

Appendix F – Service Level Agreement Requirements

RFP- ERP16001

RFP Title: Sealed Offers for Enterprise Payroll Solution (EPS)

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1. Overview

The Offeror shall meet Service Level Agreement Requirements (SLAs) during Implementation Services (including Warranty Services) and Ongoing Services and shall continue to meet the SLAs following work performed in any subsequent change orders.

SLAs for Implementation Services SLAs and Ongoing Services SLAs are defined as follows:

|  |  |
| --- | --- |
| **Implementation SLAs (Definition)** | Include project management tools and practices employed by the Offeror for managing the implementation work effort and service request processes to ensure consistency, accuracy, and timeliness during the implementation process. Implementation work will include sufficient parallel testing and confirmation that calculation priorities, methods and processes meet the client’s specific parameters. Testing, Parallel and Go-Live phases must meet client’s parameters at each phase and any inaccuracies surfaced must be corrected and fixed prior to a transition to Production and Ongoing Services. These SLAs also include Implementation Productivity Requirements that the Offeror must meet during implementation to prevent work defects and ensure timeliness of product delivery and other obligations. |
| **Ongoing Services SLAs (Definition)** | Include the performance metrics related to the services that the Offeror must provide in support of each Phase, including the EPS, after Go-Live. Ongoing Services SLAs will include all modifications to the EPS that will include, but not be limited to federal regulatory changes and state regulatory changes as well as negotiated bargaining unit changes. Vendor will provide the necessary environment to program and test calculation changes and certify changes prior to releasing modifications to Production. Availability and response time of the EPS, in whole and in part, is measured from an end-user perspective in terms of payroll functions and transaction processing and calculation of results. |

Contractor must receive Acceptance of the System from State no later than the Acceptance Date in the Work Plan

1. Implementation SLAs
2. Implementation SLAs

| # | Service Type | Service  Measure | Performance Target | Performance % | Measurement  Interval | Offeror Response | Offeror  Comments |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 2.0.1 | Milestone Completion—Milestones on the Critical Path | Actual completion date | Actual completion of milestones by baseline completion date | 100% | At completion of milestone(s) |  |  |
| 2.0.2 | Milestone Completion—All Milestones NOT on Critical Path | Actual completion date | Actual completion of milestones by baseline completion date | 100% | At determination of non-completion |  |  |
|  | Milestones: | **Implementation Planning:** Detailed review of the State’s payroll methods and scenarios and a clear identification of the Offeror’s detailed approach, process and method to configure EPS to meet all functional and technical requirements.  **Implementation:** Completion of all configuration of functional and technical requirements as well as identification of capture methods by all functional users (i.e., payroll input, payroll import, etc.)  **Testing:** Input and intake of actual department/jurisdiction/agency data into EPS to verify configuration of functional requirements. This includes measurement of response time with processing of transactions with varied volumes and levels for all departments/jurisdictions.  **Parallel Testing:** Input or intake of actual department/jurisdiction/agency data into EPS compared with the State’s current payroll processing and timekeeping method to verify results (i.e., calculation accuracy and results, rounding differences, taxability priorities and impact to net pay, direct deposit pre-notifications completed and corrected, time entry, leave entry)  **Go-Live:** All parallel testing results have been evaluated and measure for accuracy and all modifications and corrections have been completed. Electronic funds transfer, tax impounds, electronic routing, time summarization and transfer to payroll will be initiated.  **Production:** Successive processing (minimum of four cycles) following initial Go-Live have been vetted, evaluated and corrected for all processing inaccuracies. | | | |  |  |
|  |  |  |  |  |  |  |  |
| 2.0.3 | Functional Requirements Met | Percentage of Functional Requirements met | Passed operational environment testing | 98% | Module Implementation |  |  |
|  |  | Formula | Performance = Transactions completed within required time ÷ Total Transactions | | |  |  |
|  |  | Reporting Interval | Monitor Continuously, Report Monthly | | |  |  |
|  |  | Measurement Tools | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | | |  |  |
|  | Deliverables | Contractor must meet the due date for Acceptance of each Deliverable, as indicated in the Work Plan. Contractor’s Status Reports will provide information on progress toward meeting these Deliverable dates. | 100% | | |  | WSP shall assess $1,000 per day from five business days following the Deliverable Acceptance date in the Work Plan until the date each Deliverable receives Acceptance from WSP. |

1. Ongoing Services SLAs
   1. Go-Live Support and M&O Services SLAs

The Definitions and SLAs in the table below apply to both Go-Live Support and M&O Services.

