

General Services Administration, Federal Acquisition Service

**Authorized Information Technology Schedule Pricelist General
Purpose Commercial Information Technology, Equipment, Software
and Services**

Special Item Number 54151ECOM – Electronic Commerce (EC) Services

Unison Marketplace, Inc.



**8500 Leesburg Pike, Suite 602
Vienna, VA 22182
1.877.933.3243
703-442-7822 (fax)
www.UnisonMarketplace.com
Cage Code: 4AJS6**

Contract Number: GS-35F-0752R

Period Covered by Contract: 7/28/2020 – 7/27/2025

Pricelist current through Mod 0039, dated 8/13/2020

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

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Information for Ordering Activities

Contractor's Ordering Address and Payment Information:

To adhere to Clauses 552.216-73 and 552.232-82, the following is Unison Marketplace's complete address for ordering and payment:

Unison Marketplace, Inc.
8500 Leesburg Pike, Suite 602
Vienna, VA 22182

Contractor must accept the credit card for payments 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 activities to obtain technical and/or ordering assistance:

1.877.933.3243 (toll-free)

1. 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.

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

2. Maximum Order

SIN 54151ECOM - Electronic Commerce (EC) Services \$500,000.00

3. Minimum Order

SIN 54151ECOM - Electronic Commerce (EC) Services \$100.00

4. Geographic Coverage (delivery area)

Worldwide

5. Point(s) of Production

Unison Marketplace, Inc.
8500 Leesburg Pike, Suite 602
Vienna, VA 22182

6. Discount from List prices

See negotiated unit price (page 10). Basic discounts have been deducted.

7. Quantity Discounts

None

8. Prompt Payment Terms

1%-29 days

9. Government Purchase Card

Not applicable

10. Foreign Items

None

11. Delivery

- a. Time of delivery
 - i. As negotiated between the Ordering Activity and the Contractor
- b. Expedited delivery
 - i. As negotiated between the Ordering Activity and the Contractor
- c. Urgent requirement.
 - i. As negotiated between the Ordering Activity and the Contractor

12. F.O.B. Point(s)

FOB Destination

13. Ordering

- a. Address

Unison Marketplace, Inc.
8500 Leesburg Pike, Suite 602
Vienna, VA 22182

- b. Procedures

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition regulation (FAR) 8.405-3.

14. Payment Address

Unison Marketplace, Inc.
8500 Leesburg Pike, Suite 602
Vienna, VA 22182

15. Warranty provision

Not applicable

16. Export Packing Charges

Not applicable

17. Terms and conditions of Government purchase acceptance (any thresholds above the micro-purchase level)

Not applicable

18. Terms and conditions of rental, maintenance, and repair

Not applicable

19. Terms and conditions of installation

Not applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list price

Not applicable

20a. Terms and conditions for any other services

Not applicable

21. List of service distributions points (if applicable)

Not applicable

22. List of participating dealers (if applicable)

Not applicable

23. Preventative maintenance (if applicable)

Not applicable

24a. Special attributes such as environmental attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

Not applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov

Not applicable

25. Data Universal Numbering Systems (DUNS) number

020792268

26. Notification regarding registration in System for Award Management (SAM) database

Active in SAM

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 54151ECOM)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

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 the 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. 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 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.
- c. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

which the parties shall have agreed, the Contracting Officer shall either-

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

6. INSPECTION OF SERVICES

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts 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 (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 EC Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (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 ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of EC Service offered under Special Item Numbers 54151ECOM E-Commerce. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other ordering activity customers. Please submit a description of all corresponding commercial EC services to be provided.
- b. Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

Brief Description of Item

Unison Marketplace's electronic commerce services, which includes online reverse auction or Reverse eAuction services provides buyers with a complete, online, dynamic procurement process. The Unison Marketplace® Reverse eAuction service is a commercially available online procurement service that allows sellers of commercial items to the government to compete against each other on the Internet in real time and in an open and interactive environment that safeguards each seller's identity and pricing. Through this service, the Contractor provides users with access to the online community of buyers and sellers located at www.UnisonMarketplace.com and provides buyers with associated onsite and remote support services required to facilitate dynamic competitive acquisition. The Contractor's Reverse eAuction service operates by enabling buyers to publicize, or post, specifications for commercial items required by an agency and then to notify potential sellers of the opportunity. Once notified, sellers are able to submit bids through the Contractor's Reverse eAuction system. Throughout this process, the Contractor maintains the confidentiality of competing seller identities and pricing data, promoting active, real-time competition among sellers by informing bidders only whether they are in the LEAD or LAG position. The LEAD/LAG notifications, while protecting process integrity, are sufficient to encourage significant competition among sellers, which are able to re-bid at any time during the Reverse eAuction process in order to obtain the LEAD position. Buyers may select any of the participating sellers in accordance with the terms of the Reverse eAuction and the buyer's acquisition regulations. Once the buyer selects a seller, the Contractor notifies both the selected seller and the other unselected sellers of the decision. If a selected seller's post-award performance is less than satisfactory, buyers may also submit through the Contractor's Reverse eAuction system Seller Notes, which may be viewed by other buyers.

Negotiated Unit Price (NET PRICE) for the Product or Service

Once the buyer: i) determines that the results of the Unison Marketplace® Reverse eAuction have met the competition, savings and other buyer generated criteria for the procurement and ii) selects a winning seller from those results, the buyer issues an order to the selected seller for delivery of the commercial items. When the buyer receives the procured items, it pays to the selected seller the total bid amount. Contractor then collects from the selected seller the transactional fee, which consists of not more than three point two five (3.25) percent of the transaction. The buyer reserves the right to pay the transactional fee directly to Unison Marketplace.

Unison Marketplace will adjust its fee downward to address situations in which the buyer has met its competition and other procurement goals through Unison Marketplace but the fee has caused the selected seller's bid to exceed a target price based on an actual market research quote or official published contract price. In such cases, Unison Marketplace will attempt to contact the buyer through the buyer's preferred form of communication (email, telephone, or both) to confirm that the target price was based on an actual market research quote or official published contract price. Upon receipt of such confirmation from the buyer, Unison Marketplace will reduce or remove its fee so that the awarded price will not exceed the target price. In situations where the buyer awards above the target price, the target price will be void and Unison Marketplace reserves the right to collect their full fee.

Discounts:

- **Dollar Volume Discount:** Discounts: For all Unison Marketplace buys with a selected bid amount, exclusive of the Unison Marketplace fee, of more than \$333,333.33, the maximum transactional fee will be 3.25% for the first \$333,333.33 and 0% for any amount over \$333,333.33.
- **Schedule Price Discount:** Upon notification from a seller that the inclusion of the Unison Marketplace fee has caused the seller's bid to exceed that seller's GSA schedule contract price, Unison Marketplace will reduce or remove its fee so that the seller's bid will not exceed the seller's schedule price.
- **Institutions:** Shall receive the same discounts, terms and conditions as all other Government customers.

Blanket Purchase Agreements (BPAs)

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

Contractor Team Arrangements

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

List of Service and Distribution Points, as applicable

Not applicable

List of Participating Dealers, as applicable

Not applicable

Commitment to Small Business

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!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM 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.