

## SERVICE LEVEL AGREEMENTS: BUSINESS REQUIREMENTS

A.12.2.2 Invoicing Accuracy and Completeness

<b>SLA Name:</b> Invoicing Accuracy and Completeness	
<b>Definition:</b> Contractor shall provide detailed, accurate, complete and organized invoices for all CALNET 3 services, products, and features as required throughout Section A.5 (Billing and Invoicing) in its entirety.	
<b>Measurement Process:</b> Identification of invoice errors through review.	
<b>Tools/Reports/Application Name(s):</b> Billing and Invoicing (Section A.5)	
<b>Objective (s):</b> 100 percent invoice accuracy.	
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> Escalation to Contractor's CPM or Contractor's senior management. The Contractor shall correct invoice errors within 60 calendar days of CALNET 3 CMO notification to the Contractor of a disputed invoice.
	<b>Customer:</b> Escalation to Contractor's Account Manager and/or Escalation to CALNET 3 CMO. The Contractor shall correct invoice errors within 60 calendar days of Customer notification to the Contractor of a disputed invoice.

**A.12.2.3 Report and Text File Timeliness and Accuracy (M-S)**

<b>SLA Name:</b> Report and Text File Timeliness and Accuracy													
<b>Definition:</b> Each report and Text File shall meet all requirements in accordance with Sections A.4 (Data Management and Standardization), A.8 (Inventory and Fiscal Management), A.9 (Management Tools and Reports), and A.10 (Conversion) and shall be provided to the CALNET 3 CMO on the date(s) and frequency described in the Sections identified below.													
<b>Measurement Process:</b> <b>Objective 1:</b> The CALNET 3 CMO shall confirm that the text files and reports are delivered on or before the agreed upon due dates as defined in each Section.  <b>Objective 2:</b> If text files or reports are not complete and/or accurate, CALNET 3 CMO may determine the Contractor has missed the objective date.													
<b>Tools/Reports/Application Name(s):</b>													
Service Level Agreement Reports (Section A.9.5) – all reports													
Inventory and Fiscal Management (Section A.8) – all reports and text files													
Contracted Service Project Work Reports (Section A.9.6) – all reports													
Conversion Status Reports (Section A.10.2.3, A.10.2.5 and A.10.2.7)													
<b>Objective(s):</b>													
	<table border="1"> <thead> <tr> <th>Level</th> <th>Objective</th> </tr> </thead> <tbody> <tr> <td><b>Basic (B)</b></td> <td>Deliver all reports and text files within three (3) Business Days after the mutually agreed or CALNET 3 CMO designated Delivery Dates</td> </tr> <tr> <td><b>Standard (S)</b></td> <td>Deliver all reports and text files on or before the mutually agreed or CALNET 3 CMO designated Delivery Dates</td> </tr> <tr> <td><b>Premier (P)</b></td> <td>N/A</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Bidders Objective Commitment (B or S):</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>S</b></td> </tr> </tbody> </table>	Level	Objective	<b>Basic (B)</b>	Deliver all reports and text files within three (3) Business Days after the mutually agreed or CALNET 3 CMO designated Delivery Dates	<b>Standard (S)</b>	Deliver all reports and text files on or before the mutually agreed or CALNET 3 CMO designated Delivery Dates	<b>Premier (P)</b>	N/A	<b>Bidders Objective Commitment (B or S):</b>		<b>S</b>	
Level	Objective												
<b>Basic (B)</b>	Deliver all reports and text files within three (3) Business Days after the mutually agreed or CALNET 3 CMO designated Delivery Dates												
<b>Standard (S)</b>	Deliver all reports and text files on or before the mutually agreed or CALNET 3 CMO designated Delivery Dates												
<b>Premier (P)</b>	N/A												
<b>Bidders Objective Commitment (B or S):</b>													
<b>S</b>													
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> \$400 for each late or inaccurate text file or report and \$100 per week thereafter for each text file or report until an accurate, complete and timely text file or report is provided by the Contractor.												
	<b>Customer:</b> N/A												

**A.12.2.4 Tools, Text files, Reports and Plans Deliverables**

<b>SLA Name:</b> Tools, Text files, Reports and Plans Deliverables
<b>Definition:</b> All Contactor provided tools, text files, reports and plans shall meet the mutually agreed due dates in accordance with the requirements of the Sections listed below.
<b>Measurement Process:</b> The Contractor and CALNET 3 CMO shall agree in writing to the implementation timeline dates for the tools, text files, reports and plans described in the Sections listed below. Unless otherwise specified in the Sections below, mutually agreed dates shall not exceed six (6) months following a) the IFB STPD 12-001-A Contract award date or b.) 60 days after Contractor's receipt of their first CALNET 3 IFB STPD 12-001-A Service Request. Completion shall be determined by CALNET 3 CMO acceptance of the deliverable per the requirements of the IFB STPD 12-001-A or 45 days following delivery of the tools, text files, reports or plans unless deemed incomplete by CALNET 3 CMO, whichever comes first.
<b>Tools/Reports/Application Name(s):</b>
Contractor Business Plan (Section A.2.3)
Communication Plan – Training (Section A.2.6)
Service Catalog Profile Text file (Section A.4.6)
Service Taxes, Fees, Surcharges and Surcredits Report (Section A.5.8.2)
Fiscal Inventory Text file (Section A.8.2)
Service Billed Text file (Section A.8.3)
Administrative Fee by Services Text File (Section A.8.5)
Trouble Ticket and Provisioning/SLA Fiscal Text file and Report (Section A.8.6)
Moves, Adds, Changes and Deletes Fiscal Text file (Section A.8.1)
DVBE Annual Fiscal Report (Section A.8.7)
Small Business Annual Fiscal Report (A.8.8)
Public Website (Section A.9.1)
Private Oversight Website (Section A.9.2)
Trouble Ticket Reporting Tool (Section A.9.4)
SLA Service Performance Report (Section A.9.5.1)
SLA Provisioning Report (Section A.9.5.2)
SLA Catastrophic Outage Reports (Section A.9.5.3)
Coordinated Project Work Report (Section A.9.6.1)
Managed Project Work Report (Section A.9.6.2)
Transition-In Status Report (Section A.10.2.3) (if applicable)
Transition-In Plan, as applicable (Section A.10.2.2)
Migration-In Plan, as applicable (Section A.10.2.4)
Migration-Out Plan (Section A.10.2.6)
Contractor SLA Management Plan (IFB STPD 12-001-A Technical Requirements)

**A.12.2.4 Tools, Text files, Reports and Plans Deliverables**

**Objective (s):** All tools, text files, reports and plans shall meet the requirements in accordance with Sections A.4 (Data Management and Standardization), A.5 (Billing and Invoicing), A.8 (Inventory and Fiscal Management), A.9 (Management Tools and Reports) and A.10 (Conversion) and be 100 percent functional and accepted by the State within the mutually agreed dates.

Any additional tools, text files, reports or plans provided by the Contractor shall require a mutually agreed implementation date and will be subject to the objectives and remedies under this SLA.

All replacement tools must be 100 percent functional and accepted by the State prior to discontinuance of previously accepted tools. Discontinuance date of previously accepted tool or report shall be considered the due date.

