**RFP# 202102021 – eProcurement Solutions and Services**

**Model - Service Level Agreement (SLA)**

Consistent with Section \_\_\_ of the Agreement, \_\_\_, as used in this Exhibit \_\_\_, unless the context requires otherwise, (a) “including” (and any of its derivative forms) means including but not limited to, (b) “may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something, (c) “will,” “must” and “shall” are expressions of command, not merely expressions of future intent or expectation, (d) “or” shall not be exclusive, (e).words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine, and (f) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision.

This Exhibit establishes a starting point in a Service Level Agreement which may be further refined in negotiations to establish agreements with individual Participating Entities.

# Service Level Agreement

Below are the performance specifications for the Service Level Agreement (SLA) to be established between the Contractor and the State that are applicable to the Solution components and Services elements. It contains the tables and descriptions that provide the State’s framework, requirements relating to service level commitments, and the implications of meeting versus failing to meet the requirements and objectives, as applicable.

The mechanism set out herein will be implemented to manage the Contractor’s performance against each Service Level and to monitor the overall performance of the Contractor in delivery of the Service.

The Contractor is required to comply with the following performance management and reporting mechanisms for all Services within the scope of this RFP and will provide these reports to the State as stipulated in the Section 4.3 and 4.4 below.

**Service Level Specific Performance** – Agreed upon specific Service Levels to measure the performance of specific Services or Service Elements. Service Levels are linked to Service Credits or Monetary Credits due to the State or to incent Contractor performance.

* 1. ***Service Level Specific Performance Credits***

Each Service Level (SL) will be measured using a “Green-Yellow-Red” traffic light mechanism (the “Individual SL GYR State”), with “Green” representing the highest level of performance and “Red” representing the lowest level of performance. A Performance Credit will be due to the State

* For Project Implementation Service Levels (Section 4.6.1): When a specific Individual SL GYR State falls in the “Red” state.
* For Project & Other Services Service Levels (Section 4.6.2): When a specific Individual SL GYR State falls in the “Red” state.

At the discretion of the State, if a specific individual GYR state falls in the “Yellow” state, a Performance Credit may be due. The amount of the Performance Credit for each SLA will be based on the Individual SL GYR State. Further, the amounts of the Performance Credits will, in certain cases, increase where they are imposed in consecutive months. With the exception of recidivism, should an issue invoke multiple SLAs, COVA will select a single SLA to determine applicable Performance Credits.

Set forth below is a table summarizing the monthly Performance Credits for each SL.

All amounts set forth below that are contained in a row pertaining to the “Yellow” or “Red” GYR State, represent Performance Credit amounts.

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| Individual SL GYR State | Initial OccurrencePerformance Credit | Consecutive OccurrencePerformance Credit |
| Red | 1.5% of MIA | 2.25% of MIA |
| Yellow | 0.75% of MIA | 1.13% of MIA |
| Green | None | None |

**Table 1 – SLA Performance Credits**

***4.1.1 – Monthly Invoiced Amount at risk***

The Contractor agrees that in each month of the Contract, on a per SL basis, 15% of the monthly invoiced amount (MIA) associated with the Contract will be at risk. The MIA are the charges for the Services provided during a given month. If there is no invoice for the period being measured, then the MIA equivalent value will be the annual cost divided by 12. The MIA associated with the Contract will be at risk for failure to meet the Service Levels set forth in the Contract. In the event of a Consecutive Failure to meet the same Service Level, the Consecutive Occurrence figure in the table above will apply. A “Consecutive Failure” means a failure to meet the same Service Level with the same root cause for two or more consecutive months.

***4.1.2 – Agreement on SL issues***

Once an SL issue has been mutually agreed to be addressed in a specific Release, Schedule or Roadmap then the State may consider allowing the Contractor to remove the issue from the determination of the individual SL GYR state.

In addition, Contractor will not be deemed to have triggered a Service Level, and Service Credits will not apply, if the cause of the issue is due to the actions of the State or Application Users or by an unsupported browser/ setting. Contractor will include in the Monthly Service Level Report any such instances of Service Levels being triggered or not met due to the actions of the State or Application Users or due to an unsupported browser related issue.

