General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

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.

Multiple Award Schedule
Federal Supply Groups: Professional Services and Information Technology

Contract Number: 47QRAA21D0044
Contract Period: March 31, 2021 through March 30, 2026
Pricelist Effective through Modification PS-0003 – December 22, 2021

Luster National, Inc.
1701 Westwind Drive, Suite 117
Bakersfield, CA 93301-3045
Phone: (661) 869-0157
Fax: (661) 327-3606
Website: http://www.luster.com

Contact for Contract Administration
Gary Maraviglia
Telephone: (415) 416-4203
Fax: (415) 381-5039
E-mail: gmaraviglia@luster.com

Business Size and Designations: Small, Veteran-Owned Small, and Small Disadvantaged Business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov
Customer Information

1a. Awarded Special Item Numbers (SINs)

SIN 541330ENG and 541330ENGRC  Engineering Services
SIN 541611 and 541611RC  Management and Financial Consulting, Acquisition and Grants
Management Support, and Business Program and Project Management Services
SIN 611430 and 611430RC  Professional and Management Development Training
SIN 511210 and 511210RC  Software Licenses*
SIN OLM and OLMRC  Order Level Materials**

*This SIN is subject to Cooperative Purchasing.
**This SIN is only subject to Cooperative Purchasing when the OLMs are in support of SIN 511210/511210RC.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. Part Number 293104 - Q-CHeX for SharePoint Enterprise Add-On for $149.62.

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. Services descriptions begin on Page 4, and hourly rates begin on Page 19.

2. Maximum order: $1,000,000 for SINs 541330ENG, 541611, and 611430; $500,000 for SIN 511210; and $250,000 for SIN OLM

3. Minimum order: $100

4. Geographic Coverage: Domestic Only

5. Point of Production: United States

6. Discount from list prices or statement of net prices: Government net prices provided (discounts already deducted).

7. Quantity discounts: None

8. Prompt payment terms: Net 30 Days. *Information for Ordering Offices: Prompt Payment Terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items: None

10a. Time of delivery: Specified on the Task Order for Services and Three Business Days for Products Under SIN 511210

10b. Expedited Delivery: Contact Contractor
10c. **Overnight and 2-day delivery:** Contact Contractor

10d. **Urgent Requirements:** Contact Contractor

11. **F.O.B. Point:** Destination

12a. **Ordering address:**

   Luster National, Inc.
   1701 Westwind Drive, Suite 117
   Bakersfield, CA 93301-3045
   Phone: (661) 869-0157
   Fax: (661) 327-3606

12b. **Ordering procedures:** For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **Payment address:**

   Luster National, Inc.
   38 Miller Avenue, Suite 14
   Mill Valley, CA 94941

14. **Warranty provision:** None for Services and 60 Days for Products Under SIN 511210

15. **Export packing charges:** N/A

16. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A

17. **Terms and conditions of installation (if applicable):** N/A

18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A

18b. **Terms and conditions for any other services (if applicable):** N/A

19. **List of service and distribution points (if applicable):** N/A

20. **List of participating dealers (if applicable):** N/A

21. **Preventive maintenance (if applicable):** N/A

22a. **Special attributes, such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at:** [www.Section508.gov/](http://www.Section508.gov/)

23. **Unique Entity Identifier (UEI) number:** 622055846

25. **Notification regarding registration in System for Award Management (SAM) database:** Luster National is registered in SAM under CAGE Code 1GRS0.
Labor Category Descriptions

Program Manager (SINs 541611 & 541330ENG)

**Experience:** 20 years minimum experience

**Functional Responsibility:** Provides oversight and executive level management to overall contract operations often involving multiple projects/tasks and groups of personnel and other resources concurrently at multiple locations. The Program Manager maintains and manages relationships with senior level management within the client organization. Responsible for ensuring senior level management within the client organization is aware of overall program status, including all relevant projects and their potential impact on higher-level organizational strategic vision, this may include subject matter and unique technical knowledge. The Program Manager is responsible for managing multiple contract operations, ensure quality standards and work performance on all task orders and projects, plans, organizes and oversees work efforts, assigns resources, manages personnel, provides risk management, monitors overall project and contract performance, and reports to all interested stakeholders on issues and suggested courses of action. As the lead, plans, budgets, organizes, coordinates, and controls the project and is responsible for employee performance appraisals and for coaching and developing lower level professionals. Assists the Executive Strategy company representative as required.

**Education:** Bachelor’s Degree in Engineering, Architecture or related required. Professional Engineer, Licensed Architect, Program or Project Management Professional, or CCM preferred.

Quality Management Executive (SINs 541611 & 541330ENG)

**Experience:** 15 years minimum experience

**Functional Responsibility:** Senior expert with extensive knowledge and experience developing and applying analytic methodologies and principles and is recognized as a leader in the design of quality management programs for programmatic, enterprise, and project level programs that are ISO 9001:2015 compliant. Demonstrated ability to design quality assurance plans that offer a framework to streamline processes and optimize project efficiencies in a measurable format. Leads the application of analytic techniques and helps define project objectives and strategic direction. Is responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Directs the activities of more junior Analysts or other staff, as necessary, on activities related to the application of analytical techniques and methodologies. Demonstrated managerial and supervisory skills. Works closely with Program Manager, Task Leads, and Executive/Strategy personnel. As the lead, plans, budgets, organizes, coordinates, and
controls the project and is responsible for employee performance appraisals and for coaching and developing lower level professionals.

**Education:** Bachelor’s Degree in Engineering, Architecture or related required. Preferred certifications include: CMQ/OE (Certified Manager of Quality/Organizational Excellence Six Sigma Belt, CQA (Certified Quality Auditor).

**Project Quality Director (SINs 541611 & 541330ENG)**

**Experience:** 10 years minimum experience

**Functional Responsibility:** Senior manager with extensive experience developing and applying analytic methodologies and principles on Quality Management. Demonstrated ability to design quality management plans that offer a framework to streamline processes and optimize project efficiencies in a measurable format. Possesses strong analytic techniques in devising and implementing quality management parameters and processes. Resolves complex problems, which require an in-depth knowledge of quality management principles. Directs the activities of junior Analysts or other staff, as necessary, on activities related to the application of analytical techniques and methodologies. Demonstrates managerial and supervisory skills.

