

State Purchasing Service Level Agreement

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SLA – State Purchasing

1. General Overview

This is a Service Level Agreement (SLA) between the Division of Purchasing (Division) and _____. The primary objective of this document is to establish clear expectations of the services that the Division provides, and how those services are delivered and measured to ensure a successful relationship between the Division and _____. This SLA covers these areas:

- the procurement services the Division provides;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of the Division as a provider of these services and of clients receiving services; and,
- processes for requesting services.

This SLA covers the period from July 1, 20__ to June 30, 20__ and will be reviewed and revised at the end of this period or this SLA shall remain valid until revised or terminated.

Division Contact Information

Division Director:	Kent D. Beers
Phone:	801-538-3143
E-mail:	kbeers@utah.gov
Purchasing Assistant Director:	Paul Mash
Phone:	801-538-3138
E-mail:	pmash@utah.gov
Purchasing Assistant Director:	Nancy Orton
Phone:	801-538-3148
E-mail:	nancyo@utah.gov
Purchasing Agent:	Jeff Mottishaw
Phone:	801-538-1287
E-mail:	jmottishaw@utah.gov

A Purchasing Agent Listing can be found at: <http://purchasing.utah.gov/directories/index.html>

2. Service Description

2.1 Services Scope

All purchasing services as requested by _____, or as statutorily required, will be provided to _____ in order to take care of all business, operational and management needs. This is to include processing requisitions, conducting all procurements, processing and executing all contracts and contract amendments.

2.2 Assumptions

- Services provided by the Division are clearly documented in the Division service listing.
- Major projects other than those listed in the Service Listing will be treated as projects outside the scope of this agreement.
- Changes to services will be communicated and documented in this SLA, to all stakeholders.
- Service will be provided in adherence to any related statutes, rules, policies, processes and procedures.
- Scheduling of all service related requests will be conducted in accordance with this SLA.

2.3 Statement of Cooperation

The Division agrees to work collaboratively with _____ to support the ongoing development and enhancement of purchasing procedures, best practices, and to assist in the strategic planning and mission of _____'s current and future operations.

2.4 State Purchasing Service Listing

- Upon request, provide expert assistance in preparing solicitation documents in compliance with applicable statutes and offering guidance on best practices for public purchasing
- Timely processing of requisitions and procurement activities
- Timely processing of contract documents
- Reducing costs by fostering broad-based competition within the free enterprise system for required goods and services
- Providing legal review of contracts for compliance with state laws and protecting the interests of the state
- Provide regularly scheduled training and, if requested, agency-specific training
- Upon request, provide agency-specific internal purchasing processes reviews
- Upon request, attend agency project planning meetings
- Reduce agency costs by providing leveraged state cooperative contracts and eliminating the sunken costs associated with conducting numerous individual procurements
- Provide access to the Division Procurement Coordinator for complex procurements and procurement project scheduling.

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3. Roles and Responsibilities

3.1 Parties

The following Service Owner(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Stakeholder	Title / Role	*Contact Information

- All parties recognize the interdependencies between one another and the need to work together as a seamless team in order to meet or exceed set expectations.
- The parties understand that the Division cannot be expected to achieve stated performance targets in the event of failure by _____ to undertake their defined responsibilities and/or maintain the reliable operation of _____ owned/maintained systems that provide information to the Division.

3.2 Division Responsibilities

Division responsibilities and/or requirements in support of this Agreement include:

- Provide the services described in this SLA and Division product description (see page 8).
- Meet appropriate response times and associated deadlines.
- Comply with all statutes and rules as required by the Utah Procurement Code (63G-6) and Utah Administrative Code (R33).
- Ensure appropriate internal controls are in place for procurements, accounting operations, and contract reviews.
- Provide services in a cost effective way without compromising quality.
- Evaluate processes on a regular basis to ensure continuous improvement in service effectiveness, efficiency and quality.

