

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 000200	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Shared Services Center Bldg. 1111, C Road Stennis Space Center MS 39529-6000	CODE NSSC	7. ADMINISTERED BY (If other than Item 6) NASA Shared Services Center Bldg. 1111, C Road Stennis Space Center MS 39529-6000	CODE NSSC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) HP ENTERPRISE SERVICES, LLC 13600 EDS DR HERNDON VA 20171-3225		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1U305 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNX11AA01C	
		10B. DATED (SEE ITEM 13) 12/27/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 Contract Terms and Conditions - Commercial Items, (c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to settle the HPES Certified Claim Regarding ACES Retainage under Contract No. NNX11AA01C dated July 15, 2013 in its entirety. This modification also incorporates changes to Contract Section 2.9, Attachment I-3 Retainage Pools and Metrics, and adds Attachment I-26 Legacy Compute Seat Refresh Acceleration Schedule.

By award of this modification HPES releases the government of all claims identified in paragraph IV of the attached document.

Payment Terms:

Net 30 days

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Adam Kiefer, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EDWARD WALLACE
15B. CONTRACTOR/OFFEROR ADK	15C. DATE SIGNED 10/23/13
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 10/24/2013

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Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

I. As a result of the negotiations between NASA and HPES which began on August 13, 2013, NASA and HPES have reached the following agreement which settles the “HPES Certified Claim Regarding ACES Retainage Under Contract No. NNX11AA01C” submitted by HPES on July 15, 2013 in its entirety with the execution of this contract modification.

II. As a result of this settlement, HPES will rescind the “HPES Certified Claim Regarding Retainage ACES Retainage Under Contract No. NNX11AA01C” subject to the following terms and conditions:

1. NASA and HPES agree that the amount of retainage to be withheld for all ACES MRP, SRP and PRP covering the performance months of the March 2012 – April 2013 period plus the MRP and SRP SLAs for May 2013 is [REDACTED]
2. As of the award of this modification NASA has withheld [REDACTED] from the Contractor’s net monthly invoices for the service periods covering March 1, 2012 through May 31, 2013. NASA will withhold the remaining retainage due in the amount of [REDACTED] from the Contractor’s net monthly invoices for the September 2013 service month.

III. The following changes will be incorporated in the ACES Contract to clarify the administration of ACES retainage on a going forward basis effective with the August 2013 service month for MRP and SRP determinations, and effective May 1, 2013 for the ongoing PRP review and determinations.

1. PRP:

- a) Implementation of the [REDACTED] retainage risk per month subject to a quarterly review frequency from May 1, 2013 through the end of the contract (to include the Base Period and Option Period’s 1 and 2 if option(s) are exercised).
- b) Revision of the PRP questions and scoring methodology in a mutually acceptable manner by November 8, 2013 for use in administration of the PRP quarterly surveys and determination. Questions will be based on the ACES PWS.
- c) Input from quarterly surveys will be provided by Center SMEs, EUSO, I3PBO, and Service Executive for End-User Services to the Agency CIO for use in making final determinations, but ultimately any retainage percentage is a subjective decision by the Agency CIO or designee.
- d) HPES will be given the opportunity to meet with NASA and discuss the quarterly PRP determination details prior to the issuance of the formal PRP determination.

- e) The timeframe for NASA's issuance of the PRP quarterly determination will be adjusted by mutual agreement on or before November 8, 2013.
 - f) The quarterly PRP determination for the period May 1, 2013 through July 31, 2013 will be due to HPES on or before November 8, 2013.
 - g) As part of the quarterly PRP determinations NASA will provide HPES written enterprise level comments and Center level comments, by Center, where appropriate, but NASA will not provide the raw scoring survey data.
3. The negotiated ACAP Terms will be implemented in accordance with the changes incorporated in Attachment I-3 Section 1.1.1 ACES Corrective Action Plan (ACAP) which include:
 - a) No ACAP or MRP withheld during ACAP months if metric is made.
 - b) ACAP percentage remains at risk until metric has been made for 2 months and will be assessed if metric is missed during ACAP months.
 4. SLA waiver process – NASA Service Executive for End User Services will be the approving official.
 5. No MRP or SRP credits will be applied to back-billings for the March 2012 – May 2013 service months. No PRP credits will be applied to back-billing for the March 2013 – April 2013 service months.
 6. Mobility Lines Not on Order – HPES will forgo billing for any unordered Mobility Lines and unused Mobility Lines for the period November 1, 2011 through May 2013 as provided in document titled “Mobility Lines Not on Order dated 8/22/13”.
 7. NASA and HPES have established a Legacy Compute Seat Refresh Acceleration Schedule to identify and ensure the removal all XP systems (regardless of whether the device is an ACES or ODIN seat) from the NASA environment no later than March 31, 2014.
 8. NASA and HPES have established a Legacy Compute Seat Refresh Acceleration Schedule to identify and remove all ODIN Legacy systems from the NASA environment no later than May 31, 2014.
 9. The success of this plan is dependent on NASA ordering the agreed to number of seats and permitting the deployment of those seats at the agreed to scheduled date and HPES' ability to deliver the equipment and execute the deployment. NASA will not pay any costs associated with the accelerated refresh which will be completed by May 2014. The accelerated schedule will be in line with the framework of the Legacy Compute Seat Refresh Acceleration Schedule, Proposed

Language for Contract Modification, Legacy Compute Seat Refresh true-up dated September 13, 2013. (See Attachment I-26)

- IV. Pursuant to the terms of this settlement agreement, HPES releases and discharges the Government, its officers, agents and employees of all liabilities, obligations, claims, and demands whatsoever under or arising from contract NNX11AA01C related to the following:
1. SLA Retainage for the period covering March 1, 2012 through May 31, 2013;
 2. Back billing for “Mobility Lines Not on Order” for the period covering November 1, 2011 through May 31, 2013; and
 3. Legacy Refresh Schedule Adherence for the period covering March 1, 2012 through May 31, 2014.

Nothing in this Agreement limits or prevents HPES from asserting (in the past, present, or future) against NASA any other claims, actions, causes of action, suits, liabilities, obligations, debts, dues, demands, costs or fees (including attorneys’ fees), expenses, compensation, damages, injunctive relief or other demands of every name and nature at law, in equity, or administrative not directly settled in this agreement. HPES also does not release or discharge, as terms of this settlement, any other claims not directly settled in this agreement arising under Contract No. NNX11AA01C, including but not limited to, any and all pending or future claims related to Base Services.

- V. The following sections of the ACES contract are hereby replaced as part of this settlement agreement.

Section I - Model Contract Section 2.9, Retainage Pools and Performance Metrics, is deleted in its entirety and replaced with Section 2.9 Revision 1 Modification 200 with the mutually agreed upon changes to this contract section.

Section I –Model Contract Section 8.0 Attachment I-3, Retainage Pools and Performance Metrics, is deleted in its entirety and replaced with Section 8.0 Attachment I-3 Revision 1 Modification 200, to incorporate mutually agreed upon changes to ACAP, PRP, and SRP.

Section I – Model Contract Section 8.0 Attachment I-26, Legacy Compute Seat Refresh Acceleration Schedule which includes a revised deployment schedule as well as business rules and assumptions.

The Planned Deployment Schedule Table in Attachment I-26 replaces the deployment schedule for the months of October 2013 through April 2014 found in Attachment I-15 Phase-In Plan (DRD MA-03) Table 10: Center Deployment Plan and Schedule November 2012 – April 2014.

Pages Deleted

Section I, Table of Contents, pg 1-2
Section I, 2.9, pg 38-40
Section I, 8.0 List of Attachments, pg 113

Section I, 8.0 Attach I-3, pg 1-28

Pages Added

Section I, Table of Contents, pg 1-2
Section I 2.9, pg 38-41 (Mod 200)
Section I, 8.0 List of Attachments,
pg 113-114 (Mod 200)
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VI. All other prices, terms and conditions remain unchanged.

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(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the contracting Officer shall, upon the Contractors' written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

2.9 RETAINAGE POOLS AND PERFORMANCE METRICS

(a) To promote excellent service delivery, customer satisfaction, and maximum efficiency, the Government will establish a series of retainage pools constituting 16 percent of the Contractor's total monthly invoice (excluding any APC and IUP amounts). This amount will be processed in accordance with Attachment I-3, *Retainage Pools and Performance Metrics*. The full invoice amount will be disbursed to the Contractor in accordance with this clause and Attachment I-3, *Retainage Pools and Performance Metrics*, and any amount to be retained due to performance failure from one or more of the pools defined in Attachment I-3 will be deducted from the Contractor's full invoice (excluding any APC and IUP amounts) for the month in which the Government's retainage determination was issued in, as noted with examples in Attachment I-3.

(b) The Government has established four retainage pools and associated performance metrics to evaluate the Contractor’s performance. A detailed discussion of these retainage pools and performance metrics are provided in Attachment I-3, *Retainage Pools and Performance Metrics*, and summarized in the table below.

Type of Metric	Frequency of Evaluation	Retainage Percentage	Determination Official
Metric Retainage Pool (MRP)	Monthly	█	Agency CIO or designee
Performance Retainage Pool (PRP)	Quarterly	██████████ ██████████	Agency CIO or designee
Schedule Retainage Pool (SRP)	Monthly	█	Agency CIO or designee
Small Business Utilization Pool (SBUP)	Annually	██████████ ██████████	Agency CIO or designee

(c) The Government will complete its assessment and determination of MRP and SRP earned by the 5th calendar day of the month following submission of the Contractor’s MA-07 for the month in which the performance occurred. The assessment and determination of PRP earned will be completed by the Government by the 5th calendar day of the month following the last month of the quarterly evaluation period. (For example: the May – July PRP determination is due by the 5th calendar day in September). The Government will provide its determination on the annual SBUP SLA as part of the review of the details included in the Contractor’s MA-07 for the month of October in each contract year. For both the monthly MRP/SRP SLA determinations and the quarterly PRP determinations, the Government will provide the Contractor the opportunity to meet with the Government and review/discuss the determination details before the formal determination is issued.

(d) The percentage of each retainage pool not earned is identified in the table below. Note – Review and evaluation of the SRP metrics will be conducted monthly beginning March 1, 2012, and will continue through the end of the initial ACES compute seat deployment or the completion of the availability of the ACES technical services, whichever is last. When each SRP metric is completed, the applicable SRP retainage metric will be eliminated from the SRP retainage pool.

Also note the PRP SLA has a retainage value of █ monthly but is evaluated quarterly, so the table below reflects the total amount of █ for each quarterly evaluation period. In similar fashion, the SBUP SLA has a retainage value of █ monthly but is evaluated annually, so the table below reflects the total amount of █ retainage for the annual evaluation period.

(f) The Government shall use this clause in lieu of requiring re-performance of services as provided for in paragraph (a) of 52.212-4, *Contract Terms and Conditions - Commercial Items*.

