

201-947-1158

1/31/08

TO: IRV Faunce

FR: Quang Le

IRV,

Nice speaking w/ you again today.  
Hope to see you next week. Really  
excited to work together.

Best regards,

Quang



## FINANCIAL MANAGEMENT SERVICES, INC.

## CONTRACTOR AGREEMENT

**SECTION 1.0 - PURPOSE** - The purpose of this proposal is to define consulting services to be provided to Eyak Tek.

**SECTION 2.0 - SERVICES TO BE PROVIDED** - The following are examples of consulting services that may be provided, as requested by Eyak Tek, for the period of performance defined in SECTION 2.0 below.

1. Identify business opportunities for Eyak Tek products and services to meet Federal Government systems and service requirements.
2. Review Eyak Tek product and service plans for marketing the Federal Government and provide assistance in developing relationships with Federal Government managers who can assist in accomplishing Eyak Tek goals and objectives.
3. Assist Eyak Tek in development of strategic marketing plans, such as, identifying conferences participation opportunities, assist in the development of marketing materials, and presenting Eyak Tek's capabilities, etc.
4. Contact Federal Government personnel identified by Eyak Tek and/or FMSI to present Eyak Tek's product and service capabilities and assist with defining agency requirements that can be fulfilled by Eyak Tek
5. Assist Eyak Tek in the identification of teaming partners and other technical resources that can support system development and outsourcing engagements.
6. Assist Eyak Tek in the identification of acquisition opportunities that meet Eyak Tek's business requirements to be identified.
7. Assist Eyak Tek with the development of proposals in response to Federal Agency solicitations.
8. Assist Eyak Tek in arranging meetings with identified Federal Government Department and Agency officials.

**SECTION 3.0 - PERIOD OF PERFORMANCE & STAFFING** - The financial management services identified in SECTION 2.0 above will be provided for a twelve month period, beginning on October 1, 2007 and ending September 30, 2008. At the discretion of Eyak Tek, the period of performance may be either terminated immediately, at the end of any monthly period in accordance with SECTION 5.0 below or extended upon negotiation of services to be provided and related fees.

The following FMSI staff will provide the services identified in SECTION 2.0 above to Eyak Tek's:

1. Irvin E. Faunce, Jr., (Retainer) Former Deputy Commissioner, Financial Management Service, Department of the Treasury. A Resume for Mr. Faunce is included in the FMSI Resume webpage located at: <http://www.fmsi.net/AdvisoryCommittee/AdvisoryCommittee/Resumes/Alternative/IrvinFaunce.htm>
2. FMSI Advisory Committee, (Labor Hours) As required by Eyak Tek and identified in the FMSI Advisory Committee webpage located at: <http://www.fmsi.net/AdvisoryCommittee/AdvisoryCommittee/AdvisoryCommittee-002.htm>

**SECTION 4.0 - LEVEL OF EFFORT** - The level of effort for the services identified in SECTION 2.0 above will be "as defined" by Eyak Tek. Irvin E. Faunce Jr. will act as point of contact during the period of performance. He will approve all work to be performed, deliverables to be provided, contract modifications or changes, and assignment of additional personnel, as may be required of Financial Management Services, Inc hereunder.

**SECTION 5.0 - PRICING** - This is a fixed price retainer contract for the services of the individuals identified in SECTION 3.0. A monthly fixed price retainer contract, in the amount of \$5,000, is applicable to the services of Mr. Irvin E. Faunce, Jr. At the end of the period of performance identified in SECTION 3.0, the retainer services may be extended, upon negotiation, for an additional period of performance or terminated. In addition, FMSI Advisory Committee staff as identified in SECTION 3.0, when approved and assigned tasks by Eyak Tek, will be compensated at an hourly rate of \$200 per hour. Base hourly labor rates for Advisory Committee staff will be applied for a minimum of 4-hour periods. Advisory Committee services will be limited to the number of hours requested in writing by Mr. Quang Le, Eyak Tek's, President and CFO, and for the period of performance also identified.

Local travel, i.e., within the Washington, DC metropolitan area (approximately within the Washington Capital Beltway), is included in the labor rates and retainer amounts. Out-of-town travel, i.e., per diem and transportation costs, will be paid in accordance with current Federal Government and/or Eyak Tek travel policies. Other out-of-town travel costs, e.g., conference & training fees, if acquired by FMSI, will be paid, as approved in advance, by Mr. Quang Le. A 10% General and Administrative service fee may be added to out-of-town travel costs incurred by FMSI, subject to prior written approval by Mr. Quang Le. Eyak Tek, at their option,



Financial Management Services, Inc.

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may acquire all out-of-town travel services, i.e., transportation, lodgings, conference & training fees, etc., in lieu of reimbursement to FMSI of such costs and G&A service fees.

*\$30,000*

The total value of this proposal will not exceed ~~\$60,000.00~~ for the retainer for the twelve-month period of performance identified in SECTION 3.0 and *may be terminated immediately at the end of any monthly period.* Advisory Committee labor rate services, plus Out-of-Town travel expenses will be reimbursed based upon expense reports submitted and approved by Mr. Quang Le.

**SECTION 6.0 - PAYMENT TERMS** - Payment will be made monthly upon submission of an invoice for the monthly retainer amount, and any Advisory Committee hourly services. Any other expenses, i.e., travel, conferences, training, etc., will be paid, upon submission of certified expense reports identifying expenses incurred. Payment will be made to Financial Management Services, Inc. for all consulting services and other expenses provided for under this proposal.

DATE: September 28, 2007

APPROVED: *Irvin E. Faunce, Jr.*

Irvin E. Faunce, Jr.  
Financial Management Services, Inc.

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Eyak Tek

