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2 d. Nationwide Service and/or Support for District Offices Response Time
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4 (1) Contractor may provide nationwide service and/or support. If the Contractor subcontracts
5 to provide this service, it remains the Contractor's responsibility to bill the House at the
6 contract rate. The subcontractor will not invoice, contact the customer receiving service or the
7 House regarding payment. All terms and conditions of the contract which apply to the
8 Contractor shall also apply to the subcontractor.
9

10 (2) District Office response time is a maximum of four (4) business hours, except for delays
11 arising from causes beyond the control and without the fault or negligence of the Contractor.
12 The Systems Integrator/Contractor shall restore the equipment to full operational status within
13 two business days. Systems Integrators, if contracted to support a District Office, must provide
14 within the first hour of the four (4) hour maximum functional response time, a telephone call
15 back to the District Office for problems requiring coordination on matters concerning
16 equipment compatibility between District Office vendors and Washington Office vendors. The
17 Systems Integrator/Contractor will determine within the four (4) hour maximum functional
18 response time if on-site diagnosis is required to resolve the service problem, in which case a
19 technician must arrive on-site within eight (8) business hours from such determination. If the
20 "minimum hours of support" plan is exercised, a Systems Integrator may charge at the contract
21 rate for a minimum of four (4) hours on-site service when a technician is required at the
22 District Office.
23

24 (3) If the Contractor fails to deliver the supplies or perform the services to restore the
25 equipment to full operational status within two business days by repair or providing
26 replacement/loaner equipment to the office, the Contractor shall, in place of actual damages,
27 pay to the House as fixed, agreed, and liquidated damages, for each business day of delay, the
28 sum of the rate charge of the item divided by 30 and multiplied by the number of days the
29 equipment was not operational. This liquidated damage charge may be a credit issued by the
30 vendor on the invoice submitted to the House for payment. After notifying the customer that
31 they are entitled to have their equipment up to full operational status within two business days,
32 Contractor may request and customer may agree to an extension. Software not on the
33 Contractor's supported software list (other than a CMS package) is not subject to this two day
34 operational status requirement. The Contractor's supported software list is to be included with
35 the service plans attached to this contract. In the absence of such a list, all software is
36 considered to be subject to the two day operational status requirement.
37

38 e. Warranty
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40 (1) All warranty rights applicable to House owned equipment shall apply and pass through to
41 any House designated representative acting on its behalf to service and maintain equipment.
42

43 (2) Warranty period shall begin on the official installation date as identified on the installation
44 notice provided to the House, Office Systems Management. Warranties must be on site unless
45 otherwise specified.
46

47 (3) For equipment which has not been covered under a maintenance work contract since the
48 end of its warranty period, the Vendor shall inspect equipment to determine if it is in good
49 operating condition. If repair is required to bring the equipment up to good operating
50 condition, the repair cost, if any, will be billed to the House according to the Vendor's
51 published repair rates. Commencement date for maintenance of equipment will begin on date
52 of inspection and verification that equipment is in good operating condition.
53

54 f. Technical Support Hours on Minimum Number of Hours of Monthly Support Plan (if
55 exercised). Technical support will be tracked in 15 minute increments. A minimum monthly