**Education:** Bachelor’s Degree in Engineering, Architecture or related required. Preferred certifications include: CMQ/OE (Certified Manager of Quality/Organizational Excellence Six Sigma Belt, CQA (Certified Quality Auditor).

**Quality Assurance Manager (SIN 541330ENG)**

**Experience:** 10 years minimum experience

**Functional Responsibility:** Senior manager with extensive experience developing and applying Quality Assurance plans providing clear guidelines for ensuring that project construction complies with the quality requirements in accordance with the contract documents. Reviews the construction contractors’ Quality Control plans and submittals to ensure that they demonstrate the contractors’ methodology and procedures to control the quality of their work.

**Education:** Bachelor’s Degree in Engineering, Architecture or related required. Preferred certifications include: CMQ/OE (Certified Manager of Quality/Organizational Excellence Six Sigma Belt, CQA (Certified Quality Auditor).

**Quality Manager Specialist (SIN 541330ENG)**

**Experience:** 5 years minimum experience

**Functional Responsibility:** Possesses demonstrated knowledge and experience applying analytic methodologies and principles to address client needs. Applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data
modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team’s objectives. Works closely with Project Quality Director.

**Education:** Bachelor’s Degree in Engineering, Architecture or related required.

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**Professional Development Manager (SIN 611430)**

**Experience:** 15 years minimum experience

**Functional Responsibility:** Possesses demonstrated knowledge and experience in management and training of large complex projects or programs. Possesses expertise in developing, coordination and execution of team building programs and initiatives, project management plans, organizational structures, training programs, procurement, subcontracting and human resource management. Possesses excellent communications skills and interpersonal relationships. Conducts training sessions and seminars to promote efficiency and cohesion within the project or program. Works closely with upper management, clients, contractors, and jurisdictional agencies, as necessary.

**Education:** Bachelor’s Degree in Engineering, Architecture or related required. Preferred certifications in organizational and behavioral management and related fields.

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**Senior Contracts and Claims Manager (SIN 541330ENG)**

**Experience:** 15 years minimum experience

**Functional Responsibility:** Responsible for the preparation, review, negotiation, and management of contracts and subcontracts, including scope of works and deliverables. Advises management on complex contractual issues. Proposes revisions to contract terms, technical specifications and policies and procedures to improve efficiency, reduce costs, and limit client’s exposure. Responsible for the evaluation, prevention, and negotiation of claims to determine merit in assigned projects. Reviews drawings, specifications, change orders, submittals, schedules, and other project documents for this purpose. Evaluates and appraises complex claims for delays, disruption, acceleration, wrongful termination, unforeseen site conditions, changes in scope, subcontractor performance, lost profits, and owner liquidated damages. Helps negotiate with claimants to resolve disputes regarding true value of submitted claims. Prepares reports for Agency management and legal counsel reviews. Assists in planning and developing methods and procedures for claims prevention.

Experience analyzing claims on large construction projects ($250M+) including evaluation of claims costs, and delay impacts. Knowledge of Primavera scheduling software. Understanding of general principles and practices of construction.

**Education:** Bachelor’s Degree in Engineering, Architecture, Construction Management, or closely related field.
Risk Manager (SIN 541330ENG)

Experience: 15 years minimum experience

**Functional Responsibility:** Responsible for management of risk management/insurance programs including risk identification, risk transfer and risk mitigation techniques. Coordinates closely with project operations and management, safety, human resources, legal and other stakeholders. Responsible for developing and updating risk registers and implementing risk management policies and procedures to protect company's assets and minimize liability exposures. Manage the interaction between all project participants, brokers and insurers related to risk management and insurance issues. Manage all aspects of contract review as relates to insurance and bonds issues, including coordination of contract review with legal. Analyze insurable risks and develop risk mitigation measures; interact with operational groups to ensure appropriate insurance coverage for all new bids and projects. Work with client/owner insurance representatives to ensure proper placement and coordination of project specific insurance policies. Manage master Builders Risk program, including reporting and premium allocations. Review and analyze terms and conditions associated with proposed Controlled Insurance Programs (OCIPs and CCIPs). Assist with management of Subcontractor Default Insurance program including management of broker and insurer relationships. Analyze and provide appropriate prequalification feedback on subcontractors. Maintain knowledge of trends in construction insurance industry, including working knowledge of insurance products, coverage, and pricing.

Insurance, Risk Management, Surety broker experience a plus. Knowledge of Monte Carlo or similar software programs. Excellent analytical, organizational, interpersonal, verbal, and written communication skills.

**Education:** Bachelor’s Degree in Architecture, Engineering, Business Administration, or related field.

Senior Construction Manager (SIN 541330ENG)

Experience: 15 years minimum experience

**Functional Responsibility:** Performs day-to-day management of construction projects involving multiple tasks and groups of personnel at multiple locations on one or several projects. Provides requisite resources to oversee work of architect/engineer and contractor(s). Manages and ensures compliance with the scope of work and all project deliverables. Manages the project budget, schedule, quality, and safety. Provides leadership and guidance to the project team in performance of their work activities. Key services include constructability reviews, cost and schedule management, risk mitigation measures, third party interface. Ensures contractor(s) and architect/engineer(s) adherence to their contracts. Must be fully knowledgeable of contractor cost and fee schedules related to contractor operations, equipment, and fleet management. Manages changes to project scope, cost and schedule, and develops a course of action to mitigate the impact of the changes. Prepares project progress reports and keep all project stakeholders informed of project status. Good oral and written skill required. Ability to utilize project and
construction management software and coordinate with clients’ systems. Must be an excellent negotiator and have a solid understanding of project direct and indirect costs.

**Education:** Bachelor’s Degree in Engineering, Architecture, Construction Management, or related field. Certified Construction Manager (CCM), Project Management Professional (PMP), Professional Engineer (PE), or Licensed Architect (AIA), preferred.

**Construction Manager (SIN 541330ENG)**

**Experience:** 10 years minimum experience

**Functional Responsibility:** Performs day-to-day management of construction projects involving multiple tasks and groups of personnel. Provides requisite resources to oversee work of architect/engineer and contractor(s). Manages and ensures compliance with the scope of work and all project deliverables. Manages the project budget, schedule, quality, and safety. Provides leadership and guidance to the project team in performance of their work activities. Key services include constructability reviews, cost and schedule management, risk mitigation measures, third-party interface. Ensures contractor(s) and architect/engineer(s) adherence to their contracts. Must be fully knowledgeable of contractor cost and fee schedules related to contractor operations, equipment, and fleet management. Manages changes to project scope, cost and schedule and develops mitigate measures. Prepares project progress reports and keeps all project stakeholders informed of project status. Good oral and written skill required. Ability to utilize project and construction management software. Must be an excellent negotiator and have a solid understanding of project direct and indirect costs.

