

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

Special Item Number (SIN)	Products/Services
132-32	Term Software Licenses
132-33	Perpetual Software Licenses
132-34	Maintenance of Software
132-50	Training
132-51	Information Technology (IT) Professional Services
FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analytical Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D 308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified



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Contract Numbers: GS-35F-0674V
Period covered by Contract: 09/01/2009 thru 08/31/2014
General Services Administration
Federal Supply Service

Pricelist current through Modification # PO-0014 Dated June 25, 2012

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! Agencies can browse GSA Advantage by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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I. INTRODUCING CAPITAL NOVUS

Capital Legal Solutions DBA Capital Novus is a privately held *technology company* headquartered in Fairfax, Virginia. Founded in 2002 by CEO Gita Shingala and President Dharmesh Shingala, Capital Novus provides innovative, high quality technology services to legal, corporate and government clientele. In keeping with the constant development of new products and services in a demanding market, the company has achieved consistent growth since its inception. Capital Novus technology is world class with unparalleled engineering and programming teams that deliver reliable and effective products, services and solutions. These solutions include, but are not limited to: Electronic Discovery, Data Forensics, Trial Graphics/Courtroom Presentations, Electronic Document Management, and Performance-Based Budgeting/Reporting. With seven offices and five data centers in the US, England, France, India and Tokyo, the company serves a significant client base with advanced technological proficiency. Capital Novus maintains an expansive, worldwide network, integrating innovative technology with superior customer service.

The NAICS Codes pertaining to *Products, Services and Solutions* from Capital Novus are:

511210: Software Publishers

518210: Data Processing, Hosting and Related Services

541430: Graphic Design and related Services

541513: Facilities (i.e. clients' facilities) management and operation services

541519: Computer Disaster Recovery Services (includes data forensics and data recovery services)

541990: All other Professional, Scientific and Technical Services

The company uses an integrated suite of software products for identifying, collecting, preserving, processing, culling, de-duplicating, clustering, analyzing, reviewing, collaborating and producing relevant documents for litigation. The Software facilitates complete maneuverability and control of the entire litigation support lifecycle, allowing the clients to manage multiple cases simultaneously. Capital Novus is recognized in the industry for large scale, high-quality rapid electronic data processing systems, and highly sophisticated electronic document review platform and for providing secured web hosting services. The rigorous client service philosophy of the company has ensured a consistently high quality product, a reputation for meeting demanding deadlines and 100% dedication to meet the client needs.

Capital Novus has four closely integrated core divisions i.e. Novus Discovery, Novus Data Forensics, Novus Trial Consulting and Novus Government Services. The functionally independent division of Trial Consulting employs industry recognized litigators/I.P. attorneys and information designers who are skilled in developing visual strategies for cases and crafting the most effective and compelling ways of translating complex legal concepts into high-impact visuals with agility and responsiveness. At trial, the seasoned trial technicians consistently demonstrate their skills in the hot seat, delivering effective data management and the flawless presentation of documents, audio/video media, and graphics-based demonstratives in courtrooms around the country.

Capital Novus employs 200 people worldwide and this includes 70 full-time employees in North America. The company provides ground-breaking, in-house product line and computing platform designed for reliability, robustness, speed and flexibility. Capital Novus engineers are busy processing multiple terabytes of data in different time zones around the globe every day, and thus provide best of IT products, services and solutions to optimize business performance of clients and help them achieve their operational goals.

Capital Novus is a Small and Women Owned Minority business (SWaM) certified by the Commonwealth of Virginia and approved by National Minority Supplier Development Council (NMSDC). In 2011, Capital Novus was voted as the best electronic discovery company in the Washington, DC Metro Area. Capital Novus is an ISO 9001-2008 and ISO 27001-2005 Certified and is among the 500 fastest growing private companies in the United States.

II. 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 Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ On-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contains 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 micro purchase 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.

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

Offerors are requested to check one of the following boxes:

- 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:**

Orders:
Capital Novus, LLC
10521 Rosehaven Street
Suite 300
Fairfax, Virginia 22030
Phone: 703-226-1500
Fax: 703-226-1550

Remittance:

Capital Novus, LLC
 10521 Rosehaven Street
 Suite 300
 Fairfax, Virginia 22030
 Phone: 703-226-1500
 Fax: 703-226-1550

Contractors are required to accept credit cards for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. 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:

703-226-1532 (Tom Skelley) or tskelley@capitalnovus.com

703-226-1534 (Ramesh Purohit) or rpurohit@capitalnovus.com

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity 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:

STANDARD FORM 279:

Block 9: G. Order/Modification under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 12-913-4677

Block 30: Type of Contractor: Small Business

Block 31: Woman-Owned Small Business - **Yes**

Block 36: Contractor's Taxpayer Identification Number (TIN): 412063932

4a. CAGE Code: 58L08

4b. Capital Novus has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-32, 132-33, 132-34, 132-50, 132-51

As determined on individual orders and negotiated between Capital Novus and the ordering activity

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering

activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0%, 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: As Specified in the Price List
- c. Dollar Volume: None
- d. Government Educational Institutions: Same as other Government Customers
- e. Other: N/A

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Contract provides services only-None

10. Small Requirements: The minimum dollar value of orders to be issued is \$ 250.00.

11. MAXIMUM ORDER

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

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

Special Item Number 132-32	Term Software Licenses
Special Item Number 132-33	Perpetual Software Licenses
Special Item Number 132-34	Maintenance of Software
Special Item Number 132-50	Training
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. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 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 activities, 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 2001)

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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 ordering activity's convenience, and (m) Termination for Cause (See 52-212-14)

16. GSA ADVANTAGE!

GSA Advantage! is 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, noncontract 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-**

- (1) 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));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) 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.

