

1 d. Damage caused by user neglect. Under these conditions, repair cost is the user's
2 responsibility.

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4 e. In the case of lost data, the Contractor will restore the data at no charge, if the
5 customer was not at fault.

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7 (4) Prompt repair service will be provided by the Vendor upon telephone request from a
8 Member, Committee, Staff or House employee. No order shall be issued for repair of House
9 owned equipment. Contractor must contact Office Systems Management for approval before
10 servicing any equipment if the estimated cost of repair is equal to or greater than sixty (60)
11 percent of the equipment replacement cost.

12
13 b. Washington Response Time

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15 (1) Contractor's maintenance and service personnel shall be required to (a) commence work
16 under this contract, upon notification of service problem for equipment owned by the House,
17 within a maximum of four (4) normal business hours, except for delays arising from causes
18 beyond the control and without the fault or negligence of the Contractor, and (b) restore the
19 equipment to full operational status within two business days.

20
21 (2) If the Contractor fails to deliver the parts or perform the services to restore the equipment
22 to full operational status within two business days by repair or providing replacement/loaner
23 equipment to the office, the Contractor shall, in place of actual damages, pay to the House as
24 fixed, agreed, and liquidated damages, for each business day of delay the sum of the rate
25 charge of the item divided by 30 and multiplied by the number of days the equipment was not
26 operational. This liquidated damage charge may be a credit issued by the vendor on the
27 invoice submitted to the House for payment. After notifying the customer that they are entitled
28 to have their equipment up to full operational status within two business days, Contractor may
29 request and customer may agree to an extension.

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31 c. Nationwide Service and/or Support for District Offices Response Time

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33 (1) Contractor may provide nationwide service and/or support. If the Contractor subcontracts
34 to a secondary Vendor/Contractor to provide this service, it remains the Contractor's
35 responsibility to bill the House at the contract rate. The subcontractor will not invoice, contact
36 the customer receiving service, or the House regarding payment. All terms and conditions of
37 the contract which apply to the Contractor shall also apply to the subcontractor.

38
39 (2) District Office response time is a maximum of eight (8) business hours, except for delays
40 arising from causes beyond the control and without the fault or negligence of the Contractor,
41 and restore the equipment to full operational status within two business days. Contractor, if
42 contracted to support the District Office, must provide within the first hour of the eight (8) hour
43 maximum functional response time a telephone call back to the district office having the service
44 problem requiring coordination on matters with equipment compatibility between District
45 Office vendors and Washington Office vendors. If the Contractor can not resolve the problem
46 over the phone, a technician must arrive on site within the eight (8) hours of the original
47 service notification.

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49 (3) If the Contractor fails to deliver the supplies or perform the services to restore the
50 equipment to full operational status within two business days by repair or providing
51 replacement/loaner equipment to the office, the Contractor shall, in place of actual damages,
52 pay to the House as fixed, agreed, and liquidated damages, for each business day of delay the
53 sum of the rate charge of the item divided by 30 and multiplied by the number of days the
54 equipment was not operational. This liquidated damage charge may be a credit issued by the
55 vendor on the invoice submitted to the House for payment. After notifying the customer that