

APPENDIX C

511PA SERVICE LEVEL AGREEMENT

Appendix C 511PA Service Level Agreement

Definitions:

The following definitions shall apply to the 511PA Service Level Agreement (SLA):

“Downtime” – A period of time during which key components of the 511 system(s) are unavailable to the general public, there is more than a five (5) percent user error rate, or data latency exceeds ten (10) minutes. User error rate is measured based on server side error rate.

“Downtime Period” – A period of ten (10) consecutive minutes of constant or intermittent Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Period.

“Monthly Uptime Percentage” – The total number of minutes in a calendar month, minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

“Scheduled Downtime” – A time where the Bidder notifies PENNDOT at least five (5) business days prior to the commencement of such Downtime. There will be no more than twelve (12) hours of Scheduled Downtime per calendar year unless otherwise negotiated with and approved by the PENNDOT. Scheduled Downtime is not considered Downtime for the purposes of this 511PA SLA and will not be counted towards any Downtime Periods.

“Service” – The service(s) provided by the Bidder to PENNDOT under the Invitation For Bid.

“Credit” – A direct and agreed upon reduction in the monthly invoiced deliverables calculated as outlined in the following sections

“Business Hours” – Monday through Friday, 8AM to 5PM EST

“Non-Business Hours” – all hours except those hours identified as business hours; also referred to as “hours”

“PENNDOT” – Pennsylvania Department of Transportation (PennDOT)

Service level agreement provision of the 511PA services:

1. System Availability:

System Availability refers to the time the system(s) are fully functional, accessible and capable of meeting the contracted performance requirements. Bidder shall use commercially reasonable best efforts to provide service availability at or above 99.9% when calculated on a monthly basis. The availability measurement includes all Bidder provided circuits, software, and hardware for the 511 Telephony System, 511 Website, and Traveler Alert System.

The Bidder shall report on system availability monthly and shall use continuous proactive fault monitoring. Downtime shall be calculated from the Bidder’s first notification of service unavailability whether such notification is a result of proactive fault monitoring or verbal or written notification from PENNDOT or the public.

Bidder shall provide credits on that month’s invoice if service level requirements are below 99.9% for the applicable calendar (billing) month, according to the following table.

Monthly Uptime Percentage	Initial Credit Percentage of Total Monthly Charges	Additional Credit Percentage for each subsequent month where availability is below the applicable availability level
99.9 to 100%	0%	
98% to 99.9%	5%	1.0%
95% to 97.9%	15%	1.5%
90% to 94.9%	25%	2.0%
89.9% or below	50%	2.5%

The following monthly invoiced deliverable shall be individually subject to System Availability credits:

- D.1 – 511 Monthly Support and Operation

Example – If the 511 Telephony System was unavailable for four (4) hours within a 30-day month (720 total hours), then the Monthly Uptime Percentage is calculated at 99.44% ($(720 - 4) / 720 \times 100 = 99.44\%$). In this case, deliverable “C.1 Telephone Service Monthly Operations and Support” would be subject to a five (5) percent service credit.

If subsequent months have a Monthly Uptime Percentage below 99.9%, the service credit shall be calculated by adding Initial Credit Percentage plus the Additional Credit Percentage for each of the subsequent months where system availability fell below 99.9%. For example, if the Monthly Uptime Percentage was 98% Month 24 and assuming Month 23 had no credits applied then a 5% credit would apply to Month 24. However, if Month 23 had credits applied and Month 24 availability was 98% then the total credit would be 6% (5% plus an additional 1% credit)

The Bidder will not assess credits for failures by PENNDOT or other entity that supplies part of the solution, not under the control of the Bidder or its subcontractors.

2. Trouble Ticket Response:

The Bidder shall provide response to trouble/alarm tickets with the ticket acknowledgement and initial status in one (1) hour or less, 24 hours-per-day, 7 days-per-week, 365 days-per-year (24x7x365).

Trouble/alarm tickets received shall be resolved according to the parameters established within this Section. The restoration time requirements include travel time where applicable.

