This section sets forth the draft performance standards for the Service Level Agreements (SLAs) to be established between the Contractor and the State that are applicable to any work associated with this Contract. The State shall hold the Contractor accountable for performance under this Contract.

This section contains the tables and descriptions that provide the State framework, including draft standards relating to service level commitments. The State requests Respondents to review the provided draft SLA language and offer modifications or enhancements supported by Respondent SLA identification, mitigation and resolution practices. It is the goal of the State, through the contract negotiation process, to create a single governing SLA document to be utilized for all resulting contracts and will be reviewed monthly, or at an alternate agreed upon frequency. In addition, State Entity specific SLA’s and accountability mechanisms, such as penalties, may be negotiated by individual State Entity users during the SOW creation phase.

Instructions: Please indicate your ability and willingness to meet each drafted SLA. If you would like to offer a modification or enhancement to the SLA, please describe offered enhancement or modification in the space provided. Respondents may also offer additional SLAs not included in the list of draft SLA’s for the State’s consideration. The Contractor will be required to track and report performance related to each SLA.

# Draft Performance Standards

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Performance Metric** | **Description** | **Calculation** | **Frequency of Review** | **Minimum SLA** | **Agree?** | **Offered Modification/Enhancement to Draft SLA** |
| **(Y/N)** |
| 1 | Network System “Up Time” | Percentage of hours the system is accessible 24 hours per day | Total Hours the System Is Available/24 Hours per Day | Monthly | 99.90% | Y | No modifications or enhancements. |
| 2 | Outages | Report outages to the State at time of occurrence within 2 business hours (6AM-6PM) | Time of Outage Occurrence – Time of Notification | Monthly | 2 Business Hours | Y | No modifications or enhancements. |
| 3 | Security Breach Detection | Ensure that State Security policies are implemented correctly, monitored, and followed at all times for all users of payment processing, whether end-user, State, Contractor or 3rd Party | Number of Instances Where Individual KPI’s Were Not in Compliance | Monthly | 100% | Y | No modifications or enhancements. |
| 4 | Report a Bug | Report bugs to the State at time of occurrence within 4 business hours (6AM-6PM) | Time of Bug Occurrence – Time of Notification | Monthly | 4 Business Hours | Y | No modifications or enhancements. |
| 5 | New Merchant ID Addition | Amount of business days required to set up a new merchant id number | Date of New Merchant ID Completion - New Merchant ID Request Date | Monthly | 15 business days | Y | Certain merchant accounts take longer to obtain due to third-party processes. Suggest modifying to 15 business days.  Suggest including New Merchant ID Addition delays outside the reasonable control of the contractor shall be excluded. |
| 6 | Payment Processing Error Rate | Percentage of payment transactions (for valid methods only) that fail or are erroneously duplicated | (Failed Transactions\* + Erroneously Duplicated Transactions\*)/Total Payment Transactions  \*For Valid Payment Methods Only | Monthly | 0.20% | Y | Suggest modifying to exclude duplicated transactions or failures as a result of user error. |
| 7 | Authorization | Number of seconds needed to authorize payment | Time Transaction Ends - Time Transaction Begins | Monthly | Under 8 seconds | Y | No modifications or enhancements. |
| 8 | Settlement Times | The Contractor shall make settlements daily (other than weekends, bank holiday or any other day that banks are not open for business) for card transactions and electronic checks. | (Total Daily Transactions Processed – Total Daily Transactions Settled) / Total Daily Transactions Processed | Monthly | 100% | Y | No modifications or enhancements. |
| 9 | Funds Movement | Contractor shall disburse the applicable funds directly into the State's designated bank account within 24 hours | Transaction Date & Time – Disbursement Date & Time | Monthly | 24 hours | Y | No modifications or enhancements. |
| 10 | Chargeback Notification | Provide all requested chargeback information (in format approved by State) to State within 2 business days of processor’s dispute date (report date). | Date of Dispute - Day Past 2 Business Days of Processor’s Dispute Date | Monthly | 2 Business Days | Y | No modifications or enhancements. |
| 11 | Direct Debits | State Accounts shall not be debited under any circumstance. | # Of Occurrences of State Account Debits | Monthly | Zero Occurrences | Y | No modifications or enhancements. |
| 12 | Online Reporting Tool "Up Time" | Percentage of hours the Online Reporting System is accessible during business hours (6AM -6PM) | Total Hours Available / Total Hours for Time Period | Monthly | 99.50% | Y | No modifications or enhancements. |
| 13 | Invoicing | Provide accurate invoicing by the 15th of every month. | (Total # Of Invoices Received Monthly – Total # Of Accurate Invoices Received Monthly)/ Total # Of Invoices Received Monthly | Monthly | 100% | Y | No modifications or enhancements. |
| 14 | Call Center Wait Times | Wait time for State Entity users when contacting the Call Center | Number of Calls Answered Within 20 Seconds/Total Number of Calls | Monthly | 80% of calls answered within 20 Seconds | Y | Suggest modifying to exclude events wherein volumes are significantly increased due to factors outside of the reasonable control of the contractor. |
