EFFICIENCY MAINE TRUST
REQUEST FOR PROPOSALS FOR
DATABASE HOSTING, MANAGEMENT AND TECHNICAL SERVICES

RFP EM-015-2025

Date Issued: February 5, 2025
Revised: February 19, 2025

Proposals Due: April 30, 2025, 11:59 p.m. Eastern Time (US)

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Separate attachments:
Attachment A – Project Cost Proposal Form
Attachment B – Standard Agreement
Attachment C – Team Commitment Form
Attachment D – Confidentiality, Non-Disclosure and Protective Agreement
Attachment E – effRT Functionality and Examples
Attachment F – EEM Web Services Data Exchange Specification

Section 1 RFP INFORMATION AND INSTRUCTIONS

1.1 Purpose

The Efficiency Maine Trust (the Trust or Efficiency Maine) seeks a qualified bidder or team of bidders to perform database management and technical services as they relate to the maintenance and continuing development of the Efficiency Maine Reporting and Tracking (effRT) database. EffRT supports the collection, storage, reporting and analysis of energy efficiency data across all activities of Efficiency Maine programs. Bidders may propose options for hosting and assuming maintenance of the existing database or migrating the existing data to an alternate database platform. If more than one solution is being proposed, a separate proposal for each unique solution should be submitted.

1.2 Designated Contact Person for this RFP

Laura Martel
Senior Research and Evaluation Manager
Efficiency Maine Trust
Email: laura.martel@efficiencymaine.com

1.3 Schedule

	Milestone	Date/Deadline
1	RFP Issued	02/05/2025
2	Bidders Informational Webinar	02/12/2025, 1:00 p.m. Eastern Time (US)
3	Questions Due	02/26/2025
4	Responses to Questions Posted	03/12/2025
5	Proposals Due	**04/30/2025, 11:59 p.m. Eastern Time (US)**
6	Anticipated Award Date	05/23/2025
7	Anticipated Contractor Start	06/09/2025

Schedule changes: The Trust reserves the right to modify this schedule at its discretion. Any changes or additional information regarding the RFP schedule and pre-bid activities, including responses to questions, will be posted on the RFP EM-015-2025 webpage at https://www.efficiencymaine.com/opportunities/rfp-em-015-2025/.

1.4 Bidders' Informational Webinar

For interested bidders, the Trust will offer an informational webinar that will cover proposal expectations and a brief review of key reference materials provided. The Trust will take questions during the conference. The conference will be recorded and posted to the RFP webpage. Questions not answered during the conference will be included with the written questions (see Section **Error! Reference source not found. Error! Reference source not found.**). Bidders can sign up using the following link:

1:00 PM Eastern, Wednesday, February 12, 2025
https://efficiencymaine.zoom.us/webinar/register/WN_xavLevnFS2OkWbFFuLQSJA

1.5 Anticipated Contract Term

The Trust anticipates a period of performance from June 2025 through December 2028.

1.6 Anticipated Contract Budget

The Trust will develop a budget for database hosting, management and technical services after reviewing submitted bids. Bidders are encouraged to propose the most cost-effective solution that meets the requirements laid out below. The contract will be structured on a Time and Materials basis with a Not-To-Exceed maximum budget for services and a fixed fee for monthly hosting.

1.7 Proposal Submittal Deadline

All proposals must be submitted electronically via the online Submission Form on the RFP EM-015-2025 webpage (https://www.efficiencymaine.com/opportunities/rfp-em-015-2025/). Proposals must be received by the due date and time specified in section 1.3. Bidders will receive a time-stamped confirmation email when their proposals are submitted. (Note: There may be a delay of a few minutes between submission and this confirmation email). Any proposal received after the deadline will not be considered. Proposals must be complete when submitted; changes or additions will not be accepted after the specified due date and time, except for any clarifications requested of bidders by the Trust. The Trust encourages bidders to submit their proposals with sufficient time to account for any technological challenges (e.g., Internet disruptions).

