SPECIAL ITEM NO. 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FPDS CODE D302  IT Systems Development Services
FPDS CODE D306  IT Systems Analysis Services
FPDS CODE D307  Automated Information Systems Design and Integration Services
FPDS CODE D308  Programming Services
FPDS CODE D311  IT Data Conversion Services
FPDS CODE D317  Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
FPDS Code D399  Other Information Technology Services, Not Elsewhere Classified

SPECIAL ITEM NO. 541611/RC - Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that THE Multiple Award Schedule is not to be used as a means to procure services that properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services that are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

FUTREND TECHNOLOGY, INC.
8605 Westwood Center Drive
Suite 502
Vienna, Virginia   22182-2231
Telephone: 703-556-0016
Facsimile: 703-556-0199
www.futrend.com
Contract Number: GS-35F-0572S
Period Covered by Contract: 8/11/2021 to 8/10/2026, Option Period 3

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # 43, dated 8/9/2021.

Products and ordering information in this Authorized FAS Multiple Award Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing Home Page via the Internet at https://www.gsaadvantage.gov

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SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (https://www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (https://www.gsaadvantage.gov) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

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

The Geographic Scope of Contract will be domestic and overseas delivery.

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

**ORDERING ADDRESS:**
Futrend Technology, Inc.
8605 Westwood Center Drive
Suite 502
Vienna, Virginia 22182-2231

**PAYMENT ADDRESS:**
Futrend Technology, Inc.
8605 Westwood Center Drive
Suite 502
Vienna, Virginia 22182-2231

Futrend Technology, Inc. accepts credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will also be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **Telephone Number: (703) 556-0016.**

3. **LIABILITY FOR INJURY OR DAMAGE**
Futrend Technology, Inc. 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 Futrend Technology, Inc, unless such injury or damage is due to the fault or negligence of Futrend Technology, Inc.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

| Block 9: | B. Order/Modification Under Federal Schedule |
| Block 16: | Data Universal Numbering System (DUNS): **085476625** |
| Block 30: Type of Contractor: | **Small Business** |
| Block 31: Woman-Owned Small Business: | **PENDING** |
| Block 36: Contractor's Taxpayer Identification Number (TIN): | **54-2022388** |
| 4a. CAGE CODE: | **3CY87** |
| 4b. Futrend Technology, Inc. has registered with the Central Contractor Registration Database. |

5. **F.O.B: Destination**
F.O.B Destination available in continental US and District of Columbia.

6. **DELIVERY SCHEDULE**

(a) **Time Of Delivery:** Futrend Technology, Inc. shall deliver to destination within the number of calendar days after receipt of order (ARO), or as negotiated between the ordering activity and Futrend Technology, Inc.

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
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<tr>
<td>54151S</td>
<td>As negotiated between the contractor and the ordering activity</td>
</tr>
<tr>
<td>541611</td>
<td>As negotiated between the contractor and the ordering activity</td>
</tr>
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</table>

**Expedited Delivery:** As negotiated between the contractor and the ordering activity

(b) **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact Futrend Technology, Inc. for the purpose of obtaining accelerated delivery. Futrend Technology, Inc. shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Futrend Technology, Inc. in writing.) If Futrend Technology, Inc. offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:**

Prices shown are NET Prices; Basic Discounts have been deducted.

<p>| | |</p>
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<tbody>
<tr>
<td>a.</td>
<td>Prompt Payment: None</td>
</tr>
<tr>
<td>b.</td>
<td>Quantity: None</td>
</tr>
<tr>
<td>c.</td>
<td>Dollar Volume: None</td>
</tr>
<tr>
<td>d.</td>
<td>Government Educational Institutions: None</td>
</tr>
<tr>
<td>e.</td>
<td>Other: None</td>
</tr>
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8. **TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**
All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: None.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is $2,500.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

   Special Item Number 54151S - Information Technology (IT) Professional Services: $500,000
   Special Item Number 541611 - Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services: $500,000

12. USE OF FEDERAL SUPPLY SERVICE MULTIPLE AWARD SCHEDULE CONTRACTS.

   In Accordance With FAR 8.404:

   [NOTE: Special ordering procedures have been established for Special Item Number (SIN) 54151S54151S IT Professional Services; refer to the terms and conditions for this SIN.]

   Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synthesize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity’s needs.

   a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

   b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the supply or service representing the best value, the ordering activity may consider--

      (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
      (2) Trade-in considerations;
      (3) Probable life of the item selected as compared with that of a comparable item;
      (4) Warranty considerations;
      (5) Maintenance availability;
      (6) Past performance; and
      (7) Environmental and energy efficiency considerations.

   c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b,
above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

(1) Review additional Schedule Contractors' catalogs/pricelists or use the “GSA Advantage!” online shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, Futrend Technology, Inc. may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying to Futrend Technology, Inc. where the item was purchased from, the item purchased, and the amount paid. If an ordering activity-requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:
Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by Futrend Technology, Inc.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):
Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):
Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FAS-370) (NOV 2001).