***4.1.3 – Burn-in Period***

The first sixty (60) calendar days after the go-live date of each module of the Solution will be considered a “Burn-in Period” during which time the Service Levels will be measured and reported by the Contractor, but failure to meet any Service Level will not result in any Performance Credits being accrued and will not be considered as part of the Overall SL Score determination as described in Section 4.2. However, the State may still initiate the mandatory escalation procedures set forth in Section 4.5 at its discretion. In addition, Contractor may propose changes or refinements to Service Levels at any time prior to the expiration of the Burn-in Period based on actual Service Level performance, which the State will consider in good faith, provided that any proposal by the Supplier to reduce Service Level performance must be accompanied by evidence demonstrating that the Service Level is commercially unreasonable.

***4.1.4 – Performance Credit True-up***

On a quarterly basis, there will be a “true-up” at which time the total amount of Performance Credits, as Monetary Credits and Service Credits, will be calculated (the “Net Amounts”). The Monetary Credits Net Amount may be used by the State as a set off against any current or future fees owed by the State to the Contractor. The Service Credits Net Amount will be accumulated and can be used to set off the costs for any future work and/or out-of-scope service requested by the State. The State may, at any time, require any portion of the accumulated Service Credits Net Amount to be converted to Monetary Credits. It will be at the State’s discretion whether a Performance Credit will be accepted in the form of a Service Credit or Monetary Credit.

* 1. ***Post-Implementation (Steady State) Overall Contract Performance***

In addition to the service specific performance credits, on a monthly basis, an overall SL score (the “Overall SL Score”) will be determined as a count of the number of RED SLs for the reported month.

When the Overall SL Score reaches a threshold of 5 RED SLs, the mandatory escalation procedures outlined in Section 4.5 of this exhibit may be initiated to restore acceptable Service Levels. If a successful resolution is not reached, then the State may initiate termination procedures as specified in the Master Agreement, if:

The overall SL score reaches a threshold of 5 RED SLs over a period of 3 consecutive months, or for a total of 4 months over any 12-month period.

**The Overall Contract Performance and Service Level Performance Credits will not constitute the State’s exclusive remedy to resolving performance issues. The State retains the right to terminate or to seek other remedies for performance under the terms of this Contract.**

* 1. ***Contractor Service Levels Management***

The Contractor must implement and utilize measurement and monitoring tools and metrics as well as standard reporting procedures to measure, monitor and report the Contractor's performance of the Services against the applicable Service Level Specific Performance plus the Overall Performance Score – all of which to be subject to State approval. The Contractor must provide the State designated staff with access at all times to the Contractor’s on-line databases (the Contractor’s issue tracking system) containing up-to-date information regarding the status of service problems, service requests and user inquiries. The Contractor also will provide to States satisfaction information and access to the measurement and monitoring reports and procedures utilized by the Contractor for purposes of verification. The State will not be required to pay for such measurement and monitoring tools, or the resource utilization associated with their use. Within one month after Contract Award, the Contractor must provide to the State proposed Service Level report formats, for State approval. In addition, the State may identify a number of additional Service Level reports to be generated by the Contractor and delivered to the State on an ad hoc or periodic basis. Generally, the Contractor tools must provide a number of standard reports and the capability to provide real-time ad hoc queries by the State. Additionally, other periodic reports (i.e., those other than the standard ones included in the tools) will be provided upon request if they do not require a major commitment of resources or disruption of the efficient performance of the services. Such additional reports will be electronically generated by the Contractor and provided as part of the Services and at no additional charge to the State. To the extent possible, all reports will be provided to the State on-line in web-enabled format and the information contained therein will be capable of being displayed graphically.

* 1. ***Monthly Service Level Report***

On a monthly basis, the Contractor will provide a written report (the “Monthly Service Level Report”) to the State which includes the following information: (i) the Contractor’s quantitative performance for each Service Level; (ii) each Individual SL GYR State; (iii) the Overall SL Score (Post-Implementation only); (iv) the amount of any monthly Performance Credit for each Service Level; (v) the year-to-date total Performance Credit balance (Service Credit and Monetary Credit values) for each Service Level and overall; (vi) a “Root-Cause Analysis” and corrective action plan with respect to any Service Levels where the Individual SL GYR State was not “Green” during the preceding month; and (vi) trend or statistical analysis with respect to each Service Level as requested by the State . The Monthly Service Level Report must always include the values listed for the current month and prior 5 months and it will be due no later than the tenth (10th) calendar day of the following month.

**Failure to report performance for any SL or not providing root cause analysis information for any SL with a non-Green Individual SL GYR State may result in the State considering the overall performance of the Contractor to be in a Red State for that reporting period.**

* 1. **Escalation for Repetitive Service Level Failures**

The State may escalate repetitive service level failure to the Contractor’s Executive Management representative or the equivalent position.

