

## **6.1.11 SERVICE LEVEL AGREEMENTS (SLA) (M)**



### **6.1.11 Service Level Agreements - Section Summary**

We appreciate the State's desire to include Service Level Agreements (SLAs) for CALNET II. In CALNET, AT&T provided the State with leading edge Service Level Agreements. In fact, as a part of CALNET, AT&T with DTS/STND negotiated new and even more stringent SLAs for data services. We believe that many of the SLAs outlined in CALNET II are reasonable, but believe that many of the incremental changes in billing, tools, reports, and capabilities requirements are in direct opposition to one of the State's stated primary goals—obtaining quality service at a lower cost. The California Major Accounts Center (CMAC) already manages and tracks the SLA process. The CMAC will continue to be the single point of contact for provisioning, maintenance, restoration, and resolution of service issues with AT&T, as well as our affiliates, subsidiaries, subcontractors, or resellers for CALNET II services. The same procedures will continue in the CMAC for CALNET II. Within the CMAC, AT&T has a dedicated SLA manager in place today who calculates Service Level Agreement rebates and provides required reports and information. Our dedicated SLA manager will continue to conduct regular meetings with DTS/STND, or at DTS' request, review results and address any questions or issues.

To administer the CALNET II Service Level Agreements as stated, a dedicated AT&T SLA manager will collect information on all reported trouble tickets and orders that come into the CMAC. The SLA manager will review all trouble tickets for possible rebate based upon the CALNET II Service Level Agreement guidelines established by DTS/STND and AT&T. After completing the SLA rebate review, the SLA manager will forward a list of all qualified rebates to the AT&T billing office. There, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill an SLA rebate code established by AT&T.

AT&T will use a variety of different notification processes, depending on the type and quantities of service. We will notify the general stakeholders that have been determined by DTS/STND according to existing notification processes. Please see the "CAT 2 & 3 Outage Notification" document in the Literature Volume, Tab 17, for a listing of personnel, telephone numbers and pager numbers.

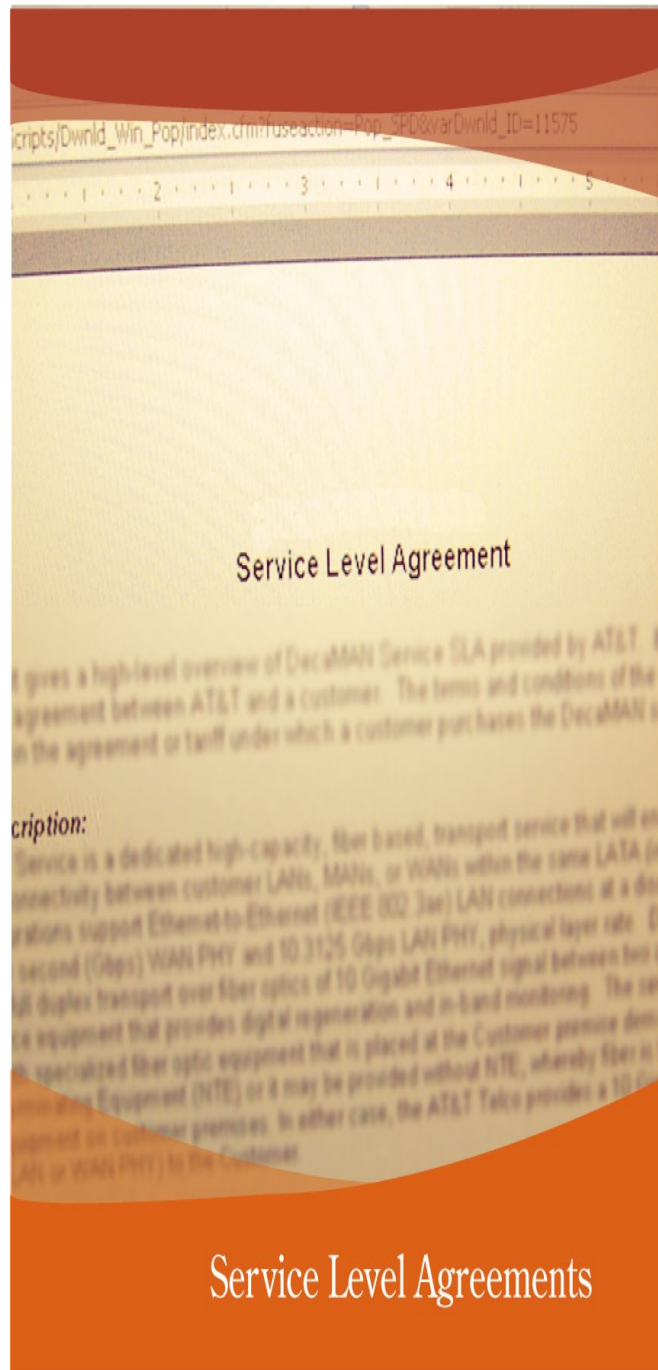
AT&T can meet the majority of the technical SLAs the State has outlined, however, we are unable to meet the SLAs as currently required for DSL.



AT&T manages BRI and DSL services based on appointment dispatches for maintenance of trouble reports. In the telecommunications industry, these products are generally treated as consumer products and are managed using the Operational Support Systems and processes that support consumer products. As a result, maintenance of trouble tickets is managed using a customer appointment process as opposed to MTTR. Unlike the Operations Support Systems (OSS) used for managing trouble reports on special service circuits (WFA/C), the OSS for voice services, BRI, and DSL does not have the ability to support stop clock functionality. Rather, the system (LMOS) tracks whether an appointment, once established, is met or missed. AT&T believes that it would be more appropriate for the State of California to establish SLAs for voice services, BRI, and DSL that are based on the industry standard approach to managing consumer products using missed/met appointments rather than MTTR.

AT&T understands the requirements supplied in this section and the importance of accurate and timely data from both DTS/STND and the end-user customer's perspective.

Please see each section for additional detail. Our experience with CALNET allows us to understand the importance of these reports relative to the State's ability to manage the contract. We will deliver reports to DTS based on our agreed upon timelines.





**6.1.11 SERVICE LEVEL AGREEMENTS (SLA) (M)**

**6.1.11.1 Service Level Agreement Overview (M)**

The intent of this section is to provide the Contract Customers, DTS/ONS and the Contractor with Requirements that define and assist in the management of the Service Level Agreements (SLAs). This section identifies and explains the required SLAs for voice and data services identified in this RFP Module. The SLAs shall be categorized as Network, or Administrative in nature. The intent of this section is to define performance objectives and measurement processes.

In the event a Bidder proposes a service that has been designated as Desirable, the Bidder must meet or exceed the associated SLAs described in this Section.

The Bidder must identify their associated SLAs for unsolicited services.

The SLAs in the network category shall each consist of six components: services, definition, measurement process, objective(s), immediate rights and remedies, and monthly rights and remedies. All applicable services are listed in each SLA. Specified SLAs provide the Customer with the option of tiered objectives SLAs.

