

## Attachment 8

## Required Service Levels

The following are the General and Lot Specific Service Level Requirements the Contractor is required to meet during the Contract. Failure to meet the Requirements below shall result in the Authorized User submitting a Contractor Deficiency Report to the Office of General Services. This list is intended to set out sample infractions and is not inclusive of all contractual requirements.

### General Service Level Requirements

1. The Contractor is required to recommend quality Candidate options in response to the titles requested by Authorized Users. The Contractor shall only propose Candidates who meet the requirements set forth in “**ATTACHMENT NO. 1 – Job Descriptions**”. Contractor shall verify that each Candidate recommended possesses the minimum qualifications for the job title. The Contractor shall also be responsible for ensuring that each Candidate possesses all the required licenses and certifications associated with each job title (e.g., a lawyer must have a license to practice law). Unless a special request for additional Candidate criteria is made by an Authorized User, Contractor must provide a Candidate that meets the Authorized User’s requirements within the first five suggested. If a Contractor is unable to provide one qualified Candidate out of five suggestions within two days of the request, the Authorized User will consider the request unfulfilled and make the same request of the Secondary Contractor in accordance with the Procurement Instructions. The Contractor shall maintain a Master File for each Candidate including: resume, qualifications, certifications, licenses, and any previous background checks completed for the Candidate. The Master File shall be kept in electronic format (i.e., scanned documents). The Contractor shall provide a Candidate’s Master File when suggesting them for consideration of a role.
2. The Contractor shall provide appropriate background checks as detailed in “**ATTACHMENT 2 - Background Check Requirements**”. The Contractor shall pre-screen Candidates as defined in the respective job descriptions for all positions requested. Failure to do so will result in a Contractor Deficiency Report.
3. Late Arrival Payment Reductions – Lateness is defined as late arrival to the scheduled engagement that does not result in the cancellation of the event. Employees must arrive 15 minutes prior to the scheduled event and any time after is considered a late arrival. An Authorized User shall not pay for any time for the period the Employee was late from the total period scheduled. More than three late arrivals in a one month period by the same Employee may result in removal from a position based on the discretion of the Authorized User. In addition, more than seven late arrivals by multiple employees from a single Contractor provided to a single Authorized User may be considered a failure to meet the Required Service Level and may result in a Contractor Deficiency Report.
4. The Contractor is obligated to submit accurate and complete bills. If the Contractor bills for services not specified in the Scope or Services, or at rates greater than those specified in the Contract, an Authorized User shall submit a Contractor Deficiency Report. If a Contractor offers prompt payment discounts, Contractor shall include the terms of the discount on all invoices, the amounts which are due if the Authorized User meets the terms, and the date for which the prompt payment discount(s) expire.

5. The Contractor is obligated to submit accurate, complete and timely Contract Usage Reports in accordance with the Contract. The failure to submit accurate, complete and timely Contract Usage Reports to Authorized Users or OGS will result in a Contractor Deficiency Report.
6. The Contractor shall be available to accept orders between the hours of 9:00 a.m. and 5:00 p.m. seven days a week. Failure to do so will result in a result in a Contractor Deficiency Report. Additional hours for accepting orders are at the discretion of the Contractor.

## **Lot Specific Service Level Requirements**

### **LOT 2 - Hearing Reporters**

7. A Hearing Reporter shall be at the scheduled proceeding, session, or meeting a minimum of ten (10) minutes prior to start time, and expected to stay until told they are able to leave. More than three latenesses or early departures in a one month period by the same Hearing Reporter from the same Contractor provided to the same Authorized User may result in that Hearing Reporter being disqualified from serving that Authorized User. More than seven latenesses or early departures in a one month period by Hearing Reporters from the same Contractor provided to the same Authorized User will result in a Contractor Deficiency Report.
8. More than fifteen (15) percent of transcripts returned late in any calendar month for a specific Authorized User: The Authorized User may arrange to have transcription work completed by another vendor and the Contractor shall be liable for costs incurred over Contract costs as noted in Paragraph 63 of Appendix B – Remedies for Breach. This is considered an example of poor service will result in a Contractor Deficiency Report.

### **LOT 3 - Transcription Service**

9. More than fifteen (15) percent of transcripts returned late in any calendar month for a specific Authorized User: The Authorized User may arrange to have transcription work completed by another vendor and the Contractor shall be liable for costs incurred over Contract costs as noted in Paragraph 63 of Appendix B – Remedies for Breach. More than fifteen (15) percent of transcripts returned late in any calendar month is considered poor service will result in a Contractor Deficiency Report.
10. A Contractor is obligated to provide a transcription services in a professional manner. Absent extenuating circumstances, the Contractor and Authorized User agree that no more than one out of every ten transcriptions should have repeated reports of inaudible sections. If more than one out of ten transcriptions have repeated reports of inaudible section, such Authorized User shall submit a Contractor Deficiency Report.

