AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SERVICES

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software

SIN 132-32 - TERM SOFTWARE LICENSES
SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
- Large Scale Computers
  - Application Software
  - Utility Software
- Microcomputers
  - Application Software
  - Utility Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

NewTech Infosystems, Inc.
9999 Muirlands Blvd.,
Irvine, Orange County, CA 92618
Tel: 949-421-0720
Fax: 949-421-0750
www.ntius.com

Contract Number: **GS-35F-0522U**
Period Covered by Contract: July 30, 2008 through July 29, 2013
General Services Administration
Federal Supply Service

Pricelist current through Refresh #21 and Modification _____ dated __ April 2008.

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

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INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES:
Small Business Participation

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

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) 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 micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

[ ] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[**X**] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited

2. CONTRACTOR'S ORDERING ADDRESS:

NewTech Infosystems, Inc.
9999 Murilands Blvd.
Irvine, CA 92618
Tel: 949-421-0720
Fax: 949-421-0750

Contractor's Payment Address:
ATTN: Accounts Payable
NewTech Infosystems, Inc.
9999 Murilands Blvd.
Irvine, CA 92618
Tel: 949-421-0720
Fax: 949-421-0748

Contractors are required to accept the credit card for payments equal to or less that the micro-purchase threshold for oral or written delivery orders. Credit cards **will** 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: **949-421-0720**
FAX: **949-421-0750**

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Ordering activity personnel or damage to Ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): **942145327**
Block 30: Type of Contractor: **B. Other Small Business**
Block 31: Woman-Owned Small Business: **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **954556737**

4a. CAGE CODE: 4MFG4

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **Time of Delivery:** The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

Items or Groups of Items (SIN or Nomenclature)	Delivery Time (Days ARO)
132-32	30 Days ARO
132-33	30 Days ARO
132-34	30 Days ARO

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

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

a. Prompt Payment: None
b. Quantity: See Attached Proposed Pricing
c. Dollar Volume: None
d. Educational Institutions: Educational Institutions are offered the same discounts as all other Government customers.
e. Other: None

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: Not Applicable.

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is $100.00.

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

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

Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

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

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

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

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

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

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require ordering activity 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 activity, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the ordering activity's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the ordering activity's order.

(i) Government-Furnished Property: As specified by the ordering activity's order, the Ordering activities may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Ordering activities' 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 Ordering activities' 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 Ordering activity 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 paragraph (1) 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:

(a) Manufacturer
(b) Manufacturer's Part Number; and
(c) Product category(ies).

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

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

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

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

(1) Time of delivery/installation quotations for individual orders;

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

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

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

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not Applicable.

Upon request of the contractor, the Ordering activity may provide the contractor with logistics support, as available, in accordance with all applicable Ordering activity regulations. Such Ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

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

23. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

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

(b) The following statement:

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

24. INSURANCE-WORK ON A ORDERING ACTIVITY INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Ordering activity's interest shall not be effective—

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

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Ordering activity installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent

organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSECOMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

NewTech Infosystems, Inc. ("NTI") warrants for a period of thirty (30) days from the date of delivery that, under normal use and without unauthorized modification, the program performs in substantial compliance with the User Manual; that, under normal use, the media upon which the software is distributed is substantially free from significant defects in materials and workmanship. Warranty claims must be made in writing during the Warranty Period and within seven (7) days of the observation of the defect, accompanied by evidence satisfactory to NTI. If NTI is unable to correct it within ninety (90) days of the date you report the defect, you may return the software and accompanying materials to NTI distributor from which they were purchased (if not purchased directly from NTI) and shall be shipped by the returning party with freight and insurance paid.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 949-421-0712 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9AM PST to 6PM PST, Monday through Friday, except for public holidays.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

1. Bug, defect and fault notification by the Contractor; 2. Bug resolutions, error correction, and defect work-outs; 3. All new releases, versions, updates, upgrades, corrections, fixes, modifications, customizations and improvements to the software made or owned by the Contractor; 4. Access to qualified and skilled personnel of the Contractor with expertise in the software between the Technical Services time in Section 3 above, Monday through Friday, except US public holidays, which personnel will respond to inquiries and resolve problems in respect to the software.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal **to 65%** of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of **Sixty (60)** months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. - Right-to-copy pricing shall be based on the same volume pricing.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

NewTech Infosystems, 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: Ray Wu, 949-421-0720, ext. 211, raywu@ntius.com**

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

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

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

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

Orders under a Team Arrangement are subject to terms and conditions 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.