**Network Service Level Agreement Format:**

Services	SLA Name		
[List of all applicable services]	<p><b>Definition</b> [Definition or description of the SLA]</p> <p><b>Measurement Process</b> [Instructions on how to measure network performance in order to determine compliance]</p> <p><b>Objective (s)</b> [Defines the performance goal/parameters for each SLA. The objective(s) may be different than the technical Requirements found in Sections 6.1.2 through 6.1.3 et. al. All Bidders are required to offer at a minimum Tier 1 SLAs. Bidders may agree to offer Tier 2 SLAs in the desirable tables located at the bottom of the technical Requirements for each service. Specific SLAs require the Contractor to provide tiered service level objectives. Tier 1 objectives will be offered for all services listed in the adjacent cell. Customers shall have the option to select Tier 1 or Tier 2 objectives for the services listed with an *.]</p> <table border="1" data-bbox="630 1566 1334 1661"> <tr> <td data-bbox="630 1566 992 1661">Tier 1 [More stringent service level]</td> <td data-bbox="992 1566 1334 1661">Tier 2 [Less stringent service level]</td> </tr> </table> <p><b>Immediate Rights and Remedies</b> (Allows immediate action by DTS/ONS and the Customer. Escalation, and/or rebates which are applied to their monthly invoices on a per occurrence basis e.g., TTR.)</p>	Tier 1 [More stringent service level]	Tier 2 [Less stringent service level]
Tier 1 [More stringent service level]	Tier 2 [Less stringent service level]		



	<p><b>Monthly Rights and Remedies</b> (Applicable to SLAs that require accumulation of statistics over a period of time or multiple trouble tickets e.g., availability. Note: the Off Ramp process is included in this component.)</p>
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The SLAs in the Administrative category shall each consist of the following components: tools, reports and applications, objective(s), measurement process, DTS/ONS rights and remedies, and Customer rights and remedies.

**Administrative Service Level Agreement Format:**

<b>Administrative Tools, Reports and Applications</b>	<b>SLA Name</b>
<p>[List of all applicable tools, reports and application]</p>	<p><b>Definition</b> [Define or describe the SLA]</p> <p><b>Measurement Process</b> [Instruct how to measure or derive the objectives]</p> <p><b>Objective (s)</b> [Define Contractor program performance objectives]</p> <p><b>DTS/ONS Rights and Remedies</b> [Identifies actions to be taken by DTS/ONS or rebates from Contractor when the objectives are not met]</p> <p><b>Customer Rights and Remedies</b> [Identifies actions to be taken by the Customers or rebates from Contractor when the objectives are not met]</p>



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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

AT&T understands the terminology and definitions supplied in this section.

We appreciate the State's desire to include Service Level Agreements (SLA) for CALNET II. In CALNET, AT&T provides the State with leading edge Service Level Agreements. In fact, as a part of CALNET, AT&T with DTS/STND negotiated new, even more stringent SLAs for data services. We believe that many of the SLAs outlined in CALNET II are reasonable, but believe that many of the incremental changes in billing, tools, reports, and capabilities requirements are in direct opposition to one of the State's stated primary goals—obtaining quality service at a lower cost.

One example of this is the two-tier service approach. AT&T believes that a two-tier approach will be more expensive to implement and manage for both the State and AT&T. The cost to order, provision, maintain, and report on multiple tiers will make the cost of the service more expensive to the end users. As an alternative, we plan to offer all services under a single tier that will meet the higher availability SLA. Our California Major Accounts Center (CMAC) currently manages and tracks the SLA process, and will continue these procedures for CALNET II. Within the CMAC, AT&T has a dedicated SLA manager in place today who calculates the SLA rebates and provides required reports and information. Our dedicated SLA manager will continue to conduct regular meetings with DTS/STND, or at DTS' request, review results and address any questions or issues.

AT&T complies and will follow DTS/STND objectives in defining mutually agreed-to performance goals and parameters for each SLA.



As with CALNET today, for CALNET II,

- AT&T complies and will offer immediate rights and remedies by allowing immediate action by DTS/STND and the customer via escalation.
- AT&T complies and will apply monthly rights and remedies through SLA rebates, including accumulation of statistics over a period of time (e.g., availability and the off ramp process).
- The network SLAs will each consist of six components:
  - Services
  - Definition
  - Measurement process
  - Objective(s)
  - Immediate rights and remedies
  - Monthly rights and remedies.

**Within the CMAC, AT&T has a dedicated SLA manager in place today who calculates the Service Level Agreement rebates and provides required reports and information.**



**6.1.11.1.1 Technical Requirements versus SLA (M)**

This section shall distinguish between technical Requirements and the SLA objectives. Sections 6.1.2 and 6.1.3 identify the technical Requirements for each service. These Requirements are the minimum parameters each Bidder must meet in order for their Bid to qualify for award. Upon award the committed technical Requirements will be maintained throughout the remainder of the Contract.

Committed SLA objectives are minimum Requirements, which the Contractor shall be held accountable for all rights and remedies accordingly.

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

This requirement is consistent with the current practices for CALNET, and AT&T will comply with this new CALNET II requirement as stated.

AT&T understands the different measurements of “Technical Requirements” and “SLAs”, as these are a part of our contractual requirements for CALNET. For CALNET II, AT&T will meet the mutually agreed-to minimum technical parameters and SLA objectives, and we will be held accountable for all rights and remedies accordingly, throughout the term of the contract.





**AT&T will team with DTS/STND to ensure that all established SLA parameters are met.**

**We understand and fully support the need for service guarantees.**



**6.1.11.1.2 Two methods of outage reporting: Customer or Contractor (M)**

There are two methods in which outages may be identified and outage durations derived: Customer reported or Contractor reported.

The first method results from a Customer reporting service trouble to the Contractor's Customer Service Center. Customer reported trouble tickets track service failures or quality of service issues.

In the second method of outage reporting, the Contractor shall open a ticket as a result of network alarms or identification of a service failure in the backbone (e.g., Cat 2 or 3). In each instance a trouble ticket shall be assigned and monitored until service is restored.

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

*Reference: document\_\_ Department of Motor Vehicles Escalation Matrix  
location\_\_ Literature Volume, Tab 16 \_\_\_\_\_ page \_\_\_\_\_  
paragraph \_\_\_\_\_*

*Description:*

This method of outage reporting (customer or contractor) is consistent with the current procedures in place with CALNET, and AT&T will comply with this new CALNET II requirement as stated.

AT&T has an 800 number (800-303-0103) in place that links directly to the single point of contact—the AT&T California Major Accounts Center (CMAC). Through the CMAC, CALNET II customers can report trouble and check status as shown in the table on the opposite page. CALNET II customers can also report trouble via the CARES (California Automated Reporting and Evaluation System).

AT&T will also proactively open a trouble ticket, assign and monitor the trouble ticket in the event that there is a network alarm or identified service failure in the backbone (Cat 2 or 3 outage).

Please see the “Department of Motor Vehicles Escalation Matrix” in the Literature Volume, Tab 16, as an example of tailored escalation procedures.



