

MODUS™

LISTEN | LEARN | LEVERAGE

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST
Schedule for - MULTIPLE AWARD SCHEDULE (MAS)
Federal Supply Group: Information Technology**

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

**518210C – Cloud and Cloud-Related IT Professional Services
54151S - Information Technology Professional Services
541611LIT – Litigation Support Services
518210DC – Document Conversion Services
561439 – Document Production On-site and Off-site Services
OLM – Order Level Materials**

CONTRACT Number: 47QTCA19D00C2

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

Modus eDiscovery Inc.
1331 F St NW Ste 825
Washington DC 20004

919-760-9899

<http://discovermodus.com>

**Period Covered by Contract: May 15, 2019 Through May 14, 2024
Price List current as of Modification # _____ effective __TBD_____**

**General Services Administration
Federal Supply Service**

CUSTOMER INFORMATION:

- 1a. **Table of Awarded Special Item Numbers (SINs):** 518210C, 54151S, 541611LIT, 518210DC, 561439 and OLM
- 1b. **Lowest Priced Model Number and Price For Each SIN:** N/A
2. **Maximum Order:** 518210C and 54151S: \$500,000; 541611LIT, 518210DC and 561439 - \$1,000,000; OLM - \$250,000
3. **Minimum Order:** \$100.00
4. **Geographic Coverage:** 48 contiguous states, Alaska, Hawaii, Washington D.C., Puerto Rico, U.S. Territories, and to a port or consolidation point within the aforementioned locations for orders that are received from overseas activities.
5. **Point of Production:** Not Applicable
6. **Discount from List Prices:** 1.00%
7. **Quantity Discounts:** None
- 7a. **Volume Discounts:** 518210C, 541611LIT, 518210DC, 561439 and OLM – None; SIN 54151S – additional 2.00% offer a single task order \$300,000 or above
8. **Prompt Payment Discount:** None/Net 30
9. **Government Purchase Cards** will be accepted for payment less than, equal to and above the micro purchase threshold however no additional discounts will apply.
10. **Foreign Items:** Foreign items are being offered on this contract.
- 11a. **Time of Delivery:** As negotiated ARO
- 11b. **Expedited Delivery:** Call Contractor
- 11c. **Overnight and 2-Day Delivery:** Call Contractor
- 11d. **Urgent Requirements:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB Point:** Destination
- 13a. **Ordering Address:**
92 Cornerstone Drive, #403
Cary NC 27519
- 13b. **Ordering 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:**
92 Cornerstone Drive, #403
Cary NC 27519

15. **Warranty/Guarantee Provision:** N/A
16. **Export Packing Charges:** Not Applicable
17. **List of Participating Dealers:** Not Applicable
18. **Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A
19. **Section 508 Compliance:** Yes
20. **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.
21. **Data Universal Numbering System (DUNS) Number:** 083487246
- 21a. **Taxpayer Identification Number (TIN):** 27-4077417
- 21b. **Business Size:** Small Business
- 21c. **CAGE Code:** 89B89
- 21d. **System for Award Management (SAM) :** Modus eDiscovery Inc. is currently registered within the System for Award Management (SAM) database.
22. **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.
23. **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.
24. **Federal Information Technology Telecommunications 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.
25. **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.

26. 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 Acquisition 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.

27. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003):

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

28. 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 52.212-4)

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

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

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

30. 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.

31. 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.

32. 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.

33. 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).

34. 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.

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

The 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 33411 or 33411REF.

36. 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.

37. 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.

38. 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>.

39. 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)

SIN 518210C:

SIN	SERVICE	UNIT OF ISSUE	Time Period	GSA PRICE
518210C	<i>Indexing - A La Carte</i>	Per Gigabyte	Per Month	\$34.91
518210C	<i>Native Processing and Activation - A La Carte</i>	Per Gigabyte	Per Month	\$74.81
518210C	<i>Flat Fee Indexing - Native Activation - A La Carte</i>	Per Gigabyte	Per Month	\$54.86
518210C	<i>Relativity Analytics - A La Carte</i>	Per Gigabyte	Per Month	\$99.75
518210C	<i>User License - A La Carte</i>	Per License	Monthly	\$99.75
518210C	<i>User License - Self Service Pricing per GB</i>	After 4 Licenses	Monthly	\$59.85
518210C	<i>Indexed Data Storage</i>	Per Gigabyte	Per Month	\$1.00
518210C	<i>Image Endorsement</i>	Per Page	Per Page	\$0.01
518210C	<i>Tiff/Image creation</i>	Per Page	Per Page	\$0.02
518210C	<i>OCR</i>	Per Page	Per Page	\$0.01
518210C	<i>Searchable PDF Creation</i>	Per Page	Per Page	\$0.04
518210C	<i>Venio Analytics</i>	Per Gigabyte	Per Month	\$19.95
518210C	<i>Archive data</i>	Per Gigabyte	Per Month	\$1.00
518210C	<i>Hosting Data Storage A La Carte - 0 to 1 Terabyte</i>	Per Gigabyte	Per Month	\$5.98
518210C	<i>Hosting Data Storage A La Carte - 1 to 5 Terabyte</i>	Per Gigabyte	Per Month	\$4.99
518210C	<i>Hosting Data Storage A La Carte - 5 to 15 Terabyte</i>	Per Gigabyte	Per Month	\$3.99
518210C	<i>Hosting Data Storage A La Carte - 15 to 20 Terabyte</i>	Per Gigabyte	Per Month	\$2.99
518210C	<i>Hosting Data Storage A La Carte - 21 to 50 Terabyte</i>	Per Gigabyte	Per Month	\$1.99
518210C	<i>Hosting Data Storage A La Carte - 51 to 100 Terabyte</i>	Per Gigabyte	Per Month	\$0.75
518210C	<i>Hosting Data Storage A La Carte -100+ Terabyte</i>	Per Gigabyte	Per Month	\$0.50
518210C	<i>Hosting Data Storage All in Pricing - 0 to 1 Terabyte</i>	Per Gigabyte	Per Month	\$34.91

