

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

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



<b>SCHEDULE NUMBER</b>	<b>70/MAS</b>	
<b>SCHEDULE NAME</b>	<b>GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES</b>	
<b>SIN(s):</b>	<b>33411</b>	<b>PURCHASE OF EQUIPMENT</b>
<b>FSC CLASS</b>	7010 -	SYSTEM CONFIGURATION
	7025 -	INPUT/OUTPUT AND STORAGE DEVICES
	7042 -	MINI AND MICRO COMPUTER CONTROL DEVICES
	7050 -	ADP COMPONENTS
	5995 -	CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT
	6015 -	FIBER OPTIC CABLES
	6145 -	WIRE AND CABLE, ELECTRICAL
	5810 -	COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENT
<b>SIN(s):</b>	<b>811212</b>	<b>MAINTENANCE OF EQUIPMENT, REPAIR SERVICE AND REPAIR PARTS/SPARE</b>
<b>FPDS CODES</b>	J070 -	MAINTENANCE AND REPAIR SERVICE
<b>SIN(s):</b>	<b>511210</b>	<b>TERM SOFTWARE LICENSES</b>
<b>FSC CLASS</b>	7030 -	INFORMATION TECHNOLOGY SOFTWARE
<b>SIN(s):</b>	<b>54151</b>	<b>MAINTENANCE OF SOFTWARE</b>

**CONTRACT NUMBER:** **GS-35F-0503X**

**CONTRACT PERIOD:** JULY 15, 2011 TO JULY 14, 2021  
*Price List is current through modification #PO-0109 effective Dec. 17<sup>th</sup>, 2020*

**CONTRACTOR:** **Better Direct, LLC**  
2425 E. University Drive  
Tempe, AZ 85281

**POINT OF CONTACT:** Mark S. Evans  
E-mail: [mark@betterdirect.com](mailto:mark@betterdirect.com)  
Tel: 480-921-3858  
Fax: 336-458-2636  
Web: [www.betterdirect.com](http://www.betterdirect.com)

**Business Size:** Small

**Better Direct is a Certified Service-Disabled Veteran Owned Small Business located in a HUBZone.**

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The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	Description
33411	Purchase of Equipment
811212	Maintenance, Repair Service and Repair Parts/Spare Parts
511210	Term & Perpetual Software Licenses
54151	Maintenance as a Service

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN	Part Number	Description	GSA Price
33411	436007-B21	HPE 200 GB Logical Size Setting configuration option	\$0.01
811212	4ZK0N88795	SERVICES STONEWARE LSDIST3U-DCPS	\$0.49
511210	NA-5R9C-0170	IPSWITCH WUG DIST REM FO MGR 750 UPG TO PREM 750	\$0.01
54151**	NA-75RV-0170	IPSWITCH NTWK TRAFFIC ANALY 1 SVCAGR UPTO 2YR SVC	\$0.01

2. Maximum order: **\$500,000.**
3. Minimum order: **\$100.**
4. **Geographic coverage (delivery area):** Domestic delivery within the 48 Contiguous United 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 (SIN 33411, SIN 811212, SIN 511210, SIN 54151).**

5. Points of production: **See Pricelist**
6. Discount from list prices or statement of net price: **Prices offered on the GSA pricelist are Net prices.**
7. Quantity discounts: **None**
8. Prompt payment terms: **Payment terms are NET 30**
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: **Yes**

- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:  
**Yes**
10. Foreign items: **All items are TAA compliant, contact Contractor for Country of specific item.**
- 11a. Time of delivery: **5 Days ARO if in stock or as mutually agreed.**
- 11b. Expedited delivery: **Contact Contractor for availability and price**
- 11c. Overnight and 2-day delivery: **Contact Contractor for availability and price**
- 11d. Urgent Requirements: **Consult with Contractor**
12. F.O.B. point(s): **Destination for Continental United States (CONUS) and FOB Origin to Port of Embarkation for Outside the Continental United States (OCONUS).**
- 13a. Ordering address: **Better Direct, 2425 E. University Drive, Tempe, AZ 85281**
- 13b. Ordering procedures: **For supplies and services, the ordering procedures, information on blanket purchase agreements (BPA's), and a sample BPA can be found at the GSA/FSS schedule homepage ([www.fss.gsa.gov/schedules](http://www.fss.gsa.gov/schedules)).**
14. Payment address: **Better Direct, P.O. Box 7430, Tempe, AZ 85281**
15. Warranty provision: **Manufacturer's Standard Warranty**
16. Export packing charges: **Not Applicable**
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):  
**Accepted**
18. Terms and conditions of rental, maintenance, and repair (if applicable): **Not Applicable**
19. Terms and conditions of installation (if applicable): **Not Applicable**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): **Not Applicable**
- 20a. Terms and conditions for any other services (if applicable): **Not Applicable**
21. List of service and distribution points (if applicable): **Not Applicable**
22. List of participating dealers (if applicable): **Not Applicable**
23. Preventive maintenance (if applicable): **Not Applicable**
- 24a. Special attributes such as environment attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): **Not Applicable**

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).
25. Data Universal Number System (DUNS) number: **782773209**
26. Notification regarding registration in Central Contractor Registration (CCR) database. **Better Direct is registered in the System for Award Management (SAM) database (formerly CCR). Cage Code : 4JN18**

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT  
(SPECIAL ITEM NUMBER 33411)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

**FOB DESTINATION.** Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule. **All products are self-installable.**
- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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, deinstallation, and reinstallation services under SIN 33411.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance 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 item, unless the change is due to the defect in the item.