<b>CMAC SPOC Support for CALNET II Customers</b>	
✓	Check status of major outages
✓	Report trouble on their service
✓	Check status on their trouble ticket or order
✓	Speak to a testing technician or a provisioning technician
✓	Order new services
✓	Check on their billing
✓	Escalate to qualified supervising managers—24 hours a day, 7 days a week, 365 days a year.



## Trouble Reporting and Escalation Procedures

The California Major Accounts Center (CMAC) is the trouble-reporting center for the CALNET contract customers. The center is responsible for receiving customer reports and electronically relaying the reports to the groups responsible for resolution 24 hours a day, 365 days a year. The CMAC personnel can also escalate reports, as well as directly connect you to a supervisor.

**The number to use for reporting trouble to AT&T California is 800-303-0103.**

Due to the complexity of the services we provide and your equipment, it is essential that you isolate trouble before reporting to AT&T. A few extra minutes to properly identify, isolate, and report a trouble can save hours in resolution time. Reporting the wrong trouble or circuit number may cause extended delays in our ability to deploy the appropriate work crew to repair the problem.

<b>When you call in a report, please provide the following information to the CMAC personnel (800-303-0103):</b>
• Your name and call back telephone number
• Address location of the trouble
• Telephone number(s)/circuit number(s) in trouble
• Name of Provider of service (i.e., AT&T, MCI, and/or other LEC)
• Nature of the trouble condition
• What the circuit is used for
• Any access restrictions that may apply: a. Hours building/room open for access b. Building pass requirements c. On site contact person and telephone number
• Request service restoration date and time, and the reason you need restoration by that time. You have the right to request whatever restoration commitment time you deem necessary
• For urgent restorations ask for call back status
• Note the name of the person taking the report, time, and ticket number



Please be sure to write down the ticket number before hanging up for reference purposes, follow-up and/or escalation.

The type of line or circuit in trouble determines which specific work group within AT&T will be responsible for repair. If the performance of the AT&T work groups does not meet your expectations, please follow the process below for escalation purposes. This process assumes that normal reporting procedures have been followed and satisfactory progress is not being made.

Contact the CMAC (800-303-0103) and ask to be connected to the appropriate supervisor responsible for line or circuit in trouble.

<b>Supervisor name</b>	<b>Office number</b>	<b>Cell number</b>
Orlando Camacho	916-972-3575 (day)	916-505-1624
Eric Murray	916-972-5088 (evening)	916-213-1633

Inform the supervisor that you are escalating the trouble ticket and require a current status with ETR (estimated time of restoration). Please be sure to have the ticket number available for trouble being escalated, otherwise the escalation may be delayed. Remember that a trouble must be reported before escalation can begin.

If the new commitment is not acceptable, request to speak to the CMAC Manager, Sherry Beamer (916-977-4600 or PCS 916-505-3611).

Please make all trouble reports, follow-ups, and initial escalations via the CMAC. If you are still experiencing problems, contact Kevin McElroy at 916-557-4480 or 916-600-3547 (cell).



**6.1.11.2 Network Service Level Agreements (M)**

SLAs have been established for various aspects of the network Requirements of this RFP Section 6.1. The Network SLAs address the performance and delivery of services as described throughout this RFP Section 6.1.

**6.1.11.2.1 General Requirements (M)**

The following general Requirements are applicable to the Network SLAs:

- The total rights and remedies for failure to satisfy a single circuit or service SLA for any given month shall not exceed 100 percent of the Total Monthly Recurring Cost (TMRC) plus any applicable AMUCs
- If a circuit fails to meet one or more of the performance objectives, only the largest monthly Rights and Remedies for all performance objectives not met will be credited to the customer.
- To the extent that Contractor offers additional or more advantageous rights and/or remedies to Customers for similar services offered through tariffs, online service guides, or other programs, the State shall be entitled to exercise the rights and/or remedies therein
- For subcontracted local services from other ILECs or CLECs, the Contractor shall provide the State or Customer, at a minimum, the same service level agreements provided to Contractor by each subcontractor. Copies of all Service Level Agreements between subcontractors and the awarded Contractor shall be provided to DTS/ONS for all services
- When the Contractor provides Facilities based services directly to the Customer in other ILEC's or CLEC's territories, the rights and remedies for service outages for those services are as set forth in Sections 6.1.11.2.2 through 6.1.11.2.16
- The election by DTS/ONS of any remedy covered by this Contract shall not exclude or limit DTS/ONS's or any Customer's rights and remedies otherwise available within the Contract or at law or equity
- The Contractor shall act as the single point of contact coordinating all entities to meet the State's needs for provisioning, maintenance, restoration and resolution of service issues or that of their Affiliates, subsidiaries, subcontractors or resellers under this Contract
- Bidders may provide SLAs for proposed unsolicited services in the description field below

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*



This request is consistent with the current AT&T SLA procedures with CALNET and we will comply with this CALNET II requirement as described below.

The California Major Accounts Center (CMAC) will continue to be the single point of contact for provisioning, maintenance, restoration, and resolution of service issues for AT&T, as well as our affiliates, subsidiaries, subcontractors, or resellers under this contract. To administer the CALNET II Service Level Agreements as stated, a dedicated AT&T SLA Manager collects information on all reported trouble tickets and orders that have come into the CMAC. We review all trouble tickets and orders received in the CMAC via:

- Customers calling the 800-303-0103 number
- CARES
- CSA
- AT&T-reported outage trouble tickets

We look for possible rebates based upon the CALNET II Service Level Agreement guidelines set in place by DTS/STND and AT&T.

After completing the SLA rebate review, the SLA manager forwards a list of all qualified rebates to the AT&T billing office. At our billing office, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the reason for the rebate, using one of three specified SLA rebate codes established by AT&T:

- TTSLA MM/YY = Trouble Ticket Service Level Agreement Month and Year
- SOSLA MM/YY = Service Order Service Level Agreement Month and Year
- CFSLA MM/YY = Catastrophic Failure Service Level Agreement Month and Year

After the SLA manager completes the Service Level Agreement review, we will upload all rebate reports for the month to the private website for DTS/STND to view, download, and review. AT&T will keep all SLA reports available for six months.

We will comply with the Network SLA general requirements as follows:

(1) AT&T understands that the total rights and remedies for failure to satisfy a single circuit or service SLA for any given month shall not exceed 100 percent of the Total Monthly Recurring Cost (TMRC) plus any applicable AMUCs.

(2) AT&T understands that if a circuit fails to meet one or more of the performance objectives, only the largest monthly rights and remedies for all performance objectives not met will be credited to the customer.



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(3) A&T understands that to the extent that Contractor offers additional or more advantageous rights and/or remedies to Customers for similar services offered through tariffs, online service guides, or other programs, the State shall be entitled to exercise the rights and/or remedies therein. AT&T closely monitors the Service Levels provided to all our customers.

(4) AT&T understands that for subcontracted local services from other ILECs or CLECs, the Contractor shall provide the State or customer, at a minimum, the same Service Level Agreements provided to Contractor by each subcontractor. Copies of all Service Level Agreements between subcontractors and the awarded Contractor shall be provided to DTS/STND for all services. AT&T will upload all Service Level Agreement reports to the private website for DTS/STND to view, download, and review. Copies of all Service Level Agreements between subcontractors and AT&T shall be provided to DTS/STND if available and if requested.