1. EPS Availability Definitions

|  |  |
| --- | --- |
| **Definition** | EPS Availability includes EPS Services, EPS Database, EPS router and LAN up to the connection to the Wide Area Network (WAN) router interface. EPS Availability calculation excludes scheduled maintenance. |
| **Pre‑Scheduled Downtime Requirements** | All pre‑scheduled system downtime, unless otherwise agreed upon in advance by the State, will occur:   1. For the Production systems with 24x7x365 requirements—all pre‑scheduled maintenance shall be performed based on the State change management policy during Maintenance Window. 2. For non-Production systems having non‑24x7x365 requirements—pre‑scheduled maintenance shall be performed based on the State change management policy outside Working Hours. |

1. General System Availability Definitions

| General System Availability Service Classes | |
| --- | --- |
| SLA Classification | System Type |
| Services Class 1 | Production systems |
| Services Class 2 | Development systems |
| Services Class 3 | Test systems |
| Services Class 4 | Sandbox systems |

1. Priority Definitions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Priority Matrix | IMPACT | | | |
| URGENCY | State-Wide | Location | Multiple Users | Single User |
| **Level 1 - Emergency** - System no longer functions.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 2 clock hours. * Performance Standard for correction of Deficiency associated with System component is 24 clock hours. | Critical | Critical | High | High |
| **Level 2 - Disabled, No Workaround** – A business function or System component does not work as required, and no acceptable workaround is available or a workaround that is acceptable to State is not available.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 2 clock hours. * Performance Standard for correction of Deficiency associated with System component is 48 clock hours. | Critical | High | High | Medium |
| **Level 3 - Disabled, Workaround** – A business function or System component does not work as required, but a workaround that is acceptable to State is available.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all system components is 2 clock hours. * Performance Standard for correction of Deficiency associated with System component is three business days. | High | Medium | Medium | Medium |
| **Level 4 - Minor - Non-critical**, but having a negative effect on one or more business functions or System components.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 4 business days. * Performance Standard for correction of problem associated with System component is 15 business days. | Medium | Low | Low | Low |
| **Level 5 - Cosmetic** - Non-critical and non-impacting to one or more business functions or System components.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 5 business days. * Performance Standard for correction of Deficiency associated with System component located at Contractor site is 30 business days.   Performance Standard for correction of Deficiency associated with System component is 30 business days. |  |  |  |  |

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. Go-Live Support and M&O SLAs

| # | Service Type | Service Measure | Performance Target | Performance %  M&O Month | Measurement Interval | Offeror Response | Offeror Comments |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 3.1.1 | **Availability of System** | Availability | Per schedule | 99.99% | User Access throughout any given day |  |  |
| 3.1.2 | **Response Time of the System** | Response Time From Entering Command to Result (including LAN/WAN time) | * 80% of transactions complete 1.0 sec * 95% of transactions complete .5 sec * 99.9% of transactions complete  sec | 99.9% | User Access throughout any given day |  |  |
| 3.1.3 | **Intra-screen Navigation** | Response Time From Entering Command (or Mouse Click to Result (including LAN/WAN time) | * 99% of events complete 1.0 sec | 99.0% | User Access throughout any given day |  |  |
| 3.1.4 | **Security Incident or Breach** | Response Time of security incident notification to the State | 100% of notifications complete 1 hours  (all notifications shall occur as soon as possible) | 100% | Upon detection of security incident/breach resolution |  |  |
| 3.1.5 | **System unavailability incident Handling during Business Operational Window, 6:00am to 7:00 pm HST** | Priority Level | Time to Resolve Availability Incident |  | Daily during business days |  |  |
| 3.1.5.1 |  | Critical | * < 1 hours | 98% |  |  |  |
| 3.1.5.2 |  | High | * < 2 hours | 98% |  |  |  |
| 3.1.5.3 |  | Medium | * < 4 hours | 98% |  |  |  |
| 3.1.5.4 |  | Low | * < 24 hours | 98% |  |  |  |
| 3.1.6 | **System unavailability incident Handling during Business Operational Window, 6:00am to 7:00 pm HST** | Priority Level | Time to Resolve Availability Incident |  | Daily during business days |  |  |
| 3.1.6.1 |  | Critical | < 2 hours | 98% |  |  |  |
| 3.1.6.2 |  | High | < 4 hours | 98% |  |  |  |
| 3.1.6.3 |  | Medium | < 8 hours | 98% |  |  |  |
| 3.1.6.4 |  | Low | < 36 hours | 98% |  |  |  |
|  |  | Formula | Performance = Transactions completed within required time ÷ Total Transactions | | |  |  |
|  |  | Reporting Interval | Monitor Continuously, Measure Daily, Report Monthly | | |  |  |
|  |  | Measurement Tools | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | | |  |  |