NewTech Infosystems, Inc.

Authorized GSA Pricing

For

SINs 132-32 Term License Software, 132-33 Perpetual License Software and 132-34 Maintenance of Software

Product Number	Description	Quantity	GSA Price	Country of Origin	SIN
	Perpetual License				
4300-05-ADV	BackupNOW 5 Advance Perpetual License	1-4	$85.63	US	132-33
		5-9	$75.55	US	132-33
		10-24	$69.51	US	132-33
		25-49	$65.48	US	132-33
		50-99	$59.44	US	132-33
		100-249	$53.39	US	132-33
		250-499	$49.36	US	132-33
		500-1K	$44.33	US	132-33
4300-05-STD	BackupNOW 5 Standard Perpetual License	1-4	$42.81	US	132-33
		5-9	$37.77	US	132-33
		10-24	$34.75	US	132-33
		25-49	$32.74	US	132-33
		50-99	$29.72	US	132-33
		100-249	$26.69	US	132-33
		250-499	$24.68	US	132-33
		500-1K	$22.16	US	132-33
4300-05-IMG	BackupNOW 5 Image Perpetual License	1-4	$59.94	US	132-33
		5-9	$52.89	US	132-33
		10-24	$48.66	US	132-33
		25-49	$45.83	US	132-33
		50-99	$41.60	US	132-33
		100-249	$37.37	US	132-33
		250-499	$34.55	US	132-33
		500-1K	$31.03	US	132-33
4300-05-SDW	BackupNOW 5 Shadow Perpetual License	1-4	$59.94	US	132-33
		5-9	$52.89	US	132-33
		10-24	$48.66	US	132-33
		25-49	$45.83	US	132-33
		50-99	$41.60	US	132-33
		100-249	$37.37	US	132-33
		250-499	$34.55	US	132-33
		500-1K	$31.03	US	132-33
3506	Dragon Burn 4 Perpetual License	1-4	$34.25	US	132-33
		5-9	$30.22	US	132-33

Product Number	Description	Quantity	GSA Price	Country of Origin	SIN
		10-24	$27.80	US	132-33
		25-49	$26.19	US	132-33
		50-99	$23.77	US	132-33
		100-249	$21.35	US	132-33
		250-499	$19.74	US	132-33
		500-1K	$17.73	US	132-33
7101	Shadow 3 Perpetual License	1-4	$25.68	US	132-33
		5-9	$22.66	US	132-33
		10-24	$20.85	US	132-33
		25-49	$19.64	US	132-33
		50-99	$17.83	US	132-33
		100-249	$16.01	US	132-33
		250-499	$14.81	US	132-33
		500-1K	$13.29	US	132-33
1100	Ninja 2 Perpetual License	1-4	$21.40	US	132-33
		5-9	$18.88	US	132-33
		10-24	$17.37	US	132-33
		25-49	$16.37	US	132-33
		50-99	$14.85	US	132-33
		100-249	$13.34	US	132-33
		250-499	$12.34	US	132-33
		500-1K	$11.08	US	132-33
3100	Media Maker 8 Perpetual License	1-4	$68.50	US	132-33
		5-9	$60.44	US	132-33
		10-24	$55.61	US	132-33
		25-49	$52.38	US	132-33
		50-99	$47.55	US	132-33
		100-249	$42.71	US	132-33
		250-499	$39.49	US	132-33
		500-1K	$35.46	US	132-33
2100	Dragon Suite Perpetual License	1-4	$68.50	US	132-33
		5-9	$60.44	US	132-33
		10-24	$55.61	US	132-33
		25-49	$52.38	US	132-33
		50-99	$47.55	US	132-33
		100-249	$42.71	US	132-33
		250-499	$39.49	US	132-33
		500-1K	$35.46	US	132-33
9100	Dragon Flix 1 Perpetual License	1-4	$34.25	US	132-33
		5-9	$30.22	US	132-33
		10-24	$27.80	US	132-33

