AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

General Purpose Commercial Information Technology Equipment, Software and Services

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>FPDS Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>D301</td>
<td>IT Facility Operation and Maintenance</td>
</tr>
<tr>
<td>D302</td>
<td>IT Systems Development Services</td>
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<tr>
<td>D306</td>
<td>IT Systems Analysis Services</td>
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<tr>
<td>D307</td>
<td>Automated Information Systems Design and Integration Services</td>
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<tr>
<td>D308</td>
<td>Programming Services</td>
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<tr>
<td>D310</td>
<td>IT Backup and Security Services</td>
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<tr>
<td>D311</td>
<td>IT Data Conversion Services</td>
</tr>
<tr>
<td>D313</td>
<td>Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services</td>
</tr>
<tr>
<td>D316</td>
<td>IT Network Management Services</td>
</tr>
<tr>
<td>D317</td>
<td>Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)</td>
</tr>
<tr>
<td>D319</td>
<td>Other Information Technology Services, Not Elsewhere Classified</td>
</tr>
<tr>
<td>D399</td>
<td>Other Information Technology Services, Not Elsewhere Classified</td>
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</tbody>
</table>

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**S4 Inc.**
209 Burlington Road, Suite 105
Bedford, MA 01730
www.s4inc.com

Ph: 781.273.1600 Fx: 781.276-3600

**Contract No.: GS-35F-0428T**

Period Covered by Contract: May 11, 2012 thru May 10, 2027 (3 Option Periods)
General Services Administration
Federal Acquisition Service

Pricelist current through Modification # __PS-0005____, dated ________.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

*S4I Offers cost-effective IT support Services utilizing the optimal mix of resources.*
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SECTION I: INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[  ] The Geographic Scope of Contract will be overseas delivery only.
[  ] The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

For Mailed Orders:
S4 Inc.
GSA Schedule 70 Orders
209 Burlington Rd Suite 105
Bedford, MA 01730

For Facsimile/Email Orders:
S4 Inc, GSA Schedule 70 Orders
Phone 781.273.1600
Fax 781.276.3600
Email: cshah@s4inc.com
Contractor must accept the credit card for payment equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance: Phone 781.273.1600   Fax 781.276.3600

3. Liability For Injury Or Damage

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

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

<table>
<thead>
<tr>
<th>Block</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>G. Order/Modification under Federal Schedule</td>
</tr>
<tr>
<td>16</td>
<td>Data Universal Numbering System (DUNS) Number: 04-715-2694</td>
</tr>
<tr>
<td>30</td>
<td>Type of Contractor -A Small Disadvantaged Business</td>
</tr>
<tr>
<td>31</td>
<td>Woman-Owned Small Business -No</td>
</tr>
<tr>
<td>37</td>
<td>Contractor's Taxpayer Identification Number (TIN): 04-330-9384</td>
</tr>
<tr>
<td>40</td>
<td>Veteran Owned Small Business (VOSB): No</td>
</tr>
<tr>
<td>4a</td>
<td>CAGE Code: 1KDH9</td>
</tr>
<tr>
<td>4b</td>
<td>Contractor has registered with the Central Contractor Registration Database.</td>
</tr>
</tbody>
</table>

5. FOB Destination

All completed performance will be made FOB destination. An additional charge (applicable labor and JTR travel and per diem) will be included in the negotiations of each order, as requested by the Government, for S4 Inc. representation for on-site inspection, acceptance testing and/or installations. Shipments will be made FOB Destination to Government designated shipping points. Note this schedule is for labor services and FOB Destination may not be applicable.

6. Delivery Schedule

a. Time Of Delivery: This schedule is for services. Delivery schedules of services shall be delineated in task

b. Urgent Requirements: Expedited Delivery is not applicable for the services offered.
7. **Discounts: Prices Shown Are Net Prices; Basic Discounts Have Been Deducted.**

All prices shown in the Information Technology Professional Services price list are net labor hour rates to the Government; basic discounts have been deducted. The prices set forth herein are net prices and no additional calculations are necessary.

   a. Prompt Payment – Net 30 days from date of invoice or date of acceptance whichever is later.
   b. Quantity – No quantity discounts are offered.
   c. Dollar Volume – Volume discounts are incorporated into the net prices included herein.
   d. Government Educational Institutions are offered the same discounts as all other Government customers.
   e. No additional discounts apply for Government credit card orders.