**Education:** Bachelor’s Degree in Engineering, Architecture, Construction Management, or related field. Certified Construction Manager (CCM), Project Management Professional (PMP), Professional Engineer (PE), or Architect Registration (AIA) preferred.

**Assistant Construction Manager (SIN 541330ENG)**

**Experience:** 5 years minimum experience

**Functional Responsibility:** Assist the Construction Manager in management of the contract during the construction phase of a project. Organizes and coordinates the activities of the construction project. Demonstrates good understanding of the project scope of work and deliverables. Assists in managing key activities relating to constructability reviews, cost, schedule, and quality. Reviews contract documents, including plans and specifications. Coordinates work of architects/engineers and subcontractors. Good oral and written skill skills required. Ability to understand project and construction management software to interface with client and program management systems. Typically works under the leadership of the Construction Manager and takes direction on assigned tasks. Demonstrates signs of being a good negotiator. Begins to learn basics of project direct and variable costs.

**Education:** Bachelor’s Degree in Engineering, Architecture, Construction Management, or related field. Individual should be working towards securing a Certified Construction
Manager (CCM), Project Management Professional (PMP), Professional Engineer (PE) or Licensed Architect (AIA).

**Senior Civil Engineer (SIN 541330ENG)**

**Experience:** 15 years minimum of civil engineering experience

**Functional Responsibility:** Responsible for management of planning, communications, design, specification, and other services related to horizontal capital projects including highways, bridges utilities and other infrastructure projects. Acts as a subject matter expert in all related project activities. Devises new approaches to problems encountered. Plans, schedules, and conducts work, which requires judgment in the independent evaluation, selection, and adaptation of techniques, procedures, and criteria. Performs work involving standard industry practices as well as work involving unique and complex features in challenging design and construction environments. Provides technical guidance to client, third party stakeholders, designers, and engineers. Possesses the ability to draw on a broad knowledge of civil design and construction. Assumes leadership role in the review and management of plans, budgets, and schedules, and project controls. Responsible for management of subordinate staff which may include general oversight, performance appraisals, coaching, and mentoring junior level professionals.

**Education:** Bachelor’s Degree in Civil Engineering. PE License, PMP, or CCM preferred.

**Senior Electrical Engineer (SIN 541330ENG)**

**Experience:** 15 years minimum of electrical engineering experience

**Functional Responsibility:** Responsible for management of planning, communications, design, specification, and other services related to large capital projects. Acts as a subject matter expert in all related project activities. Devises new approaches to problems encountered. Plans, schedules, and conducts work, which requires judgment in the independent evaluation, selection, and adaptation of techniques, procedures, and criteria. Performs work involving standard industry practices as well as work involving unique and complex features in challenging design and construction environments. Provides technical guidance to client, third-party stakeholders, designers, and engineers. Possesses the ability to draw on a broad knowledge of electrical design and construction. Assumes leadership role in the review and management of plans, budgets, and schedules, and project controls. Responsible for management of subordinate staff which may include general oversight, performance appraisals, coaching, and mentoring junior level professionals.

**Education:** Bachelor’s Degree in Electrical Engineering. PE License, PMP, or CCM preferred.

**Electrical Engineering Technical Support (SIN 541330ENG)**

**Experience:** 5 years minimum of electrical engineering experience
**Functional Responsibility:** Responsible for assisting Senior Engineer or Project Manager in management of planning, design, specification, and other services related to construction projects. Knowledgeable of standard industry practices. Possesses the ability to acquire knowledge of electrical design and construction including plans, budgets, schedules, and project controls. Typically works under the leadership of the Senior Engineer or Project Manager and takes direction on assigned tasks. Demonstrates signs of being a good negotiator. Begins to learn basics of project direct and variable costs. Good verbal and written communication skills.

**Education:** Bachelor’s Degree in Electrical Engineering.

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**Deputy Right of Way Lead (SIN 541330ENG)**

**Experience:** 10 years minimum experience

**Functional Responsibility:** Responsible for Highway Right-of-Way (ROW) Acquisition Services. Conducts site visits to investigate location conditions and environment. Engages the respective landowners on behalf of and as directed by the Client. Conducts project scoping, bid submittals and all ROW acquisition activities required to obtain project ROW certification. Coordinates with project design engineers regarding impacts to properties. Participates in pre-construction, progress, and internal meetings. Prepares weekly progress reports and other Client briefings as needed.

Good verbal and written communication skills.

**Education:** High School Diploma. Bachelor’s Degree in Urban Planning, Architecture, Engineering, or related field preferred.

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**Right of Way Acquisition Specialist (SIN 541330ENG)**

**Experience:** 5 years minimum experience

**Functional Responsibility:** Responsible for Highway Right-of-Way (ROW) Acquisition Services. Conducts site visits to investigate location conditions and environment. Engages the respective landowners on behalf and as directed by the Client. Conducts project scoping, bid submittals and other ROW acquisition activities required to obtain project ROW certification. Coordinates with project design engineers regarding impacts to properties. Participates in progress meetings. Assists in the preparation of weekly progress reports and other Client briefings.

Good verbal and written communication skills.

**Education:** High School Diploma. Associate’s Degree in Urban Planning, Architecture, Engineering, or related field preferred.

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**Senior Master Scheduler (SIN 541330ENG)**

**Experience:** 15 years minimum experience
**Functional Responsibility**: Senior expert with extensive knowledge in planning and scheduling on large $100M+ design and construction programs. Develops and maintains a Master Schedule for program design and construction activities encompassing all projects that are part of the Program. Reviews and manages updates to project specific schedules that make up the overall Program Schedule. The monthly updates will compare planned versus actual activity dates and identifies variances. Prepares monthly progress reports identifying work completed, critical path items, major milestones, and other related items. The monthly reports will show potential delay impacts that contractors must devise mitigation measures to remedy. Manages all change requests and evaluate their impacts to project(s) scope, schedule, and budget. Evaluates various options and provide recommendations to mitigate the impact of the changes on the project's schedule and budget.