1.8 Submitting Questions

It is the responsibility of all bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions. Questions regarding this RFP must be submitted by email to the Designated Contact Person listed in section 1.2 prior to the due date for questions noted above in section 1.3. The subject line of the email should include: "RFP EM-015-2025 Questions".

Responses to questions will be posted at https://www.efficiencymaine.com/opportunities/rfp-em-015-2025/, as will all clarifications and amendments released in regard to the RFP. It is the responsibility of all interested parties to check this website periodically to obtain clarifications and amendments. Only those clarifications and amendments posted on this website are considered binding.

1.9 Proposal Non-Confidentiality

Information provided to the Trust is subject to the Maine Freedom of Access Act (FOAA), 1 M.R.S. §§ 401 et seq., unless there is a specific confidentiality exemption in the Efficiency Maine Trust Act, 35-A M.R.S. §10106. Bidders should assume that all information submitted in response to this RFP will be considered public records available for public inspection pursuant to the Maine FOAA following announcement of an award decision.

1.10 Contract Award

The Trust will notify all bidders of the contract award decision by email. The Trust reserves the right to negotiate the final terms and conditions of the contract award with a winning bidder whose proposal is selected by the Trust, and to reject any winning bidder with whom the Trust cannot agree to terms and conditions meeting the Trust's needs, in the Trust's sole judgment. The Trust reserves the right to reject any proposal that does not meet these requirements.

1.11 Contracting Process

The selection process is governed by the Efficiency Maine Trust Rule Chapter 1: Contracting Process for Service Providers and Grant Recipients, which can be found on the Trust's website: http://www.efficiencymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf.

1.12 RFP Process – Reservation of Rights

The Trust reserves the right to cancel or extend the RFP process at any time, and to issue clarifications and amendments to the RFP. The Trust also reserves the right to reject noncompliant submissions in response to this RFP. The Trust, in its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP. Issuance of this RFP does not commit the Trust to make an award. The Trust will not pay any costs or expenses incurred by a bidder in connection with the preparation of a proposal or response to this RFP.

1.13 Contract Agreement

A copy of the Efficiency Maine Trust Standard Agreement appropriate to this RFP is provided as **Attachment B – Standard Agreement.** This is the standard document that will complete the agreement for services between the winning bidder and the Trust. The winning bidder and its agents and subcontractors will be required to execute a nondisclosure agreement. Information regarding a customer that has participated or that may participate in a Trust program is deemed confidential by the Efficiency Maine Trust Act. See http://legislature.maine.gov/statutes/35-A/title35-Asec10106.html for additional information on related confidentiality restrictions.

1.14 Request for Reconsideration

An aggrieved person may request a hearing for reconsideration of a contract award decision by filing a written petition with the Executive Director of the Trust within 14 calendar days of the notification of the contract award. Each petition to reconsider must meet the requirements specified in Efficiency Maine Trust Rule Chapter 1, Contracting Process for Service Providers and Grant Recipients, Section 5(B), which can be found on the Trust's website under Documents and Services: http://www.efficiencymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf.

Section 2 BACKGROUND INFORMATION

2.1 Efficiency Maine Trust

The Efficiency Maine Trust (the Trust) is the independent, quasi-state agency established to plan and implement energy efficiency programs in Maine. Through its suite of nationally recognized programs, the Trust provides consumer information, marketing support, demonstration pilots, discounts, rebates, loans, and other initiatives to promote high-efficiency equipment and operations that help Maine's homes, businesses, and institutions reduce their energy costs and lower their greenhouse gas emissions. The result is job growth, better grid reliability, improved energy independence, a stronger local economy, and critical progress toward meeting the State's climate change goals. The Trust is governed by a Board of Trustees with oversight from the Maine Public Utilities Commission.

2.2 Background on the Efficiency Maine Reporting and Tracking (effRT) Database

Efficiency Maine's program activities are data-driven and their success hinges on the capacity to measure and verify the energy and cost savings derived from program participation. The ability to capture, store, view, analyze, and report data across multiple programs is critical to Efficiency Maine's performance of key functions, including policy development, program design and delivery, performance measurement, program evaluation, and demonstration of results to stakeholders.

