

## **ZAYO GROUP**

**IFB STPD 12-001-A, C3-A-12-10-TS-09**

**CALNET 3, Category 1: VOICE AND DATA SERVICES**

**Subcategory 1.3 – Standalone VoIP Telephony**

**March 24, 2015**

**SERVICE LEVEL AGREEMENTS**

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### **1.3.5 SERVICE LEVEL AGREEMENTS (SLA)**

The Contractor shall provide Service Level Agreements (SLAs) as defined below. The intent of this section is to provide Customers, CALNET 3 CMO and the Contractor with requirements that define and assist in the management of the SLAs. This section includes the SLA formats, general requirements, stop clock conditions and the Technical SLAs for the services identified in this Category solicitation.

#### **1.3.5.1 SERVICE LEVEL AGREEMENT FORMAT**

The Contractor shall adhere to the following format and include the content as describe below for each Technical SLA added by the Contractor throughout the Term of the Contract:

1. SLA Name – Each SLA Name must be unique;
2. Definition - Describes what performance metric will be measured;
3. Measurements Process - Provides instructions how the Contractor will continuously monitor and measure SLA performance to ensure compliance. The Contractor shall provide details describing how and what will be measured. Details shall include source of data and define the points of measurement within the system, application, or network;
4. Service(s) - All applicable services will be listed in each SLA;
5. Objective(s) – Defines the SLA performance goal/parameters; and,
6. Rights and Remedies.
  - a. Per Occurrence: Rights and remedies are paid on a per event basis during the bill cycle
  - b. Monthly Aggregated Measurements: Rights and remedies are paid once during the bill cycle based on an aggregate of events over a defined period of time

The Contractor shall proactively apply an invoice credit or refund when the SLA objective is not met. CALNET SLA Rights and Remedies do not require the Customer to submit a request for credit or refund.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

#### **1.3.5.2 TECHNICAL REQUIREMENTS VERSUS SLA OBJECTIVES**

Sections **Error! Reference source not found.** (Voice over Internet Protocol) through **Error! Reference source not found.** (DNMA) define the technical requirements for each service. These requirements are the minimum parameters each Bidder must meet in order to qualify for Contract award. Upon Contract award the committed technical requirements will be maintained throughout the remainder of the Contract.

Committed SLA objectives are minimum parameters which the Contractor shall be held accountable for all rights and remedies throughout Contract Term.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

### **1.3.5.3 TWO METHODS OF OUTAGE REPORTING: CUSTOMER OR CONTRACTOR (M)**

There are two (2) methods in which CALNET 3 service failures or quality of service issues may be reported and Contractor trouble tickets opened: Customer reported or Contractor reported.

The first method of outage reporting results from a Customer reporting service trouble to the Contractor's Customer Service Center via phone call or opening of a trouble ticket using the on-line Trouble Ticket Reporting Tool (IFB-A Business Requirements Section A.9.4).

The second method of outage reporting occurs when the Contractor opens a trouble ticket as a result of network/system alarm or other method of service failure identification. In each instance the Contractor shall open a trouble ticket using the Trouble Ticket Reporting Tool (IFB-A Business Requirements Section A.9.4) and monitor and report to Customer until service is restored.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

### **1.3.5.4 BIDDER RESPONSE TO SERVICE LEVEL AGREEMENTS**

Many of the Service Level Agreements described below include multiple objective levels – Basic, Standard and Premier. Bidders shall indicate the specific objective level they are committing to for each service in space provided in the "Objective" section of each SLA description.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

### **1.3.5.5 CONTRACTOR SLA MANAGEMENT PLAN (M)**

Within 90 calendar days of Contract award, the Contractor shall provide CALNET 3 CMO with an SLA Management Plan that describes how the Contractor will manage the SLAs defined in this IFB. The SLA Management plan shall provide processes and procedures to be implemented by the Contractor. The SLA Management Plan shall define the following:

1. Contractor SLA Manager and supporting staff responsibilities;

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2. Contractor's process for measuring objectives for each SLA. The process shall explain how the Contractor will continuously monitor and measure SLA performance to ensure compliance. The Contractor shall provide details describing how and what will be measured. Details should include source of data and define the points of measurement within the system, application, or network;
3. Creation and delivery of SLA Reports (IFB-A Business Requirements Section A.9.5). The Contractor shall include a sample report in accordance to Service Level Agreement Reports (IFB-A Business Requirements Section A.9.5) for the following: SLA Service Performance Report (IFB-A Business Requirements Section A.9.5.1), SLA Provisioning Report (IFB-A Business Requirements Section A.9.5.2), and SLA Catastrophic Outage Reports (IFB-A Business Requirements Section A.9.5.3). The Contractor shall commit to a monthly due date. The reports shall be provided to the CALNET 3 CMO via the Private Oversight Website (IFB-A Business Requirements Section A.9.2);
4. SLA invoicing credit and refund process;
5. Contractor SLA problem resolution process for SLA management and SLA reporting. The Contractor shall provide a separate process for Customers and CALNET 3 CMO; and,
6. Contractor SLA Manager to manage all SLA compliance and reporting. The Contractor shall include SLA Manager contact information for SLA inquiries and issue resolution for Customer and CALNET 3 CMO.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

#### **1.3.5.6 TECHNICAL SLA GENERAL REQUIREMENTS**

The Contractor shall adhere to the following general requirements which apply to all CALNET 3 Technical SLAs (Section 1.3.5.8):

1. With the exception of Provisioning SLA (Section 1.3.5.8.10), the total SLA rights and remedies for any given month shall not exceed the sum of 100 percent of the Total Monthly Recurring Charges (TMRC). Services with usage charges shall apply the Average Daily Usage Charge (ADUC) in addition to any applicable TMRC rights and remedies;
2. If a circuit or service fails to meet one (1) or more of the performance objectives, only the SLA with the largest monthly Rights and Remedies will be credited to the Customer, per event;
3. The Contractor shall apply CALNET 3 SLAs and remedies for services provided by Subcontractors; and/or Affiliates..

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4. The Definition, Measurement Process, Objectives, and Rights and Remedies shall apply to all services identified in each SLA. If a Category or Subcategory is listed in the SLA, then all services under that Category or Subcategory are covered under the SLA. Exceptions must be otherwise stated in the SLA;
5. TMRC rights and remedies shall include the service, option(s), and feature(s) charges;
6. The Contractor shall proactively and continuously monitor and measure all SLAs objectives;
7. The Contractor shall proactively credit all rights and remedies to the Customer within 60 days of the trouble resolution date on the trouble ticket or within 60 days of the Due Date on the Service Request for the Provisioning SLA (Section 1.3.5.8.10);
8. To the extent that Contractor offers additional SLAs, or SLAs with more advantages rights and/or remedies for same or similar services offered through tariffs, online service guides, or other similarly situated government contracts (Federal, State, County, City), the State will be entitled to the same rights and/or remedies therein. The Contractor shall present the SLAs to CALNET 3 CMO for possible inclusion via amendments;
9. The Contractor shall apply CALNET 3 SLAs and remedies to services provided in geographic areas which the Contractor is required to provide service;
10. The election by CALNET 3 CMO of any SLA remedy covered by this Contract shall not exclude or limit CALNET 3 CMO's or any Customer's rights and remedies otherwise available within the Contract or at law or equity;
11. The Contractor shall apply rights and remedies when a service fails to meet the SLA objective even when backup or protected services provide Customer with continuation of services;
12. The Contractor shall act as the single point of contact in coordinating all entities to meet the State's needs for provisioning, maintenance, restoration and resolution of service issues or that of their Subcontractors, Affiliates, or resellers under this Contract;
13. The Customer Escalation Process (IFB-A Business Requirements Section A.3.4.2) and/or the CALNET 3 CMO Escalation Process (IFB-A Business Requirements Section A.3.4.1) shall be considered an additional right and remedy if the Contractor fails to resolve service issues within the SLA objective(s);
14. Trouble reporting and restoration shall be provided 24x365 for CALNET 3 services;
15. SLAs apply 24x365 unless SLA specifies an exception;

