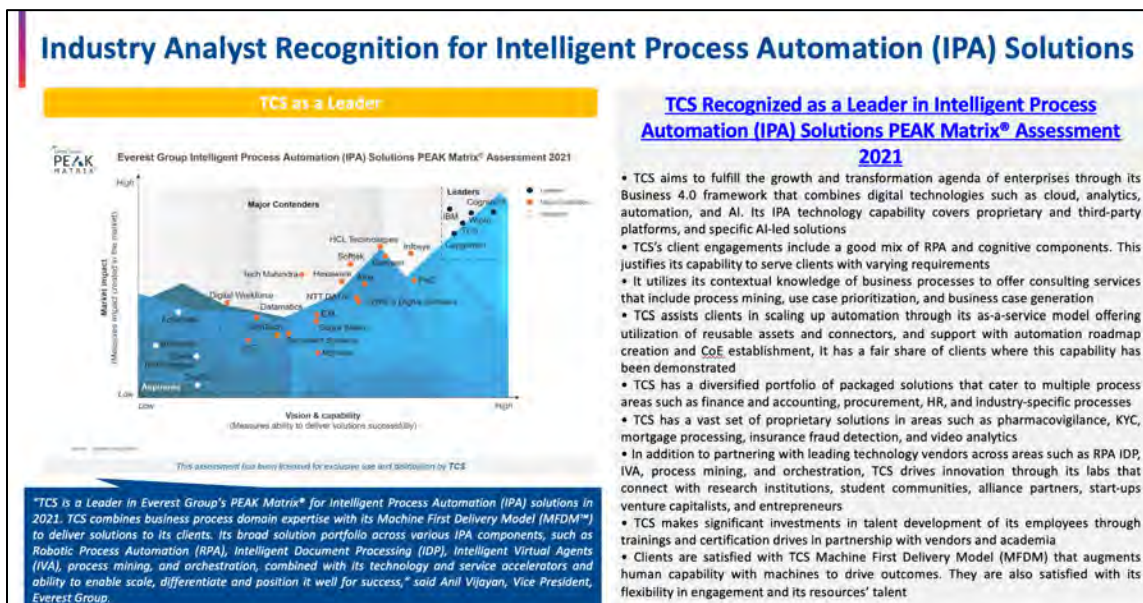


Figure 6: TCS Accolades for IPA Solutions

Our DPM practice has over 3,000 certified BPM professionals and over 150 clients.

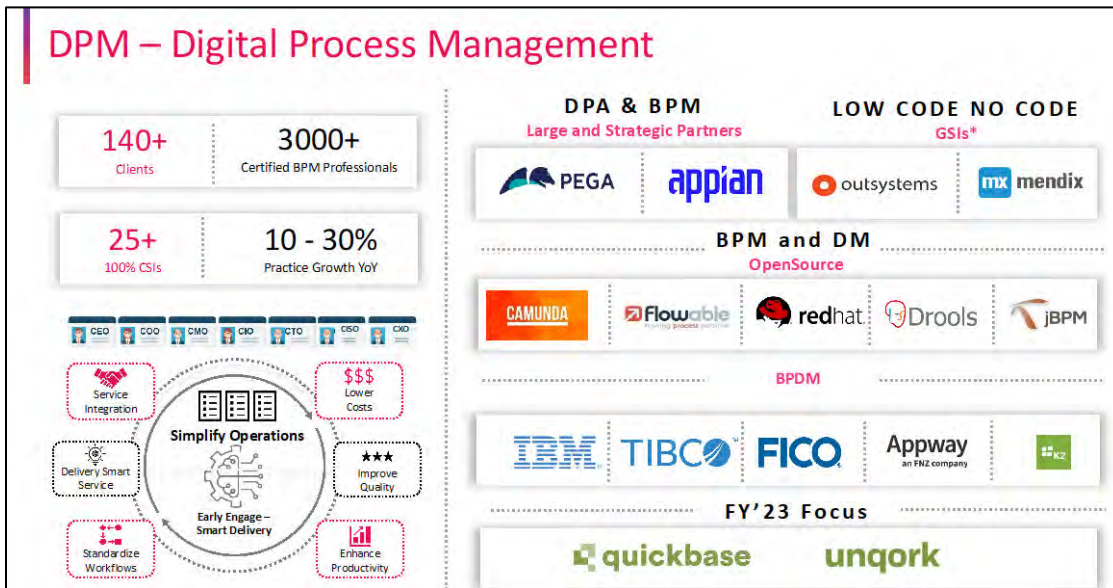


Figure 7: TCS DPM Accolades

As we look deeper into a specific technology within the BPA / DPM realm, you will see that we are a Pega Elite Partner with over 20 years of Pega implementation experience.

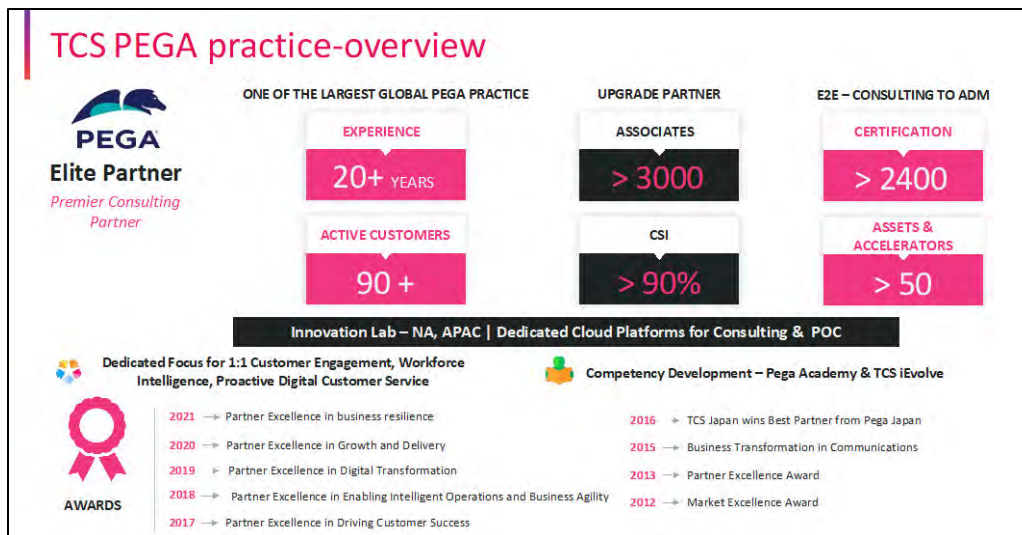


Figure 8: TCS PEGA Overview

Don't just take our word for it, we are recognized as a leader for Pega services.

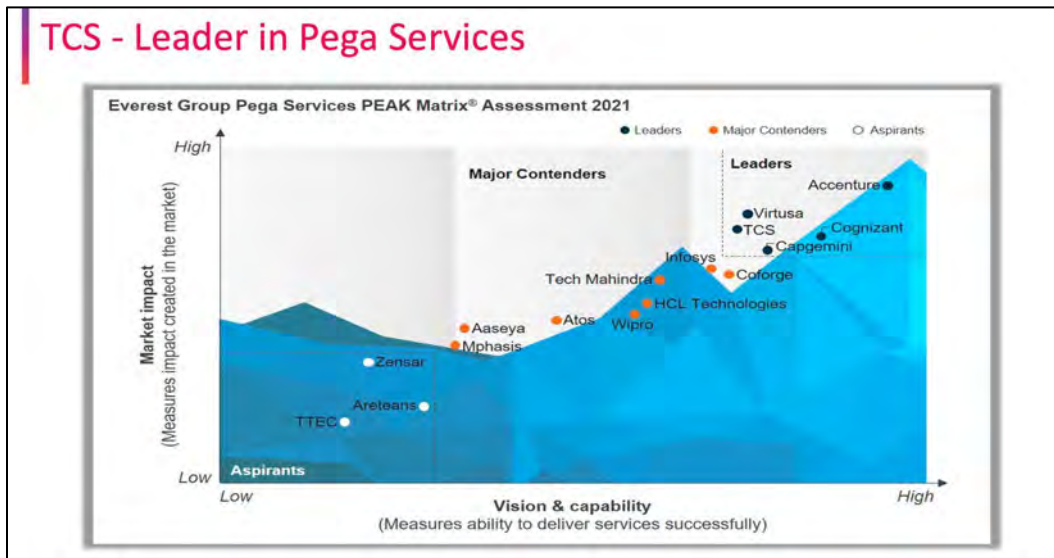


Figure 9: TCS Accolades in Pega Services

Now consider our experience with a leading developer on several LCNC development platforms. We have developed many innovative applications focused on customer experience (CX), Child Support Services, Unemployment Insurance Benefits, Paid Family Medical Leave, and others that simplify and automate business processes across functions. Here is a little about our LCNC experience:

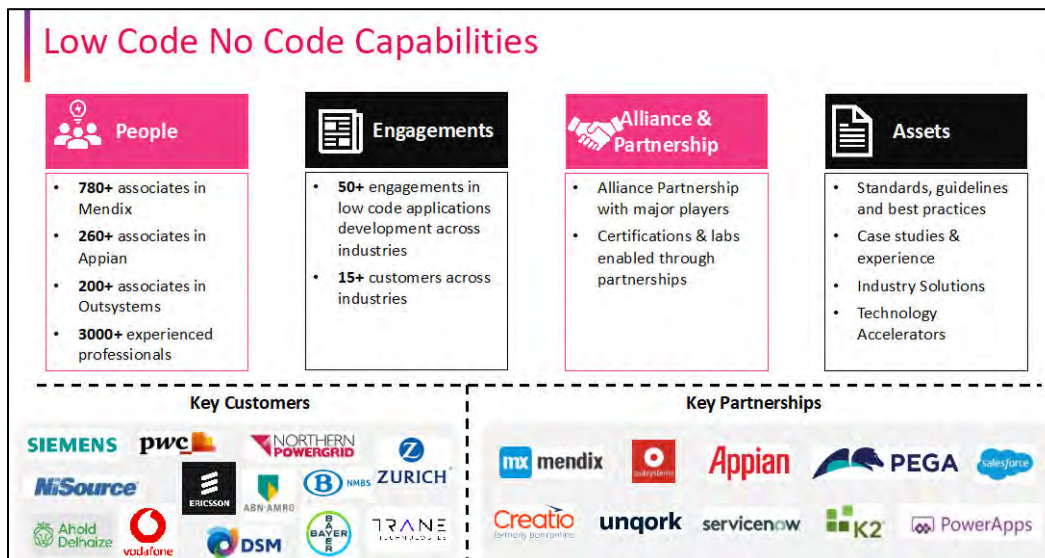


Figure 10: TCS Low Code No Code Capabilities

As an example of the depth of our experience and expertise with LCNC, please refer to the figures below detailing our Salesforce credentials where we have won multiple “innovation awards” for customer applications that we have developed on the platform.



Figure 11: TCS-Salesforce Strategic Partnership Proposition

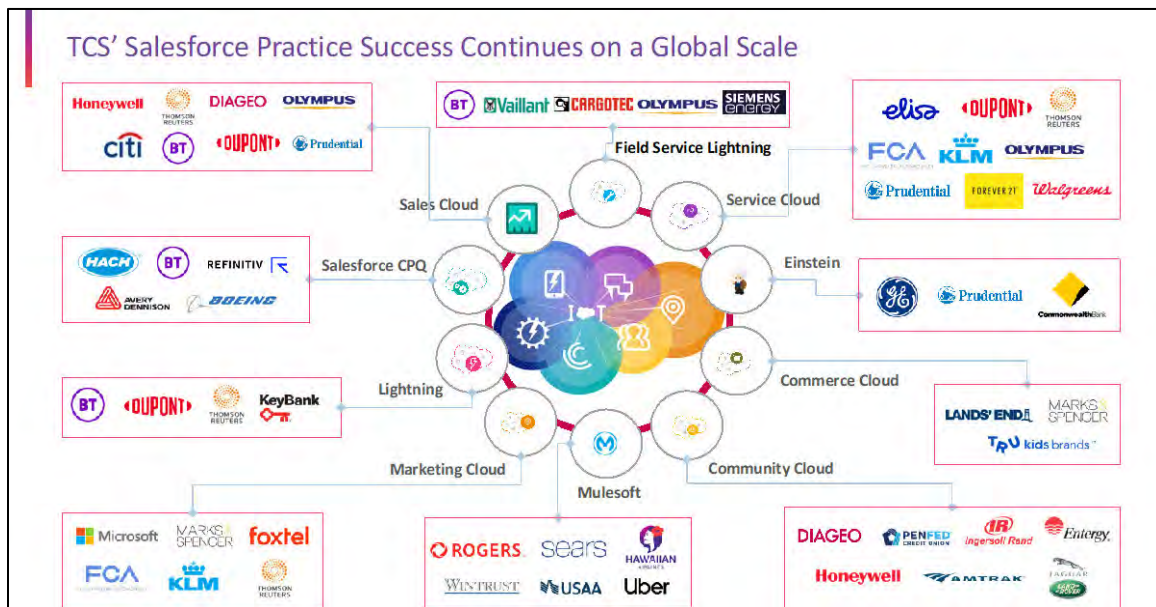


Figure 12: TCS-Salesforce Practice on a Global Scale

Another strong example of our expertise is shown by our strength developing and deploying automation applications on the extremely popular platform – ServiceNow. We help to deploy customer applications with IT, Employee and Business workflow automation.