8. **Trade Agreements Act of 1979, as amended:**

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

   Not Applicable

9. **Statement Concerning Availability of Export Packing:**

   Not Applicable

10. **Small Requirements:**

The minimum dollar value of orders to be issued is $100.

11. **Maximum Order**

   (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is $500,000.

   Special Item Number 132-51 - Information Technology (IT) Professional Services

12. **Ordering Procedures for Federal Supply Schedule Contracts**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
a. AR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. R 8.405-2 Ordering procedures for services requiring a statement of work.

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

13.1 **Federal Information Processing Standards Publications (FIPS Pubs):**

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

13.2 **Federal Telecommunication Standards (Fed-STDS):**

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

14. **Contractor Tasks / Special Requirements (C-Fss-370) (Nov 2003)**

a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be
reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

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

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

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

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

k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. **Contract Administration for Ordering Activities:**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of
FAR 52.212-4, paragraphs (l) Termination for the Government’s convenience, and (m) Termination for Cause (See 52.212-4)

16. **GSA Advantage!**

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

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

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

17. **Purchase of Open Market Items**

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

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

a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **Contractor Commitments, Warranties And Representations**

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

   1. Time of delivery/installation quotations for individual orders;

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

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

c. The maintenance/repair services provided in the standard commercial terms and conditions for the type of products and/or services awarded

19. Overseas Activities

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

**No exception**

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

20. Blanket Purchase Agreements (BPA)

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

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

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

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. **Section 508 Compliance.**

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

www.s4inc.com *(S4 website is Section 508 compliant)*

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

24. **Prime Contractor Ordering From Federal Supply Schedules.**

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

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

b. The following statement:

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


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

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

i. For such period as the laws of the State in which this contract is to be performed prescribe; or
ii. Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

26. Software Interoperability

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

27. Advance Payments

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).
SECTION II: TERMS AND CONDITIONS APPLICABLE TO IT PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE
a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable
steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES


7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31 (FEB 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

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

16. DESCRIPTION OF SERVICES AND PRICING

DESCRIPTION OF IT SERVICES AND PRICING

\textit{S4 Inc. is committed to our client's success as our clients deserve our very best efforts and their program priorities come first.}

S4 Inc. offers only personnel who meet or exceed the minimum qualification requirements stated in the Commercial Labor Category Descriptions provided herein for Special Item Number 132-51 Information Technology (IT) Services. S4 Inc. does allow experience to substitute for education requirements. Additional degrees may also be considered as a substitute for a lack of required experience tenure. An additional degree may substitute for the lack of four or fewer required years of experience. S4 Inc. will obtain the Government's approval for all such exceptions. Our criterion for substituting individual experience in lieu of an educational degree is as follows.

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<th>Associate Degree or Technical School</th>
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GSA and/or the ordering activities may have access to any S4 Inc. employee resume (by request) before, during or after assignment of any GSA order. If for some extenuating reason a person assigned to an order must be replaced or substituted, the ordering activity will be notified in advance, and in writing. The personnel being substituted will have equal or greater qualifications than the departing employee.

a. Descriptions

Commercial Job Title: Program Manager, PM2

Minimum/General Experience: Eight (8) years of progressive experience in managing systems acquisition, software development or computer communications support activities such as computer operations, data communications, network design, and/or operation, repair, and maintenance activities. Must have demonstrated capability for oral and written communications with all levels of management. Must have a thorough knowledge of the capabilities of applicable computer and communications configurations.
**Functional Responsibilities:** Responsible for organizing, directing and managing the operation and maintenance functions at a specific site where a substantial number of contractor support personnel are assigned. Manages substantial IT support operations including, but not limited to, systems acquisition, computer operations, system software maintenance, production control, data entry, remote job entry, tape library, etc. Responsible for the overall performance (cost, schedule, technical performance, etc). Interfaces with customer and contractor personnel to formulate and review task plans and deliverable items. Coordinates tasks, reviews work products for completeness and adherence to customer standards.