(5) AT&T understands that when the Contractor provides facilities-based services directly to the customer in other ILEC or CLEC territories, the rights and remedies for service outages for those services are as set forth in Sections 6.1.11.2.2 through 6.1.11.2.16. Remedies under SLAs for a jointly provided service, partly by an AT&T owned and operated facility and partly by an ILEC or CLEC provided service, will be based on the portion of the service and the corresponding SLA that proved defective.

(6) AT&T understands that election by DTS/STND of any remedy covered by this Contract shall not exclude or limit DTS/STND's or any customer's rights and remedies otherwise available within the Contract or at law or equity.

(7) AT&T complies and will act as the single point of contact coordinating all entities to meet the State's needs for provisioning, maintenance, restoration, and resolution of service issues or that of their affiliates, subsidiaries, subcontractors, or resellers under this Contract.

AT&T has managers and highly trained testing and provisioning technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, 365 days a year.

AT&T provides SLAs for unsolicited services proposed. Except as specifically set forth below, network services or features offered as unsolicited will adhere to the same SLAs as the service category under which it is offered. CPE and CPE-related services are not included in the SLAs. Please see the heading "SLAs for Unsolicited Services" at the end of section 6.1.11.2.16.





**The California Major Accounts Center (CMAC) will continue to be the single point of contact for provisioning, maintenance, restoration, and resolution of service issues for AT&T, as well as our affiliates, subsidiaries, subcontractors, or resellers under this Contract.**



### **6.1.11.2.2 Trouble Ticket Stop Clock Conditions (M)**

Stop Clock criteria includes the following: (Note: in this section, the term “End-User” includes End-Users and Customers, whichever is applicable.)

1. Periods when a restoration or testing effort is delayed at the specific request of the End-User. The Stop Clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the End-User during the applicable Stop Clock period.
1. Time after a circuit has been restored, but End-User request ticket be kept open for observation. If the circuit 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 circuit has not been restored.
2. Time after a circuit has been restored, but End-User is not available to verify that the circuit is working. If the circuit 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 circuit has been restored and the time the End-User notifies the Contractor that the circuit has not been restored.
3. Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or Affiliates.
4. Trouble caused by a power problem outside of the responsibility of the Contractor.
5. Lack of building entrance Facilities or conduit structure that are the End-User's responsibility to provide.
6. The following contact/access problems, provided that Contractor makes reasonable efforts to contact End-User during the applicable stop clock period:
  - 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. Insufficient or 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.
  - d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.
  - e. If it is determined later that the cause of the problem was not at the site in question, then the Stop Clock shall not apply.
7. 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 reasonable request to End-User staff to correct the problem or delay.
8. End-User applications that interfere with repair of the trouble.
9. Repair/replacement of CPE not provided by Contractor if the problem has reasonably been isolated to the CPE.
10. 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 circuit has been restored as long as Contractor can provide Documentation substantiating message from Contractor's technician.
11. An outage directly related to any properly performed scheduled maintenance or upgrade. Any such stop clock condition shall not extend beyond the scheduled period



of the maintenance or upgrade. SLAs will 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 this paragraph 12 stop clock criteria.

- 12. Any problem or delay caused by a third party not under the control of Contractor, not reasonably preventable by Contractor, including, cable cuts not caused by the Contractor. Contractor's Affiliates, subsidiaries, or subcontractors shall be deemed to be under the control of Contractor with respect to the Equipment, services, or Facilities to be provided under this Contract.
- 13. Force Majeure events, as defined in the terms and conditions of the Contract (Appendix B, Section 21).

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

This request is consistent with the current Stop Clock procedures with CALNET and AT&T will comply with this CALNET II requirement as stated.

AT&T will continue to have in place highly qualified dedicated technicians who review and analyze trouble tickets for stop clock conditions using DTS/STND requirements as stated.

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



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## 6.1.11.2.3.a Service Availability (M)

Services	Service Availability Percentage																		
<p>Analog*</p> <p>Asynchronous Transfer Mode (ATM)*</p> <p>Carrier*</p> <p>Frame Relay*</p> <p>ISDN Primary Rate Interface (PRI)*</p> <p>Gigabit Ethernet Metropolitan Area Network (MAN)*</p> <p>SONET*</p> <p>Switched 56*</p> <p>“*” = Tier 1 is mandatory-optional; Tier 2 is desirable</p>	<p><b>Definition</b></p> <p>Scheduled uptime is based on 60 minutes x 24 hours x calendar days in the month.</p> <p><b>Measurement Process</b></p> <p>All outage durations applied to other SLAs, which result in a remedy, will be excluded from the monthly accumulative total.</p> <p>Monthly Network Availability (%) = 1 – [(total minutes of connection outage per month)/(days in month x 24hours x 60mins)] x 100.</p> <p><b>Objectives</b></p> <table border="1" data-bbox="656 919 1354 1461"> <thead> <tr> <th data-bbox="656 919 1013 976">Tier 1</th> <th data-bbox="1013 919 1354 976">Tier 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="656 976 1013 1020">Analog&gt;99.2 percent</td> <td data-bbox="1013 976 1354 1020">Analog&gt;98.7 percent</td> </tr> <tr> <td data-bbox="656 1020 1013 1064">DS0&gt;99.2 percent</td> <td data-bbox="1013 1020 1354 1064">DS0&gt;98.7 percent</td> </tr> <tr> <td data-bbox="656 1064 1013 1108">DS1&gt;99.5 percent</td> <td data-bbox="1013 1064 1354 1108">DS1&gt;99.0 percent</td> </tr> <tr> <td data-bbox="656 1108 1013 1152">DS3&gt;99.8 percent</td> <td data-bbox="1013 1108 1354 1152">DS3&gt;99.3 percent</td> </tr> <tr> <td data-bbox="656 1152 1013 1197">OCX&gt;99.8 percent</td> <td data-bbox="1013 1152 1354 1197">OCX&gt;99.3 percent</td> </tr> <tr> <td data-bbox="656 1197 1013 1241">DSL&gt;99.2 percent</td> <td data-bbox="1013 1197 1354 1241">DSL&gt;98.7 percent</td> </tr> <tr> <td data-bbox="656 1241 1013 1327">Gig Ethernet/MAN&gt;99.7 percent</td> <td data-bbox="1013 1241 1354 1327">Gig Ethernet/MAN&gt;99.2 percent</td> </tr> <tr> <td data-bbox="656 1327 1013 1371">PRI ISDN &gt; 99.5 percent</td> <td data-bbox="1013 1327 1354 1371">PRI ISDN &gt; 99.0 percent</td> </tr> </tbody> </table> <p><b>Immediate Rights and Remedies</b></p> <p>End-User Escalation Process</p> <p>DTS/ONS Escalation Process</p>	Tier 1	Tier 2	Analog>99.2 percent	Analog>98.7 percent	DS0>99.2 percent	DS0>98.7 percent	DS1>99.5 percent	DS1>99.0 percent	DS3>99.8 percent	DS3>99.3 percent	OCX>99.8 percent	OCX>99.3 percent	DSL>99.2 percent	DSL>98.7 percent	Gig Ethernet/MAN>99.7 percent	Gig Ethernet/MAN>99.2 percent	PRI ISDN > 99.5 percent	PRI ISDN > 99.0 percent
Tier 1	Tier 2																		
Analog>99.2 percent	Analog>98.7 percent																		
DS0>99.2 percent	DS0>98.7 percent																		
DS1>99.5 percent	DS1>99.0 percent																		
DS3>99.8 percent	DS3>99.3 percent																		
OCX>99.8 percent	OCX>99.3 percent																		
DSL>99.2 percent	DSL>98.7 percent																		
Gig Ethernet/MAN>99.7 percent	Gig Ethernet/MAN>99.2 percent																		
PRI ISDN > 99.5 percent	PRI ISDN > 99.0 percent																		