518210C	<i>Hosting Data Storage All in Pricing - 1 to 2 Terabyte</i>	Per Gigabyte	Per Month	\$29.92
518210C	<i>Hosting Data Storage All in Pricing - Greater than 2 Terabytes</i>	Per Gigabyte	Per Month	\$24.94
518210C	<i>Hosting Data Storage Self Service Pricing - 0 to 1 Terabyte</i>	Per Gigabyte	Per Month	\$4,987.41
518210C	<i>Hosting Data Storage Self Service Pricing - 1 to 2 Terabyte</i>	Per Gigabyte	Per Month	\$8,977.33
518210C	<i>Hosting Data Storage Self Service Pricing - up to 3 Terabytes</i>	Per Gigabyte	Per Month	\$11,969.77
518210C	<i>Hosting Data Storage Self Service Pricing per GB - 0 to 25 Gigabytes</i>	Per Gigabyte	Per Month	\$34.91
518210C	<i>Hosting Data Storage Self Service Pricing per GB - 26 to 50 Gigabytes</i>	Per Gigabyte	Per Month	\$24.94
518210C	<i>Hosting Data Storage Self Service Pricing per GB - Greater than 51 Gigabytes</i>	Per Gigabyte	Per Month	\$17.95
518210C	<i>Hosting Data Storage Self Service Pricing - 0 to 25 Gigabytes</i>	Per Gigabyte	Per Month	\$4,987.41
518210C	<i>Hosting Data Storage Self Service Pricing - 26 to 50 Gigabytes</i>	Per Gigabyte	Per Month	\$8,977.33
518210C	<i>Hosting Data Storage Self Service Pricing - Greater than 51 Gigabytes</i>	Per Gigabyte	Per Month	\$11,969.77
518210C	<i>Per Gigabyte Pricing</i>	Per Gigabyte	Per Month	\$8.98
518210C	<i>Infrastructure Maintenance</i>	Each	Per Month	\$15,959.70
518210C	<i>Hosting Data Storage A La Carte - 0 to 1 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$2.99
518210C	<i>Hosting Data Storage A La Carte - 1 to 5 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$2.49
518210C	<i>Hosting Data Storage A La Carte - 5 to 15 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$1.99
518210C	<i>Hosting Data Storage A La Carte - 15 to 20 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$1.50
518210C	<i>Hosting Data Storage A La Carte - 21 to 50 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$1.00
518210C	<i>Hosting Data Storage A La Carte - 51 to 100 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$0.35
518210C	<i>Hosting Data Storage A La Carte -100+ Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$0.25
518210C	<i>Hosting Data Storage All in Pricing - 0 to 1 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$17.46
518210C	<i>Hosting Data Storage All in Pricing - 1 to 2 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$14.96
518210C	<i>Hosting Data Storage All in Pricing - Greater than 2 Terabytes (Nearline)</i>	Per Gigabyte	Per Month	\$12.47
518210C	<i>Hosting Data Storage Self Service Pricing - 0 to 1 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$2,493.70
518210C	<i>Hosting Data Storage Self Service Pricing - 1 to 2 Terabyte (Nearline)</i>	Per Gigabyte	Per Month	\$4,488.66

