

CA DEPT OF TECHNOLOGY NWN CALNET 3

SERVICE LEVEL AGREEMENTS (SLA)

Subcategory 1.2 – MPLS, VPN and Converged VoIP

Amendment 2

Abstract

The information contained within this document pertains to the Service Level Commitments NWN has accepted in Delivering CALNET 3 offerings to the Customers of the CALNET 3 Program

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1.2.9.7 Trouble Ticket Stop Clock Conditions

The following conditions shall be allowed to stop the trouble ticket outage duration for CALNET 3 Contractor trouble tickets. The Contractor shall document the trouble ticket outage duration using the Stop Clock Condition (SCC) listed in Table 1.2.9.7 and include start and stop time stamps in the Contractor’s Trouble Ticket Reporting Tool (IFB-A Business Requirements Section A.9.4) for each application of a SCC. The Contractor shall not consider “cleared while testing” or “no trouble found” as a SCC unless cause is ultimately determined to have been the fault of a third party outside the control of the Contractor.

Note: The Glossary (SOW Appendix A) defines term “End-User” as the “individual within an Entity that is utilizing the feature or service provided under the Contract.”

Stop Clock Conditions are limited to the conditions listed in Table 1.2.9.7.

Table 1.2.9.7 – Stop Clock Conditions (SCC)

Item#	Stop Clock Condition (SCC)	SCC Definition
1	END-USER REQUEST	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	OBSERVATION	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	END-USER NOT AVAILABLE	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	WIRING	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.

Table 1.2.9.7 – Stop Clock Conditions (SCC)

Item#	Stop Clock Condition (SCC)	SCC Definition
5	POWER	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	FACILITIES	Lack of building entrance Facilities or conduit structure that are the End-User's responsibility to provide.
7	ACCESS	Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following: Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative; Site contact refuses access to technician who displays proper identification; 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, Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem. 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.
8	STAFF	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	APPLICATION	End-User software applications that interfere with repair of the trouble.
10	CPE	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.
11	NO RESPONSE	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 1.2.9.7 – Stop Clock Conditions (SCC)

Item#	Stop Clock Condition (SCC)	SCC Definition
12	MAINTENANCE	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.
13	THIRD PARTY	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.
14	FORCE MAJEURE	Force Majeure events, as defined in the terms and conditions of the PMAC General Provisions - Telecommunications, Section 28 (Force Majeure).

1.2.9.8 TECHNICAL SERVICE LEVEL AGREEMENTS

The Contractor shall provide and manage the following Technical SLAs.

1.2.9.8.1 Availability (M-S)

SLA Name: Availability					
Definition: The percentage of time a CALNET service is fully functional and available for use each calendar month.					
Measurement Process: 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>Objective(s) A: applies to the following Services:</p> <p>Converged VoIP Service (1.2.3.2)</p> <p>Converged VoIP Voice Mail Service (1.2.3.5)</p> <p>Audio Conferencing (1.2.4)</p> <p>SIP Trunk</p> <p>NWN Managed Local Area Network (MLAN) Services (1.2.3.3)</p> <p>NWN Fully Managed Telepresence Solutions Services (1.2.3.3)</p>	Objective(s) A:				
				Bidder's Objective Commitment	
		Basic (B)	Standard (S)	Premier (P)	(B, S or P)
	<i>Converged VoIP Service</i>	≥ 98.7%	≥ 99.2%	≥ 99.5%	P
	<i>Converged VoIP Voice Mail Service</i>	≥ 98.9%	≥ 99.2%	≥ 99.5%	P
	<i>SIP Trunk</i>	≥ 98.9%	≥ 99.2%	≥ 99.5%	P
	<i>NWN Managed Local Area Network (MLAN) Services</i>	N/A	N/A	≥ 99.5%	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	N/A	N/A	≥ 99.5%	P	



