

ATTACHMENT J-4A
Service Level Method

1. General Provisions

- a) The Contractor shall measure and report on all of the Service Levels Standards (SLS), identified in Attachment **J-4B**, *Service Level Matrix*.
- b) The Contractor shall measure Service Levels on a periodic basis (as specified by the Service Level ‘measurement window’ in Attachment **J-4C**, *Service Level Surveillance Plan*) and report the Service Levels in accordance with DRD MA-004, *Service Level Metrics Report*.
- c) The Contractor shall provide the raw data and detailed supporting information referenced in Section 1(b) above, to be accessible to the Contracting Officer Representative (COR) online and in real time (or as soon as such information is available to Contractor) at all times during the Term of the Agreement.
- d) The Maximum Performance Fee for Service Level Standard 1.0 with respect to each six month period is 40% of the established Performance Fee rate. The Maximum Performance Fee for Service Level Standards 2.0 through 3.0 with respect to each calendar month is 60% of the established Performance Fee rate.

2. Responsibilities

The Contractor shall be responsible for promptly investigating failures to meet the Service Levels by:

- a) Promptly initiating Problem investigations, including Root Cause Analyses, as applicable.
- b) Promptly reporting Service Level Failures to NASA.
- c) Promptly escalating to NEACC Management potential and actual Incidents and Problems, outside the Contractors control, that interferes with the Contractor’s ability to meet the Service Levels.
- d) Promptly and continuously advising NEACC Management of the root cause of Service Level Failures and the status of corrective actions being undertaken with respect to Service Level Failures.
- e) Making written recommendations to NASA for improvement in procedures that negatively affect Service Level achievement.

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3. Additions, Deletions and Modifications of Service Levels

The Contractor may propose Additions, Deletions, and Modifications to the Service Levels, to include Service Level Definition, Service Levels, and Allocation Percentage.

4. Service Level Standards Evaluation Process

The Contractor's achievement of a particular service level shall be measured according to Attachment **J-4C**, *Service Level Surveillance Plan*.

- a) The Contractor shall report the Service Level Standard 1.0 Subjective Satisfaction metric in accordance with DRD MA-004, *Service Level Metrics Report*.
- b) The Service Level Standard 1.1 Business Management Rating metric shall be over a 6-month evaluation.
 - i. The COR will provide a rating for the Business Management Rating Service Level Metric.
 - ii. Contractor performance shall be directly tied to measurable and meaningful service level indicators and performance metrics. Measurements include:
 - Identification, tracking and visibility of costs (planned vs. actual)
 - Timely delivery date projections
 - Actual performance against delivery date projections
 - iii. The COR will provide a Business Management Rating based on the Contractor's performance against the evaluation criteria. The evaluation criteria shall be used to assess Contractor's achievement toward satisfying expectations during the 6-month evaluation period.

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- c) The Service Level Standard 1.2 NEACC Technical Monitor Satisfaction Rating metric shall be over a 6-month evaluation.
- i. The Government will designate a NEACC Technical Monitor for each Line of Business (LOB) to provide a rating for the NEACC Technical Monitor Satisfaction Rating Service Level Metric.
 - ii. The Contractor's satisfaction rating shall be monitored by the NEACC Technical Monitors assigned by the COR to oversee the assigned LOB.
 - iii. Contractor performance shall be directly tied to measurable and meaningful service level indicators and performance metrics. Measurements include:
 - Timeliness of the services provided
 - Accuracy of the services provided
 - Quality and completeness of the services provided
 - Customer satisfaction with the services provided, including end user Incident Resolution Satisfaction ratings
 - iv. The NEACC Technical Monitor will provide a satisfaction rating based on the Contractor's performance against the evaluation criteria. The evaluation criteria shall be used to assess Contractor's achievement toward satisfying the NEACC Technical Monitor's expectations for that LOB during the 6-month evaluation period.
- d) The overall SLS 1.0 Subjective Satisfaction Rating is an average of the SLS 1.1 Business Management Rating and SLS 1.2 NEACC Technical Monitor Satisfaction Rating.
- e) The Service Level Standards (2.0 through 3.0) metrics shall be tracked and measured as specified by the Service Level 'measurement window' in Attachment **J-4C**, *Service Level Surveillance Plan*.
- i. The Contractor shall measure Service Level Standards (2.0 through 3.0) as identified in Attachment **J-4C**, *Service Level Surveillance Plan*.
 - ii. The Contractor shall track and report monthly the metrics for Service Level Standards (2.0 through 3.0) in accordance with DRD MA-004, *Service Level Metrics Report*.