(End of clause)

2.10 SUPPLEMENTAL CONTRACTOR INVOICING INSTRUCTIONS

Contractor invoices shall comply with the requirements stipulated in FAR clause 52.212-4, *Contract Terms and Conditions – Commercial Items*, Paragraph (g) and the following supplemental instructions:

- 1) The invoice shall contain a summary worksheet and individual worksheets for each Center identifying costs being invoiced. Costs should include the following applicable taxes: property, sales, commercial activity, rental and/or gross receipts.
- 2) Worksheets shall be consistent with the standard ordering reports generated by the Enterprise Service Request System, to facilitate reconciliation and verification of all costs.
- 3) The Contractor shall provide the Agency summary and individual worksheets for each Center to the ACES Project Office. Individual worksheets for each Center shall also be submitted to the locally identified Center POC.
- 4) The invoice shall identify seats and services ordered retainage pool withholdings, excess chargers, and credits.
- 5) The original invoice shall be submitted to the NSSC Financial Management Division at the address specified in Block 18A of the SF1449 with an information copy to the Contracting Officer, ACES Project Office, and each Center Technical Monitor (CTM).
- 6) Invoices shall be submitted on the 15th day of each month for the previous thirty (30) days of services performed.

(End of clause)

2.11 LIABILITY FOR LOSS, THEFT, DAMAGE OR DESTRUCTION

(a) The Government assumes no liability for loss, theft, damage, destruction (willful or otherwise) of any asset (tangible or intangible) provided by the Contractor to any party in performance of this contract except as stated in this clause.

(b) The liability of the Contractor for losses resulting from loss, theft, damage, or destruction of any asset, provided by the Contractor to the Government in performance of this contract, caused by (i) a government employee, (ii) another Government Contractor, and/or (iii) grantee, shall not exceed 0.80% of all Agency orders procured during the previous year, as reflected through the Contracting Officer's updates to clause 1852.216-78, *Firm Fixed Price*.

(c) If the actual losses resulting from loss, theft, damage, or destruction caused by (i) a Government employee, (ii) another Government Contractor, and /or (iii) a grantee, exceeds 0.80% of all Agency orders procured during the previous year, the Government will reimburse the Contractor for the lesser of the actual loss (acquisition cost less straight-line depreciation) or actual cost for replacing lost, stolen, damaged or destroyed equipment, in

8.0 LIST OF ATTACHMENTS

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ATTACHMENT I-3
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1.0 RETAINAGE POOLS

To ensure maximum performance efficiency of the Contract, the Government will maintain, at the Agency level, a retainage pool equal to [REDACTED], plus applicable ACAP, from the total monthly price payable to the Contractor (excluding any APC and IUP amounts). (The [REDACTED] is not retained on a monthly basis.) These funds will be set aside in four different Agency pools that contain the critical service levels. The four pools are: the Metrics Retainage Pool (MRP), the Performance Retainage Pool (PRP), Schedule Retainage Pool (SRP) and the Small Business Utilization Pool (SBUP). The MRP is further divided into seven areas. The award determination of any retainage pool by the Agency CIO or designee is final (i.e. non-contestable). Note: Modification #200 reflects the agreement of the parties regarding the SLA retainage interpretations and determinations for the March 2012 – May 2013 for the MRP/SRP and SBUP SLAs and for the March 2012 – April 2013 for the PRP SLA. The language shown in the updated Attachment I-3 is made effective June 1, 2013 for MRP/SRP and SBUP and May 1, 2013 for PRP.

For the service months of January, April, and July the maximum retainage at risk amount would be [REDACTED] of the contractor net monthly invoice, plus applicable ACAP.

Example: for the service months of January, April, and July
MRP rated at [REDACTED] retainage for the service month
SRP rated at [REDACTED] retainage for the service month
PRP rated at [REDACTED] retainage for the prior quarter
Applicable ACAP % for the prior service month

For the service month of October the maximum retainage at risk amount would be [REDACTED] of the contractor net monthly invoice, plus applicable ACAP.

Example: for the service month of October
MRP rated at [REDACTED] retainage for the service month
SRP rated at [REDACTED] retainage for the service month
PRP rated at [REDACTED] retainage for the prior quarter
SBUP rated at [REDACTED] for the prior year
Applicable ACAP % for the prior service month

1.1 Metric Retainage Pool ([REDACTED] per month - Reviewed Monthly)

The Metric Retainage Pool (MRP) will be comprised of [REDACTED] of the total monthly costs (excluding any APC and IUP amounts) allocated between seven individual areas: (1) Service Delivery, (2) Service Availability Non-Base Services, (3) Service Availability Base Services, (4) Customer Satisfaction, (5) Security Management Services, (6) Incident Management, and (7) Service Asset Management Effectiveness. Allocation of the 8-percent MRP is identified in Table 1-1, *ACES Critical Service Level Metrics*.

The MRP will be calculated monthly in accordance with the schedule outlined in RFP Section I, 2.9, *Retainage Pools and Performance Metrics*. During the first four (4) months after the Contract implementation date for Wave 1 (see Attachment I-14, *Phase-in Schedule*), the MRP will not be applied. Subsequently, the Contractor shall meet the Performance Standards for award of the MRP.

For each of the seven MRP SLA areas, the Contractor will collect data monthly on the respective SLA metrics at each of the 11 Centers and use the calculation formula set forth for each of the respective MRP areas (as set forth in the specific subsection of section 2.1 that follows herein) to determine if the Agency/Center collected data meets or exceeds the performance standard for the respective MRP SLA area.

The monthly calculation for the collected data will be administered both as an Agency-Level calculation to review all data from all Centers as a combined total, and also (where noted) as a Center-Level calculation to review the Center specific data for the SLAs. The performance results from the Agency-Level and Center-Level calculations will then be reviewed to determine what, if any, retainage credits will be applied for that month as described in the SLA Administration Rules for each SLA area.

The Contractor will prepare and submit its monthly MA-07 self-assessment for the MRP and SRP SLA on or before seven (7) business days after the end of the completed service month. The Government will complete its assessment and determination of the monthly MRP and SRP SLA categories by the 5th calendar day of the month following submission of the monthly MA-07 self-assessment.

(Example for the July service month HPES will submit their MA-07 self-assessment on or before the 7th business day in August. The Government will complete its assessment and provide HPES with its determination on or before the 5th calendar day in September).

The Contractor (meeting request scheduled by the contractor no less than 10 business days after submission of the monthly MA-07) will be given the opportunity to meet with the Government and discuss the monthly MRP and SRP details prior to the issuance of the formal determination. Upon issuance of the MRP/SRP determination, the retainage percent noted in the MRP/SRP determination will be calculated and applied by the NASA I3P Business Office against the contractor net monthly invoice for the service month noted in the MRP/SRP determination. (Net invoice = ACES total monthly less any IUP and APC amounts and then less any Mod 048 credits)

Example: For the July MRP/SRP monthly review period, the Contractor MA-07 is due on or before the seventh business day in August, and the Government MRP/SRP determination is due

on or before the 5th calendar day in September. For example purposes, if the Government issues a MRP/SRP result of [REDACTED] out of the possible [REDACTED] monthly at risk the [REDACTED] retainage (plus applicable ACAP) will be calculated and applied by the NASA I3P Business Office against the Contractor net invoice for the month of July.

Any Contractor requests for waivers under the MRP/SRP SLA category will be submitted as soon as possible in accordance with the ACES SLA Waiver procedures. Waiver requests will be reviewed and either approved, denied, or clarified by the NASA End User Service Executive (EUSE) within ten (10) business days of receipt.

1.1.1 ACES Corrective Action Plan (ACAP) If the Contractor fails to meet the Performance Standard of any of the MRP SLA categories at the Agency-Level or at a given Center for three consecutive months, the Contractor shall be assessed an additional [REDACTED] retainage associated with that SLA category at the Agency-Level or Center-Level, as appropriate. (Note: If the Agency level metric is missed for three consecutive months - the full SLA retainage is assessed along with the additional [REDACTED] (IE: Agency Level SLA = [REDACTED] plus [REDACTED] ACAP = [REDACTED] for a total retainage of [REDACTED]), and in that scenario, no Center level ACAP would be applicable). However, during the months where the Agency level metric is missed, the Center level performance will continue to be tracked and recorded so that any recurring failures at the same Center can be reconciled for ACAP purposes when the Agency level metric returns to a passing status but the Center level performance continues to miss the metric standard. The Center level ACAP assessment will only apply if the Agency level metric is passed and the Center level metric is missed at the same Center for three consecutive months or the Agency level metric is missed with no ACAP applied at the Agency level but the Center level metric for a specific Center is under ACAP.

If the results of the Agency or Center level (as appropriate) calculation for any of the MRP SLA categories show that the Agency or Center level standard is missed for a period of three consecutive months, the following ACAP terms will apply:

- For the third month of the three consecutive months where the Agency level calculation (or Center level as appropriate) misses the SLA standard, the Contractor will be assessed retainage for the SLA category plus an additional [REDACTED] retainage applied to the third month's net invoice amount. (Note: For ACAP purposes, the Contractor Net invoice = full invoice less any IUP and APC amounts and less any Mod 048 credits).
- For each subsequent month beyond the three consecutive failed months at the Agency level (or Center level as appropriate), the monthly retainage "at risk" amount will continue to include retainage for the SLA category plus an additional [REDACTED] ACAP retainage factor. Once the ACAP phase is entered, the government will withhold retainage ONLY IF the SLA performance at the Agency level (or Center level as appropriate) in the service month fails to meet the SLA standard.
- The additional ACAP [REDACTED] "at risk" amount will remain in place and will be applied IF the Contractor fails to meet the SLA standard at the Agency level (or

Center level as appropriate) until the Contractor has met the SLA standard for two consecutive months. At that point the additional ACAP [REDACTED] retainage will be dropped and the regular monthly retainage for that SLA category will be the only retainage factor.

- o After that point, should the Contractor have another 3 consecutive months where the Agency level (or Center level where appropriate) SLA standard is missed, the ACAP terms above will be repeated.

As noted above, the Center level metric performance will be tracked even during months where the Agency level metric is missed. Should a scenario arise where the Agency level metric is missed for three consecutive months and during those same three consecutive months, the Center level metric for a specific Center is also missed, the Center level ACAP for that specific Center will apply in the fourth (and any follow on consecutive months) if the same specific Center level performance continues to miss the Center level standard, even if the Agency level standard for the fourth (and any follow on consecutive months) is passed. In that scenario the Center level ACAP will continue to be “at risk” for each follow on month and will be assessed for each add on consecutive month if the same specific Center continues to miss the SLA metric standard. If the Center level metric is passed at the specific Center that had been in the ACAP status in the prior month, the Center level ACAP penalty would not be assessed for that passing month. However, the Center level ACAP “at risk” amount will stay in effect until the Center level performance for the specific Center is passed for two consecutive months.

Example of ACAP applied at both Agency and Center levels as appropriate:

MRP SLA	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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In this example a [redacted] at risk retainage calculation is used to capture how ACAP is to be applied to Agency and Center levels. If the metric is missed at the Agency level, the Center level is not calculated. However the metric will be recorded at the Center level to determine if ACAP applies at the Center level when the Agency level metric is achieved.

- [redacted] = Metric missed at Center level in months the Agency level metric is missed
- [redacted] = missed at 1 Center
- [redacted] = Missed at 2 Centers
- [redacted] = Missed at more than 2 Centers
- Blank = Center level metric is made in service month

For a given month the ACAP retainage (when/if applicable) would be added to the MRP monthly retainage and calculated and applied as part of the MRP retainage amount. For each month where the Contractor performance on an MRP SLA constitutes an ACAP situation, the Contractor will include a separate section in that month’s MA-07 report to detail the Corrective Action Plan for that specific SLA with detailed operational steps to ensure necessary corrections will be successfully implemented as soon as possible.

