

GENERAL SERVICES ADMINISTRATION

Federal Supply Service *Authorized Federal Supply Schedule Pricelist*

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is: <http://www.gsa.gov>.

Schedule for Information Technology (IT) Professional Services
FSS Group 70

Contract No.: GS-35F-0229M
Contract Period: 03/24/2007 – 01/21/2012

Contractor:
Unified Industries Incorporated
6551 Loisdale Court, Suite 400
Springfield, VA 22150-1854
galvin@uui.com
www.uui.com

Business Size: Small, Disadvantaged

DUNS No.: 07-264-7985

TIN: 520904783

Telephone: 703/922-9800

Current through Modification PO-004,
Dated 24 Jan 2007

Facsimile: 703/971-5892

Contract Administration: Paul Galvin, Vice Pres. Operations & Authorized Negotiator

CUSTOMER INFORMATION

1. **Table of Awarded Special Item Number(s)** –
SIN 132-51 – Information Technology (IT) Professional Services
- 1b. **Pricing:** SEE ATTACHED SCHEDULE OF ITEMS FOR PRICING
2. **Maximum Order Limitation:** \$500,000.00
3. **Minimum Order:** \$100.00

CUSTOMER INFORMATION

4. **Geographic Coverage (Delivery Area):** Worldwide
 - a. **Travel:** Contractor travel will be in accordance with the Federal Travel Regulation 31.205-46, as applicable.
5. **Point(s) of Production (city, county, and State or foreign country):** Same as Contractor.
6. **Discount from list prices or statement of net price:** GSA Net prices as shown.
7. **Quantity Discounts:** No
8. **Prompt Payment Terms:** Net 30.
- 9a. **Notification that Government purchase cards are accepted below the micro-purchase threshold:** [X] YES [NO]
- b. **Notification that Government purchase cards are accepted above the micro-purchase threshold:** [X] YES [NO]
10. **Foreign Items (list items by country of origin):** None
- 11 a. **Time of Delivery:** Negotiated by individual Task Orders.
 - b. **Expedited Delivery:** To be negotiated, if required by individual Task Order.
 - c. **Overnight and 2-day Delivery:** To be negotiated, if required by individual Task Order.
 - d. **Urgent Requirements:** To be negotiated, if required by individual Task Order.
12. **FOB Point(s):** Destination
13. **Ordering Address(es):** Same as contractor.
14. **Payment Address:** Same as contractor.
15. **Warranty Provision:** The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
16. **Export Packing Charges:** N/A

CUSTOMER INFORMATION

17. **Terms and conditions of Government commercial credit card acceptance (any thresholds above the micropurchase level):** None
18. **Terms and conditions of rental, maintenance, and repair:** To be negotiated, if required, by individual Task Order.
19. **Terms and conditions of installation:** To be negotiated, if required, by individual Task Order.
20. **Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices:** To be negotiated, if required, by individual Task Order.
21. **Terms and conditions for any other services:** To be negotiated, if required, by individual Task Order.
22. **List of service and distribution points:** To be negotiated, if required, by individual Task Order.
23. **List of participating dealers:** To be provided, if required, by individual Task Order.
24. **Preventive Maintenance:** To be negotiated, if required, by individual Task Order.
25. **Year 2000 (Y2K) Compliant:** Yes
26. **Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** To be negotiated, if required, by individual Task Order.
27. **Data Universal Number System (DUNS) Number:** 072647985
28. **Notification regarding registration in Central Contractor Registration (CCR) database:** Yes

NOTE: Overtime provisions: Exempt positions

LABOR CATEGORY DESCRIPTION

SUBJECT MATTER EXPERT

Minimum/General Experience: Works independently as a high level technical expert, providing both external and internal consulting services. Has an extensive technical background related to the subject matter, and experience directly related to working with companies providing the underlying technology.

Functional Responsibilities: Works with technical staff and/or customer to evaluate and develop solutions for large complex software/systems problems. Maintains a high level of technical expertise through research and regular attendance at technical seminars, classes and workshops relative to the area of technical expertise assigned. The areas of technical expertise (usually associated to a specific set of commercial technology) consist of one or more of the following areas: systems development, systems analysis, systems design, systems development, systems integration, systems backup, systems security, data conversion and legacy system interoperability, as well as network planning, design, development and support. Provides guidance and direction to all levels of technical staff and makes recommendations to clients based on emerging trends in their area of technical expertise.

Qualifications: Bachelors degree (or higher) in Math or Computer Science, or technical training equivalent related to specialized subject expertise. 5 years work experience related to the subject matter of the task. Working knowledge directly related to companies providing the underlying technology. Has direct contact with key technical resources within companies providing the underlying technology.

UNIFIED INDUSTRIES INCORPORATED

SCHEDULE 70 - IT PROFESSIONAL SERVICES

CONTRACT GS-35F-0229M

PROPOSED GSA PRICE LIST

24 MAR 2007 – 21 JAN 2012

Labor Category	Government Hourly Rate with IFF
Subject Matter Expert	\$267.55

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT 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

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

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“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 services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. Description of IT Services Labor Category Descriptions. See Labor Category Descriptions, incorporated herein.

b. Pricing for all IT Services. See GSA Price List, incorporated herein.