(a) Security Clearances: Futrend Technology, Inc. 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: Futrend Technology, Inc. may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, Futrend Technology, Inc. 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, Futrend Technology, Inc. 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: Futrend Technology, Inc. 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, Futrend Technology, Inc. participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: Futrend Technology, Inc. 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.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See C.1.)

16. 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 https://www.gsaadvantage.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;

2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional
characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by Futrend Technology, Inc.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

   Not Applicable

Upon request of Futrend Technology, Inc, the ordering activity may provide Futrend Technology, Inc. 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 Futrend Technology Inc.’s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as “…a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor’s Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DE-INSTALLATION, 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 receive 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, de-installation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

http://www.futrend.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—

(a) A copy of the authorization from the ordering activity with whom Futrend Technology, Inc. has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from ______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

(a) Futrend Technology, Inc. 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, Futrend Technology, Inc. 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 Futrend Technology, Inc. gives written notice to the Contracting Officer, whichever period is longer.

(c) Futrend Technology, Inc. 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. Futrend Technology, Inc. shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.
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 54151S54151S Professional Services apply exclusively to IT Services within the scope of this Multiple Award Schedule.
   b. Futrend Technology, Inc. shall provide services at Futrend Technology Inc.'s facility and/or at the ordering activity location, as agreed to by Futrend Technology, Inc. and the ordering activity.

2. PERFORMANCE INCENTIVES
   a. When using a performance-based statement of work, performance incentives may be agreed upon between Futrend Technology, Inc. and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by Futrend Technology, Inc. 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 Futrend Technology, Inc. Incentives shall be based on objectively measurable tasks.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
   (G-FCI-920) (MAR 2003)
   FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

   When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

   GSA has determined that the prices for services contained in Futrend Technology Inc.’s price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

   (a) When ordering services, ordering activities shall—

   (1) Prepare a Request (Request for Quote or other communication tool):

   (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

   (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the
statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor’s experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors’ locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 54151S ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 54151S54151S. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency’s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity’s needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors’ costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of
individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

1. Inform contractors in the request (based on the ordering activity’s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

   (i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

   (ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

2. Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

3. The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

4. When the ordering activity’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

5. The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors’ quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. 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 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.

5. PERFORMANCE OF SERVICES

a. Futrend Technology, Inc. shall commence performance of services on the date agreed to by Futrend Technology, Inc. and the ordering activity.

b. Futrend Technology, Inc. agrees to render services only during normal working hours, unless otherwise agreed to by Futrend Technology, Inc. and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All IT Services performed by Futrend Technology, Inc. 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 Futrend Technology, Inc., its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving Futrend Technology, Inc., any entity into or with which Futrend Technology, Inc. subsequently merges or affiliates, or any other successor or assignee of Futrend Technology, Inc.

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 Futrend Technology, Inc. and its affiliates, may either (i) result in an unfair competitive advantage to Futrend Technology, Inc. or its affiliates or (ii) impair Futrend Technology, Inc. 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 Futrend Technology, Inc., 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

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

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

13. **RESUMES**

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

14. **INCIDENTAL SUPPORT COSTS**

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

15. **APPROVAL OF SUBCONTRACTS**

The ordering activity may require that Futrend Technology, Inc. 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 SERVICES AND PRICING**

(a) **SERVICES**

Futrend Technology, Inc. provides the following:

*Futrend Technology (Futrend)* offers web-based technology and consulting solutions to help government agencies and commercial organizations save time and money by providing integration with strategic human resources objectives.

*Futrend's Technology Consulting Services* can help you quickly realize immediate productivity and costs benefits by speedy integration of each solution into the IT enterprise.

*Futrend's* talented professionals have the expertise to develop a complete technical and program management solution for your organization that will effectively respond to the unique challenges and opportunities that you face.

System integration, implementation, web services, Oracle Financial, SAP, PeopleSoft, Java, SOA, OOD, architecture, ERP, UML, XML, J2EE, OOA, FRD, BPR, design, software development, data mapping, migration, test, functional requirement analysis, geospatial, Geo coding system, project management, program management, travel management, management consulting, training, Defense Travel System, Progress, Human Resources.