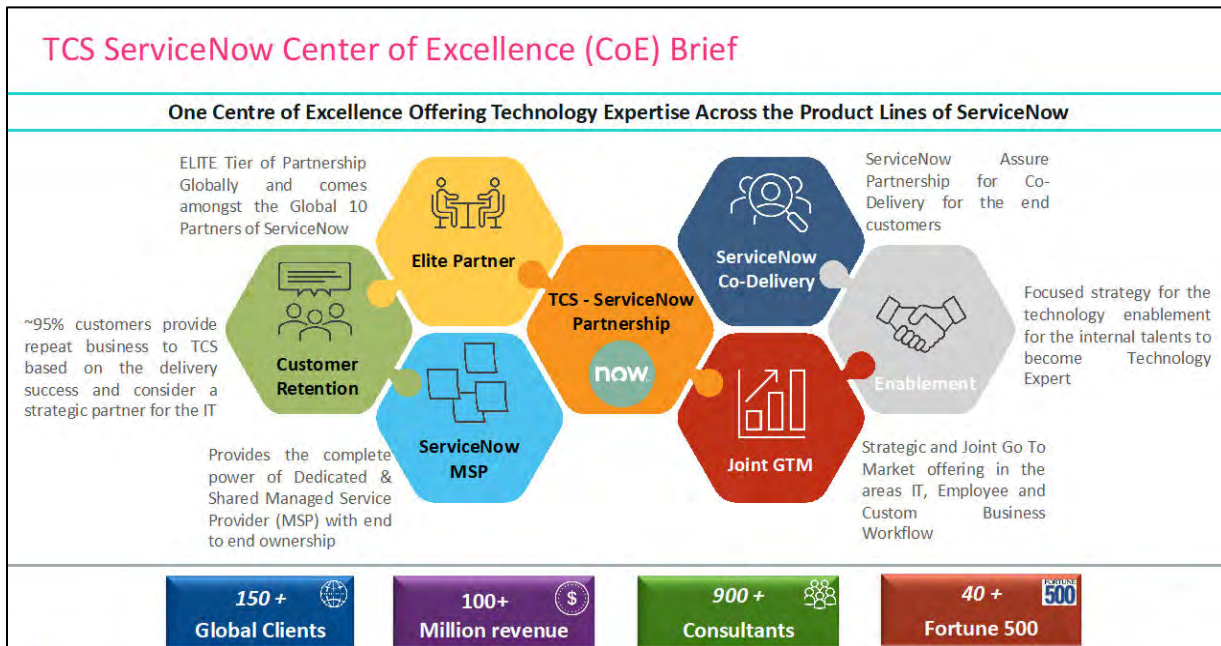


Figure 13: TCS ServiceNow CoE Brief

Combining ServiceNow’s automation capability with our Machine First Delivery Model (MFDM™), we have developed several differentiated offerings that set us apart in the marketplace.

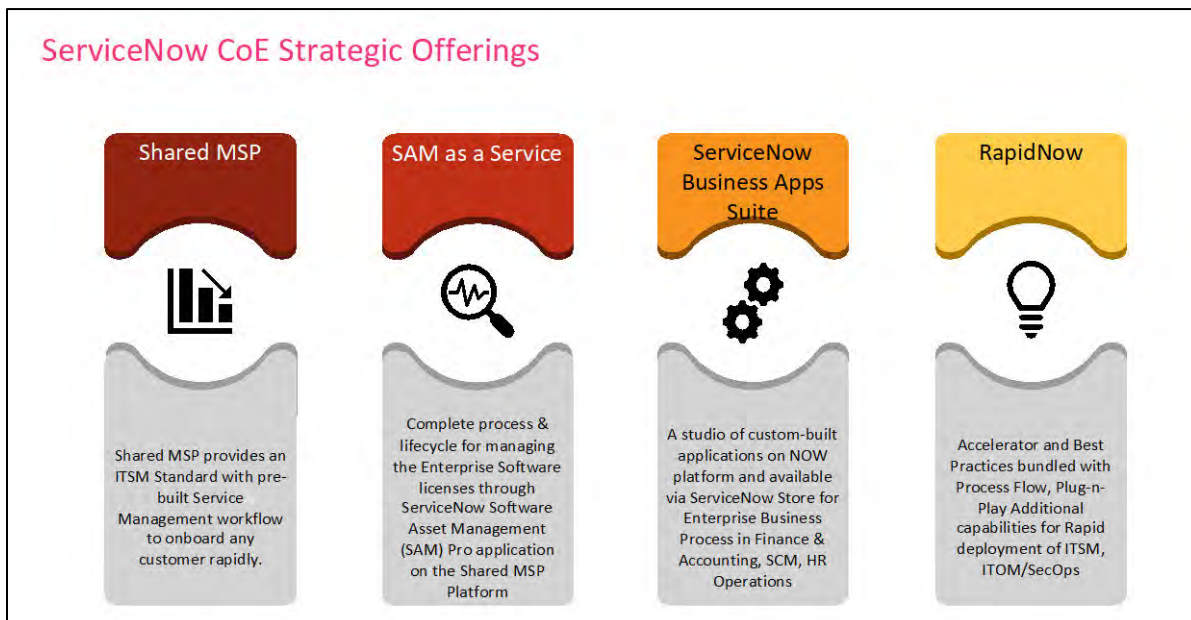


Figure 14: ServiceNow CoE Strategic Offerings

Below are some examples of business processes that we have automated on ServiceNow, related to supply chain management (SCM) and Finance and Accounting (F&N).

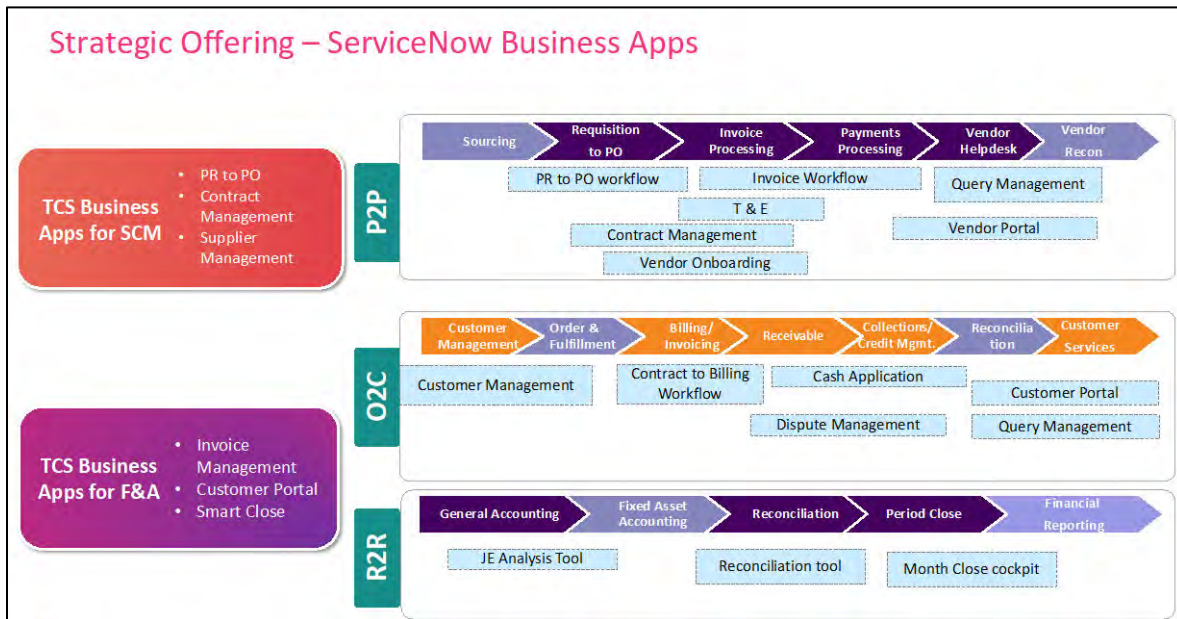


Figure 15: ServiceNow Business Apps

Beyond DPM, we are the industry leaders in Intelligent Automation using our Machine First Delivery Model (MFDM). Intelligent automation allows us to work with existing applications, hardware, and software to refine business processes, produce improved outcomes for stakeholders in all parts of the business.

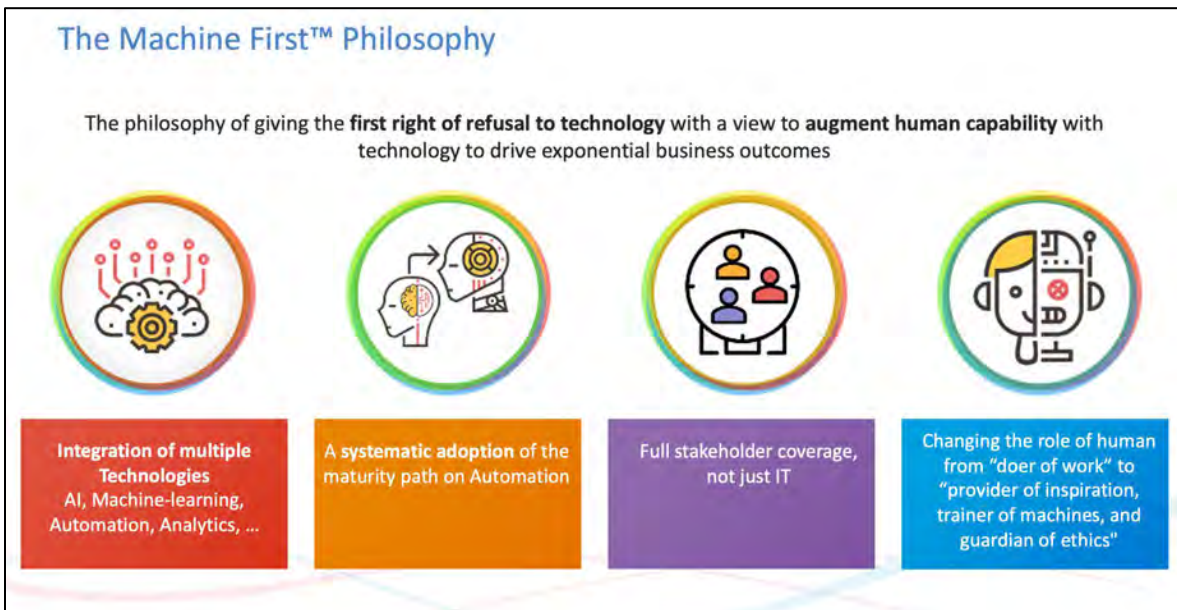


Figure 16: The Machine First™ Philosophy

Through our deep expertise, we can implement MFDM to assist all parts of the business to achieve more consistent outcomes, a lower cost of operation, better governance, improved compliance, higher customer satisfaction and better value for the organization.

