

**WASHINGTON TECHNOLOGY SERVICES  
SERVICE LEVEL AGREEMENT  
eGov Program**

<b>Website Quality Assurance Testing Services, Ongoing Support and Hosting Services</b>	<b>INTERCITY TRANSIT</b>
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<b>CTS Service Level Agreement Number: 2017-001</b>
<b>CTS Customer Service Agreement Number: P090-0</b>

**1. Purpose**

This Service Level Agreement Number 2017-001 (SLA) is executed by the **Consolidated Technology Services (CTS)**, and the **INTERCITY TRANSIT** pursuant to the terms and conditions of Customer Service Agreement Number: **P090-0 (CSA)**. The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to CTS' provision of services to the Customer.

**2. Term and Termination**

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until June 30, 2018, unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon thirty (30) business days written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

**3. Scope of Work**

CTS shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth below:

**Website Quality Assurance Testing Services (see Appendix A: Quote for Services):**

- Review and test Intercity Transit's new website for the following:
  1. Review Modules
  2. Review Bootstrap Subtheme
  3. Cross Browser Support
  4. Responsive
  5. Security Review
  6. Accessibility
  7. Check Internal and External Links
- Document results from testing and provide recommendations for fixes where appropriate.

**Website Maintenance, Support and Hosting Services:**

- Host the Intercity Transit website in a cloud hosting environment
- Support Multi-dev, Dev, Test and Live environments
- Coordinate DNS changes

- Maintain Drupal core and module patches
- Monitor performance and availability – share appropriate information with the customer
- Provide standard maintenance and support services, including, but not limited to:
  - Support Tickets – Intercity Transit can submit support requests to [support@watech.wa.gov](mailto:support@watech.wa.gov)
    - Normal support requests will be responded to within one business day
    - Urgent support requests (ie site outages) will be responded to within 1 business hour
    - After hours support is available by contacting the WaTech Support Center at [support@watech.wa.gov](mailto:support@watech.wa.gov) or (360) 407-9100
  - Minor enhancements
  - New module installation and configuration

#### 4. Customer Roles and Responsibilities

In order to ensure a successful project and maintain project schedule, the customer agrees to adhere to the following roles and responsibilities:

- Provide an available contact at all times throughout the project that can and will provide timely responses to CTS
- Provide all content for website.
- Escalate service concerns to Web and User Experience Manager

If customer does not meet the above roles and responsibilities, the project will stop and be completely re-scheduled around CTS' current project queue (at the time of delay).

#### 5. Term of Service

Quality Assurance Testing Services will be complete by November 30<sup>th</sup> unless delays are requested by the Customer. Ongoing maintenance and support services will continue until dissolution of this contract.

#### 6. Pricing and Service Fees

Pricing and fees for services provided by CTS are listed below.

The total dollar amount expended under this SLA through June 30, 2018 shall not exceed Twenty thousand dollars (\$20,000.00).

Service	One-time cost	Monthly cost	Annual cost
Quality Assurance Testing Services	\$4,500		
Hosting, Support and Maintenance Services (Professional Level)		\$300	\$3,600
Hosting, Support and Maintenance Services (Business Level)		\$700	\$8,400

Additional services will be quoted and based on a rate of \$150/hr. Quotes will be provided at the time of request and written approval will be required from Intercity Transit prior to commencing work and billing.

#### 7. Billing and Invoices

Billing and invoicing will be in accordance with procedures outlined in the above referenced CSA and additional terms and conditions listed below.

Customer shall receive an invoice in the month CTS provided a service pursuant to this SLA. This invoice shall include a detailed explanation of the service provided; the time CTS spent providing those services; and the total amount payable to CTS. This invoice is payable within 30 days of receipt.

## **8. Release**

Customer agrees to assume full responsibility for the content of all programming it transmits, broadcasts or records using CTS staff, equipment or facilities. Customer agrees to obtain any necessary licenses, authorizations, permission or releases for the capture or use of any data, information, music and other sounds, or images in any media it provides to CTS in connection with the work authorized by this SLA.

## **9 Rights In Data**

**9.1 Pre-existing Material.** In its creation of Customer's website ("Work Product") CTS will use the following preexisting materials that CTS either owns or in which CTS has a license to use: any proprietary and third party owned software programs. In its creation of the Work Product, CTS will use the following preexisting materials that Customer either owns or in which Customer has a license to use: the web site content provided by Customer.

Customer shall transfer its preexisting material to CTS with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, dispose of, and to authorize others to do so; PROVIDED, that such license shall be limited to the extent to which Customer has a right to grant such a license. Customer retains its right in this material. Customer shall exert all reasonable effort to advise CTS at the time of delivery of preexisting material of all known or potential infringements of privacy or other intellectual property contained therein. CTS shall receive prompt written notice of each notice or claim of intellectual property infringement received by the Customer with respect to any preexisting material delivered under this SLA. CTS shall have the right to modify or remove any restrictive markings placed upon the preexisting material by the Customer.

At the time CTS delivers the Work Product to Customer, CTS shall transfer to Customer a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of CTS' preexisting material incorporated into the Work Product, and to authorize others to do so, except that such license shall be limited to the extent to which CTS has a right to grant such a license. CTS shall exert all reasonable effort to advise Customer at the time of delivery of preexisting material by CTS furnished under this Contract, of all known or potential infringements of privacy or other intellectual property contained therein. Customer shall receive prompt written notice of each notice or claim of intellectual property infringement or infringement received by CTS with respect to any CTS preexisting material delivered under this Contract.