1. **PROFESSIONAL LABOR CATEGORIES DESCRIPTIONS**

**SIN 541511 Labor categories**
Business Analyst I  Commercial Labor Category

Minimum/General Experience: Three to five (3-5) years applied experience in specific area of expertise including relevant functional experience. Experience includes: support of program management, process documentation exposure to information technologies, and development of deliverables. A Business Analyst implements consulting tools to satisfy project requirements by performing benchmark analyses, financial, and statistical modeling, and interviewing clients. Other experience includes: identifying strategic synergies within project scope.

Functional Responsibility: Under direct supervision, assists in formulating and defining systems scope and objectives through research and fact-finding combined with a basic understanding of business systems and industry requirements. Includes analysis of business and user needs, documenting requirements, and revising existing system logic difficulties as necessary under direction of experienced Business System Analysts. Competent to consider most business implications of the application of technology to the current business environment.

Minimum Education: A Bachelor’s degree (BS/BA) in a recognized technical, engineering, scientific, managerial, business, or other discipline related to area of expertise.

Business Analyst II  Commercial Labor Category

Minimum/General Experience: Five to seven (5-7) years experience with three yrs of specialized experience analyzing, defining and generating system requirement specifications from business and user needs.

Functional Responsibility: Under general supervision, formulates and defines systems scope and objectives through research and fact-finding combined with an understanding of applicable business systems and industry requirements. With this knowledge, develops or modifies moderately complex information systems. Includes analysis of business and user needs, documenting requirements, and revising existing system logic difficulties as necessary. Guides and advises less experience Business Analysts. Competent to work in some phases of analysis and considers the business implications of the application of technology to the current business environment.

Minimum Education: Bachelor’s degree or equivalent technical qualification and 2-3 yrs of additional experience.

Business Analyst III  Commercial Labor Category

Minimum/General Experience: Eight to ten (8 – 10) years experience with five years of specialized experience analyzing, defining and generating system requirement specifications from business and user needs.

Functional Responsibility: This position acts as the Senior Business Analyst. Under general direction, formulates and defines systems scope and objectives based on both user needs and a good understanding of applicable business systems and industry requirements. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Includes analysis of business and user needs, documentation of requirements, and translation into proper system requirement specifications. Guides and advises less experienced Business Analysts. Competent to work at the highest technical level of most phases of systems analysis while considering the business implications of the application of technology to current and future business environment systems.

Minimum Education: Bachelor’s degree or equivalent technical qualification and 4-6 yrs of additional experience.

Sr. Software Engineer  Commercial Labor Category

Minimum/General Experience: Five years of professional experience in Computer Science, Engineering, or a related field such as Math, Statistics and a Bachelor’s degree or higher in a related major, or seven years of professional experience in a related field with a Bachelor’s degree or higher in an unrelated major.

Functional Responsibility: The Senior Software Engineer may have technical responsibility for a subsystem of the customer development effort or COTS application. Primary responsibilities include: lead the requirements analysis, conceptual design, detailed design, and implementation of a subsystem; lead the development of the system, conduct code review, manage one or more junior level software engineer; lead integration testing of programs within a subsystem; generate subsystem-level Interface Control Documents; support the development of Acceptance Test Plan and Procedures document; generate customer design review materials and present at customer design reviews.

Minimum Education: Bachelor’s Degree or higher in related major and five years of experience, or Bachelor’s Degree or higher in unrelated field and seven years of experience.
Technical Writer  Commercial Labor Category

Minimum/General Experience: Must have a Bachelor degree in English, Literature, Administration with 1-2 year professional experience or four-year degree and two years of relevant experience or a minimum of 4 years experience in this area with an unrelated two-year degree major. Gathers, analyses, and composes technical information required for preparation of user manuals, training materials, installation guides, proposals, reports etc.

Functional Responsibility: Provide technical writing support. Interface with the technical staff during system design, conversion and maintenance to document technical information in specifications, manuals, briefings and other forms of written communication. Interact with help desk support personnel, customer end users to develop user guide, help file, script etc.

Minimum Education: Requires a four-year degree; or a two-year degree and three years of relevant experience; or a four-year degree with two years of experience in the field

Systems Architect  Commercial Labor Category

Minimum/General Experience: Seven years of experience in a related field and a Master’s Degree in a related major, or ten years of experience in a related field and a Bachelor’s Degree in an unrelated major.

Functional Responsibility: A system Architect may have overall responsibility for the design and development of small to medium scale systems. Technical experience includes work in many aspects of system design and development, and encompasses both detailed and overall integration aspects of system development. In addition, a System Architect may have project management responsibility for a small to medium scale involvement. Primary responsibilities include: provide technical direction to project team members on teams of up to 10 individuals; document complicated design graphically; lead and review the technical design document; manage project schedule, plan and conduct project review meetings; perform or lead system engineering studies – system loading analyses, complete computer configuration studies, throughput analyses, formal acceptance tests of software systems, recommend “make/buy” decisions, specify hardware configurations to satisfy customer needs.