* 1. ***Service Levels Requirements***

The Contractor must meet the Service Level Commitment for each Service Level set forth in the sections below.

* + 1. Project Implementation Service Levels

The following Service Level Agreements will be effective upon contract execution for implementation of any functionality throughout the full term of the contract and are detailed in the tables below:

1. Deliverable and Work Product Submission Acceptance
2. UAT Severity 1 Issues Resolution – Mean Time to Repair
3. UAT Severity 2 Issues Resolution – Mean Time to Repair
4. UAT Severity 3 Issues Resolution – Mean Time to Repair
5. UAT Environment Availability
6. UAT Readiness
7. UAT Issue Resolution Quality - Recidivism Rate

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| **Project Implementation Service Level Agreement: Deliverable and Work Product Submission Acceptance** |
| Acceptance of Contractor deliverables and work products will be based on the Deliverable Acceptance Document. The Contractor must provide deliverables and work products to the State in keeping with agreed levels of completeness, content quality, content topic coverage, delivery schedule, and otherwise achieve the agreed purpose of the deliverable between the State and the Contractor. The deliverables and work products contained in the agreement and agreed to during on-going contracted services will represent the minimum set of expected deliverables and work products.  |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Monthly, During Contract | Weekly Project Status Report | Weekly | % Submission Acceptance (Expressed as %) = Total Submissions Both Delivered on Schedule and Accepted (Deliverables + Work Products)divided by Total Scheduled Submissions (Deliverables + Work Products) | **> 85%** | **> 80% and <= 85%** | **<= 80%** |

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| **Project Implementation Service Level Agreement: UAT Severity 1 Issues Resolution – Mean Time to Repair**  |
| Resolution of eProcurement Solution issues identified as part of User Acceptance Testing (UAT).This Service Level begins upon first migration of Solution functionality into the User Acceptance environment.The State shall, in consultation with the Contractor, determine the Severity of each issue identified during UAT. Formal declaration of the Severity of each UAT issue to the Contractor will be made by the State’s Project Manager.**Prioritization:** An Issue shall be categorized as "Severity 1" if the issue will prevent the State from authorizing Production migration of the associated functionality or module. Typical characteristics of Severity 1 issues are situations that would prohibit the execution of productive work for a group(s) performing a critical business function. Examples include, but are not limited to:- Procurement transactions cannot be completed.- Procurement transactions can be completed but have incomplete and/or inaccurate data/information.- Procurement transactions would be transmitted to a Supplier with inaccurate or incomplete data/information.- Suppliers are unable to securely interact with the Solution (e.g. Registration, On-line Bid/RFP Response submission)- Processes would produce an inaccurate or incomplete public procurement record**Measurement**: Issue "Time to Repair" will be measured from the time the State reports the issue as Severity 1 to the point in time the Contractor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the functionality to move to Production, but still need the issue resolved at a lower Severity. In these circumstances, the State will consider the associated Severity 1 issue resolved and the Contractor will establish a new issue at the State determined Severity for management and tracking.The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time in business days (expressed as a decimal number, to two positions after the decimal point, that reflects the hours and minutes) of all resolved Severity 1 UAT issues to determine the statistical mean. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System | Per Issue | Mean Time to Repair (Severity 1 Issues) = (Total elapsed business days for all resolved Severity 1 Issues)divided by (Total number of all resolved Severity 1 Issues) | **<= 5 days** | **> 5 days and** **<= 7 days** | **> 7 days** |