<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> Contractor shall pay CALNET 3 CMO \$500.00 for each tool, text file, report or plan delivered one (1) Business Day after the due date and \$250 per week thereafter until provided to, and accepted by, CALNET 3 CMO.
	<b>Customer:</b> N/A

**A.12.2.5 Tool Availability (M-S)**

<b>SLA Name:</b> Tool Availability													
<b>Definition:</b> The percentage of time a CALNET 3 tool is fully functional and available for use each calendar month.													
<p><b>Measurement Process:</b> CALNET 3 CMO shall report any service affecting tool failure or problem to the Contractor through:</p> <ol style="list-style-type: none"> <li>1. Email notification to the CPM or Contractor assigned point of contact. The start time will be based on the Customer email time stamp and the stop time will be based on email notification of resolution of the failure; or</li> <li>2. Contractor's Trouble Ticket Reporting System. The start time will be based on the opening of a trouble ticket and the stop time will be based on resolution of the failure. The tool is unusable during the time the ticket is recorded as open until notification of tools restoration.</li> </ol> <p>When CALNET 3 CMO determines the issue is not resolved, Outage Duration shall be adjusted to reflect actual Unavailable Time.</p> <p>The Availability Percentage shall be based on the accumulated total of Unavailable Time derived from all email notifications or trouble tickets closed, per calendar month per tool. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 x the number of days in the month.</p> <p>Stop clock conditions as described in the IFB STPD 12-001-A Technical Requirements shall apply.</p>													
<b>Tool Name(s):</b>													
Public Website (Section A.9.1)													
Private Oversight Website (Section A.9.2)													
Trouble Ticket Reporting Tool (Section A.9.4)													
<b>Objective (s):</b>													
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<b>Bidders Objective Commitment (B, S or P):</b>													
<b>P</b>													
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> \$2,000 per month, per tool												
	<b>Customer:</b> Escalation to CALNET 3 CMO												

## SERVICE LEVEL AGREEMENTS:

### 1.2 TECHNICAL REQUIREMENTS

#### 1.2.9.7 Stop Clock Conditions (SCC)

#	Stop Clock Condition (SCC)	SCC Definition
1	<b>END-USER REQUEST</b>	Periods when a restoration or testing effort is delayed at the specific request of the End-User. The SCC shall exist during the period the Contractor was delayed, provided that the End-User's request is documented and time stamped in the Contractor's trouble ticket or order system and shows efforts are made to contact the End-User during the applicable Stop Clock period.
2	<b>OBSERVATION</b>	Time after a service has been restored but End-User request ticket is kept open for observation. If the service is later determined by the End-User to not have been restored, the Stop Clock shall continue until the time the End-User notifies the Contractor that the Service has not been restored.
3	<b>END-USER NOT AVAILABLE</b>	Time after a service has been restored but End-User is not available to verify that the Service is working. If the service is later determined by the End-User to not have been restored, the Stop Clock shall apply only for the time period between Contractor's reasonable attempt to notify the End-User that Contractor believes the service has been restored and the time the End-User notifies the Contractor that the Service has not been restored.
4	<b>WIRING</b>	Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor or any of its Subcontractors or Affiliates. If it is later determined the wiring is not the cause of failure, the SCC shall not apply.
5	<b>POWER</b>	Trouble caused by a power problem outside of the responsibility of the Contractor. Power is a stop clock condition for a Customer owned LAN switch and router, but not a stop clock condition for a Contractor owned router when used for Converged VoIP.
6	<b>FACILITIES</b>	Lack of building entrance Facilities or conduit structure that are the End-User's responsibility to provide.

**1.2.9.7 Stop Clock Conditions (SCC)**

#	Stop Clock Condition (SCC)	SCC Definition
7	<b>ACCESS</b>	<p>Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following:</p> <ul style="list-style-type: none"> <li><b>a.</b> Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative;</li> <li><b>b.</b> Site contact refuses access to technician who displays proper identification;</li> <li><b>c.</b> Customer provides incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact information and takes reasonable steps to obtain the correct information; and,</li> <li><b>d.</b> Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.</li> </ul> <p>If it is determined later that the cause of the problem was not at the site in question, then the Access SCC shall not apply.</p>
8	<b>STAFF</b>	<p>Any problem or delay to the extent caused by End-User's staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a timely request to End-User staff to correct the problem or delay and document in trouble ticket.</p>
9	<b>APPLICATION</b>	<p>End-User software applications that interfere with repair of the trouble.</p>
10	<b>CPE</b>	<p>Repair/replacement of CPE not provided by Contractor if the problem has been isolated to the CPE. If determined later that the CPE was not the cause of the service outage, the CPE SCC will not apply.</p>
11	<b>NO RESPONSE</b>	<p>Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close-out of trouble tickets after the Service has been restored as long as Contractor can provide documentation in the trouble ticket substantiating the communication from Contractor's technician.</p>
12	<b>MAINTENANCE</b>	<p>An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET 3 service. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs shall apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to the Maintenance SCC.</p>
13	<b>THIRD PARTY</b>	<p>Any problem or delay caused by a third party not under the control of Contractor, not preventable by Contractor, including, at a minimum, cable cuts not caused by the Contractor. Contractor's Affiliates, and Subcontractors shall be deemed to be under the control of Contractor with respect to the equipment, services, or Facilities to be provided under this Contract.</p>

**1.2.9.7 Stop Clock Conditions (SCC)**

#	Stop Clock Condition (SCC)	SCC Definition
14	<b>FORCE MAJEURE</b>	Force Majeure events, as defined in the terms and conditions of the PMAC General Provisions - Telecommunications, Section 28 (Force Majeure).



**1.2.9.8.1 Availability (M-S)**

<b>SLA Name:</b> Availability																										
<b>Definition:</b> The percentage of time a CALNET service is fully functional and available for use each calendar month.																										
<b>Measurement Process:</b> The monthly Availability Percentage shall be based on the accumulative total of all Unavailable Time derived from all trouble tickets closed, for the affected Circuit ID (as defined in the Data Dictionary), per calendar month. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is 24 x number of days in the month. All Unavailable Time applied to other SLAs, which results in a remedy, will be excluded from the monthly accumulated total.																										
<p><b>Objective(s) A applies to the following Services:</b></p> <ul style="list-style-type: none"> <li>• Converged VoIP Service (1.2.3.2)</li> <li>• Converged VoIP Voice Mail Service (1.2.3.5)</li> <li>• Audio Conferencing (1.2.4)</li> <li>• SIP Trunk</li> </ul>	<p><b>Objective(s) A:</b></p> <table border="1"> <thead> <tr> <th></th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Converged VoIP Service</td> <td>≥ 98.7%</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>P</td> </tr> <tr> <td>Converged VoIP Voice Mail Service</td> <td>≥ 98.9%</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>P</td> </tr> <tr> <td>SIP Trunk</td> <td>≥ 98.9%</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>P</td> </tr> </tbody> </table>		Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Converged VoIP Service	≥ 98.7%	≥ 99.2%	≥ 99.5%	P	Converged VoIP Voice Mail Service	≥ 98.9%	≥ 99.2%	≥ 99.5%	P	SIP Trunk	≥ 98.9%	≥ 99.2%	≥ 99.5%	P					
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																						
Converged VoIP Service	≥ 98.7%	≥ 99.2%	≥ 99.5%	P																						
Converged VoIP Voice Mail Service	≥ 98.9%	≥ 99.2%	≥ 99.5%	P																						
SIP Trunk	≥ 98.9%	≥ 99.2%	≥ 99.5%	P																						
<p><b>Objective(s) B applies to the following Service(s):</b></p> <ul style="list-style-type: none"> <li>• MPLS (1.2.2) (Includes 1.2.2.8.1 through 1.2.2.8.7)</li> </ul>	<p><b>Objective(s) B:</b> The objectives will be based on the transport type. The speeds appear in ranges.</p> <table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>DS1</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>≥ 99.8%</td> <td>P</td> </tr> <tr> <td>DS3</td> <td>≥ 99.7%</td> <td>≥ 99.8%</td> <td>≥ 99.9%</td> <td>P</td> </tr> <tr> <td>OCx</td> <td>≥ 99.7%</td> <td>≥ 99.8%</td> <td>≥ 99.9%</td> <td>P</td> </tr> <tr> <td>Ethernet</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>≥ 99.8%</td> <td>P</td> </tr> </tbody> </table>	Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	DS1	≥ 99.2%	≥ 99.5%	≥ 99.8%	P	DS3	≥ 99.7%	≥ 99.8%	≥ 99.9%	P	OCx	≥ 99.7%	≥ 99.8%	≥ 99.9%	P	Ethernet	≥ 99.2%	≥ 99.5%	≥ 99.8%	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																						
DS1	≥ 99.2%	≥ 99.5%	≥ 99.8%	P																						
DS3	≥ 99.7%	≥ 99.8%	≥ 99.9%	P																						
OCx	≥ 99.7%	≥ 99.8%	≥ 99.9%	P																						
Ethernet	≥ 99.2%	≥ 99.5%	≥ 99.8%	P																						
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A																									
	<p><b>Monthly Aggregated Measurements:</b> First month the service fails to meet the committed SLA objective shall result in a 15 percent rebate of the TMRC and two (2) Business Days of the ADUC, when usage applies.</p> <p>The second consecutive month the service fails to meet the committed SLA objective shall result in a 30 percent rebate of TMRC and two (2) Business Days of the ADUC, when usage applies.</p> <p>Each additional consecutive month the service fails to meet the Committed SLA objective shall result in a 50 percent rebate of the TMRC, and two (2) Business Days of the ADUC, when usage applies.</p>																									