Minimum Education: A Master’s Degree in a related major and seven years of experience, or a Bachelor’s Degree in an unrelated major and 10 years of experience.

Program Manager  Commercial Labor Category

Minimum/General Experience: This position requires a minimum of twelve years of information technology experience or fifteen plus years of consulting and project management experience. The Program Manager has a broad range of information technology experience including: planning, architecture, software development, systems delivery, computer operations, and IT management. The Program Manager understands the business benefits of the IT projects for which he/she is responsible and views IT as an enabler of the overarching program. The Program Manager is comfortable overseeing multiple projects, which are parts of a single major program at the same time. He/she will have Senior Managers responsible for day-to-day project activities. Additional experience includes: communication with client and project Managers, as well as management of multiple projects; executive briefing; hiring. The Program Manager is used to addressing unstructured management problems in an efficient and effective manner.

Functional Responsibility: Manages overall program activities and is an advisor to client executives. Works through Senior Program Manager and Senior Manager to assume responsibility for overall project delivery. A Program Manager communicates regularly with the Government Contracting Office (CO) and delegated government representatives.

Minimum Education: A Bachelor’s degree (BS/BA) or higher and at least twelve years of professional work experience. Project management related training.

Task Manager  Commercial Labor Category

Minimum/General Experience: This position requires a minimum of six years experience, of which at least three years must be specialized. Specialized experience includes: preparation and analysis of work statements, development of complex project schedules and similar activities. General experience includes increasing responsibilities in general technical or management activities. Must demonstrate the ability to work independently or under only general direction.

Functional Responsibility: Coordinates the resolution of problems and ensures task order delivery. Ensures proper relationships are established between customers, teaming partners, and vendors to facilitate the delivery of services. Monitors each task and keeps the Project Manager abreast of all problems and accomplishments. Anticipates problems and works to mitigate the anticipated problems. As
a team or project leader, provides on-site direction and coordination. May serve as the technical authority for a technical area. As a staff specialist or consultant, resolves unique and unyielding systems problems using new technology. Directs Project Leaders, Lead Technicians, Systems Specialists, Engineers and other technical personnel on assigned work.

**Minimum Education:** Bachelor’s degree with five years of related experience or an equivalent combination of education and experience

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**Systems Analyst** Commercial Labor Category

**Minimum/General Experience:** Bachelor degree in computer science, information systems, engineering and 4+ years of relevant experience. High level of proficiency in specified software applications and operating environments.

**Functional Responsibility:** Consults with clients to identify requirements for applications and systems, develops detailed specifications, and develops custom software applications and systems. Ensures quality, testing, debugging, and refining of software applications. Documents outcomes and processes. Recommends appropriate hardware and software, integrates files across platforms, and performs troubleshooting. Trains clients and staff in the use of software applications and systems and provides ongoing technical support. Writes and maintains user documentation.

Develops and tracks estimates of cost and time for assigned tasks and activities. Ensures all work is performed within time and budget constraints. Supervises programming staff, assigning programming activities, guiding and reviewing work, and evaluating performance. Provides technical consulting, as required. Maintains technical knowledge by reviewing publications on current trends and developments. Recommends systems and software upgrades, as appropriate.

**Minimum Education:** Bachelor's degree in computer science or equivalent education or 8+ years of experience in the relevant field.

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**Sr. Systems Analyst** Commercial Labor Category

**Minimum/General Experience:** Bachelor degree in system, engineering, with ten (10) years of direct experience in systems analysis, including all analysis and design of business applications on complex systems for large-scale computers, data base management, use of programming languages and knowledge of current storage and retrieval methods. Must have demonstrated program deliverables and staff management experience. And advanced degree may be substituted for three years of experience.

**Functional Responsibility:** The Senior Systems Analyst serves as computer systems expert on assignments that typically involved the establishment of a framework for new automated systems where concern is with overall structure involving life cycle involvement ranging from the conduct of feasibility studies to post; implementation evaluation; from a number of possible approaches. Projections are required from inconclusive workload data, technological advances are usually untried at the scale to which application is required; integration with existing systems is required. Duties require a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to complex problems and to advise policy making officials on systems design and forecasts. Lead a team of systems analyst, technical writers, programmers and testers.

**Minimum Education:** A minimum of a Bachelor’s Degree in Computer Sciences, Systems Analysis, Information Systems, Software Engineering, Electronic Publishing, Network Administration, Communications or similar discipline; or a two year associate degree with 12 years of professional experience in the direct field.