1.2 Performance Retainage Pool (PRP) - [redacted] per month – Reviewed Quarterly)

Effective May 1, 2013, the Performance Retainage Pool (PRP) SLA is adjusted to a quarterly review period and is comprised of a retainage at risk amount of two (2) percent per month or six (6) percent for each quarterly review period. The PRP SLA process will be administered in accordance with the ACES PRP Evaluation Guidelines (as modified by the Government and Contractor. The government will complete its assessment and determination of the PRP SLA within one month and 5 calendar days after the end of the quarterly evaluation period (See example below). The Contractor will be given the opportunity to meet with the Government and discuss the quarterly PRP determination details prior to the issuance of the formal determination. As part of the PRP determination notification issued to the Contractor, the Government will include written enterprise level comments and Center level comments as appropriate, but will not be required to provide the raw survey data for the quarterly review period.

Upon issuance of the PRP determination, the retainage percent noted in the PRP determination will be calculated and applied by the NASA I3P Business Office against the Contractor monthly net invoice for the last service month of the PRP determination reporting period. (Net invoice = ACES total monthly less any IUP and APC amounts and then less any Mod 048 credits) .

Example: For the August – October PRP quarterly review period, the Government will have until December 5th to issue its PRP determination. For example purposes, if the Government issues a PRP result of [redacted] out of the possible [redacted] quarterly at risk amount the [redacted] retainage will

be calculated and applied by the NASA I3P Business Office against the Contractor net invoice for the month of October.

1.3 Schedule Retainage Pool (SRP) (██████) per month – Reviewed Monthly)

As a result of discussion between the Government and the Contractor, the parties agreed to establish mutually acceptable performance criteria for a new SLA category called Schedule Retainage Pool (SRP) which will cover performance metrics aligned to seat deployment schedules and schedules for availability of ACES technical services. The SRP will be comprised of ████████ of the Contractor's total monthly invoice (excluding any APC and IUP amounts). Review and evaluation of the SRP metrics will be conducted monthly beginning March 1, 2012, and will continue through the end of the initial ACES compute seat deployment or the completion of the availability of the ACES technical services, whichever is last. The two SLA subcategory areas within SRP are: Legacy Refresh Schedule Adherence (LRSA) ████████, and Contract Compliance Schedule (CCS) ████████.

See section 1.1 MRP for the administrative process for reporting and reviewing monthly SRP SLA category.

Any Contractor requests for waivers under the SRP SLA category will be submitted as soon as possible in accordance with the ACES SLA Waiver procedures. Waiver requests will be reviewed and either approved, denied, or clarified by the NASA End User Service Executive (EUSE) within ten (10) business days of receipt.

1.4 Small Business Utilization Pool (SBUP) – (██████) per month – Reviewed Annually)

An Agency Small Business Utilization Pool (SBUP) will be established for the Contract. The SBUP will be comprised of ████████ of the Contractor's net monthly invoice (excluding any APC and IUP amounts). The Small Business Retainage Pool ████████ will be reviewed and evaluated against the originally proposed Contractor Subcontracting Plan goals, and will be evaluated at the total Small Business category goal and result level, not at the individual SB subcategories, provided that not more than one SB subcategory goal is missed by Contractor during the annual review periods.

The Contractor shall include the self-assessment results for the annual SBUP category as part of its MA-07 report for the month of October. If the SBUP SLA is missed over the 12 month evaluation period, the cumulative annual impact of a ████████ retainage will be calculated and applied against the Contractor net invoice for the final month of the SBUP reporting period. (IE: the month of October).

Any Contractor requests for waivers under the SBUP SLA category will be submitted as soon as possible in accordance with the ACES SLA Waiver procedures. Waiver requests will be

reviewed and either approved, denied, or clarified by the NASA End User Service Executive (EUSE) within ten (10) business days of receipt.

1.5 Retainage Pool Retention Process

On a monthly basis, the Contractor shall invoice for the services provided. Payment will be made in accordance with the payment terms specified in FAR 52.212-4 (i), *Payment*. Once a retainage determination (either the MRP/SRP for that month, the PRP for the previous three (3) months, or the SBUP for the previous year) has been made, if there is an amount to be retained due to performance failure from one or more of the pools, that retainage amount will be calculated and applied by the NASA I3P business Office against the Contractor’s net monthly invoice (excluding any APC and IUP amounts) as noted in the respective SLA category sections above.

Table 1-1. ACES Critical Service Level Metrics

Critical Service Level Metrics	Performance Standard	Retainage
Metrics Retainage Pool (MRP)		
Service Delivery		
Service Availability Non-Base Services		
Service Availability Base Services		
Customer Satisfaction		
Incident Management	All four (4) targets met	
Security Management Services	All seven (7) targets met	
Service Asset and Configuration Management		
Performance Retainage Pool (PRP)		
Note: The PRP Metric evaluation guidelines will be updated by mutual agreement of both parties		
Note: In the event that NASA and HPES cannot agree on the re-write of the PRP Metrics evaluation guidelines, the existing documented process will remain in place		
Schedule Retainage Pool (SRP)		
Legacy Refresh Schedule Adherence		
Contract Compliance Schedule		
Small Business Utilization Pool (SBUP)		
Ability to meet subcontracting goals in the Contractor’s approved Subcontracting Plan		
Total Standard Metrics Retainage Pool		

2.0 METRICS AND SERVICE LEVEL AGREEMENTS

The Contractor shall meet or exceed the metrics and Service Level Agreements (SLAs) specified in Sections 2.1 through 2.4.

2.1 MRP Metrics and SLAs – ()

The Contractor shall calculate and report metrics for all functional service areas including: computing, cellular, pagers, network peripherals, virtual team services, e-mail and collaborative calendaring, instant messaging, active directory, ACES Product Catalog (APC), Tier 2 service support, and security management services.

2.1.1 Service Delivery – ()

This metric measures the Contractor’s effectiveness in providing services within the Contract-required timeframes.

Table 2.1.1-1. Service Delivery Metric

Service Delivery Metric – ()	
Definition	The percentage of customer requests successfully resolved by the Contractor in accordance with the SLA.
Time Applicability	During principal period of performance.
Expectation	Successfully complete all customer requests for all functional areas identified in Attachment I-3, Section 2.1.1, in accordance with SLAs.
Performance Standard	() See Table 2.1.1-2, <i>Service Delivery Metric SLA Targets</i> .
Measurement Method and Data Sources	As reported through the Enterprise Service Request System (ESRS), as verified by Attachment I-20, <i>Surveillance Plan</i> .
Performance Measurement Window	Monthly
Calculation Formula	Number of service requests successfully completed (within SLA) for all Service Delivery SLAs / Number of service requests for all Service Delivery SLAs
Retainage Adjustment	As set forth in the Agency-Level and Center-Level retainage analysis process section 2.1.1-3. If the Contractor fails to meet the Service Delivery SLAs Performance Standard at the Agency-Level or at a given Center for three consecutive months, the ACAP terms shall be initiated.
Exceptions and Exclusions	Contractor will be held accountable only for SLA performance failure data if the reason for service failure is solely the Contractor’s responsibility.

Table 2.1.1-2. Service Delivery Metric SLA Targets

Service Delivery Metric SLA Targets				
Note: SLAs are <= unless otherwise indicated				
SLA Target No.	PWS Section	PWS Section Title	SLA Description	SLA
SD-1	2.3	Service Asset and Configuration Management	Time to sanitize devices of all data, after pickup	= 60 calendar days
SD-2	2.3.2.1	Scheduled Outages	Time to notify EUSO of scheduled outages in advance	5 business days
SD-3	2.5	Safety, Health, and Environmental Management	Submit mishaps and safety statistics reports to NASA Incident Reporting Information System (IRIS) NOTE: SLA is active only if HP has 24/7 access to IRIS	24 hours after occurrence
SD-4	3.1	Tier 2/3 Service Desk Support	Time to respond to an Incident, after ticket for a seat subscribed to 2-business-hour Return to Service received	30 min.

Service Delivery Metric SLA Targets				
Note: SLAs are <= unless otherwise indicated				
SLA Target No.	PWS Section	PWS Section Title	SLA Description	SLA
SD-5	3.1	Tier 2/3 Service Desk Support	Time to respond to an Incident, after ticket for a seat subscribed to 8-business-hour Return to Service received	2 hrs.
SD-6	3.1	Tier 2/3 Service Desk Support	Time to supply temporary replacement ACES seat for out-of-service repairs or security mitigation for either IT security Incidents or to support audits for catastrophic hardware failures. Same operating system.	2 business hours
SD-7	3.1.1	Priority Service Support	Time to respond to an Incident, after critical uplift ticket received	15 min.
SD-8	3.3	ACES Product Catalog (APC) Services	Time to deliver ACES Product Catalog (APC) items, after approved order received	5 business days
SD-9	3.3	ACES Product Catalog (APC) Services	Time to respond to a request for quote, including price and delivery date, after request received	2 bus. days
SD-10		RESERVED		
SD-11	3.5	Technology Refresh	Time to complete hardware technology refresh Note: Reserved until the first ACES to ACES Refresh	Scheduled date
SD-12	3.5	Technology Refresh	Time to return to service after start of a hardware technology refresh at applicable centers identified in (PWS section 1.0, Table 1.1-1. ACES Performance Sites)	4 business hours
SD-13	3.9	Temporary Seats	Time to deliver temporary seat <= 10	2 bus. days
SD-14	3.9	Temporary Seats	Time to deliver temporary seat > 10	Negotiated*
SD-15		RESERVED		
SD-16	3.17	Other General Services	Time to initiate work on a request for Service Delivery or Incident Management during Non-Prime Time hours, after ACES CTM authorization	2 hrs.
SD-17		RESERVED		
SD-18	4.1.1; 4.1.2.1	Current NOMAD Service; General Requirements	Time to delete e-mail accounts after notification from NAMS	= 30 cal. days
SD-19	4.1.1	Current NOMAD Service	Time to create distribution list	2 bus. days
SD-20	4.1.1; 4.1.3	Current NOMAD Service; Response to E-mail Information and Audit Requests	Time to provide requested data for specific end-user mailboxes or complete activity in response to IT Security requests or IT security or safety Incidents (unless altered by the ACES LTM)	48 hrs.
SD-21	4.2	Active Directory Services	Time to provision Active Directory (AD) accounts	2 bus. days
SD-22	4.2	Active Directory Services	Time to deprovision AD accounts	30 calendar days
SD-23	4.3.1	Loaner Pick-up and Drop-off	Time to make a loaner seat available for pick-up, after ticket received	4 bus. hrs.