**Minimum Education:** Possesses a bachelor’s degree in computer sciences, information systems, business administration or other related technical or scientific discipline.

**Commercial Job Title:** Task Manager, PM1

**Minimum/General Experience:** Six (6) years experience in related technical discipline, which includes providing project/task management functions. Is fully knowledgeable of all aspects of the technical areas involved in the assigned project.

**Functional Responsibilities:** Responsible for the management of a specific task, or for a particular portion of a larger, more complex project. Works under general supervision of overall program manager or higher-level company management. Performs studies, analyses, and tests on projects or tasks that involve conventional plans, investigations, analyses, etc. Receives overall instructions on specific assignment objectives, features, possible solutions, etc from the Program Manager and under their guidance is responsible for the overall management of the specific task order(s). Insures technical solution(s) and schedules in the task order are implemented in a timely manner. Receives assistance from Program Managers on unusual problems and work is reviewed for application of sound professional judgment. Interfaces with the client on a daily basis.

**Minimum Education:** Possesses a bachelor’s degree in computer science or other related technical or scientific discipline.

**Commercial Job Title:** Subject Matter Expert V, SM5

**Minimum/General Experience:** Fifteen (15) years of progressive experience in a particular subject matter area and/or technology possessing a high level of specialized expertise in the specific area to be supported. Expert in a single or multiple technical discipline(s).

**Functional Responsibilities:** Responsible for providing expert guidance and insight into specific technology application or technical area where a specific subject matter expertise is necessary. Provides technical knowledge and analysis of specialized applications and operational environments, or high-level functional systems analysis, design, integration, or implementation advice that requires extensive knowledge of the subject matter. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Develops and recommends creative and innovative solutions to customer's problems.

**Minimum Education:** Possesses Masters/bachelor’s degree in computer sciences, information systems, engineering or other related technical or scientific discipline related to the task to be supported, master’s degree preferred.
Commercial Job Title:  Subject Matter Expert IV, SM4

Minimum/General Experience: Twelve (12) years of progressive experience in a particular subject matter area and/or technology possessing a high level of specialized expertise in the specific area to be supported. Expert in a single or multiple technical discipline(s).

Functional Responsibilities: Responsible for providing expert guidance and insight into specific technology application or technical area where a specific subject matter expertise is necessary. Provides technical knowledge and analysis of specialized applications and operational environments, or high-level functional systems analysis, design, integration, or implementation advice that requires extensive knowledge of the subject matter. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Develops and recommends creative and innovative solutions to customer's problems.

Minimum Education: Possesses bachelor’s degree in computer sciences, information systems, engineering or other related technical or scientific discipline related to the task to be supported, master’s degree preferred.

Commercial Job Title:  Subject Matter Expert III, SM3

Minimum/General Experience: Nine (9) years of progressive experience in a particular subject matter area and/or technology possessing a high level of specialized expertise in the specific area to be supported. Expert in a single or multiple technical discipline(s).

Functional Responsibilities: Responsible for providing expert guidance and insight into specific technology application or technical area where a specific subject matter expertise is necessary. Provides technical knowledge and analysis of specialized applications and operational environments, or high-level functional systems analysis, design, integration, or implementation advice that requires extensive knowledge of the subject matter. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Develops and recommends creative and innovative solutions to customer's problems.

Minimum Education: Possesses a bachelor’s degree in computer sciences, information systems, engineering, or other related technical or scientific discipline related to the task to be supported.

Commercial Job Title:  Subject Matter Expert II, SM2

Minimum/General Experience: Seven (7) years of progressive experience in a particular subject matter area and/or technology possessing a high level of specialized expertise in the specific area to be supported. Expert in a single or multiple technical discipline(s).

Functional Responsibilities: Responsible for providing expert guidance and insight into specific technology application or technical area where a specific subject matter expertise is necessary. Provides technical knowledge and analysis of specialized applications and operational environments, or high-level functional systems analysis, design, integration, or implementation advice that requires extensive knowledge of the subject matter. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Develops and recommends creative and innovative solutions to customer's problems.