Proficiency in applicable latest version of Primavera, Claim Digger and related software is required.

**Education**: Bachelor’s Degree in Engineering, Architecture, Construction Management, or related field required. Master’s Degree preferred.

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**Senior Scheduler (SIN 541330ENG)**

**Experience**: 10 years minimum experience

**Functional Responsibility**: Possesses extensive knowledge in planning and scheduling of design and construction programs. Manages project master schedule and project specific schedules, including review of baseline schedules, and schedule updates. Alerts contractors to potential schedule delays and manage proposed mitigation measures. Advises the Client about potential schedule impacts resulting from changes in scope and unforeseen conditions. Prepares monthly progress reports identifying work completed, critical path items, major milestones, and other related items. Manages all change requests and evaluate their impacts to project(s) scope, schedule, and budget. Evaluates various options and provide recommendations to mitigate the impact of the changes on the project's schedule and budget.

Proficiency in latest versions of scheduling software such as Primavera, Claim Digger and related platforms is required.

**Education**: Bachelor’s degree in Engineering, Architecture, Construction Management, or related field required. Proficiency in latest versions of scheduling software such as Primavera, Claim Digger, and related platforms is required.

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**General Planner (SIN 541330ENG)**

**Experience**: 5 years minimum experience

**Functional Responsibility**: Possesses demonstrated knowledge in scheduling of construction projects, including baseline schedules. Reviews projects critical path and
advises of any conflicts or gaps. Reviews schedule updates. Assists the senior scheduler or project manager in any schedule related tasks and preparation of periodic reports. Demonstrates ability to understand new technical developments in the scheduling process. Contributes to the implementation of strategies to assess the impact of industry trends, policy, and/or standard methodologies.

Proficiency in applicable scheduling software systems is required.

**Education:** Associate’s Degree. Bachelor’s Degree preferred.

**Principal Advisor Supplier Diversity Programs (SIN 541611)**

**Experience:** 15 years minimum experience

**Functional Responsibility:** Senior expert with extensive knowledge and experience developing and applying analytic methodologies and principles and is recognized as a leader in the design of Disadvantaged Business Enterprise (DBE) Outreach and Compliance Programs. Leads the application of analytic techniques and helps define program or project objectives and strategic direction. Is responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Designs and monitors the performance management plans of program or project-level Disadvantaged Business Enterprise (DBE) staff to achieve the goals established by each contract for the entire life of an individual program or project, including reviewing and auditing documentation in project-level DBE folders and files, assessing the sufficiency of Good Faith Efforts and meeting with the project DBE Managers to review the DBE Participation Plan and the progress of the participating firms. Ability to design outreach programs whereby clients and teaming partners are provided with a sustainable DBE outreach program that optimize the use of underutilized firms and individuals. Demonstrated managerial and supervisory skills. Works closely with Program Manager, Task Leads, and Executive/Strategy personnel. As the lead, plans, budgets, organizes, coordinates, and controls the project and is responsible for employee performance appraisals and for coaching and developing lower-level professionals.

Previous experience managing government contract compliance and/or supplier diversity offices preferred.

**Education:** Bachelor’s Degree required. Master’s Degree in business or adult education is preferred.

**Disadvantaged Business Enterprise Compliance Coordinator (SIN 541611)**

**Experience:** 10 years minimum experience

**Functional Responsibility:** Deep knowledge and experience developing and applying analytic methodologies and principles in the design of Disadvantaged Business Enterprise
(DBE) Outreach and Compliance Programs. Is responsible for providing leadership and vision to client and project teams around the methodology. Designs and monitors the performance management plans of program or project-level Disadvantaged Business Enterprise (DBE) staff to achieve the goals established by each contract for the entire life of an individual program or project, including reviewing and auditing documentation in project-level DBE folders and files, assessing the sufficiency of Good Faith Efforts and meeting with the project DBE Managers to review the DBE Participation Plan and the progress of the participating firms. Ability to design outreach programs whereby clients and teaming partners are provided with a sustainable DBE outreach program that optimize the use of underutilized firms and individuals. Demonstrated managerial and supervisory skills. Works closely with Program Manager, Task Leads, and Executive/Strategy personnel.

Previous experience managing government contract compliance and/or supplier diversity offices preferred.

**Education:** Bachelor’s Degree required. Master’s Degree in business or adult education is preferred.

**Community Construction Relations Manager (SIN 541330ENG)**

**Experience:** 10 years minimum experience

**Functional Responsibility:** Knowledge and experience developing and applying procedures and guidelines for keeping businesses, residents, and other project stakeholders informed of construction activities and impacts. Represents the project client at community meetings and public events; makes presentations regarding project progress. Serves as a liaison between businesses/residents and construction managers/contractors to facilitate implementation of the Construction Plan for impact mitigation to stations and road improvements, including advance noticing of upcoming construction activities, responding to public inquiries, and providing assistance to project stakeholders in resolving construction related issues. Possesses excellent written and verbal communication skills

**Education:** Associate Degree. Bachelor’s Degree preferred.

**Senior Cost Estimator (SIN 541330ENG)**

**Experience:** 15 years minimum experience

**Functional Responsibility:** Provides cost estimating for design and construction activities on large projects or program encompassing multiple projects and separate contract. Reviews and prepares independent analysis and assessment to validate project work breakdown structures, budgets, and forecasts. Reviews projects schedule of values for compliance with scope and bid price or baseline budgets. Monitors design and construction progress regarding actual costs versus cost to complete and manages any variances. Identifies impacts of variances and advise about remedial steps necessary to ensure program and project budget adherence. Reviews consultants and contractors invoices and evaluates the invoices for earned value and accuracy and recommend
payment and withholds, if applicable. Prepares monthly cash flows, tracking budgeted versus actual for all design and construction costs. Reviews all change order requests for merit and prepares independent cost estimates. Manages the change negotiations process with contractors and consultants. Advises the Client about change orders that have merit. Prepares and maintains a change order log for all changes and potential changes.

Education: Bachelor’s Degree in Engineering, Architecture, Construction Management, or related field required. Professional Engineer, Licensed Architect, Project Management Professional, or CCM preferred.