1.2.9.8.1 Availability (M-S)

SLA Name: Availability																										
<p>Objective(s) B: applies to the following Service(s):</p> <p>MPLS (1.2.2) (Includes 1.2.2.8.1 through 1.2.2.8.7)</p>	<p>Objective(s) B: The objectives will be based on the transport type. The speeds appear in ranges.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e6f2ff;"> <th style="text-align: left;">Service</th> <th style="text-align: center;">Basic (B)</th> <th style="text-align: center;">Standard (S)</th> <th style="text-align: center;">Premier (P)</th> <th style="text-align: center;">Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td><i>DS1</i></td> <td style="text-align: center;">≥ 99.2%</td> <td style="text-align: center;">≥ 99.5%</td> <td style="text-align: center;">≥ 99.8%</td> <td style="text-align: center;">P</td> </tr> <tr> <td><i>DS3</i></td> <td style="text-align: center;">≥ 99.7%</td> <td style="text-align: center;">≥ 99.8%</td> <td style="text-align: center;">≥ 99.9%</td> <td style="text-align: center;">P</td> </tr> <tr> <td><i>OCx</i></td> <td style="text-align: center;">≥ 99.7%</td> <td style="text-align: center;">≥ 99.8%</td> <td style="text-align: center;">≥ 99.9%</td> <td style="text-align: center;">P</td> </tr> <tr> <td><i>Ethernet</i></td> <td style="text-align: center;">≥ 99.2%</td> <td style="text-align: center;">≥ 99.5%</td> <td style="text-align: center;">≥ 99.8%</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)	<i>DS1</i>	≥ 99.2%	≥ 99.5%	≥ 99.8%	P	<i>DS3</i>	≥ 99.7%	≥ 99.8%	≥ 99.9%	P	<i>OCx</i>	≥ 99.7%	≥ 99.8%	≥ 99.9%	P	<i>Ethernet</i>	≥ 99.2%	≥ 99.5%	≥ 99.8%	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																						
<i>DS1</i>	≥ 99.2%	≥ 99.5%	≥ 99.8%	P																						
<i>DS3</i>	≥ 99.7%	≥ 99.8%	≥ 99.9%	P																						
<i>OCx</i>	≥ 99.7%	≥ 99.8%	≥ 99.9%	P																						
<i>Ethernet</i>	≥ 99.2%	≥ 99.5%	≥ 99.8%	P																						
Rights and Remedies	<p>Per Occurrence: N/A</p> <p>Monthly Aggregated Measurements:</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>																									

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

SLA Name: Catastrophic Outage 1 (CAT 1)	
<p>Definition: The total loss of service at a single address based on a common cause resulting in one (1) or more of the following:</p> <p>Failure of two (2) or more service types, or</p> <p>Failure of ten (10) access circuits, or</p> <p>Failure of 50 or more End-User VoIP service package or VoIP voice mail service (seat)</p> <p>Failure of a single MPLS port or access circuit with a transport speed greater than or equal to 200 Mbps</p>	
<p>Measurement Process: 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>	
Service(s):	
Converged VoIP Service (1.2.3.2)	NWN Managed Local Area Network (MLAN) Services (1.2.3.3)
	NWN Fully Managed Telepresence Solutions Services (1.2.3.3)
VoIP Voice Mail Service (1.2.3.5)	MPLS (1.2.2.2) (includes 1.2.2.8.1 through 1.2.2.8.7)



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

Objective (s): The objective restoral time shall be:				
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
<i>MPLS</i>	≤ 3 hours	≤2 hours	≤1 hour	P
<i>VoIP Voice Mail</i>	≤ 3 hours	≤2 hours	≤1 hour	P
<i>Converged VoIP Service</i>	≤ 8 hours	≤2 hours	≤1 hour	P
<i>NWN Managed Local Area Network (MLAN) Services</i>	N/A	N/A	≤1 hour	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	N/A	N/A	≤1 hour	P
Rights and Remedies	Per Occurrence: 100 percent of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault			
	Monthly Aggregated Measurements: N/A			