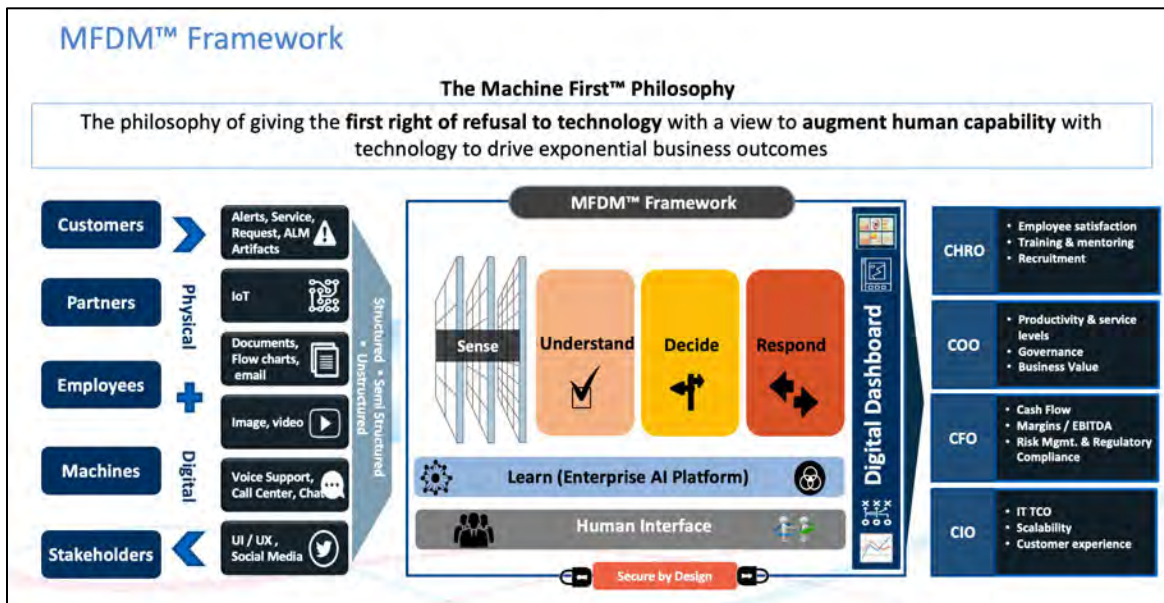


Figure 17: MFDM™ Framework

Intelligent automation isn't just one thing or one technology, we have a verbose toolbox and deep experience to assist all parts of your customers' organizations.

TCS Intelligent Automation Offerings

MFDM™ CONSULTING LED TRANSFORMATION
MFDM™ PROCESS ASSESSMENT | AIOps ASSESSMENT

INTELLIGENT BUSINESS PROCESS AUTOMATION

- Robotic Process Automation
- Process Discovery & Mining
- Content Analytics Services- OCR, ICR NLP
- Chatbots/ IVA/ Email Bots/ NLG
- AI and ML Solutions

INTELLIGENT IT OPERATIONS AUTOMATION

- Cognitive Digital Desk / Contact Center
- Digital Workplace Services
- Intelligent Biz Aligned Command Center
- Autonomous Operation: Infra and Apps

INTELLIGENT PERFORMANCE ENGINEERING

- 360-degree Performance Engineering
- Application Monitoring & Cognitive Analytics
- Capacity, Scalability & Reliability Engineering

360+ Customers **7000+ processes automated** **18000+ Bots in production** **7000+ Automation experts**

Partner Logos: Leader Intelligent Process Automation, Everest, 2020; ignio; servicenow; blueprism; NICE; APPDYNAMICS; dynatrace; UiPath; Gartner; splunk; bigpanda; h2o; appt.ai; celonis; Mobiclio; kore.ai; kapow; Leader Intelligent Automation, Gartner - Market Guide for Intelligent Automation, 2020; Nelson Hall NEAT - Business Process Transformation through

MFDM™ Offerings for Elimination, Automation, Optimization of Operations | Delivering Experience, Resiliency, Productivity to Business

Figure 18: TCS Intelligent Automation Offerings

5.2.2 Customer Experience / Citizen Engagement

The following two case studies are for applications we developed on the Salesforce platform.



Figure 19: Thomson Reuters Case Study

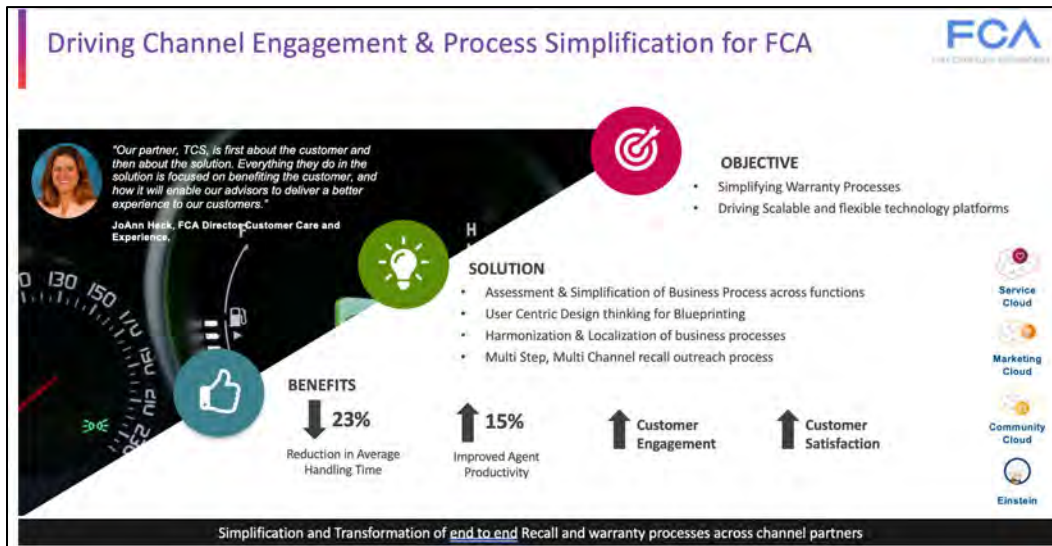


Figure 20: FCA Case Study

5.2.3 Human Resources / Financial Management

Recognized as a global leader in the ERP transformation space, we work with our clients to define processes, simplify, and automate business processes in Human Resources and Financial management. These processes include self-service HR and streamline finance operations.

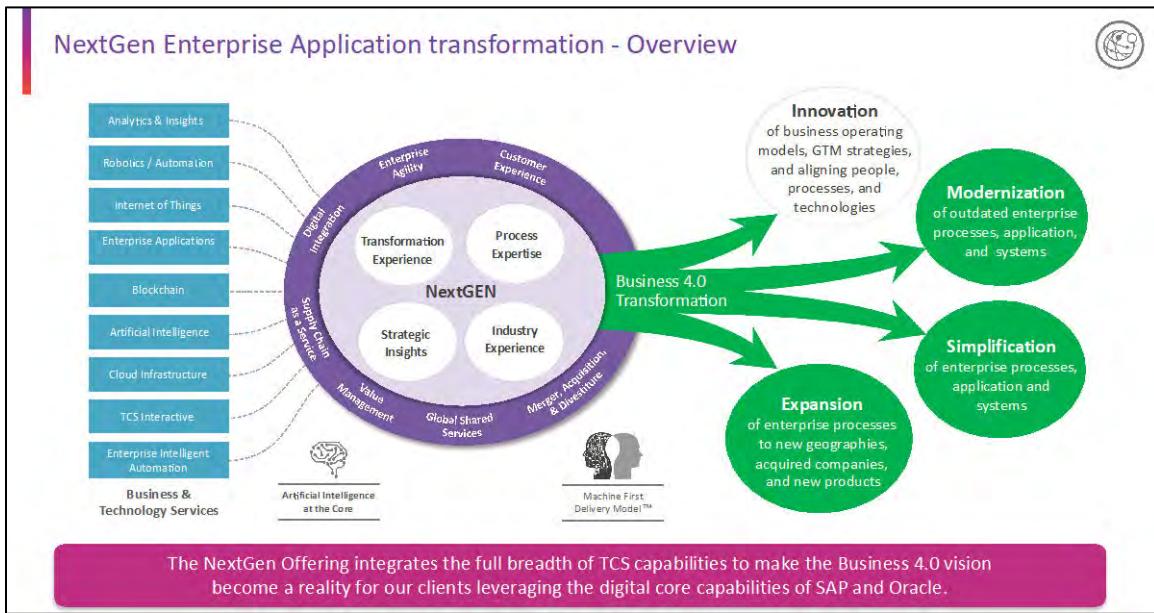


Figure 21: NextGen Enterprise Application

TCS has been highly successful in applying automation to both Oracle and SAP ERP systems to enhance the user experience, improve process flow times, and increase the stability and resiliency of the systems.

Here is some insight into our Oracle practice credentials:

Our credentials

600+ Oracle Cloud Customers	2400+ TDM Certified Implementers	6700+ Cloud Implementation Certification	<div style="text-align: center;">Global FTE footprint</div>
9500+ Oracle Cloud Consultants	525+ Contextual Masters™	3000+ ERP Cloud Certification	
1225+ Agle Practitioners	40+ Service Expertise	1600+ CX Cloud Certification	
		1300+ HCM Cloud Certification	
		600+ SCM Cloud Certification	
		NAM: 1314 CX:381 SCM:79 ERP:545 HCM:256 GBU:39 Others:13	
		EMEA: 1273 CX:188 SCM:205 ERP:606 HCM:211 GBU:53 Others:9	
		APAC: 6808 CX:1793 SCM:611 ERP:2781 HCM:1352 GBU:217 Others:54	
		LATAM: 167 CX:48 ERP:109 HCM:10	

Application

ERP
EPM

SCM

HCM

CX

Platform

OIC, DBCS, JCS, MCS

Cloud Infra

IaaS

Leader in IDC MarketScape for Supply Chain Oracle Ecosystems Services

Achieved the Top-3 "SaaS" partner status within EMEA region by Oracle

Oracle APAC TOP OCI Certified Partner 2020

Leader in IDC MarketScape for Oracle Implementation Services and Oracle Cloud Implementation Services, WW

HCM Cloud Partner of the Year – Oracle Bendix Partner Awards 2019

Oracle India FY19 Partner of the Year – Cloud Platform Innovation

Joint Initiatives | Global Campaigns on New Solution Themes | Solutions Led Offerings | Oracle Cloud SaaS and PaaS Solutions | Strategic Partner Equipment Purchase Program