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:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity 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 (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).

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, 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.

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 requirement of the Davis-Bacon Act applies.

The ordering 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.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available at <http://www.capitalnovus.com/contracts/508> compliance in the Electronic and Information Technology (EIT) section. The EIT standard can be found at: 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:

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.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- (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—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) 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)

III. TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES

(SPECIAL ITEM NUMBERS 132-32/ 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34 OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. Guarantee/Warranty

The Contractor's standard express commercial guarantee/warranty shall apply to this contract.

Contractor warrants that: (a) for a period of ninety (90) days after the date of government acceptance, the software will perform the functions described in the accompanying written materials when operated on hardware and operating systems meeting the system requirements set forth in such documentation; and (b) for a period of (1) year after the date of original delivery to you, that the diskettes or other media upon which the software is delivered will be free from defects in materials and workmanship under normal use. CONTRACTOR SPECIFICALLY DOES NOT WARRANT, AND HEREBY EXPRESSLY DISCLAIMS, ANY IMPLIED WARRANTIES OF: MERCHANTABILITY; FITNESS FOR ANY PARTICULAR PURPOSE OR NEED; ACCURACY OF INFORMATINAL CONTENT; AND PERFORMANCE. THE EXPRESS WARRANTY RECITED ABOVE IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Contractor's exclusive and entire liability, and Government's sole and exclusive remedy, for breach of warranty, shall be, at Contractor's option, either: (a) return of the price paid for the software when the software is returned to Contractor along with a copy of Government's receipt; or (b) repair or replacement of the software which does not conform to the Limited Warranty, and which is returned to Contractor with a copy of Government's receipt. Any replacement software shall be warranted in accordance with this Limited Warranty for the remainder of the original warranty period, or 30 days whichever is longer.

Limitation of Liability: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPEICAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, WHERE APPLICABLE, DAMAGES FOR LOSS, TO OR DESTRUCTION OF COMPUTER CODE, DATA OR INFORMATION, LOSS OF BUSINES PROFITS, BUSINESS INTERUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSSES OR DAMAGES) ARISING FROM THE INSTALLATION, USE, OPERATION, OR INABILITY TO USE THE SOFTWARE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER OF DAMAGES IS TO BE CONSTRUED AS INDEPDEPENDENT OF THE LIMITATION OF REMEDIES CONTAINED IN THIS AGREEMENT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW,

CONTRACTOR'S ENTIRE LIABILITY, AND GOVERNMENT'S SOLE AND EXCLUSIVE MONETARY REMEDY FOR ANY CLAIMS OR DEMANDS, WHETHER FOUNDED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, ARISING FROM GOVERNMENTS' INSTALLATION, USE, OPERATION OF, OR INABILITY TO USE THE SOFTWARE, SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING THE AMOUNT THE GOVERNMENT PAID FOR THE SOFTWARE.

3. Technical Services

The Contractor, without additional charge to the ordering activity, shall provide a HOT LINE TECHNICAL SUPPORT NUMBER (877) 227-5457 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 a.m. to 5 p.m. EST, Monday through Friday.

4. Software Maintenance

Software maintenance as it is defined (select software maintenance type):

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing or bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service (SIN: 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical support which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 USD 3324.

Software support services and upgrades may be obtained separately from Contractor under SIN No. 132-34, Maintenance of Software, and SIN No. 132-51, Information Technology Professional Services. No software support or upgrades are provided with the licensing of the software hereunder.

Cascade TM COTS Software Support Service

Software Support Services are provided on an annual basis only, except that new software may be added by the Government during an annual term and pro-rated accordingly.

Scope of Software Support Services for Cascade TM COTS Software

Telephone support via a toll-free number to answer questions regarding the operation of the Cascade TM COTS Software and assist the GOVERNMENT with problem identification resolution on a reasonable effort basis.

Telephone support is available to the Government from 7:00 am to 5:00 pm Monday through Friday, Eastern time, excluding Federal holidays.

Remote diagnostic of GOVERNMENT problems, where GOVERNMENT's system supports remote access and Contractor is able to replicate the problem; and

Access to corrective code and procedure changes (patches and fixes), maintenance releases (updates) and new enhancement releases (upgrades) or the Cascade™ COTS software made commercially available by Contractor (these items are available to Government installation. Upon Government request, Capital Novus will perform installation services at an additional charge not included in the price of the software maintenance services.

