

**West Virginia Division of Natural Resources**

**Electronic Licensing and Game Checking  
System (ELS)**

**DNR212181**

**Appendix E: Draft Service Level Agreement**

## ***Service Level Agreement***

This Appendix presents the proposed service level agreement (SLA) for the term of the contract. The SLA is the overarching agreement and is made up of SLA components. Each SLA component represents a reckoning of accountability, and consists of one or more measurable events and the corresponding Service Level Goal and metric calculation.

The vendor should present its invoice for the prior month along with the accompanying SLA reports for that month. Format for both will be determined during project initiation.

DNR seeks a vendor who will provide a high level of service to users with reliable access to critical systems and services. This Appendix details the minimum acceptable service levels required from the ELS vendor, as well as related vendor responsibilities such as service level monitoring and reporting.

This SLA covers the following service categories:

- System Operations Management
- Help Desk Support
- Asset/Inventory Management
- Game Checking
- Financial Services
- Contract Reporting
- Conversion
- Implementation

For each service within scope, this SLA describes specific services, performance targets, and committed service levels that are to be used to monitor the overall effectiveness of the services provided by the vendor.

## **System Operations Management**

The vendor is responsible for 24x7 availability of the ELS service and timely processing of transactions. The vendor can provide output from its system monitoring software to measure each Service Level Goal (SLG).

The following terms are used to define components of the SLA.

### **System Availability**

The ready state of the facility and environmental systems, servers, storage devices, interfaces, and internal network to accept user logons and provide complete online and batch access to run application programs and access databases.

### **Available Production Minutes**

Number of minutes available in the reporting period less the number of minutes that are required for approved system maintenance windows, i.e., [(60 x 24 x days-in-month)-approved downtime].

### **Transaction Response Time**

Elapsed seconds between receipt of a request at the central processor and the ELS systems' initiation of the appropriate response back to the issuing device. In other words, this measurement excludes the telecommunications transmission to and from the central server.

### **Implementation of Changes**

This involves impact and risk analysis of requested software changes, notification of the affected user community, and implementation of software changes. The vendor will not make software changes (releases of new/modified software code affecting DNR's production system, including software code changes, database structures, control data, configuration changes, or stored procedures furnishing interfaces to the DNR's real-time production database) without prior notice to DNR, and approval by DNR, which approval shall not be unreasonably withheld, conditioned, or delayed. All software changes will be made within negotiated maintenance windows except by prior approval. If a software change is an emergency change necessary to repair or correct a defect that puts vendor or any vendor customer at risk of immediate system failure, financial loss, or lack of system integrity, emergency approval from DNR will be sought during DNR's business hours Monday through Friday, and vendor may make such emergency change without prior approval after DNR's business hours or on weekends or holidays. In such case, vendor shall furnish an explanation of the circumstances necessitating the emergency change on the next business day. Successful rollout of a change within the maintenance window constitutes a successful change.

### **Disaster Recovery**

Disaster Recovery (DR) involves providing an alternate site with the appropriate production hardware/software, developing and maintaining the DR plan, developing and maintaining the DR recovery scripts, scheduling and testing the

DR plan, and recovery of production environment in the event of an actual disaster.

**Compromised Security**

Any event that results in unauthorized access to the ELS databases that contain the private information of Issuing Agents and Licensees.

Measurable Event	Service Level Goal	Calculation
System Availability	The system should be available 99.9% of Available Production Minutes	Actual minutes system is available / Available Production Minutes
Transaction Response Time	99% of transactions occur within 10 seconds	Number meeting SLA/ Total number of transactions
Implementation of Changes	100% of all system changes are completed successfully	Number of successful changes / Number of changes implemented.
Disaster Recovery	100% of DR tests and any needed recoveries result in System Availability within two days*	Number of successful recoveries / Number of disaster recovery tests and actual disasters
Compromised Security	The system will not allow the system security to be compromised	Met if the system security is not compromised

\* Although the goal for DR testing and DR recovery is within two days, the vendor will still be assessed damages for system unavailability.

## ***Help Desk Support***

This SLA component addresses the provision and integration of help desk services for agents and DNR staff. The vendor is responsible for providing 9:00 a.m. to 9:00 p.m., 7 days/week help desk support except during the month of November when 24 x 7 help desk support is required. Services include telephone support for problem reporting and resolution as well as the tools, procedures, and resources necessary to log, manage, and resolve problems with the ELS hardware, software, and telecommunications infrastructure. The vendor should use help desk software to track and manage help desk calls and to generate reports showing metrics for the service.