Figure 22: TCS Oracle Credentials

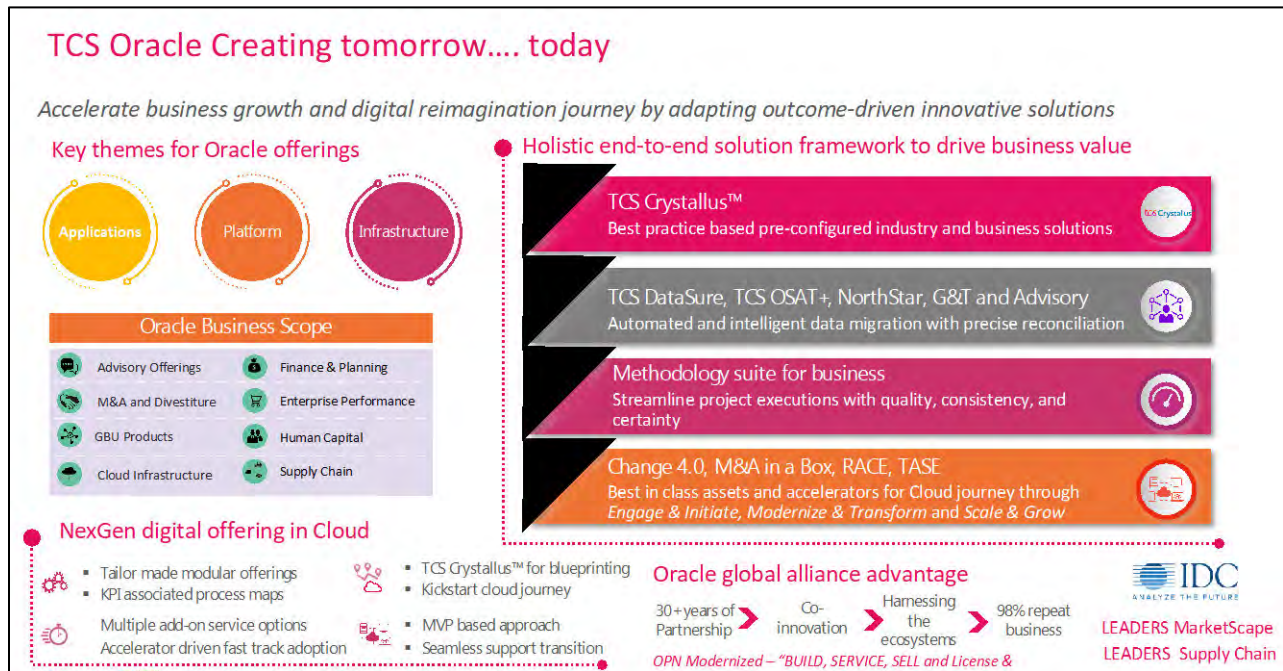


Figure 23: TCS Oracle Creating Tomorrow Today

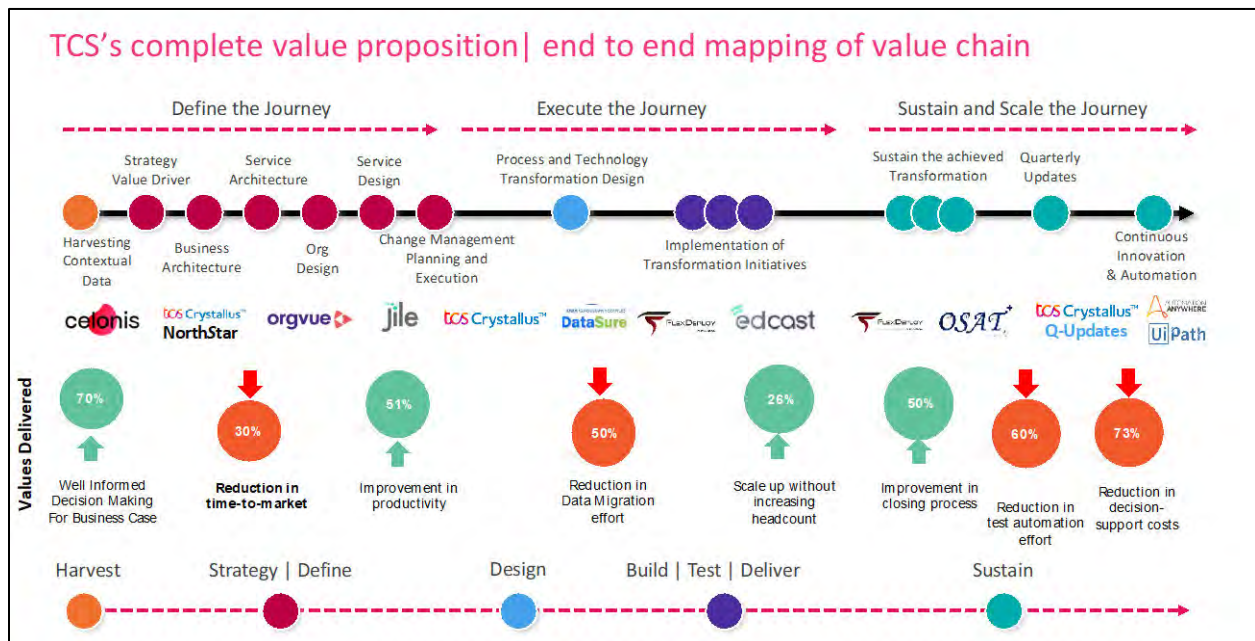


Figure 24: TCS Complete Value Proposition

Here is some insight into our SAP credentials:

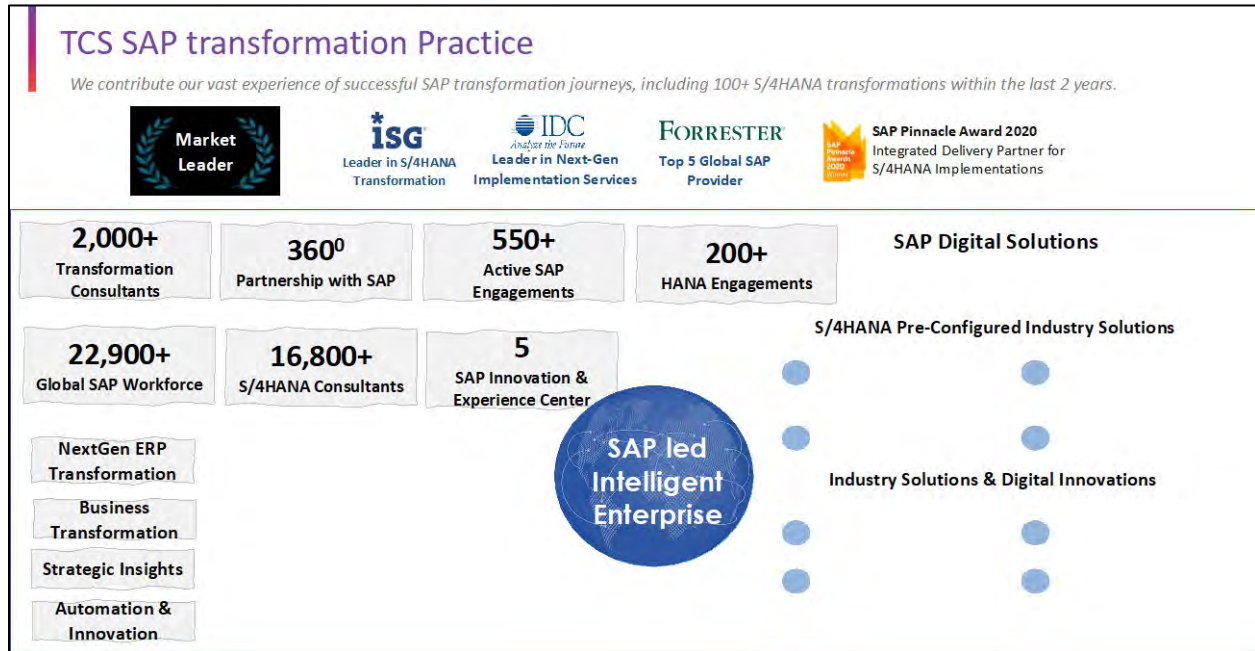


Figure 25: TCS SAP Practice Credentials

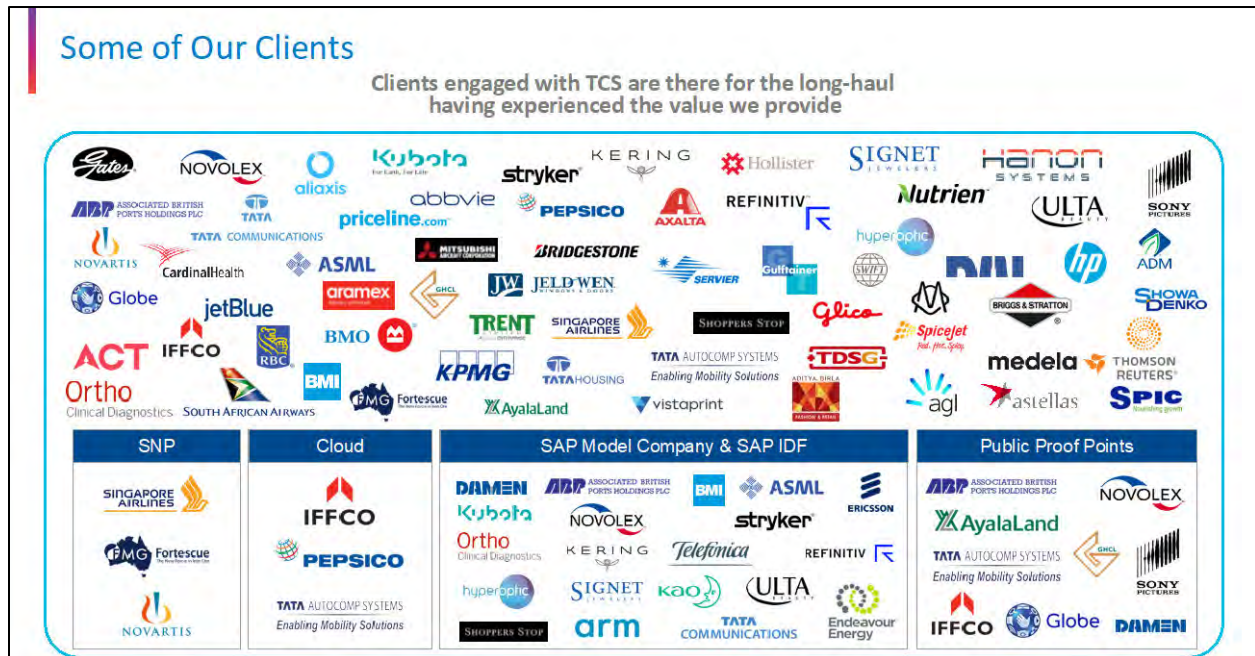


Figure 26: TCS Clients

5.2.4 Child Welfare

Child welfare agencies want to move from legacy data collection-oriented systems to user friendly, automated, and insights-driven systems to empower the caseworkers and improve the outcomes for children and families.

TCS CCWIS 4.0 is a modular, configurable, cloud based, low code platform-based solution to address the State’s unique child welfare transformation needs.

While the Salesforce foundation provides the Security, Scalability and Extensibility, the solution accelerators developed by TCS Child Welfare Practice, provide ready to deploy base solution which can be configured to meet State specific Laws/regulations, Practice model, Preferences, Priorities, Integrations

TCS solution uses Salesforce Experience Cloud and Public Sector Foundation framework. Experience Cloud gives the omnichannel experience to Mandated reporters, Community Partners and Foster care Providers. Case management is built on extensible HHS case management foundation.

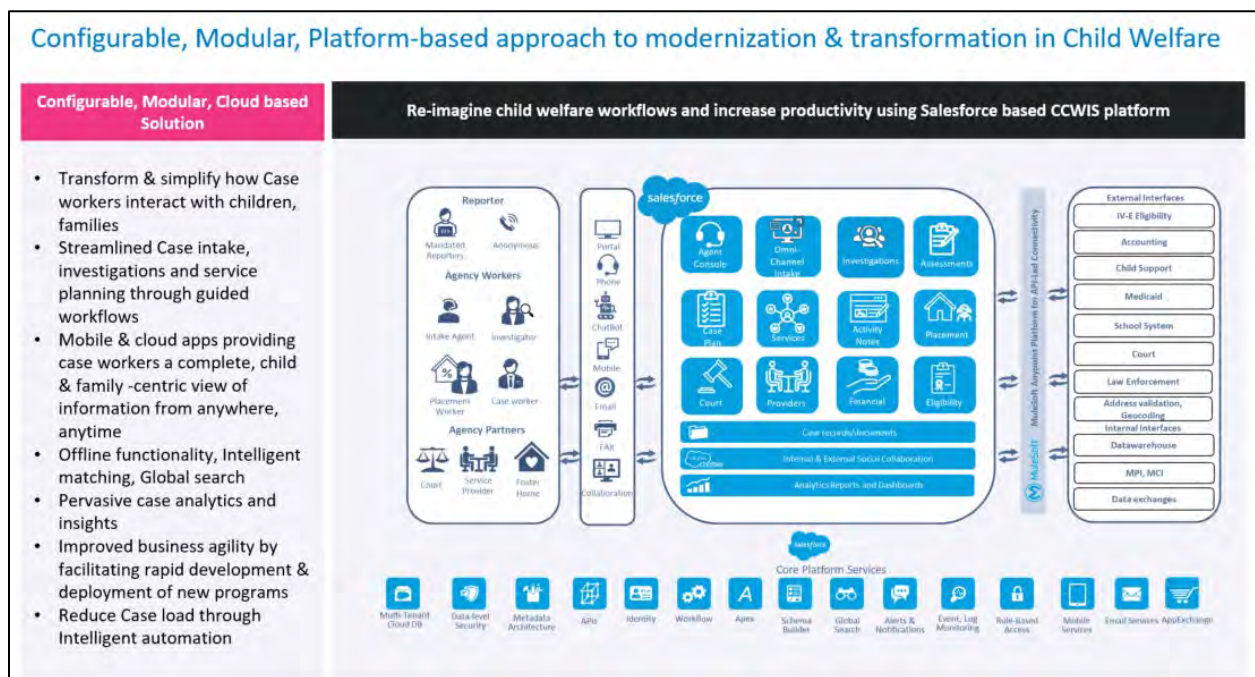


Figure 27: Child Welfare Modernization Approach

5.2.5 Child Support Enforcement Solution

Child Support enforcement systems are one of the oldest legacy mainframe systems, still in use by several States, that have become an operational liability. These legacy systems are difficult to maintain and expensive to run.

TCS offers States an efficient, cost-effective solution through the re-platforming of these legacy platforms to modern, cloud-based, low-code Pega Government Platform. This platform offers an omni-channel application process for custodial parents, engages effectively with non-custodial parents, and provides right tools to the Child support workers through the journey of the case – initiate, locate, establish paternity and support and enforcement.

The solution leverages a low-code Pega Government platform, a Customer Service framework and a pre-built solution accelerators developed by TCS. These accelerators shorten the development cycle and easily adapts to changes in regulations and policies.