1.2.9.8.3 Catastrophic Outage 2 (CAT 2) (M-S)

SLA Name: Catastrophic Outage 2 (CAT 2)	
Definition: Any service affecting failure in the Contractor’s (or subcontractor’s or Affiliate’s) network up to and including the Provider Edge (PE) equipment.	
Measurement Process: 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 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.	
Service(s):	
MPLS (1.2.2.2) (includes (1.2.2.8.1 - 1.2.2.8.7))	NWN Managed Local Area Network (MLAN) Services (1.2.3.3)
	NWN Fully Managed Telepresence Solutions Services (1.2.3.3)
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)



1.2.9.8.3 Catastrophic Outage 2 (CAT 2) (M-S)

Objective (s): The objective restoral time shall be:

Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
<i>MPLS:</i>	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P
<i>Converged VoIP Service:</i>	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P
<i>VoIP Voice Mail Service:</i>	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P
<i>Audio Conferencing:</i>	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P
<i>SIP Trunking</i>	≤ 1 hour	≤ 30 minute	≤ 15 minutes	P
<i>NWN Managed Local Area Network (MLAN) Services</i>	N/A	N/A	≤ 15 minutes	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	N/A	N/A	≤ 15 minutes	P

Rights and Remedies

Per Occurrence: 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.

Monthly Aggregated Measurements: N/A



1.2.9.8.4 Catastrophic Outage 3 (CAT 3) (M-S)

SLA Name: Catastrophic Outage 3 (CAT 3)	
Definition: 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	
Measurement Process: 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, 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 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.	
Service(s):	
MPLS (1.2.2.2) (includes 1.2.2.8.1 - 1.2.2.8.7)	NWN Managed Local Area Network (MLAN) Services (1.2.3.3)
	NWN Fully Managed Telepresence Solutions Services (1.2.3.3)
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)



1.2.9.8.4 Catastrophic Outage 3 (CAT 3) (M-S)

Objective (s): The objective restoral time shall be:				
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
<i>MPLS</i>	≤ 30 minutes	N/A	≤ 15 minutes	P
<i>Converged VoIP Service</i>	≤ 30 minutes	N/A	≤ 15 minutes	P
<i>VoIP Voice Mail Service</i>	≤ 30 minutes	N/A	≤ 15 minutes	P
<i>Audio Conferencing</i>	≤ 30 minutes	N/A	≤ 15 minutes	P
<i>SIP Trunking</i>	≤ 30 minutes	N/A	≤ 15 minutes	P
<i>NWN Managed Local Area Network (MLAN) Services</i>	N/A	N/A	≤ 15 minutes	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	N/A	N/A	≤ 15 minutes	P
Rights and Remedies	Per Occurrence: 100 percent of the TMRC and ten (10) Business Days of the ADUC (when applicable) for each End-User service not meeting the committed occurrence objective for each Cat 3 fault.			
	Monthly Aggregated Measurements: N/A			



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

SLA Name: Delay – Round Trip Transmission for MPLS Services																								
Definition: 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.																								
Measurement Process: 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.																								
Service(s):																								
MPLS (1.2.2) (includes 1.2.2.8.1 - 1.2.2.8.7)																								
Objective (s): based on a 1,000 byte ping:																								
<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 (S or P)</th> </tr> </thead> <tbody> <tr> <td>MPLS ≥ 128 Kbps to < 1.536 Mbps</td> <td>N/A</td> <td><400ms</td> <td><340ms</td> <td>P</td> </tr> <tr> <td>MPLS ≥ 1.536 Mbps to < 40 Mbps</td> <td>N/A</td> <td><120ms</td> <td><95ms</td> <td>P</td> </tr> <tr> <td>MPLS ≥ 40 Mbps</td> <td>N/A</td> <td><110ms</td> <td><90ms</td> <td>P</td> </tr> </tbody> </table>					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
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																				
Rights and Remedies	Per Occurrence: N/A																							
	Monthly Aggregated Measurements: 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)