Utility Railroad Liaison (SIN 541330ENG)

Experience: 10 years minimum experience

Functional Responsibility: Provides oversight on utility design and construction activities related to upcoming construction projects as well as on-going construction projects. Manages the potential utility relocation and permitting processes. Coordinates with design consultants, railroad representatives and jurisdictional agencies. Performs constructability reviews during design and provides early alerts about potential interferences and coordinates adoption of early solutions to minimize cost and schedule impacts. Prepares periodic status reports and coordinates revisions to master agreement and memoranda of understanding. Participates in weekly progress meetings and advise of current utility issues and alerts to upcoming potential conflicts. Possesses excellent verbal and written communication skills.

Education: Associate’s Degree in Urban Planning, Business Management, or related fields. Bachelor’s Degree preferred.

Procurement Specialist (SIN 541330ENG)

Experience: 5 years minimum experience

Functional Responsibility: Responsible for design and implementation of a project procurement plan. Must be analytical, possess good decision-making skill sets, and be good at math and negotiations. Provides direction to the Project Manager on procurement matters, status, and action items that need senior level attention. Major areas of emphasis include coordination and structuring the contracting basis to reflect alignment with industry standards, client constraints, and company policies. As the lead, plans, budgets, organizes, coordinates, and controls the project and is responsible for employee performance appraisals and for coaching and developing lower-level professionals.

Proficiency in applicable software systems is required.

Education: Bachelor’s Degree in Business, Engineering, or Management.
Mechanical Superintendent (SIN 541330ENG)

Experience: 10 years minimum of electrical engineering experience


Education: Associate’s Degree in Mechanical Engineering, or related field.

Resident Compliance Officer (SIN 541330ENG)

Experience: 5 years of experience

Functional Responsibility: Provides oversight and management of contractors’ and consultants’ compliance with applicable laws and regulations regarding certified payroll, payment of prevailing wages, equal employment opportunity laws, and DBE requirements. Conducts labor interviews as needed. Coordinates labor training and orientation.

Education: High School Diploma. Associate’s Degree, or better is preferred.

Senior Program Analyst (SINs 541611 & 541330ENG)

Experience: 10 years of experience


Education: Associate’s Degree.

Program Analyst (SINs 541611 & 541330ENG)

Experience: 5 years of experience

Functional Responsibility: Experience in human resource management and accounting management. Experience in general accepted accounting principles and the Federal Acquisition Regulations (FAR). Responsibilities include all accounting functions comprising invoicing, account payable, and accounts receivables. Assists the Senior Program Analyst in all matters related to accounting, invoicing, and management of task and work orders. Possesses excellent written and verbal communication skills.
**Education:**  High School Diploma.  Associate’s Degree, or better is preferred.

**Document Control Manager (SIN 541330ENG)**

**Experience:**  10 years of experience

**Functional Responsibility:**  Organizes and maintains data and develop innovative ways to create databases and store data. Performs tests and analyses to determine if data management techniques are sufficient to meet project needs. Ability to train others to help them adjust to new systems. Periodic maintenance and troubleshooting are also important. Creates, implements, enforces, and updates metadata and archive strategies for digital assets. Inventory digital assets, identifies gaps, and establishes archival and deletion policies. Tests, updates, and audits digital asset policies. Trains users in data quality needs, digital asset policies, and appropriate usage. Possesses a working knowledge of BIM. Demonstrates the ability to perform or manage the following tasks and assignments: 3D, 4D and 5D model generation and adaptation, object coding and revision of attributes. Provides detailed knowledge of computer operations including Autodesk Revit. Ability to review condition and validate 3D, 4D and 5D building construction models on projects. Responsible for identifying 3D, 4D and 5D inconsistencies and reconditioning data to provide accurate and usable data that reflects the intent of the design model. Experience is preferred in new industry technologies to include: integration of high-definition photography; 3D laser scanning and geographic information systems (GIS); technology enabled by drones and unmanned-aerial-vehicle (UAV) technology; LiDAR = high quality 3D images that can rapidly be integrated with project planning tools and BIM, and Ground penetrating radar that can create 3D underground images. Possesses experience to organize and send assets to support enterprise, division, department, or project efforts.

Knowledgeable in the following software applications: Vico Office Suite, Revit, AutoCAD, 360 Glue, Blue Beam Revu, and Autodesk Point Layout.

**Education:**  Bachelor’s Degree.

**Project Controls Specialist (SIN 541330ENG)**

**Experience:**  5 years of experience

**Functional Responsibility:**  Organizes and maintains data to create databases and store data. Performs tests and analyses to determine if data management techniques are sufficient to meet project needs. Periodic maintenance and troubleshooting are also important. Possesses a working knowledge of BIM. Demonstrates the ability to perform or manage the following tasks and assignments: 3D, 4D and 5D model generation and adaptation, object coding, and revision of attributes. Provides detailed knowledge of computer operations including Autodesk Revit.

**Education:**  Associate Degree.  Bachelor’s Degree preferred.
Senior Inspector (SIN 541330ENG)

Experience: 15 years of experience

Functional Responsibility: Performs day-to-day field observations of contracts during construction phase of a project. Organizes, directs, and coordinates the activities field inspection personnel of a construction project on behalf of the owner. Demonstrates skills in the scope of work encompassed by the task order; provides technical guidance to the construction inspection personnel in performance of the work and reviews the quality of all work products. Key services include construction inspection, material testing, knowledge of client specification, manuals, and processes, constructability reviews, cost and schedule review, risk mitigation measures, third-party interface and ensuring contractor and architect/engineer adhere to their contracts. If the project experiences changes that impact the project’s original budget, schedule, or expected level of quality, the Senior Inspector, in concert with the Construction Manager, develops a course of action to get the project back to owner’s original intent. Good oral and written skill skills required. Ability to manipulate project and construction management software to interface with client and program management systems preferred.

Proficiency in applicable software systems is required.

Education: Bachelor’s Degree. Possesses all applicable registrations and certifications needed to meet or exceed client scope.

Inspector (SIN 541330ENG)

Experience: 10 years of experience

Functional Responsibility: Performs day-to-day field observations of contract during construction phase of a project. Observes and reports on field related activities of contractor(s) on behalf of the Client. Demonstrates skills in the scope of work encompassed by the task order; provides technical guidance to the project team in performance of the work; and reviews the quality of all work products. Key services include knowledge of construction inspection duties, material testing, client manuals, policies and procedures, constructability reviews, cost and schedule review, risk mitigation measures, third-party interface, and ensuring contractor and architect/engineer adhere to contract specifications. Keeps owner informed of project progress through periodic reporting. Good oral and written skill skills required.