The vendor is not responsible for answering license or West Virginia regulation related questions; DNR staff is responsible for answering all licensing and West Virginia regulation related questions.

The following terms are used to define components of the SLA.

### **Incident**

A single support issue, typically denoted by a request for service or identification of a problem.

### **Queue Available**

The vendor call center queue is available for all help desk customers at all times. Vendor will not be responsible for a telecommunications outage or issue that prevents a call from reaching vendor's phone system.

### **Abandoned Call**

A call that is disconnected by the caller prior to a call center representative answering.

### **First Contact**

Initial contact with a call center representative for a service request or problem.

### **Time to Resolve**

The elapsed time between the first contact between the end-user with the vendor and resolution of the problem and restoration of functionality.

### **Level 1 Closed Call**

A call to the Help Desk is considered closed if the caller agrees that the issue is resolved or the ELS vendor escalates the call.

### **Level 2 Closed Call**

These are calls that will require activity such as repairing or replacing a device, referring the call to the DNR, or providing supplies. Resolution is expected in days instead of minutes.

The accompanying table describes all service levels, measurable event, and target levels for help desk services. The following service levels are applicable to 1st level (participant only) and 2nd level and higher support.

Measurable Event	Service Level Goal	Calculation
Queue Available	Queue will be available 100% of the time	Queue availability at all times
Call abandonment	95% of calls result in First Contact	Number of calls resulting in First Contact/Number of calls received
First Contact	90% of calls reaching queue will be answered < 2 minutes by a person	Number of calls answered within allotted time / Total number of calls
Time to Resolve (Level 1)	95% of incidents arising from answered calls are closed < 30 minutes from initial call to help desk	Number of closed calls within 30 minutes / Total number of calls
Time to Resolve (Level 2)	100% of incidents arising from answered calls are monitored to completion	Met if all calls are monitored

## ***Asset/Inventory Management***

The vendor is responsible for replacing defective equipment and for upgrading equipment that wears out over the life of the contract. Replacement of defective or malfunctioning equipment applies only to vendor provided license sale hardware. Replacement/upgrade can normally occur via overnight delivery. Vendor shall be prepared to provide on-site assistance to ensure that equipment is functioning within the required service level.

In addition, the vendor is responsible for shipping consumable inventory (license stock) to agents upon request or based upon the system detection that the agent supply needs replenished.

The following terms are used to define components of the SLA.

### **Peak Time**

Peak business dates will be communicated annually in writing by DNR and are directly related to two specific events, as follows:

- The week immediately preceding the opening of deer archery season and the opening day of the season. Deer archery season typically opens on the Saturday closest to October 1. As an example, in 2012, deer archery season opens on September 29, so peak would be Saturday, September 22 through Saturday, September 29.
- The week immediately preceding the opening of buck hunting season and the opening day of the season. As an example, in 2012, buck gun season opens on Monday November 19, so peak would be Monday, November 12 through Monday, November 19.

### **Non-Peak Time**

Any time not included in Peak Time.

### **Replacement of Defective or Malfunctioning Equipment**

A malfunctioning device is considered replaced when the equipment is operational and capable of selling licenses. This excludes problems with agent-provided equipment.

Measurable Event	Service Level Goal	Calculation
Replacement of defective or malfunctioning equipment	<p>NON-PEAK: 95% of calls received prior to 2 p.m. Eastern Time will result in overnight shipment and replacement before 2 p.m. Eastern Time the next business day of the affected agent</p> <p>PEAK: 99% of calls received prior to 2 p.m. Eastern Time will result in overnight shipment and replacement before 2 p.m. Eastern Time the next business day of the affected agent</p>	Number meeting SLA/ Total number requiring shipment
Provision of consumable inventory	100 % of consumable inventory is received by the Issuing Agent within three business days of request	Number meeting SLA/ Total number of requests
POS Installation/ Training (New Agents) During New Implementation Rollout	Installation, testing, and training for new agents will occur within 10 business days of successful upload of new agent record to the host 99% of the time (subject to a maximum of 100 per week)	Number meeting SLA/ Total number of new agents
POS Installation/ Training (New Agents) Additions after Implementation	Installation, testing, and training for new agents will occur within 10 business days of successful upload of new agent record to the host (not counting time during which agent is unwilling, unable, or uncooperative to proceed)	Per Instance of Failure

## **Game Checking**

The vendor is responsible for 24 x 7 availability of the ELS Game Checking service during an open season. Service includes game checking by Internet, at an agent location, or telephone via Interactive Voice Response (IVR).

