INTEGRA TELECOM

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CALNET 3, Category 3: Metropolitan Area Network (MAN) Ethernet

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SERVICE LEVEL AGREEMENTS

Table of Contents

3.5 SERVICE LEVEL AGREEMENTS (SLA) 3
3.5.1 SERVICE LEVEL AGREEMENT FORMAT 3
3.5.2 TECHNICAL REQUIREMENTS VERSUS SLA OBJECTIVES 3
3.5.3 TWO METHODS OF OUTAGE REPORTING: CUSTOMER OR CONTRACTOR 4
3.5.4 BIDDER RESPONSE TO SERVICE LEVEL AGREEMENTS 4
3.5.5 CONTRACTOR SLA MANAGEMENT PLAN 5
3.5.6 TECHNICAL SLA GENERAL REQUIREMENTS 5
3.5.7 TROUBLE TICKET STOP CLOCK CONDITIONS 7
3.5.8 TECHNICAL SERVICE LEVEL AGREEMENTS 10
3.5.8.1 AVAILABILITY (M-S) 10
3.5.8.2 CATASTROPHIC OUTAGE 1 (CAT 1) (M-S) 11
3.5.8.3 CATASTROPHIC OUTAGE 2 (CAT 2) (M-S) 12
3.5.8.4 CATASTROPHIC OUTAGE 3 (CAT 3) (M-S) 13
3.5.8.5 EXCESSIVE OUTAGE (M-S) 14
3.5.8.6 NOTIFICATION 15
3.5.8.7 LATENCY (M-S) 16
3.5.8.8 PACKET LOSS (M-S) 17
3.5.8.9 PROVISIONING (M-S) 18
3.5.8.10 TIME TO REPAIR (TTR) (M-S) 19
3.5.8.11 MANAGED SERVICE PROACTIVE NOTIFICATION (M-S) 20
3.5.8.12 UNSOLICITED SERVICE ENHANCEMENT SLAS 21
3.5.8.13 PROPOSED UNSOLICITED OFFERINGS 21
3.5.8.14 CONTRACT AMENDMENT SERVICE ENHANCEMENT SLAS 21

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 solicitation.

3.5.1 SERVICE LEVEL AGREEMENT FORMAT

The Contractor shall adhere to the following format and include the content as described 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 Categories or Subcategories 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; and,
   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 an 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___

3.5.2 TECHNICAL REQUIREMENTS VERSUS SLA OBJECTIVES

Sections **Error! Reference source not found.** (Ethernet Services), **Error! Reference source not found.** (Network Disaster/Operational Recovery) and **Error! Reference source not found.** (Other Services) 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___

3.5.3 TWO METHODS OF OUTAGE REPORTING: CUSTOMER OR CONTRACTOR

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 STPD 12-001-B Business Requirements Section B.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 STPD 12-001-B Business Requirements Section B.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___

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 one (1) 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___

3.5.5 CONTRACTOR SLA MANAGEMENT PLAN

Within 90 calendar days of Contract award, the Contractor shall provide CALNET 3 CMO with a detailed SLA Management Plan that describes how the Contractor will manage the Technical SLAs for services 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;
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 STPD 12-001-B Business Requirements Section B.9.5). The Contractor shall include a sample report in accordance with IFB STPD 12-001-B Business Requirements Section B.9.5 (SLA Reports) for the following: SLA Service Performance Report (Section IFB STPD 12-001-B Business Requirements Section B.9.5.1), SLA Provisioning Report (IFB STPD 12-001-B Business Requirements Section B.9.5.2), and SLA Catastrophic Outage Reports (IFB STPD 12-001-B Business Requirements Section B.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 STPD 12-001-B Business Requirements Section B.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___

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 3.5.8):

1. With the exception of the Provisioning SLA, 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;
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 Technical SLA objectives;
7. The Contractor shall proactively credit all rights and remedies to the Customer within 60 calendar days of the trouble resolution date on the trouble ticket or within 60 calendar days of the Due Date on the Service Request for the Provisioning SLA;
8. To the extent that Contractor offers additional SLAs, or SLAs with more advantageous 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 all areas the Contractor provides service and/or open to competition (as defined by the CPUC). Any SLAs and remedies negotiated between Contractor and Incumbent Local Exchange Carriers in territories closed to competition shall be passed through to the CALNET 3 Customer;
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 STPD 12-001-B Business Requirements Section B.3.4.2) and/or the CALNET 3 CMO Escalation Process (IFB STPD 12-001-B Business Requirements Section B.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 STPD 12-001-B Business Requirements Section B.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___

3.5.7 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 3.5.7 and include start and stop time stamps in the Contractor's Trouble Ticket Reporting Tool (IFB STPD 12-001-B Business Requirements Section B.9.4) for each application of a 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."

