



California Dept. of Technology

AT&T CALNET 3

Service Level Agreements (SLA)

**Subcategory 3.5 – Metropolitan Area
Network Ethernet**



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.
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.

#	Stop Clock Condition (SCC)	SCC Definition
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. 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. <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	STAFF	<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	APPLICATION	<p>End-User software applications that interfere with repair of the trouble.</p>
10	CPE	<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	NO RESPONSE	<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>
12	MAINTENANCE	<p>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.</p>

#	Stop Clock Condition (SCC)	SCC Definition
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).

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	AT&T Switched Ethernet (ASE) Service			
OPT-E-MAN Service	OPT-E-WAN Service			
GigaMAN Service	DecaMAN Service			
EPLS WAN Service				
Objective(s):				
The objective shall be based on the access type:				
	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
EPL and EVPL MAE, ASE, OPT-E-MAN, and OPT-E-WAN, Service 10/100 Mbps	≥ 99.2%	≥ 99.5%	≥ 99.9%	S
EPL and EVPL MAE, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, and EPLS WAN Service 1Gbps	≥ 99.2%	≥ 99.5%	≥ 99.9%	S
ASE, OPT-E-WAN, DecaMAN, and EPLS WAN Service 10Gbps	≥ 99.2%	≥ 99.5%	≥ 99.9%	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.

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		AT&T Switched Ethernet (ASE) Service		
OPT-E-MAN Service		OPT-E-WAN Service		
GigaMAN Service		DecaMAN Service		
EPLS WAN Service				
Objective (s): The objective restoral time shall be:				
	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	≤ 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			

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	AT&T Switched Ethernet (ASE) Service			
OPT-E-MAN Service	OPT-E-WAN Service			
GigaMAN Service	DecaMAN Service			
EPLS WAN Service				
Objective (s): The objective restoral time shall be:				
	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B, S or P)
MAE Service, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	≤ 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			

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	AT&T Switched Ethernet (ASE) Service			
OPT-E-MAN Service	OPT-E-WAN Service			
GigaMAN Service	DecaMAN Service			
EPLS WAN Service				
Objectives:				
The objective restoral time shall be:				
	Basic (B)	Standard (S)	Premier (P)	Bidders Objective Commitment (B or P)
MAE Service, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	≤ 30 minutes	N/A	≤ 15 minutes	P
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			

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	AT&T Switched Ethernet (ASE) Service			
OPT-E-MAN Service	OPT-E-WAN Service			
GigaMAN Service	DecaMAN Service			
EPLS WAN 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, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	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			

3.5.8.6 Notification

SLA Name: Notification	
<p>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.</p>	
<p>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.</p>	
Service(s): All Services	
<p>Objective (s): Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify CALNET 3 CMO and designated stakeholders using a method defined in IFB 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.</p>	
Rights and Remedies	Per Occurrence: Senior Management Escalation
	Monthly Aggregated Measurements: N/A

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.				
<p>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 an 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.</p> <p>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.</p>				
Service(s):				
MAE Service	AT&T Switched Ethernet (ASE) Service			
OPT-E-MAN Service	OPT-E-WAN Service			
GigaMAN Service	DecaMAN Service			
EPLS WAN Service				
Objective (s):				
The Unavailable Time objective shall not exceed:				
Service	Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B or S)
MAE Service, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	≤ 75ms	≤ 50ms	≤ 25ms	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			

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	AT&T Switched Ethernet (ASE) Service				
OPT-E-MAN Service	OPT-E-WAN Service				
GigaMAN Service	DecaMAN Service				
EPLS WAN Service					
Objective (s): The Unavailable Time objective shall not exceed:					
	Service	Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B or S)
	MAE Service, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	≤ .7% packet loss	≤ .5% packet loss	≤ .2% packet loss	S
Rights and Remedies	<p>Per Occurrence: 15 percent of the TMRC for the reported service.</p> <p>Next consecutive month to fail to meet the committed SLA objectives shall result in a 25 percent rebate of TMRC.</p> <p>Each additional consecutive month to fail to meet the committed SLA objective shall result in a 35 percent rebate of TMRC.</p>				
	Monthly Aggregated Measurements: N/A				

3.5.8.9 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 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).</p> <p>Provisioning SLAs have two (2) objectives:</p> <p>Objective 1: Individual Service Request; and</p> <p>Objective 2: Successful Install Monthly Percentage by Service Type.</p> <p>Note: Provisioning timelines include extended demarcation wiring, when appropriate.</p>		
<p>Measurement Process:</p> <p>Objective 1: Individual Service Request: Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor. This objective requires the Contractor to meet the due date for each individual Service Request.</p> <p>Objective 2: Successful Install Monthly Percentage per service Type: The Contractor shall sum all individual Service Requests per service, as listed below, meeting the objective in the measurement period (per month) and divide by the sum of all individual Service Requests due per service in the measurement period and multiply by 100 to equal the percentage of Service Requests installed on time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.</p>		
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
AT&T Switched Ethernet (ASE) Service	30	Coordinated/Managed Project
OPT-E-WAN Service	30	Coordinated/Managed Project
DecaMAN Service	30	Coordinated/Managed Project
OPT-E-MAN Service	30	Coordinated/Managed Project
GigaMAN 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, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	N/A	≥ 90%	≥ 95%	S

Rights and Remedies	<p>Per Occurrence: Objective 1: Individual Service Requests: 50 percent of installation fee credited to Customer for any missed committed objective.</p>
	<p>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.</p>

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	AT&T Switched Ethernet (ASE) Service			
OPT-E-MAN Service	OPT-E-WAN Service			
GigaMAN Service	DecaMAN Service			
EPLS WAN Service				
Objective (s): The Unavailable Time objective shall not exceed:				
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or S)
MAE Service, ASE, OPT-E-MAN, OPT-E-WAN, GigaMAN, DecaMAN, and EPLS WAN	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			

3.5.8.11 Managed Service Proactive Notification (M-S)

SLA Name: Managed Service Proactive Notification	
<p>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.</p> <p>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.</p>	
<p>Measurement Process: The Outage Duration start shall be determined by the first Contractor network alarm resulting from the outage-causing event or the opening of a trouble ticket by the Customer, whichever occurs first. The Contractor has fifteen (15) minutes (Notification Period) to notify the Customer from the start point of the first network alarm. The Contractor is in compliance with the proactive outage notification SLA if the Customer opened the trouble ticket prior to the network alarm or Customer is notified by the Contractor within the Notification Period.</p>	
Service(s):	
MAE Services, with Managed Router	AT&T Managed Router Solution (MRS)
Objective (s): 15 minutes	
Rights and Remedies	<p>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</p>
	<p>Monthly Aggregated Measurements: N/A</p>

3.5.8.12 Unsolicited Service Enhancement SLA

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.

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.

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.