



Invitation to Negotiate (ITN)
ePermitBuilder
DEP Solicitation Number: 2018019

**Exhibit A Service Level Agreement - Hosted/
Cloud-Based Solution**

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Exhibit A: Service Level Agreement - Hosted/Cloud-Based Solution

I. SERVICE

A. **Availability**

Contractor shall make the licensed Software and Services available twenty-four (24) hours per day, seven (7) days a week, exclusive of scheduled maintenance periods, with a minimum uptime level of 99.9%, with no single unscheduled outage exceeding four (4) consecutive hours in a single seven (7) day period.

Should Contractor incur: a) an unscheduled outage in excess of four (4) hours, or; b) more than two (2) unscheduled outages in excess of two (2) hours per month, a 25% service credit for that month shall applied.

Such service availability, however, does not include regularly scheduled maintenance or any unscheduled downtime due to failures beyond Contractor's reasonable control (such as errors or malfunctions due to DEP's computer systems, or the client's local networks/Internet connectivity).

B. **System Performance**

The system is expected to render (or load) each page completely in under 3 seconds for any transactional process. If the system is available but 3 seconds or more lapse between each page refresh (as measured when exiting the provider's data center), then system performance is deemed sub-standard and will result in the following monthly service credits:

1. Any page refreshes taking more than 3 seconds more than 25% of the time will result in 3% of the monthly service fees payable as a credit;
2. Any page refreshes taking more than 3 seconds more than 50% of the time will result in 7% of the monthly service fees payable as a credit;
3. Any page refreshes taking more than 3 seconds more than 75% of the time will result in 10% of the monthly service fees payable as a credit;
4. Any page refreshes taking more than 10 seconds more than 25% of the time will result in 50% of the monthly service fees payable as a credit;
5. Any page refreshes taking more than 10 seconds more than 50% of the time will result in 100% of the monthly service fees payable as a credit;

II. MAINTENANCE

Contractor shall conduct scheduled weekly routine maintenance of the Software and Services during the period of 9 PM and 6 AM EST, on a mutually agreed date. Contractor shall give DEP at least five (5) business days prior notice of the exact date and time of any additional required maintenance outside of this window via e-mail.

III. SECURITY AND DISASTER RECOVERY REQUIREMENTS

At a minimum, Contractor shall backup all data on Service as follows: (a) daily incremental or full backups; (b) weekly full server backups; and (c) four (4) generations of weekly backups of all stored data at a secure

offsite location. Contractor shall implement measures to ensure that the backup data is accessible and maintained in a manner to enable restoration of the backup version of the Service within 24 hours in the event of a system malfunction or outage.

The service provider shall provide its services to the public jurisdiction and its end users solely from data centers in the United States (U.S.) Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

Contractor is required to backup data at an off-site, geo-redundant location. Additionally, the Contractor will export a copy of the daily incremental/full backup, and weekly full data backup, to the DEP’s secure FTP site. Exporting this data by use of DEP’s secure FTP site shall be in a consumable format agreed to by DEP.

The Contractor shall provide a copy of its disaster recovery plan.

IV. REQUESTS FOR SUPPORT

Contractor service support representatives will be available to respond to support requests by phone (x-xxx-xxx-xxxx) and e-mail (xxx@dxxx.com) during the hours of __ Eastern Standard Time, Monday through Friday excluding United States federally recognized holidays. Only DEP service administrators are authorized to submit service requests to Contractor. DEP service administrators will review all lower level requests first to determine the need to escalate to the Contractor support team as a Priority 1, 2, or 3 request.

V. RESPONSE AND RESOLUTION TIME

Contractor shall correct any error reported by DEP in accordance with the priority level as defined below:

Priority Category	Definition
Priority 1	An error that renders the software service inoperative or causes the licensed software/service to be unavailable or unusable.
Priority 2	An error other than a Priority 1 error that results in the loss of any major or significant feature or functionality of the software service or significant degradation of the performance of the licensed software/service or that significantly restricts DEP’s use of the software service.
Priority 3	An error other than a Priority 1 or 2 error that results in the loss of a less significant feature or functionality of the licensed software/service, including but not limited to inability to run/print a report, etc.

Priority	Time to Response	Time to Repair*	Financial Consequences for Unsatisfactory Performance
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1	4 hours	Up to 1 calendar day	3.33% monthly service/license credit after day 1 and an additional 3.3% per day until 100% monthly service credit is reached or issue is resolved.
2	1 business day	Up to 5 calendar days	If the Contractor fails to meet the Time to Response and/or Time to Repair requirements more than two times in succession during any month, the next payment for the ongoing service/license will be reduced by 5%.
3	2 business days	As scheduled for correction & implementation by Contractor and communicated to/approved by DEP	If the Contractor fails to meet the Time to Response (2 business days) and/or Time to Repair requirements as agreed to in writing by DEP more than two times in succession during any month, the next payment for the ongoing service/license will be reduced by 5%.

*Repair means to correct the error or provide a reasonable work-around solution that produces the desired result and is mutually agreed to in writing between the Contractor and DEP.