Services	Service Availability Percentage
	<p><b>Monthly Rights and Remedies</b></p> <p>First month to fail to meet the SLA objective shall result in a 15% rebate of the TMRC.</p> <p>Next consecutive month to fail to meet the SLA objective shall result in a 25% rebate of TMRC.</p> <p>Each additional consecutive month to fail to meet the SLA objective shall result in a 50 percent rebate of the TMRC.</p>

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

Reference: document \_\_\_\_\_

location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

Description:

This SLA is consistent with the current SLA procedures with CALNET and we will comply with this new CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

AT&T agrees and will comply with the availability objective. To administer the CALNET II availability objective, a dedicated AT&T SLA manager will collect all reported trouble tickets and orders that have come into the single point of contact center, the California Major Accounts Center (CMAC).

CALNET II customers can report trouble to the CMAC either by calling 800-303-0103 or using CARES. We will review each ticket for possible rebate based upon the CALNET II Service Level Agreement guidelines set in place by DTS/STND and AT&T.

After completing the SLA rebate review, the SLA manager forwards a list of all qualified rebates to the AT&T billing office. At our billing office, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the reason for the rebate, using the following SLA rebate code:



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TTSLA MM/YY = Trouble Ticket Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



### Service Availability

- AT&T agrees that the monthly availability percentage shall be based on the accumulative total of all outage durations for each circuit number/phone number/service ID, per calendar month.

All outage durations applied to other SLAs which result in a remedy will be excluded from the monthly accumulative total.

- AT&T agrees and will comply with the Immediate Rights and Remedies of End-User and/or DTS/STND Escalation Process.

- AT&T agrees on the Monthly Rights and Remedies for 15% rebate of TMRC if AT&T fails to meet the SLA objective and 25% if AT&T fails to meet the next consecutive month SLA objective and 50% rebate of TMRC each additional consecutive month that AT&T fails to meet the SLA objective.



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## 6.1.11.2.3.b Service Availability (M)

Services	Service Availability
Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)*  Agency Hosted Digital Subscriber Line (DSL)*  DSL Virtual Private Network (VPN)*	<p><b>Definition</b></p> <p>Service Availability will be determined on a percentage basis of met appointments versus missed appointments.</p> <p><b>Measurement Process</b></p> <p>Monthly Average Percentage by Service Type:</p> <p>The sum of all individual service appointments met in the measurement period divided by the sum of all individual appointments made in that measurement period equals the monthly average.</p> <p><b>Objectives</b></p> <p>Monthly Average Percent by Service Type :</p> <p>Greater than 90 percent</p> <p><b>Immediate Rights and Remedies</b></p> <p>DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>First month to fail to meet the SLA objective shall result in a 15% rebate of the TMRC and 3 days of the AMUC (if applicable) for all missed appointments.</p> <p>Next consecutive month to fail to meet the SLA objective shall result in a 25% rebate of TMRC and 5 days of the AMUC (if applicable) for all missed appointments..</p> <p>Each additional consecutive month to fail to meet the SLA objective shall result in a 50 percent rebate of the TMRC and 10 days of the AMUC (if applicable) for all missed appointments.</p>

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

Reference: document \_\_\_\_\_

location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

Description:







This SLA is consistent with the current SLA procedures with CALNET and we will comply with this new CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

AT&T agrees and will comply with the availability objective. To administer the CALNET II availability objective, a dedicated AT&T SLA manager will collect all reported trouble tickets and orders that have come into the single point of contact center, the California Major Accounts Center (CMAC).

CALNET II customers can report trouble to the CMAC either by calling 800-303-0103 or using CARES. We will review each ticket for possible rebate based upon the CALNET II Service Level Agreement guidelines set in place by DTS/STND and AT&T.



**6.1.11.2.4 Catastrophic Outage 1 (M)**

Services	Catastrophic Outage 1				
<p>Analog*</p> <p>Asynchronous Transfer Mode (ATM)*</p> <p>Business Access Lines</p> <p>Carrier*</p> <p>Central Office Exchange Basic Services</p> <p>Central Office Trunk Service</p> <p>Frame Relay*</p> <p>Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)*</p> <p>ISDN Primary Rate Interface (PRI)*</p> <p>Gigabit Ethernet Metropolitan Area Network (MAN)</p> <p>SONET</p> <p>Switched 56*</p> <p>Voice Mail</p> <p>“*” = Tier 1 is mandatory; Tier 2 is desirable</p>	<p><b>Definition</b></p> <p>The total loss of either the service or circuits, 25 or greater at the same address location, or any single OCx.</p> <p><b>Measurement Process</b></p> <p>The outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by a Customer, whichever occurs first. The Contractor shall open a trouble ticket and compile a list for each circuit or service affected by the common cause. Each circuit or service is out of service from the first notification until the Contractor determines the circuit or service is restored. Any circuits or service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>(7X24)</p> <p><b>Objectives</b></p> <table border="1" data-bbox="683 1318 1393 1461"> <thead> <tr> <th data-bbox="683 1318 1045 1373">Tier 1</th> <th data-bbox="1045 1318 1393 1373">Tier 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="683 1373 1045 1461">Less than 2 hours</td> <td data-bbox="1045 1373 1393 1461">Less than 4 hours</td> </tr> </tbody> </table> <p><b>Immediate Rights and Remedies</b></p> <p>100 percent of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 1 fault</p> <p>End-User Escalation Process</p> <p>DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>N/A</p>	Tier 1	Tier 2	Less than 2 hours	Less than 4 hours
Tier 1	Tier 2				
Less than 2 hours	Less than 4 hours				



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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

The objective for Catastrophic Outage 1 is consistent with the current SLA procedures with CALNET and we will comply with this CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

<b>Catastrophic Outage 1</b>
<ul style="list-style-type: none"> <li>• AT&amp;T agrees that the outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by a customer, whichever occurs first.</li> </ul>
<ul style="list-style-type: none"> <li>• AT&amp;T shall open a trouble ticket and compile a list for each circuit or service affected by the common cause.</li> </ul>
<ul style="list-style-type: none"> <li>• Each circuit or service is out of service from the first notification until AT&amp;T determines the circuit or service is restored.</li> </ul>



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In order to administer the CALNET II Catastrophic Outage 1 objective, a dedicated team of AT&T managers will collect all Category 1 outage tickets and circuits affected by the common cause and forward all circuits to the AT&T billing office. At our billing office, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the specified SLA rebate code established by AT&T.

