

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY 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 132-12)

1. Service Areas

- a. The maintenance and repair service rates listed herein are applicable to any Government location within a 50 mile radius of CCL's service points. If any additional charge is to apply because of the greater distance from CCL's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the Government installation site, the repair services will be performed at CCL's plant(s) listed below:

To be determined.

2. Maintenance Order

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. CCL 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 CCL as prescribed by this paragraph, the order shall be considered to be confirmed by CCL.
- b. CCL shall honor orders for maintenance for the duration of the contract period or a lesser period of time, 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 Government on thirty (30) calendar days written notice, or shorter notice when agreed to by CCL; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Government may extend the original discontinuance date upon written notice to CCL, 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 office's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering office 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 offices should notify CCL 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 office agrees, in advance, that additional repair personnel are required to effect repairs.

4. Loss or Damage

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

5. Scope

- a. CCL shall provide maintenance for all equipment listed herein, as requested by the Government agency 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 CCL, without charge to the Government.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by CCL, if the equipment was under CCL's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under CCL's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. Responsibilities of the Government

- a. Government 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 CCL.
- b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

7. Responsibilities of CCL

For equipment not covered by a maintenance contract or warranty, CCL's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. Maintenance Rate Provisions

- a. CCL 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 Government.

- b. Regular Hours

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

- c. After Hours

Should the Government 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 Government location and CCL's service area, the charge will be:

None.

- e. Quantity Discounts

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a Government agency are indicated below:

Not Applicable

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 actually engaged in work, and, when applicable, the charge for travel or transportation.

- b. MULTIPLE MACHINES. When repairs are ordered by a Government agency 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 Government, provided the time consumed in going between machines (or buildings) is reasonable.

- c. Travel or Transportation

- (1) At CCL's shop

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

- (b) The Government should not return defective equipment to CCL for adjustments and repairs or replacement without his prior consultation and instruction.

(2) At the government location (within established service areas)

When equipment is repaired at the Government location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government 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 Government office; such overhead is included in the repair service rates listed.

(3) At the government location (outside established service areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \$.31 per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at CCL's shop.

(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 Government per diem rate for each night the repairman is required to remain overnight at the Government location), the Government shall have the option of reimbursing CCL for actual costs, provided that the actual costs are reasonable and allowable. CCL shall furnish the Government 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 herein shall entitle the Government to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of CCL.

(2) After hours

When the Government requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the Government location, the After Hours repair service rates listed herein 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 CCL.

(3) Sundays and holidays

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

REPAIR SERVICE RATES

<u>LOCATION</u>	<u>MINIMUM CHARGE*</u>	<u>REGULAR HOURS PER HOUR**</u>	<u>AFTER HOURS PER HOUR**</u>	<u>SUNDAYS AND HOLIDAYS PER HOUR</u>
CONTRACTOR'S SHOP	<u>\$490</u>	<u>\$195</u>	<u>\$195</u>	<u>\$195</u>
GOVERNMENT LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	<u>\$490</u>	<u>\$195</u>	<u>\$195</u>	<u>\$195</u>
GOVERNMENT LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	<u>\$490</u>	<u>\$195</u>	<u>\$195</u>	<u>\$195</u>

* 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.

11. Guarantee/Warranty - Repair Service and Repair Parts/Spare Parts

a. Repair Service

All repair work will be guaranteed/warranted for a period of 90 days.

b. Repair Parts/Spare Parts

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days.

12. Invoices and Payments

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by CCL 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 CCL 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 Government 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.

CCL SERVICE AREAS

A CCL Service Area includes a 50-mile radius from the following primary service locations:

City	State	City	State
Birmingham	Alabama	East Brunswick	New Jersey
Huntsville	Alabama	Ridgefield Park	New Jersey
Phoenix	Arizona	Albany	New York
Los Angeles	California	Buffalo	New York
Orange County	California	Garden City	New York
San Diego	California	Ithaca/Syracuse	New York
San Ramon	California	Manhattan (NYC)	New York
Denver	Colorado	White Plains	New York
Hartford	Connecticut	Charlotte	North Carolina
Washington	DC	Raleigh	North Carolina
Jacksonville	Florida	Cincinnati	Ohio
Miami	Florida	Cleveland	Ohio
Orlando	Florida	Columbus	Ohio
Tampa	Florida	Dayton	Ohio
Atlanta	Georgia	Oklahoma City	Oklahoma
Bloomington	Illinois	Portland	Oregon
Chicago	Illinois	Mechanicsburg	Pennsylvania
Peoria	Illinois	Philadelphia	Pennsylvania
Rockford	Illinois	Columbia	South Carolina
Rosemont	Illinois	Greenville	South Carolina
Springfield	Illinois	Sioux Falls	South Dakota
Bloomington	Indiana	Memphis	Tennessee
Ft. Wayne	Indiana	Nashville	Tennessee
Indianapolis	Indiana	Austin	Texas
Des Moines	Iowa	Dallas	Texas
Kansas City	Kansas	Fort Worth	Texas
Topeka	Kansas	Houston	Texas
Wichita	Kansas	San Antonio	Texas
Baltimore	Maryland	Salt Lake City	Utah
Bethesda	Maryland	Richmond	Virginia
Boston	Massachusetts	Bellevue	Washington
Detroit	Michigan	Olympia	Washington
Grand Rapids	Michigan	Salem	Washington
Jackson	Michigan	Seattle	Washington
Saginaw	Michigan	Vancouver	Washington
Minneapolis	Minnesota	Clarksburg	West Virginia
Jackson	Mississippi	Martinsburg	West Virginia
St. Louis	Missouri	Green Bay	Wisconsin
Omaha	Nebraska	Madison	Wisconsin
Albuquerque	New Mexico	Marshfield	Wisconsin
		Milwaukee	Wisconsin