Minimum Education: Possesses a bachelor’s degree in computer sciences, information systems, engineering, or other related technical or scientific discipline related to the task to be supported.
Commercial Job Title: **Subject Matter Expert I, SM1**

**Minimum/General Experience:** Five (5) years of progressive experience in a particular subject matter area and/or technology possessing a high level of specialized expertise in the specific area to be supported. Expert in a single or multiple technical discipline(s).

**Functional Responsibilities:** Responsible for providing expert guidance and insight into specific technology application or technical area where a specific subject matter expertise is necessary. Provides technical knowledge and analysis of specialized applications and operational environments, or high-level functional systems analysis, design, integration, or implementation advice that requires extensive knowledge of the subject matter. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Develops and recommends creative and innovative solutions to customer's problems.

**Minimum Education:** Possesses a bachelor’s degree in computer sciences, information systems, engineering, or other related technical or scientific discipline related to the task to be supported.

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Commercial Job Title: **Functional Area Analyst/Specialist VI, FA6**

**Minimum/General Experience:** Ten (10) years progressive experience, selectively or in combination, within the general functional area with specialized experience directly related to the specified task area. Applicable functional areas include systems engineering, acquisition management, business process reengineering, specialty engineering (e.g., systems safety, quality assurance, test and evaluation, human factors, reliability and maintainability, systems security etc.), organizational planning, financial management, acquisition logistics, configuration and data information systems, and support or program management. Possesses demonstrated managerial skills and is knowledgeable of the major aspects of the program or functional area under his/her management. Employs a high degree of creativity, foresight and judgment to plan, organize and guide programs.

**Functional Responsibilities:** Responsible for the management of a single large (or several smaller) systems acquisition programs/projects or a major functional area. Plans, develops or supports programs/projects; establishes objectives and requirements; develops budgets; develops program/project standards and schedules; monitors outside resources. Has experience or extensive knowledge with the processes and procedures relative to the functional area. Coordinates, reviews and supervises work of assigned staff. Reviews/oversees preparation of all related documentation; conducts program reviews, meetings, etc. Works independently under general guidelines or objectives set by supervisor.

**Minimum Education:** Possesses a bachelor’s degree in related technical or business discipline.

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Commercial Job Title: **Functional Area Analyst/Specialist V, FA5**

**Minimum/General Experience:** Eight (8) years progressive experience, selectively or in combination, within the general functional area with specialized experience directly related to the specified task area. Applicable functional areas include systems engineering, acquisition management, business process reengineering, specialty engineering (e.g., systems safety, quality assurance, test and evaluation, human factors, reliability and maintainability, systems security etc.), organizational planning, financial management, acquisition logistics, configuration and data information systems, and support or program
management. Fully knowledgeable of all aspects of the program or programs under his/her management.

**Functional Responsibilities:** Responsible for the management of a single systems acquisition program/project or a major functional area. Establishes objectives and requirements; develops budgets; develops program/project standards and schedules; monitors outside resources. Apply experience or extensive knowledge with the processes and procedures relative to the functional area. Coordinates, reviews and supervises work of assigned staff. Reviews/oversees preparation of all related documentation; conducts program reviews, meetings, etc. Works independently under general guidelines or objectives set by supervisor.

**Minimum Education:** Possesses a bachelor’s degree in related technical or business discipline.

**Commercial Job Title:** Functional Area Analyst/Specialist IV, FA4

**Minimum/General Experience:** Six (6) years progressive experience within the general functional area with specialized experience working in the specialized functional area. Applicable functional areas include systems engineering, acquisition management, business process reengineering, specialty engineering (e.g., systems safety, quality assurance, test and evaluation, human factors, reliability and maintainability, systems security etc.), organizational planning, financial management, acquisition logistics, configuration and data information systems, and support or program management.

**Functional Responsibilities:** Responsible for performing a broad range of tasks associated with the implementation of standard techniques, procedures and/or criteria as they apply to the technical or administrative aspects of the program or functional area. Uses own knowledge and information supplied relative to the technical or administrative aspects of the program to perform technical studies and analyses and prepare inputs to program documentation as it relates to that particular functional area; reviews final documents or data deliverables for completeness and conformity to requirements. Organizes and maintains management files and other data deliverable files. Participates in meetings, design reviews, briefings, etc. relating to the particular support function; identifies and reports on issues or related problems and potential risks; recommends risk mitigation actions. Works independently, under general guidelines set by supervisor; modifies and/or adapts techniques and standard approaches to solve moderately difficult problems encountered.