GOVERNMENT APPLICATION SOFTWARE:

Contractor provides additional Software Support Services for GOVERNMENT seeking support for their application modules developed by Contractor for use with the base Cascade™ COTS software (application software). Such software support services are available in addition to Cascade™ COTS software support services for an additional fee. Please consult your Contractor Representative for detailed pricing.

Software Support Services for Government Application Software are provided on an annual basis only, except that new software may be added by the Government during an annual term and pro-rated accordingly.

Scope of Support Services for Software Applications

Contractor shall provide the following software support services:

Telephone support via a toll-free number to answer questions regarding the operation of the Application Software and assist GOVERNMENT with problem identification and resolution associated with the Application Software.

Telephone support is available to GOVERNMENT from 7:00 a.m. to 5:00 p.m. Monday through Friday, Eastern Time, excluding Federal holidays.

Remote diagnostic of GOVERNMENT Application Software problems, where GOVERNMENT's system supports remote access and Contractor is able to replicate the problem;

Access to patches and fixes for the Application Software, as such patches may become available from Contractor.

Customization of Cascade™ COTS software to the extent necessary to integrate new versions of the Cascade™ COTS software with the Application software.

Integration of the Application software (no more than once annually) with the most current version of Cascade™ COTS software, to the extent feasible, at one Government site. Customization will not include modification which increases the then current functionality of the Government application. Such additional modification is available for an additional price.

GOVERNMENT Requirements

The following requirements must be met to be eligible for Software Support Services:

The Government must have a valid and current license for all Cascade™ software products, including both COTS and application software.

The Cascade™ COTS Software and Application Software must be unmodified by Government or third party and properly maintained at the latest revision level.

Cascade™ COTS Software Support Services is a prerequisite to obtaining Application Support Services and must run concurrently with any purchased Application Support.

The Government must maintain Software Support Services coverage for all Cascade™ COTS and Application Software components within the system, including both client and server software.

Limitations

Unless otherwise agreed to Capital Novus, Software Support Services are offered for the most current release level of the Cascade™ COTS Product and are supported to the prior release level of each Product only for six months following the release; except for maintenance and new enhancement releases, which are supported at the most current release level.

Government Responsibilities

The GOVERNMENT shall designate a single person knowledgeable in Cascade™ Software products as its contact for calling the toll free number for software support services.

The GOVERNMENT shall provide access to its site as may be required by Contractor to respond to GOVERNMENT inquiries and requests for service.

Exclusions

Other services not specifically identified above are neither covered by Contractor's Cascade™ Software nor Application Software Support Services. They are on-site support, training, software installation, and support of third party applications or software. Software support services relating to Government application software developed by Capital Novus for use with the Cascade™ COTS product(s) are available to the Government only if they have purchased Application Software Support Services from Capital Novus.

Services required due to improper use of the Cascade™ COTS Software; operator error; GOVERNMENT use of third party software, GOVERNMENT's complex system integration activities, and any GOVERNMENT or third party modifications to the Cascade™ COTS Software are likewise not covered hereunder.

Additional Support Services and Site Charges

All Software Support Services provided by CONTRACTOR to the GOVERNMENT under this Contract shall be performed remotely at CONTRACTOR's site. The GOVERNMENT will be charged and CONTRACTOR shall be entitled to reimbursement for the cost of any diskettes or tapes, messenger service, or express delivery service incurred on behalf of GOVERNMENT.

In the event that the GOVERNMENT requests that CONTRACTOR personnel perform work at GOVERNMENT's site, CONTRACTOR, at its sole option, may agree to provide personnel for such visit at an agreed upon time and on a reimbursable expense basis. Reimbursable expenses shall include out of town travel and lodging, local mileage, long distance telephone charges, and other out-of-pocket expenses in accordance with federal travel regulations.

LIMITED WARRANTY

CONTRACTOR DOES NOT WARRANTY ANY SPECIFIC RESULTS UNDER ITS SOFTWARE SUPPORT SERVICE, OR THAT THE OPERATION OF THE SUPPORTED CASCADE™ COTS SOFTWARE OR RELATED APPLICATION SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. CONTRACTOR WILL NOT BE RESPONSIBLE FOR SOFTWARE SUPPORT SERVICES TO CORRECT PROBLEMS RESULTING FROM OPERATOR ERROR, MACHINE MALFUNCTION, OR THE MODIFICATION BY GOVERNMENT OR THIRD PARTY OF THE SUPPORTED CASCADE™ COTS OR APPLICATION SOFTWARE. CONTRACTOR PROVIDES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

GOVERNMENT AGREES THAT CONTRACTOR OR ITS SUBCONTRACTORS AND SUPPLIER SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OF LOST PROFITS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE RENDERING BY CONTRACTOR, ITS SUBCONTRACTORS, OR SUPPLIERS OF SOFTWARE SUPPORT SERVICES HEREUNDER. IN NO EVENT WILL THE LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, AND SUPPLIERS EXCEED THE AMOUNT OF THE ANNUAL FEE FOR SOFTWARE SUPPORT SERVICES FROM WHICH THE LIABILITY ARISES. THESE LIMITATIONS ARE CONTEMPLATED IN THE FEE AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE GOVERNMENT IS SOLELY RESPONSIBLE FOR THE PROTECTION AND BACK-UP OF ALL DATA AND SOFTWARE.