**1.2.9.8.2 Catastrophic Outage 1 (CAT 1) (M-S)**

<b>SLA Name:</b> Catastrophic Outage 1 (CAT 1)																					
<p><b>Definition:</b> The total loss of service at a single address based on a common cause resulting in one (1) or more of the following:</p> <ul style="list-style-type: none"> <li>• Failure of two (2) or more service types, or</li> <li>• Failure of ten (10) access circuits, or</li> <li>• Failure of 50 or more End-User VoIP service package or VoIP voice mail service (seat)</li> <li>• Failure of a single MPLS port or access circuit with a transport speed greater than or equal to 200 Mbps</li> </ul>																					
<p><b>Measurement Process:</b> The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by a Customer, or the Contractor, whichever occurs first. The Contractor open a trouble ticket for each service (Circuit ID) affected by the common cause. Each End-User service is deemed out of service from the first notification until the Contractor determines End-User the service (Circuit ID) is restored, minus SCC. Any service reported by Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p>																					
<b>Service(s):</b>																					
Converged VoIP Service (1.2.3.2)																					
VoIP Voice Mail Service (1.2.3.5)	MPLS (1.2.2) (includes 1.2.2.8.1 through 1.2.2.8.7)																				
<b>Objective (s):</b>																					
The objective restoral time shall be:																					
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
MPLS	≤ 3 hours	≤2 hours	≤1 hour	P																	
VoIP Voice Mail	≤ 3 hours	≤2 hours	≤1 hour	P																	
Converged VoIP Service	≤ 8 hours	≤2 hours	≤1 hour	P																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault																				
	<b>Monthly Aggregated Measurements:</b> N/A																				





**1.2.9.8.5 Delay - Round Trip Transmission for MPLS Services (M-S)**

<b>SLA Name:</b> Delay – Round Trip Transmission for MPLS Services																					
<b>Definition:</b> the average round trip transfer delay measured from the Customer Edge (CE) to the remote CE back to CE (Site A to Site Z to Site A) within the geographic confines of the state of California.																					
<b>Measurement Process:</b> The End-User/Customer is responsible for opening a trouble ticket with the Contractor’s Customer Service Center (helpdesk) when the Customer suspects the delay is not meeting the committed level. CALNET 3 CMO shall determine the sample interval, provided that a minimum of 100 pings or more shall constitute test. The Contractor shall provide timely verification, consistent with industry standards. Trouble tickets opened as Delay – Round Trip Transmission for MPLS Services shall not count in availability or Time to Repair measurements unless and until the End-User reports service as unusable.																					
<b>Service(s):</b>																					
MPLS (1.2.2) (includes 1.2.2.8.1 through 1.2.2.8.7)																					
<b>Objective (s):</b> based on a 1,000 byte ping:																					
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (S or P)																	
MPLS ≥ 128 Kbps to < 1.536 Mbps	N/A	<400ms	<340ms	P																	
MPLS ≥ 1.536 Mbps to < 40 Mbps	N/A	<120ms	<95ms	P																	
MPLS ≥ 40 Mbps	N/A	<110ms	<90ms	P																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A																				
	<b>Monthly Aggregated Measurements:</b> 25 percent of TMRC per occurrence for the reported service. The second consecutive month service fails to meet the committed SLA objectives shall result in a 35 percent rebate of TMRC.  Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.																				

**1.2.9.8.6 VoIP Delay, One-Way Transmission (M-S)**

<b>SLA Name:</b> VoIP Delay – One-Way Transmission											
<b>Definition:</b> Average one-way transfer delay measured from Customer Equipment (CE) to the remote CE											
<b>Measurement Process:</b> End-User/Customer is responsible for opening a trouble ticket with the Contractor’s Customer Service Center (helpdesk) when the Customer suspects the VoIP delay is not meeting the committed level. The problem requires timely verification, consistent with industry Standards, by the Contractor. Tickets opened as VoIP Delay One-Way Transmission SLA shall not count in availability or Time to Repair measurements unless and until the End-User reports service as unusable.											
<b>Service(s):</b>											
Converged VoIP Service (1.2.3.2)											
<b>Objective (s):</b>											
	<table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder’s Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Converged VoIP Service</td> <td>≤ 170 ms</td> <td>≤ 130 ms</td> <td>≤ 90 ms</td> <td>P</td> </tr> </tbody> </table>	Service	Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B, S or P)	Converged VoIP Service	≤ 170 ms	≤ 130 ms	≤ 90 ms	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B, S or P)							
Converged VoIP Service	≤ 170 ms	≤ 130 ms	≤ 90 ms	P							
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A										
	<p><b>Monthly Aggregated Measurements:</b>                  25 percent of TMRC per occurrence for the reported service.                  The second month service fails to meet the committed SLA objectives shall result in a 35 percent rebate of TMRC.                  Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.</p>										





**1.2.9.8.8 Jitter (M-S)**

<b>SLA Name:</b> Jitter					
<b>Definition:</b> Variations in transfer delay measured from the Customer Edge (CE) to the remote CE					
<b>Measurement Process:</b> End-User/Customer is responsible for opening a trouble ticket with the Contractor's Customer Service Center (helpdesk) when the Jitter exceeds the committed level. The problem requires timely verification, consistent with industry Standards, by the Contractor. Tickets identified as a jitter issue shall not count in availability or Time-to-Repair measurements unless and until the End-User reports service as unusable for its intended uses. This measurement applies to local loop transport (1) under the control of the Contractor or (2) not under the control of Contractor that do not exceed 70% peak utilization for three (3) consecutive Business Days.					
<b>Service(s):</b>					
Converged VoIP Service (1.2.3.2)					
<b>Objective (s):</b>					
	<b>Service</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B or S)</b>
	Converged VoIP Service	≤ 30ms	≤ 15ms	N/A	<b>S</b>
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 25 percent of TMRC and two (2) Business Days of the ADUC per occurrence for the reported service. Second month service fails to meet the committed SLA objectives shall result in a 35 percent rebate of TMRC and two (2) Business Days of ADUC. Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC and two (2) Business Days of the ADUC.				
	<b>Monthly Aggregated Measurements:</b> N/A				