518210C	<i>Hosting Data Storage Self Service Pricing - up to 3 Terabytes (Nearline)</i>	Per Gigabyte	Per Month	\$5,984.89
518210C	<i>Hosting Data Storage Self Service Pricing per GB - 0 to 25 Gigabytes (Nearline)</i>	Per Gigabyte	Per Month	\$17.46
518210C	<i>Hosting Data Storage Self Service Pricing per GB - 26 to 50 Gigabytes (Nearline)</i>	Per Gigabyte	Per Month	\$12.47
518210C	<i>Hosting Data Storage Self Service Pricing per GB - Greater than 51 Gigabytes (Nearline)</i>	Per Gigabyte	Per Month	\$8.98
518210C	<i>Hosting Data Storage Self Service Pricing - 0 to 25 Gigabytes (Nearline)</i>	Per Gigabyte	Per Month	\$2,493.70
518210C	<i>Hosting Data Storage Self Service Pricing - 26 to 50 Gigabytes (Nearline)</i>	Per Gigabyte	Per Month	\$4,488.66
518210C	<i>Hosting Data Storage Self Service Pricing - Greater than 51 Gigabytes (Nearline)</i>	Per Gigabyte	Per Month	\$5,984.89
518210C	<i>Engineering / Custom Requests</i>	Hourly Rate	Per Month	\$274.31

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

a. (1) Cancel the stop-work order; or

b. (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 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to 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 IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation. (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror; (2) Subcontractors; and/or (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

LABOR CATEGORY DESCRIPTIONS

INFORMATION TECHNOLOGY

Technical Services Information Technology Staff

Functional Responsibility: IT staff perform tasks associated with the maintenance and issue management associated with the Modus infrastructure. This involves the technical operations of SaaS services associated with eDiscovery services such as Relativity, Venio and other tools. These staff also support the operations associated with local endpoint technology (e.g. laptops, mobile devices etc.). Staff are additionally responsible for the monitoring and performance of the network infrastructure supporting all Modus operations. This includes making adjustments to compute, memory, storage and network resources to accommodate workload.

The configuration of the Modus network including the Virtual Private Network, Firewalls, encryption keys, and secured network routing with trusted sites is also performed by these staff under the direction of management.

Minimum/General Experience and Years of Experience: Staff must have two years' experience in Microsoft Windows server management and Microsoft SQL Server administration. These individuals also need to have the ability to effectively administer commercial off the shelf software and utilities being used in the SaaS service delivery. This includes managed software upgrades and performance monitoring. It also includes management of infrastructure using Amazon Web Services.

Educational Requirements: A Bachelor's degree with a focus in Information technology is required for individuals without prior experience.

Information Technology Manager

Functional Responsibility: The management of Modus Information Technology involves the oversight of all IT operations, infrastructure performance and cost management. This position is also responsible for managing and monitoring the information security aspects of Modus operations including the Unified Threat Management (UTM), Security Incident and Event Management (SIEM), Vulnerability Management and security incident response. This position also requires the direct management and development of IT staff to ensure their skills and career development are aligned with the evolution of Modus technologies. Information technology Management is additionally accountable for network and infrastructure capacity and operational forecast. This involves oversight of all compute, memory, storage, encryption facilities and network monitoring facilities and the management of resources to meet the needs of Modus operations.

The manager must further oversee the processes and recordkeeping associated with the full scope of information technology. This includes access management; incident reporting and remediation; security inventory of assets and third-parties engaged in infrastructure; and other activities as required by FedRAMP and ISO 27001.

Minimum/General Experience and Years of Experience: Staff must have five years' experience managing Information technology teams and related major projects. This individual should have experience managing Amazon Web Services (AWS) environment including the security and utility features available within the AWS environment. This individual must also have in-depth knowledge of JIRA, Confluence and other tools used in the ticketing and oversight of all activities involved in infrastructure management.

Educational Requirements: A Bachelor's degree with a focus in Information technology is required for individuals without prior experience. Certifications within AWS and commercial products such as Relativity, Venio etc. associated with infrastructure are also required.

Chief Information Officer

Functional Responsibility: This individual is accountable for the strategic evolution of technologies employed by Modus to support the current and projected customer base. This individual is also responsible for managing all compliance requirements of Modus including ISO 27001 and FedRAMP related controls and certifications. The CIO is also actively engaged in the sales and marketing of Modus services through collaboration with the senior executive team and in speaking engagements across the industry.

The CIO is also responsible for maintaining all information security and infrastructure reporting such as risk assessment, validation of vulnerability remediation, incident reporting, security event management, external audits, disaster recovery planning/testing and penetration testing. The CIO is additionally responsible for managing the Information Security Management System (ISMS) consisting of all executive management in the oversight of the company's security profile.

Minimum/General Experience and Years of Experience: Staff must have ten years' experience managing Information technology teams and related major projects. This individual should have experience managing Amazon Web Services (AWS) environment including the security and utility features available within the AWS environment.

Educational Requirements: A Master's degree with a focus in business administration or Information technology is required. Additional certifications such as CISA and/or CISSP are also required for oversight of industry certifications.