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**Subject Matter Expert** Commercial Labor Category

**Minimum/General Experience:** 8 years of experience and is recognized for achievements and expertise in the specific industry or subject matter. General experience includes coordinating and managing the preparation of analyses, evaluations, and recommendations for programs and system specifications.

**Functional Responsibility:** Defines issues and develops plans and requirements; acts as consultant and advisor on specified subject matters; and assists in technology research and problem resolution.

**Minimum Education:** BA/BS and 8 years experience or a High School Degree and 12 years of related work experience.

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**Sr. Integration Consultant** Commercial Labor Category

**Minimum/General Experience:** Bachelor degree with four or more years of experience in a related field including system integration and supervisory or management experience
**Functional Responsibility:** This position is responsible for planning, and ensuring success in all program integration related tasks. The person in this position is accountable for ensuring integration goals and objectives are accomplished within specifications. Interacts with client management personnel. Analyzes end-user computing requirements. Assist in the designs, evaluation, building and enhancing computing delivery systems hardware and software components. Integrates delivery systems, ensures production readiness. Supports problem systems to final resolution.

**Minimum Education:** BS/BA Degree in computer science, systems, engineering or four year of professional experience in the related field with an unrelated degree or a two-year degree.

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**Lead Systems Integrator Commercial Labor Category**

**Minimum/General Experience:** Seven (7) years of technical experience with the integration of multi--vendor software and hardware components in Client/Server, LAN and WAN environments. Requires competence in all phases of software and hardware implementation, analysis techniques concepts and methods, in addition to knowledge of available features, hardware/software compatibility, network architecture and project management practices.

**Functional Responsibility:** Interacts with client, end users, technical members from the client such as developers, architects, functional members from the client such as SME to performs detailed analysis; develops and analyze alternative solutions; designs technical and business solutions; conducts feasibility studies; develops implementation plans; performs project management; performs implementation tasks; conducts testing and insures results. Develops or modifies information system applications in an integrated architecture, utilizing industry standard lifecycle methodologies governed by configuration management disciplines.

**Minimum Education:** Bachelors Degree in Computer Science, information system, network, or equivalent fields with seven years of technical experience; or a Master Degree in the above fields with fours of direct experience.

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**Sr. Software Developer Commercial Labor Category**

**Minimum/General Experience:** 6 or more years experience in complex software system development, from soliciting requirements, designing and coding software, and implementing and testing systems.

**Functional Responsibility:** Engages in full life cycle software development from requirements gathering analysis, to design and development of the application to meet functional requirements; from testing the application to application configuration management and deployment; Performs project management activities and manages personnel working one or more projects as needed. Define and direct tasks for subordinate software developers. Skilled in developing software for a variety of computer operating systems. Ensure code accurately reflects intended design and responsible for software-quality assurance. Oversees development applications, utilizes prototypes to achieve comprehensive requirements identification and efficient application implementation as well as customer satisfaction.

**Minimum Education:** A Masters Degree (or equiv.) in Engineering, Computer Science, Physics or Mathematics. A Bachelors Degree and 3 years of relevant experience may be substituted for Masters Degree.

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**Principal Integrator Commercial Labor Category**

**Minimum/General Experience:** This position requires a minimum eight years experience designing, developing and managing databases for N-Tier applications. The individual must possess experience with DBMS design and system analysis, various operating systems, data manipulation languages, industry-standard databases such as Oracle or Microsoft SQL. The general experience for this position includes designing and developing N-tier systems, managing and implementing security measures on database server and files.

**Functional Responsibility:** The Lead Integrator is responsible for designing and developing complex database systems for N-tier applications; managing the development of database projects; planning and budgeting staff and database resources; design and manage the database scripts writing, procedures, views, and triggers: and configuring and monitoring database and Server Security; reallocating resources to maximize benefits; preparing and delivering presentations on database management systems (DBMS) concepts; and providing daily supervision and direction to support staff. Other responsibilities include project management and constant communication with client's technical and network staff as well as development team.

**Minimum Education:** A Bachelor's degree in Information Technology, with certifications in one database environment and eight years of technical experience.

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**Sr. Implementation Consultant Commercial Labor Category**
**Minimum/General Experience:** Minimum 5 years experience in management consulting and implementation of technology solutions.

**Functional Responsibility:** Functions as the leader, manager, and coordinator of all contributing disciplines and resources in the completion of projects or management of the program. Interacts with customers to gather requirements and documents existing business process; conducts business process review (BPR) sessions, focus groups and lead the business process re-engineering effort; Develops documented external interfaces required for information systems being developed or modified. Communicates and acts as liaison between client and technical team; Engages in such activities as: assigning tasks; establishing and maintaining task schedules; maintaining liaison between appropriate personnel and the customer to ensure effective coordination of all projects or programs efforts; prepares and adheres to project cost and staffing plans.  