- a. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN IN THE INVOICE.
5. PERIODS OF MAINTENANCE (132-34)
- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
 - b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.
 - c. Annual funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the Contract period, or at the end of the Contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
 - d. Cross-year funding within Contract Period. When an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under the Schedule Contract for a period up to the expiration of the Contract period, notwithstanding the intervening fiscal years.
 - e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.
6. UTILIZATION LIMITATIONS (132-33, 132-33 and 132-34)
- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101
 - b. When acquired by the Ordering activity, commercial software and related documentation shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's

database. For ordering activity public domain database, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purpose of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitation" are the only governing terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS (132-32/132-33)

Full money credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in the operating system or from one computer system to another. Under a particular term or perpetual license (132-32/132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTION AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule Pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING

None

IV. TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

(SPECIAL ITEM NUMBER 132-1)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-50, 132-34, 132-33 and 132-32 for Electronic Commerce Services apply exclusively to IT/EC 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/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

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/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/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 IT/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 52.232-7 (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.

V. DESCRIPTION OF IT/EC SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51, 132-50, 132-34, 132-33, 132-32. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

GSA Labor Categories and Prices

Labor categories:

1. Data Analyst

Minimum Experience: At least five years' experience in data analysis of complex electronic discovery cases.

Functional Responsibility: Develop appropriate methodologies to collect analyze and present data products. Design data models to implement for business needs sand use IT applications and analytical tools to search and correct image and file formats. Incorporate industry best practices to work assignments.

Minimum education: BS in Computer Science

2. Database Developer

Minimum Experience: At least 5 years' experience in database design and implementation, using standard database systems such as SQL server, Oracle, Sybase, and /or others.

Functional Responsibility: Design databases, implementing database engine, query optimization, storage management, and logging, catching, recovery, replication, etc. Apply data modeling techniques, architects database –enterprise data model, implements metadata management and performs data modeling. Design database components that consider industry best practices, are scalable, perform well, and meet user requirements.

Minimum education: B.S. or M.S. in Computer Science

3. Documentation Specialist

Minimum Experience: At least three years' experience in technical documentation; demonstrated ability to work independently or as part of a team.

Functional Responsibility: Prepare and/or maintains systems, programming, and operations documentation, including user manuals. Maintains a current internal documentation library and is competent to work on most phases of documentation.

Minimum Education: BS/BA or equivalent

4. System Analyst

Minimum Experience: At least four years' experience in systems analysis and design of business applications, use of programming language and DBMS.

Functional Responsibility: For consulting, program integration and facilitation projects, analyzes system requirements in accordance with design concept and standards, develops and reviews program documents to ensure adherence to requirements and progress in accordance with schedules. May be required to develop and implement applications utilizing mathematical and statistical formulae. Coordinate with project manager to ensure problem resolution and user

satisfaction. Make recommendations for approval of major system installations. Prepare milestones status reports, delivers presentations on system concept.

Minimum Education: BS in Computer Science

5. System/Server Administrator

Minimum Experience: At least six years' experience in system operations

Functional Responsibility: Advise the process of assessing, selecting and managing the implementation of enterprise-wide information systems. Devises hardware and software plans to support user requirements. Supervise as necessary IT support functions including a combination of internal resources, helpdesk and hardware/software support. Maintain existing servers and networked PCs in optimal condition. Supervise the smooth functioning of hardware and software deployed as required by users.

Minimum Education: BS in Computer Science

6. Process Engineer

Minimum Experience: At least five years' experience in electronic data processing

Functional Responsibility: Reviewing existing data to see if more research and information need to be collated, and assessing the adequacy of the existing processes and equipment, designing, installing and communicating new programs, monitoring development (i.e. modifications and upgrades) and troubleshooting existing processes; using computer modeling and simulations to design and evaluate processes and operating systems. Coordinate physical changes to computer databases; and codes, tests and implements physical databases applying knowledge of database management system. Review, correct and improve current processes, ensuring the process works at optimal level to the right rate and quality of output, in order to meet company's needs, making observations and taking measurements directly, as well as correcting and interpreting data from other technical and operating staff involved, ensuring that all aspects of an operation and process meet.

Minimum Education: BS/ MS in Computer Applications

7. Network Engineer

Minimum Experience: 3 to 5 years with experience of C/C++, VB, MB Access on Windows and Linux platforms

Functional Responsibility: Provide technical assistance to users on computer hardware and software, including printing, installation and maintenance of computer systems to improve speed, reliability and efficiency operations. Assist in testing and evaluation of local area network (LAN), Internet, Intranet and other data communicating systems. Assist in designing, developing database system utilizing knowledge of C/C++, VB /Access on Windows and Linux Platforms.