SIN(s)	LABOR CATEGORY	MINIMUM EDUCATION/CERTIFICATION LEVEL	MINIMUM YEARS OF EXPERIENCE	UNIT OF ISSUE	GSA PRICE
54151S	<i>Technical Services - Information Technology</i>	Bachelor's	2	Hourly Rate	\$169.27
54151S	<i>Project Management - Information Technology Manager</i>	Bachelor's	5	Hourly Rate	\$169.27
54151S	<i>Project Management - Chief Information Officer</i>	Master's	10	Hourly Rate	\$172.80

SIN's 541611LIT, 518210DC and 561439:

eDiscovery Processing

To facilitate hosted review and production, all collected electronically stored information must be processed. Such materials can come in hundreds of different formats, with different properties, different metadata, and potentially, different nested content. Processing finds and expands nested content, captures and organizes metadata, and extracts and normalizes text for review and production.

Modus processing services enable you to use our hosted review platform or your own. We've built processing templates for all of the leading ECA and review tools to ensure you get pristine loads and fast, accurate and consistent processing no matter which downstream tools you are using. And, we can quickly customize or build a new template to meet your requirements.

Processing Types

- Native File
- Full TIFF
- Email

Processing Services

- Analytical Reporting
- File Type Analysis
- De-NISTing
- Date Filtering
- File Type/Categorized Filtering/ StellantID
- Standard and Search-Based Processing
- Metadata Extraction
- De-Duplication (Custodial or Global)
- Near-Duplicate Identification and Handling
- Email Threading
- Foreign Language Identification (with Percentages and Rankings)

eDiscovery Production

As electronically stored information has become more diverse and voluminous, the specificity and complexity of production formats has similarly increased. Today, productions may be required in a variety of formats, including native, PDF, and TIFF, with or without intricate load files, extracted text, and other features. Conforming, precisely and consistently, to mandated production specifications is an essential component of eDiscovery success.

Modus' production services include:

- Native Production
- PDF Production
- TIFF Production
- Hybrid Production
- Custom Load File Creation
- Slipsheet/Placeholder Generation
- Endorsements and Bates Numbering

Modus eDiscovery Managed Services Benefits:

- Includes Modus Ecosystem integrated proprietary and licensed technology solutions
- Includes processing, indexing and review database creation
- Fully managed by Modus personnel
- System accessible 24 / 7
- Provided at predictable or fixed cost
- Eliminates costs for hardware and software
- Provides guaranteed uptime and availability
- Enables predictability and consistency in eDiscovery process and control
- No start-up costs or no hardware purchasing

Modus eDiscovery Managed Services is supported by Venio OnDemand, an attorney-intuitive tool that moves ESI from ingestion through production on any browser. Built on the VenioOne unified platform, VenioOne allows organizations to have a more cost effective solution for smaller projects while more easily distributing, accessing, and streamlining remote collections.

Consulting Services

eSynthesis Assessment

Modus eSynthesis is an outcome-based assessment methodology designed to provide law firms and corporations with a detailed summary of their current litigation department operation with an actionable blueprint for improvement, scalable to client objectives and overarching legal business strategy.

By assessing the expertise, processes and technologies related to eDiscovery and litigation support functions, Modus eSynthesis can improve the business performance of corporate legal departments.

- Talent – Evaluate, define and align internal / external talent required to produce optimal program results
- Processes – Assess and design a systematic approach to every phase of the litigation and eDiscovery cycle
- Finances – Benchmark all internal / external expenses associated with litigation and eDiscovery to create a programmatic approach that reduces legal spend
- Technology – Analyze IT systems, storage, litigation hold and forensic capabilities to streamline data collection, reduce risk and expedite case knowledge
- Data Management – Assess current plan and design approach that will get to the case merits faster for legal decision making

- Internal / External Client perception – Conduct client perception gap analysis to improve overall service delivery
- Outside Counsel Alignment – Ensure outside counsel litigation support and eDiscovery services capabilities are aligned with the business goals of corporate legal department

Benefits

- Actionable blueprint for improvement
- Reduce total cost of ownership
- Refine metrics to measure operations
- Alignment of outside counsel with legal business strategy
- Obtain valuable benchmarking data
- Identify case merits faster
- Make strategic decisions faster

Litigation Readiness Assessment

Modus Litigation Readiness Assessment provides corporate clients with a comprehensive analysis of their present data and information landscape. Typically completed within a 60-90 day window, the Litigation Readiness Assessment analyzes potential risks, opportunities for enhancement and strategic recommendations for improvement.

Benefits

- Increase awareness and understanding of eDiscovery opportunities and risks
- Minimize discovery risk by identifying gaps in current processes
- Identify cost reduction opportunities
- Reduce the risk of discovery errors, spoliation and delays
- Establish a framework for collaboration between legal, IT and records management

Deliverables

- ESI Data Map Assessment – report detailing current state observations, identification of critical gaps and recommendations for program development
- On Site Workshop – (1) 4-6 hour onsite workshop to present findings and assist organization with program development

Risk Assessment

Modus Risk Assessments provide organizations with a clear analysis of their present Records Management, Information Management and eDiscovery endeavors. Tailored for corporate in-house counsel and records

management professionals, Modus Risk Assessment eDiscovery consulting services help identify the most significant risks and gaps, while providing a strategic roadmap for improvement.