Product Number	Description	Quantity	GSA Price	Country of Origin	SIN
		25-49	$26.19	US	132-33
		50-99	$23.77	US	132-33
		100-249	$21.35	US	132-33
		250-499	$19.74	US	132-33
		500-1K	$17.73	US	132-33
2200	Dragon Disc 2 Perpetual License	1-4	$17.12	US	132-33
		5-9	$15.10	US	132-33
		10-24	$13.90	US	132-33
		25-49	$13.09	US	132-33
		50-99	$11.88	US	132-33
		100-249	$10.67	US	132-33
		250-499	$9.87	US	132-33
		500-1K	$8.86	US	132-33
8100	Ripper 2 Suite Perpetual License	1-4	$25.68	US	132-33
		5-9	$22.66	US	132-33
		10-24	$20.85	US	132-33
		25-49	$19.64	US	132-33
		50-99	$17.83	US	132-33
		100-249	$16.01	US	132-33
		250-499	$14.81	US	132-33
		500-1K	$13.29	US	132-33
0200	JewelCase Maker 5 Perpetual License	1-4	$25.68	US	132-33
		5-9	$22.66	US	132-33
		10-24	$20.85	US	132-33
		25-49	$19.64	US	132-33
		50-99	$17.83	US	132-33
		100-249	$16.01	US	132-33
		250-499	$14.81	US	132-33
		500-1K	$13.29	US	132-33
0100	FileCD 3 Perpetual License	1-4	$8.56	US	132-33
		5-9	$7.55	US	132-33
		10-24	$6.94	US	132-33
		25-49	$6.54	US	132-33
		50-99	$5.94	US	132-33
		100-249	$5.33	US	132-33
		250-499	$4.93	US	132-33
		500-1K	$4.43	US	132-33
	Term License - annual fee (38% of Perpetual License Fee)				
BN5-ATL	BackupNOW 5 Advance Term License	1-4	$32.54	US	132-32
		5-9	$28.71	US	132-32
		10-24	$26.41	US	132-32

Product Number	Description	Quantity	GSA Price	Country of Origin	SIN
		25-49	$24.88	US	132-32
		50-99	$22.59	US	132-32
		100-249	$20.29	US	132-32
		250-499	$18.76	US	132-32
		500-1K	$16.84	US	132-32
BN5-STL	BackupNOW 5 Standard Term License	1-4	$16.27	US	132-32
		5-9	$14.35	US	132-32
		10-24	$13.21	US	132-32
		25-49	$12.44	US	132-32
		50-99	$11.29	US	132-32
		100-249	$10.14	US	132-32
		250-499	$9.38	US	132-32
		500-1K	$8.42	US	132-32
BN5-ITL	BackupNOW 5 Image Term License	1-4	$22.78	US	132-32
		5-9	$20.10	US	132-32
		10-24	$18.49	US	132-32
		25-49	$17.42	US	132-32
		50-99	$15.81	US	132-32
		100-249	$14.20	US	132-32
		250-499	$13.13	US	132-32
		500-1K	$11.79	US	132-32
BN5-SHTL	BackupNOW 5 Shadow Term License	1-4	$22.78	US	132-32
		5-9	$20.10	US	132-32
		10-24	$18.49	US	132-32
		25-49	$17.42	US	132-32
		50-99	$15.81	US	132-32
		100-249	$14.20	US	132-32
		250-499	$13.13	US	132-32
		500-1K	$11.79	US	132-32
DB4-TL	Dragon Burn 4 Term License	1-4	$13.01	US	132-32
		5-9	$11.48	US	132-32
		10-24	$10.56	US	132-32
		25-49	$9.95	US	132-32
		50-99	$9.03	US	132-32
		100-249	$8.11	US	132-32
		250-499	$7.50	US	132-32
		500-1K	$6.74	US	132-32
S3-TL	Shadow 3 Term License	1-4	$9.76	US	132-32
		5-9	$8.61	US	132-32
		10-24	$7.92	US	132-32
		25-49	$7.46	US	132-32
		50-99	$6.77	US	132-32