The following term is used to define this component of this SLA.

### **IVR Availability**

The ready state of the IVR to accept game checking calls.

<b>Measurable Event</b>	<b>Service Level Goal</b>	<b>Calculation</b>
IVR Availability	IVR should be available 99.9% of Available IVR Minutes	Actual minutes IVR is available/Available IVR minutes

## **Financial Services**

The vendor will serve as fiduciary agent for the DNR in calculating, preparing, and transmitting EFT “feeder” transactions. The SLA applies to the accuracy of the following components:

- Calculated cash flow, i.e. the correctness of ELS-determined charges
- Executed EFT “feeder” transactions (the West Virginia Treasurer’s E-Government Program executes the actual electronic funds transfer based on the “feeder” transactions from ELS)
- Executed accounting transactions into the CGI Advantage system

The following terms are used to define components of the SLA.

### **Correct EFT Transaction**

Transmission of the correct funds transfer information to the EFT/ACH interface but does not include the success or failure of the transfer.

### **Correct CGI Transaction**

Transmission of the correct revenue accounting information to the CGI Advantage interface.

<b>Measurable Event</b>	<b>Service Level Goal</b>	<b>Calculation</b>
Batch sweep, per final specifications	100% of agent remittances are calculated correctly prior to initiating the EFT	Number of agents with correct remittances / Total number of agents selling during the period
EFT “feeder” transactions submitted to ACH from each sweep	100% of EFT “feeder” transactions result in the correct transfer of funds	Number of correct EFT “feeder” transactions / Number of EFT “feeder” transactions
CGI transactions submitted	100% of CGI transactions occur with the correct distribution of funds into revenue accounts	Number of correct CGI transactions / Number of CGI transactions

## **Contract Reporting**

Detailed measurement and performance reports will be prepared by the vendor and submitted to the DNRs as follows:

The following terms are used to define components of the SLA.

### **EFT Status Report**

This will provide detailed information on prior-day EFT activity and is due by 8:00 a.m. on the following business day.

### **Monthly Status Report**

This will allow DNR to monitor and track performance. Either party as needed to ensure service level fulfillment may call Service Reviews. This is due within ten (10) days of month end. The SLA reports to be included within the Monthly Status Report are:

- Transaction Processing Outage Log
- Internet Availability Report
- Report of Event of Compromised Security
- Help Desk First Contact Report

### **Annual Service Level Report**

This will be made available to all involved parties/support groups participating in the annual SLA performance review. This report shall contain the same SLA reports required as part of the Monthly Status Report, with the required data covering a reporting year.

<b>Measurable Event</b>	<b>Service Level Goal</b>	<b>Calculation</b>
EFT Status Report	100% of EFT Status Reports must be available by the specified time	Number of EFT Status reports delivered within the specified time / Number of required EFT status reports
Monthly Status Report	100% of Monthly Status Reports will be delivered within 10 business days of month-end	Met if Monthly Status Report is delivered within the required timeframe
Annual Service Level Report	100% of Annual Service Level Reports will be delivered by January 31 for the preceding calendar year	Met if Annual Status Report is delivered within specified timeframe

## **Conversion**

The timing and accuracy of converting DNR agents, customers, license items, and licenses (the licenses held by the customer) from the current POS, Internet, and lifetime systems to the ELS is a critical factor in the success for DNR. DNR is responsible for providing the data to the vendor in a format agreed to by DNR and the vendor. The vendor is responsible for converting the DNR-supplied data and loading that data into the ELS database within the timeframe identified in the approved Project Plan.

The following terms are used to define components of the SLA.

### **ELS Database Load**

The process of converting the DNR-provided data and loading that data into the ELS database.

### **Conversion**

All data has been migrated from the existing DNR databases and successfully loaded into the ELS database. Additionally, all ELS processes are able to access and process the converted data.

<b>Measurable Event</b>	<b>Service Level Goal</b>	<b>Calculation</b>
ELS Database Load	99% of all records provided the vendor by DNR are converted and successfully loaded into the ELS database within the timeframe identified in the approved Project Plan	Number of records converted successfully/ Number of records to be converted

## **Implementation**

The timing of system acceptance and implementation is a critical factor in the success for DNR. The following dates pertain to this SLA component.

