

Description of Support Service Levels

Technical Support, Maintenance and Help Desk Services

The Contractor must provide Help Desk support during normal business hours, 7 days a week. There will be two types of calls made to the contractor's Help Desk: system problems related to the workings of the application; and problems with functional issues within the application. For problems related to the application not working properly, DCS users will be instructed to report the problem to the ITS Service Desk. ITS will follow a standard process to triage and analyze the issue. If ITS determines that the problem can only be resolved by the Contractor, ITS will open a ticket with the contractor's Help Desk. There may also be problems that are functional, not technical. In these instances, it is expected that specified DCS staff will open a ticket with the vendor's Help Desk.

The Contractor's Help Desk support must include the following:

- Email and phone support (via a toll-free #) 7:00 AM to 5:00 PM ET seven days a week, excluding New York State designated holidays
- Remote diagnostics
- Access to the Contractor's ticketing system

The Contractor must participate in on-going support status meetings with ITS personnel, as needed, to troubleshoot problems with the system.

The Contractor is responsible for Corrective Maintenance. This type of maintenance includes diagnosing and fixing defects including, but not limited to, those found by users. Perfective Maintenance (i.e., implementing new or changed user requirements which concern functional enhancements to the software) will be addressed through the system change management process as described in RFP Section 6.50. Adaptive Maintenance (i.e., modifying the system to cope with changes in the software environment), where possible, will be the responsibility of ITS. ITS may require additional support from the vendor for adaptive maintenance. Such support must be provided through the change management process described in RFP Section 6.50.

Service Level Objectives

The Contractor must meet or exceed the Service Level Objective indicated below:

Defect Severity	Maximum Response Time	Minimum Service Level Met	Maximum Resolution Time	Chargeback/ Service Credit	Resources Applied
Severity 1	2 Hours	98% response rate	24 Hours	3% monthly support invoice for maximum response time; 3% monthly support invoice for maximum resolution time	Contractor will provide resources to fix until completed.
Severity 2	4 Hours	90% response rate	3 calendar days	3% monthly support invoice for maximum response time; 3% monthly support invoice for maximum resolution time	Contractor will provide resources to fix until completed.
Severity 3	2 calendar days	80% response rate	15 calendar days	3% monthly support invoice for maximum response time; 3% monthly support invoice for maximum resolution time	Contractor will provide resources to fix until completed.

Terms:

1. Chargeback/Service Credit - Contractor’s failure to meet or exceed the monthly Service Level Objective above will result in Service Level Credits to ITS.
2. Earnback methodology - Service credits shall be subject to earnback by Contractor in the following manner: Following the imposition of a credit by ITS, if Contractor meets the Service Level Objective giving rise to the credit for three consecutive months, the Service credit shall be negated and ITS will not apply the service credit.
3. Unrelieved Service Level Credits - For each reporting period, any Service Level Credits that are not relieved via the “Earn back” methodology as described above shall be considered “Unrelieved Service Level Credits.” The monetary amounts associated with Unrelieved Service Level Credits shall be credited to ITS on the next monthly invoice.

4. At Risk Cap. In no event shall the total amount of service credits imposed by ITS under the contract exceed 10% of Contractor's invoice amount for any reporting period.
5. Cause. Service credits must result only from failures solely caused by Contractor (where "cause" must allow for a de minimis contribution to the failure by ITS, DCS or a third-party). ITS must determine when Contractor has failed to meet a Service Level Objective.

Severity 1 Defect - A problem whose nature and/or severity prevent the State from continuing its business. A Level 1 Defect may have one or more of the following characteristics:

- A critical function of the application is not available;
- The application hangs indefinitely and/or causes other State applications to hang;
- The application crashes and/or causes other State applications to crash; and/or
- A security incident has occurred or is suspected to have occurred.

Severity 2 Defect - may have one or more of the following characteristics:

- The performance, functionality or usability of one or more parts of the application are severely degraded;
- Multiple users are impacted; and/or
- One or more business functions are unavailable or unusable by the end users.
- Incorrect application business function, resulting in data integrity issues

Severity 3 Defect - A failure of a system or part thereof which has a minor impact on a State business process and can be handled on a non-immediate basis. Examples may include user requests (e.g., a report is not formatted correctly) and peripheral problems (e.g., output fails to print properly).

The Contractor shall not close a Defect Fix unless that Fix shall have been demonstrated to either:
(a) repair the functionality, performance and usability of the application to its pre-Defect level or
(b) improve the functionality, performance and usability of the application from its pre-Defect level.

Note: The State will determine the level of severity of the defect.