Product Number	Description	Quantity	GSA Price	Country of Origin	SIN
		100-249	$6.09	US	132-32
		250-499	$5.63	US	132-32
		500-1K	$5.05	US	132-32
N2-TL	Ninja 2 Term License	1-4	$8.13	US	132-32
		5-9	$7.18	US	132-32
		10-24	$6.60	US	132-32
		25-49	$6.22	US	132-32
		50-99	$5.64	US	132-32
		100-249	$5.07	US	132-32
		250-499	$4.69	US	132-32
		500-1K	$4.21	US	132-32
MM8-TL	Media Maker 8 Term License	1-4	$26.03	US	132-32
		5-9	$22.97	US	132-32
		10-24	$21.13	US	132-32
		25-49	$19.91	US	132-32
		50-99	$18.07	US	132-32
		100-249	$16.23	US	132-32
		250-499	$15.01	US	132-32
		500-1K	$13.47	US	132-32
DS-TL	Dragon Suite Term License	1-4	$26.03	US	132-32
		5-9	$22.97	US	132-32
		10-24	$21.13	US	132-32
		25-49	$19.91	US	132-32
		50-99	$18.07	US	132-32
		100-249	$16.23	US	132-32
		250-499	$15.01	US	132-32
		500-1K	$13.47	US	132-32
DF1-TL	Dragon Flix 1 Term License	1-4	$13.01	US	132-32
		5-9	$11.48	US	132-32
		10-24	$10.56	US	132-32
		25-49	$9.95	US	132-32
		50-99	$9.03	US	132-32
		100-249	$8.11	US	132-32
		250-499	$7.50	US	132-32
		500-1K	$6.74	US	132-32
DD2-TL	Dragon Disc 2 Term License	1-4	$6.51	US	132-32
		5-9	$5.74	US	132-32
		10-24	$5.28	US	132-32
		25-49	$4.97	US	132-32
		50-99	$4.52	US	132-32
		100-249	$4.06	US	132-32
		250-499	$3.75	US	132-32

Product Number	Description	Quantity	GSA Price	Country of Origin	SIN
		500-1K	$3.37	US	132-32
R2-STL	Ripper 2 Suite Term License	1-4	$9.76	US	132-32
		5-9	$8.61	US	132-32
		10-24	$7.92	US	132-32
		25-49	$7.46	US	132-32
		50-99	$6.77	US	132-32
		100-249	$6.09	US	132-32
		250-499	$5.63	US	132-32
		500-1K	$5.05	US	132-32
JCM5-TL	JeweCase Maker 5 Term License	1-4	$9.76	US	132-32
		5-9	$8.61	US	132-32
		10-24	$7.92	US	132-32
		25-49	$7.46	US	132-32
		50-99	$6.77	US	132-32
		100-249	$6.09	US	132-32
		250-499	$5.63	US	132-32
		500-1K	$5.05	US	132-32
FCD3-TL	FileCD 3 Term License	1-4	$3.25	US	132-32
		5-9	$2.87	US	132-32
		10-24	$2.64	US	132-32
		25-49	$2.49	US	132-32
		50-99	$2.26	US	132-32
		100-249	$2.03	US	132-32
		250-499	$1.87	US	132-32
		500-1K	$1.68	US	132-32

Maintenance fee per year = 20% of perpetual license fee