**1.2.9.8.9 Notification**

<b>SLA Name:</b> Notification	
<b>Definition:</b> The Contractor notification to CALNET 3 CMO and designated stakeholders in the event of a CAT 2 or CAT 3 failure, terrorist activity, threat of natural disaster, or actual natural disaster which results in a significant loss of telecommunication services to CALNET 3 End-Users or has the potential to impact services in a general or statewide area. The State understands initial information requiring the nature of the outage may be limited.	
<b>Measurement Process:</b> The Contractor shall adhere to the Network Outage Response requirements (IFB-A Business Requirements Section A.3.3) and notify the CALNET 3 CMO and designated stakeholders for all CAT 2 and CAT 3 Outages or for network outages resulting in a significant loss of service. Notification objectives will be based on the start time of the outage failure determined by the opening of a trouble ticket or network alarm, whichever occurs first. For events based on information such as terrorist activity or threat of natural disaster, the Contractor shall notify CALNET 3 CMO and designated stakeholder when information is available for dissemination to Customers.	
<b>Service(s):</b> All services	
<p><b>Objective (s):</b> Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify CALNET 3 CMO and designated stakeholders using a method defined in IFB-A Business Requirements Section A.3.3 (Network Outage Response).</p> <p>At 60 minute intervals, updates shall be given on the above mentioned failures via the method defined in IFB-A Business Requirements Section A.3.3 (Network Outage Response).</p> <p>This objective is the same for Basic, Standard and Premium commitments</p>	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> Senior Management Escalation
	<b>Monthly Aggregated Measurements:</b> N/A

**1.2.9.8.10 Packet Loss (M-S)**

<b>SLA Name:</b> Packet Loss					
<b>Definition:</b> A measurement of lost or dropped packet traveling across the Contractor's, Affiliate's or Subcontractor's network. Packet loss is measured from Contractor's handoff to the Customer at each end of the data channel measured port to port.					
<p><b>Measurement Process:</b> End-User/Customer is responsible for opening a trouble ticket with the Contractor's Customer Service Center (helpdesk) when the data loss exceeds the committed level. The problem requires timely verification, consistent with industry standards, by the Contractor. Tickets identified as a packet loss issue shall not count in availability or Time-to-Repair measurements unless and until the End-User reports service as unusable for its intended uses.</p> <p>This measurement includes the local loop transport under the control of the Contractor and any local loops acquired from a third party by the Contractor .</p>					
<b>Service(s):</b>					
MPLS (1.2.2) (includes 1.2.2.8.1 through 1.2.2.8.7)					
Converged VoIP Service (1.2.3.2)					
<b>Objective (s):</b>					
	<b>Service</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B, S or P)</b>
	MPLS	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P
	Converged VoIP Service	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P
<b>Rights and Remedies</b>	<p><b>Per Occurrence:</b> 25 percent of TMRC per occurrence for the reported service. Next consecutive month to fail to meet the committed SLA objectives shall result in a 35 percent rebate of TMRC.</p> <p>Each additional consecutive month to fail to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.</p>				
	<b>Monthly Aggregated Measurements: N/A</b>				

**1.2.9.8.11 Provisioning (M-S)**

<b>SLA Name:</b> Provisioning		
<p><b>Definition:</b> Provisioning shall include new services, moves, adds and changes, completed by the Contractor on or before the due dates. The Provisioning SLA shall be based on committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor documented on the Contractor's order confirmation notification or Contracted Service Project Work Scope of Work in accordance with Section A.2.5.4 #7 (Provisioning and Implementation). The Contractor shall meet the committed interval dates or due date negotiated with the Customer. If the Customer agrees to a negotiated due date, the negotiated due date supersedes the committed interval. At the Customer's discretion, if the scope of the Service Requests(s) meets the Coordinated or Managed Project criteria, negotiated due dates will be established and documented in the Project Timeline per IFB-A Business Requirements Section A.6 (Contracted Service Project Work).</p> <p>Provisioning SLAs have two (2) objectives:</p> <p>Objective 1: Individual Service Request</p> <p>Objective 2: Successful Install Monthly Percentage by Service Type</p> <p>Note: Provisioning timelines include extended demarcation wiring, when appropriate.</p>		
<b>Measurement Process:</b>		
<p><u>Objective 1: Individual Service Request:</u> Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor. This objective requires the Contractor to meet the due date for each individual Service Request.</p> <p><u>Objective 2: Successful Install Monthly Percentage per Service Type:</u> The Contractor shall sum all individual Service Requests per service, as listed below, meeting the objective in the measurement period (per month) and divide by the sum of all individual Service Requests due per service in the measurement period and multiply by 100 to equal the percentage of Service Requests installed on time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.</p>		
<b>Service (Features must be installed in conjunction with the service except when listed below)</b>	<b>Committed Interval Calendar Days</b>	<b>Coordinated/Managed Project</b>
MPLS Port Transport (1.2.2.8.1)	35	Coordinated/Managed Project
MPLS Port and Access Bundle Transport (1.2.2.8.2)	35	Coordinated/Managed Project
MPLS Port, Access and Router Transport (1.2.2.8.3)	45	Coordinated/Managed Project
MPLS Port, Access and Router Bundled On-Net Transport Speeds (1.2.2.8.4)	45	Coordinated/Managed Project
MPLS Port, Access and Router Bundled Off-Net Transport Speeds (1.2.2.8.5)	45	Coordinated/Managed Project
MPLS Port, Access and Router Bundled Ethernet On-Net Transport (1.2.2.8.6)	45	Coordinated/Managed Project
MPLS Port, Access and Router Bundled Ethernet Off-Net Transport (1.2.2.8.7)	45	Coordinated/Managed Project
Converged VoIP Service (1.2.3.2)	45	Coordinated/Managed Project

**1.2.9.8.11 Provisioning (M-S)**

VoIP Voice Mail Services (1.2.3.5)	30	Coordinated/Managed Project
Audio Conferencing (1.2.4)	30	Coordinated/Managed Project
SIP Trunking (1.2.5)	35	Coordinated/Managed Project

**Objective (s):**

Individual Service Requests: Service installed on or before the committed or negotiated due date.  
 Successful Install Monthly Percentage per Service:

Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
MPLS Port Transport:	N/A	≥ 90%	≥ 95%	P
MPLS Port and Access Bundle Transport:	N/A	≥ 90%	≥ 95%	P
MPLS Port, Access and Router Transport:	N/A	≥ 90%	≥ 95%	P
Converged VoIP Service:	N/A	≥ 90%	≥ 95%	P
VoIP Voice Mail Service:	N/A	≥ 90%	≥ 95%	P
Audio Conferencing:	N/A	≥ 90%	≥ 95%	P
SIP Trunking	N/A	≥ 90%	≥ 95%	P
MPLS Port, Access and Router Bundled On-Net Transport Speeds	N/A	≥ 90%	≥ 95%	P
MPLS Port, Access and Router Bundled Off-Net Transport Speeds	N/A	≥ 90%	≥ 95%	P
MPLS Port, Access and Router Bundled Ethernet On-Net Transport	N/A	≥ 90%	≥ 95%	P
MPLS Port, Access and Router Bundled Ethernet Off-Net Transport	N/A	≥ 90%	≥ 95%	P

<b>Rights and Remedies</b>	<b>Per Occurrence:</b> Objective 1: Individual Service Requests: 50 percent of installation fee credited to Customer for any missed committed objective.
	<b>Monthly Aggregated Measurements:</b> Objective 2: 100 percent of the installation fee credited to Customer for all Service Requests (per same service type) that did not complete on time during the month if the successful install monthly percentage is below the committed objective.