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5. Service Level Standards (SLS) Failures

- a) An SLS Failure shall be deemed to occur whenever the Contractor's level of performance for a particular SLS is not met as specified in Attachment **J-4B**, *Service Level Matrix*.
- b) NASA has assigned SLS Performance Fee weighting for each Service Level defined in Attachment **J-4B**, *Service Level Matrix*.
- c) The Contractor shall promptly notify NASA in writing if the Contractor fails to achieve an SLS.
- d) In the event the Contractor has an SLS Failure, the Performance Fee earned shall be in accordance with Attachment **J-4B**, *Service Level Matrix*, column entitled *Percent of Performance Fee Available*.
- e) The Service Level Standards and associated Performance Fee will be measured and determined on either a monthly or semi-annual basis as defined in Attachment **J-4B**, *Service Level Matrix*, columns entitled *Monthly Fee Determination* and *Semi-annual Fee Determination*.

6. Cooperation

The achievement of the Service Levels by the Contractor may require the coordinated, collaborative effort of the Contractor with third party vendors and providers. The Contractor will cooperate and provide to such parties a contact to help ensure the prompt resolution of all Service Level Failures.

7. Measuring Tools

The Contractor shall implement the measuring tools and methodologies specified in each Service Level or another reasonably acceptable tool or methodology approved in writing by the COR for measuring such Service Level at least thirty (30) calendar days prior to the effective date of the contract. For Service Levels established after the Effective Date of the Contract, the Contractor shall implement mutually agreed upon measuring tools and methodologies within thirty (30) calendar days prior to the applicable Service Level measurement period. If the Contractor fails to implement such measuring tool or methodology, such failure shall be deemed a SLS Failure for each Service Level Standard 2.0 through 3.0, and the Contractor shall not receive the performance fee for those SLS. The contractor shall ensure the Government has access to all data collected by the measuring tools.

8. Resolution Process for Technical Disagreements

Disagreements may arise between the Contractor and the GOVERNMENT over the Contractor's performance with respect to specific Service Levels. To reduce

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the occurrence of such disagreements, the Contractor shall adhere to the definitions provided in Attachment **J-4C**, *Service Level Surveillance Plan*.

If the Contractor and GOVERNMENT disagree about the Contractor's performance with respect to one or more Service Levels, it is mutually agreed and understood that the following resolution process shall be followed prior to filing a claim pursuant to FAR 52.233-1 (MAY 2014) ALT I (December 1991) *Disputes* in Section **I** of this RFP.

Step One

A designated Contractor representative shall meet with the defined NEACC Line of Business Technical Monitor. Each party shall explain their viewpoint and attempt to reach a mutual understanding. If the Contractor and the NEACC Technical Monitor cannot reach an agreement, the disagreement is escalated to the next level.

Step Two

The Contractor's technical representative will meet with the EAST Contracting Officer Representative (COR). The technical representative and the COR will attempt to facilitate an agreement between the Contractor representative and the NEACC Technical Monitor. If an agreement is still not attainable, the disagreement is escalated to the next level.

Step Three

The Contractor's highest level on-site representative for the EAST Contract shall meet with the NEACC Director. Both parties will seek to reach an agreement. If an agreement cannot be reached, the Contracting Officer (CO) will engage appropriate CIO management and will come to a determination of appropriate settlement of the disagreement.

9. Service Level Metric Exclusions/Special Circumstances

In the event the Government closes the Center as the result of a weather related or other special circumstance, the accounting of Service Requests (SR's) that are submitted/opened before or during the Center closure for the performance period will be categorized into three groups:

- a) SRs submitted/opened prior to the event that failed their Service Level Metric as a result of the Center closure. Return to service time shall be calculated by excluding all hours of Center closure and unavailability of required systems. Any hours expended toward resolution prior to closure shall not count toward return to service time.

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- b) SRs submitted/opened during the Center closure period that failed their Service Level Metric as a result of the Center closure. Return to service time shall be calculated by excluding all hours of Center closure and unavailability of required systems.
- c) SRs where their Service Level Metric was not affected by the Center closure. Return to service times shall be calculated using normal methodology.
 - i. All relevant statistics shall be noted in the DRD MA-004, Service Level Metrics Report.