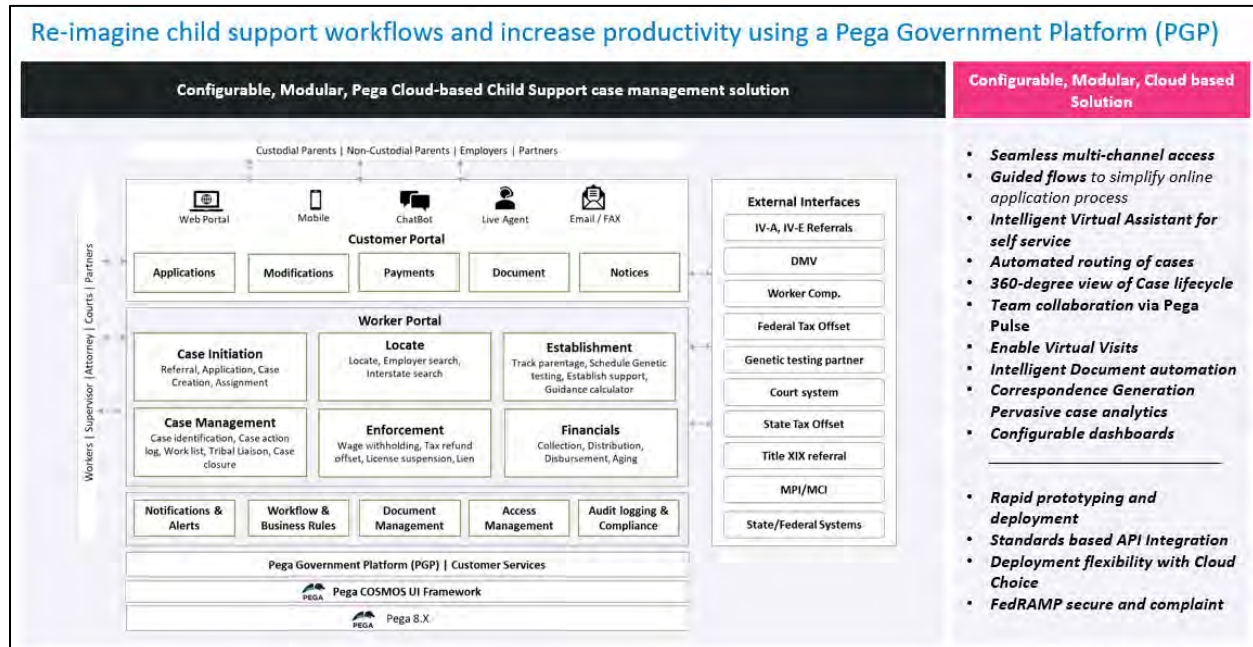


Figure 28: Child Support Workflows Reimagined

5.2.6 Unemployment Insurance (UI) Benefits, Tax and Appeals Solution

TCS is an established leader in unemployment solutions that automate and track everything that States must do to administer UI Benefits and Tax systems. Our solution relies on highly automated processes, employing numerous bots and advanced analytics to avoid fraud. During the pandemic, States using the TCS solution were able to scale the system seamlessly to process overwhelming volumes of claims. Quick mobilization by our services allowed us to add additional automation that helped to efficiently clear unprecedented caseloads.

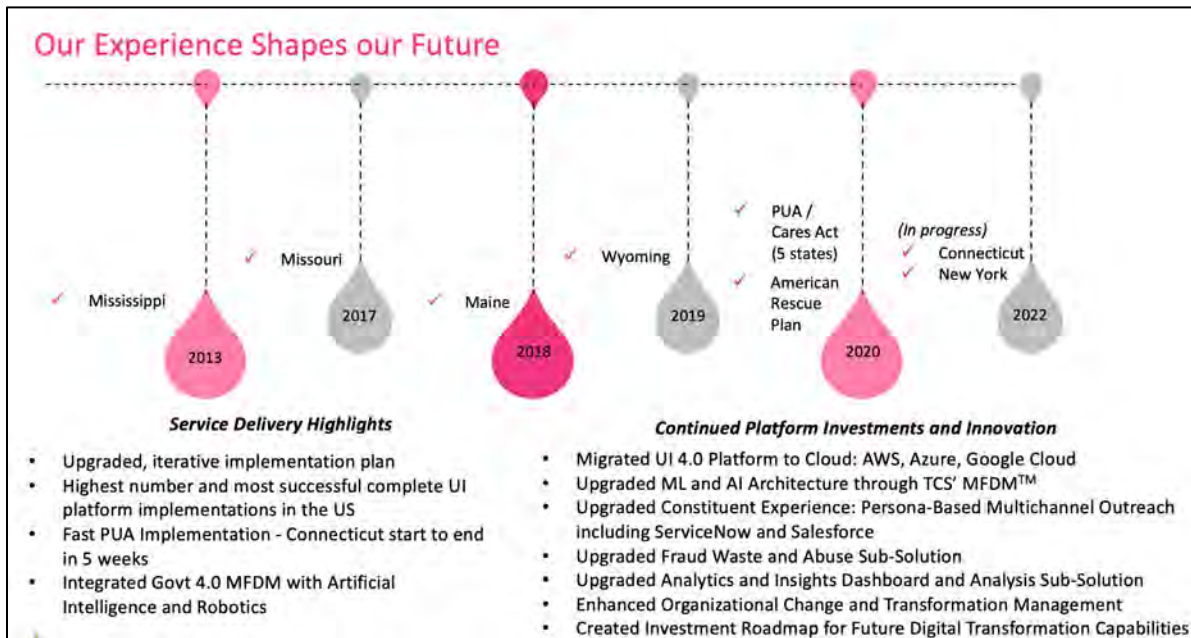


Figure 29: TCS State Experience

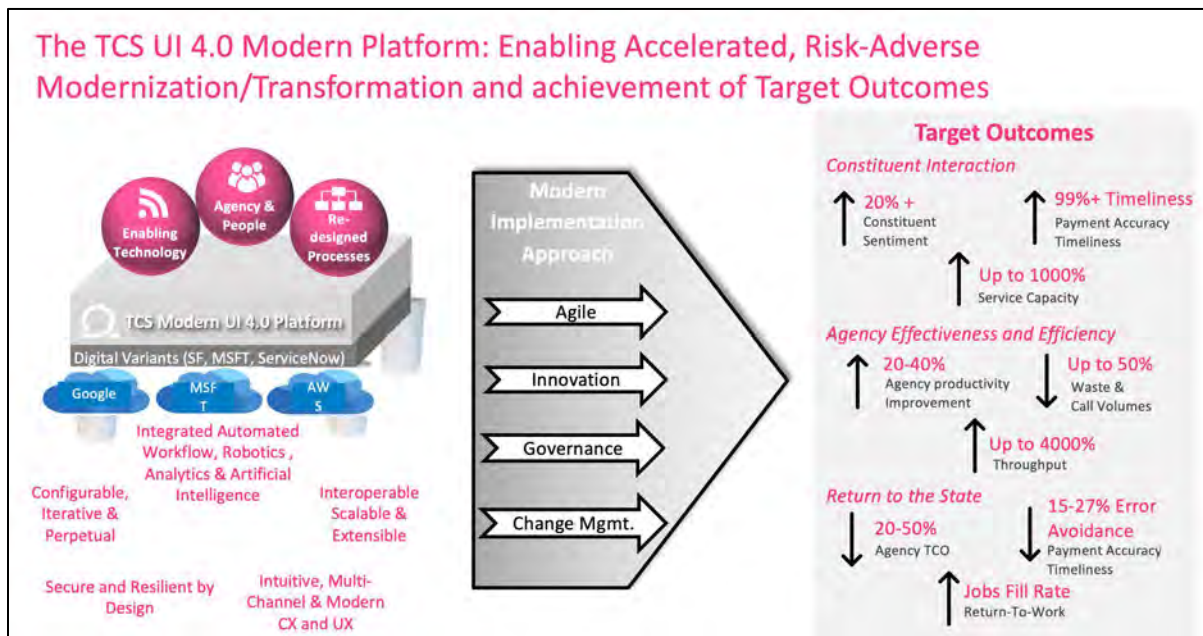


Figure 30: TCS UI 4.0 Modern Platform

Paid Family Medical Leave (PFML) Solutions

TCS offers technology and program administration solutions to address the long- and short-term challenges State agencies are facing in the PFML space. TCS has designed a fully integrated, scalable, cloud solution that holistically addresses all aspects of a PFML program – tax, benefits, appeals, reporting, and accounting. Based on in-depth research of the various laws and regulations governing PFML programs across various states in the US, TCS' solution is specifically

configurable and comprises a range of purpose-built features designed to maximize user experience, increase accuracy and speed of outcomes, and lead to increased agency efficiency. The solution’s self-service features make it easy to adopt and simple to use. Equipped with robotics and AI, TCS’ solution helps minimize manual effort, while allowing agencies to quickly scale up operations in case of increased claim loads and continuously monitor and prevent fraudulent activity. The solution’s easily configurable features help States shorten the implementation timelines and begin program administration in a timely manner.

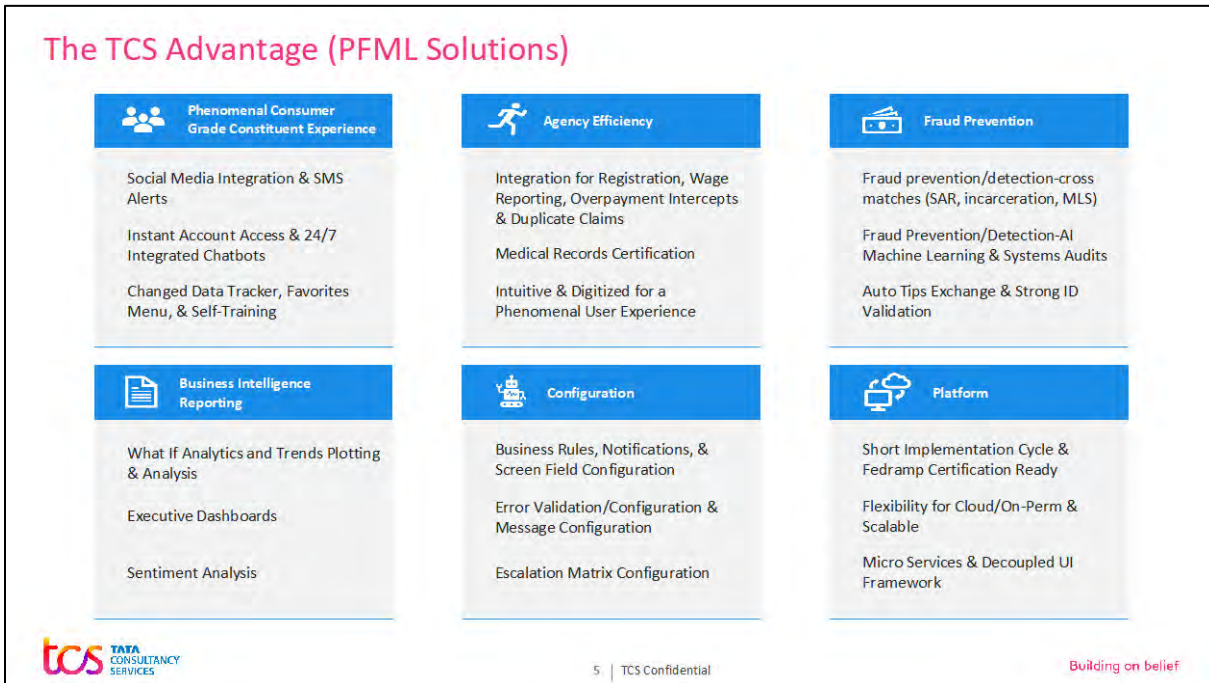


Figure 31: TCS PFML Solutions

Additionally, TCS provides end-to-end program administration services by staff that is knowledgeable in premiums collections, claims intake and adjudication, tracking and ensuring recoupment, and more. Our 24x7 contact center resolves inquiries and addresses concerns, further enabling the smooth running of State PFML programs.