The following table shows examples of Severity Levels of Trouble Tickets. PENNDOT will determine the severity level assigned to tickets.

Ticket Severity Matrix			
PENNDOT reserves the right to assign severity levels as deemed necessary. The following are examples of PENNDOT standard severity levels:			
Severity 1	Severity 2	Severity 3	Severity 4
<ul style="list-style-type: none"> • Complete or substantial loss of service or severe degradation of the system that makes the service unusable. • Inability to use a mission-critical application. 	<ul style="list-style-type: none"> • Multiple users are affected by a service degradation or out-of-service condition. • Significant loss of service or high business impact. • Any service that affects certain key officials (executive personnel). • Failure of a redundant system component. 	<ul style="list-style-type: none"> • An individual line or port is out of service, or limited features for a small number of users (one to ten) are not functioning. • Minimal business impact, problem may be bypassed. • Some loss of service or other specific functionality is lost. • Non Service Affecting Alarms 	<ul style="list-style-type: none"> • An informational request or a fault that has no business impact.

Ticket Severity Matrix – Restoration Expectations			
Severity 1	Severity 2	Severity 3	Severity 4
Bidder shall have all services related to the trouble/alarm ticket restored within two (2) consecutive hours of receipt, or to the satisfaction of PENNDOT, identify the trouble to be a Non- Bidder issue.	Bidder shall have all services related to the trouble/alarm ticket restored within four (4) consecutive hours of receipt, or to the satisfaction of PENNDOT, identify the trouble to be a Non- Bidder issue.	Bidder shall have all services related to the trouble/alarm ticket restored within eight (8) consecutive business hours of receipt, or to the satisfaction of PENNDOT, identify the trouble to be a Non- Bidder issue.	Bidder shall respond to the information request, or have all services related to the trouble/alarm ticket restored within twenty-four (24) consecutive business hours of receipt, or to the satisfaction of PENNDOT, identify the trouble to be a Non- Bidder issue.

Remedies: Trouble Ticket Restoration Non-Compliance

Credits shall be assessed by the Bidder for non-compliance to the trouble ticket response/restoration requirements as set forth above. Downtime for each incident shall begin from the time notification/alarm is received and shall end when the equipment is returned to proper operating condition. A proactive ticket should be opened by the Bidder’s automated monitoring system and that alarm starts the outage period.

Restoration Timeframes Exceeded by:	Severity 1 Credits (per incident)	Additional Credit Percentage for each subsequent month where restoration is delayed
Less than or equal to ½ hour of delay:	• Credit 1% of the following month’s regular monthly charge.	• 1.0%
Greater than 1 hour of delay:	• Credit 2% of the following month’s regular monthly charge.	• 1.5%
Greater than 2 hour of delay:	• Credit 3% of the following month’s regular monthly charge.	• 2.0%
Greater than 4 hours of delay:	• Credit 5% of the following month’s regular monthly charge.	• 4.0%

Non-Compliance Restoration Timeframes Exceeded by:	Severity 2 – 4 Credits (average time to repair calculated on a monthly basis per severity level)	Additional Credit Percentage for each subsequent month where restoration is delayed
Less than or equal to 1 hour of delay on average of all tickets with the same severity level:	• Credit 1% of the following month’s regular monthly charge.	• 1.0%
Greater than 1hour of delay on average of all tickets with the same severity level:	• Credit 2% of the following month’s regular monthly charge.	• 1.5%

Greater than 2 hour of delay on average of all tickets with the same severity level:	• Credit 3% of the following month's regular monthly charge.	• 2.0%
Greater than 4 hours of delay on average of all tickets with the same severity level:	• Credit 5% of the following month's regular monthly charge.	• 4.0%

Trouble Ticket Response credits shall be applied to both monthly invoiced deliverable "511 Monthly Operation and Support."

Additional Credits shall be calculated for subsequent month(s) as in the example for System Availability.

3. Non-exclusivity:

All credits assessable through this SLA are in addition to any rights PENNDOT may have to pursue available remedies at law or under the contract, including but not limited to the assessment of damages against the Bidder or the suspension and/or termination the 511PA contract.