* 1. System Operations and Administration SLAs

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. System Operations and Administration SLAs

| # | System Operations and Administration SLAs | | | | Offeror Response | Offeror Comments |
| --- | --- | --- | --- | --- | --- | --- |
|  | System Operations and Administration | Service Measure | Performance Target | SLA Performance % |  |  |
| 3.2.1 | **EPS upgrade, enhancement pack or support package installation** | Response Time  Completion Time | 3 working days & 2 weeks to receive installation planning  3 months | N/A  N/A |  |  |
| 3.2.2 | **EPS system copy** | Response time  Completion Time | 3 working days  3 weeks | N/A  N/A |  |  |
| 3.2.3 | **EPS client copy** | Response time  Completion Time | 3 working days  4 weeks | N/A  N/A |  |  |
| 3.2.4 | **EPS Patches, Service Packs, Hot fixes, Hot Packages, EPS add-ons, Plug-ins or EPS Business Packages import** | Response Time  Completion Time | 3 working days  3 weeks | N/A  N/A |  |  |
| 3.2.5 | **Incident related Stop/Start** | Completion Time | 1 hour | N/A |  |  |
| 3.2.6 | **Planned Stop/Start** | Completion Time | 1 hour | N/A |  |  |
| Formula | Number of requests completed on time/Total of all requests occurring during Measurement period | |  |  |
| Measure Interval | Measure Monthly, Report Quarterly | |  |  |
| Measurement Tool | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | |  |  |

* 1. System Server Administration SLAs

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. System Server Administration SLAs

|  |  |
| --- | --- |
| Definition | Actions by Provider for proactive monitoring and intervention to minimize capacity bottlenecks and activities required to implement system capacity and operational usage change requests. |

| # | System Server Administration SLAs | | | | Offeror Response | Offeror Comments |
| --- | --- | --- | --- | --- | --- | --- |
|  | System Administration Task | Service Measure | Performance Target | SLA Performance % |  |  |
| 3.3.1 | Deploy service/security patches/anti‑virus updates necessary to fix/repair environment vulnerabilities | Response Time | Subject to agreed delays as defined in Security policy and upon Change Management Procedures | 98.0% |  |  |
|  |  | Formula | Number of requests completed within Performance Target /Total of all requests occurring during Measurement Interval | |  |  |
|  |  | Measurement Interval | Measure Quarterly, Report Quarterly | |  |  |
|  |  | Measurement Tool | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | |  |  |

* 1. Backup and Restore SLAs

Provider shall implement and maintain backup and restoration capabilities for all data, applications and component configurations. Provider shall perform incremental backups, full backups and full archive backups according to the Backup Schedule presented below. Recovery procedures will be capable of restoring service delivery for failed data, applications and component configurations according to the Restoration SLAs listed below. Furthermore it is required that EPS backup/restore procedures must guarantee data integrity across landscapes.