Minimum Education: BS/MS in Computer Networking or Computer Applications

8. Software Engineer

Minimum Experience: At least 5 years' experience in software development and testing

Functional Responsibility: Formulate and define specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Design, code, test, debug, and document those programs. Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications network, computer accounting, and advanced mathematical/scientific software packages. May have responsibility for the evaluation of new and existing software products, May assist systems programmers to effectively utilize the systems technical software

Minimum Education: BS in Computer Science

9. Project Manager

Minimum Experience: 3 to 5 years' experience with electronic discovery firms or litigation support group at law firms

Functional Responsibility: Serve as project manager for large, complex task orders, manage one or more projects and work with government contracting officers, representatives and management personnel and customer agency representatives. Responsibility for overall planning and management of litigation discovery projects, including civil/criminal litigations (involving the SEC, DOJ, NASD, Hart-Scott Rodino 2nd Requests, and State Attorney General), in which challenging electronic discovery tasks are the norm. Manage projects, ensure prompt and proactive communication with customers, project teams, and partner companies that provide complementary services for overall success of the project.

A doer, who joins the team to bolster support at every step in the process; from crafting of case plans to creation of databases and data processing techniques and workflow management during data filtering/search, reduction, review, reporting and production of documents. Regularly track delivery schedules, ensuring proper quality assurance and managing changes in work scope, web-based and on-site training for law firm, corporate and government customers.

Minimum Education: Bachelor's degree (a combination of paralegal and technical background is preferable), excellent oral and written communication skills, responsiveness and attention to detail. Good understanding of the Microsoft Office Software, Common email systems and basic networking concepts.

10. Electronic Data Forensics Examiner

Minimum Experience: 3 years' experience in conducting fully defensible preservation of electronic data (including HD image acquisition), trade theft, intellectual property and spoliation investigation within large corporations. Excellent knowledge of necessary hardware, data collection tools/devices and general networking plans

Functional Responsibility: Forensically harvest data from a wide variety of sources and storage media. Prepare data & evidence collection reports, examination of evidence and expert report drafting and testimony.

Minimum Education: B.S in Computer Science with ENCASE certification and knowledge of FTK and LINUX

11. Senior Trial Director

Minimum Experience: At least two years' experience as a litigator at a law firm specializing in multi-jurisdictional complex commercial and intellectual property litigation; at least two years' experience in effective information design; demonstrated ability to lead the consulting and design team to effectively meet client expectations and deadlines and to manage client projects independently.

Functional Responsibility: Lead the in-house design and consulting teams and serve as liaison between internal resources and clients on all active projects; ensure the overall efficient use of staff resources and effectiveness of deliverables; manage projects according to budgetary estimates and ensure client is abreast of costs incurred at every stage of the project; vet invoices as they are created to ensure they reflect the value and service provided to the client; manage relationships with partners, associates, and litigation support professionals within law firms as well as with government contracting officers, representatives and management personnel and customer agency representatives. Responsibility for overall planning and management of Trial Consulting projects, including managing multi-jurisdictional complex commercial and intellectual property litigation and civil/criminal litigation (involving the SEC, DOJ, NASD, Hart-Scott Rodino 2nd Requests, and State

Attorney General), in which challenging consulting, visual presentation and budgeting tasks are the norm. Manage and ensure prompt and proactive communication with clients, project teams, and partner companies that provide complementary services for overall success of the project. A doer who integrates with the client's trial team to provide value at every step in the process and ensures that the project is run efficiently and effectively from start to finish.

Minimum Education: JD and at least one state Bar Membership; BA/BS (a technical background and/or degree is preferable); excellent oral and written communication skills, responsiveness and attention to detail; excellent understanding of the Microsoft Office Software (emphasis on PowerPoint); good understanding of Adobe Creative Suite and ancillary graphics programs, common email systems and basic networking concepts.

12. Trial Director

Minimum Experience: At least two years' experience as a litigator at a law firm specializing in multi-jurisdictional complex commercial, intellectual property, and/or criminal litigation; experience in effective information design; demonstrated ability to work independently or as part of a team; demonstrated ability to manage team of artists to effectively meet client expectations and deadlines.

Functional Responsibility: Managing design team and serve as liaison between internal resources and clients on large projects; ensure efficient use of resources and effectiveness of deliverables; manage projects according to budgetary estimates and ensure client is abreast of costs incurred at every stage of the project; vet invoices as they are created to ensure they reflect the value and service provided to the client; manage relationships with partners, associates, and litigation support professionals within law firms as well as with government contracting officers, representatives and management personnel and customer agency representatives. Responsibility for overall planning and management of Trial Consulting projects, including managing multi-jurisdictional complex commercial and intellectual property litigation and civil/criminal litigation (involving the SEC, DOJ, NASD, Hart-Scott Rodino 2nd Requests, and State Attorney General), in which challenging consulting, visual presentation and budgeting tasks are the norm. Manage and ensure prompt and proactive communication with clients, project teams, and partner companies that provide complementary services for overall success of the project. A doer who integrates with the client's trial team to bolster support and to provide value at every step in the process and to ensure that the project is run efficiently and effectively from start to finish.