SLA Name: VoIP Delay – One-Way Transmission				
Definition: Average one-way transfer delay measured from Customer Equipment (CE) to the remote CE				
Measurement Process: 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.				
Service(s):				
Converged VoIP Service (1.2.3.2)				
Objective (s):				
		Bidder’s Objective Commitment		
Service	Basic (B)	Standard (S)	Premier (P)	(B, S or P)
<i>Converged VoIP Service</i>	≤ 170 ms	≤ 130 ms	≤ 90 ms	P
Rights and Remedies	Per Occurrence: N/A			
	<p>Monthly Aggregated Measurements:</p> <p>25 percent of TMRC per occurrence for the reported service.</p> <p>The second month service fails to meet the committed 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>			

1.2.9.8.7 Excessive Outage (M-S)

SLA Name: Excessive Outage	
Definition: A Service failure that remains unresolved for more than the committed objective.	
Measurement Process: This SLA is based on the 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.	
Service(s):	
MPLS (1.2.2) (includes 1.2.2.8.1 - 1.2.2.8.7)	Audio Conferencing (1.2.4)
Converged VoIP Service (1.2.3.2)	SIP Trunking (1.2.5)
VoIP Voice Mail Service (1.2.3.5)	NWN Managed Local Area Network (MLAN) Services (1.2.3.3)
	NWN Fully Managed Telepresence Solutions Services (1.2.3.3)



1.2.9.8.7 Excessive Outage (M-S)

Objective (s):				
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
<i>MPLS</i>	16 hours	12 hours	8 hours	P
<i>Converged VoIP Service</i>	16 hours	12 hours	8 hours	P
<i>VoIP Voice Mail Service</i>	16 hours	12 hours	8 hours	P
<i>Audio Conferencing</i>	16 hours	12 hours	8 hours	P
<i>SIP Trunking</i>	16 hours	12 hours	8 hours	P
<i>NWN Managed Local Area Network (MLAN) Services</i>	16 hours	12 hours	8 hours	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	16 hours	12 hours	8 hours	P
Rights and Remedies	<p>Per Occurrence: 100 percent of the TMRC and ten (10) Business 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.</p> <p>Upon request from the Customer or the CALNET 3 CMO, the Contractor shall provide a briefing on the excessive outage restoration.</p>			
	<p>Monthly Aggregated Measurements: N/A</p>			

1.2.9.8.8 Jitter (M-S)

SLA Name: Jitter

Definition: Variations in transfer delay measured from the Customer Edge (CE) to the remote CE				
Measurement Process: 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.				
Service(s):				
Converged VoIP Service (1.2.3.2)				
Objective (s):				
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or S)
<i>Converged VoIP Service</i>	≤ 30ms	≤ 15ms	N/A	S
Rights and Remedies	Per Occurrence: 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.			
	Monthly Aggregated Measurements: N/A			

1.2.9.8.9 Notification

SLA Name: Notification	
Definition: 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.	
Measurement Process: 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.	
Service(s): All services	
<p>Objective (s): 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>	
Rights and Remedies	Per Occurrence: Senior Management Escalation
	Monthly Aggregated Measurements: N/A

1.2.9.8.10 Packet Loss (M-S)

SLA Name: Packet Loss				
Definition: 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.				
Measurement Process: 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. 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.				
Service(s):				
MPLS (1.2.2) (includes 1.2.2.8.1 - 1.2.2.8.7)	NWN Managed Local Area Network (MLAN) Services (1.2.3.3)			
Converged VoIP Service (1.2.3.2)	NWN Fully Managed Telepresence Solutions Services (1.2.3.3)			
Objective (s):				
				Bidder’s Objective Commitment
Service	Basic (B)	Standard (S)	Premier (P)	(B, S or P)
<i>MPLS</i>	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P
<i>Converged VoIP Service</i>	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P
<i>NWN Managed Local Area Network (MLAN) Services</i>	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	P