The rebate code for Catastrophic Failure is:

CFSLA MM/YY = Catastrophic Failure Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

AT&T agrees that the Rights and Remedies shall be 100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Category 1 fault, as well as end-user and DTS/STND escalation processes.

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



**AT&T will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.**



**6.1.11.2.5 Catastrophic Outage 2 (M)**

Services	Catastrophic Outage 2				
<p>Analog*</p> <p>Asynchronous Transfer Mode (ATM)*</p> <p>Business Access Lines</p> <p>Carrier*</p> <p>Central Office Exchange Basic Services</p> <p>Central Office Trunk Service</p> <p>Frame Relay*</p> <p>Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)*</p> <p>ISDN Primary Rate Interface (PRI)*</p> <p>Intra-LATA Calling</p> <p>Gigabit Ethernet Metropolitan Area Network (MAN)</p> <p>Audio Conferencing</p> <p>SONET</p> <p>Switched 56*</p> <p>“*” = Tier 1 is mandatory; Tier 2 is desirable</p>	<p><b>Definition</b></p> <p>A total failure of a service type in a central office.</p> <p>Or, a backbone failure or failure of any part of the Equipment associated with the backbone that causes a service failure.</p> <p><b>Measurement Process</b></p> <p>The outage duration start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by the Customer, whichever occurs first. Outage duration shall be measured on a per circuit or per-port basis from information recorded from the network Equipment or trouble ticket</p> <p>The Contractor shall open a trouble ticket and compile a list for each circuit or service affected by the common cause. Each circuit or service is out of service from the first notification until the Contractor determines the circuit or service is restored. Any circuits or service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>(7X24)</p> <p><b>Objectives</b></p> <table border="1" data-bbox="683 1268 1393 1409"> <thead> <tr> <th data-bbox="683 1268 1045 1325">Tier 1</th> <th data-bbox="1045 1268 1393 1325">Tier 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="683 1325 1045 1409">Less than 30 minutes</td> <td data-bbox="1045 1325 1393 1409">Less than 1 hour</td> </tr> </tbody> </table> <p><b>Immediate Rights and Remedies</b></p> <p>100 percent of the TMRC and 2 days of the AMUC for each phone number/service not meeting the per occurrence objective for a single Cat 2 fault</p> <p>End-User Escalation Process</p> <p>DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>N/A</p>	Tier 1	Tier 2	Less than 30 minutes	Less than 1 hour
Tier 1	Tier 2				
Less than 30 minutes	Less than 1 hour				



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

Reference: document \_\_\_\_\_

location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

Description:

The objective for Catastrophic Outage 2 is consistent with the current SLA procedures for CALNET. We will comply with this CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

Catastrophic Outage 2
<ul style="list-style-type: none"> <li>AT&amp;T agrees that the outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by a customer, whichever occurs first.</li> </ul>
<ul style="list-style-type: none"> <li>AT&amp;T shall open a trouble ticket and compile a list for each circuit or service affected by the common cause.</li> </ul>
<ul style="list-style-type: none"> <li>Outage duration shall be measured on a per circuit or per port basis from the information recorded from the network equipment or trouble ticket.</li> </ul>
<ul style="list-style-type: none"> <li>Each circuit or service is out of service from the first notification until AT&amp;T determines the circuit or service is restored.</li> </ul>

In order to administer the CALNET II Catastrophic Outage 2 objective, a dedicated team of AT&T managers will collect all Category 2 outage tickets and circuits affected by the common cause and forward all circuits to the AT&T billing office. At our billing office, a dedicated billing representative will credit the customer’s billing statement and indicate on the customer’s bill the specified SLA rebate code established by AT&T.

The rebate code for Catastrophic Failure is:

CFSLA MM/YY = Catastrophic Failure Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer’s Total Monthly Recurring Costs (TMRC).

Today, AT&T employs managers and highly trained testing technicians who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.





**6.1.11.2.6 Catastrophic Outage 3 (M)**

Services	Catastrophic Outage 3				
<p>Analog*</p> <p>Asynchronous Transfer Mode (ATM)*</p> <p>Business Access Lines</p> <p>Carrier *</p> <p>Central Office Exchange Basic Services</p> <p>Central Office Trunk Service</p> <p>Frame Relay*</p> <p>Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)*</p> <p>ISDN Primary Rate Interface (PRI)*</p> <p>Intra-LATA Calling</p> <p>Gigabit Ethernet Metropolitan Area Network (MAN)</p> <p>Audio Conferencing</p> <p>SONET</p> <p>Switched 56*</p> <p>Voice Mail</p> <p>“*” = Tier 1 is mandatory; Tier 2 is desirable</p>	<p><b>Definition</b></p> <p>The total loss of more than one service type in central office, or the loss of any service type on a system wide basis.</p> <p><b>Measurement Process</b></p> <p>The outage duration start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by the Customer, whichever occurs first. Outage duration shall be measured on a per circuit or per-port basis from information recorded from the network switches or trouble ticket.</p> <p>The Contractor shall open a trouble ticket and compile a list for each circuit or service affected by the common cause. Each circuit or service is out of service from the first notification until the Contractor determines the circuit or service is restored. Any circuits or service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>(7X24)</p> <p><b>Objectives</b></p> <table border="1" data-bbox="683 1314 1393 1457"> <thead> <tr> <th data-bbox="683 1314 1045 1371">Tier 1</th> <th data-bbox="1045 1314 1393 1371">Tier 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="683 1371 1045 1457">Less than 15 minutes</td> <td data-bbox="1045 1371 1393 1457">Less than 30 minutes</td> </tr> </tbody> </table> <p><b>Immediate Rights and Remedies</b></p> <p>Senior Management Escalation Process</p> <p>100 percent of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 3 fault</p> <p><b>Monthly Rights and Remedies</b></p> <p>N/A</p>	Tier 1	Tier 2	Less than 15 minutes	Less than 30 minutes
Tier 1	Tier 2				
Less than 15 minutes	Less than 30 minutes				





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

Reference: document \_\_\_\_\_

location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

Description:

The objective for Catastrophic Outage 3 is consistent with the current SLA procedures for CALNET. We will comply with this CALNET requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

<b>Catastrophic Outage 3</b>
<ul style="list-style-type: none"> <li>• AT&amp;T agrees that the outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket by a customer, whichever occurs first.</li> </ul>
<ul style="list-style-type: none"> <li>• AT&amp;T shall open a trouble ticket and compile a list for each circuit or service affected by the common cause.</li> </ul>
<ul style="list-style-type: none"> <li>• Outage duration shall be measured on a per circuit or per port basis from the information recorded from the network equipment or trouble ticket.</li> </ul>
<ul style="list-style-type: none"> <li>• Each circuit or service is out of service from the first notification until AT&amp;T determines the circuit or service is restored.</li> </ul>



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In order to administer the CALNET II Catastrophic Outage 3 objective, a dedicated team of AT&T managers will collect all Category 3 outage tickets and circuits affected by the common cause and forward all circuits to the AT&T billing office. At our billing office, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the specified SLA rebate code established by AT&T.

