

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 may 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 an Authorized User. The Contractor shall only propose Candidates who meet the requirements set forth in “**Attachment 1 - Job Descriptions, Qualifications & Requirements**”. 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. If the Secondary 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 Tertiary 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 shall 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 may 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 may result in a result in a Contractor Deficiency Report. Additional hours for accepting orders are at the discretion of the Contractor.

Replacement Candidates

7. For job titles in Lots 1, 4, 5, 7, 8, 9 and 10, the Contractor must propose a replacement Candidate within two (2) workdays of request from an Authorized User. For job titles in Lots 2, 6 and 11, the Contractor must propose a replacement Candidate within one (1) workday of request from an Authorized User. The Authorized User may review Contractor's selection process and/or Candidate resumes. A background check must be run on the replacement Candidate before they begin working. However, at the discretion of the Authorized User, the replacement Candidate may begin work before the background check is completed as long as the Authorized User provides the Contractor with a waiver in writing. The Authorized User has the right to reduce the length of the work assignment and the Contractor shall be provided as much notice as is reasonably possible. A minimum of 24 hours' notice will be given, except when reduction is due directly to acts of God, wars, acts of public enemies, strikes, fire or flood, or similar causes beyond the control of the Authorized User.

Lot Specific Service Level Requirements

LOT 2 - Hearing Reporters

8. 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 may result in a Contractor Deficiency Report.
9. If more than fifteen (15) percent of transcripts are 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 having returned the transcripts late 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 and may result in a Contractor Deficiency Report.

LOT 3 - Transcription Service

10. If more than fifteen (15) percent of transcripts are 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 having returned the transcripts late 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 and may result in a Contractor Deficiency Report.

11. A Contractor is obligated to provide 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 sections, such Authorized User may submit a Contractor Deficiency Report.

LOT 6 - Translation Services

12. 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 may result in a Contractor Deficiency Report.
13. 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 performing future services for the Authorized User under this Contract. More than seven late arrivals in a one month period by interpreters from the same Contractor for the same Authorized User may result in a Contractor Deficiency Report.
14. 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. Two or more occurrences of late arrivals resulting in cancellation for the same Authorized User may result in a Contractor Deficiency Report.

CONTRACTOR DEFICIENCY REPORT PROCESS

1. Contractor Deficiency Reports (CDR) shall be addressed by OGS as set forth below.
2. In addition to the issues identified in the Required Service Levels above that allow an Authorized User to submit a CDR, an Authorized User may submit a CDR at any time the Authorized User identifies a Contractor performance issue or other non-compliance with contractual requirements.
3. The receipt of three (3) CDR from Authorized Users within the first quarter (i.e., three month period) of the contract or within any twelve month period after that commencing on the first day of the fourth quarter of the Contract shall result in a review of the Contractor's status by OGS as set forth herein.
4. When a Required Service Level is not met or an Authorized User identifies a performance issue or other non-compliance with contract requirements by a Contractor, the Authorized User(s) may file a CDR with the Chief Procurement Officer (CPO) or designee (Contract Administrator). The Authorized User shall simultaneously provide a copy of the CDR to the Contractor. A CDR shall be filed within thirty (30) business days from the date the Authorized User alleges the Required Service Level or the performance issue or other non-compliance with contractual requirements occurred.
5. Upon the receipt of three CDRs from Authorized Users within the time period in Paragraph 3 above, OGS shall provide written notice to the Contractor that three CDRs have been filed against the Contractor and that OGS will be commencing a Contractor Status Review. The notice shall include copies of the three CDRs forming the basis of the Contractor Status Review. The Contractor Status Review may at OGS's discretion include a discussion with the Contractor and the Authorized User(s) who submitted the CDRs regarding the specific incidents as recorded in the CDRs. The time and manner of these meetings shall be at OGS's discretion. A determination of consistently poor service or a failure to adequately meet the Required Service Levels may result in the reduction of the Contractor's status.