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| **Project Implementation Service Level Agreement: UAT Severity 2 Issues Resolution – Mean Time to Repair**  |
| Prompt resolution of eProcurement Solution issues identified as part of User Acceptance Testing (UAT).This Service Level begins upon first migration of Solution functionality into the User Acceptance environment.The State shall, in consultation with the Contractor, determine the Severity of each issue identified during UAT. Formal declaration of the Severity of each UAT issue to the Contractor will be made by the State’s Project Manager.**Prioritization**: An issue shall be categorized as "Severity 2" if the issue will prevent the State from authorizing Production access to the associated functionality via a limited deployment and not at an enterprise level (e.g. a dark launch restricted to a subset of users prior to full release). Typical characteristics of Severity 2 issues are situations that require restricted functionality access in a tightly controlled user environment to limit the risk of prohibited execution of productive work for a group(s) performing a critical business function. Examples include, but are not limited to:- Basic procurement transactions can be completed, but extended use of the functionality has high likelihood of encountering problems completing transactions or may cause data/information inaccuracies.- Complicated workarounds are required to use the functionality, increasing the likelihood of user error and/or confusion.- Entity specific configuration cannot be sufficiently completed to permit deployment.- Supplier access to Solicitations restricts ability to submit questions.- Extended use of the functionality has high likelihood of causing non-compliance with Procurement policy.**Measurement:** Issue "Time to Repair" will be measured from the time the State reports the issue as Severity 2 to the point in time the Contractor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the functionality to move to Production, but still need the issue resolved at a lower Severity. In these circumstances, the State will consider the associated Severity 2 issue resolved and the Contractor will establish a new issue at the State determined Severity for management and tracking.The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time in business days (expressed as a decimal number, to two positions after the decimal point, that reflects the hours and minutes) of all resolved Severity 2 UAT issues to determine the statistical mean. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System | Per Issue | Mean Time to Repair (Severity 2 Issues) = (Total elapsed business days for all resolved Severity 2 Issues)divided by (Total number of all resolved Severity 2 Issues) | **<= 10 days** | **> 10 daysand** **<= 15 days** | **> 15 days** |

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| **Project Implementation Service Level Agreement: UAT Severity 3 Issues Resolution – Mean Time to Repair**  |
| Prompt resolution of eProcurement Solution issues identified as part of Contractor System/Unit Testing and/or User Acceptance Testing (UAT).This Service Level begins upon first migration of Solution functionality into the User Acceptance environment.The State shall, in consultation with the Contractor, determine the Severity of each issue identified during UAT. Formal declaration of the Severity of each UAT issue to the Contractor will be made by the State’s Project Manager.**Prioritization:** An Issue shall be categorized as "Severity 3" if the issue will result in the State limiting Entity and/or Supplier use of or access to components/features of the associated functionality.  Typical characteristics of Severity 3 issues are situations that would have adverse effect on the rollout, adoption and training of the functionality. Examples include, but are not limited to:- Procurement transactions can be completed but access to the component/feature will cause transaction errors.- Processing transactions produces system on-screen messages that are inaccurate or are not understandable.- Workarounds are not available to permit use a specific component/feature of the functionality.- Workarounds are sufficiently complicated that functionality component/feature access has to be limited Entity procurement staff.- Supplier use will result in significant number of support calls.**Measurement:** Issue "Time to Repair" will be measured from the time the State reports the issue as Severity 3 to the point in time the Contractor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the functionality to move to Production, but still need the issue resolved at a lower Severity. In these circumstances, the State will consider the associated Severity 3 issue resolved and the Contractor will establish a new issue at the State determined Severity for management and tracking.The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time in business days (expressed as a decimal number, to two positions after the decimal point, that reflects the hours and minutes) of all resolved Severity 3 UAT issues to determine the statistical mean. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System | Per Issue | Mean Time to Repair (Severity 3 Issues) = (Total elapsed business days for all resolved Severity 3 Issues)divided by (Total number of all resolved Severity 3 Issues) | **<= 20 days** | **> 20 days and****<= 40 days** | **> 40 days** |

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| **Project Implementation Service Level Agreement: UAT Environment Availability** |
| eProcurement Solution UAT Environment is available to State users for scheduled UAT activities.UAT Environment availability means access to the UAT functionality being tested is enabled such that users can log in and test scripts can be executed. **Measurement:** This Service Level will be calculated for those elements of the Solution that are directly in the Contractor’s scope and will be based on solution access from the end-user community desktop to the ability to process transactions to the eProcurement Solution database. While access is dependent on State-provided infrastructure, the expectation is that the Contractor will implement operational processes, instrumentation, monitoring and controls that validate availability of eProcurement Solution UAT components to the State end-users in a manner that distinguishes State infrastructure from Contractor in-scope Solution components. If, in determination of the root cause of an “unavailable” condition, or the outage of State provided Infrastructure is the cause of the condition, the Contractor shall be excused from those outages that arise from such a condition, unless the outage is a direct result of a Contractor created situation. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Monthly Service Report | Continuous, 24 hours a day | UAT Environment Availability (Expressed as %) =(Total Environment Scheduled Uptime – Total Environment Unscheduled Outages) divided by (Total Environment Uptime) | **>= 95.0%** | **< 95.0% and** **> 90.0%** | **<= 90.0%** |