The primary tool that Efficiency Maine has developed for data management is known as the Efficiency Maine Reporting & Tracking System (effRT) database. The effRT database is SQL-based with an online interface created and currently maintained with ASP.net tools. Since its initial development to support the delivery of the Business Incentive Program, the effRT database has been continuously refined to address the evolving needs and features of additional programs offered by Efficiency Maine. All program activity and energy savings across all sectors and initiatives are recorded in effRT which serves as a single, central repository.

EffRT provides a unified data management structure that can capture and report on a diverse array of data originating from a variety of sources, without being burdensome to program administration, delivery, and reporting requirements. Existing effRT input interfaces consist of the native online interface for authorized users, an online application feature that allows non-users to generate and submit applications, and data uploads through CSV files.

Through program-specific configuration, effRT supports varying levels of user access, automation, and workflow processing within the database as well as supporting one-and-done recording of completed projects. A single project is referred to as an enrollment. It consists of the application and subsequent workflow steps. An enrollment can include one or more installed measures.

The effRT database interacts with an external database (Energy Efficiency Measures - EEM) maintained by ISO-New England (ISO-NE) via web services (two-way communication between effRT and EEM) and external distributed generation meters via HTTPS (one-way communication from meters to effRT).

Efficiency Maine programs are offered continuously. Access to effRT must be maintained throughout any transition periods between the current contract period and that covered by this RFP. The current maintenance contract for effRT expires on December 31, 2025. Bids should clearly indicate the duration and anticipated level of support required for the transition period and the cutover. Existing contractors and Trust staff will work with non-incumbent winters to ensure a smooth transition.

Efficiency Maine will issue the next competitive request for proposals for effRT support in 2028. The winning bidder of this RFP will be required to support that transition if a new contractor is selected.

Additional background on the current implementation of effRT is provided in Attachment E.

2.3 Additional Sources of Information

Following are links to additional information that bidders may find helpful in preparing a response to this RFP:

TITLE	LOCATION (link)
Efficiency Maine Trust website	www.efficiencymaine.com
Efficiency Maine Trust Annual Reports	https://www.efficiencymaine.com/about/library/reports/
Efficiency Maine Trust – Triennial Plan	https://www.efficiencymaine.com/about/library/policies/
Efficiency Maine Trust – Technical Reference Manuals	https://www.efficiencymaine.com/about/library/policies/

Section 3 SCOPE OF WORK

Tasks
The following is a task-by-task description of the work covered by this RFP. Bid proposals must reflect the bidder's plan, approach, and capacity for each task and describe related experience.

Task 1: Project Kickoff Meeting

The winning bidder, in consultation with the Trust, will organize and facilitate a Project Kickoff Meeting with in-person and/or virtual participation as appropriate. The purpose of the meeting is for the Trust and the contractor to establish a common understanding of the deliverables, the overall project schedule, and expectations regarding the conduct of the program, and to provide the foundation for development of the work plan. At a minimum, this meeting should include discussion of the proposed statement of work and schedule, initial data requests, and communication protocols and expectations.

Task 1 Deliverables: Kickoff Meeting Materials

Task 2: Transition

The winning bidder must develop a transition plan that outlines all major tasks associated with taking over the management and hosting of the effRT database or porting to a new platform. The plan must include an anticipated budget associated with transition plan activities (use the appropriate tab in Attachment A). The transition plan must include a testing plan to verify full functionality before the cutover. The transition plan must include a post cutover performance monitoring period. If the winning bidder proposes a new platform, the transition plan must detail how the existing data will be maintained and migrated to a new platform. Proposals for new platforms must include a functionality comparison between the existing platform as described in Attachment E of this RFP and the new platform. Proposals for new platforms that provide different functionality or form must include a training plan in the transition. The training plan must include documentation (user guides/desk procedures) and five (5) train-the-trainer sessions.