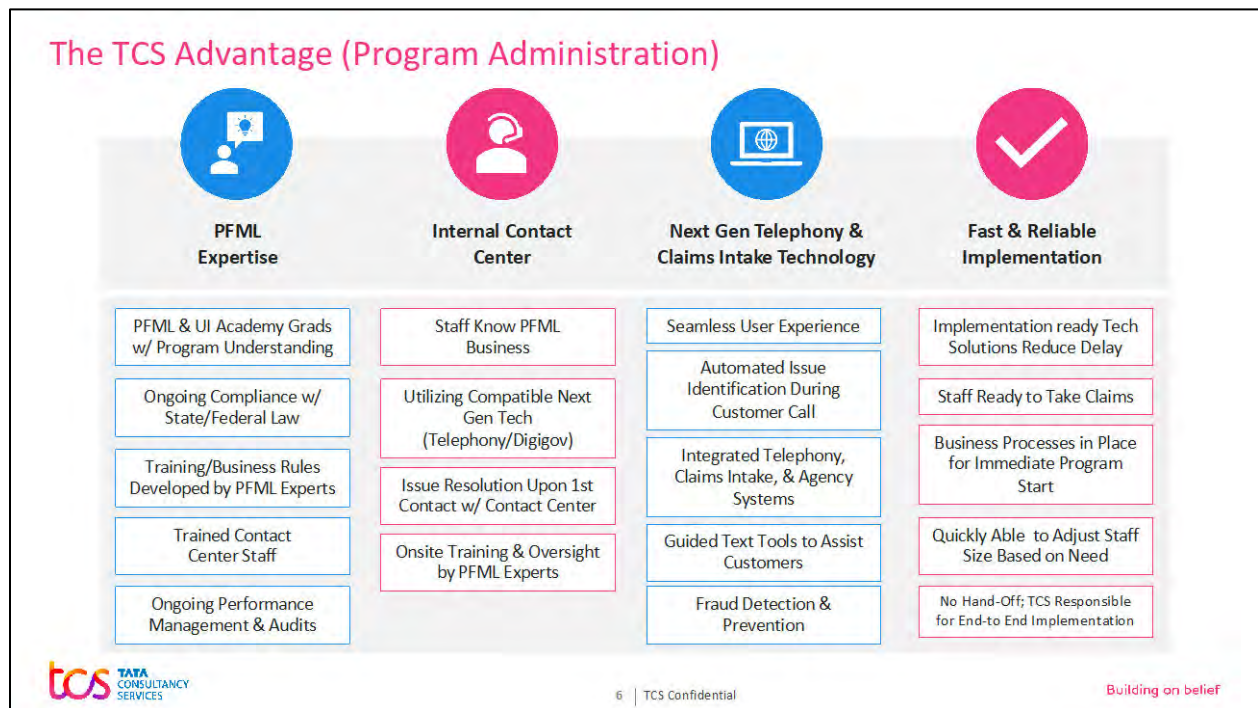


Figure 32: TCS Program Administration Solutions

Workforce Development Solutions

TCS workforce offerings have been developed across industries to achieve business outcomes faster, leading to a transformational ROI in the medium to long term. TCS provides the following advantages to support its offerings.

- ♣ **Blended Domain Expertise:** TCS being a beneficiary of this solution, has built-in expertise from the contextual knowledge across industries gained over the years, coupled with behaviour science, physio-psychology, and neuroscience, maintaining GDPR and FERPA compliance.
- ♣ **Full-services play:** TCS has a deep understanding of industry dynamics, that offers a wide array of services, including business case development, readiness assessment, business process definition, integration, implementation, business process services, change management, and business support services.
- ♣ **Analytics First Approach:** TCS' D3 solution framework allows organizations to develop incisive analytical capability to modernize their technology stack in alignment with the business goals.

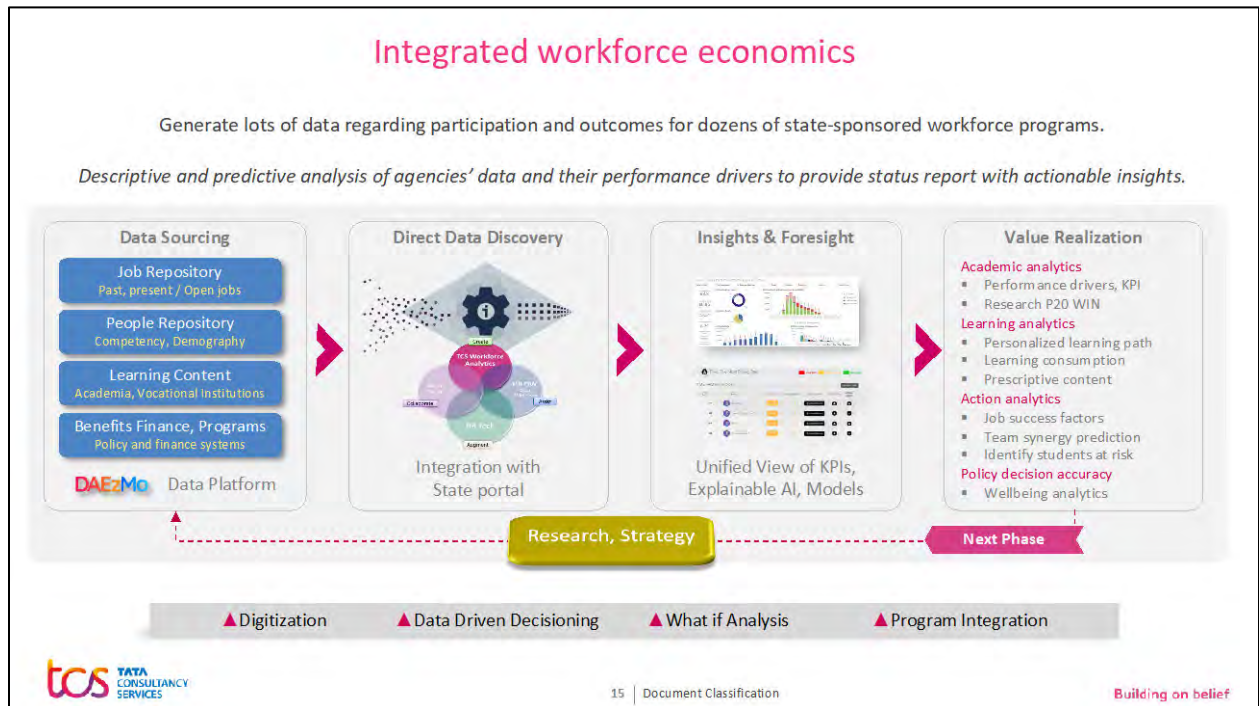


Figure 33: TCS Integrated Workforce Economics

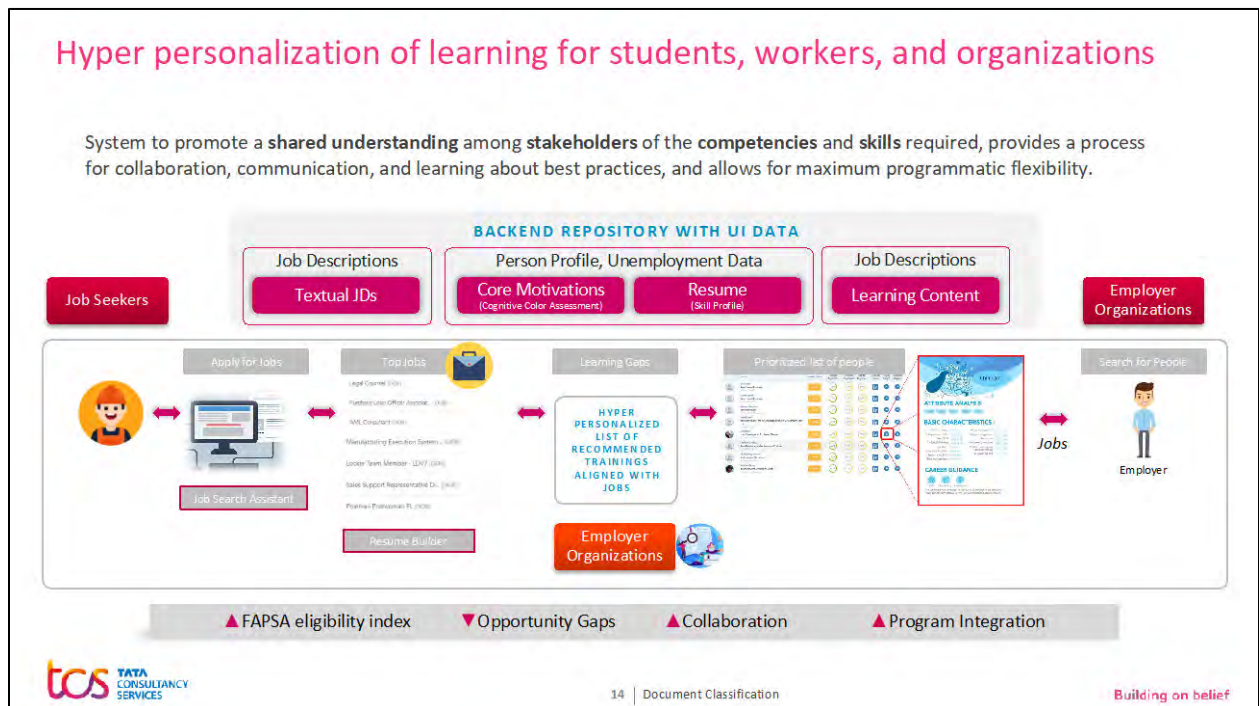


Figure 34: TCS Hyper Personalization of Learning

Education Offerings

With the global economy increasingly centered on knowledge and skill, educational institutions are moving from traditional teaching methods to custom methodologies that promote anytime, personalized, and adaptive learning. Disruption in education with the adoption of online learning platforms and the move to cloud-based solutions have brought about radical changes in education. Equity in education and accessibility to learning are key. The COVID-19 pandemic has served as one of the biggest disruptors as well as accelerators in the education sector by making online learning feasible, easily accessible, attractive, and effective. Education has expanded out of physical spaces to evolve into a blended classroom marked by anywhere, anytime learning. Blended, technology-supported education that is ‘phygital’ in nature and aimed at improving personalization, engagement, and ultimately outcomes, will not only enrich students, but also teachers and institutions — a win-win for individuals, government, and society. TCS has a complete set of offerings for Higher Education, as outlined in the below figure:

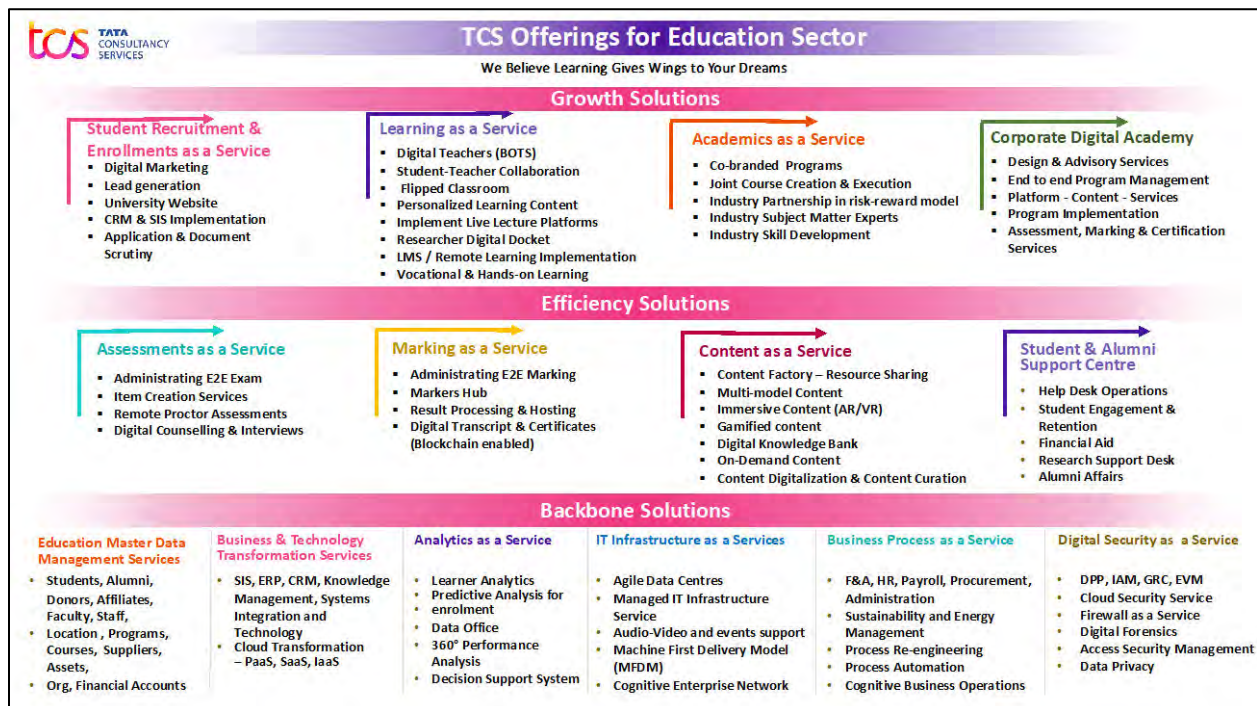


Figure 35: TCS Offerings for the Education Sector

The following are some case studies indicating TCS’s ability to make improvements in process and drive outcomes at Institutes of Higher Education:

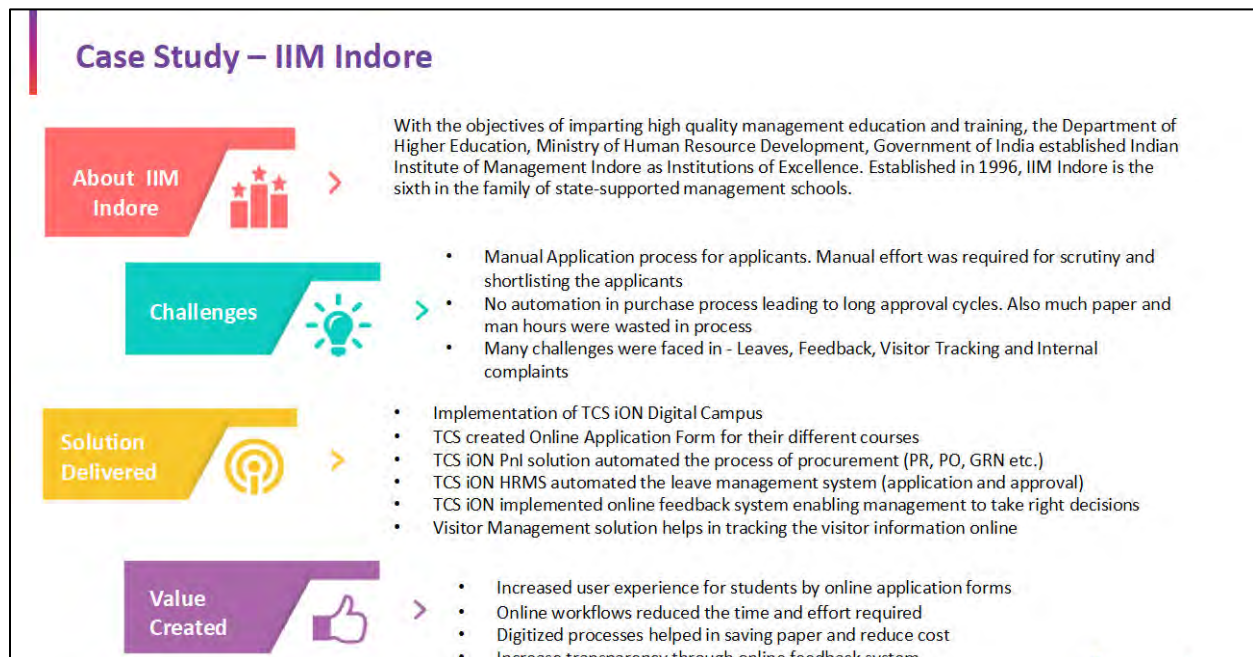


Figure 36: IIM Indore Case Study

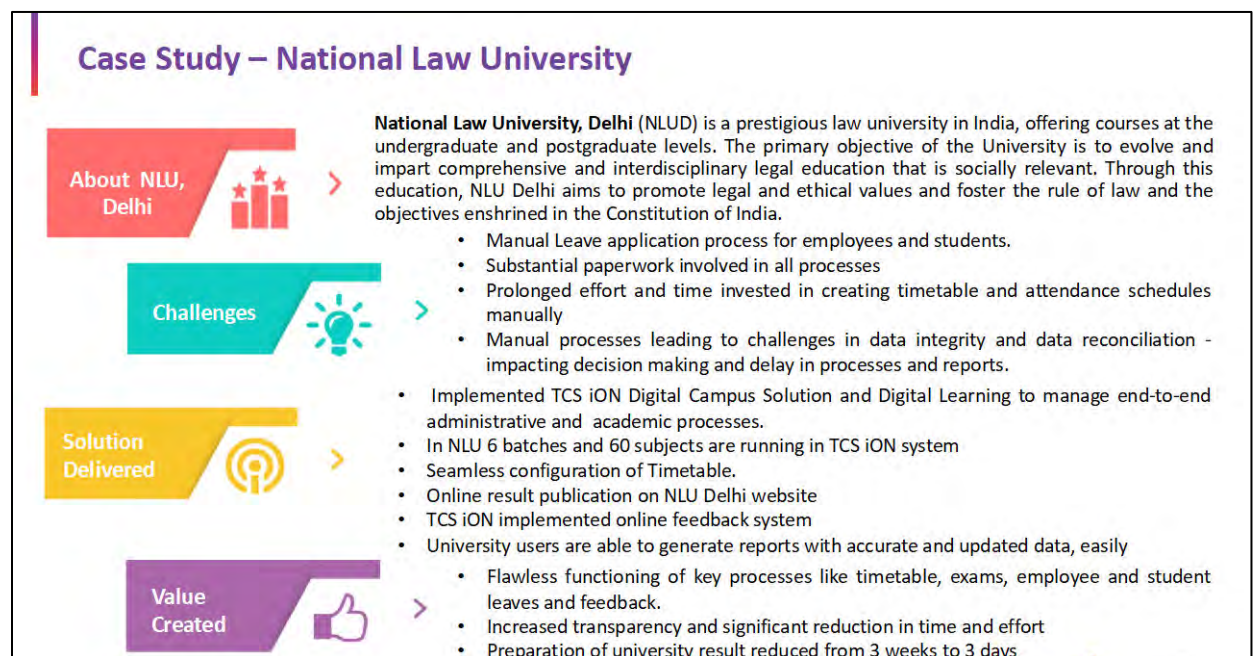


Figure 37: National Law University Case Study

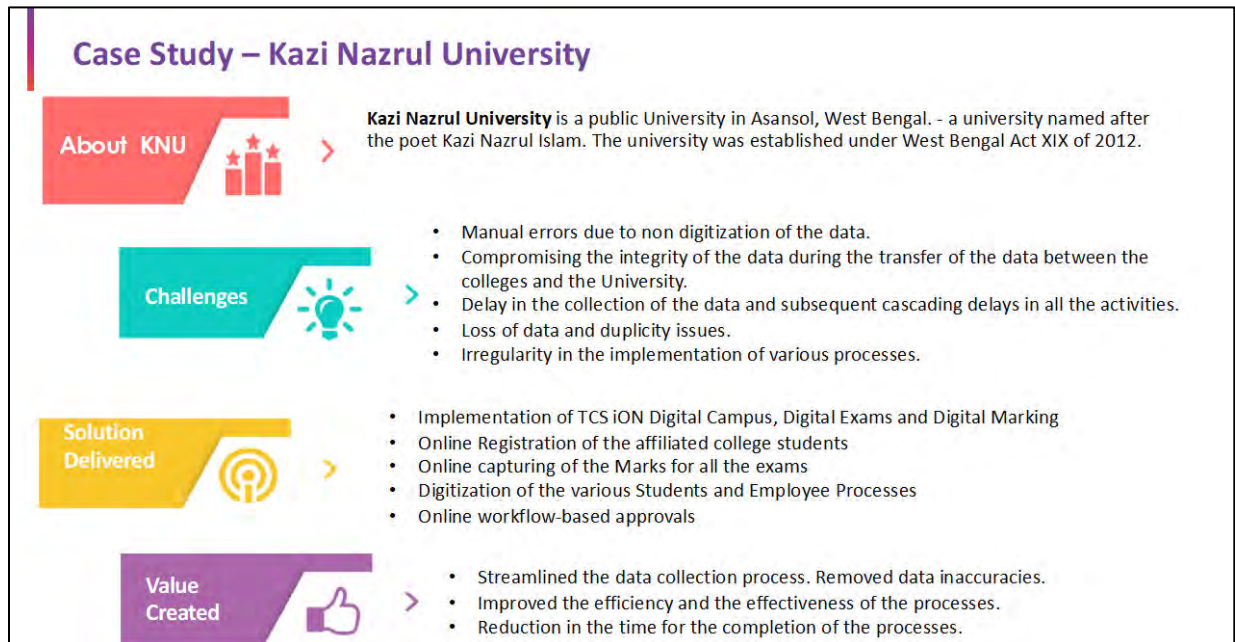


Figure 38: Kazi Nazrul University Case Study

7. Tab 7 – Pricing

Please refer to “TCS - NCPA Pricing” - Excel file.

8. Tab 8 – Value Added Products and Services

Consulting And Services Integration

Not only does TCS provide BPA services, but we also bring our clients one of the industry’s most capable technology consulting organizations. IDC ranks TCS as “Major Player” in its 2021 Americas Business Consulting Services Vendor Assessment Report.

“TCS’ Strategic Offerings are value engineered and designed to solve issues of board relevance and include Cloud Strategy & Transformation, Customer Experience Transformation, Risk and Cyber Resilience, Next Gen Transformation, Finance and Shared Service Transformation, Supply Chain Transformation, and Mergers & Acquisitions. Offerings are grounded in TCS’ edge Future of Business thought leadership and Strategic Insights Value Realization programs.”

Strengths:

“Among clients in the Americas region, TCS is viewed as one of the strongest firms at integrating its project teams with clients (being collaborative). On client engagements, TCS is considered to be able to offer high-quality staff and service and meet the project timeline.”

Here are a few of our offerings:

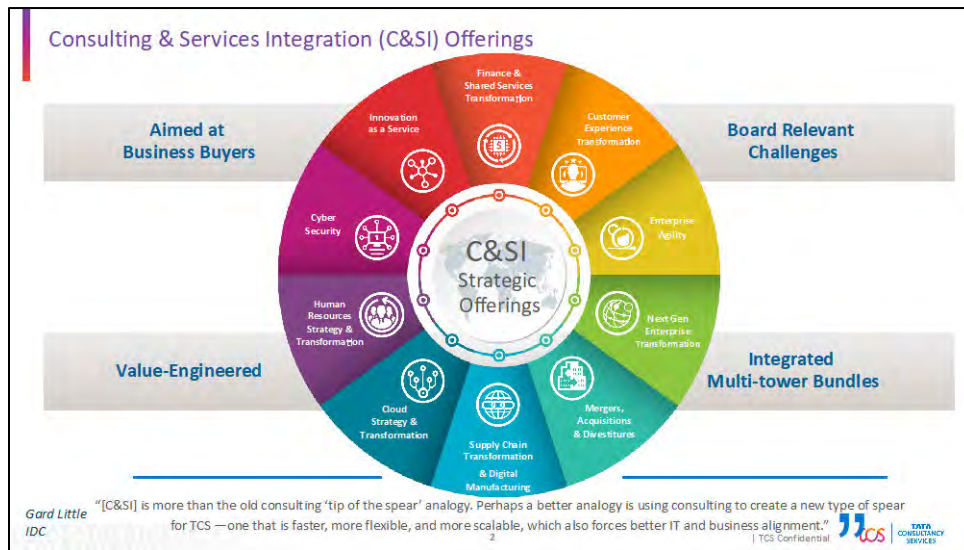


Figure 39: C&SI Offerings

Cognitive Business Operations for IT Infrastructure

TCS’ Cognitive Business Operations (CBO) caters to various the CIO and other stakeholder’s transformational needs by taking responsibility of the entire slices of enterprise IT operations, including process delivery, application services, and the underlying IT infrastructure, and delivers superior business outcomes and experience to all stakeholders through holistic Machine-First™ transformation leveraging Cloud, Analytics, IoT, Machine Learning, AI, and RPA throughout the operational stack.