Minimum Education: JD and at least one state Bar Membership; BA/BS (a technical background and/or degree is preferable); excellent oral and written communication skills, responsiveness and attention to detail; excellent understanding of the Microsoft Office Software (emphasis on PowerPoint); good understanding of Adobe Creative Suite and ancillary graphics programs, common email systems and basic networking concepts.

13. Senior Trial Technology Director

Minimum Experience: At least four years direct experience working with trial teams in both war room and "hot seat" capacities in the courtroom, either with litigation support firms or directly with trial teams and support staff within law firms.

Functional Responsibility: Manage team of Trial Technology Consultants and assist the design and consulting team in developing the overall visual strategy of the trial presentation materials. Provide technical assistance to litigation teams in courtrooms and war rooms before and during trial; create, populate, maintain, and utilize document management and database software platforms to quickly and effectively organize and present documents, video, and other case data in court, from databases ranging in size from hundreds to millions or records. Work with attorneys, legal staff, paralegals, litigation support staff, and outside vendors on overlapping time-sensitive projects simultaneously, and assist to prepare witnesses for live testimony, produce blowbacks and binders for witnesses and the court, and assist in the creation of trial presentation materials.

Excellent computer hardware, software, and troubleshooting skills; excellent written and oral communication skills; ability to work in high-stress and high-pressure litigation environments requiring extensive travel and extended on-site engagements with timeframes ranging from a few days to several months. Knowledgeable with all technology encountered during trial, including but not limited to: Windows PC and Macintosh computers, networking equipment and network setup and troubleshooting, high-volume black and white and color printers, high speed copy machine systems, document scanners, network servers, network attached storage devices, VPN configuration and troubleshooting, Remote Desktop, Citrix, and Terminal Server systems, and video and audio-only conference equipment. Solve or work-around technology problems quickly, with little or no outside assistance.

Minimum Education: BS in Computer Science or equivalent experience in the Litigation Technology field in positions specifically related to the skills outlined above (paralegal or attorney experience and background in information technology is preferred); excellent oral and written communication skills, responsiveness and attention to detail. Has expert-level knowledge of Trial Director, Sanction, Summation, and Concordance; excellent understanding of the Microsoft Office Software (emphasis on PowerPoint and Excel); familiarity of various document and video file formats (i.e., from Microsoft Windows, Apple Macintosh, and UNIX systems); ability to troubleshoot issues related to documents and video.

14. Trial Technology Director

Minimum Experience: At least two years direct experience working with trial teams in both war room and “hot seat” capacities in the courtroom, either with litigation support firms or directly with trial teams and support staff within law firms.

Functional Responsibility: Provide technical assistance to litigation teams in courtrooms and war rooms before and during trial; create, populate, maintain, and utilize document management and database software platforms to quickly and effectively organize and present documents, video, and other case data in court, from databases ranging in size from hundreds to millions or records. Work with attorneys, legal staff, paralegals, litigation support staff, and outside vendors on overlapping time-sensitive projects simultaneously, and assist to prepare witnesses for live testimony, produce blowbacks and binders for witnesses and the court, and assist in the creation of trial presentation materials.

Excellent computer hardware, software, and troubleshooting skills; excellent written and oral communication skills; ability to work in high-stress and high-pressure litigation environments requiring extensive travel and extended on-site engagements with timeframes ranging from a few days to several months. Knowledgeable with all technology encountered during trial, including but not limited to: Windows PC and Macintosh computers, networking equipment and network setup and troubleshooting, high-volume black and white and color printers, high speed copy machine systems, document scanners, network servers, network attached storage devices, VPN configuration and troubleshooting, Remote Desktop, Citrix, and Terminal Server systems, and video and audio-only conference equipment. Solve or work-around technology problems quickly, with little or no outside assistance.

Minimum Education: BS in Computer Science or equivalent experience in the Litigation Technology field in positions specifically related to the skills outlined above (paralegal or attorney experience and background in information technology is preferred); excellent oral and written communication skills, responsiveness and attention to detail. Has expert-level knowledge of Trial Director, Sanction, Summation and Concordance; excellent understanding of the Microsoft Office Software (emphasis on PowerPoint and Excel); familiarity of various document and video file formats (i.e., from Microsoft Windows, Apple Macintosh, and UNIX systems); ability to troubleshoot issues related to documents and video.

15. Senior Designer

Minimum Experience: At least two years' experience in graphic design.

Functional Responsibility: Work with Trial Consultants and Art Director to design trial presentation materials and animations using various software suites; provide creative input as to content and function of presentation materials. Minimum Education: BFA or BA in Graphic Design or equivalent; excellent understanding of the Microsoft Office Software (emphasis on PowerPoint); excellent understanding of Adobe Creative Suite and ancillary graphics programs, common email systems and basic networking concepts.

