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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 | 10 business days | Y |  |
| 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 |  |
| 7 | Authorization | Number of seconds needed to authorize payment | Time Transaction Ends - Time Transaction Begins | Monthly | Under 8 seconds | Y |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 11 | Direct Debits | State Accounts shall not be debited under any circumstance. | # Of Occurrences of State Account Debits | Monthly | Zero Occurrences | Y |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 16 | Email Response Time | Customer Service response time for email communications | Date of Original Communication – Date of Response | Monthly | 2 Business Days | Y |  |
| 17 | IVR Answering and Responsiveness | Time from call initiation to successful payment | Successful Payment Time – Call Inception Time | Monthly | 4 minutes | Y |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 |  |
| 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 | VPS can meet this requirement if the 5 business days do not include the setup period (10 business days) for new Merchant IDs, as specified in #5 of this document. |
| 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 | Custom development work may take longer, depending on the level of complexity. |
| 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 |  |
| 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 |  |
| 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.