Task 2 Deliverables: Transition Plan, Training Plan (as applicable), Functionality Comparison (as applicable)

Task 3: Database Hosting and Maintenance Support
The winning bidder is required to provide the following services as part of the monthly hosting service:

1. Password-protected effRT website (database user interface);
2. Production site and at least one test/training site;
3. Periodic review of security recommendations and application of required patches and security remediation;
4. Operating system and software updates;
5. Regular backups;
6. Monitoring and reporting on the performance of the hosted services;
7. Scaling resources, as needed;
8. Addressing service disruptions in accordance with the Service Level Agreement (SLA);
9. Procurement of hosting licenses and resources required for effRT;
10. Procurement of operating system and software licenses required for effRT;

11. Procurement of third-party licenses for address autocomplete and address validation required for effRT; and,
12. Development and maintenance of a data integrity and disaster recovery plan.

Provided hosting services are subject to the Service Level Agreement defined in Appendix 1 of this RFP.

Task 3 Deliverables: ***Service Level Agreement, Data Integrity and Disaster Recovery Plan***

Task 4: Enhancements and Ongoing Support
The winning bidder will work with the Trust to identify, prioritize, develop and deploy enhancements and custom reports to effRT. The winning bidder must establish a ticketing system to communicate and track enhancement requests, report requests, data requests, and issue reporting. The winning bidder will provide ongoing support in compliance with the service level agreement requirements included in Appendix 1 of this RFP.

Task 4 Deliverables: ***Task list; Status report; Database documentation; and Reports as requested***

Task 5: Web Services (optional)
If the winning bidder proposes a new platform, the winning bidder will be required to implement a Web Services interface between the Efficiency Maine database and the ISO-NE Energy Efficiency Measure database (EEM) in accordance with the Energy Efficiency Measures (EEM) Web Services Data Exchange Specification (included as Attachment F of this RFP). The interface must support submitting new measures and updates to previously submitted measures. The synchronization of measures between the Efficiency Maine database and EEM must be under operator control and allow for synchronizing all measures or a specified subset (new only, updates only, specific time period, specific programs, specific projects, specific measures). The database must support a preview of the data to be sent to EEM prior to the submission. The selected contractor will be required to provide maintenance and support of the web services and implement any changes imposed by ISO-NE.

Task 5 Deliverables: ***Web services specification and user guide updates***

Section 4 PROPOSAL REQUIREMENTS

4.1 Proposal Submission

Proposals must be submitted electronically via the online Submission Form on the RFP EM-015-2025 webpage (https://www.efficiencymaine.com/opportunities/rfp-em-015-2025/). All proposals must adhere to the instructions and format requirements outlined in this RFP, in the online Submission Form instructions, and in the written supplements and amendments issued by the Trust.
The online Submission Form will request the following documents:

- RFP response, including Appendices A-B (References, Resumes)
    - *PDF format file named "Proposal_Bidder_Name_RFP_015-2025"*
- Attachment A - Project Cost Proposal Form
    - *Excel format file named "Project_Cost_Bidder_Name_RFP_015-2025"*
- Suggested redlines to Attachment B - Standard Agreement [if applicable]

  - *Word format file named “Standard_Agreement_Requested_Changes_Bidder_Name_RFP_015-2025*
- Attachment C – Team Commitment Form [if proposal involves any subcontractors]
  - *PDF format file named “Team_Commitment_Bidder_Name_RFP_015-2025”*
- Suggested modifications to Attachment D – Confidentiality, Non-Disclosure and Protective Agreement [if applicable]
  - *Word format file named “NDA_Requested_Changes_Bidder_Name_RFP_015-2025”*
- Any additional relevant documents (Word, PDF, or Excel format, as appropriate) [if applicable]

4.2 Format Requirements

Proposals will be evaluated for adherence to the following format requirements:

- Proposals must be typewritten.
- Pages must be numbered.
- Unnecessary attachments (e.g., any attachments beyond those sufficient to present a complete, comprehensive, and effective proposal) will not be considered in the evaluation of the proposal.
- Proposals must adhere to prescribed page limits specified in this RFP. **The Trust values concise proposals.**

4.3 Content and Organization Requirements

The proposal must include the following contents, which should be presented in the following order:

1. **Table of Contents**

2. **Introduction (2 pages maximum)**

   Summarize understanding of the services requested in the RFP and proposed approach to fulfilling the requirements of this RFP. Briefly describe the proposed project team and qualifications.