Service Delivery Metric SLA Targets				
Note: SLAs are <= unless otherwise indicated				
SLA Target No.	PWS Section	PWS Section Title	SLA Description	SLA
SD-24	4.4	Print Queue Infrastructure Management	Time to create print queues	8 bus. hrs.
SD-25		RESERVED		
SD-26	4.6	Software License Management	Time to install all commercially released updates/upgrades and patches, after Agency ACES CCB approval	Scheduled date
SD-27	4.6	Software License Management	Time to update software license management documentation, after update/upgrade installation completed	2 bus. days
SD-28	5.0	Seat Services	Time to complete IMAC if <= 5, after service request approved	2 bus. days
SD-29	5.0	Seat Services	Time to complete IMAC if 6-24, after service request approved	5 bus. days
SD-30	5.0	Seat Services	Time to complete IMAC if 25-50, after service request approved	10 bus. days
SD-31	5.0	Seat Services	Time to complete IMAC if > 50, after service request approved Intended to be for physical IMACS only.	Negotiated*
SD-32	5.1.2	Requirements for All Computing Seats	Time to implement Standard Load changes on all Computing seats subscribed to the Standard Load Service Option, after the Standard Load change is approved	3 months
SD-33	5.1.2	Requirements for All Computing Seats	Provide upgrade of hardware platform on Computing seats when industry advances to Standard Load software require a hardware upgrade, after Agency ACES CCB approval	Begun within 90 days; completed within 6 months of start date**
SD-34	5.1.3	“S” Computing Seat (Standard)	Time to deliver new “S” Computing seat, after service request approved	2 bus. days
SD-35	5.1.3; 5.1.4	“S” Computing Seat (Standard); “M” Computing Seat (Modifiable)	Time to deliver new “M” Computing seat, after service request approved, and time to deliver new “S” Computing seat with augmentation(s), after service request approved	5 bus. days
SD-36	5.1.5	“B” Computing Seat (Build as Required)	Time to deliver new “B” Computing seat, after service request approved	10 bus. days
SD-37	5.1.7	“T” Computing Seat (Thin Client)	Time to deliver new “T” Computing seat, after service request approved	2 bus. days
SD-38	5.2	Cellular Seats	Time to deliver new “S” Cellular seat, after service request approved	2 bus. Days
SD-39	5.2	Cellular Seats	Time to deliver new “B” Cellular seat, after service request approved	3 bus. Days
SD-40	5.2	Cellular Seats	Time to complete software technology refresh on Cellular seats	90 days after ACES COTR approval
SD-41	5.3	Pager Seat	Time to deliver new Pager seat, after service request approved	2 bus. Days

Service Delivery Metric SLA Targets				
Note: SLAs are < = unless otherwise indicated				
SLA Target No.	PWS Section	PWS Section Title	SLA Description	SLA
SD-42	5.4	Network Peripheral Seats	Time to deliver new Network Peripheral seat, after service request approved	10 bus. Days
SD-43	5.5	Virtual Team Service (VTS) Seat	Time to provision and deliver a new VTS account, after service request approved	2 bus. Days

*Negotiated – A mutually agreed upon time is established. Metric applies to this negotiated timeframe.

** Pending final decision on PWS 5.1.2 requirements and corresponding SLAs.

= Must be completed on that day.

2.1.1-3 – Retainage Adjustment Analysis Process for Service Delivery SLAs

The Contractor will collect data monthly on the SD-1 thru SD-43 metrics at each of the 11 Centers and use the calculation formula (below) to determine if the Agency/Center collected data meets or exceeds the [REDACTED] performance standard.

Calculation Formula: Number of service requests successfully completed (within SLA) for all Service Delivery SLAs / Number of service requests for all Service Delivery SLAs

The monthly calculation for the collected data will be administered both as an Agency-Level calculation to review all data from all Centers as a combined total, and also as a Center-Level calculation to review the Center specific data for the SLAs. The performance results from the Agency-Level and Center-Level calculations will then be reviewed to determine what, if any, retainage credits will be applied for that month. The process flow for the Agency –Level review and Center-Level reviews to determine the performance results and any retainage adjustments is described as follows:

Agency – Level calculation: The first step in the Service Delivery (SD) SLA review is to perform an Agency-Level calculation using the calculation formula above to the complete set of SLA data from all Centers to determine if the SD performance standard of [REDACTED] is met or exceeded at the Agency-Level. If the Agency-Level results do not meet or exceed the [REDACTED] standard, then the full [REDACTED] retainage for the Service Delivery category within the MRP will apply as a credit for that month. If the Agency-Level review results do not meet the SLA subcategory performance standard, and thereby invoke the full retainage credit for that SLA subcategory, the Center-Level review will be performed for information purposes only.

If the Agency-Level calculation meets or exceeds the [REDACTED] standard, then that indicates that the Contractor has met the desired performance standard based on the complete set of SLA data, and therefore [REDACTED] of the SD retainage is awarded to the Contractor and the SD retainage risk is

reduced from [REDACTED] to [REDACTED] for that month based on the results from the Center-Level calculation results. The second step would be to proceed with the Center-Level calculation and analysis to determine if there are any Center-Level adjustments to apply based on the SLA performance at the Center-Level.

Center-Level calculation: The second step would be a Center-Level calculation which will apply the same calculation formula from above to determine if the Center specific SLA data meets or exceeds the SD category [REDACTED] standard. Once the Center-Level calculations are completed, the following analysis will be performed to determine if there are any Center-Level retainage credits due.

1. If all Centers meet the SLA standard then no Center –Level retainage credit will be applied and the remaining [REDACTED] of the SD retainage will be awarded to the Contractor.
2. If the results of the months data calculation for all 45 SD SLAs for one Center falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall SD [REDACTED]).
3. If the results of the months data calculation for all 45 SD SLAs for two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall SD [REDACTED]).
4. If the results of the months data calculation for all 45 SD SLAs for more than two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall SD [REDACTED]).

2.1.2 Service Availability – ([REDACTED])

This metric measures the Contractor’s effectiveness in Service Availability, which is achieved when all the seats/services used by ACES end-users are fully operational and standard/normal service-recipient activities experience only pre-established interruption (e.g., scheduled outages). Availability is defined as the ability of a component or service to perform its required function at a stated instant or over a period of time. The Government will establish the period of downtime acceptable for both hardware- and software-related service instances.

Service Availability metrics are comprised of Non-Base Services and Base Services. A non-Base Services component affects only one end-user (e.g., a Smartphone device). A Base Services component has other services dependent upon it (e.g., a BlackBerry enterprise server).

If the ACES CTM defers any repair of a system that has failed, downtime shall be suspended, operational use time shall accrue for the entire period that the ACES CTM defers the repair, and no Performance Metrics relating to this failure shall be collected.

If the Contractor repairs a failed system or component and there is a second or subsequent Incident of the same failure within three (3) business days of the previous repair due to factors

fully in the control of the Contractor, as determined by the ACES COTR, the system downtime shall accrue from the first Incident until a repair finally corrects the malfunction.

The Contractor shall record all scheduled and unscheduled outages attributed to the Contractor’s scope of work, record the number of end-users affected by Base Services failures for each ACES service, and report these through the ACES service desk for later use in computing metrics.

Table 2.1.2-1. Service Availability Non-Base Services (SA-NBS) Metric- ()

Service Availability Non-Base Services Metric - ()	
Definition	The percentage of time any non-Base Services component of an ACES seat/system or service is working such that the end-user can utilize the ordered ACES-provided services. A seat/system or service is defined as unavailable from the time the ACES Contractor has received the Incident ticket until the time the Incident is closed.
Time Applicability	Prime Time hours
Expectation	The seats/systems and services are to be functional, accessible, and usable at all times.
Performance Standard	()
Measurement Method and Data Sources	As reported through the Government Incident Management system, as verified by Attachment I-20, <i>Surveillance Plan</i> .
Performance Measurement Window	Monthly
Calculation Formula	()
Retainage Adjustment	As set forth in the Agency-Level and Center-Level analysis process section 2.1.2-1.1. . If the Contractor fails to meet the SA-NBS SLAs Performance Standard at the Agency-Level or at a given Center for three consecutive months , the ACAP phase will be initiated.
Exceptions and Exclusions	Events not within the control of the Contractor will not be calculated as downtime. Any availability failure that is caused by the EAST, NEDC, NICS, WEST, and ESD Contractors or other contractors will not count for this metric.

2.1.2-1.1 – Retainage Adjustment Analysis Process for Service Availability – Non-Base Services (SA-NBS) SLAs ()

The Contractor will collect data monthly on the SA-NBS metric at each of the 11 Centers and use the calculation formula below to determine if the Agency/Center collected data meets or exceeds the () standard.

Calculation Formula: ()

The monthly calculation for the collected data will be administered both as an Agency-Level calculation to review all data from all Centers as a combined total, and also as a Center-Level calculation to review the Center specific data for the SLAs. The performance results from the

Agency-Level and Center-Level calculations will then be reviewed to determine what, if any, retainage credits will be applied for that month. The process flow for the Agency –Level review and Center-Level reviews to determine the performance results and any retainage adjustments is described as follows:

Agency – Level calculation: The first step in the SA-NBS SLA review is to perform an Agency-Level calculation using the calculation formula above to the complete set of SLA data from all Centers to determine if the SA-NBS performance standard of [REDACTED] is met or exceeded at the Agency-Level. If the Agency-Level results do not meet or exceed the [REDACTED] standard, then the full [REDACTED] retainage for the SA-NBS category within the MRP will apply as a credit for that month. If the Agency-Level review results do not meet the SLA subcategory performance standard, and thereby invoke the full retainage credit for that SLA subcategory, the Center-Level review will be performed for information purposes only.

If the Agency-Level calculation meets or exceeds the [REDACTED] standard, then that indicates that the Contractor has met the desired performance standard based on the complete set of SLA data, and therefore, [REDACTED] of the SA-NBS retainage is awarded to the Contractor and the SA-NBS retainage risk is reduced from [REDACTED] to [REDACTED] for that month based on the results from the Center-Level calculation results. The second step would be to proceed with the Center-Level calculation and analysis to determine if there are any Center-Level adjustments to apply based on the SLA performance at the Center-Level.

Center-Level calculation: The second step would be a Center-Level calculation which will apply the same calculation formula from above to determine if the Center specific SLA data meets or exceeds the SA-NBS category [REDACTED] standard. Once the Center-Level calculations are completed, the following analysis will be performed to determine if there are any Center-Level retainage credits due.

1. If all Centers meet the SLA standard then no Center –Level retainage credit will be applied and the remaining [REDACTED] of the SA-NBS retainage will be awarded to the Contractor.
2. If the results of the months data calculation for the SA-NBS SLA at one Center falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall SA-NBS [REDACTED]).
3. If the results of the months data calculation for the SA-NBS SLA at two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall SA-NBS [REDACTED]).
4. If the results of the months data calculation for the SA-NBS SLA at more than two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall SA-NBS [REDACTED]).

Table 2.1.2-2. Service Availability Base Services (SA-BS) Metric – (██████)

Service Availability Base Services Metric - ██████	
Definition	The percentage of time ACES Base Services seats/systems and services are working such that the end-user can utilize the ordered ACES-provided services. A seat/system or service is defined as unavailable from the time the ACES Contractor has received the Incident ticket until the time the Incident is closed.
Time Applicability	24x365 minus scheduled down time
Expectation	The seats/systems and services are to be functional, accessible, and usable at all times.
Performance Standard	██████
Measurement Method and Data Sources	As reported through the Government Incident Management system, as verified by Attachment I-20, <i>Surveillance Plan</i> .
Performance Measurement Window	Monthly
Calculation Formula	Hours during the Time Applicability Window that services are available / Hours in the Time Applicability Window
Retainage Adjustment	As set forth in the Agency-Level retainage analysis process section 2.1.2-2.1. if the Contractor fails to meet the SA-BS SLAs Performance Standard at the Agency-Level for three consecutive months , the ACAP phase will be initiated.
Exceptions and Exclusions	Events not within the control of the Contractor will not be calculated as downtime. Any availability failure that is caused by the EAST, NEDC, NICS, WEST, and ESD Contractors or other contractors will not count for this metric.

2.1.2-2.1 – Retainage Adjustment Analysis Process for Service Availability – Base Services (SA-BS) SLAs (██████)

The Contractor will collect data monthly on the SA-BS metric at the Agency-Level only and use the calculation formula below to determine if the Agency-Level collected data meets or exceeds the ██████ standard and what, if any, retainage credits will be applied for that month.