Proficiency in applicable software systems is required.

Education: High School Diploma. Associate’s Degree encouraged for further advancement. Possesses all applicable registrations and certifications needed to meet or exceed client scope.

Inspector Aide (SIN 541330ENG)

Experience: 2 years of experience
**Functional Responsibility:** Performs day-to-day field observation of contract during construction phase of a project under the direction of a direct supervisor. Key services include construction inspections services, material testing, constructability reviews, cost and schedule review, risk mitigation measures, third-party interface, and ensuring contractor and architect/engineer adhere to their contracts. Demonstrates a willingness to learn, take direction and work as a team. Good oral and written skills required. Ability to manipulate project and construction management software to interface with client and program management systems preferred.

**Education:** High School Diploma.
Awarded GSA Rates

LABOR CATEGORY/SERVICES RATES FOR
SINs 541330ENG, 541611, and 611430

<table>
<thead>
<tr>
<th>SINs</th>
<th>Labor Category</th>
<th>GSA PRICE + IFF (Year 1)</th>
<th>GSA PRICE + IFF (Year 2)</th>
<th>GSA PRICE + IFF (Year 3)</th>
<th>GSA PRICE + IFF (Year 4)</th>
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# Awarded GSA Rates

## RATES FOR PRODUCTS FOR SIN 511210

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<th>MFR NAME</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA PRICE (including IFF)</th>
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<tr>
<td>Equilibrium</td>
<td>MediaRich for SharePoint</td>
<td>Self-service Digital Asset Management and automated media processing for SharePoint. Includes 0-99 users CALS. The only seamlessly integrated digital asset management system for any SharePoint deployment. Includes metadata extraction, view-anywhere and annotate anywhere without downloads, synching, plug-ins or apps. This is the defacto standard DAM and is the basis for external publishing of content with MediaRich Server. Expansion packs include QMS Q-CHeX for adding ISO9001:2015 compliant review and approval workflows and Digimarc forensic Watermarking for tracking document security when viewed. On Premises - Call for hosted options. Requires Annual Maintenance.</td>
<td>EA</td>
<td>$11,783.88</td>
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<td>MediaRich for SharePoint</td>
<td>Corporate License</td>
<td>Self-service Digital Asset Management and automated media processing for SharePoint. Includes 100-199 user CALS. The only seamlessly integrated digital asset management system for any SharePoint deployment. Includes metadata extraction, view-anywhere and annotate anywhere without downloads, synching, plug-ins or apps. This is the defacto standard DAM and is the basis for external publishing of content with MediaRich Server. Expansion packs include QMS Q-CHeX for adding ISO9001:2015 compliant review and approval workflows and Digimarc forensic Watermarking for tracking document security when viewed. On Premises - Call for hosted options. Requires Annual Maintenance.</td>
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<td>$21,758.69</td>
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<td>207701</td>
<td>MediaRich for SharePoint Development License</td>
<td>Self-service Digital Asset Management and automated media processing for SharePoint. Includes 200 to 500 user CALS. The only seamlessly integrated digital asset management system for any SharePoint deployment. Includes metadata extraction, view-anywhere and annotate anywhere without downloads, synching, plug-ins or apps. This is the defacto standard DAM and is the basis for external publishing of content with MediaRich Server. Expansion packs include QMS Q-CHeX for adding ISO9001:2015 compliant review and approval workflows and Digimarc forensic Watermarking for tracking document security when viewed. On Premises - Call for hosted options. Requires Annual Maintenance.</td>
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<td>Enables advanced security on all assets viewable in either MediaRich Server, or MediaRich ECM for SharePoint. forensic watermarks are added to trace sources of any content being viewed. Unique watermark kit assigned from Digimarc required to be able to turn on MediaRich's capabilities.</td>
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Service Contract Labor Standards (SCLS) Matrix for Non-Professional Labor Categories

<table>
<thead>
<tr>
<th>Awarded GSA Contract Labor Categories</th>
<th>SCLS Equivalent Labor Code and Title</th>
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<tr>
<td>Deputy Right-of-Way Lead</td>
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<td>2015-4471</td>
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<tr>
<td>Right of Way Acquisition Specialist</td>
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<tr>
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The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and this contract includes SCLS applicable labor categories. Labor categories and fixed price services marked as Non-Exempt/SCLS in this pricelist are based on the U.S. Department of Labor Wage Determination Numbers identified in the SCLS/SCA matrix above. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide).
IMPORTANT: Your use and distribution of this software is subject to the terms and conditions set forth below and includes the Maintenance Terms and Conditions updated from time to time and available as part of your purchase. Your installation and use of the software indicates your acceptance of these terms and conditions.

1. License.

1.1. Grant. Subject to the terms of this Agreement, Equilibrium grants to Customer a limited, non-exclusive, non-transferable license without the right to sublicense, to install and use Equilibrium’s MediaRich CORE Platform along with one or more of the following: MediaRich Zoom & Pan and/or Merchandizer, MediaRich Server and/or MediaRich CORE, MediaRich HotFolder, MediaRich for SharePoint, MediaRich for MOS (Media Object Server protocol), or MediaRich for DAM/CMS software and optional interface kits (the “Software”), in object code or executable code format only, and the accompanying documentation (the “Documentation”) solely for Customer’s internal business use. The Software may only be used by or on behalf of Customer, at the Location(s) given for generating the License Key, on the specific server(s) given to generate the License Key, by only one designated individual employee or contractor of Customer permitted to use such server (which designation may not be changed by Customer unless Customer notifies Equilibrium in writing (including via email) and receives Equilibrium’s approval of a substitute or new permitted user for such server), for the sole purpose of Customer automating the delivery of its media (“Content”) over the Internet, and in the case of MediaRich (ECM) for SharePoint, or MediaRich for DAM/CMS customers, the license is limited to the Client Access License, defined as any named seat that has access to the software, (the “Users”) who interface and use the Software to view, save and deliver Content to an intranet location, direct to websites or Zipped and delivered via ftp or e-mail. The Software and the Documentation are referred to collectively in this Agreement as the “Licensed Materials.” Except for the rights expressly granted herein, no other rights are granted to Customer with respect to the Licensed Materials and all rights (other than those expressly granted herein), title and interest in the Licensed Materials shall at all times remain the property of Equilibrium or Equilibrium’s licensors.