Benefits

- Provide an actionable blueprint on where, how and when to start a program
- Provide valuable information quickly to identify opportunities take immediate steps
- Provide collaborative environment to stimulate education / knowledge cross-departmentally

Deliverables

Modus will deliver a 15-25 page report that identifies current gaps, areas for improvement and recommendations for program development. In addition, Modus will conduct a (1) 2-4 hour on-site workshop to present and discuss recommendations.

Data Management

Modus Data Management services help organizations better understand, create and implement defensible and actionable policies / procedures for managing data across their entire enterprise. Tailored for records, information management and IT professionals, Modus ESI Data Management services include; data mapping, records and information management / information governance consulting, eDiscovery consulting and data management consulting.

Benefits

- Minimize potential risks associated to growing data volumes and complexities
- Provide consistent methodology for the disposal of data

Deliverables

- ESI Data Map – provides an inventory of the organization’s IT systems and how they are organized in visual and spreadsheet formats.
- IT Data Management Assessment Report – providing a detailed analysis of the organization’s overall data management policies and procedures, along with summary recommendations on how to optimize them
- Workshop – (1) 3-6 hour, onsite workshop to teach IT, legal and records management professionals how to identify, address and solve critical macro-level data management issues, coupled with a 5-10 page post-workshop report.

Legal Holds

Modus Legal Hold services provide in-house legal counsel departments with an analysis of their present policies and procedures along with strategic recommendations for improvement. Modus legal, technical and RIM subject matter experts will design an optimized legal hold process to maximize defensibility while minimizing the burden of execution for employees.

Benefits

- Maximize defensibility through repeatable, auditable and accurate processes that ensure legal hold are executed according to plan
- Reduce business disruption by streamlining processes and ensuring appropriate management controls are in place

Deliverables

- Process Design Documentation – outlining steps, processes, policies and people involved in execution
- Legal Hold Notifications – to custodians, IT, records management and other required parties Questionnaires – for custodians and non-custodians
- Consultation – process design consultation to implement automated legal hold software

ESI Data Mapping

Modus ESI Data Mapping services are designed to aid inside / outside counsel in developing a comprehensive, accurate understanding of an organization's data repositories and IT infrastructure. ESI Data Mapping focuses on data sources and elements of the IT infrastructure containing ESI most likely to be subject to discovery in legal proceedings, regulatory audits or investigations.

Benefits

- Provide foundation for developing a defensible eDiscovery response plan
- Provide a clear outline / blueprint of the organization's IT infrastructure and landscape
- Create a framework for legal, IT and records management professionals to collaborate on better managing the systems which produce data
- Create a high level of awareness, understanding and involvement between typically disparate departments

Deliverables

Modus ESI Data Mapping Services include:

- ESI Data Map Assessments – a “baseline” ESI data map or framework which outlines and organization’s IT infrastructure at a summary level
- Tier 1 Reports – detailed narrative-style reports which explain where, how and when data is stored in critical eDiscovery-related systems
- Tier 2 Reports – comprehensive summary of IT systems deemed important, yet not critical
- Visual ESI Data Map – graphical representation of the ESI data map illustrating key facts about Tier 1 and Tier 2 systems
- Executive Summary – an overview of the organization’s ESI data map

4 – Services

ESI Data Mapping Workshop

- 3 hour on-site workshop
- Deep-dive review of ESI data mapping process tailored to the organization’s particular IT environment
- Structured dialog between Legal, RIM, IT and appropriate business stakeholders facilitated by the nation’s leading ESI data mapping consultant
- Minimal pre-workshop preparation required
- Provided for a flat fee

ESI Data Mapping Seminar

- 1.5 day on-site program
- Includes 20 hours consulting
- Detailed review of Modus proprietary ESI data mapping processes and procedures
- Pre-seminar analysis of IT landscape and Tiering recommendations
- Tier 1 systems briefings
- Access and single use license to Modus ESI Data Mapping Toolkit and example reports
- Provided for a flat fee

ESI Data Mapping Assessment

- Preliminary analysis of IT landscape and litigation / discovery profile
- Tiering of systems
- Mini interviews to gather high-level information about Tier 1 and Tier 2 systems (except e-mail)
- Full mapping of e-mail and associated systems (backup, smartphones, unified messaging, etc.)
- Creation of ESI Data Map Framework/Proposed ESI Data Map
- Detailed budget for full ESI data mapping
- Provided for a flat fee

ESI Data Mapping Turnkey Projects

- Conduct analysis and review of current IT landscape and litigation / discovery profile
- Collaborate with project stakeholders to assign IT systems to Tiers

- Conduct information gathering activities
- Analyze and validate data gathered
- Create ESI data map reports
- Provided on a flat fee or hourly basis