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. Backup and Restore SLAs

| # | Backup and Restore SLAs | | | | | | | Offeror Response | Offeror Comments |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Type of Backup | Backup Frequency | Storage Site | Retention/Purge Period | | Target | SLA Performance % |  |  |
| Standard | Regulatory |
| 3.4.1 | Incremental | Daily | Off‑site | 35 days |  | Backup Frequency | 99.5% |  |  |
| 3.4.2 | Full (Backup) | Upon request (\*) | On-site | 10 days (\*) |  |  |  |  |  |
| 3.4.3 | Full (Backup) | Weekly | Off‑site | 16 weeks |  | Backup Frequency | 99.5% |  |  |
| 3.4.4 | Full (Archive) | Monthly | Off-site | 12 months |  | Backup Frequency | 99.5% |  |  |
| 3.4.5 | Full (Archive) | Yearly | Off-site | 10 years |  | Backup Frequency | 99.5% |  |  |
| 3.4.6 | Full (Archive) | Yearly | Off-site | Indefinite |  | Yearly\*\*  Test of Backup and Restore Process | 100% |  |  |
|  |  | Formula | | Number of requests completed within Performance Target /Total of all requests occurring during Measurement Interval | | | |  |  |
|  |  | Measurement Interval | | Measure Monthly, Report Monthly | | | |  |  |
|  |  | Measurement Tool | | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | | | |  |  |

\* Full backup may be required either by the State or the Offeror prior to any major operation (e.g. database version upgrade, OS upgrade). If retention period must exceed 10 days, weekly/monthly/yearly profile could be selected as required.

\*\* The State will select which years (Year 1, Year 2 …) will be used for that Restore Process Test.

* 1. Annual Customer Satisfaction Survey SLAs

The State and the Offeror shall establish a mutually agreed upon customer satisfaction survey, facilitated by a third party and designed with the State and the Offeror input.

The third party shall supply to the State annual reports of the State staff user satisfaction, integrating the results of ongoing customer satisfaction surveys. Upon delivery of each such report, the parties shall meet to jointly identify any areas of customer dissatisfaction. The Service Provider shall prepare a project plan with the State’s input and approval to resolve customer dissatisfaction identified.

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. Customer Satisfaction SLA

|  | Annual Customer Satisfaction Survey SLAs | | | | Offeror Response | Offeror Comments |
| --- | --- | --- | --- | --- | --- | --- |
|  | Customer Satisfaction | Service Measure | Performance Target | SLA |
| 3.5.1 | Scheduled Survey (conducted at least annually) | Customer Satisfaction rate | Users surveyed should score => 7/10 or equivalent depending on quality metrics | N/A |  |  |
|  |  | Formula | Number of responses with a score => 7/10 / Total number of responses | |  |  |
|  |  | Measurement Interval | * At least Measure Annually/Report Annually * Can be done semi-annually on request by the State | |  |  |
|  |  | Measurement Method/Source Data | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | |  |  |

* 1. Quarterly High level Service Satisfaction Survey SLAs

The State and Service Provider shall establish a mutually agreed upon high level survey template taking into account reactivity, support, quality of service and relationship, rated from 0 to 10.

Monthly **report will be reviewed during regular operations meeting.**

**Offerors shall** respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. High level Service Satisfaction SLA

|  | Quarterly High level Service Satisfaction Survey SLAs | | | | Offeror Response | Offeror Comments |
| --- | --- | --- | --- | --- | --- | --- |
|  | Customer Satisfaction | Service Measure | Performance Target | SLA |
| 3.6.1 | Scheduled Survey (conducted quarterly) | Service Satisfaction rate | Users surveyed should score => 7/10 | n/a |  |  |
|  |  | Formula | Number of responses with a score => 7/10 / Total number of responses | |  |  |
|  | Measurement Interval | Measure Monthly/Report Monthly | |  |  |
|  | Measurement Method/Source Data | The Offeror shall specify, and the State must approve monitoring and reporting tools to be used. | |  |  |

* 1. Reporting SLAs

Service Provider shall provide detailed monthly reports to the State related to compliance with the SLAs. In addition, the Service Provider should make available real-time and/or daily reporting of the most relevant system performance and availability indicators. Such information should be available on-line in electronic format (e.g. via a portal).In addition, the Service Provider shall provide written reports as listed in the table below.