1.2. Additional Restrictions on Use. Customer shall not, and shall not permit any third party or non-authorized User to: (i) modify or create any derivative work of any part of the Licensed Materials, (ii) permit any parent, subsidiaries, affiliated entities or third parties to use the Licensed Materials, (iii) process or permit to be processed the media, images or data of any other party, (iv) rent, lease or loan the Licensed Materials, or (v) use the Licensed Materials for third-party training, commercial time-sharing, extranet portal, application or hosted service provider, or service bureau use. IT IS SPECIFICALLY UNDERSTOOD THAT ANY USE CONTEMPLATED IN SECTION 1.2 ABOVE REQUIRES A SPECIAL AND/OR ADD-ON LICENSE FROM EQUILIBRIUM. Customer agrees that only Equilibrium shall have the right to maintain, enhance, or otherwise modify the Licensed Materials. Customer further agrees to comply with Section 9 of this Agreement.

1.3. No Transfers. Under no circumstances shall Customer sell, license, sublicense, publish, display, distribute, assign or otherwise transfer to a third party the Licensed Materials or any copy thereof, in whole or in part, without Equilibrium’s prior written consent. Any such transfer shall cause this agreement to immediately terminate and all rights to use the Software therein.
1.4. **Copies.** On receipt of payment of the License Fees, Equilibrium will provide one (1) copy of the Licensed Materials. Customer shall not copy the Licensed Materials except for loading the Software into computer memory for the purpose of executing the program. Customer may make one (1) copy of the Licensed Materials solely for back-up purposes, provided that such copies shall include Equilibrium’s copyright and any other proprietary notices that appear on the original copies of the Licensed Materials. Any copies of the Software or Documentation made by Customer are, and shall remain, the exclusive property of Equilibrium.

1.5. **No Reverse Engineering.** Customer shall have no rights to any source code for the Software. Customer agrees that it shall not cause or permit the disassembly, decompilation or reverse engineering of the Software or otherwise attempt to gain access to the source code to the Software. If applicable law requires access to source code for some purpose, and Customer desires access for that required purpose, Customer shall notify Equilibrium, and Equilibrium shall have the option, in its discretion, to (i) perform the work to derive any required information at Equilibrium’s usual consulting rate, or (ii) allow Customer access to source code solely for the legally required purpose.

1.6. **Reservation of Rights.** Equilibrium reserves all rights not otherwise expressly granted in this Section 1.

1.7. **Content.** The Customer shall provide and be solely responsible for the Content. As between Equilibrium and Customer, the Content will remain the property of the Customer.

2. **Payment; Taxes.**

2.1. **License Fees.** In consideration for the license granted by Equilibrium under this Agreement, Customer shall pay Equilibrium the fees in the amounts according to the agreed upon Equilibrium Price Quote which references this Agreement and/or these terms and conditions, in accordance with the payment terms thereto (the “Fees”), including but not limited to, the required annual Maintenance fees and any increases thereto per the Standard Maintenance Terms and Conditions Agreement. If a new major release of the Software becomes available to Equilibrium's other customers within ninety (90) days after the Effective Date, then Customer will be entitled to receive such new release at no additional charge. New versions of MediaRich ECM for SharePoint for different versions of SharePoint (ie. 2010 , 2013 and 2016) constitute a different products completely. Upgrades across SharePoint Versions shall require a cross-grade fee and are not included within the first 90 day period, or during any Maintenance term. Any amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. All amounts stated in this Agreement are in United States dollars.

2.2. **Taxes.** Customer shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on Equilibrium’s net income. Customer agrees to hold Equilibrium harmless from all claims and liability arising from Customer’s failure to report or pay any such taxes, duties or assessments.

2.3. **Audit Rights.** Equilibrium shall have the right, at any reasonable time or times (but not more than twice per calendar year), in case the Customer is unwilling to provide accurate User or other data, or other metrics related to the license hereunder during any true-up period, to cause a third party independent auditor of its choice to inspect and audit the books and records, and SharePoint or other User based environment of Customer that pertain to this Agreement in order to verify the
number of CPUs, servers, storage, external or internal access or Users of Customer using the Software or such other matters as relate to the accuracy and correctness of payments and purchases made by Customer under this Agreement. Each audit shall be conducted at the expense of Equilibrium, but if any such audit reveals an underpayment by Customer of five percent (5%) or more for any applicable payment period, then Customer shall promptly reimburse Equilibrium for the reasonable costs of the audit and any true-up bill based on the then-current subscription pricing for all prior and current use of the Software immediately.

3. Ownership.

Equilibrium or its licensors own and shall retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the Licensed Materials and any corrections, bug fixes, enhancements, updates or other modifications thereto, whether made by Customer, Equilibrium or any third party. Customer shall have no right to receive any such corrections, bug fixes, enhancements, updates or other modifications. Customer acknowledges that the license granted under this Agreement does not provide Customer with title to or ownership of the Licensed Materials, but only a right of limited use under the terms and conditions of this Agreement. Customer shall keep the Licensed Materials free and clear of all claims, liens and encumbrances.

4. Confidential Information.

Customer agrees that the Licensed Materials contain confidential information, including trade secrets, know-how and other information, that is the exclusive property of Equilibrium. During the period this Agreement is in effect and at all times after its termination, Customer and its employees and agents shall maintain the confidentiality of this information and shall not sell, license, sublicense, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such information concerning the Licensed Materials to persons who are not employees of Customer without Equilibrium’s prior written consent. Customer agrees that it will take appropriate action by instruction, agreement or otherwise with Customer’s employees to satisfy its obligations under this Agreement with respect to use, protection and security of Equilibrium’s confidential information. Customer agrees to immediately notify Equilibrium of the unauthorized disclosure or use of the Software or Documentation and to assist Equilibrium in remediying such unauthorized use or disclosure. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of Customer’s obligations under this Section 4 by Customer, its employees or agents. In the event of any such breach, Equilibrium shall be entitled to seek equitable relief, in addition to any other rights or remedies provided by law.

