**Service Contract Checklist**

The following general terms should be considered when reviewing a contract for services and/or an agreement for the maintenance of equipment:

* **Services Definition**: Ensure that the agreement identifies the services with specificity. The agreement should very clearly state what services will be provided, and what equipment will be maintained under the agreement.
* **Payments**: Ensure that the vendor is paid as they perform under the contract and not paid full value in advance prior to performance of services.Tie payments to milestones or benchmarks such as inspections, delivery of services, installation of equipment, acceptance of the equipment, and/or expiration of the warranty period. The College should also avoid annual payments of agreed upon support fees for extended periods in advance. Quarterly payments are preferred.
* Ensure that billable charges in excess of contractual amounts are specified. (for example, parts, overtime labor charges)
* Avoid contracts that automatically renew for additional periods of time without notice from vendor
* **Functionality:** The agreement should define how the equipment will function, and tie support/maintenance services to this level of functionality. Reference to equipment manuals for the definition of functionality usually suffices.
* **Maintenance Service Availability**:
* The agreement should define when the vendor will be available to respond to service calls (ie: 24/7, 9-5 EST Monday-Friday, etc.).
* The agreement should state how quickly the vendor will respond to service calls.
* The agreement should state what type of response the vendor will provide to service calls (for example, help-desk phone support, e-mail support, remote access to computer systems, on-site support).
* Frequently, an agreement will define how critical a problem is (ie: basic questions, moderate error, critical error), and base its response time and mode of response on how critical or fatal the problem is. For instance, routine questions might warrant a phone call or e-mail support within a day or so, while situations where equipment is non-functional might warrant someone from the vendor coming on-site to diagnose and fix the problem within a few hours.
* **Warranties:**
* The vendor should represent and warrant that they will perform the services in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge and judgment normally practiced in the applicable industry.
* The vendor should warrant that it will provide services within the applicable response times, and if the vendor fails to respond within such timeframes, the College should be entitled to a credit against future service/maintenance payments.
* **Indemnification:** If the vendor's personnel will provide services on the College's campus, the vendor should indemnify and hold harmless the College against negligent or willful conduct by the vendor’s personnel while on the campus.
* **Confidentiality:** The vendor must protect the College's confidential information.

**End**