No.	Labor Category	Hourly Rates
		09/01/2009-08/31/2010
1	Data Analyst	\$125.00
2	Database Developer	\$105.00
3	Documentation Specialist	\$100.00
4	System Analyst	\$105.00
5	System/Server Administrator	\$125.00
6	Process Engineer	\$125.00
7	Network Engineer	\$115.00
8	Software Engineer	\$115.00
9	Project Manager	\$175.00
10	Electronic Data Forensic Examiner	\$225.00
11	Senior Trial Director	\$280.00
12	Trial Director	\$266.00
13	Senior Trial Technology Director	\$195.00
14	Trial Technology Director	\$180.00
15	Senior Designer	\$172.00

Note: For trial consulting all hourly rates are billed at 1.5 x their rate after 6:00 p.m. and on weekends and holidays.

All agencies utilizing GSA contracts are required to pay 0.75% Industrial Funding Fee to GSA.

Out-year escalation (%) is offered in accordance with the Department of Labor/Bureau of Labor Statistics.



VI. USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

(Name of Company) 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 those demonstrate 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:

Ramesh Purohit, Government Contracts/GSA
Capital Legal Solutions DBA Capital Novus
Phone: 703-226-1500 (Board)
Phone: 703-226-1534 (Direct)
Fax: 703-226-1550
E-mail: rpurohit@capitalnovus.com

VII. 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) _____.

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(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(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:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(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:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(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.

VIII. 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 an ordering activity 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 customer's 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.

IX. SCHEDULE 70 PRICELIST

No.	Labor Category	Hourly Rates 09/01/2009- 08/31/2010	Hourly Rates 09/01/2010- 8/31/2011	Hourly Rates 09/01/2011- 8/31/2012	Hourly Rates 09/01/2012- 08/31/2013	Hourly Rates 09 /01/2013- 8/31/2014
1	Data Analyst	\$125.00	\$129.00	\$134.00	\$139.00	\$145.00
2	Database Developer	\$105.00	\$109.00	\$113.00	\$118.00	\$123.00
3	Documentation Specialist	\$100.00	\$104.00	\$108.00	\$112.00	\$116.00
4	System Analyst	\$105.00	\$109.00	\$113.00	\$118.00	\$123.00
5	System/Server Administrator	\$125.00	\$130.00	\$135.00	\$138.00	\$144.00
6	Process Engineer	\$125.00	\$130.00	\$135.00	\$138.00	\$144.00
7	Network Engineer	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
8	Software Engineer	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
9	Project Manager	\$175.00	\$182.00	\$189.00	\$197.00	\$205.00
10	Electronic Data Forensic Examiner	\$225.00	\$234.00	\$243.00	\$253.00	\$263.00
11	Senior Trial Director	\$280.00	\$291.00	\$302.00	\$314.00	\$327.00
12	Trial Director	\$266.00	\$277.00	\$288.00	\$300.00	\$312.00
13	Senior Trial Technology Director	\$195.00	\$203.00	\$211.00	\$219.00	\$228.00
14	Trial Technology Director	\$180.00	\$187.00	\$194.00	\$202.00	\$210.00
15	Senior Designer	\$172.00	\$179.00	\$186.00	\$193.00	\$201.00

Type of Services	Tasks	Unit	Rate per Unit for GSA*
Forensic Services	Collection/Acquisition – Computer or Server	Per Hour	\$168.00
	Investigation	Per Hour	\$225.00
	Expert Testimony/Report Drafting, Consulting, etc.	Per Hour	\$340.00

Restoration Services	Tape	Per Tape	\$145.00
	Forensic Image	Per Image	\$80.00
	Legacy Hardware/System	Per Hour	\$140.00
Processing & Culling (Small Projects -less than 10 GB)	Perform culling & loading to eZReview	Per GB	\$690.00
	Perform culling & output to native non-eZReview database	Per GB	\$590.00
	Perform culling & output to TIFF non-eZReview database	Per GB	\$925.00
Data Culling (Large Projects-> 10GB)	11-50 GB	Per GB	\$295.00
	51-100 GB	Per GB	\$240.00
	≥101 GB	Per GB	\$200.00
Output eZReview	Hosted	Per GB	\$825.00
Native	11-50 GB	Per GB	\$640.00
	51-100 GB	Per GB	\$500.00
TIFF	11-100 GB	Per GB	\$925.00
Productions	eZReview	Per Production(does not include .TIFF'ing Charge)	\$475.00
Type of Services	Tasks Group IV TIFF or PDF w/endorsement	Per Image	\$0.04
Other Services	OCR	Page	\$0.02
	OCR -foreign language	Page	\$0.04
	Machine Translation	Document	\$0.25
	Non-engineering Services Mobile Processing (client Site)	Hour	\$140
Delivery Media	FTP Hard Drive	Per Hard Drive	\$150.00
	DVD	Per DVD	\$30.00
	CD	Per CD	\$15.00
	Local Courier	Per Delivery	\$30.00

*inclusive of IFF@0.75%

Note:

GB=Gigabyte

TIFF=Tagged Image File Format

OCR=Optical Character Recognition

FTP-File Transfer Protocol

Culling=Process includes Metadata extraction, filtering, searching and de-duplication

eZReview=Process includes proprietary Advanced Review Technology which is completely auditable and includes concept analytics, near duplication process, Case Setup, User Training & 24/7 user support.

