

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
SERVICE LEVEL AGREEMENTS (SLA)
ATTACHMENT K

This section sets forth the performance standards for the Service Level Agreements (SLAs) between the Contractor and the State. The State shall hold the Contractor accountable for performance under this Contract. The tables and descriptions below provide the framework for the standards and the implications of meeting versus failing to meet the standards based on the level of importance to the State.

The Contractor is required to track and report monthly performance related to each SLA. Reports provided by the Contractor will include sufficient data to enable the State's verification of the performance criteria. The State shall have the right to audit the Contractor's data to verify the accuracy of any Contractor-furnished report. Performance reports will be delivered to the State at a mutually agreed upon time, but no later than 30 days after the end of the reporting month. The State shall have the right to request a meeting with the Contractor to review results; the meeting will be held within one week of the request.

In addition to all the remedies available at law or equity and under the terms and conditions of the Master Service Agreement, the State reserves the right to enforce the terms and SLAs through Corrective Action Plans (CAPs) or administrative fees.

Corrective Action Plan Minimum Guidelines

The State may request, or the Contractor may propose, a CAP for performance which does not meet the minimum level of service standards. The CAP must, at a minimum, address the causes of the deficiency, the impacts, and the measures being taken and recommend actions to remedy the deficiency; the CAP must indicate whether the solution is permanent or temporary. It must also include a timeline showing when the deficiency will be remedied, and when the permanent solution will be implemented. The proposed CAP must be submitted by the Contractor within five (5) business days from the date requested by the State. The CAP must be submitted under the signature of the State Contract Administrator; it must be approved by the State. If the recommendations in the CAP are not acceptable to the State, the State may provide suggestions and direction to bring the Contractor into compliance. If the State has no objections to the CAP, the CAP shall be implemented within 24 hours. From that point, the Contractor has the agreed upon timeline to remedy the issues and meet the standards. If the Contractor has not fully remedied the issues outlined in the CAP by the end of the timeline, the State reserves the right to extend the CAP, issue a new CAP, and/or obtain a credit of \$500 for each day (including partial days) the deadline is exceeded.

Administrative Fees

While the State does not directly pay the Contractor for its services under this Contract, the State nonetheless dedicates its resources to the management and success of the programs enabled by this Contract. Accordingly, if the Contractor does not meet the minimum level of services under this Contract the State must direct additional resources to the management thereof. To recompense the State for these resources, the Contractor and the State agree to the Administrative Fees outlined in this section. The Contractor's performance is more critical in some areas than others therefore the Contractor and the State agree that certain performance lapses on the part of the Contractor cause more resources to the State than others. These levels are divided into Critical and High Priority.

Critical: Extreme disruptions causing delayed payments or inability to use cards for any time.

High Priority: Disruptions which cause delays or interruptions in effectively managing the program.

The parties agree that calculating the actual amount of damages incurred by the State would be difficult to prove. Accordingly, the Contractor agrees to pay administrative fees as set forth below, which the parties agree are fair and reasonable and are not a penalty. Unless otherwise stated, the administrative

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
SERVICE LEVEL AGREEMENTS (SLA)
ATTACHMENT K

fees are applied only after the Contractor has been given a CAP and the CAP has failed to resolve the SLA. The State has the discretion to accept multiple CAPs from the Contractor over the life of the contract or impose the administrative fees as agreed.

The parties agree the administrative fees shall continue to accrue until the underlying performance lapse is fully remedied. The State desires to manage a seamless and efficient program and wishes to avoid issuing CAPs or accruing administrative fees. The Contractor and the State also recognize there may be extenuating circumstances or failures of third parties, or the part of the State, which may contribute to the Contractor's performance lapse.

The Contractor will track and report administrative fees owed to the State as part of the monthly SLA performance report. The Contractor will include payment of the accrued administrative fees to the State with the State's annual rebate payment.

Instructions: Please indicate your ability and willingness to meet each drafted SLA. If you would like to offer a modification or enhancement to the SLA, please describe offered modification or enhancement in the space provided. Respondents may also offer additional SLAs not included in the list of draft SLAs for the State's consideration. This list may be modified to include commitments agreed to during the RFS process and will be updated during contract finalization. It is the goal of the State to negotiate and create a single governing SLA document to be included in the resulting Contract.

If a space is left blank, you will be implying that your company cannot meet the draft SLA(s); the proposal will be evaluated accordingly.

I. Draft Performance Standards

#	Performance Metric	Importance Level	Description	Standard/ Calculation	Minimum SLA	Corrective Action Plan (CAP)	Administrative Fee	Agree?	Offered Modification/Enhancement to Draft SLA
1	Calls to CSR's	Critical	CSR's must be available 24 hours every single calendar day of year.	Hours of CSR availability per day / 24 hours	100%	Corrective Action Plan at State's discretion	\$3,000 for 50% or less performance per month; \$2,500 for less than 100% performance per month	No	Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason. However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
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ATTACHMENT K

									work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.
2	Online Platform "Up Time"	Critical	Percentage of hours the online platform is accessible 24 hours per day	Total hours the online platform is available/24 hours per day	99.90%	Corrective Action Plan at State's discretion	\$1000 for every month Contractor fails to meet standard.	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
3	Invoicing	Critical	Provide accurate, electronic monthly invoices within 1 business day after the end of the billing	Total # of inaccurate invoices received monthly / Total # of invoices received monthly	100%	Corrective Action Plan at State's discretion	\$1000 for every month Contractor does not meet SLA	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p>