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| **Project Implementation Service Level Agreement: UAT Readiness** |
| eProcurement Solution User Acceptance Test preparations are complete for scheduled UAT activities.UAT Readiness means that Test Scripts are provided to the State on time and that the functionality to be tested is migrated to the UAT environment on time, as set forth in the Implementation Plan.**Measurement:** Monitoring compliance will be determined by tracking the following key performance indicators (KPIs):- Submission of Test Scripts: the number of business days prior to the scheduled migration date of the associated UAT release that test scripts are submitted to the State. The baseline is 10 business days.- On-time Migration of UAT functionality: the number of business days after the scheduled UAT release migration date that the release is migrated to the UAT environment. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Monthly Service Report | Each UAT release migration | UAT Readiness (Expressed in Business Days) = the greater value of the following two calculations:10 - (UAT Release Scheduled Date - Test Script Submission Date)OR(Actual UAT Release Migration Date - Scheduled UAT Release Migration Date) | **<= 3 day** | **> 3 day and <= 5 days** | **> 5 days** |

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| **Project Implementation Service Levels: UAT Issue Resolution Quality - Recidivism Rate** |
| Resolved Severity 1, 2 and 3 UAT issues affecting the eProcurement Solution do not reoccur or cause other issues as a result of the resolution to the root cause of the Issue.Monitoring compliance will be determined by tracking the following key performance indicator (KPI):- Issue Recidivism tracking: the number of closed Severity 1, 2 or 3 issues that reoccur and the number of new issues caused by resolution of a Severity 1, 2 and 3 issue.**Measurement:** Recidivism Rate will assess the number of recidivism occurrences in a month to the number of corresponding Severity 1, 2 and 3 issues in the same month. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System Report | Per Issue | Recidivism Rate (Expressed as %) = Total Number of Recidivism Occurrences divided by Total number of Resolved Severity 1, 2 and 3 Issues | **<= 1%** | **> 1% and <= 3%** | **>3%** |

* + 1. Project & Other Services Service Levels

The following Service Level Agreements will be effective at the initial deployment of functionality and are detailed in the tables below:

1. Issue Resolution – Mean Time to Repair (Severity 1 Issues)
2. Issue Resolution – Mean Time to Repair (Severity 2 Issues)
3. Issue Resolution – Mean Time to Repair (Severity 3 Issues)
4. Issue Resolution Quality - Recidivism Rate
5. Service Availability – Solution Component/Application Availability
6. Solution Performance and Responsiveness
7. Security Compliance
8. Service Request Responsiveness
9. Catalog Onboarding/Maintenance Services
10. External Sources Onboarding Services

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|  **Project & Other Services Service Levels: Issue Resolution – Mean Time to Repair (Severity 1 Issues)** |
| Prompt resolution of eProcurement Solution Severity 1 issues that impact State processing and processes.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.The State shall, in consultation with the Contractor, determine the Severity of each issue. Formal declaration of the Severity of each issue to the Contractor will be made by the State’s Project Manager.Prioritization: An Issue shall be categorized as a “Severity 1 Issue” if the issue is characterized by the following attributes. The Issue: - renders a business critical System, Service, Software, Equipment or network component un-Available, substantially un-Available or seriously impacts normal business operations, in each case prohibiting the execution of productive work, or - affects either a group or groups of people performing a critical business function, or- causes violation of Procurement policy, regulation or law thereby placing the procurement action at risk of audit and/or legal action.Measurement: Issue "Time to Repair" will be measured from the time the State reports the issue as Severity 1 to the point in time the Contractor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the resolution to move to Production, but still need the issue resolved at a lower Severity. In these circumstances, the State will consider the associated Severity 1 issue resolved and the Contractor will establish a new issue at the State determined Severity for management and tracking.The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time (expressed as a decimal number, to two positions after the decimal point, that reflects the hours and minutes) of all resolved Severity 1 issues to determine the statistical mean. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System | Per Issue | Mean Time to Repair (Severity 1 Issues) (Expressed in hours) = (Total elapsed time for all resolved Severity 1 Issues) divided by (Total number of all resolved Severity 1 Issues) | **<= 24 hours** | **> 24 hours and <= 48 hours** | **> 48 hours** |