**Minimum Education:** A Bachelor's degree in Information Technology or Computer Science or related fields; or 7 years of hands on experience in system implementation with a two year degree

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**Implementation Specialist Commercial Labor Category**

**Minimum/General Experience:** Bachelor's degree in computer or related fields with a minimum 1 to 3 years experience in system implementation, modification, upgrades; or 5 years of experience in a specific field as functional expert and a two-year degree in unrelated fields.

**Functional Responsibility:** Coordinates all contributing disciplines and resources in the completion of projects or management of the program. Interacts with client to gather the requirements, document the process, conducts the process mapping under the supervision of Sr. Implementation consultant; organizes focus groups, documents meeting results and participates in meetings with clients and technical lead; Engages in such activities as: establishing and maintaining task schedules; maintaining liaison between appropriate personnel and the customer to ensure effective coordination of all projects or programs efforts; prepares and adheres to project cost and staffing plans; reports to project manager on implementation status; coordinates the user acceptance test and IV&V test and system deployment; ensures the implementation completion and appropriate technical support including help desk support; conducts or coordinates user training.

**Minimum Education:** A BS/BA degree in Information Technology; four year degree in communication, training, or other related fields with 1-3 years of experience in IT.

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**Graphics Designer Commercial Labor Category**

**Minimum/General Experience:** Minimum 1 to 3 years experience in the creation of graphics for computer system, application, web portal or web-based training products. Experienced with multiple graphic arts software tools.

**Functional Responsibility:** Responsible for designing graphical elements, per requirements document, for inclusion onto a client's website/internet application. May take direction from project manager and/or client. Develops graphical elements following guidelines set forth within the project's requirements document. Performs verification testing of graphical elements within various browser and system environments. Assures that graphic elements conform to any project-specific policy requirements, such as 508 compliance. Performs additional duties as interacting with technical team/developer/system architects to ensure the graphics accurately reflects the technical goals.

**Minimum Education:** High School Diploma or equivalent and seven (7) years of general experience. A Bachelor's degree with 1-3 years of experience

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**Project Manager Commercial Labor Category**

**Minimum/General Experience** requires 4-year degree in scientific fields or communication, political science and 3 year of experience in project management related activities such coordination of schedule, meeting, interaction with various groups of individuals, and management of multiple tasks

**Functional Responsibility** Interfaces with government management personnel, contract managers, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work quality, communicating policies, purposes, and goals of the organization to subordinates. Coordinates and facilitates meetings between client end users and functional expert and business analysts on functional requirement analysis; coordinates and facilitates communication between client technical personnel and system analyst, stakeholders, executives and management; manages project risks and dependencies; ensures the project to be completed on time and under the budget'.

**Minimum Education:** Bachelor's degree or relevant work experience required, Master's degree preferred.

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**Quality Assurance Specialist Commercial Labor Category**
Minimum/General Experience: Must have a 4-year degree or equivalent experience and a minimum of 2-4 years experience working with quality control methods and tools. Must be capable of evaluating software and associated documentation. Participates in formal and informal reviews to determine quality and, in the development of software, quality assurance plans. Develops quality standards.

Functional Responsibility: Under limited supervision, carries out procedures to ensure that all information systems products and services meet minimum company standards and end-user requirements. Thoroughly tests software to ensure proper operation and freedom from defects. Documents all problems and work with software engineer and developers to resolve them; reports progress on problem resolution to management. Devises improvements to current procedures and develops models of possible future configurations. Performs workflow analysis and recommends quality improvements. Typically reports to Quality Assurance Manager.

Minimum Education: A Bachelor's Degree in an associated discipline.

Sr. Application Developer Commercial Labor Category

Minimum Experience: This position typically requires five years of experience. This category requires a 4-year degree or equivalent experience and a minimum of 5 years of experience in this area. Personnel in this area must be capable of providing data and systems analysis, customer requirements analysis, data modeling and schema creation, software evaluation, and development of software solutions.

Functional Responsibility: Develops computer software by analyzing functional specifications and interpreting system design specifications. Develops functional block diagrams and data/logic flow charts. Codes, integrates, tests, debugs, and refines the software to produce the required product. Applies software tools to support software development, test, use and reuse, and manages their implementation. Enhances software to reduce operating time or improve efficiency. Employs accepted design techniques. Prepares program-level and user-level documentation. Assists with software configuration management.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, or other related field.

Application Developer Commercial Labor Category

Minimum Experience: This position typically requires two years of experience with a Bachelor degree in IT, computer science or other related scientific field. Must have experience in programming and coding.