3. **Database Description (4 pages maximum)**
   Provide an overview of the proposed database and how it will meet the needs of the Trust. Define the resources required to host the database.

4. **Functionality Assessment (Only if a new platform is proposed - 20 pages maximum)**
   If the proposed solution is a new platform, include a detailed functionality comparison between the existing platform as described in Attachment E of this RFP and the new platform.

5. **Statement of Work (8 pages maximum)**

   a. **Task by Task Plan**

   Specify the proposed plan for accomplishing each individual task and sub-task specified in the Scope of Work. Define key inputs and decisions and key outcomes and deliverables for each task. For Task 4: Enhancements and Ongoing Support, describe your development and release process and summarize your demonstrated experience.

b. Schedule and Deliverables

Provide a chart or outline detailing the proposed schedule for the project, including proposed timelines for each task and sub-task and associated deliverables.

6. Proposed Service Level Agreement (Only if an alternative agreement is proposed - 7 pages maximum)

Provide a statement in the Statement of Work section accepting the Service Level Agreement included in Appendix 1 or provide an alternative Service Level Agreement that meets or exceeds the requirements set forth in Appendix 1.

7. Qualifications, Staffing, and Management (5 pages maximum)

a. Corporate Qualifications

Describe the bidding team's qualifications, including brief descriptions of past experience on contracts of similar scope and size. For each, provide the client name, the results achieved, and how the work is relevant to the current RFP.

b. Individual Qualifications

For each staff member that is bid on the project, please provide a brief narrative that includes a description of the individual's role on this project and a summary of his or her relevant education, training, experience and expertise. Include resumes in Appendix B.

c. Organizational Chart

Provide an organizational chart of the proposed team for the program. The chart should identify key team members where identified, their roles, and relationships between staff and organizations (the Trust, the contractor, and any subcontractors). Clearly indicate the day-to-day primary point of contact for the Trust as well as the lead executive contact.

d. Financial capability

Disclose and provide details regarding any bankruptcy petition (whether voluntary or involuntary), receivership, insolvency event, or similar adverse financial circumstance suffered or incurred by bidder (or any predecessor entity) within the three years preceding the date of submission of this proposal. Disclose and provide details regarding any litigation, arbitration, or administrative proceedings involving bidder within the three years preceding the date of submission of this proposal in which the amount claimed or adjudged against bidder exceeded $50,000.

8. Cost Proposal (use Attachment A - Project Cost Proposal Form provided)

Narrative and summary (1 page maximum): Provide a brief narrative explanation of the project cost proposal and an explanation of all relevant cost assumptions and the cost of optional tasks. Provide a total not-to-exceed price for the transition, web services development (if applicable), kickoff meeting, and hosting. Provide the average hourly rate for enhancements and ongoing support.

Cost Form: Provide a completed Project Cost Proposal Form (Attachment A) detailing the breakout of costs, including an estimate of labor hours, hourly rates and costs for all personnel, including any subcontractors; other direct costs; and total costs in sufficient detail to allow assessment of the reasonableness of the basis for the not-to-exceed level proposed. All related expenses must be included and itemized on this form; any costs not included on this form will be disallowed. Provide separate rates by program year (July 1 – June 30) for FY2026, FY2027, and FY2028.

For enhancements and ongoing support where the required efforts are directed by the Trust, provide the hourly rates for years one through three and the typical allocation of hours (in percent) by personnel to calculate an average hourly rate.