**1.2.9.8.12 Time to Repair (TTR) (M-S)**

<b>SLA Name:</b> Time to Repair (TTR)					
<b>Definition:</b> A service outage that remains unresolved for more than the objective level.					
<b>Measurement Process:</b> This SLA is based on trouble ticket Unavailable Time. The circuit or service is unusable during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If Customer reports a service failure as unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time. This SLA is applied per occurrence.					
<b>Service(s):</b>					
MPLS (1.2.2) (includes 1.2.2.8.1 through 1.2.2.8.7)					
Converged VoIP Service (1.2.3.2)			Audio Conferencing (1.2.4)		
VoIP Voice Mail Service (1.2.3.5)			SIP Trunking (1.2.5)		
Objective (s): The Unavailable Time objective shall not exceed:					
	<b>Service</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B or S)</b>
	MPLS:	6 hours	4 hours	N/A	<b>S</b>
	Converged VoIP Service:	8 hours	4 hours	N/A	<b>S</b>
	VoIP Voice Mail Service:	6 hours	4 hours	N/A	<b>S</b>
	Audio Conferencing:	6 hours	4 hours	N/A	<b>S</b>
	SIP Trunking	6 hours	4 hours	N/A	<b>S</b>
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 25 percent of the TMRC three (3) Business Days ADUC, when applicable per occurrence for each service (Circuit ID) out of service for a period greater than the committed objective level.				
	<b>Monthly Aggregated Measurements:</b> N/A				

**1.2.9.8.13 Managed Service Proactive Notification**

<b>SLA Name:</b> Managed Service Proactive Notification	
<p><b>Definition:</b> The proactive outage notification SLA provides credits if the Contractor fails to open a trouble ticket and notify Customer of an Outage for a managed service. Notification to the Customer shall occur through means agreed to by Contractor and CALNET 3 CMO.</p> <p>An Outage is defined as an unscheduled period in which the managed service interrupted and unavailable for use by Customer for 60 continuous seconds or more than 60 cumulative seconds within a 15-minute period measured by the Contractor.</p>	
<p><b>Measurement Process:</b> The Outage Duration start shall be determined by the first Contractor network alarm resulting from the outage-causing event or the opening of a trouble ticket by the Customer, whichever occurs first. The Contractor has fifteen (15) minutes (Notification Period) to open a trouble ticket and notify the Customer from the start point of the first network alarm. The Contractor is in compliance with the proactive outage notification SLA if the Customer opened the trouble ticket prior to the network alarm or Customer is notified by the Contractor within the Notification Period.</p>	
<b>Service(s):</b>	
MPLS Port, Access and Router Bundled Transport Speeds (Section 1.2.2.8.3)	
MPLS Port, Access and Router Bundled On-Net Transport Speeds (Section 1.2.2.8.4)	
MPLS Port, Access and Router Bundled Off-Net Transport Speeds (Section 1.2.2.8.5)	
MPLS Port, Access and Router Bundled Ethernet On-Net Transport Speeds (Section 1.2.2.8.6)	
MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds (Section 1.2.2.8.6)	
<b>Objective (s):</b> 15 Minutes	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> Customer will receive a credit equal to ten percent (10%) of the TMRC for each Contractor Managed Service (Circuit ID) that was impacted during an outage if the Customer was not proactively notified within the notification period.
	<b>Monthly Aggregated Measurements:</b> N/A

**1.2.9.8.14 Excessive Usage of Site Survivability Network Failure Service (M-S)**

<b>SLA Name:</b> Excessive Usage of Site Survivability Network Failure Service											
<b>Definition:</b> The usage of Site Survivability Network Failure Service shall not exceed the objective commitment identified below in a month, per site.											
<b>Measurement Process:</b> The monthly usage duration shall be based on the accumulated total of all service activation events during a given month. A service usage event shall begin from alarm or activation of service and ending when a Site Survivability Network Failure Service resumes to a standby state and no traffic traverses the PSTN on the back-up circuit.											
Objective (s) applied to the following Services: <ul style="list-style-type: none"> <li>Converged VoIP Site Survivability Network Failure</li> </ul>	<b>Objective(s):</b> <table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Converged VoIP Site Survivability Network Failure</td> <td>240 hours</td> <td>120 hours</td> <td>72 hours</td> <td style="text-align: center;">P</td> </tr> </tbody> </table>	Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Converged VoIP Site Survivability Network Failure	240 hours	120 hours	72 hours	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)							
Converged VoIP Site Survivability Network Failure	240 hours	120 hours	72 hours	P							
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A										
	<b>Monthly Aggregated Measurements:</b> First month the service fails to meet the committed SLA objective shall result in a 15 percent rebate of the TMRC and two (2) Business Days of the ADUC of all usage charges as a result of the activation of the Site Survivability Network Failure Service.										
	The second consecutive month the service fails to meet the committed SLA objective shall result in a 30 percent rebate of TMRC and five (5) Business Days of ADUC of all usage charges as a result of the activation of Site Survivability Network Failure Service.  Each additional consecutive month the service fails to meet the Committed SLA objective shall result in a 50 percent rebate of the TMRC, and ten (10) Business Days of the ADUC of all usage charges as a result of the activation of Site Survivability Network Failure Service.										



## SERVICE LEVEL AGREEMENTS: 1.3 TECHNICAL REQUIREMENTS

**Table 1.3.5.7 – Stop Clock Conditions (SCC)**

#	Stop Clock Condition (SCC)	SCC Definition
1	<b>END-USER REQUEST</b>	Periods when a restoration or testing effort is delayed at the specific request of the End-User. The SCC shall exist during the period the Contractor was delayed, provided that the End-User's request is documented and time stamped in the Contractor's trouble ticket or Service Request system and shows efforts are made to contact the End-User during the applicable Stop Clock period.
2	<b>OBSERVATION</b>	Time after a service has been restored but End-User request ticket is kept open for observation. If the service is later determined by the End-User to not have been restored, the Stop Clock shall continue until the time the End-User notifies the Contractor that the Service has not been restored.
3	<b>END-USER NOT AVAILABLE</b>	Time after a service has been restored but End-User is not available to verify that the Service is working. If the service is later determined by the End-User to not have been restored, the Stop Clock shall apply only for the time period between Contractor's reasonable attempt to notify the End-User that Contractor believes the service has been restored and the time the End-User notifies the Contractor that the Service has not been restored.
4	<b>WIRING</b>	Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor or any of its Subcontractors or Affiliates. If it is later determined the wiring is not the cause of failure, the SCC shall not apply.
5	<b>POWER</b>	Trouble caused by a power problem outside of the responsibility of the Contractor. This does not apply to the power requirements necessary to support dial tone to IP phones.
6	<b>FACILITIES</b>	Lack of building entrance Facilities or conduit structure that are the End-User's responsibility to provide.

**Table 1.3.5.7 – Stop Clock Conditions (SCC)**

#	Stop Clock Condition (SCC)	SCC Definition
7	<b>ACCESS</b>	<p>Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following:</p> <ul style="list-style-type: none"> <li>a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative;</li> <li>b. Site contact refuses access to technician who displays proper identification;</li> <li>c. Customer provides incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact information and takes reasonable steps to obtain the correct information; or,</li> <li>d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.</li> </ul> <p>If it is determined later that the cause of the problem was not at the site in question, then the Access SCC shall not apply.</p>
8	<b>STAFF</b>	Any problem or delay to the extent caused by End-User's staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a timely request to End-User staff to correct the problem or delay and document in trouble ticket.
9	<b>APPLICATION</b>	End-User software applications that interfere with repair of the trouble.
10	<b>CPE</b>	Repair/replacement of Customer Premise Equipment (CPE) not provided by Contractor if the problem has been isolated to the CPE. If determined later that the CPE was not the cause of the service outage, the CPE SCC will not apply.
11	<b>NO RESPONSE</b>	Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close-out of trouble tickets after the Service has been restored as long as Contractor can provide documentation in the trouble ticket substantiating the communication from Contractor's technician.