- 16. Contractor invoices shall clearly cross reference the SLA credit to the service Circuit ID in accordance with IFB-A Business Requirements Section A.5.1 (Billing and Invoicing Requirements, #14);
- 17. The Contractor shall provide a CALNET 3 SLA Manager responsible for CALNET 3 SLA compliance. The SLA Manager shall attend regular meetings and be available upon request to address CALNET 3 CMO SLA oversight, report issues, and problem resolution concerns. The CALNET 3 SLA Manager shall also coordinate SLA support for Customer SLA inquiries and issue resolution;
- 18. The Contractor shall provide Customer and CALNET 3 CMO support for SLA inquiries and issue resolution; and,
- 19. Any SLAs and remedies negotiated between Contractor and third party service provider in territories closed to competition shall be passed through to the CALNET 3 Customer.

Bidder understands the Requirement and shall meet or exceed it? Yes  X   
 No \_\_\_\_\_

**1.3.5.7 TROUBLE TICKET STOP CLOCK CONDITIONS**

Only the following conditions will 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 1.3.5.7 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 an SCC.

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.”

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

#	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 Service Request system and shows efforts are made to contact the End-User during the applicable Stop Clock period.

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#	Stop Clock Condition (SCC)	SCC Definition
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.



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#	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>	<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 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.</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>

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#	Stop Clock Condition (SCC)	SCC Definition
12	<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.
13	<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.
14	<b>FORCE MAJEURE</b>	Force Majeure events, as defined in the PMAC General Provisions - Telecommunications, Section 28 (Force Majeure).

Bidder understands the Requirement and shall meet or exceed it? Yes  X   
 No \_\_\_\_\_

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**1.3.5.8 TECHNICAL SERVICE LEVEL AGREEMENTS**

**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.					
<b>Service(s):</b> <ul style="list-style-type: none"> <li>Standalone VoIP Handset Service Packages (Table <b>Error! Reference source not found.</b>)</li> <li>Standalone VoIP Voice Mail Service (<b>Error! Reference source not found.</b>)</li> <li>Audio Conferencing (<b>Error! Reference source not found.</b>)</li> </ul>	<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	≥ 98.9%	≥ 99.2%	≥ 99.5%	<b>P</b>
	Standalone VoIP Voice Mail Service	≥ 98.9%	≥ 99.2%	≥ 99.5%	<b>P</b>
	Audio Conferencing	≥ 98.9%	≥ 99.2%	≥ 99.5%	<b>P</b>
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> N/A				
	<b>Monthly Aggregated Measurements:</b>				
	<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>				

Bidder understands the Requirement and shall meet or exceed it? Yes X  
 No \_\_\_\_\_

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

<b>SLA Name:</b> Catastrophic Outage 1 (CAT 1)				
<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: <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>				
<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.				
<b>Service(s):</b>				
Standalone VoIP Service ( <b>Error! Reference source not found.</b> )			Standalone VoIP Voice Mail Service ( <b>Error! Reference source not found.</b> )	
<b>Objective (s):</b> The objective restoral time shall be:				
	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B, S or P)</b>
Standalone VoIP Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	<b>S</b>
Standalone VoIP Voice Mail Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	<b>S</b>
<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			

Bidder understands the Requirement and shall meet or exceed it? Yes X  
 No \_\_\_\_\_

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**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 <b>Error! Reference source not found.</b> )		Audio Conferencing ( <b>Error! Reference source not found.</b> )		
Standalone VoIP Voice Mail Service ( <b>Error! Reference source not found.</b> )				
<b>Objective (s):</b>				
The objective restoral time shall be:				
	<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	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	<b>S</b>
Audio Conferencing	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	<b>S</b>
Standalone VoIP Voice Mail	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	<b>S</b>
<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			

