**RFP 23-74658**

**ATTACHMENT L**

**SERVICE LEVEL AGREEMENTS (SLA)**

Please indicate your ability and willingness to meet each minimum Service Level Agreement. If you would like to offer an enhancement to the Service Level Agreement, please describe the offered enhancement. Respondents may also offer additional Service Level Agreements not included in the list of minimums for the State’s consideration. This list may be modified to include commitments agreed to during the course of the RFP process and will be updated during contract finalization. The Contractor will be required to track and report performance related to each Service Level Agreement. Each Service Level Agreement will have a corresponding liquidated damage, which will be determined prior to contract finalization. Liquidated damages will be capped at 10% of the total Baseline Services cost. If assessed, the Contractor may be given the opportunity (at the State’s sole discretion) to earn back the liquidated damage amount. If the State chooses to allow the Contractor to earn back the liquidated damage, the Contractor must meet the metric in the following two reporting periods in order to earn back the liquidated damage. If a space is left blank, you will be implying that your company cannot meet the minimum Service Level Agreement(s), and your proposal will be evaluated accordingly.

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| **#** | **SLA** | **Service Level Agreement Description** | **Minimum Service Level** | **Algorithm** | **Reporting Frequency and Method** | **Liquidated Damage** | **Agree? (Y/N)** | **Offered Enhancement to Min. Service Level** |
| 1 | System Recover- ability | The Contractor shall report all instances of non-availability or non-reliability of static content, critical applications to IOT, and the Account Database or System within the expected service levels listed to the right. | A) Any outage must be reported to the State within 1 hour of knowledge of the outage.  B) An initial outage report must be submitted to IOT within 24 hours of the incident.  C) A detailed incident report must be submitted to IOT within three (3) business days of the incident.  D) All static content and services deemed critical (including all revenue-generating services and (iii) all services provided to the Governor's Office, LSA, ISP, DHS, DOR, BMV, SOS and PLA) will be fully recovered and available to portal users and administrators with 4 hours.  E) Non-critical content and systems will be recovered within 72 hours. | All outages will be reported regardless of root cause. | On an outage-by-outage basis and also compiled in the Weekly Project Status Report. | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 2 | System Uptime | The Data Center, critical applications to IOT, and the Account Database or System, shall maintain system uptime against a 24-hours per day, 7 days per week operating schedule, excluding maintenance time. | 99.9% uptime other than scheduled maintenance time | Monthly calculation of (system uptime for a given month/all time (other than scheduled maintenance) in a given month) | Gathered and reported to the State as part of the Monthly Performance Report | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 3 | IN.gov Performance | The Contractor shall ensure IN.gov webpages maintain a response time of at most one second. | 99.99% adherence to the response thresholds, other than during scheduled maintenance | Monthly calculation of system response time that meets the metric/all time (other than scheduled maintenance) in a given month | Gathered and reported to the State as part of the Monthly Performance Report | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 4 | Team Stability | To provide consistent service to the state, the Contractor must provide a stable, dependable team structure. | Team attrition of no more than 8% per 6-month reporting period is expected. | For each 6-month reporting period, attrition shall be calculated as follows:  (Team members who departed during the reporting period)  ((team size at the beginning of the period) + (team size at end of period)/2).  *For the purposes of this SLA, team size will be a count of all team members in a full-time role (>30 weekly expected hours) expected to complete at least 500 hours of work.* | Team Stability data will be compiled and reported to the State every 6 months in a stand-alone deliverable. | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 5 | Background Checks | Starting from the day one of the contract and continuing until the contract is no longer in effect, all employees must have undergone a fingerprint based criminal history check within 60 days of being assigned to this account. | 100% compliance for all Contractor and subcontractor personnel | Calculation: Date contract starts compared to date fingerprints required to complete the criminal history record background check are submitted | Reported via a standalone deliverable within two weeks after the 90th day of the contract | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 6 | Staff Removal | If the State becomes reasonably dissatisfied with the work product of or the working relationship with an individual assigned to work on this Contract, the Contractor must either replace or reassign such individual. | 100% compliance with removing or reassigning Contractor or subcontractor employees found unacceptable to the State within two (2) weeks of the request for removal, or sooner if requested by the State. | Calculation per incident: date of request compared to date of removal / reassignment. | On an incident-by-incident basis and reported to the State as part of the Monthly Performance Report. | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 7 | Web Portal Support Elements | The Contractor shall uphold their commitments to the baseline included quantities stated in their RFP Cost Proposal for the following support elements as part of Baseline Services:i. The addition of websites to include state and local government agencies.ii. The addition of new third-party applicationsiii. The addition of domain names | Each year, the Contractor shall accommodate 100% support element requests up to the quantities stated in the Contractor’s RFP Cost Proposal as part of Baseline Services. | Yearly calculation of support element requests compared to the support element quantities stated in the Contractor’s RFP Cost Proposal. | Reported via a standalone deliverable within one month after the end of each contract year. | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 8 | Project