CDRs shall be filed with PSG at the following address:

New York State Office of General Services
Director, Procurement Services Group
38th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
Facsimile: (518) 486-6099

6. The Office of General Services (OGS) will consider all information relevant to the CDRs. OGS shall either:
 - a. Issue a decision as to the Contractor Status Review and, if applicable, any resulting Contractor Status Reduction; or
 - b. Issue an Improvement and Monitoring Plan ("Plan") for the Contractor to correct the service issues identified in the CDRs action prior to issuance of a Contractor Status Review decision.

The Plan shall set forth, among other things, the following;

1. the actions Contractor is required to take to address the issues identified in the CDRs;
2. the level of documentation Contractor shall provide to OGS as to Contractor's compliance with the Plan;

3. a timeline for the Contractor to complete the actions required in the Plan to address the issues identified in the CDR and for submission of the required documentation.

At the end of the time period specified in the Plan OGS shall review the Contractor's actions and documentation submitted according to the Plan. OGS may, at its discretion, consult with the Authorized User(s) who filed the CDRs regarding the documentation submitted by the Contractor. Following its review of Contractor's compliance with the Plan OGS shall issue a decision as to whether there is a reduction in the Contractor's Contract Status Level. OGS shall provide the Contractor and the Authorized Users with a copy of the decision.

7. Contractor Status Reduction:

- a. Contractor Status Reduction shall be on a per lot, per region basis based on the CDRs. 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:

1. Contractor Status Reduction of Primary Contractor shall mean:

- i. Primary Contractor becomes Tertiary Contractor;
- ii. Secondary Contractor becomes Primary Contractor;
- iii. Tertiary Contractor becomes Secondary Contractor.

2. Contractor Status Reduction of Secondary Contractor shall mean:

- i. Secondary Contractor becomes Tertiary Contractor;
- ii. Tertiary Contractor becomes Secondary Contractor;
- iii. Primary Contractor maintains status.

- b. Contractor Status Reduction shall not affect the status of Employees except as provided in the General Service Level Requirements above, and provided further, that in addition to any other rights under the Contract, in the event of a Contract Status Reduction the Authorized User(s) having filed the CDR(s) shall have the discretion to remove any Employee who was the subject of a CDR(s) and seek a replacement from the Contractor that becomes the Primary Contractor as result of the Contract Status Reduction.

8. During the Contractor Status Review, Contractor retains its status as "Primary", "Secondary" or "Tertiary" Contractor" and all associated rights under the Contract. Provided, however, OGS reserves the right to issue a Suspension Notice under Appendix B ¶59 based on the severity of the CDRs as to the ability of the Contractor to receive new orders or perform any work under the Contract until the conclusion of the Contractor Status Review. During the suspension period, the Contractor would not be eligible to receive new orders. The issuance of a Suspension Notice shall not affect any other rights either OGS or an Authorized User has under the Contract.

9. The Office of General Services reserves the right to waive or extend the time requirements for decisions and final determination on appeals herein prescribed when, in its sole judgment, circumstances so warrant.

10. Notice of Decision: A copy of the decision, stating the reason(s) upon which it is based and informing the Contractor of the right to appeal an unfavorable decision to the Chief Procurement Officer shall be sent to the Contractor or its agent and the Authorized Users that submitted the CDRs by regular mail within thirty (30) business days of the notice advising the Contractor of the Contract Status Review.

11. Appeals. Should the Contractor be dissatisfied with the Contract Status Review determination, a written appeal may be directed to:

chief Procurement Officer
New York State Office of General Services
Procurement Services Group
38th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
Facsimile: (518) 486-9166

Written notice of appeal of a determination regarding a Contract Status Review must be received at the above address no more than ten (10) business days after the date the decision is received by the Contractor. The decision of the Director of PSG shall be a final and conclusive agency determination unless appealed to the Chief Procurement Officer within such time period.

The Chief Procurement Officer shall hear and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within twenty (20) business days of receipt of the appeal.

An appeal of the decision of the Director of PSG shall not include new facts and information unless requested in writing by the Chief Procurement Officer.

12. The CDR Process is in addition to and does not impair or limit any other rights a Contractor or an Authorized User has under the Contract. Nothing contained herein is intended to limit or impair the rights of any Contractor to seek and pursue remedies of law through the judicial process.