**Minimum Education:** Possesses a bachelor’s degree in related technical or business discipline.

**Commercial Job Title:** Functional Area Analyst/Specialist III, FA3

**Minimum/General Experience:** Four (4) years progressive experience within the general functional area with specialized experience working in the specified functional area. Applicable functional areas include systems engineering, acquisition management, business process reengineering, specialty engineering (e.g., systems safety, quality assurance, test and evaluation, human factors, reliability and maintainability, systems security etc.), organizational planning, financial management, acquisition logistics, configuration and data information systems, and support or program management.

**Functional Responsibilities:** Responsible for performing routine assignments for a broad range of tasks associated with the implementation of standard techniques, procedures and/or criteria as they apply to the technical or administrative aspects of the program or functional area. Using prescribed methods and information supplied, develops draft inputs to program documentation as it relates to any
of the support functions; reviews final draft documents for conformity to requirements and completeness. Organizes and maintains management files; tracks preparation and delivery status of data deliverables. Attends meetings, design reviews, working groups and briefings; reports issues and problems; recommends solutions. Works under general guidelines established by supervisor; receives overall instructions on specific assignment objectives, features, possible solutions, etc. Assistance is furnished on unusual problems and work is reviewed for consistency and completeness.

**Minimum Education:** Possesses a bachelor’s degree in related technical or business discipline.

**Commercial Job Title:** Functional Area Analyst/Specialist II, FA2

**Minimum/General Experience:** Two (2) years progressive experience within the general functional area with specialized experience working in the specialized functional area. Applicable functional areas include systems engineering, acquisition management, business process reengineering, specialty engineering (e.g., systems safety, quality assurance, test and evaluation, human factors, reliability and maintainability, systems security etc.), organizational planning, financial management, acquisition logistics, configuration and data information systems, and support or program management.

**Functional Responsibilities:** Responsible for performing routine assignments on a range of tasks associated with the implementation of standard techniques, procedures and/or criteria as they apply to the technical or administrative aspects of the program or functional area. Uses information supplied to perform technical studies and analyses and prepare inputs to program documentation as it relates to that particular functional area; reviews final documents or data deliverables for completeness and conformity to requirements. Maintains management files and other data deliverable files. Participates in meetings, design reviews, briefings, etc. relating to the particular support function; identifies and reports on issues or related problems and potential risks. Works under general guidelines set by supervisor; modifies and/or adapts techniques and standard approaches to solve moderately difficult problems encountered.

**Minimum Education:** Possesses a bachelor’s degree in related technical or business discipline.

**Commercial Job Title:** Functional Area Analyst/Specialist I, FA1

**Minimum/General Experience:** Less than two (2) years experience within the general functional area with specialized experience working in the specified functional area. Applicable functional areas include systems engineering, acquisition management, business process reengineering, specialty engineering (e.g., systems safety, quality assurance, test and evaluation, human factors, reliability and maintainability, systems security etc.), organizational planning, financial management, acquisition logistics, configuration and data information systems, and support or program management.

**Functional Responsibilities:** Responsible for performing routine assignments associated with the implementation of standard techniques, procedures and/or criteria as they apply to the technical or administrative aspects of the program or functional area... Using prescribed methods and information supplied, prepares draft inputs to program documentation as it relates to any of the support functions; reviews final draft documents for conformity to requirements and completeness. Maintains management files; tracks preparation and delivery status of data deliverables. Attends meetings, design reviews, working groups and briefings; reports issues and problems. Works under guidelines established by supervisor; receives instructions on specific assignment objectives, features, possible solutions, etc. Work is reviewed for consistency and completeness.
Minimum Education: Possesses a bachelor’s degree in related technical or business discipline.

Commercial Job Title: IT Support Specialist III, CX3
Minimum/General Experience: Six (6) years of progressive experience in a variety of ADP environments.
Functional Responsibilities: Responsible for installing and upgrading computer hardware and software. Assists Analysts in Computer Hardware and Software problem resolution. Must have a broad knowledge of the capabilities of the hardware systems to be operated. Must be familiar with all operating procedures. Process a range of scheduled routines. In addition to operating the system and resolving common error conditions, diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g. resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, may deviate from standard procedures if standard procedures do not provide a solution. Refers problems that do not respond to corrective procedures.
Minimum Education: Possesses an associate’s degree in computer science, information systems, engineering, mathematics or other related technical or scientific discipline.