Calculation Formula: Hours during the Time Applicability Window that services are available/ Hours in the Time Applicability Window

If the Agency-Level results meet the SA-BS performance standard, then the SA-BS retainage amount of ██████ is awarded to the Contractor. If the Agency-Level results do not meet the SA-BS performance standard, then the SA-BS retainage credit will be ██████.

2.1.3 Customer Satisfaction(CS) – (██████)

This metric measures the Contractor’s effectiveness in providing quality services and support from the end users’ vantage point. The Government will conduct sampling surveys of ACES end-users to determine their satisfaction with the ACES services received. The sample size, survey frequency, aspects of services to assess, and survey distribution process and method will be determined by the Government.

Table 2.1.3-1. Customer Satisfaction (CS) Metric (██████)

Customer Satisfaction Metric – ██████	
Definition	The percentage of returned surveys that reflect Very Good or higher satisfaction (both objective and subjective) with the quality of services provided under the Contract.
Time Applicability	24x365
Expectation	Customer satisfaction is consistently rated Very Good or higher.
Performance Standard	██████.
Measurement Method and Data Sources	Daily sampling of ACES end-user surveys.
Calculation Formula	Number of customer satisfaction surveys meeting Very Good or higher / total number of completed surveys.
Frequency	Monthly
Retainage Adjustment	As set forth in the Agency-Level and Center-Level analysis process section 2.1.3-2. if the Contractor fails to meet the CS SLA Performance Standard at the Agency-Level or at a given Center for three consecutive months , the ACAP phase will be initiated.
Exceptions and Exclusions	CS Survey results that reflect poor grades for areas that are outside the ACES scope of services should be excluded from the ACES CS SLA calculation. .

2.1.3-2 – Retainage Adjustment Analysis Process for Customer Satisfaction (CS) SLA ██████

The Contractor will collect data monthly on the CS SLA metrics at each of the 11 Centers and use the calculation formula (below) to determine if the Agency/Center collected data meets or exceeds the ██████ standard.

Calculation Formula: Number of customer satisfaction surveys meeting “Very Good” or higher/ total number of completed surveys.

The monthly calculation for the collected data will be administered both as an Agency-Level calculation to review all data from all Centers as a combined total, and also as a Center-Level calculation to review the Center specific data for the SLAs. The performance results from the Agency-Level and Center-Level calculations will then be reviewed to determine what, if any, retainage credits will be applied for that month. The process flow for the Agency –Level review and Center-Level reviews to determine the performance results and any retainage adjustments is described as follows:

Agency – Level calculation: The first step in the CS SLA review is to perform an Agency-Level calculation using the calculation formula above to the complete set of SLA data from all Centers to determine if the CS performance standard of ██████ is met or exceeded at the Agency-Level. If the Agency-Level results do not meet or exceed the ██████ standard, then the full ██████ retainage for the CS category within the MRP will apply as a credit for that month. If the

Agency-Level review results do not meet the SLA subcategory performance standard, and thereby invoke the full retainage credit for that SLA subcategory, the Center-Level review will be performed for information purposes only.

If the Agency-Level calculation meets or exceeds the [REDACTED] standard, then that indicates that the Contractor has met the desired performance standard based on the complete set of SLA data, and therefore, [REDACTED] of the CS retainage is awarded to the Contractor and the CS retainage risk is reduced from [REDACTED] to [REDACTED] for that month based on the results from the Center-Level calculation results. The second step would be to proceed with the Center-Level calculation and analysis to determine if there are any Center-Level adjustments to apply based on the SLA performance at the Center-Level.

Center-Level calculation: The second step would be a Center-Level calculation which will apply the same calculation formula from above to determine if the Center specific SLA data meets or exceeds the CS category [REDACTED] standard. Once the Center-Level calculations are completed, the following analysis will be performed to determine if there are any Center-Level retainage credits due.

1. If all Centers meet the SLA standard, then no Center –Level retainage credit will be applied and the remaining [REDACTED] of the CS retainage will be awarded to the Contractor.
2. If the results of the months data calculation for the CS SLA at one Center falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall CS [REDACTED]).
3. If the results of the months data calculation for the CS SLA at two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall CS [REDACTED]).
4. If the results of the months data calculation for the CS SLA at more than two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall CS [REDACTED]).

2.1.4 Incident Management (IM) – [REDACTED]

This metric measures the Contractor’s effectiveness in managing Incidents in accordance with subscribed SLAs.

Table 2.1.4-1. Incident Management Metric (IM) – [REDACTED]

Incident Management Metric – [REDACTED]	
Definition	The percentage of Incident tickets successfully resolved by the Contractor in accordance with the SLA requirements.
Time Applicability	Principal period of performance.
Expectation	Incidents are resolved in accordance with the SLAs.

Incident Management Metric – [REDACTED]	
Performance Standard	All four (4) targets met. See Table 2.1.4-2, <i>Incident Management Metric SLA Targets</i> .
Measurement Method and Data Sources	As reported through the Government Incident Management system, as verified by Attachment I-20, <i>Surveillance Plan</i> .
Frequency	Monthly
Calculation Formula	<p>% of Incidents for Base Services = Number of Base Services Incidents resolved within 4 hours return to service / number of Base Services Incidents reported</p> <p>% of Incidents for Critical Services = Number of Incidents reported on seats subscribed to two (2)-business-hour Return to Service level resolved within two (2) business hours return to service / number of two (2)-business hour return to service Incidents reported</p> <p>% of Incidents for Standard Services = Number of Incidents reported on seats subscribed to eight (8)-business-hour Return to Service level resolved within eight (8) business hours return to service / number of eight (8)-business hour return to service Incidents reported</p> <p>% of Incidents for Priority Tickets = Number of critical uplift tickets resolved within two (2) hours / number of critical uplift tickets received</p>
Retainage Adjustment	As set forth in the Agency-Level and Center-Level retainage analysis process section 2.1.4-3, if the Contractor fails to meet the IM SLA Performance Standard at the Agency-Level or at a given Center for three consecutive months, the ACAP phase will be initiated
Exceptions and Exclusions	Incidents outside the scope of ACES services or incidents that are not within the control of the Contractor will not be calculated for this metric.

Table 2.1.4-2. Incident Management (IM) Metric SLA Targets – ([REDACTED])

Incident Management Metric SLA Targets – [REDACTED]					
Note: SLAs are <= unless otherwise indicated					
SLA Target No.	PWS Section	PWS Section Title	SLA Description	Value	Performance Metrics
IM-1	3.1	Tier 2/3 Service Desk Support	Time to restore Base Services, after ticket received	4 hrs.	[REDACTED]
IM-2	3.1	Tier 2/3 Service Desk Support	Time to restore service for seat subscribed to 2-business-hour Return to Service, after ticket received	2 hrs.	[REDACTED]
IM-3	3.1	Tier 2/3 Service Desk Support	Time to restore service for seat subscribed to 8-business-hour Return to Service, after ticket received	8 bus. hrs.	[REDACTED]
IM-4	3.1.1	Priority Service Support	Time to restore service, after critical uplift ticket initiated	2 hrs.	[REDACTED]

2.1.4-3 – Retainage Adjustment Analysis Process for Incident Management (IM) SLA (██████)

The Contractor will collect data on Incident Management (IM) SLA metrics IM-1 thru IM-4 at each of the 11 Centers and use the calculation formula below to determine if the Agency/Center collected data meets or exceeds the IM SLA performance standard.

Calculation Formula: As shown in Table 2.1.4-1 above for each of the IM metrics.

The monthly calculation for the collected data will be administered both as an Agency-Level calculation to review all data from all Centers as a combined total, and also as a Center-Level calculation to review the Center specific data for the SLAs. The performance results from the Agency-Level and Center-Level calculations will then be reviewed to determine what, if any, retainage credits will be applied for that month. The process flow for the Agency –Level review and Center-Level reviews to determine the performance results and any retainage adjustments is described as follows:

Agency – Level calculation: The first step in the IM SLA review is to perform an Agency-Level calculation using the calculation formula above to the complete set of SLA data from all Centers to determine if the IM performance standards are met or exceeded at the Agency-Level. If the Agency-Level results do not meet or exceed the IM SLA standards, then the full ██████ retainage for the IM category within the MRP will apply as a credit for that month. If the Agency-Level review results do not meet the SLA subcategory performance standards, and thereby invoke the full retainage credit for that SLA subcategory, the Center-Level review will be performed for information purposes only.

If the Agency-Level calculation meets or exceeds the IM SLA standards, then that indicates that the Contractor has met the desired performance standard based on the complete set of SLA data, and therefore, ██████ of the IM retainage is awarded to the Contractor and the IM retainage risk is reduced from ██████ to ██████ for that month based on the results from the Center-Level calculation results. The second step would be to proceed with the Center-Level calculation and analysis to determine if there are any Center-Level adjustments to apply based on the SLA performance at the Center-Level.

Center-Level calculation: The second step would be a Center-Level calculation which will apply the same calculation formula from above to determine if the Center specific SLA data meets or exceeds the IM category standards. Once the Center-Level calculations are completed, the following analysis will be performed to determine if there are any Center-Level retainage credits due.

1. If all Centers meet the SLA standards, then no Center –Level retainage credit will be applied and the remaining [REDACTED] of the IM retainage will be awarded to the Contractor.
2. If the results of the months data calculation for the IM SLAs at one Center falls below the IM standards - then the Center retainage credit will be [REDACTED] [REDACTED] of the overall IM [REDACTED]).
3. If the results of the months data calculation for the IM SLAs at two Centers falls below the IM standards - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall IM [REDACTED]).
4. If the results of the months data calculation for the IM SLAs at more than two Centers falls below the IM standards - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall IM [REDACTED]).

2.1.5 Security Management Services (SMS) – ([REDACTED])

This metric measures the Contractor’s effectiveness in providing efficient security management services. This includes compliance with NASA security policy, procedure, and requirements; timely completion of Certification and Accreditation (C&A) requirements; timely deployment of patches; timely updates of anti-malware protection; and minimal IT security Incidents that are preventable under the terms of the Contract. Preventable Incidents under the terms of the Contract are defined as Incidents resulting from the Contractor’s lack of patch deployment.

Table 2.1.5-1. Security Management Services (SMS) Metric- ([REDACTED])

Security Management Services Metric – ([REDACTED])	
Definition	The percentage of time the Contractor provides effective and efficient security management services. This includes the performance of services implemented to protect NASA data and IT resources from potential threats to confidentiality, reliability, integrity, and availability.
Time Applicability	24/7 x 365
Expectation	End-users’ systems have the latest patches, have timely updates of anti-malware protections, and have no security compromises or vulnerabilities (i.e., no security Incidents or vulnerabilities reported) that are preventable under the terms of the Contract. In addition, the Contractor shall comply with NASA security policy, procedure, and requirements, including Agency-mandated IT security controls, when performing all services under the Contract.
Performance Standard	All seven (7) targets met. See Table 2.1.5-2, <i>Security Management Services Metric SLA Targets</i> .
Measurement Method and Data Sources	Surveillance plan auditing (i.e., sample of systems to assess timely deployment of patches and anti-malware updates) performed by the Government; survey of completion of C&A Plan of Action and Milestones (POA&M) items; review of Agency IT security Incident and vulnerability scan reports from the Agency Reporting Tool (currently PatchLink).
Frequency	Monthly
Calculation Formula	See Performance Standard above.