The winning bidder will be bound by the labor rates and not-to-exceed level specified in the contract and will be required to complete all tasks specified in that agreement without charges above the total agreement price.

9. Appendices

a. Appendix A - References

Provide a list of references for the lead bidder and any subcontractors included in the bid. At least three references must be provided for each organization included in the bid. For each reference, please provide current contact information (name, company, telephone number, and email address) and a brief description of the work conducted for the reference and its relevance to the current RFP.

b. Appendix B - Resumes

Provide resumes of key project team members. Key project team members identified in the proposal must be dedicated to the proposed project in the role proposed. Any substitutions of key project team members must be approved by the Trust.

Section 5 PROPOSAL EVALUATION CRITERIA

Proposals that meet the requirements established in the RFP will be evaluated by a proposal review team. The Trust reserves the right to decide whether a proposal is acceptable in terms of meeting the requirements of this RFP and to accept or reject any or all proposals received.

In evaluating proposals, the Trust reserves the right to take any of the following steps, with respect to either all of the proposals received or to a subset of proposals selected as superior to the others:
(1) consult with prior clients on the performance of the bidder or of particular persons proposed for this bid; (2) schedule presentations or interviews with representatives of the bidder or persons proposed for the project; (3) conduct a review of past performance, including a review of reports, analyses, or other materials that would reflect the bidder's performance; and, (4) request additional data or supporting material.

5.1 Evaluation Criteria

In evaluating proposals submitted in response to this RFP, the proposal review team will use the following criteria:

Scoring Category	**Maximum Points**
1. Database Description **a.** Is the database description clear and understandable to non-technical users? **b.** Will the database meet the needs of the Trust? **c.** Is the database interface “user friendly”? **d.** Are the proposed hosting resources sufficient?	10
2. Functionality Assessment **a.** Does the proposed database meet the requirements set forth in this RFP? **b.** How much retraining will the proposed database require? **c.** Does the proposed database provide functionality that will improve claim processing accuracy or efficiency? **d.** Are there any key functions missing? **e.** Are there valuable additional features or functions?	15
3. Statement of Work **a.** Does the Statement of Work present a comprehensive, sound approach for accomplishing the requirements of this RFP? **b.** Is the Statement of Work thorough, specific, and responsive to the requirements and details specified in the RFP? **c.** Does the proposal demonstrate a clear understanding of the Scope of Work and the Trust’s expectations? **d.** Does the Statement of Work reflect best practices in software development and database hosting? **e.** Is the transition plan comprehensive and realistic? f. How will data integrity be maintained through the transition and ongoing? **g.** How will database access by trade allies and delivery teams be maintained during the transition?	15

h. Does the transition plan provide sufficient training/support for all database actors?	
4. Service Level Agreement **a.** Does the proposed service level agreement provide sufficient guaranteed uptime? **b.** Is the data backup and recovery plan comprehensive?	15
5. Staff and Organization Qualifications **a.** Is the proposed project staffing plan clear, well-defined, appropriate, and realistic for the scope of the services requested? **b.** How qualified are the proposed personnel in terms of skills, expertise, and experience relevant to this program? **c.** How qualified are the proposed organizations (lead bidder and subcontractors) in terms of demonstrated experience and capacity to execute this type of program? **d.** Does the proposed team have demonstrated experience transitioning existing databases to a new hosting solutions/platform?	20
6. Project Cost/Budget **a.** Are appropriate resources being devoted? **b.** How does the total bid cost compare to other comparable proposals? **c.** Is the proposed budget consistent with the requested Statement of Work? **d.** How do the quoted rates compare to other comparable proposals? **e.** How do the monthly hosting fees compare to other proposals and the current fees?	20
7. Overall Quality and Responsiveness **a.** What is the overall quality of the proposal submission, including: completeness, clarity, attention to detail, adherence to instructions and lack of errors? **b.** Does the proposal reflect and respond to the Trust's priorities? **c.** Does the proposal seek changes or exceptions?	5
Total	**100**

Section 6 Description of changes

1. Section 4.1 removed reference to Appendix C and Samples
2. Section 4.1 clarified that "*NDA_Requested_Changes_Bidder_Name_RFP_015-2025"* should define suggested *modifications* to Attachment D – Confidentiality, Non-Disclosure and Protective Agreement. Those modifications may be provided by redline or explanation.