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. Hosting Reports

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| # | Report Description | Timing | Offeror Response | Offeror Comments |
| 3.7.1 | EPS Availability and Performance SLAs | Monthly |  |  |
| 3.7.2 | General EPS Operations and Administration SLAs | Monthly |  |  |
| 3.7.3 | Customer satisfaction | Quarterly |  |  |
| 3.7.4 | Service satisfaction | Monthly |  |  |
| 3.7.5 | All other SLAs reports | As agreed between the State and the Offeror |  |  |

* 1. Disaster Recovery SLAs

Offerors shall respond “Yes” or “No” to each requirement in the table below. A “No” response without providing a comment may cause the Proposal to be rejected.

1. Disaster Recovery SLAs

| # | Service Type | Service Measure | Performance Target | Minimum Performance %  M&O Month | | Measurement Interval | | Offeror Response | | Offeror Comments | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 3.8.1 | **Disaster Recovery – recovery of application and systems in a separate disaster Recovery Locations** | Recovery Time Objective (RTO) | 48 Hours | Measured during planned tests twice a year | Twice a Year | |  | |  | |
| 3.8.2 | **Disaster Recovery** | Recovery Point Objectives (RPO) | < 5 minutes | Measured during planned tests twice a year | Twice a Year | |  | |  | |

1. SLA Performance Standards and Liquidated Damages

Performance standards are applied to the consistent and timely delivery of Implementation and Ongoing services.

This Appendix outlines the circumstances under which the Offeror will be subject to Liquidated Damages for failure to achieve the SLAs. Such circumstances shall be updated to reflect current initiatives and service requirements at least annually. The State may, on a not-to-exceed semi-annual basis, unilaterally adjust Performance Standards and associated Liquidated Damages with sixty (60) days notice