**Table 1.3.5.7 – Stop Clock Conditions (SCC)**

#	Stop Clock Condition (SCC)	SCC Definition
1 2	<b>MAINTENANCE</b>	An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET 3 service. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs shall apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to the Maintenance SCC.
1 3	<b>THIRD PARTY</b>	Any problem or delay caused by a third party not under the control of Contractor, not preventable by Contractor, including, at a minimum, cable cuts not caused by the Contractor. Contractor's Subcontractors and Affiliates, shall be deemed to be under the control of Contractor with respect to the equipment, services, or Facilities to be provided under this Contract.
1 4	<b>FORCE MAJEURE</b>	Force Majeure events, as defined in the PMAC General Provisions - Telecommunications, Section 28 (Force Majeure).

**1.3.5.8.1 Availability (M-S)**

<b>SLA Name:</b> Availability																					
<b>Definition:</b> The percentage of time a CALNET service is fully functional and available for use each calendar month.																					
<b>Measurement Process:</b> The monthly Availability Percentage shall be based on the accumulative total of all Unavailable Time derived from all trouble tickets closed, for the affected Circuit ID (as defined in the Data Dictionary), per calendar month. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is 24 x number of days in the month. All Unavailable Time applied to other SLAs, which results in a remedy, will be excluded from the monthly accumulated total.																					
<p><b>Service(s):</b></p> <ul style="list-style-type: none"> <li>• Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)</li> <li>• Standalone VoIP Voice Mail Service (1.3.2.5)</li> <li>• Audio Conferencing (1.3.2.7)</li> </ul>	<p><b>Objective(s):</b></p> <table border="1"> <thead> <tr> <th></th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Standalone VoIP Handset Service Packages</td> <td>≥ 98.9%</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>P</td> </tr> <tr> <td>Standalone VoIP Voice Mail Service</td> <td>≥ 98.9%</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>P</td> </tr> <tr> <td>Audio Conferencing</td> <td>≥ 98.9%</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>P</td> </tr> </tbody> </table>		Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Standalone VoIP Handset Service Packages	≥ 98.9%	≥ 99.2%	≥ 99.5%	P	Standalone VoIP Voice Mail Service	≥ 98.9%	≥ 99.2%	≥ 99.5%	P	Audio Conferencing	≥ 98.9%	≥ 99.2%	≥ 99.5%	P
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
Standalone VoIP Handset Service Packages	≥ 98.9%	≥ 99.2%	≥ 99.5%	P																	
Standalone VoIP Voice Mail Service	≥ 98.9%	≥ 99.2%	≥ 99.5%	P																	
Audio Conferencing	≥ 98.9%	≥ 99.2%	≥ 99.5%	P																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A																				
	<p><b>Monthly Aggregated Measurements:</b></p> <p>First month the service fails to meet the committed SLA objective shall result in a 15 percent rebate of the TMRC and two (2) Business Days of the ADUC, when usage applies.</p> <p>The second consecutive month the service fails to meet the committed SLA objective shall result in a 30 percent rebate of TMRC and two (2) Business Days of the ADUC, when usage applies.</p> <p>Each additional consecutive month the service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC, and two (2) Business Days of the ADUC, when usage applies.</p>																				

**1.3.5.8.2 Catastrophic Outage 1 (CAT 1) (M-S)**

<b>SLA Name:</b> Catastrophic Outage 1 (CAT 1)																
<p><b>Definition:</b> The total loss of service at a single address based on a common cause resulting in the failure of one (1) or more of the following:</p> <ul style="list-style-type: none"> <li>• Failure of two (2) or more service types, or</li> <li>• Failure of 50 or more End-User Standalone VoIP Handset Service Packages or Standalone VoIP Service (seat)</li> </ul>																
<p><b>Measurement Process:</b> The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by a Customer, or the Contractor, whichever occurs first. The Contractor shall open a trouble ticket(s) for each service affected by the common cause. Each End-User service is deemed out of service from the first notification until the Contractor determines the End-User service (Circuit ID) is restored, minus SCC. Any service reported by Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p>																
<b>Service(s):</b>																
Standalone VoIP Service (1.3.2.2)	Standalone VoIP Voice Mail Service (1.3.2.5)															
<p><b>Objective (s):</b> The objective restoral time shall be:</p> <table border="1"> <thead> <tr> <th></th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Standalone VoIP Service</td> <td>≤ 3 hours</td> <td>≤ 2 hours</td> <td>≤ 1 hour</td> <td>P</td> </tr> <tr> <td>Standalone VoIP Voice Mail Service</td> <td>≤ 3 hours</td> <td>≤ 2 hours</td> <td>≤ 1 hour</td> <td>P</td> </tr> </tbody> </table>			Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Standalone VoIP Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	P	Standalone VoIP Voice Mail Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	P
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)												
Standalone VoIP Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	P												
Standalone VoIP Voice Mail Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	P												
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault															
	<b>Monthly Aggregated Measurements:</b> N/A															

**1.3.5.8.3 Catastrophic Outage 2 (CAT 2) (M-S)**

<b>SLA Name:</b> Catastrophic Outage 2 (CAT 2)																					
<b>Definition:</b> <ul style="list-style-type: none"> <li>Any service affecting failure in the Contractor's (or Subcontractor's or Affiliate's) edge network equipment.</li> </ul>																					
<b>Measurement Process:</b> The Outage Duration begins when a network alarm is received by the Contractor from the outage-causing event or the opening of a trouble ticket by the Customer, or Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall compile a list for each End-User service affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID) basis from information recorded from the network equipment/system or Customer reported trouble ticket. Each End-User service (Circuit ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.																					
<b>Service(s):</b>																					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)	Audio Conferencing (1.3.2.7)																				
Standalone VoIP Voice Mail Service (1.3.2.5)																					
<b>Objective (s):</b> The objective restoral time shall be:																					
	<table border="1"> <thead> <tr> <th></th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Standalone VoIP Handset Service Packages</td> <td>≤ 1 hour</td> <td>≤ 30 minutes</td> <td>≤ 15 minutes</td> <td>P</td> </tr> <tr> <td>Audio Conferencing</td> <td>≤ 1 hour</td> <td>≤ 30 minutes</td> <td>≤ 15 minutes</td> <td>P</td> </tr> <tr> <td>Standalone VoIP Voice Mail</td> <td>≤ 1 hour</td> <td>≤ 30 minutes</td> <td>≤ 15 minutes</td> <td>P</td> </tr> </tbody> </table>		Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Standalone VoIP Handset Service Packages	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P	Audio Conferencing	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P	Standalone VoIP Voice Mail	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
Standalone VoIP Handset Service Packages	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P																	
Audio Conferencing	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P																	
Standalone VoIP Voice Mail	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC and ten (10) Business Days of the ADUC (when applicable) for each End-User service not meeting the committed objective for each CAT 2 fault.																				
	<b>Monthly Aggregated Measurements:</b> N/A																				