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
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ATTACHMENT K

			cycle (accurate invoices are when the transaction file & the invoice match total amount due and reflect an accurate due date/past due date)						However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.
4	ACH Processing	Critical	Daily ACH payments/cred its are applied to the correct account per State remittance; payments/cred its incorrectly applied will be corrected within 2 business days of notification and the file turn calculation will be adjusted with the original date the payment was received by	Date of corrected payment/credit – Date of original State remittance	2 business days or less	Corrective Action Plan at State's discretion	\$1000 for every day beyond the stated allowance the payment/credit is not corrected and the file turn is not adjusted	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
SERVICE LEVEL AGREEMENTS (SLA)
ATTACHMENT K

			the Contractor from the State						
5	Stranded Traveler	Critical	Overrides are available and successful for travelers in emergency situations 24/7/365 (Successful is defined as the cardholder can utilize the card in intended manner for which prompted the stranded traveler call).	# of successful stranded traveler overrides / # of stranded travelers seeking assistance	100%	Corrective Action Plan at State's discretion	\$1000 for every month Contractor does not meet standard	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
6	Conversion: Account Creation & Card Issuance	Critical	Must issue new cards to 100% of existing cardholders no later than 15 calendar days	# of converted accounts issued within 15 calendar days before conversion date / Total # of	100%	Corrective Action Plan at State's discretion	\$1000 a day the SLA is not met until 100% is reached (partial days count as full days)	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with</p>

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
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			before the conversion date of the respective transition plan to ensure no disruption travel or procurement of goods or services	existing cardholders eligible for conversion					<p>service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
7	Delinquency Notices	Critical	Accurate delinquency notices (in accordance with RFS requirements) will be emailed to State within one business day of monthly cycle end dates (one central bill = one notice)	Total # of incorrect monthly delinquency notices / Total # of notices received monthly	100%	Corrective Action Plan at State's discretion	\$500 for every month Contractor does not meet standard	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
SERVICE LEVEL AGREEMENTS (SLA)
ATTACHMENT K

8	Timeliness of ERP PeopleSoft File Receipt	Critical	Daily file will be received by x (regardless of notice to the State of delayed file)	Date file received – Expected file date	0 days	Corrective Action Plan at State’s discretion	\$500 for every day file is delayed (partial days will count as full days)	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
9	Invoice Errors	Critical	Contractor must correct and reissue inaccurate invoices within 2 business days of notification	Date of receipt of corrected invoice – Date of notification	2 business days or less	Corrective Action Plan at State’s discretion	\$250 every day after the SLA is not met; partial days count as a full day	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and</p>

RFS 22-67238: PROCUREMENT and TRAVEL CARD PROGRAM
SERVICE LEVEL AGREEMENTS (SLA)
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10	Notice of delayed ERP PeopleSoft File	Critical	Notice to State of delayed file must be provided within two hours after expected timeframe	Time notice was given – Expected file delivery time	2 hours or less	Corrective Action Plan at State's discretion	\$200 for every hour notice is not provided beyond past 2 hour grace period	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
11	Online Platform Outage Notification	Important	Report outages to the State at time of occurrence within 2 business hours (6AM-6PM)	Time of notification – Time of notice	2 business hours or less	Corrective Action Plan will be issued after 2 incidences within 3-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with</p>

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12	Email Response Time	Important	Customer Service response time for email communications	Date of response – Date of original communication	1 business days or less	Corrective Action Plan will be issued after 3 incidences within 3-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	<p>No</p> <p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>

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SERVICE LEVEL AGREEMENTS (SLA)
ATTACHMENT K

13	Online Platform Upgrades and Maintenance: Planned Changes	Important	Report planned online platform upgrades and maintenance 2 weeks prior to implementation	Date of State notification – Date of online platform upgrade and maintenance initiation	2 weeks or less	Corrective Action Plan will be issued after 3 incidences within 3-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
14	Online Platform Upgrades and Maintenance: Emergency Changes	Important	Report unplanned/emergency changes (prior to pushing the change to production) to the State within 24 hours	Time/date of State notification – Time/date of emergency online platform upgrade and maintenance occurrence	24 hours or less	Corrective Action Plan will be issued after 2 incidents within 3-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and</p>

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SERVICE LEVEL AGREEMENTS (SLA)
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15	Standard Account Creation & Card Issuance	Important	New credit cards are received within 10 business days of account approval	Delivery date – Account approval date	10 business days or less	Corrective Action Plan will be issued after 3 incidences within 6-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>
16	Rush Account Creation & Card Issuance	Important	New rush credit cards are received within 5 business days of account approval.	Delivery Date – Account approval date	5 business days or less	Corrective Action Plan will be issued after 3 incidences within 6-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	No	<p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with</p>

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17	Notice of Application Status	Important	Notice to State regarding application approvals or denials will be provided within one business day from application date.	Date notice is given to State - Date State submits application	1 business day or less	Corrective Action Plan will be issued after 3 incidences within 6-month period	See Corrective Action Plan Minimum Guidelines for failed or delayed CAPs	<p>No</p> <p>Given the size of our Commercial Card portfolio, we must retain uniformity and flexibility with respect to our service level standards. We do not contractually commit to service levels nor agree to any penalty fees associated with service levels requested by clients for this reason.</p> <p>However, we are committed to providing quality in all facets of our business. We back this up with numerous internal quality initiatives that are consistently analyzed and reviewed by senior management. We work with external firms to review our quality benchmarks against industry standards. We would be pleased to further discuss this subject with the State as part of the contract negotiation process, if needed.</p>

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SERVICE LEVEL AGREEMENTS (SLA)
ATTACHMENT K