APPENDIX 1 – Service Level Agreement

This Appendix defines the minimum requirements for hosting and ongoing technical support. The Trust in this Appendix refers to Efficiency Maine Trust.

1.1 Uptime Guarantee

Provider guarantees a minimum uptime of 99.5% for the hosted services Monday through Friday 7:00 a.m. to 6:00 p.m. Eastern Time, excluding scheduled maintenance periods. Uptime is calculated monthly. Provider must discount the hosting fees for all months the uptime guarantee is not met.

Provider will use commercially reasonable efforts to help ensure the performance of the services, including, but not limited to the following actions:

1. Provision of additional system (e.g., CPU, RAM, disks) resources as it reasonably determines are necessary.
2. Monitor server and end-user browser performance and provide monthly reports on such to the Trust, upon request.

Provider will exercise commercially reasonable efforts to resolve any failure to meet the Service Availability Target.

1.2 Maintenance and Downtime

Provider must provide advance notice of any planned maintenance that may result in service interruptions. Maintenance activities must be scheduled during off-peak hours to minimize user impact.

1.3 Data Backup and Recovery

Provider must backup effRT data daily and ensure the ability to recover data in the event of a failure. Backup and recovery processes must be tested periodically.

RPO: Recovery Point Objective: Describes the interval of time that might pass during a disruption before the quantity of data lost during that period exceeds the Business Continuity Plan's maximum allowable threshold or "tolerance."

RTO: Recovery Time Objective: The duration of time and service level within which a business process must be restored after a disaster to avoid unacceptable consequences associated with a break in continuity.

If services are interrupted, Provider will undertake all necessary actions to resume services within the following recovery period:

- RPO – 24 hours.
- RTO – 72 hours.

1.4 Security and Compliance

Provider shall implement appropriate security measures to protect effRT data. This includes data encryption, access controls, and vulnerability assessments/security audits.

1.5 Customer Support Hours

Provider shall provide customer support via email and a web-based ticketing system during the core hours of Monday – Friday 11am – 5pm Eastern Time.

Provider will provide emergency on-call services outside of the core hours and during all US holidays for critical issues.

1.6 Response Times

Provider shall use commercially reasonable efforts to respond to customer support inquiries within the following timeframes during core hours:

Severity	Response Time	Target SLA Escalation Time	Definition (Not all-inclusive)
1 – Critical	**Level 1:** Immediate Response – issue is escalated immediately to appropriate Team Manager. Contact within 30 minutes if ticket is not updated from State of *New* to *In Review.* Contact within 4 hours outside of core hours.	**Escalation:** If not resolved *(completed)* within 60 minutes **Resolution**: work until resolved or priority lowered. If product update required, next available patch. If a workaround is made available, priority level may be lowered accordingly.	▪ Multiple users affected ▪ Business critical application issues ▪ Application outage ▪ Server or hardware issues that impact large user base ▪ High/medium risk virus ▪ effRT data breach ▪ No viable workaround available
2 - High	**Level 1:** Contact within 60 Minutes	**Escalation:** If not resolved *(completed)* within 4 business hours. **Resolution**: If product update required, next available patch or release. If workaround is made available, priority level may be lowered.	▪ Isolated users cannot work ▪ Login issues ▪ Major functionality affected ▪ Compliance Issue ▪ SOC violation ▪ Integration Issue ▪ Acceptable but not sustainable workaround available
3 - Normal	**Level 1:** Contact within 1 business day	**Escalation:** If not resolved *(completed)* within 10 business days. **Resolution**: If product update required, next available patch or release.	▪ Default priority for new tickets ▪ Account administration ▪ Backup administration or maintenance ▪ Data Updates ▪ Non-critical enhancements