1.2.9.8.10 Packet Loss (M-S)

Rights and Remedies	<p>Per Occurrence: 25 percent of TMRC per occurrence for the reported service.</p> <p>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>
	<p>Monthly Aggregated Measurements: N/A</p>

1.2.9.8.11 Provisioning (M-S)

<p>SLA Name: Provisioning</p> <p>Definition: 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 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> <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>		
<p>Measurement Process:</p> <p>Objective 1: Individual Service Request: 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>Objective 2: Successful Install Monthly Percentage per Service Type: 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>		
<p>Service (Features must be installed in conjunction with the service except when listed below)</p>	<p>Committed Interval Calendar Days</p>	<p>Coordinated/Managed Project</p>
<p><i>MPLS Port Transport (1.2.2.8.1)</i></p>	<p>35</p>	<p>Coordinated/Managed Project</p>
<p><i>MPLS Port and Access Bundle Transport (1.2.2.8.2)</i></p>	<p>35</p>	<p>Coordinated/Managed Project</p>
<p><i>MPLS Port, Access and Router Transport (1.2.2.8.3)</i></p>	<p>45</p>	<p>Coordinated/Managed Project</p>
<p><i>MPLS Port, Access and Router Bundled On-Net Transport Speeds (1.2.2.8.4)</i></p>	<p>45</p>	<p>Coordinated/Managed Project</p>
<p><i>MPLS Port, Access and Router Bundled Off-Net Transport Speeds (1.2.2.8.5)</i></p>	<p>45</p>	<p>Coordinated/Managed Project</p>



1.2.9.8.11 Provisioning (M-S)

<i>MPLS Port, Access and Router Bundled Ethernet On-Net Transport (1.2.2.8.6)</i>	45	Coordinated/Managed Project
<i>MPLS Port, Access and Router Bundled Ethernet Off-Net Transport (1.2.2.8.7)</i>	45	Coordinated/Managed Project
<i>Converged VoIP Service (1.2.3.2)</i>	45	Coordinated/Managed Project
<i>VoIP Voice Mail Services (1.2.3.5)</i>	30	Coordinated/Managed Project
<i>Audio Conferencing (1.2.4)</i>	30	Coordinated/Managed Project
<i>SIP Trunking (1.2.5)</i>	35	Coordinated/Managed Project
<i>NWN Managed Local Area Network (MLAN) Services</i>	45	Coordinated/Managed Project
<i>NWN Fully Managed Telepresence Solutions Services</i>	45	Coordinated/Managed Project

1.2.9.8.11 Provisioning (M-S)

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)
<i>MPLS Port Transport:</i>	N/A	≥ 90%	≥ 95%	P
<i>MPLS Port and Access Bundle Transport:</i>	N/A	≥ 90%	≥ 95%	P
<i>MPLS Port, Access and Router Transport:</i>	N/A	≥ 90%	≥ 95%	P
<i>Converged VoIP Service:</i>	N/A	≥ 90%	≥ 95%	P
<i>VoIP Voice Mail Service:</i>	N/A	≥ 90%	≥ 95%	P
<i>Audio Conferencing:</i>	N/A	≥ 90%	≥ 95%	P
<i>SIP Trunking</i>	N/A	≥ 90%	≥ 95%	P
<i>MPLS Port, Access and Router Bundled On-Net Transport Speeds</i>	N/A	≥ 90%	≥ 95%	P
<i>MPLS Port, Access and Router Bundled Off-Net Transport Speeds</i>	N/A	≥ 90%	≥ 95%	P
<i>MPLS Port, Access and Router Bundled Ethernet On-Net Transport</i>	N/A	≥ 90%	≥ 95%	P
<i>MPLS Port, Access and Router Bundled Ethernet Off-Net Transport</i>	N/A	≥ 90%	≥ 95%	P
<i>NWN Managed Local Area Network (MLAN) Services</i>	N/A	≥ 90%	≥ 95%	P
<i>NWN Fully Managed Telepresence Solutions Services</i>	N/A	≥ 90%	≥ 95%	P