Bidder understands the Requirement and shall meet or exceed it? Yes  X   
 No \_\_\_\_\_

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**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 <b>Error! Reference source not found.</b> )			Audio Conferencing ( <b>Error! Reference source not found.</b> )		
Standalone VoIP Voice Mail Service ( <b>Error! Reference source not found.</b> )					
<b>Objective (s):</b> The objective restoral time shall be:					
		<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	<b>Bidder's Objective Commitment (B or P)</b>
Standalone VoIP Handset Service Packages	≤ 30 minutes		N/A	≤ 15 minutes	<b>B</b>
Audio Conferencing	≤ 30 minutes		N/A	≤ 15 minutes	<b>B</b>
Standalone VoIP Voice Mail Service	≤ 30 minutes		N/A	≤ 15 minutes	<b>B</b>
<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				

Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_







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**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.					
<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 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 <b>Error! Reference source not found.</b> )					
<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>	<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. Each additional consecutive month service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.				
	<b>Monthly Aggregated Measurements:</b> N/A				

Bidder understands the Requirement and shall meet or exceed it? Yes  X   
 No \_\_\_\_\_

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**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

Bidder understands the Requirement and shall meet or exceed it? Yes X  
 No \_\_\_\_\_

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**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).					
<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.  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 <b>Error! Reference source not found.</b> )					
<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	≤ .75% packet loss	≤ .5% packet loss	≤ .25% packet loss	<b>P</b>
<b>Rights and Remedies</b>	<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. Each additional consecutive month to fail to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.				
	<b>Monthly Aggregated Measurements:</b> N/A				

Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_

**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 ( <b>Error! Reference source not found.</b> )	35	Coordinated/Managed Project
VoIP Voice Mail Services ( <b>Error! Reference source not found.</b> )	30	Coordinated/Managed Project
Audio Conferencing ( <b>Error! Reference source not found.</b> )	10	Coordinated/Managed Project

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<b>Objective (s):</b>					
1. Objective 1: Individual Service Request: Service installed on or before the committed interval or negotiated due date.					
2. Objective 2: Successful Install Monthly Percentage per Service:					
	<b>Service</b>	<b>Basic (B) (Calendar Days)</b>	<b>Standard (S) (Calendar Days)</b>	<b>Premier (P) (Calendar Days)</b>	<b>Bidder's Objective Commitment (B, S or P)</b>
	Standalone VoIP Handset Service Packages	N/A	≥ 90%	≥ 95%	<b>S</b>
	Standalone VoIP Voice Mail Service	N/A	≥ 90%	≥ 95%	<b>S</b>
	Audio Conferencing	N/A	≥ 90%	≥ 95%	<b>S</b>
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> Objective 1: Individual Service Request: 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.				

Bidder understands the Requirement and shall meet or exceed it? Yes X  
 No \_\_\_\_\_



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**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>	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #e1f5fe;"> <th style="padding: 5px;">Objective(s):</th> <th style="padding: 5px;">Basic (B)</th> <th style="padding: 5px;">Standard (S)</th> <th style="padding: 5px;">Premier (P)</th> <th style="padding: 5px;">Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Standalone VoIP Site Survivability Network Failure</td> <td style="padding: 5px;">240 hours</td> <td style="padding: 5px;">120 hours</td> <td style="padding: 5px;">72 hours</td> <td style="padding: 5px; color: blue; font-weight: bold;">S</td> </tr> </tbody> </table>	Objective(s):	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	S
Objective(s):	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	S							
<b>Rights and Remedies</b>	<p><b>Per Occurrence:</b> N/A</p> <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 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>										

Bidder understands the Requirement and shall meet or exceed it? Yes  X   
 No \_\_\_\_\_



**1.3.5.8.13 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.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

**1.3.5.8.14 Proposed Unsolicited Offerings**

The Contractor shall provide SLAs as defined in SLA Section 1.3.5 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.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*

**1.3.5.8.15 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 1.3.5.8.

*Bidder understands the Requirement and shall meet or exceed it? Yes X  
No \_\_\_\_\_*