1. Performance Standards and Liquidated Damages

|  |  |  |  |
| --- | --- | --- | --- |
| **Item #** | **Performance**  **Standard** | **Performance Standard Description** | **Liquidated Damages** |
| 4.0.11 | Deliverables | Contractor must meet the due date for Acceptance of each Deliverable, as indicated in the Work Plan. Contractor’s Status Reports will provide information on progress toward meeting these Deliverable dates. | State shall assess $1,000 per day from the Deliverable Acceptance date in the Work Plan until the date each Deliverable receives Acceptance from State. |
| 4.0.2 | Change Request Management | Contractor shall provide monthly status reports of System Change Requests identifying the status of all outstanding System Change Requests and resulting Change Orders made or agreed upon by State, including those closed since the last report. The Change Request Management status monthly report will include Change Request date, planned completion date, activity priority status, activity status, and actual completion date. | State shall assess $200 per day for each day an acceptable Change Request Management status monthly report is not timely received by State. For this section, “acceptable means that the Change Request management status monthly reports include the following elements: Change Request date, planned completion date, activity priority status, activity status, and actual completion date. |
| 4.0.3 | Change Request Management | Comprehensive and accurate Change Orders from Contractor to all State Change Requests including proposed solution, cost and time frames, must be delivered to State within [30] days of receipt of a State Change Request. Contractor shall promptly notify State of when Contractor has received the Change Request, which shall then commence the 30 day response timeframe | State shall assess $200 per day for each day an acceptable Change Order is not timely received by State from Contractor. For this section, “acceptable” means that the Change Order from Contractor includes Contractor’s proposed solution, associated solution costs, and applicable timeframes to comply with Change Requests made by State. |
| 4.0.4 | System Acceptance | Contractor must receive Acceptance of the System from State no later than the Acceptance Date in the Work Plan | State shall assess liquidated damages as noted below for each business day following the Acceptance Date in the Work Plan until the System is Operational in accordance with its applicable Specifications and receives Acceptance from State:  $1000 per business day for the first 10 business days  $2000 per business day for the next five business days  $3000 per business day for the next five business days  $4000 per business day for each business day thereafter |
| 4.0.5 | Turnover Deliverable | Nine months prior to the end of the Contract term, Contractor must receive Acceptance for and implement a Turnover Plan covering the possible turnover of System and operation activities to either the State or a successor contractor. The Turnover Plan must be a comprehensive Deliverable detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks | State shall assess $1,000 for each day following the Acceptance Date in the Work Plan that the Turnover Plan does not receive Acceptance at least nine months prior to the end of the Contract term until the date the Turnover Plan receives Acceptance from State |
| 4.0.6 | Compliance with Other Contract Provisions | The RFP includes Performance Standards which are not listed in the table in Appendix F: Service Level Requirements. State shall have the right to notify Contractor of its failures to meet these additional Performance Standards, request a Corrective Action Plan, designate a date by which Contractor must provide a Corrective Action Plan and designate a period of time in which the Contractor must remedy the failure to meet the Performance Standard. Contractor shall provide a Corrective Action Plan within the time period designated by State, fulfill the obligations regarding Corrective Action Plans in the Contract, and remedy the failure within the time period designated by State | If the Performance Standard failure is not corrected by Contractor by the due date required by State, State shall assess liquidated damages of $1000 per Day after the due date until the failure is corrected in State’s judgment |
| 4.0.7 | Warranty Services and System Maintenance | State will consult with Contractor to determine if a workaround exists and if a Deficiency is related to the Contractor provided solution. State will determine the severity level assigned to a Deficiency.  **Level 1 - Emergency** - System no longer functions.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 2 clock hours. * Performance Standard for correction of Deficiency associated with System component is 24 clock hours.   **Level 2 - Disabled, No Workaround** – A business function or System component does not work as required, and no acceptable workaround is available or a workaround that is acceptable to State is not available.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 2 clock hours. * Performance Standard for correction of Deficiency associated with System component is 48 clock hours.   **Level 3 - Disabled, Workaround** – A business function or System component does not work as required, but a workaround that is acceptable to State is available.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all system components is 2 clock hours. * Performance Standard for correction of Deficiency associated with System component is three business days.   **Level 4 - Minor - Non-critical**, but having a negative effect on one or more business functions or System components.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 4 business days. * Performance Standard for correction of problem associated with System component is 15 business days.   **Level 5 - Cosmetic** - Non-critical and non-impacting to one or more business functions or System components.   * Performance Standard for responding to Deficiency call is 30 minutes, includes acknowledging Deficiency, logging Deficiency in the Problem Report database and providing a ticket/tracking number to the caller. * Performance Standard for reporting recommended resolution and estimated fix date/time for all System components is 5 business days. * Performance Standard for correction of Deficiency associated with System component located at Contractor site is 30 business days. * Performance Standard for correction of Deficiency associated with System component is 30 business days. | State shall assess the liquidated damages as specified below for failure to meet each Level 1 Performance Standard time.  $1000/24 hour period 0 to 72 hours beyond Performance Standard  $2000/24 hour period 73 to 168 hours beyond Performance Standard  $3000/24hour period 169 to 336 hours beyond Performance Standard  $4000/24 hour period > 336 hours beyond Performance Standard  State shall assess the liquidated damages as specified below for failure meets each Level 2 Performance Standard time.  $ 800/24 hour period 0 to 72 hours beyond Performance Standard  $1600/24 hour period 73 to 168 hours beyond Performance Standard  $2400/24 hour period 169 to 336 hours beyond Performance Standard  $3200/24 hour period > 336 hours beyond Performance Standard  State shall assess the liquidated damages as specified below for failure to meet each Level 3 Performance Standard time.  $ 300/24 hour period 0 to 72 hours beyond Performance Standard  $ 600/24 hour period 73 to 168 hours beyond Performance Standard  $ 900/24 hour period 169 to 336 hours beyond Performance Standard  $1200/24 hour period > 336 hours beyond Performance Standard  State shall assess the liquidated damages as specified below for failure to meet each Level 4 Performance Standard time.  $ 100/24 hour period 0 to 72 hours beyond Performance Standard  $ 125/24 hour period 73 to 168 hours beyond Performance Standard  $ 150/24 hour period 169 to 336 hours beyond Performance Standard  $ 200/24 hour period > 336 hours beyond Performance Standard  State shall assess the liquidated damages as specified below for failure to meet each Level 5 Performance Standard time.  $ 50/24 hour period 0 to 72 hours beyond Performance Standard  $ 75/24 hour period 73 to 168 hours beyond Performance Standard  $ 100/24 hour period 169 to 336 hours beyond Performance Standard  $ 125/24 hour period > 336 hours beyond Performance Standard |
| 4.0.8 | Security Management Notice and Mitigation | Contractor shall notify the State Program Manager within one hour following Contractor’s awareness or identification of any potential or actual major or minor incident, including any breach, any attack, or the introduction of any disabling device, related to the System.  Contractor shall take corrective action to mitigate the potential or actual major or minor security incident within two hours following Contractor’s awareness or identification of each potential or actual Security Incident.  All such potential or actual Security Incidents awareness or identification times shall be documented within the Security Report. Contractor shall provide Equipment or Software metrics to support the potential or actual Security Incidents awareness or identification time. Contractor shall also report the notification time of notifying the State Project Manager.  Within the Security Report, Contractor shall document the correct action taken to mitigate the potential or actual Security Incidents. Contractor shall also provide Equipment or Software metrics to support the potential or actual Security Incidents correct action mitigation.  Once an event has been confirmed to have an impact on security, the event is classified as a Security Incident | Liquidated damages for non-compliance with the notification to the State Project Manager Performance Standard shall be assessed at $5,000 per Security Incident per Day.  Liquidated damages for non-compliance with the corrective action mitigation of the potential or actual Security Incident Performance Standard shall be assessed at $5,000 per Security Incident per Day. |
| 4.0.9 | Security Management Report | Contractor shall provide a written report and assessment within 12 hours following Contractor’s awareness or identification of the minor security incident regarding all actions taken concerning each identified minor security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the State Project Manager of the security incident.  Contractor shall provide a high level and summary analysis in two hours and a written report and assessment within eight hours following Contractor’s awareness or identification of the major security incident regarding all actions taken concerning each identified major security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the State Project Manager of the security incident.  Contractor shall provide a written report and assessment regarding all actions taken concerning each identified security incident, including any breach, any attack, or the introduction of any disabling device, the current status, and any potential impact(s) to the State Project Manager of the security incident. Each security incident shall be categorized according to criticality as either minor or major.   * For a minor security incident, which causes limited loss of Confidential Information, integrity, protection, and/or availability of the System to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within 12 hours following Contractor’s awareness or identification of the minor security incident. * For a major security incident, which causes serious or catastrophic loss of Confidential Information, integrity, protection, and/or availability of the Systems to organizational operations, organizational assets, or individuals, this report and assessment shall be provided within eight hours following Contractor’s awareness or identification of the major security incident.   The State Program Manager, in his sole discretion, may require Contractor to update this report and assessment on an hourly or daily basis depending on criticality, status, and possible impact to State. | For each and every occasion that the Contractor fails to meet the Security Management Report Performance Standard, as determined by the State Project Manager, Contractor shall be assessed Liquidated Damages of $500 for each hour and each fraction of an hour that this report and assessment is late. |
| 4.0.10 | System Availability | Every System component provided by Contractor or implemented per Contractor’s guidelines or recommendations or the Documentation must have Availability for State in accordance with Specifications 99.99% of the time 24 hours/day, seven days per week for both the Phases and System. | State shall assess liquidated damages as specified below, per hour for each hour, or portion thereof, if the System fails to meet these Availability Performance Standards.  $1,000/hour 0 to 24 hours beyond the Performance Standard  $2,000/hour 24 to 48 hours beyond the Performance Standard  $3,000/hour > 48 hours beyond the Performance Standard |
| 4.0.11 | System Performance – Response Times | Contractor must meet the following response time Performance Standards for the System.  Record Inquiry Search Response Time: The time elapsed from receipt of the transaction by the Contractor from the switch vendor at the network demarcation point until the Contractor completes delivery of the transaction to the switch vendor at the demarcation point must not exceed 1 seconds 95% of the time for any inquiry by State staff.  Record Create, Update, Delete Response Time: The elapsed time from receipt of the transaction by the Contractor from the switch vendor at the network demarcation point until the Contractor completes delivery of the transaction back to the switch vendor at the demarcation point must not exceed 2 seconds 95% of the time for any create, update, or delete transactions | State shall assess liquidated damages, as specified below, for total minutes within a business week (Monday – Friday, 6:00 AM – 7:00 PM Hawaii Standard Time) where any response time falls below the applicable Performance Standard.  $ 2,000/week Less than 20 minutes  $ 5,000/week 20 to 60 minutes  $10,000/week More than 60 minutes |
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