Delivery | All discretionary (SOW/TO) work will be completed on time and within budget. | A Statement of Work (SOW) / Task Order (TO) will be completed for all discretionary work items in accordance with Scope of Work Sections 1.4.2.2 and 1.4.2.3. All work efforts of this type will complete within+/- 5% of the timeline and within the budget outlined in the SOW /TO and any associated Change Orders. | To be determined by SOW/TO. | Compiled and analyzed against expected delivery dates and budgets in the Weekly Status Report. | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 9 | Project Quality | All discretionary (SOW/TO) work must be of a consistently high quality. | No changes made to the production portal will need to be backed out or be considered materially non-functional in production as a result of an egregious  oversight by the Contractor. | To be determined by SOW/TO. | State shall be notified within 24 hours of any production changes that  must be backed out or rereleased within 1 month. Instances shall also be compiled in the Weekly Status Report. | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 10 | Project Close-out Surveys | The Contractor will institute a structured method to actively solicit direct customer satisfaction feedback (including citizens, businesses, and agencies). When discretionary work (SOW/TO) is completed, the Contractor must send out a project close out survey to the client and submit the results of the survey to the State. | The Contractor shall achieve a 4 or 5 out of 5 rating on 90% of surveys. | Takes total responses with a 5 and 4 divided by total number of responses.  *\*For this SLA, another algorithm (i.e., a different scale) to measure satisfaction can be suggested in the Offered Enhancement to Min. Service Level column.* | Close-out survey results will be gathered, analyzed against historical trends, and reported to the State at least every 6 months in a stand-alone deliverable. | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 11 | Support Request Responsiveness | The Contractor shall respond to all requests for support in a timely manner. This includes but is not limited to phone calls sent to help desk queues, and online chats. | Acceptable timeframe for an initial non-automated response to all support inquiries for each available channel are:  • Phone Calls (during support hours): All calls answered within 4 minutes  • Emails (during support hours): Email replies acknowledging the request within .5 working day  • Online Chat: All chat requests acknowledged within 4 minutes | *To be determined with Contractor prior to contract finalization.* | Support Request Responsiveness data will be gathered, analyzed against historical trends, and reported to the State at least every 6 months in a stand-alone deliverable. | *To be determined with Contractor prior to contract finalization.* | Y | No modifications or enhancements. |
| 12 | Reporting Timeliness | The Contractor shall produce all reports outlined in Scope of Work Section 1.5 in accordance with timeframes outlined in the Contract. | 100% of reports meet the required timeframes outlined in the Contract. | Monthly aggregation of all reports submitted and measured against and required timeframes. | Reported to the State as part of the Monthly Performance Report | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 13 | Reporting Accuracy | The Contractor shall produce all reports outlined in Scope of Work Section 1.5 accurately in accordance with requirements. | 100% of reports are delivered accurately in accordance with requirements. | Monthly aggregation of all reports submitted and measured against Contract requirements. | Reported to the State as part of the Monthly Performance Report. | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 14 | Privacy and Security Compliance | The Contractor shall be compliant with federal laws and regulations, Indiana Law and regulations, and standards outlined in Scope of Work Section 1.11. | 100% compliance with all federal laws and regulations, Indiana Law and regulations, and standards outlined in Scope of Work Section 1.11. | Any incidents of non-compliance discovered by or reported to the State shall be cured by the Contractor within 30 calendar days upon notice by the State.  (Repeated failures to cure would be cause for termination of the agreement.) | On an incident-by-incident basis | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
| 15 | Intrusion and Data Breaches | For data breaches and intrusions, the Contractor shall provide as much detail as is available at the time about the nature of any intrusion and shall advise the State of all actions taken to mitigate. | For 100% of data breaches and intrusions, a report with this information shall be delivered within 12 hours. | Calculation per incident: time of data breach/intrusion to time of report submittal. | On an incident-by-incident basis | *To be determined prior to contract finalization* | Y | We agree to provide the State with a report, delivered within 12 hours, with as much detail as is available at the time, for a confirmed breach of information subject to IC § 24-4.9 and make no modifications or enhancements. |
| 16 | Disclosure of a Security Breach Protocol | If a security breach occurs and involves information in the possession of the Contractor, the Contractor shall fully comply with the notification and reporting requirements of Indiana Code § 24-4.9. | 100% compliance with the protocol of Indiana Code § 24-4.9. and Scope of Work Section 1.11.12. | If breach were to occur, documentation proving Contractor followed Indiana Code § 24-4.9. and Scope of Work Section 1.11.12. | On an incident-by-incident basis | *To be determined prior to contract finalization* | Y | We agree that if a security breach of information subject to IC § 24-4.9 occurs to fully comply with the notification and reporting requirements of Indiana Code § 24-4.9 and make no modifications or enhancements. |
| 17 | Content Change Priority Level | The Contractor shall meet the priority level change timeframes listed in Scope of Work Section 1.12.5. | 100% compliance for all content changes defined as high priority.  99% compliance for all content changes defined as medium or low priority. | Calculation per incident: date of request compared to date of content change. | On an incident-by-incident basis and reported to the State as part of the Monthly Performance Report. | *To be determined prior to contract finalization* | Y | No modifications or enhancements. |
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