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|  **Project & Other Services Service Levels: Issue Resolution – Mean Time to Repair (Severity 2 Issues)** |
| Prompt resolution of eProcurement Solution Severity 2 issues that impact State processing and processes.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.The State shall, in consultation with the Contractor, determine the Severity of each issue. Formal declaration of the Severity of each issue to the Contractor will be made by the State’s Project Manager.**Prioritization:** An Issue shall be categorized as a “Severity 2 Issue” if the issue is characterized by the following attributes. The Issue: - does not render a business critical System, Service, Software, Equipment or network component un-Available, substantially un-Available but a function or functions are not Available, substantially un-Available or functioning as it/they should, and- affects either a group or groups of people performing a critical business function State.**Measurement**: Issue "Time to Repair" will be measured from the time the Commonwealth reports the issue as Severity 2 to the point in time the Contractor provides either a resolution or workaround to the Commonwealth for verification and acceptance. In the case where the resolution or workaround is determined by the Commonwealth to be unacceptable, the tracking of the "Time to Repair" will recommence at the time the Commonwealth reports the unacceptability.In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the resolution to move to Production, but still need the issue resolved at a lower Severity. In these circumstances, the State will consider the associated Severity 2 issue resolved and the Contractor will establish a new issue at the State determined Severity for management and tracking.The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time (expressed as a decimal number, to two positions after the decimal point, that reflects the hours and minutes) of all resolved Severity 2 issues to determine the statistical mean. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System | Per Issue | Mean Time to Repair (Severity 2 Issues) (Expressed in hours) = (Total elapsed time for all resolved Severity 2 Issues) divided by (Total number of all resolved Severity 2 Issues) | **<= 48 hours** | **> 48 hours and** **<= 72 hours** | **> 72 hours** |

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| **Project & Other Services Service Levels: Issue Resolution – Mean Time to Repair (Severity 3 Issues)** |
| Prompt resolution of eProcurement Solution Severity 3 issues that impact State processing and processes.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.The State shall, in consultation with the Contractor, determine the Severity of each issue. Formal declaration of the Severity of each issue to the Contractor will be made by the State’s Project Manager.**Prioritization:** An Issue shall be categorized as a “Severity 3 Issue” if the issue is characterized by the following attributes: the Issue causes a group of people to be unable to access or use a System, Service, Software, Equipment or network component or a key feature thereof, and a workaround acceptable to the State is not available, but does not prohibit the execution of productive work.**Measurement:** Issue "Time to Repair" will be measured from the time the State reports the issue as Severity 3 to the point in time the Contractor provides either a resolution or workaround to the State for verification and acceptance. In the case where the resolution or workaround is determined by the State to be unacceptable the tracking of the "Time to Repair" will recommence at the time the State reports the unacceptability. In the case of a workaround, the State may accept the workaround as a short-term solution, allowing the resolution to move to Production, but still need the issue resolved at a lower Severity. In these circumstances, the State will consider the associated Severity 3 issue resolved and the Contractor will establish a new issue at the State determined Severity for management and tracking.The "Mean Time to Repair" for the reporting month will be measured by assessing the elapsed time in business days (expressed as a decimal number, to two positions after the decimal point, that reflects the hours and minutes) of all resolved Severity 3 issues to determine the statistical mean. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management Sytem | Per Issue | Mean Time to Repair (Severity 3 Issues) (Expressed in business days) = (Total elapsed time for all resolved Severity 3 Issues) divided by (Total number of all resolved Severity 3 Issues) | **<= 10 days** | **> 10 days and** **<=30 days** | **> 30 days** |

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| **Project & Other Services Service Levels: Issue Resolution Quality - Recidivism Rate** |
| Resolved Severity 1, 2 and 3 Production issues affecting the eProcurement Solution do not reoccur or cause other issues as a result of the resolution to the root cause of the Issue.Monitoring compliance will be determined by tracking the following key performance indicator (KPI):- Issue Recidivism is defined as * Closed Severity 1 or 2 issues that reoccur due to the same root cause, and
* New issues Severity 1 or 2 issues caused by resolution of a separate Severity 1, 2, or 3 issue.

**Measurement:** Recidivism Count will be the number of recidivism issue occurrences in the measurement period. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Issue Management System Report | Per Issue | Count of Recidivism Issue Occurrences | **<= 0** | **> 1 and <= 3** | **> 5** |