**1.3.5.8.4 Catastrophic Outage 3 (CAT 3) (M-S)**

<b>SLA Name:</b> Catastrophic Outage 3 (CAT 3)																					
<b>Definition:</b> The total loss of more than one (1) CALNET 3 service type in a central office, or the loss of any service type on a system wide basis																					
<b>Measurement Process:</b> The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by the Customer, or Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall open a trouble ticket and compile a list of each End-User service (Circuit ID) affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID) basis from information recorded from the network switches or trouble ticket. Each End-User service (Circuit ID) is deemed out of service from the first notification until the Contractor determines End-User service is restored. Any service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.																					
<b>Service(s):</b>																					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)	Audio Conferencing (1.3.2.7)																				
Standalone VoIP Voice Mail Service (1.3.2.5)																					
<b>Objective (s):</b> The objective restoral time shall be:																					
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	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)																	
Standalone VoIP Handset Service Packages	≤ 30 minutes	N/A	≤ 15 minutes	P																	
Audio Conferencing	≤ 30 minutes	N/A	≤ 15 minutes	P																	
Standalone VoIP Voice Mail Service	≤ 30 minutes	N/A	≤ 15 minutes	P																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC and ten (10) Business Days of the ADUC (when applicable) for each End-User service not meeting the committed objective for each Cat 3 fault.																				
	<b>Monthly Aggregated Measurements:</b> N/A																				

**1.3.5.8.5 VoIP Delay - One-Way Transmission (M-S)**

<b>SLA Name:</b> Delay – One-Way Transmission					
<b>Definition:</b> Average one-way transfer delay measured from the Contractor to Customer handoff to the remote Contractor to Customer handoff.					
<b>Measurement Process:</b> End-User/Customer is responsible for opening a trouble ticket with the Contractor’s Customer Service Center (helpdesk) when the Customer suspects the VoIP Delay is not meeting the committed level. The problem requires timely verification, consistent with industry Standards by the Contractor. Tickets opened as VoIP Delay One-Way Transmission SLA shall not count in availability or Time to Repair measurements unless and until the End-User reports service as unusable. This measurement includes the local loop transport under the control of the Contractor and any local loops acquired from a third party by the Contractor.					
<b>Service(s):</b>					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)					
<b>Objective (s):</b>					
	<b>Service</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder’s Objective Commitment (B, S or P)</b>
	Standalone VoIP Handset Service Packages	≤ 170 ms	≤ 130 ms	≤ 90 ms	<b>P</b>
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A				
	<b>Monthly Aggregated Measurements:</b> 25 percent of TMRC per occurrence for the reported service.  The second month service fails to meet the committed SLA objectives shall result in a 35 percent rebate of TMRC.  Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.				



**1.3.5.8.6 Excessive Outage (M-S)**

<b>SLA Name:</b> Excessive Outage																					
<b>Definition:</b> A service failure that remains unresolved for more than the committed objective level.																					
<b>Measurement Process:</b> This SLA is based on trouble ticket Unavailable Time. The circuit or service is unusable during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If Customer reports a service failure as unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.																					
<b>Service(s):</b>																					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)	Audio Conferencing (1.3.2.7)																				
Standalone VoIP Voice Mail Service (1.3.2.5)																					
<b>Objective (s):</b> The Unavailable Time objective shall not exceed:																					
<table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Standalone VoIP Handset Service Packages</td> <td>16 hours</td> <td>12 hours</td> <td>8 hours</td> <td>P</td> </tr> <tr> <td>Standalone VoIP Voice Mail Service</td> <td>16 hours</td> <td>12 hours</td> <td>8 hours</td> <td>P</td> </tr> <tr> <td>Audio Conferencing</td> <td>16 hours</td> <td>12 hours</td> <td>8 hours</td> <td>P</td> </tr> </tbody> </table>		Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Standalone VoIP Handset Service Packages	16 hours	12 hours	8 hours	P	Standalone VoIP Voice Mail Service	16 hours	12 hours	8 hours	P	Audio Conferencing	16 hours	12 hours	8 hours	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
Standalone VoIP Handset Service Packages	16 hours	12 hours	8 hours	P																	
Standalone VoIP Voice Mail Service	16 hours	12 hours	8 hours	P																	
Audio Conferencing	16 hours	12 hours	8 hours	P																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC and ten (10) days of the ADUC (when applicable) per occurrence for each service (Circuit ID) out of service for a period greater than the committed objective level.  Upon request from the Customer or the CALNET 3 CMO, the Contractor shall provide a briefing on the excessive outage restoration.																				
	<b>Monthly Aggregated Measurements:</b> N/A																				

**1.3.5.8.7 Jitter (M-S)**

<b>SLA Name:</b> Jitter					
<b>Definition:</b> Variations in transfer delay measured from the Contractor to Customer handoff to the remote Contractor to Customer handoff.					
<p><b>Measurement Process:</b> End-User/Customer is responsible for opening a trouble ticket with the Contractor’s Customer Service Center (helpdesk) when the Jitter exceeds the committed level. The problem requires timely verification, consistent with industry Standards, by the Contractor. Tickets identified as a jitter issue shall not count in availability or Time-to-Repair measurements unless and until the End-User reports service as unusable for its intended uses.</p> <p>This measurement includes the local loop transport under the control of the Contractor and any local loops acquired from a third party by the Contractor.</p>					
<b>Service(s):</b>					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)					
<b>Objective (s):</b>					
	<b>Service</b>	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder’s Objective Commitment (B or S)</b>
	Standalone VoIP Handset Service Packages	≤ 30 ms	≤ 15ms	N/A	<b>S</b>
<b>Rights and Remedies</b>	<p><b>Per Occurrence:</b> 25 percent of TMRC per occurrence for the reported service. Second month service fails to meet the objectives SLA objectives shall result in a 35 percent rebate of TMRC.</p> <p>Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.</p>				
	<b>Monthly Aggregated Measurements:</b> N/A				

**1.3.5.8.8 Notification**

<b>SLA Name:</b> Notification	
<b>Definition:</b> The Contractor notification to CALNET 3 CMO and designated stakeholders in the event of a CAT 2 or CAT 3 failure, Contractor, Subcontractor or Affiliate network event, terrorist activity, threat of natural disaster, or actual natural disaster which results in a significant loss of telecommunication services to CALNET 3 End-Users or has the potential to impact services in a general or statewide area. The State understands initial information regarding the nature of the outage may be limited.	
<b>Measurement Process:</b> The Contractor shall adhere to the Network Outage Response (IFB-A Business Requirements Section A.3.3, Network Outage Response) and notify the CALNET 3 CMO and designated stakeholders for all CAT 2 and CAT 3 Outages or for network outages resulting in a significant loss of service. Notification objectives will be based on the start time of the outage failure determined by the opening of a trouble ticket or network alarm, whichever occurs first. For events based on information such as terrorist activity or natural disaster, the Contractor shall notify CALNET 3 CMO and designated stakeholder when information is available.	
<b>Service(s):</b> All Services	
<b>Objective (s):</b> Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify CALNET 3 CMO and designated stakeholders using a method defined in IFB-A Business Requirements Section A.3.3 (Network Outage Response).  At 60 minute intervals, updates shall be given on the above mentioned failures via the method defined in IFB-A Business Requirements Section A.3.3 (Network Outage Response).  This objective is the same for Basic, Standard and Premier commitments.	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> Senior Management Escalation
	<b>Monthly Aggregated Measurements:</b> N/A

**1.3.5.8.9 Packet Loss (M-S)**

<b>SLA Name:</b> Packet Loss					
<b>Definition:</b> A measurement of lost or dropped packets travelling across the Contractor's, Subcontractor's or Affiliate's, network. Packet loss is measured from Contractor's handoff to the Customer at each end of the data channel (measured port to port).					
<p><b>Measurement Process:</b> End-User/Customer is responsible for opening a trouble ticket with the Contractor's Customer Service Center (helpdesk) when the data loss exceeds the committed level. The problem requires timely verification, consistent with industry Standards, by the Contractor. Tickets identified as a packet delivery rate issue shall not count in availability or Time-to-Repair measurements unless and until the End-User reports service as unusable for its intended uses.</p> <p>This measurement includes the local loop transport under the control of the Contractor and any local loops acquired from a third party by the Contractor.</p>					
<b>Service(s):</b>					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)					
<b>Objective (s):</b>					
		<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	
				<b>Bidder's Objective Commitment (B, S or P)</b>	
	Standalone VoIP Handset Service Packages	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P
<b>Rights and Remedies</b>	<p><b>Per Occurrence:</b> 25 percent of TMRC per occurrence for the reported service. Next consecutive month to fail to meet the committed SLA objectives shall result in a 35 percent rebate of TMRC.</p> <p>Each additional consecutive month to fail to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.</p>				
	<b>Monthly Aggregated Measurements: N/A</b>				