### **LOT 6 - Translation Services**

11. Contractor shall recommend qualified interpreter(s) for any and all languages requested by the Authorized User within a one week time frame. Failure to do so more than twice in a month shall count as a service level failure and will result in a Contractor Deficiency Report.
12. Late Arrival – Lateness is defined as late arrival to the scheduled interpretation that does not result in the cancellation of the event. For Consecutive and Simultaneous Interpretation, interpreters must arrive 15 minutes prior to the scheduled translation event and any time after is considered a late arrival. For Over the Phone Interpretation, interpreters must be present on the

line at the start of the scheduled appointment and any time after is considered a late arrival. An Authorized User shall not pay for any time for the period the Interpreter was late from the total period scheduled. More than three late arrivals in a one month period by the same interpreter may result in that interpreter being disqualified from the centralized Contracts serving the State. A Contractor whose employees are consistently late may be terminated from the Contract for poor performance. More than seven late arrivals in a one month period by interpreters from the same Contractor for the same Authorized User shall result in a Contractor Deficiency Report.

13. Late Arrival that results in the cancellation of the event – Some projects require interpretation as a critical step in serving the project's mission. For these projects the late arrival of an interpreter may result in the cancellation of the event. An Authorized User is required to notify the Contractor if late arrival of an interpreter will result in the cancellation of the event and with the duration of lateness that results in service cancellation. Such notice shall be in writing to the Contractor with a copy to the purchasing officer for this Contract. That notification results in higher penalties for late arrivals which cause an event cancellation. Late arrivals which force the event being interpreted to be cancelled are not acceptable. Two or more occurrences of late arrivals resulting in cancellation for the same Authorized User shall result in a Contractor Deficiency Report.

## CONSEQUENCES OF CONTRACTOR NON-COMPLIANCE WITH REQUIRED SERVICE LEVELS

The tiered structure of this Contract is maintained through enforcement of the Required Service Levels. Deficient or non-compliant service levels will result in a Contractor Deficiency Report. The receipt of three (3) Contractor Deficiency Reports within a specified time period shall result in a review of the Contractor's status by OGS as set forth below. A determination of consistently poor service will result in change of the Contractor's status level and replacement by the next qualified Contractor. The details are:

- When a service level is not met, the Authorized User shall alert OGS to the deficiency or non-compliance using the Contractor Deficiency Report, where it will be recorded centrally. The Authorized User shall also provide a copy of the Contractor Deficiency Report to the Contractor.
- Upon the receipt of three Contractor Deficiency Reports from Authorized Users within the first quarter (i.e., three month period) of the Contract, or within any twelve month period after that, OGS will conduct a Contractor Status Review.
- The Contractor Status Review includes a discussion with the Contractor regarding the specific incidents as recorded in the Contractor Deficiency Reports, and may result in the development of an improvement and monitoring plan by OGS.
- The length of time which the Contractor has to correct the service issues shall depend on the severity of the deficiencies or non-compliance. OGS reserve the right to determine the amount of time the Contractor shall receive to correct such matters, with input from the Authorized User(s).
- After the designated period of time, OGS shall review the Contractor's improvement according to the plan developed and a determination of Contract Status Level shall be made.
- Failure to adequately meet the Required Service Levels as outlined in the improvement plan shall result in the reduction of the Contractor's status. Status Reduction shall be on a per lot, per region basis. Issues that span across multiple regions and/or lots shall result in status reduction of all applicable regions and lots. In the case of Contractor Status Reduction, Contractor status shall be adjusted per the following procedures:
  - Status Reduction of Primary Contractor shall mean:
    - Primary Contractor becomes Tertiary Contractor;
    - Secondary Contractor becomes Primary Contractor;
    - Tertiary Contractor becomes Secondary Contractor.
  - Status Reduction of Secondary Contractor shall mean:
    - Secondary Contractor becomes Tertiary Contractor;
    - Tertiary Contractor becomes Secondary Contractor;
    - Primary Contractor maintains status.
- The submission of a Contractor Deficiency Report is not limited to a failure by the Contractor to meet the Required Service Levels as stated in this Attachment. At the discretion of the Authorized User, a Contractor Deficiency Report may be submitted at any time the Authorized User identifies a Contractor performance issue or other non-compliance with contractual requirements.