5. Disclaimer of Warranties.

For the first 60 days per the trial period above, Equilibrium provides a Warrantee that the purchased software shall operate as defined in the documented materials, thereafter, the Licensed Materials are provided “as is” with no warranty whatsoever. Equilibrium shall not have any obligation to provide any corrections or bug fixes for the Licensed Materials, although Equilibrium may choose to do so. EQUILIBRIUM AND ITS LICENSORS, IF ANY, MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED MATERIALS OR OTHER ACCOMPANYING MATERIAL OR SERVICE, AND EQUILIBRIUM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. EQUILIBRIUM DOES NOT WARRANT THAT THE OPERATION OF
THE SOFTWARE OR OTHER USE OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

6. **Infringement.**

Equilibrium shall defend or settle, at its own expense, any action against Customer to the extent based upon a claim that the Software infringes any United States patent or copyright and will pay such damages or costs as are finally awarded against Customer attributable to such claim, provided that Customer (i) notifies Equilibrium promptly in writing of any such action, (ii) gives Equilibrium sole control of the defense and/or settlement of such action, and (iii) gives Equilibrium all reasonable information and assistance (at Equilibrium’s expense excluding time spent by Customer’s employees or consultants). Should the Software become, or in the opinion of Equilibrium be likely to become, the subject of such an infringement claim, Equilibrium may, at its option (i) procure for Customer the right to use the Software free of any liability; (ii) replace or modify, in whole or in part, the Software to make it non-infringing; or (iii) remove Software, or part thereof, and refund the aggregate payments paid therefor by Customer, depreciated on a two (2) year straight line basis. Equilibrium assumes no liability hereunder for: (i) any method or process in which the Software may be used; (ii) any compliance with Customer’s specifications; (iii) use of other than a current unaltered release of the Software; or (iv) the combination, operation or use of the Software with non-Equilibrium programs or data if such infringement would have been avoided by the combination, operation or use of the Software with other programs or data. THIS SECTION 6 SETS FORTH EQUILIBRIUM’S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER’S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

7. **Limitation of Liability.**

Customer agrees that Equilibrium’s liability hereunder for damages arising from performance or nonperformance of the Software, including but not limited to liability for patent and copyright infringement, shall be as set forth above in Sections 5 and 6. IN NO EVENT SHALL EQUILIBRIUM’S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO EQUILIBRIUM HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. EQUILIBRIUM WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY. IN NO EVENT WILL EQUILIBRIUM BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF EQUILIBRIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. **Term and Termination.**

8.1. **Term.** The term of this Agreement shall commence upon the Effective Date and be in effect for a term of thirty (30) days (the “Evaluation Period”). At the expiration of the Evaluation Period, the term of this Agreement will automatically extend for an indefinite period of time, subject to Section 8.2 of this Agreement.
8.2. **Termination.** Customer shall have the right to terminate this Agreement upon expiration of the Evaluation Period, with or without cause, provided that Equilibrium receives written notice of termination within five (5) business days following the expiration of the Evaluation Period. Either party shall have the right to terminate this Agreement and the license granted herein in the event: (i) the other party fails to comply with any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days (or if during the Evaluation Period, within five (5) days) after receiving written notice of such default from the other party; or (ii) the other party terminates or suspends its business, or has wound up or liquidated, voluntarily or otherwise.

8.4. **Effect of Termination.** In the event Customer terminates this Agreement at the end of the Evaluation Period pursuant to Section 8.2, Customer shall not be obligated to pay to Equilibrium any fees under this Agreement. The rights and obligations of Equilibrium and Customer in Sections 2.1, 3, 4, 5, 7, 8 and 10 shall survive termination of this Agreement. Within five (5) days after termination of this Agreement, Customer shall return to Equilibrium or destroy, at Customer’s expense, the Licensed Materials, including all copies thereof, and deliver to Equilibrium a certification, in writing signed by an officer of Customer, that the Licensed Materials and all copies thereof have been returned or destroyed, as requested by Equilibrium, and their use discontinued. Nothing contained herein shall limit any other remedies that Equilibrium may have for the default of Customer under this Agreement nor relieve Customer of any of its obligations incurred prior to such termination.

9. **Restrictions During Evaluation Period.**

9.1. **Acknowledgement of Customer Intent.** During the Evaluation Period, Customer represents to Equilibrium that Customer (i) will install and use the Licensed Materials solely for Customer’s own internal evaluation of the Software; (ii) has a bona fide intent to evaluate the Software with a view towards extending this Agreement; (iii) will evaluate the Software in good faith; and (iv) will, upon request by Equilibrium, provide to Equilibrium the results of Customer’s evaluation of the Software.

9.2. **Restricted Access.** During the Evaluation Period, Customer will grant access to the Licensed Materials only to a limited number of Customer’s employees as is reasonable for Customer to carry out its evaluation of the Software.

10. **Miscellaneous.**

10.1. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without Equilibrium’s prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

10.2. **Entire Agreement.** This Agreement represents the entire agreement between the parties, and supersedes all prior agreements and understandings, with respect to the matters covered by this Agreement. Customer agrees that it has not entered into this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed both parties.

10.3. **Delays.** Equilibrium is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.
10.4. **Governing Law.** This Agreement shall in all respects be governed by the laws of the State of California without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within San Francisco County, California. Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts.

10.5. **Severability.** If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

10.6. **Waiver.** The waiver of a breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

10.7. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in the Purchase Order and/or Invoice or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

10.8. **U.S. Government Restricted Rights.** If this Software is being licensed by the U.S. Government, the Licensed Materials are commercial computer software and documentation developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense (“DOD”) shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

10.9. **Export Law Assurances.** Customer understands that the Licensed Materials are subject to export control restrictions, laws and regulations. Customer shall comply with all export and re-export restrictions, laws and regulations of the U.S. Commerce Department and other U.S. agencies and authorities. Without limiting the foregoing, Customer agrees not to download or transfer (or permit any person or entity to download or transfer) the Software (a) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders.

10.10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

10.11. **Press Release.** Within thirty (30) days after execution of this Agreement, Equilibrium may, without Customer’s consent, issue a press release announcing the relationship between the parties. Customer shall have the opportunity to review and approve any quote from customer prior to its release.

10.12. **Headings.** The headings are for convenience and shall not be used to construe this Agreement.