Security Management Services Metric – ()	
Retainage Adjustment	As set forth in the Agency-Level retainage analysis process section 2.1.5-3. if the Contractor fails to meet the SMS SLA Performance Standard at the Agency-Level for three consecutive months , the ACAP phase will be initiated.
Exceptions and Exclusions	Security Incidents and compromises caused by end-users, and patching delays directly resulting from configuration freezes and incidents outside the scope of ACES services or incidents that are not within the control of the Contractor will not be calculated for this metric. Also, any NASA requests for exemption / exception from routine patch maintenance will be excluded from the calculation of this metric.

Table 2.1.5-2. Security Management Services (SMS) Metric SLA Targets- ()

Security Management Services Metric SLA Targets – ()				
Note: SLAs are <= unless otherwise indicated				
SLA Target No.	PWS Section	PWS Section Title	SLA Description	SLA
SMS-1	4.2	Active Directory Services	Time to initiate mitigation by initiating installation of all patches, after severity occurrence	Critical: 1 bus. day High: 5 bus. days Medium/Low: 10 bus. Days
SMS-2	4.2	Active Directory Services	Time to successfully complete installation of all patches	Critical: 14 cal. days High: 20 bus. days Medium/Low: 40 bus. Days
SMS-3	4.5.1	IT Security	On-time completion of C&A POA&M items	()
SMS-4	4.5.1	IT Security	On-time completion of all “critical” [*] patches installed on ACES systems, after patch release	() 30 cal. Days
SMS-5	4.5.1	IT Security	Patching of all “expedited” ^{**} patches, after announcement by Deputy CIO for IT Security or designee (usually NASA Security Operations Center)	() 7 cal. Days
SMS-6	4.5.1	IT Security	Percentage of ACES systems in compliance with Agency-mandated security configurations (e.g., Federal Desktop Core Configuration)	()
SMS-7	4.5.1	IT Security	Number of ACES-related security Incidents reported by the SOC per month	1

^{*}NASA considers the highest vendor rating of patches as equal to the “critical” rating because some vendors use other names for their highest patch rating (e.g., “high”). For Microsoft patches, all patches deemed by Microsoft to be “critical” or “important” fall into this category.

^{**}The NASA Deputy CIO for IT Security or designee may designate certain patches as “expedited” because they are determined to present a serious and/or urgent threat to the security posture of the Agency.

2.1.5-3 – Retainage Adjustment Analysis Process for Security Management Systems (SMS) SLAs (██████)

The Contractor will collect data on Security Management Systems (SMS) SLA metrics SMS-1 thru SMS-7 at each of the 11 Centers and use the calculation formula below to determine if the Agency-Level collected data meets or exceeds the SMS SLA performance standards.

Calculation Formula All seven (7) targets met. See Table 2.1.5-2, Security Management Services Metric SLA Targets.

The monthly calculation for the collected data will be administered as an Agency-Level calculation only, to review all data from all Centers as a combined total. The performance results from the Agency-Level calculation will then be reviewed to determine what, if any, retainage credits will be applied for that month.

If the Agency-Level results meet the SMS performance standards, then the SMS retainage amount of ██████ is awarded to the Contractor. If the Agency-Level results do not meet the SMS performance standards, then the SMS retainage credit will be ██████.

2.1.6 Service Asset and Configuration Management – (██████)

This metric measures the Contractor’s effectiveness in managing ACES service assets and configuration items used by ACES end-users. This includes timely asset pickup, removal and processing, asset inventory, asset data management, and asset valuation. The Contractor shall provide, implement, and maintain an Agency-wide asset management tracking system to manage these assets and data. The Contractor shall adhere to NASA Policy Directive (NPD) 9250.1, *Identifying Capital Assets and Accumulation of Cost*, and shall identify capital assets and accumulation of costs.

Table 2.1.6-1. Service Asset and Configuration Management

Service Asset and Configuration Management Metric (██████)	
Definition	The percentage of time the Contractor effectively and efficiently picks up ACES service assets and configuration items no longer in use; and provides accuracy, completeness, and currency of service asset and configuration item data as well as the completeness of asset valuation.
Time Applicability	24x7 for service asset and configuration item data management and valuation; during principal period of performance, except for pre-scheduled downtime, for service asset and configuration item pickup, processing, and inventory.
Expectation	ACES service assets and configuration items no longer in use are removed; periodic inventories of service assets and configuration items provide accurate, complete, and timely data updates to support ongoing data management; data is maintained properly to provide continual service asset and configuration item management reports that are accurate, complete, and current; and the recorded values of service assets and configuration items are complete.

Service Asset and Configuration Management Metric ()	
Performance Standard	
Measurement Method and Data Sources	As reported through the Government Service Asset and Configuration Management system, as verified by Attachment I-20, <i>Surveillance Plan</i> .
Frequency	Monthly: Service asset and configuration item pickup and processing, data management, and valuation.
Calculation Formula	Number of requests successfully completed (within SLA) for all SACM SLAs / Number of requests for all Service Delivery SLAs
Incentives/Disincentives	As set forth in the Agency-Level and Center-Level retainage analysis process section 2.1.1-3. If the Contractor fails to meet the Service Delivery SLAs Performance Standard at the Agency-Level or at a given Center for three consecutive months, the ACAP terms shall be initiated.
Exceptions and Exclusions	Submitted Waivers that have been approved by the ACES CTM.

Table 2.1.6-2. Service Asset and Configuration Management Metric SLA Targets

Service Asset and Configuration Management Metric SLA Targets				
Note: SLAs are < = unless otherwise indicated				
SLA Target No.	PWS Section	PWS Section Title	SLA Description	SLA
SACM-1	2.3.1	Configuration Item/Resource Tracking	Time to develop system architectures and as-built diagrams, after authorization to operate	30 bus. Days
SACM-2	2.3.1	Configuration Item/Resource Tracking	Time to update system architectures and as-built diagrams, after an approved change	10 bus. Days
SACM-3	2.3.1	Configuration Item/Resource Tracking	Time to update the CMDB with current information after receiving, installing, refreshing, excessing, or moving configuration items	3 bus. Days

2.1.6-3 – Retainage Adjustment Analysis Process for Service Asset and Configuration SLAs

The Contractor will collect data on Service Asset and Configuration Management (SACM) SLA metrics SACM-1 thru SACM-3 at each of the 11 Centers and use the calculation formula below to determine if the Agency-Level collected data meets or exceeds the SACM SLA performance standards.

Calculation Formula: Number of service requests successfully completed (within SACM SLA standards) for all SACM SLAs / Number of service requests for all SACM SLAs

The monthly calculation for the collected data will be administered as an Agency-Level calculation only, to review all data from all Centers as a combined total. The performance results from the Agency-Level calculation will then be reviewed to determine what, if any, retainage credits will be applied for that month.

If the Agency-Level results meet the SACM performance standards, then the SMS retainage amount of [REDACTED] is awarded to the Contractor. If the Agency-Level results do not meet the SACM performance standards, then the SACM retainage credit will be [REDACTED].

2.2 PRP Metrics – ([REDACTED] monthly – Reviewed Quarterly)

The Government will assess the Contractor’s performance on PRP Metrics on a quarterly basis in accordance with section 1.2 herein and the following terms:

(This section 2.2 will be updated in its entirety based upon the consolidation and mutual re-write of the PRP SLA subcategories and PRP Evaluation Guidelines (including the survey questions). To be re-written and consolidated by NASA and HPES by November 8 , 2013)

Note: In the event that NASA and HPES cannot agree on the re-write of the PRP Metrics evaluation guidelines, the existing documented process will remain in place.

2.2.1 Relationship and Contract Management – ([REDACTED])

This metric measures the Contractor’s effectiveness and efficiency in maintaining successful working relationships with the Government and other contractors; and implementing contract management activities, including having the right technology, technical expertise, and processes in place; recommending technology infusion that is aligned with NASA’s mission and objectives; and offering suggestions for cost-savings initiatives.

Table 2.2.1-1. Relationship and Contract Management

Relationship and Contract Management Metric – ([REDACTED])	
Definition	Maintenance of successful working relationships with the Government and other contractors in delivering integrated IT services to customers.
Time Applicability	Principal period of performance
Expectation	Following the completion of the agreed-upon contract transition process and schedule, relationship and contract management will be monitored and evaluated on a regular basis, and the Contractor shall perform in this metric category at maximum effectiveness. Any unwarranted attribution of issues to the Government and other contractors will reflect negatively in overall scoring of this area.
Performance Standard	Performance evaluation will be based upon the degree to which: <ul style="list-style-type: none"> • Open and collaborative participation in program coordination activities as well as effective collaboration with the Government and other contractors is realized; • Invoices accurately reflect appropriate services delivered; • Requests for analysis and information relating to services, such as business analysis and budget information, are responded to in a timely manner; • Outstanding ACAP elements are completed on time; • Technology infusion/transformational plans, are brought forward; • Communication and outreach activities are successfully implemented; • Cost-savings initiatives are brought forward under the Shared Savings clause; • Major system upgrades are effectively performed.

Measurement Method and Data Sources	Attachment I-20, <i>Surveillance Plan</i> . Measurement method and process will be in accordance with the Rating Structure, process for collecting the monthly grade from the evaluators, and the averaging of the monthly consolidated scores into a six month determination for each PRP SLA Area, as set forth in the ACES PRP Evaluation Guidelines.
Frequency	Semi-annually
Incentives/Disincentives	The PRP amount will be determined and disbursed on a discretionary basis.
Exceptions and Exclusions	Contractor will be graded only on services that the Contractor has full control and responsibility to provide within the scope of the Contract.

2.2.2 Problem Management – ()

This metric measures the Contractor’s performance in managing Problems. Problems are identified through analysis of Incidents as part of Incident Management activities. Problem management aspects of special interest include the number of Problems open for longer than a set period (e.g., 14 business days), the number of ‘stalled’ Problems (i.e., no further action possible at this time), and the number of times the same Problem is fixed before a permanent fix is implemented.

Table 2.2.2-1. Problem Management

Problem Management Metric ()	
Definition	Successful and timely resolution and closure of Problems, prevention of recurring Incidents, and minimization of Incidents that cannot be prevented; proactive versus reactive Problem resolution.
Time Applicability	Principal period of performance
Expectation	Problems are analyzed promptly to identify their root causes and workarounds and permanent resolutions. The most optimal permanent solutions are proposed to the Government prior to their implementation.
Performance Standard	of the Problems reported are successfully solved or accepted by the Government; Zero (0) reoccurrences of known Problems with resolution.
Measurement Method and Data Sources	Self-reporting feedback mechanism through the ACES service desk support system, as well as Attachment I-20, <i>Surveillance Plan</i> . Measurement method and process will be in accordance with the Rating Structure, process for collecting the monthly grade from the evaluators, and the averaging of the monthly consolidated scores into a six month determination for each PRP SLA Area, as set forth in the ACES PRP Evaluation Guidelines.
Frequency	Semi-annually
Incentives/Disincentives	The PRP amount will be determined and disbursed on a discretionary basis.
Exceptions and Exclusions	Contractor will be graded only on services that the Contractor has full control and responsibility to provide within the scope of the Contract.

2.2.3 Customer Experience – ()

This metric measures the Contractor’s performance in customer-focused behavior in the daily operation of delivering services.