SIN	SERVICE	UNIT OF ISSUE	TIME PERIOD	GSA PRICE
541611LIT	Indexing - A La Carte	Per Gigabyte	Per Month	\$ 34.91
541611LIT	Native Processing and Activation - A La Carte	Per Gigabyte	Per Month	\$ 74.81
541611LIT	Flat Fee Indexing - Native Activation - A La Carte	Per Gigabyte	Per Month	\$ 54.86
541611LIT	Relativity Analytics - A La Carte	Per Gigabyte	Per Month	\$ 1.50
541611LIT	Relativity User License - A La Carte	Per License	Monthly	\$ 89.77
541611LIT	Modus Data curator	Per License	Monthly	\$ 7.98
541611LIT	Modus Data curator - With AI	Per License	Monthly	\$ 9.97
541611LIT	Indexed Data Storage	Per Gigabyte	Per Month	\$ 1.00
541611LIT	Image Endorsement	Per Page	Per Page	\$ 0.01
541611LIT	Tiff/Image creation	Per Page	Per Page	\$ 0.02
541611LIT	OCR	Per Page	Per Page	\$ 0.01
541611LIT	Searchable PDF Creation	Per Page	Per Page	\$ 0.04
541611LIT	Venio Analytics	Per Gigabyte	Per Month	\$ 1.50
541611LIT	Archive data	Per Gigabyte	Per Month	\$ 1.00
541611LIT	Hosting Data Storage A La Carte - 0 to 1 Terabyte	Per Gigabyte	Per Month	\$ 5.98
541611LIT	Hosting Data Storage A La Carte - 1 to 5 Terabyte	Per Gigabyte	Per Month	\$ 4.99
541611LIT	Hosting Data Storage A La Carte - 5 to 15 Terabyte	Per Gigabyte	Per Month	\$ 3.99
541611LIT	Hosting Data Storage A La Carte - 15 to 20 Terabyte	Per Gigabyte	Per Month	\$ 2.99
541611LIT	Hosting Data Storage A La Carte - 21 to 50 Terabyte	Per Gigabyte	Per Month	\$ 1.99
541611LIT	Hosting Data Storage A La Carte - 51 to 100 Terabyte	Per Gigabyte	Per Month	\$ 0.75
541611LIT	Hosting Data Storage A La Carte -100+ Terabyte	Per Gigabyte	Per Month	\$ 0.50
541611LIT	Infrastructure Maintenance	Each	Per Month	\$ 15,959.70
518210DC	Indexing - A La Carte	Per Gigabyte	Per Month	\$ 34.91
518210DC	Native Processing and Activation - A La Carte	Per Gigabyte	Per Month	\$ 74.81
518210DC	Flat Fee Indexing - Native Activation - A La Carte	Per Gigabyte	Per Month	\$ 54.86
518210DC	Relativity Analytics - A La Carte	Per Gigabyte	Per Month	\$ 1.50
518210DC	Relativity User License - A La Carte	Per License	Monthly	\$ 89.77
518210DC	Modus Data curator	Per License	Monthly	\$ 7.98
518210DC	Modus Data curator - With AI	Per License	Monthly	\$ 9.97
518210DC	Indexed Data Storage	Per Gigabyte	Per Month	\$ 1.00