**9.2 Work Product.** CTS and Customer agree that all Work Products excluding preexisting material produced pursuant to this SLA shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, and shall be owned by Customer and Customer licenses all rights in the Work Product to CTS on a perpetual, nonexclusive, royalty-free basis.

If for any reason the Work Product would not be considered a work made for hire under applicable law, CTS assigns and transfers to Customer CTS' entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and Customer licenses all rights in the Work Product to CTS on a perpetual, nonexclusive, royalty-free basis.

## **10. Access to Software**

Customer understands that CTS licenses software from third party providers for the purpose of providing services to its customers. Customer may access such software as part of the services provided to the Customer hereunder. Customer agrees that it will not, nor will it allow its agents, employees or its authorized third parties to decompile, disassemble, reverse engineer or otherwise access the source code of any software provided by CTS whether the

software is owned by CTS or licensed by CTS from a third party provider. Customer shall be liable to CTS and/or any third party provider of software for any breach of this provision.

**11. Service Level Agreement Changes**

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

**12. Order of Precedence**

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

**13. SLA Management**

Unless otherwise indicated, all correspondence regarding this SLA 2017-001 should be directed to:

Primary Customer Contact Name:

Agency/Division:

Address:

Phone:

E-mail:

Steve Krueger

Intercity Transit

PO Box 659

Olympia, WA 98507-0659

360-705-5833

[skrueger@intercitytransit.com](mailto:skrueger@intercitytransit.com)

Primary CTS Contact Name:

Address:

Phone:

E-mail:

Wendy Wickstrom

1500 Jefferson St. SE

Olympia, WA 98504-2445

360-407-8731

[wendy.wickstrom@watech.wa.gov](mailto:wendy.wickstrom@watech.wa.gov)

**14. Authorization/Acceptance**

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

**IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.**


**APPROVED**

**STATE OF WASHINGTON**

**CONSOLIDATED TECHNOLOGY SERVICES**

**APPROVED**

**INTERCITY TRANSIT**



Signature

Wendy Wickstrom

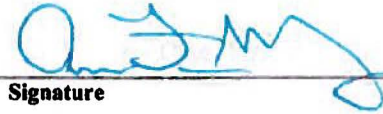
Print or Type Name

Web and User Experience Manager

Title

11/06/16

Date



Signature

Ann Freeman-Montgomery

Print or Type Name

General Manager

Title

November 4, 2016

Date

## Appendix A: Quote for Services

### Intercity Transit Drupal Review (30 hours)

Task	Notes	Time Estimate
<b>Review Modules</b> <ul style="list-style-type: none"> <li>• Check total number of modules used</li> <li>• Remove unused, contributed modules</li> <li>• Verify modules are stable releases</li> <li>• Verify all modules are up-to-date</li> </ul>	Time depends on the number of modules in use.	3 hours
<b>Review Bootstrap Subtheme</b> <ul style="list-style-type: none"> <li>• Inspect templates for best practices</li> <li>• Verify no changes have been made to the parent theme files</li> <li>• Check for any errors in template or stylesheet code</li> <li>• Inspect the theme's info file and report any issues</li> </ul>		3 hours
<b>Check Internal and External Links</b> <ul style="list-style-type: none"> <li>• Create report of broken links</li> <li>• Add ability to export broken links report</li> <li>• Inspect URL patterns for best practices</li> <li>• Make link scanning part of cron jobs</li> </ul>	Time depends number of links in the site and how quickly cron runs.	3 hours
<b>Accessibility</b> <ul style="list-style-type: none"> <li>• Verify all content (links, images, icons, media, colors, etc.) meets WCAG 2.0 and Section 508 requirements</li> <li>• Test site using screen readers (NVDA and JAWS)</li> <li>• Test color contrasts for all necessary elements (links, borders, hover effects, etc)</li> <li>• Test keyboard navigation capabilities</li> </ul>	Time depends on the number of pages tested.	8 hours
<b>Cross Browser Support</b> <ul style="list-style-type: none"> <li>• Verify site functions and displays the same across current versions of all major browsers (Internet Explorer, Edge, Chrome, Safari and Firefox)</li> <li>• Check site's load time on slower network speeds</li> </ul>	Time depends on the number of pages tested.	2 hours
<b>Responsive Testing</b> <ul style="list-style-type: none"> <li>• Check site's display and functionality with mobile devices</li> <li>• Test using emulators and real devices</li> <li>• Check site's load time on slower network speeds</li> </ul>	Time depends on the number of pages tested.	2 hours

<b>Security Review</b> <ul style="list-style-type: none"> <li>• Check permissions for each role</li> <li>• Verify no security loopholes are present in core or modules</li> <li>• Inspect WYSIWYG capabilities</li> <li>• Perform general security checks prior to a launch</li> </ul>		3 hours
<b>Documentation of Findings</b> Document results from testing, provide recommendations for fix where appropriate.		6 hours
<b>Total Hours</b>		<b>30 hours</b>

### Ongoing Support and Maintenance:

Service	One-time cost	Monthly cost	Annual cost
<b>Quality Assurance Testing Services</b>	\$4,500		
<b>Hosting, Support and Maintenance Services (Professional Level)</b>		\$300	\$3,600
<b>Hosting, Support and Maintenance Services (Business Level)</b>		\$700	\$8,400