Commercial Job Title: IT Support Specialist II, CX2
Minimum/General Experience: Four (4) years of progressive experience in a variety of ADP environments.
Functional Responsibilities: Responsible for installing and upgrading computer hardware and software. Assists Analysts in Computer Hardware and Software problem resolution. Must have a broad knowledge of the capabilities of the hardware systems to be operated. Must be familiar with all operating procedures. Process a range of scheduled routines. In addition to operating the system and resolving common error conditions, diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g. resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, may deviate from standard procedures if standard procedures do not provide a solution. Refers problems that do not respond to corrective procedures.
Minimum Education: Possesses an associate’s degree in computer science, information systems, engineering, mathematics or other related technical or scientific discipline.

Commercial Job Title: IT Support Specialist I, CX1
Minimum/General Experience: Less than two (2) years of experience in an ADP environment.
Functional Responsibilities: Responsible for converting specifications into a sequence of precise instructions to solve problems by electronic data processing. Draws program flow charts to describe data processing sequence. Tests and corrects programs and prepares instructions for operators. May also perform programming analysis. Assists senior staff by performing routine programming tasks. Supervisory personnel provide detailed instructions for each task. Work is closely monitored in progress and reviewed in detail upon completion.
**Minimum Education:** Possesses an associate’s degree in computer science, information systems, engineering, mathematics or other related technical or scientific discipline.

**Commercial Job Title:** Technical Writer, TW2

**Minimum/General Experience:** Four (4) years experience performing research and writing functions to prepare briefings, manuals, etc.

**Functional Responsibilities:** Responsible for writing and/or editing technical documents, including business proposals, reports, manuals, briefings and presentations, guidelines, and other project deliverables to meet contract requirements. Reviews and edits documents developed by others to ensure accuracy and quality of contents, organization, languages, format consistency, and conformance with established standards; works with technical staff to develop documentation requirements; develops outlines and drafts for review and approval by technical specialist and project management; and ensures that final documents meet applicable contract requirements and regulations. Researches and gathers technical and background information for inclusion in project documentation and deliverables. Consults relevant information sources, including library resources, technical and financial documents, and client and project personnel, to obtain background information, and verifies pertinent guidelines and regulations governing project deliverables. Works under general supervision.

**Minimum Education:** Possesses a bachelor’s degree in English, language/writing or related technical discipline.

**Commercial Job Title:** Technical Editor TW1

**Minimum/General Experience:** Six (6) years as a technical writer performing research, writing, and editing functions to prepare briefings, manuals, etc.

**Functional Responsibilities:** Responsible for editing and rewriting on-line and hard copy documents for grammatical, syntactical, and usage errors; spelling; punctuation; and adherence to standards, including consistency, format, and presentation. Proofreads documentation and graphics for accuracy and adherence to original content, provides quality control checking for documents received from photocopying and word processing; assembles master copies, including graphics, appendices, table of contents, and title pages, assists in scheduling printing, copying, and graphics with vendors. Gets quotes and determines best prices to achieve quality documents. Assists in determining level of effort required for incoming documents, assists in document tracking and logging, and consults with technical staff to determine format, contents, and the organization of technical reports and proposals. Works under general supervision.

**Minimum Education:** Possesses a bachelor’s degree in English or other related technical discipline.
b. Pricing:

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<th>Item#</th>
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S4 Inc Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE
S4, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT
To actively seek and partner with small businesses.
To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.
To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Mr. Chandu Shah, President / CEO, 781.273.1600 or by e-mail at CShah@s4inc.com.
Best Value Blanket Purchase Agreement Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) TBD.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date Contractor Date
BPA NUMBER____________

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number TBD, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>_______________________</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________</td>
<td>___________________________</td>
</tr>
<tr>
<td>___________________</td>
<td>___________________________</td>
</tr>
</tbody>
</table>

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
</tbody>
</table>

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.
(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.
**BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
  - Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.