

Service Level Agreements

Category 15 – Dedicated Transport

Stop Clock Conditions

Only the following conditions shall be allowed to stop the duration of the Service Level Agreements. The Contractor shall document durations using the Stop Clock Condition (SCC) listed in Table 15.4.7 which must include start and stop time stamps in the Contractor’s Trouble Ticket Reporting Tool (SOW Business Requirements Section L.10.4) or Customer provisioning Service Request for each application of an SCC.

The Contractor shall not consider “cleared while testing” or “no trouble found”: as an SCC.

Note: The Glossary (SOW Appendix A) defines term “End-User” as the “individual within an Entity that is receiving services and/or features provided under the Contract.”

Table 15.4.7 – 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 requests 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 the Contractor’s reasonable attempt to notify the End-User that the 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 the 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.

#	Stop Clock Condition (SCC)	SCC Definition
6	CUSTOMER PROVISIONING DELAY	Delays to Provisioning caused by lack of Customer's building entrance Facilities, conduit structures that are the Customer's responsibilities or Extended demarcation wiring. If the Service Providing Contractor has been contracted by the Customer for extended demarcation wiring, this SCC shall not apply to missed dates/times. The Customer Provisioning Delay SCC is restricted to Provisioning SLAs only.
7	ACCESS	<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"> 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. The Customer provides incorrect site contact information which prevents access, provided that the Contractor takes reasonable steps to notify End-User of the improper contact information and takes reasonable 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.
8	STAFF	Any problem or delay to the extent caused by End-User's staff that prevents or delays the Contractor's resolution of the problem. In such event, the 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 the Customer Premise Equipment (CPE) not provided by the 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 the Contractor's technician for on-line close-out of trouble tickets after the service has been restored as long as the Contractor can provide documentation in the trouble ticket substantiating the communication from the Contractor's technician.

#	Stop Clock Condition (SCC)	SCC Definition
12	MAINTENANCE	An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET Legacy 4 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 the Contractor, not preventable by the Contractor, including, at a minimum, cable cuts not caused by the Contractor. The Contractor's Affiliates and/or Subcontractors shall be deemed to be under the control of the 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, <i>Force Majeure</i> .

TECHNICAL SERVICE LEVEL AGREEMENTS

The Contractor shall provide and manage the following Technical SLAs.

15.4.8.1 Availability (M-S)

SLA Name: Availability																					
Definition: The percentage of time a CALNET Legacy 4 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 individual affected service (per Circuit ID or Service 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 based on 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.																					
Service(s):																					
Carrier DS1 and DS3 (15.2.3 and 15.2.4)	ISDN Primary Rate Interface (PRI) (15.2.5)																				
Objective(s): The objective shall be based on the access type:																					
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DS1	≥ 99.2%	≥ 99.5%	≥ 99.8%	P																	
DS3	≥ 99.7%	≥ 99.8%	≥ 99.9%	P																	
ISDN PRI	≥ 99.2%	≥ 99.5%	≥ 99.8%	P																	
Rights and Remedies	Per Occurrence: End-User Escalation Process CALNET CMO Escalation Process																				
	Monthly Aggregated Measurements: First month the service fails to meet the committed SLA objective shall result in a fifteen percent (15%) rebate of the TMRC and two (2) Business Days of the ADUC, when usage applies. The second consecutive month the service fails to meet the committed SLA objective shall result in a thirty percent (30%) rebate of TMRC and two (2) Business Days of the ADUC, when usage applies. Each additional consecutive month the service fails to meet the committed SLA objective shall result in a fifty (50%) percent rebate of the TMRC and two (2) Business Days of the ADUC, when usage applies.																				

15.4.8.2 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 ten (10) or more data circuits.																					
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 or Service ID) 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 or Service ID) is restored minus SCC. Any service reported by a Customer as not having been restored shall have the outage time adjusted to the actual restoration time.																					
Service(s):																					
Carrier DS1, DS3 (15.2.3 and 15.2.4)	ISDN Primary Rate Interface (PRI) (15.2.5)																				
Objective(s):																					
The objective restoral time shall be:																					
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	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
DS1	≤ 3 hours	≤ 2 hours	≤ 1 hour	P																	
DS3	≤ 3 hours	≤ 2 hours	≤ 1 hour	P																	
ISDN PRI	≤ 3 hours	≤ 2 hours	≤ 1 hour	P																	
Rights and Remedies	Per Occurrence: 100 percent (100%) of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault																				
	Monthly Aggregated Measurements: N/A																				

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

SLA Name: Catastrophic Outage 2 (CAT 2)																					
Definition: Service affecting failure of any part of the equipment in a central office (or equivalent facility), other than access, that results in a CALNET Legacy 4 service failure.																					
Measurement Process: 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 the 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 or Service ID) basis from information recorded from the network equipment/system or a Customer reported trouble ticket. Each End-User service (Circuit ID or Service 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):																					
Carrier DS1, DS3 (15.2.3 and 15.2.4)	ISDN Primary Rate Interface (15.2.5)																				
Objective(s):																					
The objective restoral time shall be:																					
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	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
DS1:	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P																	
DS3:	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P																	
ISDN PRI:	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P																	
Rights and Remedies	Per Occurrence: 100 percent (100%) of the TMRC for each End-User service not meeting the committed objective for each CAT 2 fault.																				
	Monthly Aggregated Measurements: N/A																				

