

**Service Level Agreement Between
West Virginia State Bureau of Commerce, Division of Communications
and the West Virginia Department of Administration,
Office of Technology
December 8, 2006**

Pursuant to the terms of this agreement, the West Virginia Department of Administration, Office of Technology, hereinafter referred to as WVOT, and the West Virginia Bureau of Commerce, Division of Communications hereinafter referred to as WVCOM, agree as follows:

The purpose of this agreement is to provide server, storage, account administration, and desktop support and maintenance for the WVCOM Division. The term of this agreement shall be from January 1, 2007 through December 31, 2007.

WVOT and WVCOM agree that WVOT will serve as a contractor providing services to WVCOM at a yearly rate of \$3,600 for administrative and support services as listed below, and \$2,300 per terabyte for storage. WVCOM estimates that it has 3 Terabytes of usable data which would require an initial additional 3.5 Terabytes of back-up data. At this estimated usage rate, the WVCOM's annual bill for storage of 6.5 Terabytes of data will be \$14,950 per year. Should WVCOM's actual usage be either less or more than the estimated usage, the bill will be adjusted accordingly. Billing will occur on a monthly basis in arrears.

For purposes of funding, the period of the scope of the project entails the total period of support services from 1/1/07 – 12/31/07. This SLA may be reviewed on a periodic basis during the period of the contract to ensure that WVCOM is being fairly billed for services actually used/allocated.

Scope of Work:

The scope of work will include the activities identified below:

- I. The WVOT will provide directory services and, file and print services to WVCOM.
 - A. WVOT will provide an Active Directory environment and infrastructure for WVCOM users to authenticate.*
 - B. WVCOM will be responsible for requesting new login accounts and specifying the access levels for these accounts. WVCOM will be responsible for notifying WVOT in a timely manner when account IDs need to be revoked or deleted
 - C. WVOT will provide operating system patch management to WVCOM client computers.*
 - D. WVOT will manage server file and print services for WVCOM.
 - E. WVOT will manage storage back-ups.

Service Level Agreement

Page 2

- II. WVOT will provide 6.5 TB of SAN storage equating to 3 TB of usable storage and 3.5 TB of disk based data back storage to WVCOM. Additional storage will provided at \$2,300 per Terabyte.
- III. Service Desk - The WVCOM will have access to Service Desk support via the WVOT Service Desk at 558-1257 or ischelpdesk@mail.state.wv.us. Current Service Desk Hours are 7:30 A.M. – 5:30 P.M., Monday – Friday, excluding State holidays. After-hours support is available on a 24x7 basis through on-call paging. All requests for support or service should be initially directed to the Service Desk.
- IV. The WVOT, Division of Client Services Delivery will assign a Customer Relationship Manager (CRM) to the WVCOM. The CRM will serve as the WVCOM Customer Advocate and will be the initial point of contact for issues that may arise or projects that may be initiated through the agreement period. The CRM will serve as liaison between WVCOM and other divisions of WVOT.
- V. The WVOT will provide WVCOM with periodic reports on the usage of both storage and services
- IV. Five hours per month of standard support is included in this agreement to cover administration and support as listed above.

Exclusions:

- I. *Software licenses – WVCOM will be required to either procure their own software licenses or obtain them through the WVOT. Provisions of the services identified above are contingent upon available licensing.
- II. Network Engineering - Network modifications requiring services of the network engineering group can be obtained from WVOT's Infrastructure Division at WVOT's current hourly rate. An example of network enhancement includes bandwidth upgrades between WVCOM South Charleston and Elkins.
- III. E-mail accounts are billed separately on a per-account basis. E-mail support beyond system maintenance is available from WVOT's Information Systems Division at WVOT's hourly rate.
- IV. Virtual Private Network (VPN) accounts for remote access are available to WVCOM employees and are billed separately on a per-account basis.
- V. Anti-virus administration is billed separately on a per location basis.

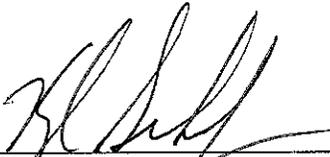
Service Level Agreement

Page 3

- VI. After hours support - If WVCOM requires WVOT project support outside normal business hours, WVCOM will be billed at the current WVOT priority rate for the after hours support.
- VII. Technician Dispatch – dispatch for PC and peripheral support or hardware failure will be billed at the current hourly rate. Support that is irresolvable at the Service Desk level is included in technician dispatch. Dispatch is available locally for both the South Charleston and Elkins offices.
- VIII. Project Management is available through the WVOT under separate billing. Project Management is used for larger scale activities (\$100,000 or higher) that have a start and end date and specific deliverables.
- IX. The cost of initial set up of the hosting environment (servers, storage) will be billed at WVOT currently hourly rate.

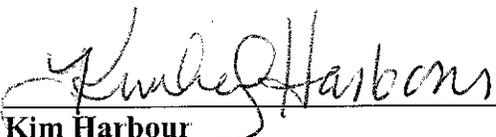
The principal contacts for this project are: **Kim Harbour** for WVCOM and **Kathy Moore**, Director of Client Services Delivery for WVOT.

By mutual agreement, this agreement may be modified if necessary by concurrent approval of **Kyle Schafer** of WVOT and **Kim Harbour** of WVCOM.



Kyle Schafer
Chief Technology Officer
West Virginia State Office of Technology

1/17/07
Date



Kim Harbour

12-28-06
Date