



CHAPTER 4 TABLE OF CONTENTS

CHAPTER 4. SPECIAL ITEM 811212: MAINTENANCE AND REPAIR.....1

TERMS AND CONDITIONS.....1

SERVICE AREAS1

 Responsibilities2

MAINTENANCE ORDER.....2



CHAPTER 4. SPECIAL ITEM 811212: MAINTENANCE AND REPAIR

TERMS AND CONDITIONS

Note: Terms and Conditions applicable to IBM Hardware Maintenance include:

- Chapter 4 IBM Client Relationship Agreement for Services
- Chapter 4 IBM Technical Services Agreement (TSA)

During the contract period, International Business Machines Corporation (IBM) will provide for maintenance, repair parts, service for the machines and equipment listed in this Price List for entities authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.XX, as may be revised from time to time. Maintenance service and repair parts will be provided to the Government for equipment installed within the United States, the District of Columbia, Puerto Rico. On a case-by-case basis, IBM will perform Maintenance Services to overseas U.S. Government locations which are in support of national or mutual defense operations (including U.S. Embassies), and to locations which support the national interest of the United States.

IBM confirms clause 52.222-48, Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment-Contractor Certification applies to the services performed under this SIN for IBM products.

Whenever the Government requires that service to be provided at a domestic location by persons with security clearances, the Government shall state that requirement in each order issued. IBM may, at its option, reject any such orders by written notice to the ordering office within 60 days of receipt. If a DD Form 254, DOD Contract Security Classification Specification is required for security purposes, Section 6.a of the DD Form 254 should show the same IBM address as on the delivery order for maintenance coverage.

SERVICE AREAS

a. The maintenance service rates listed herein are applicable to any ordering activity location within a __ (See IBM Clarification below) __ (**insert miles**) 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 stated in paragraphs 8.d and 9.d of this Special Item Number 811212.

IBM's standard maintenance pricing applies regardless of the ordering activity's domestic location, except for service levels that require enhanced response time (i.e. 2-hour).

b. When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) as designated by IBM.



IBM has a variety of facilities that support the maintenance and repair of equipment. Should the repair of equipment require the machine or part be returned to IBM, IBM will provide specific shipping information to the customer at the time the service call is placed to 1-800-IBM-SERV.

RESPONSIBILITIES

For equipment not covered by a maintenance contract or warranty, IBM offers Per call repair service. This service offering is outside the scope of this GSA Schedule. A service call may be placed by calling 1-800-IBM-SERV.

IBM may engage subcontractors to provide or assist in providing Services, in which case IBM remains fully responsible for the fulfillment of its obligations as documented in the complete agreement between the parties which includes IBM's warranty provisions.

MAINTENANCE ORDER

Agencies may use written orders or credit card orders for ordering maintenance under this contract. An order shall be considered accepted unless otherwise notified by IBM.

Hardware maintenance and/or service repair and/or maintenance shall be authorized by IBM

All parts furnished in connection with the repair and/or maintenance of equipment shall be parts authorized by IBM.