

SERVICE LEVEL AGREEMENTS
CALNET 3, Category 1 Voice and Data Services
Subcategory 1.5 – Toll Free Calling

1.5.4.6 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 1.5.4.6 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 1.5.4.6 – 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.
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

#	Stop Clock Condition (SCC)	SCC Definition
		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 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. 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 Provided Equipment (CPE) not provided by Contractor if the problem has been isolated to the CPE. If determined later that the CPE was not the cause of the service outage, the CPE SCC will not apply.
11	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 General Provisions - Telecommunications, Section 28 (Force Majeure).

1.5.4.7 TECHNICAL SERVICE LEVEL AGREEMENTS

1.5.4.7.1 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 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.																					
Service(s):																					
Toll-Free Network Access Transport (Section 1.5.2.3)																					
Objective(s):																					
	<table border="1"> <thead> <tr> <th>Service</th> <th>Basic (B)</th> <th>Standard (S)</th> <th>Premier (P)</th> <th>Bidder's Objective Commitment (B, S or P)</th> </tr> </thead> <tbody> <tr> <td>DS1</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>≥ 99.8%</td> <td>S</td> </tr> <tr> <td>DS3</td> <td>≥ 99.7%</td> <td>≥ 99.8%</td> <td>≥ 99.9%</td> <td>S</td> </tr> <tr> <td>ISDN PRI</td> <td>≥ 99.2%</td> <td>≥ 99.5%</td> <td>≥ 99.8%</td> <td>S</td> </tr> </tbody> </table>	Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	DS1	≥ 99.2%	≥ 99.5%	≥ 99.8%	S	DS3	≥ 99.7%	≥ 99.8%	≥ 99.9%	S	ISDN PRI	≥ 99.2%	≥ 99.5%	≥ 99.8%	S
Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																	
DS1	≥ 99.2%	≥ 99.5%	≥ 99.8%	S																	
DS3	≥ 99.7%	≥ 99.8%	≥ 99.9%	S																	
ISDN PRI	≥ 99.2%	≥ 99.5%	≥ 99.8%	S																	
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.																				

1.5.4.7.2 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 three (3) or more DS1/PRI network access circuits or one (1) DS3 network access circuit.											
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 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.											
Service(s):											
Toll-Free Network Access Transport (1.5.2.3)											
Objective(s):											
The objective restoral time shall be:											
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)							
Toll-Free Network Access Transport	≤ 3 hours	≤ 2 hours	≤ 1 hour	B							
Rights and Remedies	Per Occurrence: 100 percent of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault										
	Monthly Aggregated Measurements: N/A										

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

SLA Name: Catastrophic Outage 2 (CAT 2)																
Definition: Failure of any part of the equipment in the toll-free providers point of presence, other than access, that results in a CALNET 3 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 Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall compile a list for each End-User service affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID) basis from information recorded from the network equipment/system or Customer reported trouble ticket. Each End-User service (Circuit ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.																
Service(s):																
Toll-Free Network Access Transport (1.5.2.3)	Toll-Free Domestic Services (1.5.2.3)															
Objective(s): The objective restoral time shall be:																
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)												
Toll-Free Network Access Transport	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	<i>B</i>												
Toll-Free Domestic Services	≤ 1 hour	≤ 30 minutes	≤ 15 minutes	<i>B</i>												
Rights and Remedies	Per Occurrence: 100 percent of the TMRC and ten (10) Business Days of the ADUC (when applicable) for each End-User service not meeting the committed objective for each CAT 2 fault.															
	Monthly Aggregated Measurements: N/A															

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

SLA Name: Catastrophic Outage 3 (CAT 3)																
Definition: The total loss of all CALNET 3 Toll-Free Network Access Transport and all Toll-Free Domestic Service in a toll-free service provider's point of presence, or the loss of any service type on a system wide basis.																
Measurement Process: The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by the Customer, 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.																
Service(s):																
Toll-Free Network Access Transport (1.5.2.3)	Toll-Free Domestic Services (1.5.2.3)															
Objective(s): The objective restoral time shall be:																
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)												
Toll-Free Network Access Transport	≤ 30 minutes	N/A	≤ 15 minutes	B												
Toll-Free Domestic Services	≤ 30 minutes	N/A	≤ 15 minutes	B												
Rights and Remedies	Per Occurrence: 100 percent of the TMRC and ten (10) Business Days of the ADUC (when applicable) for each End-User service not meeting the committed objective for each Cat 3 fault.															
	Monthly Aggregated Measurements: N/A															