The rebate code for Catastrophic Failure is:

CFSLA MM/YY = Catastrophic Failure Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

AT&T agrees that the Rights and Remedies shall be 100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Category 3 fault, as well as end-user and DTS/STND escalation processes.

AT&T currently employs managers and highly trained testing technicians who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



**To support the CALNET II objective for Catastrophic Outage 3, a team of dedicated AT&T managers will collect all Category 3 outage tickets and circuits affected by the common cause and forward the information to the AT&T billing office for credit.**



**6.1.11.2.7 Transmission Delay (M)**

Services	Transmission Delay								
<p>Asynchronous Transfer Mode (ATM)*</p> <p>Frame Relay*</p> <p>Gigabit Ethernet Metropolitan Area Network (MAN)</p> <p>SONET</p> <p>“*” = Tier 1 is mandatory; Tier 2 is desirable</p>	<p><b>Definition</b></p> <p>Average round trip transfer delay measured from MPOE to MPOE.</p> <p><b>Measurement Process</b></p> <p>End-User/Customer is responsible for opening a trouble ticket with the Contractor Customer Service Center (helpdesk) when the frame/packet/cell transfer delay is below the committed level. DTS/ONS shall determine the sample interval, provided that a minimum of 100 pings or more shall constitute test. The process requires timely verification, consistent with industry Standards (e.g., a protocol analyzer), by the Contractor. Trouble shall be tracked as a Quality of Service (QoS) problem using a special disposition code on the trouble ticket. QoS tickets shall not count in availability or Time to Repair measurements unless and until the End-User reports circuit as unusable for its intended uses.</p> <p>(7x24)</p> <p><b>Objectives</b></p> <table border="1" data-bbox="683 1314 1393 1827"> <thead> <tr> <th data-bbox="683 1314 1045 1371">Tier 1</th> <th data-bbox="1045 1314 1393 1371">Tier 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="683 1371 1045 1528"> <p><i>DS0 to DS1</i></p> <p>64 byte ping: &lt;120ms</p> <p>1000 byte ping: &lt;400ms</p> </td> <td data-bbox="1045 1371 1393 1528"> <p><i>DS0 to DS1</i></p> <p>64 byte ping: &lt;150ms</p> <p>1000 byte ping: &lt;430ms</p> </td> </tr> <tr> <td data-bbox="683 1528 1045 1791"> <p><i>DS1</i></p> <p>64 byte ping: &lt;60ms</p> <p>1000 byte ping: &lt;120ms</p> </td> <td data-bbox="1045 1528 1393 1791"> <p><i>DS1</i></p> <p>64 byte ping: &lt;90ms</p> <p>1000 byte ping: &lt;150ms</p> </td> </tr> <tr> <td data-bbox="683 1791 1045 1827"> <p><i>DS3</i></p> </td> <td data-bbox="1045 1791 1393 1827"> <p><i>DS3</i></p> </td> </tr> </tbody> </table>	Tier 1	Tier 2	<p><i>DS0 to DS1</i></p> <p>64 byte ping: &lt;120ms</p> <p>1000 byte ping: &lt;400ms</p>	<p><i>DS0 to DS1</i></p> <p>64 byte ping: &lt;150ms</p> <p>1000 byte ping: &lt;430ms</p>	<p><i>DS1</i></p> <p>64 byte ping: &lt;60ms</p> <p>1000 byte ping: &lt;120ms</p>	<p><i>DS1</i></p> <p>64 byte ping: &lt;90ms</p> <p>1000 byte ping: &lt;150ms</p>	<p><i>DS3</i></p>	<p><i>DS3</i></p>
Tier 1	Tier 2								
<p><i>DS0 to DS1</i></p> <p>64 byte ping: &lt;120ms</p> <p>1000 byte ping: &lt;400ms</p>	<p><i>DS0 to DS1</i></p> <p>64 byte ping: &lt;150ms</p> <p>1000 byte ping: &lt;430ms</p>								
<p><i>DS1</i></p> <p>64 byte ping: &lt;60ms</p> <p>1000 byte ping: &lt;120ms</p>	<p><i>DS1</i></p> <p>64 byte ping: &lt;90ms</p> <p>1000 byte ping: &lt;150ms</p>								
<p><i>DS3</i></p>	<p><i>DS3</i></p>								



Services	Transmission Delay	
	<p>64 byte ping: &lt;65 ms  1000 byte ping: &lt;110 ms</p> <p><i>OC3</i></p> <p>64 byte ping: &lt;65 ms  1000 byte ping: &lt;100 ms</p> <p><i>OC12</i></p> <p>64 byte ping: &lt;55 ms  1000 byte ping: &lt;100 ms</p> <p><i>OC48</i></p> <p>64 byte ping: &lt;55 ms  1000 byte ping: &lt;100 ms</p> <p>Gig Ethernet</p> <p>64 byte ping: &lt;60 ms  1000 byte ping: &lt;100ms</p>	<p>64 byte ping: &lt;80 ms  1000 byte ping: &lt;140 ms</p> <p><i>OC3</i></p> <p>64 byte ping: &lt;70 ms  1000 byte ping: &lt;125 ms</p> <p><i>OC12</i></p> <p>64 byte ping: &lt;65 ms  1000 byte ping: &lt;100 ms</p> <p><i>OC48</i></p> <p>64 byte ping: &lt;65 ms  1000 byte ping: &lt;100 ms</p> <p>Gig Ethernet</p> <p>64 byte ping: &lt;65 ms  1000 byte ping: &lt;100ms</p>
	<p><b>Immediate Rights and Remedies</b></p> <p>15 percent of TMRC per occurrence for the reported circuit.</p> <p>Next consecutive month to fail to meet the SLA objectives shall result in a 25 percent rebate of TMRC.</p> <p>Each additional consecutive month to fail to meet the SLA objective shall result in a 50 percent rebate of the TMRC.</p> <p>End-User Escalation Process</p> <p>DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>N/A</p>	



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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

AT&T agrees and will comply with the CALNET II Transmission Delay procedures as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

- AT&T agrees that the end-user/customer is responsible for opening a trouble ticket with the AT&T Customer Service Center (helpdesk) when the frame/packet/cell transfer delay is below the committed level. CALNET II customers can reach their AT&T single point of contact by using the existing 800 number dedicated to CALNET users.
- AT&T agrees that DTS/STND shall determine the sample interval, provided that a minimum of 100 pings or more shall constitute a test.
- AT&T agrees that the process requires timely verification, consistent with industry standards (e.g., a protocol analyzer).
- AT&T agrees that the trouble shall be tracked as a Quality of Service (QoS) problem using a special disposition code on the trouble ticket.
- AT&T agrees that Quality of Service (QoS) tickets shall not count in availability or Time to Repair measurements unless and until the end-user reports a circuit as unusable for its intended purpose.