| 15 | Live Chat Response Time | Time from Live Chat initiation to successful connection to Customer Service Representative | Live Chat Inception Time – Successful Connection Time | Monthly | 20 Seconds | Y | Suggest modifying to exclude events wherein volumes are significantly increased due to factors outside of the reasonable control of the contractor. |
| 16 | Email Response Time | Customer Service response time for email communications | Date of Original Communication – Date of Response | Monthly | 2 Business Days | Y | No modifications or enhancements. |
| 17 | IVR Answering and Responsiveness | Time from call initiation to successful payment | Successful Payment Time – Call Inception Time | Monthly | 4 minutes | Y | Suggest modifying to exclude call scripts which require more than 4 minutes to complete due to user error or specific business reason for the call to exceed the SLA. |
| 18 | Equipment Repair/Replacement Resolution | The number of hours until an equipment problem is resolved | Hour the Equipment Problem is Resolved - Hour the Contractor Was Notified of the Issue | Monthly | 48 hours | Y | No modifications or enhancements. |
| 19 | Recovery Point Objective (RPO) | The maximum targeted period in which data might be lost from an IT service due to a major incident: 30 Minutes | Time of Incident – Time of Resolution | Monthly | 30 minutes | Y | No modifications or enhancements. |
| 20 | Written Root Cause Analysis | Written RCA on outages and reported bugs within 5 business days of the outage | Date of Outage Occurrence – Date of Delivery of Written RCA | Monthly | 5 Business Days | Y | No modifications or enhancements. |
| 21 | System Upgrades and Maintenance: Planned Changes | Report Planned System Upgrades and Maintenance 2 weeks prior to implementation | Date of State Notification – Date of System Upgrade and Maintenance Initiation | Monthly | 2 Weeks | Y | No modifications or enhancements. |
| 22 | System Upgrades and Maintenance: Emergency Changes | Report Unplanned/Emergency Changes (prior to pushing the change to production) to the State within 24 hours | Date of State Notification – Date of Emergency System Upgrade and Maintenance Occurrence | Monthly | 24 Hours | Y | Suggest modifying to exclude events where security, outage resolutions, or other factors require the contractor to complete unplanned/emergency changes. |
| 23 | Chargebacks: Resolution | Amount of days needed to reconcile an adjustment or chargeback | Date of Adjustment Resolution - Date of Mistake Charged | Monthly | 3 Days | Y | No modifications or enhancements. |
| 24 | Invoicing Errors | When an inaccuracy is found the Contractor must correct and reissue a new invoice 100% of the time within 2 business days. | Date of Notification – Date of Receipt of Corrected Invoice | Monthly | 2 Business days | Y | No modifications or enhancements. |
| 25 | Customer Satisfaction | Initial customer service levels will be baselined within the first 6 months of the contract. Each additional Customer Service Reporting period will show incremental improvement in customer service levels | Average Survey Response Score = Sum of Scores Received / # of Survey Responses | Monthly | 4 | Y | No modifications or enhancements. |
| 26 | Product Delivery Timeframe – Limited configuration or simple services added (less than 40 hours) | The business days required to set up a new Entity | Date of Credit Card System "Up and Running" - The Date Vendor was Notified of Entity Need | Monthly | 5 business days | Y | Suggest modifying to exclude circumstances outside the contractor’s control such as third-party vendors or state resource availability.  Suggest modifying to exclude circumstance wherein the agency requested the service but does not desire to be “Up and Running” within the 5 business days. |
| 27 | Product Delivery Timeframe – Complex configuration or complex services added (more than 40 hours) | The business days required to set up a new Entity | Date of Credit Card System "Up and Running" - The Date Vendor was Notified of Entity Need | Monthly | 10 business days | Y | Suggest modifying to exclude circumstances where the agency has requested the development of a new system or feature to support request.  Suggest modifying to exclude circumstances outside the contractor’s control such as third-party vendors or state resource availability.  Suggest modifying to exclude circumstance wherein the agency requested the service but does not desire to be “Up and Running” within the 5 business days. |
| 28 | Project Delivery | All discretionary work will be completed on time | All Work Efforts of this Type will Complete Within+/- 5% of the Timeline Outlined in the SOW and any Associated Change Orders | Monthly | +/- 5% of Timeline | Y | Suggest modifying to exclude circumstances outside the contractor’s control such as third-party vendors or state resource availability. |
| 29 | Reports | Contractor must submit Enterprise/Customer wide reports to State or provide a means to access reports | Number of Reports Provided/Number of Reports Requested | Monthly | 100% | Y | No modifications or enhancements. |
| 30 |  |  |  |  |  |  |  |
| 31 |  |  |  |  |  |  |  |
| 32 |  |  |  |  |  |  |  |

In addition to the above SLAs Chart, the Contractor and State will mutually develop a Key Performance Indicator (KPI) Scorecard. The KPI Scorecard, and any other tools deemed necessary, will be implemented to manage the Contractor’s performance against each mutually agreed upon Service Level, in order to monitor the overall performance of the Contractor. A KPI is a measurable value that demonstrates how effectively the Contractor is achieving key business objectives. The Contractor shall identify the actual outcome and supply original supportive documentation for all SLAs and performance metrics on a mutually agreed upon time frame.