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| **Project & Other Services Service Levels: Service Availability – Solution Component/Application Availability** |
| All eProcurement Solution components are Available to All State Users for All Business Functions to Support Critical Procurement Processes.This Service Level does not apply to those elements of the Solution that are not directly in the Contractor’s scope (e.g. State Finance System, Punchouts, API, Web Services).This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.**Definition:** Solution Component/Application Availability means access to each Solution component in the production system is enabled such that users can login and business transactions can be executed. While access is dependent on State-provided infrastructure, the expectation is that the Contractor will implement operational processes, instrumentation, monitoring and controls that validate availability of eProcurement Solution components to the State end-users and Suppliers in a manner that distinguishes State infrastructure from Contractor in-scope Solution components. If, in determination of the root cause of an “unavailable” condition, or the outage of State provided Infrastructure is the cause of the condition, the Contractor shall be excused from those outages that arise from such a condition, unless the outage is a direct result of a Contractor created situation.The SLA will be calculated for the Solution Components/Applications and Service Elements. The measurement will be made using a monitoring service or tool that is acceptable to the State and is external to the Contractor’s and State’s networks to measure the ability to process transactions to the eProcurement Solution database. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month | Monthly Service Report | Continuous, 24 hours a day | Application Availability (Expressed as %) = (Total Component/Application Scheduled Uptime – Total Application Unscheduled Outages)divided by(Total Application Scheduled Uptime) | **Production Environment>=99.8 %** | **Production Environment< 99.8% and** **>= 99.5%** | **Production Environment< 99.5%** |

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| **Project & Other Services Service Levels: Solution Performance and Responsiveness** |
| The eProcurement Solution performs within mutually agreed defined norms. The end user experience meets performance and responsive requirements and scheduled jobs, processes and reports execute within the established job schedule.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.**Definition:** Solution Performance and Responsiveness will be based upon a mutually agreed set of key service elements performance based on a mutually agreed statistically valid sample of 3 common transactions/jobs in each Solution component. A baseline will be established for each Solution component during the “burn in period” as an average of the sample transactions/jobs and thereafter the Contractor will perform automated testing on a daily basis for online transaction elements or provide objective evidence from system generated statistics, and provide run-time statistics for scheduled/batch system jobs and scheduled report and compare these to the Performance Baseline. The performance testing end point location will be mutually agreed to by the Parties.The Contractor will measure during a four-hour window specified by the State for each solution component. The four hour window will represent anticipated peak system usage times and will be determined during the design phase.Two measurement values the Performance Baseline will be calculated as an average of the sample transactions/jobs for each Solution component:  1) Percent Variation Online Transactions, and  2) Percent Variation Batch/Scheduled Operations.The higher variation across Solution components (i.e., online or batch) shall be used in the SL formula for both the numerator and denominator. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** |  | **SL Measure GYR State** |
| Reporting Month | Monthly Service Report | Continuous, 24 hours a day and Schedule Job/Report Performance | Average Solution Performance and Responsiveness (Expressed as %) = Average of the Observed (Online or Batch Scheduled) Performance divided byBaseline (Online or Batch) Performance |  | **<= 120%** | **> 120% and <= 130%** | **> 130%** |

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| **Project & Other Services Service Levels: Security Compliance** |
| Ensure that State Security policies are implemented as required in the Contract, monitored and followed at all times for all users of the eProcurement Solution whether end-user, State, Contractor, Supplier or 3rd Party.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.Security Compliance will be determined by monitoring compliance with the following five key performance indicators (KPI), which will be evidenced in the reports to be provided by the Contractor:1. On-time resolution of Security Audit findings requiring Contractor action. Security Audits are those required by the State IT security policies identified in the Contract. On-time resolution is measured based on the mutually agreed resolution date between the Contractor and the State for tje Security Audit finding.2. Update of antivirus signatures with most current version every 24 hours3. 100% of the eProcurement Solution environments (inclusive of memory, disk and other file structures) to be actively scanned for viruses, Trojan horses, rootkits and other malware every 24 hours 4. 100% eProcurement Solution devices actively scanned for open ports, forwarded ports or configurations not in keeping with adherence to the State security policies every 24 hours 5. 100% of environments to be reviewed for inactive/suspended user accounts every 30 days |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** |  | **SL Measure GYR State** |
| Reporting Month | Infrastructure Antivirus/Malware/Rootkit Scan logs, Active Port Scanning Logs, User Account Review Report | Monthly | Security Compliance (Expressed as %) = ((Total number of individual KPI’s performed per month) - (Total number of individual KPI’s performed per month that were not in compliance)) divided by(Total number of individual KPI’s performed per month) |  | **> 99%** | **N/A** | **< 99%** |