3.3 Customer Responsibilities

Customer responsibilities and/or requirements in support of this Agreement include:

- Provide accurate and reliable transactional documentation/information for purchasing, including complete and concise solicitation documents, complete and accurate contract documents.
- Allow reasonable lead time when making requests
- Be available when resolving a service related incident or request.
- Respond to inquiries and requests in a timely manner.

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4. Requesting Service

The Division will be responsible to comply with all imposed standards of procurement, including compliance with the Utah Procurement Code and applicable Division Rules. Compliance with all statutes, rules, policies and procedure of the State of Utah will be delivered with all products and services provided by the Division.

4.1 Purchasing requests - By utilizing the appropriate requisition type, your request will be automatically provided to the purchasing agent associated with the commodity code.

4.2 Phone service is available during regular business hours. See contact information in section 1.

4.3 Email requests for service will be processed during regular business hours.

5. Hours of Service, Response Times & Escalation

The intent of this section is to assure delivery of prompt service as agreed, and the acceleration of support for high priority issues plus escalation procedures here.

5.1.1 Hours of Service

Regular Division business hours will be 8am to 5pm Monday – Friday with the exception of public holidays in the State of Utah.

5.1.2 Response

- 3 business days maximum turnaround time for all standard FINET transactions with a turnaround goal of 1 business day. Unless otherwise disclosed or escalation in services is needed.
- 10 calendar days maximum turnaround time for processing customer contracts with a turnaround goal of 5 calendar days. Unless negotiations or other complex legal issues arise.

5.1.3 Prioritization

The Division will prioritize incoming transaction requests as “high” priority if it meets any one of the following criteria:

- The highest priority status will automatically be given to transactions that involve threats to public welfare or safety. Situations which create a condition for immediate and serious need for supplies, services, construction, or technology that cannot be met through normal procurement methods.
- High priority status will be given for all end-of-year procurements to ensure that funds may be pre-encumbered or encumbered in the correct fiscal year to be in compliance with all State Finance Calendar deadlines provided accurate and timely information is provided to the Division.
- Budgetary and Accounting Calendar deadlines.
- Significant impact on the customer’s delivery of services

5.1.4 Escalation

If you are not satisfied with the level of service please contact Division appropriate Division management contained in Section 1 of this SLA.

6. Pricing

6.1 Rates Process

There are no costs associated with the services provided by the Division for the services contained in this SLA.

7. Reporting, Reviewing and Auditing of this SLA

This Agreement is valid from the Effective Date outlined herein and is valid until the Date of Termination. The Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Designated Review Owner (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Designated Review Owner: *Kent D. Beers, Director*

Review Period: *Annually*

Previous Review Date:

Next Review Date: *June, 20__*

This Agreement will be posted to the following location and will be made accessible to all stakeholders:

Document Location: *Division of Purchasing Website – <http://www.purchasing.utah.gov/>*

8. Verification and Agreement

The Division and the _____ agree that this Service Level Agreement, together with the associated product descriptions, constitute a binding agreement between both parties for the specified products and related services. The Division agrees to provide the specified services for the Division as specified in the version of the product description current as of the date of this agreement.

Termination or Amendment

This agreement may be terminated only by mutual agreement. It may be amended if changes in circumstances warrant. Notice of intent to terminate this agreement or to negotiate amendments must be provided in writing to the other party at least 60 days in advance.

Division Representative

Signature
Name (printed):

Date
Title (printed):

Agency Representative

Signature
Name (printed):

Date
Title (printed):

9. Appendix A: Associated Policies, Processes and Procedures

Other processes will be added as they are developed.

Utah Procurement Code	http://purchasing.utah.gov/legal/documents/procurementcode.pdf
Utah Purchasing Rules	http://www.rules.utah.gov/publicat/code/r033/r033.htm
Division Policies	http://purchasing.utah.gov/policies/index.html
Division Website	http://www.purchasing.utah.gov/