Table 2.2.3-1. Customer Experience

Customer Experience Metric	
Definition	Successful and timely improvements in the customer experience. This is a subjective assessment of the contractor's program management performance and customer focus.
Time Applicability	Base period of contract
Expectations	The contract will demonstrate excellent program management and a "customer first" approach when implementing the requirements of the ACES contract at all NASA installations. Work with customers in a professional manner and keep communications positive. See problems as a learning opportunity to improve. Build positive relationships.
Performance Standard	Performance evaluation will be based upon the degree to which: <ul style="list-style-type: none"> • The contractor demonstrates successful partnership with the government; • Management of contractor's initiative and effectiveness in implementing systems, products, and services and the impact to customers; • Responsiveness to customer needs. Customer inquiries responded to in a timely manner; • Implemented improvements in processes to enhance the customer experience; • Provide consistent information across all Centers; • Share lessons learned in order to prevent or lessen duplicate mistakes; • Show improvement in the quality of services delivered; • Staff PMO in a manner that exhibits a strong presence with decision making authority.
Measurement Method and Data Sources	Self-reporting feedback mechanism through the ACES service desk support system and Attachment I-20, <i>Surveillance Plan</i> . Measurement method and process will be in accordance with the Rating Structure, process for collecting the monthly grade from the evaluators, and the averaging of the monthly consolidated scores into a six month determination for each PRP SLA Area, as set forth in the ACES PRP Evaluation Guidelines.
Frequency	Semi-annually
Incentives/Disincentives	The PRP amount will be determined and disbursed on a discretionary basis.
Exceptions and Exclusions	Contractor will be graded only on services that the Contractor has full control and responsibility to provide within the scope of the Contract.

2.3 Schedule Retainage Pool (SRP) – [REDACTED]

As a result of discussion between the Government and the Contractor, the parties agreed to establish mutually acceptable performance criteria for a new SLA category called Schedule Retainage Pool (SRP) which will cover performance metrics aligned to seat deployment schedules and schedules for availability of ACES technical services. The SRP will be comprised of [REDACTED] of the Contractor's total monthly invoice (excluding any APC and IUP amounts). Review and evaluation of the SRP metrics will be conducted monthly beginning March 1, 2012, and will continue through the end of the initial ACES compute seat deployment or the completion of the availability of the ACES technical services, whichever is last. When each SRP metric is completed, the applicable SRP retainage metric will be eliminated from the SRP retainage pool.

The two SLA subcategory areas within SRP are: Legacy Refresh Schedule Adherence (LRSA) ([REDACTED]), and Contract Compliance Schedule (CCS) ([REDACTED]).

2.3.1 Legacy Refresh Schedule Adherence (LRSA) – ()

The adjusted seat refresh schedule is included in Attachment I-26 “Legacy Compute Seat Refresh Acceleration Schedule v1.1”. This schedule replaces the compute seat refresh schedule incorporated into the ACES contract in Modification # 048.

This metric measures the Contractor’s effectiveness in adhering to the Legacy Compute Seat Refresh Acceleration Schedule (Attachment I-26 Table: Planned Deployment Schedule Table)

Note: The LRSA metric is waived in the months of October, November, and December 2013.

Table 2.3.1-1. Legacy Refresh Schedule Adherence (LRSA) Metric – ()

Legacy Refresh Schedule Adherence Metric – ()	
Definition	The percentage of legacy computers successfully refreshed in the month against the month’s plan as defined in table 2.3.1 -2
Time Applicability	During all months covered by Table 2.3.1-2. <i>Legacy compute seat Deployment Schedule. This metric no longer applies once all Legacy compute seat assets have been refreshed with ACES assets.</i>
Expectation	Successfully complete all scheduled legacy compute seat refreshes. Successful completion is defined as all steps in PWS 3.5 under ACES Seat refresh (prior to, day of and after) have been completed (including customer sign-off/acceptance)
Performance Standard	() .
Measurement Method and Data Sources	As reported through the Enterprise Service Request System (ESRS) and Deployment Status Report, as verified by Attachment I-20, <i>Surveillance Plan</i> .
Performance Measurement Window	Monthly (In accordance with the MA-07 DRD)
Calculation Formula	Number of Legacy compute seat refreshes successfully completed / Number of refreshed compute seats planned Note: Seat refresh instances where Contractor was positioned to deliver on the schedule date but were turned away or denied for reason outside of our control will be counted as a successfully completed refresh.
Retainage Adjustment	If Contractor has not met the Legacy Refresh Schedule Adherence Metric, based on the Agency-Level and Center Level calculation (process described in 2.3.1-3) then no metric fee shall be awarded for that element. If any metric is missed for 3 consecutive periods, the ACAP phase shall be initiated.
Exceptions and Exclusions	Contractor will only be held accountable if the reason for schedule miss is solely the Contractor’s responsibility.

Table 2.3.1-2 Legacy Deployment Schedule

Reference approved Compute Seat schedule as part of DRD MA-03 Section 2.7.

2.3.1-3 Retainage Adjustment Analysis Process for Legacy Refresh Schedule Adherence (LRSA) SLA – ()

The Contractor will collect data on Legacy Refresh Schedule Adherence (LRSA) SLA metric at each of the 11 Centers and use the calculation formula below to determine if the Agency/Center collected data meets or exceeds the LRSA SLA [REDACTED] performance standard.

Calculation Formula: Number of Legacy compute seat refreshes successfully completed /
Number of Legacy compute seat refresh planned.

The monthly calculation for the collected data will be administered both as an Agency-Level calculation to review all data from all Centers as a combined total, and also as a Center-Level calculation to review the Center specific data for the SLA. The performance results from the Agency-Level and Center-Level calculations will then be reviewed to determine what, if any, retainage credits will be applied for that month. The process flow for the Agency –Level review and Center-Level reviews to determine the performance results and any retainage adjustments is described in text as follows:

Agency – Level calculation: The first step in the LRSA SLA review is to perform an Agency-Level calculation using the calculation formula above to the complete set of SLA data from all Centers to determine if the LRSA performance standard is met or exceeded at the Agency-Level. If the Agency-Level results do not meet or exceed the LRSA SLA standard, then the full [REDACTED] retainage for the LRSA category within the SRP will apply as a credit for that month. If the Agency-Level review results do not meet the SLA subcategory performance standard, and thereby invoke the full retainage credit for that SLA subcategory, the Center-Level review will be performed for information purposes only.

If the Agency-Level calculation meets or exceeds the LRSA SLA standard, then that indicates that the Contractor has met the desired performance standard based on the complete set of SLA data, and therefore, [REDACTED] of the LRSA retainage is awarded to the Contractor and the LRSA retainage risk is reduced from [REDACTED] to [REDACTED] for that month based on the results from the Center-Level calculation results. The second step would be to proceed with the Center-Level calculation and analysis to determine if there are any Center-Level adjustments to apply based on the SLA performance at the Center-Level.

Center-Level calculation: The second step would be a Center-Level calculation which will apply the same calculation formula from above to determine if the Center specific SLA data meets or exceeds the LRSA category standard. Once the Center-Level calculations are completed, the following analysis will be performed to determine if there are any Center-Level retainage credits due.

1. If all Centers meet the SLA standard, then no Center –Level retainage credit will be applied and the remaining [REDACTED] of the LRSA retainage will be awarded to the Contractor.
2. If the results of the months data calculation for the LRSA SLA at one Center falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall LRSA [REDACTED]).
3. If the results of the months data calculation for the LRSA SLA at two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall LRSA [REDACTED]).
4. If the results of the months data calculation for the LRSA SLA at more than two Centers falls below [REDACTED] - then the Center retainage credit will be [REDACTED] ([REDACTED] of the overall LRSA [REDACTED]).

2.3.2. Contract Compliance Schedule (CCS) – [REDACTED]

This metric measures the Contractor’s effectiveness adhering to the Contract Compliance Schedule (Table 2.3.2-1).

Table 2.3.2-1. Contract Compliance Schedule (CCS) Metric- [REDACTED]

Contract Compliance Schedule – [REDACTED]	
Definition	The on-schedule successful compliance of contract requirements for the specific functions in table 2.3.2-2
Time Applicability	During all months covered by Table 2.3.2-2. <i>Contract Compliance Metric</i> . This metric no longer applies once all IT services identified in Table 2.3.2-2 are compliant with the terms and conditions of the ACES contract.
Expectation	Successfully implement all functions in accordance with the table .
Performance Standard	[REDACTED].
Measurement Method and Data Sources	Successful completion of the required milestone by the scheduled date.
Performance Measurement Window	Monthly
Calculation Formula	Number of planned CCS milestones in the performance month accomplished/ All planned CCS milestones in the performance month
Retainage Adjustment	As set forth in the Agency-Level retainage analysis process section 2.3.2-3. If an individual milestone date is missed, a new date 30 days after the current date is automatically established and is applicable to the following month’s Contract Compliance Schedule metric. All subsequent milestones in the schedule will also move 30 days If Contractor has not met the Metric, then no metric fee shall be awarded for that element. If any metric is missed for 3 consecutive periods, the ACAP phase shall be initiated.
Exceptions and Exclusions	If there are no published milestones in the performance month, the retainage shall not apply. Contractor will only be held accountable if the reason for schedule miss is solely HPES responsibility.

Table 2.3.2-2. Baseline for Contract Compliance Schedule is revised as mutually agreed to through DRD MA-07 Metrics Reporting.

2.3.2-3 – Retainage Adjustment Analysis Process for Contract Compliance Schedule (CCS) SLA

The Contractor will collect data on the Contract Compliance Schedule monthly milestones and use the calculation formula below to determine if the Agency-Level collected data meets or exceeds the CCS SLA performance standard.

Calculation Formula: Number of planned CCS milestones in the performance month accomplished/ All planned CCS milestones in the performance month.

The monthly calculation for the collected data will be administered as an Agency-Level calculation only, to review all data from all Centers as a combined total, The performance results from the Agency-Level calculation will then be reviewed to determine what, if any, retainage credits will be applied for that month.

If the Agency-Level results meet the CCS performance standard, then the CCS retainage amount of is awarded to the Contractor. If the Agency-Level results do not meet the CCS performance standards, then the CCS retainage credit will be

2.4 Small Business Utilization Pool Performance (SBUP)- per month – Reviewed Annually)

An Agency Small Business Utilization Pool (SBUP) will be established for the Contract. The SBUP will be comprised of of the Contractor's total monthly invoice (excluding any APC and IUP amounts).

The Small Business Retainage Pool () will be reviewed and evaluated against the originally proposed Contractor Subcontracting Plan goals, and will be evaluated at the total Small Business category goal and result level, not at the individual SB subcategories, provided that not more than one SB subcategory goal is missed by Contractor during the annual review periods.

The Contractor shall include the self-assessment results for the annual SBUP category as part of its MA-07 report for the month of October. If the SBUP SLA is missed over the 12 month evaluation period, the cumulative annual impact of a retainage will be calculated and applied by the NASA I3P Business Office against the Contractor net monthly invoice for the last month of the month of the SBUP reporting period (ie: October)

Any Contractor requests for waivers under the SBUP SLA category will be submitted as soon as possible in accordance with the ACES SLA Waiver procedures. Waiver requests will be reviewed and either approved, denied, or clarified by the NASA End User Service Executive (EUSE) within ten (10) business days of receipt.

2.5 Contractor-Defined Metrics

The Contractor shall define, calculate, and report Contractor-Defined Metrics to the Agency and each Center on a monthly or quarterly basis. The frequency of these reports (i.e., monthly or quarterly) will be at the Contractor's discretion. The Contractor shall provide to the Government a table for each Contractor-Defined Metric that documents the metric's definition, time applicability, expectation, Performance Standard, measurement method and data sources, frequency, calculation formula, and proposed incentives and disincentives, and exceptions and exclusions.