1.5.4.7.5 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):																
Toll-Free Network Access Transport (1.5.2.3)	Toll-Free Domestic Services (1.5.2.3)															
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, S or P)												
Toll-Free Network Access Transport	16 hours	12 hours	8 hours	S												
Toll-Free Domestic Services	16 hours	12 hours	8 hours	S												
Rights and Remedies	Per Occurrence: 100 percent of the TMRC and ten (10) Business Days of the ADUC per occurrence for each service (Circuit ID) out of service 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															

1.5.4.7.6 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 (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.	
Services: 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-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). The objective is the same for Basic, Standard and Premier commitments.	
Rights and Remedies	Per Occurrence: Senior Management Escalation
	Monthly Aggregated Measurements: N/A

1.5.4.7.7 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 Customer and Contractor documented on the Service Request. 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 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"> 1. Individual Service Request; and 2. Successful Install Monthly Percentage by Service Type 		
<p>Measurement Process:</p> <p>Objective 1: Individual Service Request: Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor documented on the Service Request. This objective requires the Contractor to meet the due date for each individual Service Request.</p> <p>Objective 2: Successful Install Monthly Percentage per Service Type: The Contractor shall sum all individual Service Requests per service, as listed below, meeting the objective in the measurement period (per month) and divide by the sum of all individual Service Requests due per service in the measurement period and multiply by 100 to equal the percentage of Service Requests installed on time. The Contractor must 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 Calendar Days	Coordinated/Managed Project
Dedicated DS1 Access Transport (1.5.2.3.1)	30	Coordinated/Managed Project
Dedicated DS3 Access Transport (1.5.2.3.2)	45	Coordinated/Managed Project
ISDN PRI on DS1 Access Transport (1.5.2.3.3)	30	Coordinated/Managed Project
Toll-Free Domestic Services (1.5.2.3.4)	10	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:																										
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Service	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)																						
Toll-Free Domestic Services	N/A	≥ 90%	≥ 95%	S																						
Dedicated DS1 Access Transport	N/A	≥ 90%	≥ 95%	S																						
Dedicated DS3 Access Transport	N/A	≥ 90%	≥ 95%	S																						
ISDN PRI on DS1 Access Transport	N/A	≥ 90%	≥ 95%	S																						
Rights and Remedies	Per Occurrence: Objective 1: Individual Service Request: 50 percent of installation fee credited to Customer for any missed committed objective.																									
	Monthly Aggregated Measurements: Objective 2: 100 percent of the installation fee credited to Customer for all Service Requests (per same invoice type) that did not complete within the committed objective during the month if the Successful Install Monthly Percentage is below the committed objective.																									

1.5.4.7.8 Time-To-Repair (TTR)—Toll-Free Domestic (M-S)

SLA Name: Time to Repair (TTR) – Toll-Free Domestic											
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 per service (Circuit ID). The service shall be considered unavailable during the time the trouble ticket is recorded as open until restoration of the service, minus SCC. If customer reports a service failure is unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time. This SLA is applied per occurrence.											
Service(s):											
Toll-Free Domestic Services (1.5.2.4)											
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, S or P)							
Toll-Free Domestic Services	10 hours	6 hours	N/A	S							
Rights and Remedies	Per Occurrence: Four (4) Business Days of any applicable ADUC										
	Monthly Aggregated Measurements: N/A										

1.5.4.7.9 Time to Repair (TTR)—Toll-Free Network Access Transport (M-S)

SLA Name: Time to Repair (TTR)—Toll-Free Network Access Transport											
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 recorded as open until restoration of the service, minus SCC. If Customer reports a service failure is unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time. This SLA is applied per occurrence.											
Service(s):											
Toll-Free Network Access Transport (1.5.2.3)											
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, S or P)							
Toll-Free Network Access Transport	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										