**1.3.5.8.10 Provisioning (M-S)**

<b>SLA Name:</b> Provisioning		
<p><b>Definition:</b> Provisioning shall include new services, moves, adds and changes, completed by the Contractor on or before the due dates. The Provisioning SLA shall be based on committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor documented on the Contractor's order confirmation notification or Contracted Service Project Work Scope of Work in accordance with Section A.2.5.4 #7 (Provisioning and Implementation). The Contractor shall meet the committed interval dates or due date negotiated with the Customer. If Customer agrees to a negotiated due date, the negotiated due date supersedes the committed interval. At the Customer's discretion, if the scope of the Service Request(s) meets the Coordinated or Managed Project criteria, negotiated due dates will be established and documented in the Project Timeline per IFB-A Business Requirements Section A.6 (Contracted Service Project Work).</p> <p>Provisioning SLAs have two (2) objectives:</p> <ol style="list-style-type: none"> <li>1. Individual Service Request; and</li> <li>2. Successful Install Monthly Percentage by Service Type</li> </ol> <p>Note: Provisioning timelines include extended demarcation wiring, when appropriate.</p>		
<b>Measurement Process:</b>		
<p><u>Objective 1: Individual Service Request:</u> Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor. This objective requires the Contractor to meet the due date for each individual Service Request.</p> <p><u>Objective 2: Successful Install Monthly Percentage per Service Type:</u> The Contractor shall sum all individual Service Requests per service, as listed below, meeting the objective in the measurement period (per month) and divide by the sum of all individual Service Requests due per service in the measurement period and multiply by 100 to equal the percentage of Service Requests installed on time. The Contractor must exceed the objective below in order to avoid the rights and remedies.</p>		
<b>Service (Features must be installed in conjunction with the service except when listed below)</b>	<b>Committed Interval Days</b>	<b>Coordinated/Managed Project Option</b>
Standalone VoIP Service (1.3.2.1.14)	35	Coordinated/Managed Project
VoIP Voice Mail Services (1.3.2.5)	30	Coordinated/Managed Project
Audio Conferencing (1.3.2.7)	10	Coordinated/Managed Project

**1.3.5.8.10 Provisioning (M-S)**

**Objective (s):**

- 3. Objective 1: Individual Service Request: Service installed on or before the committed interval or negotiated due date.
- 4. Objective 2: Successful Install Monthly Percentage per Service:

Service	Basic (B) (Calendar Days)	Standard (S) (Calendar Days)	Premier (P) (Calendar Days)	Bidder's Objective Commitment (B, S or P)
Standalone VoIP Handset Service Packages	N/A	≥ 90%	≥ 95%	P
Standalone VoIP Voice Mail Service	N/A	≥ 90%	≥ 95%	P
Audio Conferencing	N/A	≥ 90%	≥ 95%	P

<b>Rights and Remedies</b>	<p><b>Per Occurrence:</b> Objective 1: Individual Service Request: 50 percent of installation fee credited to Customer for any missed committed objective.</p>
	<p><b>Monthly Aggregated Measurements:</b> Objective 2: 100 percent of the installation fee credited to Customer for all Service Requests (per same service type) that did not complete on time during the month if the Successful Install Monthly Percentage is below the committed objective.</p>

**1.3.5.8.11 Time to Repair (TTR) (M-S)**

<b>SLA Name:</b> Time to Repair (TTR)																					
<b>Definition:</b> A service outage that remains unresolved for more than the committed objective level.																					
<b>Measurement Process:</b> This SLA is based on trouble ticket Unavailable Time. The circuit or service is unusable during the time the trouble ticket is recorded as open until restoration of the service, minus SCC. If Customer reports a service failure is unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time. This SLA is applied per occurrence.																					
<b>Service(s):</b>																					
Standalone VoIP Handset Service Packages (Table 1.3.2.2.4)	Audio Conferencing (1.3.2.7)																				
Standalone VoIP Voice Mail Services (1.3.2.5)																					
<b>Objective (s):</b> The Unavailable Time objective shall not exceed:																					
<table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B or S)</th> </tr> </thead> <tbody> <tr> <td>Standalone VoIP Handset Service Packages</td> <td>8 hours</td> <td>4 hours</td> <td>N/A</td> <td>S</td> </tr> <tr> <td>Standalone VoIP Voice Mail Services</td> <td>6 hours</td> <td>4 hours</td> <td>N/A</td> <td>S</td> </tr> <tr> <td>Audio Conferencing</td> <td>6 hours</td> <td>4 hours</td> <td>N/A</td> <td>S</td> </tr> </tbody> </table>		Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or S)	Standalone VoIP Handset Service Packages	8 hours	4 hours	N/A	S	Standalone VoIP Voice Mail Services	6 hours	4 hours	N/A	S	Audio Conferencing	6 hours	4 hours	N/A	S
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or S)																	
Standalone VoIP Handset Service Packages	8 hours	4 hours	N/A	S																	
Standalone VoIP Voice Mail Services	6 hours	4 hours	N/A	S																	
Audio Conferencing	6 hours	4 hours	N/A	S																	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 25 percent of the TMRC and three (3) Business Days ADUC, when applicable, per occurrence for each service (Circuit ID) out of service for a period greater than the committed objective level.																				
	<b>Monthly Aggregated Measurements:</b> N/A																				

**1.3.5.8.12 Excessive Usage of Site Survivability Network Failure Service (M-S)**

<b>SLA Name:</b> Excessive Usage of Site Survivability Network Failure Service											
<b>Definition:</b> The usage of Site Survivability Network Failure Service shall not exceed the objective commitment identified below in a month, per site.											
<b>Measurement Process:</b> The monthly usage duration shall be based on the accumulated total of all service activation events during a given month. A service usage event shall begin from alarm or activation of service and ending when a Site Survivability Network Failure Service resumes to a standby state and no traffic traverses the PSTN on the back-up circuit.											
Objective (s) applied to the following Services:  <ul style="list-style-type: none"> <li>Standalone VoIP Site Survivability Network Failure</li> </ul>	<b>Objective(s):</b> <table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>Standalone VoIP Site Survivability Network Failure</td> <td>240 hours</td> <td>120 hours</td> <td>72 hours</td> <td style="text-align: center;">P</td> </tr> </tbody> </table>	Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	Standalone VoIP Site Survivability Network Failure	240 hours	120 hours	72 hours	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)							
Standalone VoIP Site Survivability Network Failure	240 hours	120 hours	72 hours	P							
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A										
	<b>Monthly Aggregated Measurements:</b> First month the service fails to meet the committed SLA objective shall result in a 15 percent rebate of the TMRC and two (2) Business Days of the ADUC of all usage charges as a result of the activation of the Site Survivability Network Failure Service.										
	The second consecutive month the service fails to meet the committed SLA objective shall result in a 30 percent rebate of TMRC and five (5) Business Days of ADUC of all usage charges as a result of the activation of Site Survivability Network Failure Service.  Each additional consecutive month the service fails to meet the Committed SLA objective shall result in a 50 percent rebate of the TMRC, and ten (10) Business Days of the ADUC of all usage charges as a result of the activation of Site Survivability Network Failure Service.										