Attachment I-26
LEGACY COMPUTE SEAT REFRESH ACCELERATION SCHEDULE

Proposed Language for Contract Modification

Legacy Compute Seat Refresh true-up

September 13, 2013

1. This agreement shall ensure that beginning with the October 2013 Legacy Compute Seat Refresh deployment schedule, HPES and NASA agree that NASA can place and HPES will accept seat orders In conformance with the agreed to numbers in the Planned Deployment Schedule Table below.

Table: Planned Deployment Schedule Table

Planned Deployment Schedule Table												
	NHQ	GSFC	KSC	DFRC	NSSC	SSC	GRC	MSFC	ARC	JSC	LaRC	Totals
Oct-13**	10	100	140	-	51	41	60	203	41	241	81	968
Nov-13**	30	125	100	-	41	27	80	200	53	350	88	1094
Dec-13**	23	100	50	-	30	14	40	100	27	300	50	734
Jan-14	80	200	150	-		97	90	150	30	300	130	1227
Feb-14	60	200	150	-		97	100	210	49	300	130	1296
Mar-14	125	250	150	-		97	135	210		300	130	1397
Apr-14	125	250	150	-		86	135	210		300	130	1386
May-14	127	250	150	-			* residual	210		300		1037
Total Proposed Numbers	580	1475	1040	0	122	459	640	1493	200	2391	739	9139

*=analysis may be required to re-baseline for May completion

**= Fee and LRSA are waived for these months. October will be best effort based on orders submitted by 9 August 2013

- This does not include approximately 400 Mac systems that will be added in support of the invoice cleanup activity
- This data is current as of September 12, 2013
- The schedule will be reviewed monthly and updated as necessary to meet our completion goal of May 2014

2. The ordering schedule for October 2013 through May 2014 is listed below in paragraph (l).

NASA and HPES have been involved in lengthy discussions to establish a Legacy Compute Seat Refresh deployment process that will remove all XP systems (regardless of whether the device is an ACES or ODIN seat) no later than March 31, 2014, and to remove all ODIN Legacy systems from the NASA environment no later than May 31, 2014. Success of this plan is dependent on NASA ordering the

Attachment I-26
LEGACY COMPUTE SEAT REFRESH ACCELERATION SCHEDULE

agreed to number of seats and permitting the deployment of those seats at the agreed to scheduled date and HPES ability to deliver to the equipment and execute the deployment.

The End User Service Office and HPES have jointly developed the following assumptions and business rules that are applicable to all parties:

- a. NASA and HPES share a goal to complete the Legacy Compute Seat Refreshes at all NASA Centers no later than 31 May 2014.
- b. NASA and HP share the goal that XP systems shall be removed from the NASA environment no later than 31 March 2014 from all NASA Centers.
- c. NASA and HPES shall schedule eligible seats first. Once all eligible seats have been scheduled, those closest to their eligibility date will be scheduled next. HPES will not charge for seats that are refreshed prior to 36 months age in meeting this scheduling practice.
- d. All XP systems are eligible for refresh regardless of deployment date.
- e. NASA Centers shall commit to a specific number of seats that will be scheduled for refresh in the months of October through May 2014. This number will be jointly agreed to by NASA and HPES as part of this modification and reflected in the Planned Deployment Schedule Table. Each month, starting in September, NASA and HPES will meet on the Wednesday following the first Friday of the month (due date for orders) to understand the impacts of missed seats orders and missed deployments. The commitment number for deployments for future months will be adjusted jointly to accommodate the variance in the schedule to date-that variance is expected to be no more/less than 10% monthly in an attempt to normalize the deployments. This will enable HPES to ensure adequate labor resources and inventories are available to complete the refresh of legacy seats by the end of May 2014. The schedule will be reviewed and adjusted with the variance monthly and updated as necessary to meet our completion goal of May 2014.
- f. HPES shall be at risk of up to [REDACTED] retainage for LRSA based on the current calculation formula found in Attachment I-3 Retainage Pool and Metrics used today for calculating LRSA accountability. (Number of successfully deployed seats / number of planned seats. See "Planned Deployment Schedule Table").
- g. NASA Centers shall be at risk of incurring a rescheduling fee in the amount of [REDACTED] per seat for:
 - a. Short orders - a Center's order is less than the Planned Deployment schedule threshold; or
 - b. For each instance of a missed deployment as documented as an Error Code as documented in Table 1.2 below (Codes DepN 200-299) that is not resolved within the month for which the seat was ordered; and
 - c. Rejection error counts/quantity percentage exceeds [REDACTED] of the agreed upon number for a given month (based on Table 1 Planned Deployment Schedule Table)

NASA and HPES will follow the agreed to process identified in EUSO SDP for conducting roundtables and reporting status on the weekly EUSO Deployment call.

- h. There shall be no fee for Centers whereby the cause of a short order is caused by the quality of the IT-04 data from which the Center uses to place and schedule a monthly order. These issues shall be documented using the error codes as documented in Table 1.1 (Codes Depl 01-99).

Attachment I-26
LEGACY COMPUTE SEAT REFRESH ACCELERATION SCHEDULE

- i. The LRSA metric for HPES and the order reschedule fee for NASA will be based off the agreed upon numbers (originally proposed or mutually agreed updates) provided in the “Planned Deployment Schedule Table” at the Center level.
 - a. IE: If Center “X” commitment was 100 seats for a specific month. Both HPES and NASA are allowed to miss three deployments before the retainage or rescheduling fee applies.
 - b. If either party is responsible for four failed deployments the metric applies.
 - c. If there are six failed deployments in a specific month with three attributed to HPES and three attributed to NASA neither party will be assessed a retainage or rescheduling fee.

- j. The agreed upon failed deployment codes are listed below:

Table 1.0	LRSA Retainage Metric Applies to HPES	
HPES Codes	Description	Description
DepH 101	ACES asset does not match BOT order	Information of new ACES asset delivered does not match BOT order when tech arrives for refresh
DepH 102	HPES reschedule	Scheduled refresh appointment changed due to HPES conflict
DepH 103	Migration failed	Technician unable to complete data migration after a minimum of 3 attempts
DepH 104	Migration still in progress	Refresh not yet complete due to data migration still in process
DepH 105	ACES seat not delivered	Seat does not arrive prior to schedule refresh appointment
DepH 199	Miscellaneous HPES issue	Failures that fall outside of listed error codes that HPES is responsible for

Table 1.1	No Retainage or Center Rescheduling Fee Applies	
Both	Description	Description
DepI 001	Legacy asset does not match BOT order; requires investigation*	Investigation required to determine cause of BOT order and legacy asset information not matching
DepI 099	Miscellaneous HPES/NASA issues	Failures that fall outside of listed error codes that HPES and NASA is responsible for

Table 1.2	Rescheduling Fee Metric Applies to NASA	
NASA Codes	Description	Quantity
DepN 200	Legacy asset does not match BOT order; requires investigation	Information submitted on BOT does not match current asset information when tech arrives for refresh

Attachment I-26
LEGACY COMPUTE SEAT REFRESH ACCELERATION SCHEDULE

DepN 201	No access	Failure where technician arrives to do refresh and unable to gain physical access to machine being refreshed
DepN 202	No Legacy seat present	Failure where technician arrives to do refresh and machine being refreshed not present.
DepN 203	User not present	Failure where technician arrives to do refresh and user not present or leaves before refresh completed
DepN 204	Used refused seat	Failure where technician arrives to do refresh and user refuses new seat
DepN 205	User reschedules	Failure where technician arrives to do refresh and user requests to re-schedule refresh at a later date
DEpN 206	Wrong user location provided	Failure where technician arrives to do refresh at user location submitted on BOT and discovers location information incorrect
DepN 207	User already deployed ACES seat	Failure where technician arrives to do refresh and legacy machine not present due to already being refreshed
DepN 208	Legacy seat de-subscribed	Failure where technician arrives to do refresh and legacy machine not present due to de-subscribe
DepN 209	No escort provided	Failure where technician arrives to do refresh and unable to gain physical access in secure areas for machine being refreshed
DepN 210	User logged into Legacy system	Failure where technician arrives to do refresh and legacy machine logged into with user not present
DEpN 299	Miscellaneous NASA issue	Failures that fall outside of listed error codes that NASA is responsible for

Note: Each day's deployments shall be reviewed at the daily round table meetings attended by both NASA and HPES center personnel. If there is disagreement on the applied failed deployment code then the issue should be elevated to the EUSO and HPES to resolve. The Center SME should elevate NLT 24 hours after local personnel (center NASA & HPES) realize they are at an impasse.

- k. NASA Centers will place their monthly seats orders no later than the first Friday of each month.
 - a. Oct 2013 seat orders Orders placed August 2, 2013,
Augmented order placed Aug 9, 2013
 - b. Nov 2013 seat orders Due NLT September 6, 2013
 - c. Dec 2013 seat orders Due NLT October 4, 2013
 - d. Jan 2014 seat orders Due NLT November 1, 2013
 - e. Feb 2014 seat orders Due NLT December 6, 2013
 - f. Mar 2014 seat orders Due NLT January 3, 2014
 - g. Apr 2014 seat orders Due NLT February 7, 2014
 - h. May 2014 seat orders Due NLT March 7, 2014

Attachment I-26

LEGACY COMPUTE SEAT REFRESH ACCELERATION SCHEDULE

- I. Seat deployments are tied to the number of systems agreed to in the “Planned Deployment Schedule Table” located on page 1 of this attachment, and are NOT tied to a specific user.

Phase-In Plan (DRD MA-03)

DRD-EPO-0115 / Version 3.2 / 23 MAR 2012



Table 10: Center Deployment Plan and Schedule – November 2012 – April 2014

NASA ACES Compute Seat Deployment Schedule							Combo Schedule					
	NHQ	GSFC	KSC	DFRC	NSSC	SSC	GRC	MSFC	ARC	JSC	LaRC	Totals
Total Seats	2430	4811	5304	1210	560	1503	3282	6781	2253	11660	3090	42884
Actual to Date thru Feb-12	230	567	577	1113	65	57	186	378	33	27	8	3,241
Nov-12	50	100	100	0	0	0	150	100	50	500	50	1,100
Dec-12	50	100	100	0	0	0	50	100	30	350	50	830
Jan-13	90	120	100	0	20	20	150	200	74	600	120	1,494
Feb-13	90	150	100	0	20	30	169	200	80	700	200	1,739
Mar-13	120	150	100	0	20	27	100	200	90	700	160	1,667
Apr-13	120	150	110	0	20	20	100	250	90	524	160	1,544
May-13	120	150	110	0	0	0	100	250	90	500	160	1,480
Jun-13	100	150	103	0	0	0	100	250	90	500	152	1,445
Jul-13	100	150	100	0	0	0	100	228	80	500	150	1,408
Aug-13	100	150	100	0	0	0	100	240	80	500	150	1,420
Sep-13	98	150	100	0	0	0	91	200	80	500	100	1,319
Oct-13												
Nov-13												
Dec-13												
Jan-14												
Feb-14												
Mar-14												
Apr-14												

*Revised Deployment Schedule for the period of October 2013 through May 2014 are found in Attachment I-26 "Legacy Compute Seat Refresh Acceleration Schedule". (Mod 200)

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