Stop Clock Conditions are limited to the conditions listed in Table 3.5.7.

Table 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.
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.

Table 3.5.7 – Stop Clock Conditions (SCC)

#	Stop Clock Condition (SCC)	SCC Definition
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.
5	**POWER**	Trouble caused by a power problem outside of the responsibility of the Contractor.
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: a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative; b. Site contact refuses access to technician who displays proper identification; 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 steps to obtain the correct information ; or, d. 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 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.

Table 3.5.7 – Stop Clock Conditions (SCC)

#	Stop Clock Condition (SCC)	SCC Definition
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.
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 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	**FORCE MAJEURE**	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___

3.5.8 TECHNICAL SERVICE LEVEL AGREEMENTS

The Contractor shall provide and manage the following Technical SLAs.

3.5.8.1 Availability (M-S)

SLA Name: Availability

Definition: The percentage of time a CALNET 3 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 service (Per Circuit ID), 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.

Services:

MAE Service	

Objective(s):

The objective shall be based on the UNI physical interface:

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
EPL, EP-LAN and EVPL MAE Service 10/100 Mbps	≥ 99.2%	≥ 99.5%	≥ 99.9%	**P**
EPL, EP-LAN and EVPL MAE Service 1Gbps	≥ 99.2%	≥ 99.5%	≥ 99.9%	**P**
EPL, EP-LAN and EVPL MAE Service 10 Gbps	≥ 99.2%	≥ 99.5%	≥ 99.9%	**P**

Rights and Remedies

Per Occurrence: N/A

Monthly Aggregated Measurements:
First month the service fails to meet the committed SLA objective shall result in a 15 percent rebate of the TMRC.

The second consecutive month the service fails to meet the committed SLA objective shall result in a 30 percent rebate of TMRC.

Each additional consecutive month the service fails to meet the committed SLA objective shall result in a 50 percent rebate of the TMRC.

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

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

SLA Name: Catastrophic Outage 1 (CAT 1)

Definition: The total loss of service at a single address based on a common cause resulting in the failure of five (5) UNIs or any cumulative UNI failure equal to, or greater than, 10 Gbps.

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 shall open a trouble ticket for each service (Circuit ID) affected by a 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.

Service(s):

MAE Service	

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

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service	≤ 3 hours	≤ 2 hours	≤ 1 hour	**S**

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

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.3 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 a 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):

MAE Service	

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

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	**S**

Rights and Remedies	**Per Occurrence:** 100 percent of the TMRC for each End-User service not meeting the committed objective for each CAT 2 fault
	Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

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

SLA Name: Catastrophic Outage 3 (CAT 3)

Definition: The total loss of one (1) or more CALNET 3 services 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 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 a common cause. Outage Duration shall be measured on a per-End-User service (Circuit ID) basis from information recorded from the network equipment/system or 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):

MAE Service	

Objectives:

The objective restoral time shall be:

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B or P)
MAE Service	≤ 30 minutes	N/A	≤ 15 minutes	**B**

Rights and Remedies	**Per Occurrence:** 100 percent of the TMRC for each End-User service not meeting the committed objective for each CAT 3 fault.
	Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.5 Excessive Outage (M-S)

SLA Name: Excessive Outage

Definition: A service failure that remains unresolved for more than the committed 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.

Service(s):

MAE Service	

Objective (s):
The Unavailable Time objective shall not exceed:

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service	16 hours	12 hours	8 hours	**S**

Rights and Remedies	**Per Occurrence:** 100 percent of the TMRC 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.
	Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.6 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, 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.	
Measurement Process: The Contractor shall adhere to the Network Outage Response requirements (IFB STPD 12-001-B Business Requirements Section B.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 natural disaster, the Contractor shall notify CALNET 3 CMO and designated stakeholder when information is available.	
Service(s): All Services	
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 STPD 12-001-B Business Requirements Section B.3.3 (Network Outage Response). At 60 minute intervals, updates shall be given on the above mentioned failures via the method defined in Section IFB STPD 12-001-B Business Requirements Section B.3.3 (Network Outage Response). This objective is the same for Basic, Standard and Premier commitments.	
Rights and Remedies	**Per Occurrence:** Senior Management Escalation
	Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.7 Latency (M-S)

SLA Name: Latency

Definition: Latency is the amount of time necessary for a typical Ethernet frame to traverse one way from the originating UNI, across the Contractor's, Affiliate, or Subcontractor's network, to the remote UNI(s) on each EVC identified by the Customer.