### **January 1, 2015**

The vendor must commit to a production implementation date of January 1, 2015.

The following term is used to define components of the SLA.

### **Implementation**

“Implementation” is defined as a fully functional system, operating as defined per specifications, with electronic accessibility by all impacted users. In addition, all impacted agents will have received device(s), supplies, and training; and all impacted DNR staff have received relevant device(s) and training.

<b>Measurable Event</b>	<b>Service Level Goal</b>	<b>Calculation</b>
Implementation	Implementation completed as defined, with sign-off by DNR	Met if the agreed upon implementation date is achieved

## ***Downtime Damages***

This section describes the financial penalties, applied on a monthly basis, in cases where the vendor fails to meet the conditions of the contract.

“Downtime” represents ELS system unavailability via the designated telecommunications medium, from the point where the vendor’s computing environment touches the Internet or other telecommunications infrastructure. Unless the vendor provides proprietary network connectivity, the issuing agents are responsible for their own telecommunications link to the vendor.

For purposes of determining damages, the metrics apply to either a complete or a partial outage, as summarized below.

### **Complete System Outage**

The central computing environment is unavailable, and no agents are able to sell licenses.

### **Partial System Outage**

The central computing environment is unavailable, and some issuing agents are unable to sell licenses.

The following definitions are used for determining whether the outage occurred during peak or non-peak times.

### **Peak Time**

Peak business dates will be communicated annually in writing by DNR and are directed related to two specific events, as follows:

- The week immediately preceding the opening of deer archery season and the opening day of the season. Deer archery season typically opens on the Saturday closest to October 1. As an example, in 2012, deer archery season opens on September 29, so peak would be Saturday, September 22 through Saturday, September 29.
- The week immediately preceding the opening of buck hunting season and the opening day of the season. As an example, in 2012, buck gun season opens on Monday November 19, so peak would be Monday, November 12 through Monday, November 19.
- For Game checking only, the first seven days following the opening of buck gun season. As an example, in 2012, buck gun season opens on Monday, November 19, so peak for game checking would be Monday, November 19 through Sunday, November 25.

### **Non-Peak Time**

Any time not included in Peak Time.

**Downtime Damages:**

The damage amounts in the accompanying tables represent a good faith effort to quantify harm to DNR for significant system outages. All figures were derived using monthly revenue figures for Calendar Year 2010. The daily revenue is a direct loss to DNR. In addition, the weighted multiplier is used to calculate unquantifiable damages that will result from loss of revenue; it is higher in months with peak sales volumes.

These damages will begin to be assessed after four (4) hours during non-peak time and one (1) hour during peak time following the initial report of an unscheduled system outage and will continue to be assessed for every subsequent 24-hour period until service is restored. The table above shows the daily rate to be applied for each 24-hour period in a month where the service is unavailable.

Downtime Damages							
Month	Weight	Days / Month	2010 Revenue in Dollars			Daily Damages	
			Monthly	Daily	Average per Agent per day *	Complete System Outage (All Agents)	Partial Outage (Per Agent)
Jan	1.5	31	\$923,698	\$29,797	\$106	\$44,695	\$160
Feb	1.5	28	\$473,406	\$16,097	\$60	\$25,361	\$91
Mar	2.0	31	\$1,453,511	\$46,887	\$167	\$93,775	\$335
Apr	2.0	30	\$2,224,818	\$74,161	\$265	\$148,321	\$530
May	2.0	31	\$1,091,257	\$35,202	\$126	\$70,404	\$251
Jun	1.5	30	\$650,138	\$21,671	\$77	\$32,507	\$116
Jul	1.5	31	\$543,749	\$17,540	\$63	\$26,310	\$94
Aug	1.5	31	\$353,170	\$11,393	\$41	\$17,089	\$61
Sep	2.0	30	\$1,000,035	\$33,334	\$119	\$66,669	\$238
Oct	2.0	31	\$2,171,173	\$70,038	\$250	\$140,076	\$500
Nov	2.0	30	\$4,636,298	\$154,543	\$552	\$309,087	\$1,104
Dec	1.5	31	\$311,288	\$10,042	\$36	\$15,062	\$54

\* Assume 280 Agents

Below are some scenarios to demonstrate the calculations for agent downtime:

**Example 1:**

On November 12, the ELS vendor encounters a problem at 2:00 p.m. that results in a computer system outage and no agent can sell licenses. The problem is resolved at 2:15 p.m. November 12 is peak time which means damages will be assessed if the system is not available within one (1) hour of the onset of system unavailability. Since the system was only unavailable for 15 minutes, no damages will be assessed.