1.2.9.8.11 Provisioning (M-S)

Rights and Remedies	Per Occurrence: Objective 1: Individual Service Requests: 50 percent of installation fee credited to Customer for any missed committed objective.
	Monthly Aggregated Measurements: 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)

SLA Name: Time to Repair (TTR)	
Definition: A service outage that remains unresolved for more than the objective level.	
Measurement Process: 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.	
Service(s):	
MPLS (1.2.2) (includes 1.2.2.8.1 - 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)
NWN Managed Local Area Network (MLAN) Services (1.2.3.3)	NWN Fully Managed Telepresence Solutions Services (1.2.3.3)



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

Objective (s):

The Unavailable Time objective shall not exceed:

Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or S)
<i>MPLS:</i>	6 hours	4 hours	N/A	S
<i>Converged VoIP Service:</i>	8 hours	4 hours	N/A	S
<i>VoIP Voice Mail Service:</i>	6 hours	4 hours	N/A	S
<i>Audio Conferencing:</i>	6 hours	4 hours	N/A	S
<i>SIP Trunking</i>	6 hours	4 hours	N/A	S
<i>NWN Managed Local Area Network (MLAN) Services</i>	6 hours	4 hours	N/A	S
<i>NWN Fully Managed Telepresence Solutions Services</i>	6 hours	4 hours	N/A	S

Rights and Remedies

Per Occurrence: 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.

Monthly Aggregated Measurements: N/A



1.2.9.8.13 Managed Service Proactive Notification

SLA Name: Managed Service Proactive Notification	
<p>Definition: 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>Measurement Process: 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>	
Service(s):	
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)	
NWN Managed Local Area Network (MLAN) Services (Section 1.2.3.3)	
NWN Fully Managed Telepresence Solutions Services (Section 1.2.3.3)	
Objective (s): 15 Minutes	
Rights and Remedies	<p>Per Occurrence: 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.</p>
	<p>Monthly Aggregated Measurements: N/A</p>



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

SLA Name: Excessive Usage of Site Survivability Network Failure Service (M-S)											
Definition: The usage of Site Survivability Network Failure Service shall not exceed the objective commitment identified below in a month, per site.											
Measurement Process: 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:	Objective(s):										
Converged VoIP Site Survivability Network Failure	<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><i>Converged VoIP Site Survivability Network Failure</i></td> <td>240 hours</td> <td>120 hours</td> <td>72 hours</td> <td>P</td> </tr> </tbody> </table>	Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	<i>Converged VoIP Site Survivability Network Failure</i>	240 hours	120 hours	72 hours	P
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)							
<i>Converged VoIP Site Survivability Network Failure</i>	240 hours	120 hours	72 hours	P							
Rights and Remedies	Per Occurrence: N/A										
	Monthly Aggregated Measurements:										
	<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 of all usage charges as a result of the activation of the Site Survivability Network Failure Service.</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 five (5) Business Days of ADUC of all usage charges as a result of the activation of Site Survivability Network Failure Service.</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 ten (10) Business Days of the ADUC of all usage charges as a result of the activation of Site Survivability Network Failure Service.</p>										

1.2.9.8.15 Unsolicited Service Enhancement SLAs

All unsolicited service enhancements shall be considered a feature of the service, and therefore shall be included as such under the SLAs as defined in this Section.

1.2.9.8.16 Proposed Unsolicited Offerings

The Contractor shall provide SLAs as defined throughout SLA Section 1.2.9 (Availability, Catastrophic Outage, Provisioning etc.) for each unsolicited offering determined by the CALNET 3 CMO not to be a feature of a service or a component of an unbundled service identified in the technical requirements. SLA tables shall be amended after Contract award to include all new unsolicited services.

1.2.9.8.17 Contract Amendment Service Enhancement SLAs

All Contract amendment service enhancements shall be considered a feature of the service, therefore included as such under the SLAs as defined in this Section 1.2.9.8.