Measurement Process: End-User/Customer is responsible for opening a trouble ticket with the Contractor's Customer Service Center (helpdesk) when the Latency exceeds the committed level. Latency shall be measured from the first bit of and Ethernet frame entering the ingress UNI to when the last bit of the same frame leaves the egress UNI. The problem requires timely verification, consistent with industry standards, by the Contractor. Tickets identified as a Latency 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):

MAE Service	

Objective (s):
The Unavailable Time objective shall not exceed:

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service	≤ 75ms	≤ 50ms	≤ 25ms	**P**

Rights and Remedies

Per Occurrence: 15 percent of the TMRC for the reported service

Next consecutive month to fail to meet the committed SLA objectives shall result in a 25 percent rebate of TMRC.

Each additional consecutive month to fail to meet the committed SLA objective shall result in a 35 percent rebate of TMRC.

Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.8 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 the difference between the number of packets transmitted at the ingress UNI and the total number of packets received at the egress UNI.

Measurement Process: End-User/Customer is responsible for opening a trouble ticket with the Contractor's Customer Service Center (helpdesk) when the packet 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):

MAE Service	

Objective (s):
The Packet Loss objective shall not exceed:

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service	≤ .7% packet loss	≤ .5% packet loss	≤ .2% packet loss	S

Rights and Remedies

Per Occurrence: 15 percent of the TMRC for the reported service

Next consecutive month to fail to meet the committed SLA objectives shall result in a 25 percent rebate of TMRC.

Each additional consecutive month to fail to meet the committed SLA objective shall result in a 35 percent rebate of TMRC.

Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.9 Provisioning (M-S)

SLA Name: Provisioning

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 SOW in accordance with IFB STPD 12-001-B Section B.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 Schedule per IFB STPD 12-001-B Business Requirements Section B.6 (Contracted Service Project Work).

Provisioning SLAs have two (2) objectives:

Objective 1: Individual Service Request; and

Objective 2: Successful Install Monthly Percentage by Service Type.

Note: Provisioning timelines include extended demarcation wiring, when appropriate.

Measurement Process:

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.

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.

Service (Features must be installed in conjunction with the service except when listed below)	Committed Interval Calendar Days	Coordinated/Managed Project
MAE Service	30	Coordinated/Managed Project

Objective (s):
Objective 1: Individual Service Request: Service installed on or before the Committed Interval or negotiated due date.
Objective 2: Successful Install Monthly Percentage per Service:

	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (S or P)
MAE Service	N/A	≥ 90%	≥ 95%	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 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___

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

SLA Name: Time to Repair (TTR)

Definition: A service outage that remains unresolved for more than the committed 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):

MAE Service	

Objective (s):
The Unavailable Time objective shall not exceed:

Service	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B or S)
MAE Service	6 hours	4 hours	N/A	**S**

Rights and Remedies	**Per Occurrence:** 25 percent of the TMRC per occurrence for each service (Circuit ID) out of service for a period greater than the committed objective level.
	Monthly Aggregated Measurements: N/A

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___

3.5.8.11 Managed Service Proactive Notification (M-S)

SLA Name: Managed Service Proactive Notification		
Definition: The proactive outage notification provides credits if the Contractor fails to open a trouble ticket and notify Customer of an Outage for a managed router service. Notification to the Customer shall occur through means agreed to by Contractor and CALNET 3 CMO. An Outage is defined as an unscheduled period in which the managed router service is 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.		
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 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		
Service(s):		
MAE Services, with Managed Router		
Objective (s): 15 Minutes		
Rights and Remedies	**Per Occurrence:** Customer will receive a credit equal to ten percent of the TMRC for Managed Internet Service (Circuit ID) that was impacted during an outage if the Customer was not proactively notified within the notification period	
	Monthly Aggregated Measurements: N/A	

Bidder understands the Requirement and shall meet or exceed it? Yes_ X__ No____

3.5.8.12 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___

3.5.8.13 Proposed Unsolicited Offerings

The Contractor shall provide SLAs as defined in SLA Section 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___

3.5.8.14 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 3.5.8.

Bidder understands the Requirement and shall meet or exceed it? Yes _X_ No___