Processing Method	Description	Per Unit	Commercial Price	GSA Price
Collection, Acquisition	All data collection undertaken by CLS IS carried out by staff trained and certified in digital forensics. We use court recognized and accepted procedures that may be used in any legal document or proceeding. The CLS forensic staff has collected data worldwide and can be ready for collection in less than 24 hours. We collect data from any storage media including network servers, desktops, laptops, backup tapes and flash drives. We also preserve, collect and retain electronic data in a manner that fulfills all of our clients' legal obligations and eliminates or minimizes exposure to sanctions for spoliation and can offer experts to provide expert testimony if requested. CLS, through the use of best industry practices, evidence documentation and our secure storage facility ensures that the data we collect and store remains in an unaltered condition and retains its value for legal proceedings.	Hourly	\$175.00	\$168.00
Investigation	Capital Legal Solutions has conducted digital forensic examinations around the globe for some of the largest multi-national businesses. Whether your case involves a large or small company; all Capital Legal Solutions examinations use tools which have been accepted by the courts as providing information in a true and valid form. Our digital forensic experts can recover active and deleted data from virtually all types of storage media. Capital Legal Solutions can provide an analysis of user activity on a personal computer, email, internet activity, activity on corporate servers and other network related activity.	Hourly	\$250.00	\$225.00
Expert Testimony/Report Drafting, Consulting etc.	Capital Legal Solutions works closely with our clients to provide detailed reports of the data that has been collected and preserved to interpret what occurred prior to and during an incident under investigation. Capital Legal Reports are tailored to meet the needs of our clients whether the matter involves a case for arbitration, trial or an internal investigation. Our reports are drafted to precisely describe the matter for all levels of technical sophistication. Capital Legal Solutions' experienced forensic team has investigated a multitude of case types including: <ul style="list-style-type: none"> ○ Trade Theft investigations ○ Misappropriation of Intellectual Property ○ Fraud on the Internet ○ Auditing of data security applications ○ Security breaches ○ Back dating incidents ○ Spoliation investigations 	Hourly	\$350.00	\$340.00

Performance-Based Budgeting Software™ - Cascade Price List –Awarded by GSA on June 27, 2012

SIN#	MFR Part#	Description	Unit	MFR MSRP COMMERCIAL	GSA Cost with IFF
132-32 C7030	Pilot SaaS Solution	Cascade SaaS solution, includes 2 days consulting, 3 month time- frame Help Desk# 877-227-5457	Each	\$34,500.00	\$30,000.00
132-33 C7030	SaaS (S-10)	Small Cascade Server with 10 Software Licenses	Each	\$85,000.00	\$75,000.00
132-33 C7030	S-10 (Add On)	Each additional Software License (up to 5 Licenses)	Each	\$400.00	\$350.00
132-33 C7030	SaaS (M-20)	Medium Cascade Server with 20 Software Licenses	each	\$143,750.00	\$125,750.00
132-33 C7030	M-20 (Add on)	Each additional Software License (up to 15 Licenses)	each	\$400.00	\$350.00
132-34 C7030	S-10/M-20	Software Installation (Note: 40 Hours)	Each	\$7,500.00	\$6,600.00
132-34 C7030	S-10/M-20	Consulting Per Hour	Hour	\$190.00	\$165.00
132-34 C7030	S-10/M-20	Senior SaaS Management Consulting	Hour	\$358.00	\$311.00
132-33 C7050	L-50	Large Cascade Server with 50 Software Licenses	each	\$230,000.00	\$201,500.00
132-33 C7030	L-50 Add On	Each additional software license (up to 30 Licenses)	each	\$400.00	\$350.00
132-33 C7030	E-100	Enterprise Cascade Server with 100 software licenses	each	\$862,500.00	\$750,000.00
132-33 C7030	E-100 Add on	Each additional License	each	\$400.00	\$350.00
132-34 C7030	L-50/E-100	Software installation (Note: 40 hours)	each	\$7,500.00	\$6,600.00
132-34 C7030	L-50/E-100	Consulting per hour	hour	\$190.00	\$165.00
132-34 C7030	L-50/E-100	Senior SaaS Management Consulting	hour	\$358.00	\$311.00
132-34 C7030	S10/M-20/ L-50/E-100	Annual Maintenance & Helpdesk#877-277-5457	Year	25%	25%
132-50 C7030	SaaS Training S-10/M-20/L- 50/E-100	Training 1 day effective use of Cascade Performance Management Software	each	\$5,700.00	\$5000.00
132-50 C7030	SaaS Training S-10/M-20/L- 50/E-100	Training 2 day effective use of Cascade Performance Management Software	each	\$11,500.00	\$9000.00
February 2012					