518210DC	Image Endorsement	Per Page	Per Page	\$ 0.01
518210DC	Tiff/Image creation	Per Page	Per Page	\$ 0.02
518210DC	OCR	Per Page	Per Page	\$ 0.01
518210DC	Searchable PDF Creation	Per Page	Per Page	\$ 0.04
518210DC	Venio Analytics	Per Gigabyte	Per Month	\$ 1.50
518210DC	Archive data	Per Gigabyte	Per Month	\$ 1.00
518210DC	Hosting Data Storage A La Carte - 0 to 1 Terabyte	Per Gigabyte	Per Month	\$ 5.98
518210DC	Hosting Data Storage A La Carte - 1 to 5 Terabyte	Per Gigabyte	Per Month	\$ 4.99
518210DC	Hosting Data Storage A La Carte - 5 to 15 Terabyte	Per Gigabyte	Per Month	\$ 3.99
518210DC	Hosting Data Storage A La Carte - 15 to 20 Terabyte	Per Gigabyte	Per Month	\$ 2.99
518210DC	Hosting Data Storage A La Carte - 21 to 50 Terabyte	Per Gigabyte	Per Month	\$ 1.99
518210DC	Hosting Data Storage A La Carte - 51 to 100 Terabyte	Per Gigabyte	Per Month	\$ 0.75
518210DC	Hosting Data Storage A La Carte -100+ Terabyte	Per Gigabyte	Per Month	\$ 0.50
518210DC	Infrastructure Maintenance	Each	Per Month	\$ 15,959.70
561439	Indexing - A La Carte	Per Gigabyte	Per Month	\$ 34.91
561439	Native Processing and Activation - A La Carte	Per Gigabyte	Per Month	\$ 74.81
561439	Flat Fee Indexing - Native Activation - A La Carte	Per Gigabyte	Per Month	\$ 54.86
561439	Relativity Analytics - A La Carte	Per Gigabyte	Per Month	\$ 1.50
561439	Relativity User License - A La Carte	Per License	Monthly	\$ 89.77
561439	Modus Data curator	Per License	Monthly	\$ 7.98
561439	Modus Data curator - With AI	Per License	Monthly	\$ 9.97
561439	Indexed Data Storage	Per Gigabyte	Per Month	\$ 1.00
561439	Image Endorsement	Per Page	Per Page	\$ 0.01
561439	Tiff/Image creation	Per Page	Per Page	\$ 0.02
561439	OCR	Per Page	Per Page	\$ 0.01
561439	Searchable PDF Creation	Per Page	Per Page	\$ 0.04
561439	Venio Analytics	Per Gigabyte	Per Month	\$ 1.50
561439	Archive data	Per Gigabyte	Per Month	\$ 1.00
561439	Hosting Data Storage A La Carte - 0 to 1 Terabyte	Per Gigabyte	Per Month	\$ 5.98
561439	Hosting Data Storage A La Carte - 1 to 5 Terabyte	Per Gigabyte	Per Month	\$ 4.99
561439	Hosting Data Storage A La Carte - 5 to 15 Terabyte	Per Gigabyte	Per Month	\$ 3.99
561439	Hosting Data Storage A La Carte - 15 to 20 Terabyte	Per Gigabyte	Per Month	\$ 2.99
561439	Hosting Data Storage A La Carte - 21 to 50 Terabyte	Per Gigabyte	Per Month	\$ 1.99
561439	Hosting Data Storage A La Carte - 51 to 100 Terabyte	Per Gigabyte	Per Month	\$ 0.75

561439	Hosting Data Storage A La Carte -100+ Terabyte	Per Gigabyte	Per Month	\$ 0.50
561439	Infrastructure Maintenance	Each	Per Month	\$ 15,959.70

LABOR CATEGORY DESCRIPTIONS

INFORMATION TECHNOLOGY

Information Technology Staff

Functional Responsibility: IT staff perform tasks associated with the maintenance and issue management associated with the Modus infrastructure. This involves the technical operations of SaaS services associated with eDiscovery services such as Relativity, Venio and other tools. These staff also support the operations associated with local endpoint technology (e.g. laptops, mobile devices etc.). Staff are additionally responsible for the monitoring and performance of the network infrastructure supporting all Modus operations. This includes making adjustments to compute, memory, storage and network resources to accommodate workload.

The configuration of the Modus network including the Virtual Private Network, Firewalls, encryption keys, and secured network routing with trusted sites is also performed by these staff under the direction of management.

Minimum/General Experience and Years of Experience: Staff must have two years’ experience in Microsoft Windows server management and Microsoft SQL Server administration. These individuals also need to have the ability to effectively administer commercial off the shelf software and utilities being used in the SaaS service delivery. This includes managed software upgrades and performance monitoring. It also includes management of infrastructure using Amazon Web Services.

Educational Requirements: A Bachelor’s degree with a focus in Information technology is required for individuals without prior experience.

Sr. Project Manager

Functional Responsibility: Senior Project Managers are responsible for managing their team of Associate Project Managers, assisting with complex search terms, user rights management, technical issues or complex training issues. These responsibilities are in addition to the standard expectations of the Associate Project Managers, which are below. The Associate Project Managers at Modus are responsible for all steps of EDRM as it goes through the lifecycle of a case. When a case comes in, the project managers meet with the client, handle the kickoff call, and begin tracking using IS-A-TASK to track the incoming requests and to manage the case activity. Our Associate Project Managers assist with any legal holds, then move on to forensic collection and receiving data into our environment. Once the data is received, the APM’s work shifts to coordinate training for the clients and to assist them through the process of reviewing documents for relevancy, privilege, and any compliance items (HIPAA, etc.) as needed. The project managers will apply analytics and assist with Technology Assisted

Review. Once the documents have been reviewed the APM will create the production set as required by the client. This includes determining what is required for load files, document type (Native/Image) and Quality Control to ensure there are no privilege items that need special handling. Associate Project Managers additionally assist with technology requests, such as running reports out of the review tool, loading new documents into Relativity, and crafting complicated search strings.

Minimum/General Experience and Years of Experience: Staff must have a minimum of five years' previous experience in litigation support and eDiscovery.

Educational Requirements: A Bachelor's degree is required with a minimum of five years' previous experience in litigation support.