Functional Responsibility: Develops computer software by following technical design document, class diagram sequence diagram, block diagrams and data/logic flow charts. Codes, tests, debugs, and refines the software to produce the required product. Applies software tools to support software development, test, use and reuse, and manages their implementation. Enhances software to reduce operating time or improve efficiency.

Minimum Education: A Bachelor's degree or equivalent in Computer Science, Information Systems, Engineering, or other related field. Or four years of experience with a two-year degree in technical field.

Sr. Web Developer Commercial Labor Category

Minimum General Experience: Must have a 4-year degree or equivalent experience and a minimum of 3 years of experience in the development of web-based/computer-based systems. Extensive knowledge of various software products for web application, including front end-users graphics interface, business logic etc. B.S. degree in Computer Science or related field or equivalent experience required.

Functional Responsibility: Conducts HTML coding, with an emphasis on manual coding, to construct web pages that will be part of a web site. Versed in using tables, frames, creating forms and linking those forms to scripts, formatting, using lists, establishing internal and external links, and incorporating graphics (including .GIF and .JPG) into a web page. Uses File Transfer Protocol (FTP) procedures. Involved in the design stage, as well as in maintaining and updating of web pages. Works in coordination with, and/or under direction from other team members to create web pages. Interact with business analyst, and possible end users to verify functional and graphical requirements.

Minimum Education: Bachelor's degree or certification, Computer Science or other technical degree, or equivalent experience.

Web Developer Commercial Labor Category

Minimum General Experience: 1-2 year's experience using HTML or an equivalent combination of education and training that provides the required knowledge, skills, and abilities. Must be able to follow direction and design document to build user interface and meet the functional requirements.
Functional Responsibility: Web Site design, layout, planning & management per customer specification
Document web design configurations according to client standards and requirements. Follow procedures for
use of web design systems and interactive programs Graphics design / conversion; Compatibility testing for all
browser configurations Digital Scanning Search Engine Registration; Assist in project quotation and status
communication to customer Provide remote support of web sites. Other duties as assigned.

Minimum Education: Bachelors degree in related field.

Management Consultant Commercial Labor Category

Minimum/General Experience: 10 years experience in various management and project management
positions. A Consulting Manager has proven expertise in various management and project management
positions with a proven record of success. Must have a thorough knowledge of management systems and
methods, and excellent communication skills.

Functional Responsibility: Provides assistance to organizations or managers to help identify and correct
management related problems. Leads management assessments and is responsible for the Report of Findings.
Provides various options with thorough analysis including technical aspects, business impact and financial
costs; Design and develop executive briefing; use graphics extensively to communicate and illustrate concepts;
conduct high level briefing;

Minimum Education: Bachelors degree in related field.

Sr. Training Specialist Commercial Labor Category

Minimum/General Experience: This category requires a 4-year degree or equivalent experience in
instructional design and a minimum of 4 years of experience in computer training, or related fields. Personnel in
this category must have experience in developing and providing IT and end user training on computer hardware
and application software.

Functional Responsibility: Conducts the research necessary to develop and revise training courses and
prepares appropriate training catalogs. Develops all instructor materials (course outline, workbooks, handouts,
completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses,
workshops, seminars, and/or computer-based/computer-aided training. Provides daily supervision and direction
to staff.

Minimum Education: A BS/BA degree in any field. A minimum of 7 years experience, of which at least four
years must be specialized. With a MS/MA degree, four years experience of which at least two years must be
specialized.

SIN 541611 Labor Categories

Class I – Senior Commercial Labor Category

Senior management personnel, normally holding an advanced degree, with a minimum of ten
(10) years experience in conducting Project Management, policy/program research, data analysis,
evaluation studies and/or providing technical assistance to clients in accounting; finance, and
management; of which at least five (5) years experience has been in a senior management position
or the administration of Policy Assessments analysis; Program Assessments; Evaluation Design
Studies And Data Collection; Accounting; Finance; Administration; Records Management; Data
Management; Information Management; Project Management; Performance Measurements;
Technical Assistance/Expertise; Data Analysis; Auxiliary/Support Services as appropriate; corporate
level management experience that reflects an ability to command organizational resources and
direct staff within the broader organization

Class II – Associate Commercial Labor Category

Associate management or technical personnel, normally holding an advanced degree, with a
minimum of five years experience in conducting Policy Assessments/Analysis; Program
Assessments; Evaluation Design Studies And Data Collection; Performance Measurements;
Technical Assistance/Expertise; Data Analysis; Auxiliary/Support Services, Project Management,
Accounting and Finance, as appropriate
Class III – Intermediate Commercial Labor Category

Intermediate technical personnel, normally holding a BS or BA degree and at least three years experience in technical activities related to Policy Assessments/Analysis; Program Assessments; Evaluation Design Studies And Data Collection; Performance Measurements; Technical Assistance/Expertise; Data Analysis; Auxiliary/Support Services, Accounting, Finance, Project Coordination, as appropriate. The individual is capable of carrying out independent assignments with minimum supervision or acting as leader of small projects. Includes specialists in computer programming, survey design, etc.