## 6. WARRANTY

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

### *Manufacturer's Standard Warranty*

- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**Better Direct, LLC.**  
**2425 E. University Drive**  
**Tempe, AZ 85281**

## 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## 8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## 9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/  
SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/  
WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/  
WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**Better Direct, LLC.**  
**2425 E. University Drive**  
**Tempe, AZ 85281**

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be a consideration by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a for a lesser time frame, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. 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.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### 3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### 4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### 5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

### 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

### 7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

### 8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

None

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e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below:

Quantity Range	Discounts
<u>0</u> Units	<u>None</u> %
<u>          </u> Units	<u>          </u> %
<u>          </u> Units	<u>          </u> %

**9. REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen

or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed below shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service requested during Regular Hours, but are performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After-Hours repair service rates listed below shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed below shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$150	\$75	\$112	\$150
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$190	\$95	\$142	\$190
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$1800	\$225	\$337	\$500

\*MINIMUM CHARGES INCLUDE \_2\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated March 1, 2015, at a discount of 0 % from such listed prices.

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS****a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of **48 hours**.

**b. REPAIR PARTS/SPARE PARTS**

All parts furnished either as spares or repairs parts will be guaranteed/warranted for a period of **each applicable manufacturer's warranty program**.

**12. INVOICES AND PAYMENTS****a. Maintenance Service**

(1) 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.**

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

**b. Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**TERMS AND CONDITIONS APPLICABLE TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL 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 post acceptance 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. 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.

*Manufacturer’s Standard Warranty*

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.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (480) 921-3858 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 AM to 4 PM, M-F, Mountain Standard Time.

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type):

\_\_\_\_\_ 1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate via telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- 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.

#### **6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 154151)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser 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.

#### **7. 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 (10) 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 0 % of all term license payments during the period that the software was under a term license within the ordering activity.

#### **8. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* 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.

***\*\*Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment\*\****

- 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 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS - (SIN 33411, SIN 511210, AND SIN 54151)

- 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 using 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.

**10. SOFTWARE CONVERSIONS - (SIN 511210)**

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, 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, 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.

**11. 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.

**12. RIGHT-TO-COPY PRICING**

None

## RETURN POLICY

If you are unhappy with a product you purchased from Better Direct, we want to make it right. You may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees, as set forth in detail below.

**Eligible Returns:** Unless otherwise stated in this policy, products are eligible for return if you obtain a Return Merchandise Agreement (“RMA”) number from Better Direct within the applicable return period set forth in this Return Policy. Please see “How to Return a Product” below for further details.

**Non-Returnable Products:** Better Direct cannot accept the following items for return, except as otherwise provided below:

- Special Order Items
- Consumable and Medical Supplies
- Opened Non-defective Hardware/IT Items
- Non-stock Close-out Merchandise or Discontinued Items
- Memory Products (e.g. RAM)
- Virtual Software Licenses

**Restocking Fee:** All returns are subject to a 15% restocking fee, unless the product is defective, damaged during shipment or incorrect.

**Defective Products:** Products that are defective will be authorized for return or replacement within 30 days of purchase and are not subject to a restocking fee. Better Direct will provide, at no cost to you, either a return shipping label or a call tag when you contact us to obtain an RMA number.

**Damaged Product:** Products that are damaged during shipment **MUST** be reported to Better Direct within 14 calendar days of purchase and are not subject to a restocking fee. Better Direct will provide, at no cost to you, either a return shipping label or a call tag when you contact us to obtain an RMA number.

**Incorrect Product Delivered by Better Direct:** Products shipped incorrectly by Better Direct **MUST** be reported to Better Direct within 14 calendar days of purchase and are not subject to a restocking fee. Better Direct will provide, at no cost to you, either a return shipping label or a call tag when you contact us to obtain an RMA number.

**Incorrect Item Ordered by Customer:** If you ordered the incorrect product and require an RMA, you **MUST** report to Better Direct within 14 calendar days of shipment received and are subject to a 15% restocking fee. Better Direct will provide the return address for shipping label, but you are subject to pay all shipping/freight costs.

**How to Return a Product:** Before returning a product, you **MUST** first contact a Better Direct customer service representative to obtain a Return Merchandise Agreement number before the end of the applicable return period. Customer service representatives are available by phone at: (480) 921-3858, (866) 921-3858, or email at: [info@betterdirect.com](mailto:info@betterdirect.com).

NOTE: Better Direct cannot accept returns that do not have a valid RMA number. An RMA number is valid for on average of 10 calendar days from the date of issue. Once the RMA is approved, product must be received within on average of 10 calendar days.

Products must be returned in their original packaging, in new condition, along with any documentation or other items included in the original shipment. Except as otherwise provided in this return policy, products must be shipped at your expense and you must either insure the shipment or accept the risk of loss or damage during shipment.

**APO/FPO/OCONUS addresses:** Better Direct will honor return requests for orders shipped to APO/FPO/OCONUS addresses. However, Better Direct is unable to offer call tags for defective, damaged during shipment, or incorrect product

returns to APO/FPO/OCONUS addresses. As with all returns, APO/FPO/OCONUS returns must include an RMA number (see above for details).

**Return Address:** A return shipping address will be provided when you contact Better Direct to obtain an RMA number.

**Refunds:** Refunds on returns are in the form of original payment. Once the item is received and processed, a refund will be issued. After the return has been processed, credit card refunds generally take about 2-4 business days to appear on credit card statements.