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

SLA Name: Catastrophic Outage 3 (CAT 3)																					
Definition: The total loss of one (1) or more CALNET Legacy 4 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 the Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall open a trouble ticket and compile a list for each End-User service (Circuit ID or Service 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 or Service ID) basis from information recorded from the network equipment/system or trouble ticket. Each End-User service (Circuit ID or Service 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):																					
Carrier DS1, DS3 (15.2.3 and 15.2.4)	ISDN Primary Rate Interface (15.2.5)																				
Objective(s): The objective restoral time shall be:																					
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	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)																	
DS1:	≤ 30 minutes	N/A	≤ 15 minutes	P																	
DS3:	≤ 30 minutes	N/A	≤ 15 minutes	P																	
ISDN PRI:	≤ 30 minutes	N/A	≤ 15 minutes	P																	
Rights and Remedies	Per Occurrence: 100 percent (100%) of the TMRC for each End-User service not meeting the committed objective for each CAT 3 fault.																				
	Monthly Aggregated Measurements: N/A																				

15.4.8.5 Excessive Outage (M-S)

SLA Name: Excessive Outage																					
Definition: Any failure that prevents full functionality of the service 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 not fully functional during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If the Customer reports a partial or complete service that is not fully functional and remains unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.																					
Service(s):																					
Carrier DS1 and DS3 (15.2.3 and 15.2.4)	ISDN Primary Rate Interface (15.2.5)																				
Objective (s): The Unavailable Time objective shall not exceed:																					
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	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
DS1:	16 hours	12 hours	8 hours	P																	
DS3:	16 hours	12 hours	8 hours	P																	
ISDN PRI:	16 hours	12 hours	8 hours	P																	
Rights and Remedies	Per Occurrence: 100 percent (100%) of the TMRC for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level. Upon request from the Customer or the CALNET CMO, the Contractor shall provide a briefing on the excessive outage restoration.																				
	Monthly Aggregated Measurements: N/A																				

15.4.8.6 Notification

SLA Name: Notification	
Definition: The Contractor notification to the CALNET CMO and designated stakeholders in the event of a CAT 2 or CAT 3 failure, the 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 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 (SOW Business Requirements Section L.3.3,) and notify the CALNET 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 the CALNET CMO and designated stakeholder when information is available for dissemination to the Customers.	
Service(s): All services	
Objective (s): Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify the CALNET CMO and designated stakeholders using a method defined in SOW Business Requirements Section L.3.3, <i>Network Outage Response</i> . At 60 minute intervals, updates shall be given on the above mentioned failures via the method defined in SOW Business Requirements Section L.3.3, <i>Network Outage Response</i> . This objective is the same for Basic, Standard and Premier commitments.	
Rights and Remedies	Per Occurrence: Senior Management Escalation
	Monthly Aggregated Measurements: N/A

15.4.8.7 Provisioning (M-S)

SLA Name: Provisioning		
<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 the Customer and the Contractor documented on the Contractor’s order confirmation notification or Contracted Service Project Work SOW in accordance with SOW Business Requirements Section L.2.5.4 #6, <i>Provisioning and Implementation</i>. 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 SOW Business Requirements Section L.8, <i>Contracted Service Project Work</i>.</p> <p>Provisioning SLAs have two (2) objectives: Objective 1: Individual service installation; and, Objective 2: Successful Install Monthly Percentage by service type.</p>		
<p>Measurement Process: <u>Objective 1: Individual Service Installations:</u> Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between the Customer and the Contractor. This objective requires the Contractor to meet the due date for each individual service installation. This includes individual circuit/service/seat level installations for Coordinated and Managed Projects. <u>Objective 2: Successful Install Monthly Percentage per Service Type:</u> The Contractor shall sum all individual installations per service, as listed below, meeting the objective in the measurement period (per month) and divide by the sum of all individual service installations due per service in the measurement period and multiply by 100 to equal the percentage of service installations completed on time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.</p>		
Service (Features must be installed in conjunction with the service except when listed below)	Committed Interval Days	Coordinated/Managed Project
Carrier DS1 (15.2.3)	30	Coordinated/Managed Project
Carrier DS3 (15.2.4)	45	Coordinated/Managed Project
ISDN Primary Rate Interface (15.2.5)	30	Coordinated/Managed Project

Objective (s):																					
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:																					
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	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (S or P)																	
DS1	N/A	≥ 90%	≥ 95%	P																	
DS3	N/A	≥ 90%	≥ 95%	P																	
ISDN PRI	N/A	≥ 90%	≥ 95%	P																	
Rights and Remedies	<p>Per Occurrence: Objective 1: Individual service installations: fifty percent (50%) of installation fee credited to the Customer for any missed committed objective.</p>																				
	<p>Monthly Aggregated Measurements: Objective 2: 100 percent (100%) of the installation fee credited to the Customer for all service installations (per service type) that did not complete within the committed objective during the month if the Successful Install Monthly Percentage is below the committed objective.</p>																				

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

SLA Name: Time to Repair (TTR)																					
Definition: Any failure that prevents full functionality of the service that remains unresolved for more than the committed objective level.																					
Measurement Process: This SLA is based on trouble ticket Unavailable Time per service (Circuit ID or Service ID). The circuit or service is not fully functional during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If the Customer reports a service that is not fully functional and remains 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):																					
Carrier DS1 (15.2.3) and DS3 (15.2.4)	ISDN Primary Rate Interface (15.2.5)																				
Objective(s): The Unavailable Time objective shall not exceed:																					
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or S)																	
DS1:	6 hours	4 hours	N/A	S																	
DS3:	6 hours	4 hours	N/A	S																	
ISDN PRI:	6 hours	4 hours	N/A	S																	
Rights and Remedies	Per Occurrence: Twenty-five percent (25%) of the TMRC per occurrence for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level.																				
	Monthly Aggregated Measurements: N/A																				