Class IV – Junior Commercial Labor Category

Junior analysts, normally holding a BS or BA degree, with three years or less experience in technical areas. Includes research assistants and junior personnel who regularly assist analysts and specialists on routine technical work, such as data collection.

Class V – Editorial Commercial Labor Category

Provide technical writing, editing, documentation support; Interface with the technical and program staff during program or system design, conversion and maintenance to document technical information in specifications, manuals, briefings and other forms of written communication; Interact with help desk support personnel, customer end users to develop user guides, help files, call center scripts, and other help desk processes and procedures; provide project related support; provide accounting and finance related support; provide support to users.

Class VI – Clerical/Administrative Commercial Labor Category

Provide clerical administrative support; process data, claims, reports, etc; communicate with end users; respond to inquiries; answer phones; manages schedules, calendars, and meeting agenda, meeting minutes; coordinate meetings, conference calls; perform data entries.

Junior Administrative Professional Commercial Labor Category

has up to 3 years experience and a BA/BS degree; responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.

Journeyman Administrative Professional Commercial Labor Category

has 3 to 10 years of experience and a BA/BS or MA/MS degree. A Journeyman labor category typically performs all functional duties independently in finance, budget, accounting, business, operations, etc.

Junior Business and Financial Operations Specialist Group 3 Commercial Labor Category

has up to 3 years experience and a BA/BS degree; responsible for assisting more senior positions and/or performing functional duties such as financial, budget accounting and business duties, under the oversight of more senior positions.

Journeyman Business and Financial Operations Specialist Group 3 Commercial Labor Category
has 3 to 10 years of experience and a BA/BS or MA/MS degree. A Journeyman labor category typically performs all functional duties independently in business, finance, budget, accounting operations.

**Journeyman Manager Group 3 Commercial Labor Category**

has 3 to 10 years of experience and a BA/BS or MA/MS degree. A Journeyman labor category typically performs all functional duties independently as a supervisor, team lead, manager.

(b) PROFESSIONAL LABOR CATEGORIES PRICING

**Hourly Rates**

The hourly rates specified below shall apply regardless of whether the services are performed by Futrend Technology, Inc. or its subcontractors, providing the individuals performing the services meet the education, experience and expertise requirements for the applicable category.
# Labor Category

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Technical Point of Contact – Yvonne Zhou (703) 556-0016  yzhou@futrend.com
Contracts Point of Contact – Yvonne Zhou (703) 556-0016  yzhou@futrend.com
Minimum Order - $25,000
# CONTRACTOR SITE RATES (SIN 541511)

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<td>24</td>
<td>Web Developer</td>
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<td>25</td>
<td>Management Consultant</td>
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<td>26</td>
<td>Sr. Training Specialist</td>
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Technical Point of Contact – Yvonne Zhou (703) 556-0016 yzhou@futrend.com
Contracts Point of Contact – Yvonne Zhou (703) 556-0016 yzhou@futrend.com
Minimum Order - $25,000
### Hourly Rates For IT Professional (SIN 541611)

#### GOVERNMENT SITE RATES

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<td>27</td>
<td>Class I - Senior</td>
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<td>$189.54</td>
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<td>$77.37</td>
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<td>$65.69</td>
<td>$68.97</td>
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<td>33</td>
<td>Junior Administrative Professional</td>
<td>$42.59</td>
<td>$44.72</td>
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<td>Journeymen Administrative Profess</td>
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<td>Journeymen Manager Group 3</td>
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</table>
USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE
Futrend Technology, 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 Ms. Yvonne Zhou, (703) 556-0016 x 223, yzhou@futrend.com, (FAX) (703) 556-0199.
BEST VALUE BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Futrend Technology, Inc.) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ____________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity ___________________________ Date ___________ Futrend Technology, Inc. ___________________________ Date ___________
BPA NUMBER_____________

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) ____________, Blanket Purchase Agreements, Futrend Technology, Inc. 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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/_PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
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<tbody>
<tr>
<td>_________________________</td>
<td>___________________________</td>
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<tr>
<td>_________________________</td>
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</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
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</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>___________________________</td>
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<tr>
<td>_________________________</td>
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</tbody>
</table>

(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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________</td>
<td>___________________</td>
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<td>_______________</td>
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</tbody>
</table>

(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 Futrend Technology Inc.’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 an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer’s requirement.
- Customers make a best value selection.