			▪ Acceptable workaround available
4 - Low	**Level 1:** Contact within 3 business days	**Escalation:** If not resolved *(completed)* within 15 business days **Resolution**: If product update required, next available patch or release.	▪ The Trust has specified a very low priority

1.7 Escalation Points

Provider shall establish designated escalation points to address unresolved issues or critical incidents. The escalation points and their contact information shall be communicated to the Trust. Escalation points may include:

- Level 1: System Analyst
- Level 2: Project Manager
- Level 3: Executive Management

1.8 Escalation Procedure

If an issue remains unresolved after reasonable attempts have been made to resolve it through regular customer support channels, the Trust may escalate the matter by contacting the designated escalation points. The Trust shall provide a clear description of the issue, steps taken to resolve it, and any relevant supporting documentation.

1.9 Escalation Resolution

Provider shall use its best effort to resolve escalated issues promptly and effectively. The resolution may involve engaging higher-level technical resources, implementing workaround solutions, or collaborating with relevant stakeholders for problem resolution of an issue in accordance with the specifications of the agreement.

Timely efforts must be made by all parties involved. If communication from the Trust ceases without notice, after thirty (30) business days, Provider may, upon notice, close a ticket due to inactivity on the part of the Trust. A ticket may be reopened within thirty (30) consecutive days of closure. Once a ticket is closed for thirty (30) consecutive days, this issue will be considered permanently closed, and it cannot be reopened. If further work is necessary, a new ticket should be created, and all pertinent materials may need to be resubmitted before work can continue.

1.10 Dispute Resolution Procedure

In the first instance of a dispute, the Trust's primary contact and Provider will agree to a resolution within 14 days of the dispute arising. If the dispute is not resolved within 14 days, it will be escalated to the Trust's designated representative, who, unless agreed otherwise, must meet within 14 days of the escalation to resolve the dispute. If the dispute is not resolved within such period, the dispute escalation will continue with the same maximum time interval up to the senior executives designated by each party. If the unresolved dispute materially impacts the services or involves the non-payment of disputed fees to Provider, the parties will work in good faith to quickly minimize the elapsed time in reaching resolution. If any of the individuals in the escalation party are unable to attend a meeting, a delegate authorized to resolve the dispute may attend in their stead. Provider shall not delay or withhold any Services or other obligations under the Agreement during the pendency of any dispute by reason of the Trust's good faith withholding of any payment for a service level failure or any other dispute between the parties.

1.11 Communication

Provider shall maintain open and timely communication with the Trust throughout the escalation process, providing updates on progress, proposed resolutions, and any additional information or actions required.

1.12 Records and Documentation

Provider shall maintain accurate records and documentation of all Trust support inquiries, escalations, and resolutions for internal review and reference purposes.

1.13 Intellectual Property Rights of Customer Data

The Trust retains full ownership of any intellectual property rights in the data, information, or materials provided or uploaded to Provider by the Trust, its agents, its partners, or its customers ("Customer Data").

1.14 Customer Data Usage and Purpose Limitation

Provider shall only process and use customer data to provide hosting and ongoing support services. Provider shall not use customer data for any other purpose without obtaining prior written consent from the customer.

1.15 Customer Data Retention and Deletion

Upon termination or expiration of the hosting agreement, Provider shall return all customer data or, disposition it as otherwise instructed by the customer.

1.16 Data Ownership of Customer Data

Customer retains full ownership of all hosted customer data. Provider acquires no rights or ownership over the customer's data, except as necessary for the provision of hosting services as outlined in the agreement.

1.17 License to Customer Data

Customer grants Provider a limited, non-exclusive, worldwide license to use, host, reproduce, modify (to the extent necessary to provide the hosting services), and display the Customer Data solely for the purpose of providing the hosting services under the agreement.

1.18 Restrictions of Hosting Use

The Trust shall not use the hosting services or the hosting platform in any manner that infringes or violates the intellectual property rights of Provider or any third party.