

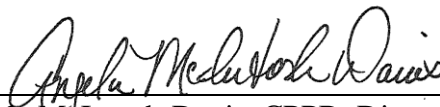
January 20, 2023

ERRATUM/ ADDENDUM # 1

RFP #6808.1 Integrated Web-based Student Transportation Routing and GPS Tracking System

Please note the following changes to above-mentioned Request for Proposal:

1. The due date has been extended **from** Friday, January 27, 2023 at 2:00 p.m. **to** Friday, February 3, 2023 at 2:00 p.m.
2. Per the response in the Question and Answer document, attached please find the sample Service Level Agreement.
3. As mentioned in the Pre-Proposal conference, a follow-up Q&A will be posted not later than Tuesday, January 24, 2023 to clarify those questions noted in the Q&A that could not be answered at that time.
4. All other terms and conditions remain the same.



Angela McIntosh-Davis, CPPB, Director
Division of Procurement

AMD

Please indicate your receipt of this notice by signing below and return with your bid or under separate cover.

Accepted: _____
Name and Title

Name of Company: _____

APPENDIX X

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) between the [Service Provider] and Montgomery County Public Schools (“MCPS”) governs the use of the [Service Provider] in accordance with the Agreement with MCPS. If there is any conflict between the Agreement and this SLA, the Agreement shall govern.

1. Availability Service Level

1.1. Definition.

“Availability” shall mean the availability of the [Product] for use by the MCPS to view and download content. The Digital Content Provider shall use commercially reasonable efforts to make the [Product] available with a Monthly Uptime Percentage of at least 99.9% during any calendar month. Subject to the SLA Exclusions, if the [Service Provider] does not meet the Service Level Commitment, MCPS will be eligible to receive a Service Credit. Any unavailability of the [Product] resulting from scheduled maintenance for which [Service Provider] provided notice under Section 3 of this SLA will not be deemed to be non-Availability, except to the extent such scheduled maintenance time is in excess of four (4) hours in the applicable calendar month.

1.2. Measurement.

Availability measurements of the [Product] shall be performed by the [Service Provider].

1.3. Service Level Commitment.

During each calendar month, the [Service Provider] shall provide an average combined Availability of no less than 99.9%.

1.4. Incident Management Procedure.

The [Service Provider] shall respond to an incident resulting in MCPS’s loss of use or functionality of the [Product] (“Incidents”) in accordance with time intervals and other requirements corresponding to the applicable Incident priority levels set forth in the below table. Incident priority levels will be reasonably determined by the [Service Provider] in a manner consistent with the below descriptions. MCPS shall provide commercially reasonable assistance to the [Service Provider] in connection with the [Service Provider]’s efforts to respond to an Incident.

Incident Priority	Incident Description	Response Time Service Level*
Priority 1:	<ul style="list-style-type: none">• Service is down or unavailable; or• Service function is so severely impacted that there is, or if the Incident is not resolved there will likely be, a halt to MCPS’s business; or	The [Service Provider] will respond to and commence efforts to fix a Priority 1 Incident within 2 hours after notification of such Incident from MCPS. The [Service Provider] shall acknowledge receipt of MCPS’s initial notification of a Priority 1 Incident

Incident Priority	Incident Description	Response Time Service Level*
	<ul style="list-style-type: none"> >95% of the end users at a school are unable to access or use the service. 	within 1 hour, and shall provide status updates thereafter.
Priority 2:	<ul style="list-style-type: none"> Service functionality is substantially impacted or significant service performance degradation is experienced with high impact to MCPS's business operations affecting 75% to 95% of the end users at a school. 	The [Service Provider] will respond to and commence efforts to fix a Priority 2 Incident no later than 12 hours after notification of such Incident from MCPS. The [Service Provider] shall acknowledge receipt of MCPS's initial notification of a Priority 2 Incident within 2 hours, and shall provide status updates thereafter.
Priority 3:	<ul style="list-style-type: none"> There is a partial, non-critical impact to service functionality or service performance degradation with medium to low impact to MCPS's business operations at a school. 	The [Service Provider] will respond to Priority 3 Incidents no later than 48 hours after notification of such Incident from MCPS. The [Service Provider] shall acknowledge receipt of MCPS's initial notification of a Priority 3 Incident within 12 hours, and shall provide status updates thereafter.
Priority 4:	<ul style="list-style-type: none"> Requests involving routine technical issues; or Inquiries regarding service capabilities; or Notice of minor service performance issues for which a fix or work around is available. 	As may be available or as may be included in a future update or version.

*In the event that MCPS reports an Incident outside of the [Service Provider]'s normal business hours, the respective time for the [Service Provider] to respond to such Incident shall carry over to the next business day.

1.5. Sole Remedy.

Unless otherwise mutually agreed upon by the parties, MCPS's sole and exclusive remedy for any unavailability, non-performance, or other failure by the [Service Provider] to provide the [Service Provider] is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA. MCPS shall be entitled to a Service Credit applied against future payments due from MCPS to the [Service Provider]. In event that the Availability falls below 99.9%, or the [Service Provider] fails to meet a Response Time Service Level (as described in Section 1.4 above) in any given month, the [Service Provider] agrees to provide MCPS a credit in the amount of 1/12th of the total annual amount of fees to be paid by MCPS to the [Service Provider] for the currently applicable year under the Agreement. Unless otherwise mutually agreed upon by the parties, the foregoing remedy is MCPS's sole and exclusive remedy, and the [Service Provider]'s sole and exclusive obligation, for any failure to meet any service level commitment. Such remedies may not be aggregated.

2. Conditions

2.1. Notification.

To receive credit for a non-Availability incident that has not been acknowledged by the [Service Provider], MCPS must notify the [Service Provider] within ten (10) business days after the end of the calendar month in which the non-Availability incident occurred and include therein the dates and times of each such incident. The [Service Provider] shall make available to MCPS monthly uptime data for MCPS to determine whether an unacknowledged non-Availability incident has occurred in the previous calendar month.

2.2. Amounts.

Any and all remedies stated herein for any particular month shall not exceed the amount of the license fee applicable for such month. Any credits provided by the [Service Provider] against future payments shall not affect MCPS's obligation to pay to the [Service Provider] amounts already due and payable.

2.3. Credits.

In all places where the term "credit" is used in this SLA, the parties acknowledge and agree that such term shall be understood to mean a credit that is to be applied against future amounts that become due and owing from MCPS to the [Service Provider].

2.4. Exclusions.

The service level commitments stated herein shall not apply under any of the following circumstances: (i) any usage by MCPS of the [Product] that violates the Agreement or this SLA; (ii) failure of any components or systems that are supplied by MCPS; (iii) force majeure events; (iv) MCPS's negligent, reckless, or intentional acts or omissions, or the negligent, reckless, or intentional acts or omissions of others authorized by MCPS to use the [Product]; (v) delays caused by MCPS, MCPS facilities, or MCPS equipment, or lack of access to facilities due to MCPS's acts or omissions; and (vi) downtime arising from service and maintenance activities performed by or for the [Service Provider] that occur during normal service periods.

3. Notifications

The [Service Provider] shall provide MCPS at least twenty-four (24) hours advance notification of scheduled maintenance to the [Product]. Notwithstanding the foregoing, the [Service Provider] agrees that scheduled maintenance shall not occur Monday through Friday between 7:00 a.m. and 6:00 p.m.