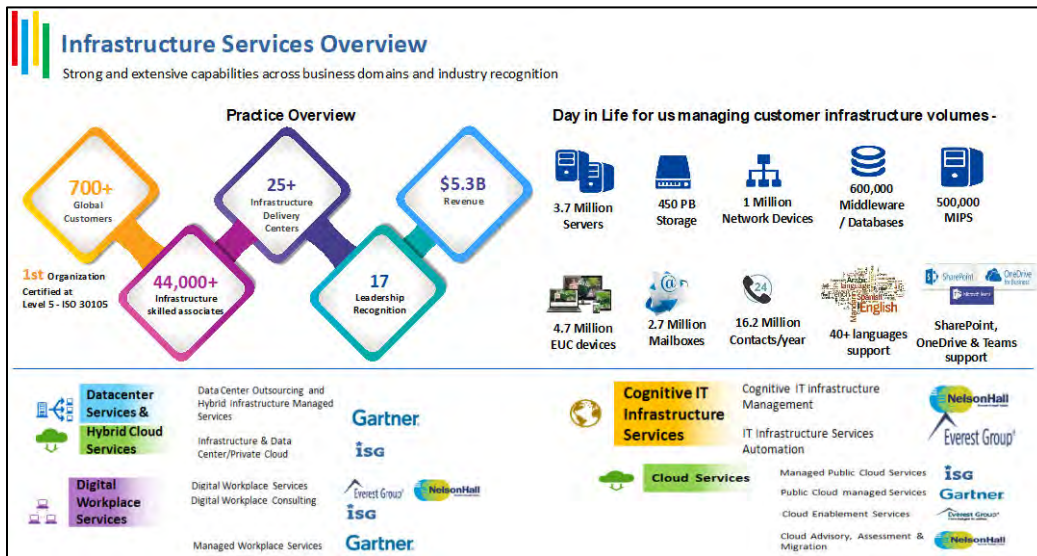


Figure 40: TCS Infrastructure Services Overview

We have a complete end-to-end set of offerings to help any client:

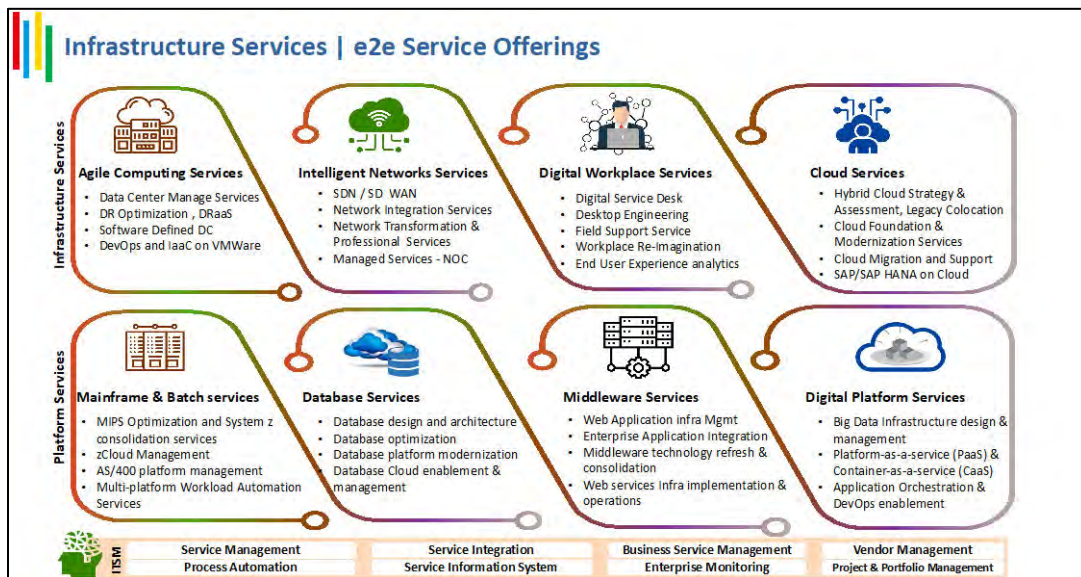


Figure 41: e2e Service Offerings

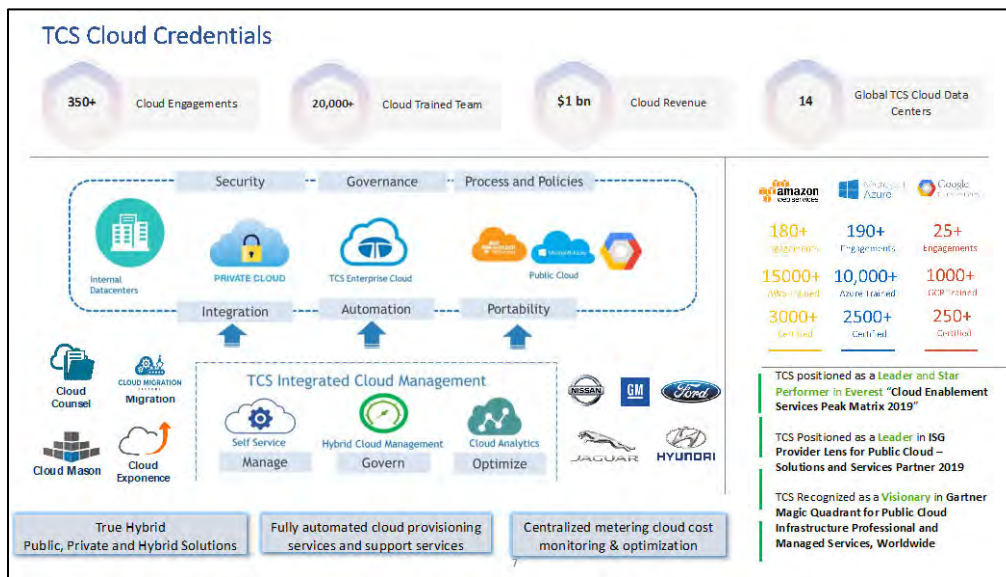


Figure 42: TCS Cloud Credentials

Analytics and Insights

TCS' Analytics & Insights (A&I) service line helps organizations view, understand, and reimagine their businesses through an intelligent data-centric approach. We design innovative solutions for superior business outcomes and help customers execute effective data-driven strategies. The A&I Unit researches key emerging trends, including Artificial Intelligence, immersive analytics, mobility, cloud computing and social networking to develop innovative, practical, and powerful applications to deliver business results.

Our powerful team of data scientists, statisticians, and domain experts supports multiple clients across industries through our delivery centers and provides transformational solutions to critical business needs.

Awards and Recognitions:

- TCS Positioned as a Leader in the 2021 Gartner Magic Quadrant for Data and Analytics Service Providers
- TCS Positioned as a Leader in the Everest Group PEAK Matrix® for AI Services Assessment 2021
- TCS Positioned as a Leader in HFS Top 10 Triple-A Trifecta services 2020
- TCS Wins the CIO100 Special Award for Business Transformers
- TCS Wins 2021 Data Breakthrough Award for AI-Powered Software Suite
- TCS was recognized with Global HR Excellence Award 2021 at the World HRD Congress for Excellence in HR Analytics

We believe this recognition is a testament to our vision, strategy, and execution capabilities.

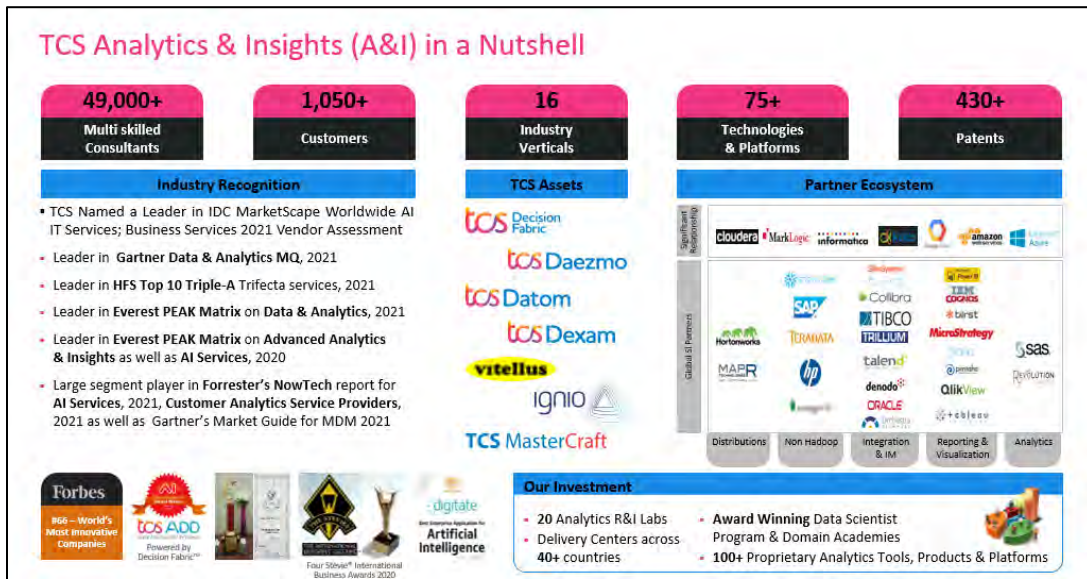


Figure 43: TCS Analytics & Insights

Security

Security is at the forefront of every Public Sector client's mind, TCS brings state of the art defence for our clients and can help secure any enterprise. Below is a little bit about our security practice and accolades. We enable enterprises to fortify their businesses through a full suite of risk-focused, context-aware security services leveraging artificial intelligence, cloud, automation, and agile technologies.



Figure 44: TCS Cyber Security Practice Overview

How we structure our Security offerings:

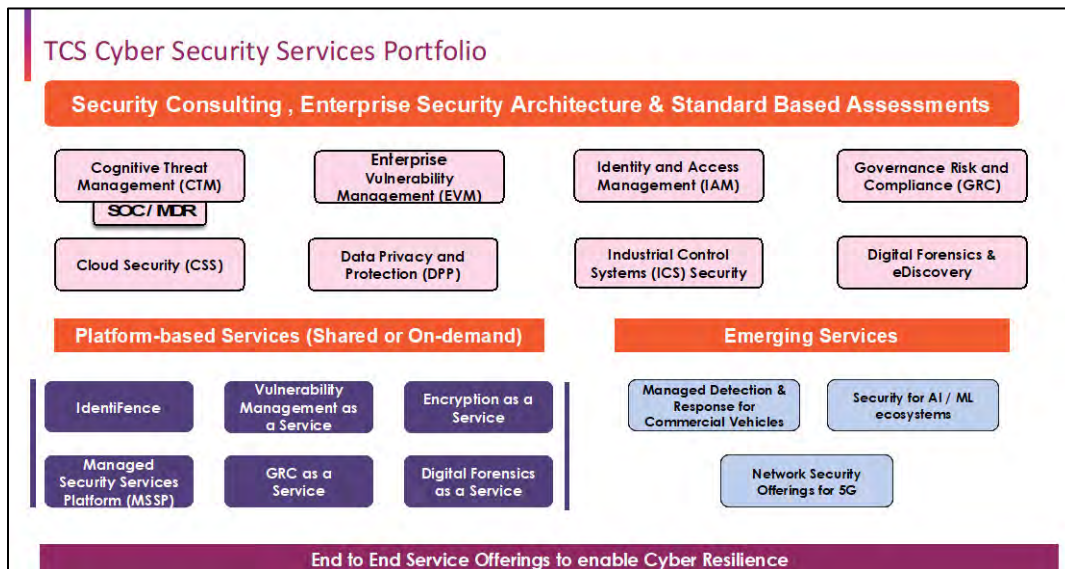


Figure 45: TCS Cyber Security Services Portfolio

9. Tab 9 – Required Documents

Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the

statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR §

200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in

accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.


CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.


Offeror:	Tata Consultancy Services, Limited
Address:	379 Thornall St
City, State, Zip:	Edison, NJ 08837
Authorized Signature:	 Ashok Nandakumar
Date:	04/07/2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name	Tata Consultancy Services, Limited
Address	379 Thornall St
City, State, Zip	Edison, NJ 08837
Authorized Signature	 Ashok Nandakumar
Date	04/07/2022

Contractor Requirements

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E- Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized Signature



Date

4/7/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Tata Consultancy Services, Limited
Address	379 Thornall St
City/State/Zip	Edison, NJ 08837
Telephone No.	(248) 219-0830
Fax No.	n/a
Email address	ashok.nandakumar@tcs.com
Printed name	Ashok Nandakumar
Position with company	Business Unit Head, US Public Services
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national

- origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1)

Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it

may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

About Tata Consultancy Services (TCS)

Tata Consultancy Services is a purpose-led transformation partner to many of the world's largest businesses. For more than 50 years, it has been collaborating with clients and communities to build a greater future through innovation and collective knowledge.

TCS offers an integrated portfolio of cognitive powered business, technology, and engineering services and solutions. The company's 528,000 consultants in 46 countries help empower individuals, enterprises, and societies to build on belief.

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