Associate Project Manager

Functional Responsibility: The Associate Project Managers at Modus are responsible for all steps of EDRM as it goes through the lifecycle of a case. When a case comes in, the project managers meet with the client, handle the kickoff call, and begin tracking using IS-A-TASK to track the incoming requests and to manage the case activity. Our Associate Project Managers assist with any legal holds, then move on to forensic collection and receiving data into our environment. Once the data is received, the APM's work shifts to coordinate training for the clients and to assist them through the process of reviewing documents for relevancy, privilege, and any compliance items (HIPAA, etc.) as needed. The project managers will apply analytics and assist with Technology Assisted Review. Once the documents have been reviewed the APM will create the production set as required by the client. This includes determining what is required for load files, document type (Native/Image) and Quality Control to ensure there are no privilege items that need special handling. Associate Project Managers additionally assist with technology requests, such as running reports out of the review tool, loading new documents into Relativity, and crafting complicated search strings.

Minimum/General Experience and Years of Experience: A Bachelor's degree is desired, but not required if the applicant has a minimum of two years previous experience in litigation support. A Bachelor's degree is required for individuals without prior experience.

Educational Requirements: A Bachelor's degree is desired not required depending upon applicant's prior experience.

3rd Party Review

Functional Responsibility: Provides required correspondence/information/documentation for cases preparation involving third party review.

Minimum/General Experience and Years of Experience: 3 Years

Educational Requirements: Bachelor's in science or technology

3rd Party Review Project Management

Functional Responsibility: Contributes to and manages technical third-party reviews performed on behalf of clients. Prepares expert reports for projects that include multiple possible sources and responsible parties; pre-existing contaminations; and/or require forensic analysis and interpretation. Conducts third party reviews to evaluate consultants' technical approaches and appropriateness of proposed costs. Assists with the development of "reasonable and necessary" characterization scopes of work and remedial strategies. Coordinates the scheduling, pricing, and performance associated with third-party review projects. Oversees Secondary and Support Third Party Reviewers.

Minimum/General Experience and Years of Experience: 5 Years

Educational Requirements: Bachelor's in science or technology

Forensics Support

Functional Responsibility: Conducts investigations related to everything from data recovery to advanced computer forensic investigations including data harvesting, indexing, searching and analysis. Forensically collect data at remotely or at client locations. Support a computer forensics lab in a technically secure environment. Interpret computer data using computer forensic tools.

Minimum/General Experience and Years of Experience: 5 Years

Educational Requirements: Bachelor's in science or Technology

Forensics Expert Support

Functional Responsibility: Forensics Expert Support services includes methodology deployment on a matter specific basis, output format and anticipated work Requirements; analysis of forensically acquired images which includes recovery of deleted files, recovery of Internet activity, Search engine use, USB device analysis, etc., conduct data collections in a forensically sound and defensible manner. Also onsite collection, cloud based collection, social media collection, chain of custody documentation, validation Processes, and documentation, etc.

Minimum/General Experience and Years of Experience: 8 Years

Educational Requirements: Bachelor's in science or Technology

SIN	LABOR CATEGORY	MINIMUM EDUCATION/CERTIFICATION LEVEL	MINIMUM YEARS OF EXPERIENCE	UNIT OF ISSUE	GSA PRICE
541611LIT	Information Technology Staff	Bachelor's	2	Hour	\$174.56
541611LIT	Sr. Project Manager	Bachelor's	5	Hour	\$174.56
541611LIT	Associate Project Manager	Bachelor's	2	Hour	\$149.62
541611LIT	3rd Party Review	Bachelors	3	Hour	\$39.90
541611LIT	3rd Party review Project Management	Bachelors	5	Hour	\$94.76
541611LIT	Forensics Support	Bachelors	5	Hour	\$294.26
541611LIT	Forensics Expert Support	Bachelors	8	Hour	\$394.01
518210DC	Information Technology Staff	Bachelor's	2	Hour	\$174.56
518210DC	Sr. Project Manager	Bachelor's	5	Hour	\$174.56
518210DC	Associate Project Manager	Bachelor's	2	Hour	\$149.62
518210DC	3rd Party Review	Bachelors	3	Hour	\$39.90
518210DC	3rd Party review Project Management	Bachelors	5	Hour	\$94.76
518210DC	Forensics Support	Bachelors	5	Hour	\$294.26
518210DC	Forensics Expert Support	Bachelors	8	Hour	\$394.01
561439	Information Technology Staff	Bachelor's	2	Hour	\$174.56
561439	Sr. Project Manager	Bachelor's	5	Hour	\$174.56
561439	Associate Project Manager	Bachelor's	2	Hour	\$149.62
561439	3rd Party Review	Bachelors	3	Hour	\$39.90
561439	3rd Party review Project Management	Bachelors	5	Hour	\$94.76
561439	Forensics Support	Bachelors	5	Hour	\$294.26
561439	Forensics Expert Support	Bachelors	8	Hour	\$394.01

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that 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 **(Steven Horan, CEO, steven.horan@discovermodus.com/919-760-9899)**.

**(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.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a 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 of 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 Schedule “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.