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|  **Project & Other Services Service Levels: Service Request Responsiveness** |
| Prompt response to Service Requests for adds, modifications and deletions within specified timeframe according to urgency or critical nature of the request.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.Formal submission of Service Requests will be made by the State Project Manager or designee. The State will, with consultation with the Contractor, determine the Priority of each Service Request.Priority 1: Adds, modifications or deletions that are critical to the operation and decision-making elements of the solution Priority 2: Adds, modifications or deletions that are semi-critical to the operation and decision-making elements of the solutionPriority 3: Adds, modifications or deletions that are not critical to the operation of the solution to the operation and decision-making elements of the solution**Measurement:** Service Request Elapsed Time will be will be measured from the time the State submits a Service Request to the point in time the Contractor demonstrates completion of the request. This elapsed time will be expressed in business days as a decimal number, to two positions after the decimal point that reflects the hours and minutes expended to meet the request. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Daily, Accounting Month | Request Management System | Per Issue | Mean Time to Complete Response (Expressed in business days) = (Total elapsed time for all completed Priority X requests)divided by(Total Number of completed Priority X Requests) | **Priority 1:****<= 2 daysPriority 2:****<= 6 days Priority 3:****<= 14 days** | **Priority 1:****>2 days and <= 3 daysPriority 2:****> 6 days and <= 8 daysPriority 3:****> 14 days and <= 21 days** | **Priority 1:****> 3 days Priority 2:****> 8 days Priority 3:****> 21 days**  |

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| **Project & Other Services Service Levels: Catalog Onboarding/Maintenance Services** |
| Prompt onboarding and maintenance of Supplier provided catalog content that will be hosted in the Solution Open Marketplace environment for State review/approval.This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.Submission of catalog content will be the responsibility of the Supplier. Supplier catalog onboarding to the Solution shall be complete, accurate and timely to ensure optimal access to the Supplier and its products and/or services.This Service Level applies to initial and all subsequent catalog submissions for both contract and non-contract products/services accessible through the Solution.The Catalog Onboarding Services measure is determined by monitoring compliance with the following key performance indicators (KPIs): 1. Catalog Content Validation for compliance to Solution format and data standards.2. Catalog Content Loading into the Solution and made available to the State for review/approval.**Measurement:** Catalog Content Validation will be measured from the time a Supplier submits a catalog to the Contractor until a validation reports is provided to the Supplier. The time will be expressed in business days in decimal number format, to two decimal positions. In the circumstance where a Supplier must correct a catalog submission, only the final Catalog Content Validation measure associated with a validated catalog will be used. Catalog Content Loading will be measured from the time of successful content validation until notice is provided to the State that the catalog content is ready for review/approval. The time will be expressed in business days in decimal number format, to two decimal positions."Mean Time for Catalog Onboarding Services" will be measured as the statistical mean of the combined Catalog Content Validation and Catalog Content Loading times. |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Month  | Monthly Service Report  | Per Catalog | Mean Time for Catalog Onboarding Services (Expressed in business days) = (Total Catalog Content Validation time)divided by(Total Number of Validated Catalogs)+(Total Catalog Content Loading time)divided by(Total Number of Loaded Catalogs) | **<= 3 days** | **> 3 days and** **<= 5 days** | **> 5 days** |

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| **Project & Other Services Service Levels: Punchout Onboarding/Maintenance Services**  |
| Prompt onboarding of the technical setup, configuration, integration and/or connections necessary to provide Solution access to State-approved external punchout sources. This Service Level only applies to those Suppliers already have pre-existing technical capabilities for punchout integration. This Service Level begins upon completion of agreed production acceptance criteria and a measurement period as documented in the Implementation Plan.Submission of the technical details will be the responsibility of the punchout Supplier. Punchout onboarding to the Solution shall be complete, accurate and timely to ensure optimal access to the associated supplier and its products and/or services.The Punchouts sources onboarding services measure is determined by monitoring compliance with the following key performance indicator (KPI): the onboarding time for Solution access to the Supplier punchout site is in place for State verification.**Measurement:** The KPI will be measured from the time the Punchout Supplier provides technical details to the Contractor until the Contractor provides access to the State for verification of the Punchout. The time will be expressed in business days in decimal number format, to two decimal positions.The Service Level measure will be the Mean Time of the KPI for the reporting period.  |
| **Measurement Period** | **Data Source** | **Collection Frequency** | **SL Formula** | **SL Measure GYR State** |
| Reporting Monthly | Monthly Service Report  | Per Punchout | Mean Time for Punchout Onboarding Services (Expressed in business days) = (Total Punchout Onboarding Time) divided by(Total number of Punchout Sources onboarded) | **<= 10 days** | **> 10 days and** **<= 15 days** | **> 15 days** |