**Example 2:**

On November 12, the ELS vendor encounters a problem at 2:00 p.m. that results in a complete system outage and no agent can sell licenses. The problem is resolved at 3:30

p.m. November 12 is peak time which means damages will be assessed if the system is not available within one (1) hour of the onset of system unavailability. Since the system was not available for 1½ hours, the vendor will be assessed damages in the amount of \$309,087.

Example 3:

On November 12, the ELS vendor encounters a problem at 2:00 P.M. that results in a partial system outage and 33 agents cannot sell licenses. The problem is resolved at 3:30 p.m. November 12 is peak time which means damages will be assessed if the system is not available to those affected agents within one hour of the onset of system unavailability. Since the system was not available for 1½ hours, the vendor will be assessed damages in the amount of \$36,432 (33 agents x \$1,104).

Example 4:

On June 2, the ELS vendor encounters a problem at 2:00 p.m. that results in a complete system outage and no agent can sell licenses. The problem is resolved at 8:00 p.m. June 2 is non-peak time which means damages will be assessed if the system is not available within four (4) hours of the onset of system unavailability. Since the system was not available for six (6) hours, the vendor will be assessed damages in the amount of \$32,507.

In each example, if the problem is not resolved until the next day, the vendor will be assessed the daily rate again.

## Penalties

The accompanying table presents financial damages for failure to meet designated SLA components.

Measurable Event	Financial Damages <sup>1</sup>	Calculated Once for Each
<b>System Operations Management</b>		
System Availability	Calculated based on the downtime damages	24-hour period after the onset of unavailability
Transaction Response Time	\$5,000	Reporting period
Implementation of Changes	\$1,250	Reporting period
Disaster Recovery	None	Reporting period
Compromised Security	\$25,000	Reporting period
<b>Help Desk Support</b>		
Queue Available	\$250	Reporting period
Call Abandonment	None	Reporting period
First Contact	\$5,000	Reporting period (other than a reporting period in which Downtime Damages are assessed)
Time to Resolve (Level 1)	\$2,500	Reporting period
Time to Resolve (Level 2)	None	Reporting period
<b>Asset/Inventory Management</b>		
Replacement of defective or malfunctioning equipment	\$7,500	Reporting period
Provision of consumable inventory	\$125	Reporting period
POS Installation/ Training (New Agents)	\$15,000	Reporting period
POS Installation/Training (New Agents) Additions after Implementation.	\$250	Per Instance of Failure Per Agent
<b>Game Checking</b>		
IVR Availability	\$10,000	Reporting period
<b>Financial Services</b>		
Batch sweep, per final specifications	\$500 for every 10 agents negatively affected	Reporting period
EFT "feeder" transactions submitted to ACH from each sweep	\$500	Reporting period
CGI transactions submitted	\$500	Reporting period
<b>Contract Reporting</b>		

<sup>1</sup> Unless otherwise noted, the fixed dollar damages in the table are the damages due to DNR. The penalty is payable to DNR with respect to which the failure to meet the SLA occurred.

Measurable Event	Financial Damages <sup>1</sup>	Calculated Once for Each
EFT Status Report	\$250	Reporting period
Monthly Status Report	\$250	Reporting period
Annual Service Level Report	\$500	Reporting period
<b>Conversion</b>		
ELS Database Load	\$1,000	Day the conversion is delayed beyond timeframes in project plan
<b>Implementation</b>		
Implementation	Calculated based on the downtime damages	Day the implementation is delayed

### ***Payment of Service Level Agreement (SLA) Damages***

Payment of SLA damages shall be paid by the vendor and collected by DNR by deducting them from the invoices submitted under this Contract or any other contract vendor has with DNR, or by billing the vendor as a separate item.

When determined appropriate by DNR's Project Manager, the vendor may obtain relief from the continued assessment of SLA damages. Except as waived by DNR's Project Manager, no SLA damages imposed on the vendor shall be terminated or suspended until the vendor has issued a written notice of correction to DNR's Project Manager verifying the correction of condition(s) for which SLA damages were imposed.

### ***SLA Review***

On an annual basis, DNR and the vendor will review service levels and associated damages. Where necessary, and upon mutual agreement, specific components and/or associated damages may be adjusted.