AT&T agrees that the Immediate Rights and Remedies shall include the following:

<b>Immediate Rights and Remedies – Transmission Delay</b>
<ul style="list-style-type: none"> <li>• 15% of TMRC per occurrence for the reported circuit</li> </ul>
<ul style="list-style-type: none"> <li>• The next consecutive month AT&amp;T fails to meet the SLA objective shall result in a 25% rebate of TMRC</li> </ul>
<ul style="list-style-type: none"> <li>• Each additional consecutive month AT&amp;T fails to meet the SLA objective will result in a 50% rebate of the TMRC.</li> </ul>
<ul style="list-style-type: none"> <li>• Include end-user and/or DTS/STND escalation.</li> </ul>

To administer the CALNET II Service Level Agreements as stated, a dedicated AT&T SLA manager will collect information on all reported trouble tickets and orders that come into the CMAC. The SLA manager will review all trouble tickets for possible rebate based upon the CALNET II Service Level Agreement guidelines established by DTS/STND and AT&T. After completing the SLA rebate review, the SLA manager will forward a list of all qualified rebates to the AT&T billing office. There, a dedicated billing representative will credit the customer’s billing statement and indicate on the customer’s bill an SLA rebate code established by AT&T.

The rebate code for Trouble Ticket Service Level Agreement is:

TTSLA MM/YY = Trouble Ticket Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer’s Total Monthly Recurring Costs (TMRC).

After completing the Service Level Agreement review, the SLA manager will upload all rebate reports for the month to the private website for DTS/STND to view, download, and review. AT&T will keep all SLA reports available for six months.

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II customers 24 hours a day, 7 days a week, and 365 days a year.



**6.1.11.2.8 Enhanced Service Outage (M)**

Services	Enhanced Service Outage
<p>Locally Based ACD Interactive Voice Response (IVR) Specialized Call Routing Computer Telephone Integration (CTI)</p>	<p><b>Definition</b> The total loss of an Enhanced Service at a single End-User location</p> <p><b>Measurement Process</b> The outage start shall be determined by the application alarm resulting from the outage-causing event or the opening of a trouble ticket by a Customer, whichever occurs first. The Contractor shall open a trouble ticket and compile a list for each Enhanced Service affected by the common cause. Each Enhanced Service shall be considered unavailable from the first notification until the Contractor determines the Enhanced Service is restored. Any Enhanced Service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>Monday through Friday 7:00 am to 6:00 pm PST</p> <p><b>Objectives</b> Less than 4 hours</p> <p><b>Immediate Rights and Remedies</b> 15 percent of the TMRC and 3 days of any applicable average monthly usage costs (AMUC), as defined in the glossary, for each service not meeting the per occurrence objective for a single Enhanced Service Outage End-User Escalation Process DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b> N/A</p>





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

Reference: document \_\_\_\_\_

location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

Description:

AT&T agrees and will comply with the Enhanced Service Outage procedures as stated. We have the resources and infrastructure in place today to meet the CALNET II Enhanced Service outage requirements as stated.

Enhanced Service Outage
<ul style="list-style-type: none"> <li>AT&amp;T agrees that the outage start shall be determined by the application alarm resulting from the outage-causing event or the opening of a trouble ticket by a customer, whichever occurs first.</li> </ul>
<ul style="list-style-type: none"> <li>AT&amp;T shall open a trouble ticket and compile a list for each Enhanced Service affected by the common cause.</li> </ul>
<ul style="list-style-type: none"> <li>Each Enhanced Service shall be considered unavailable from the first notification until the Contractor determines the Enhanced Service is restored.</li> </ul>
<ul style="list-style-type: none"> <li>Any Enhanced Service reported by an end user/customer as not having been restored shall have the outage time adjusted to the actual restoration time, Monday through Friday 7:00 a.m. to 6:00 p.m. PST.</li> </ul>



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To administer the CALNET II Service Level Agreements as stated, a dedicated AT&T SLA manager will collect information on all reported trouble tickets that come into the California Major Accounts Center (CMAC).

Customers can report trouble to the CMAC either by calling the 800-303-0103 number or using CARES. We will review each ticket for possible rebates based on the CALNET II Service Level Agreement guidelines set by DTS/STND and AT&T. After completing the rebate review, the SLA manager forwards a list of all qualified rebates to the AT&T billing office. There, a dedicated billing representative credits the customer's billing statement and indicate on the customer's bill the SLA rebate code established by AT&T, as follows:

TTSLA MM/YY = Trouble Ticket Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

After completing the Service Level Agreement review, the SLA manager will upload all rebate reports for the month to the private website for DTS/STND to view, download, and review. AT&T will keep all SLA reports available for six months.

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II customers 24 hours a day, 7 days a week, and 365 days a year. AT&T will team with DTS/STND to ensure that our CALNET II contract customers are completely satisfied with their AT&T services.



**CALNET II customers can report trouble to the CMAC either by calling 800-303-0103, or by using the California Automated Reporting and Evaluation System (CARES).**



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### 6.1.11.2.9 Excessive Outage (M)

Services	Excessive Outage				
Analog* Asynchronous Transfer Mode (ATM)* Business Access Line Carrier* Central Office Exchange Basic Services Central Office Trunk Service  Frame Relay* ISDN Primary Rate Interface (PRI)* Intra-LATA Calling Gigabit Ethernet Metropolitan Area Network (MAN)* SONET* Audio Conferencing Switched 56* Voice Mail Locally Based ACD Interactive Voice Response (IVR) Specialized Call Routing Computer Telephone Integration  “*” = Tier 1 is mandatory; Tier 2 is desirable	<p><b>Definition</b></p> <p>An Excessive outage shall be defined as a trouble ticket that remains opened with the Contractor on a circuit or service, for more than twelve (Tier 1) or twenty-four hours (Tier 2).</p> <p><b>Measurement Process</b></p> <p>The circuit or service is unusable during the time the trouble ticket is reported as opened until restoration of the circuit or service, minus stop clock conditions. Any circuits or service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>(7 x 24)</p> <p><b>Objectives</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Tier 1</th> <th>Tier 2</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Less than 12 hours</td> <td style="text-align: center;">Less than 24 hours</td> </tr> </tbody> </table> <p><b>Immediate Rights and Remedies</b></p> <p>Senior Management Escalation</p> <p>Customer may request from Contractor an Excessive Outage restoration briefing</p> <p>Tier 1: 100 percent of the TMRC per occurrence for each circuit or service out of service greater than 12 hours.</p> <p>Tier 2: 100 percent of the TMRC per occurrence for each circuit or service out of service greater than 24 hours.</p> <p><b>Monthly Rights and Remedies</b></p> <p>N/A</p>	Tier 1	Tier 2	Less than 12 hours	Less than 24 hours
Tier 1	Tier 2				
Less than 12 hours	Less than 24 hours				



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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

This request is consistent with the current Excessive Outage procedures for CALNET. AT&T will comply with this CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

**AT&T has the resources and infrastructure  
in place today to meet the CALNET II  
Excessive Outage procedure as stated.**



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In order to administer the CALNET II Excessive Outage SLA as stated, a dedicated AT&T SLA manager will collect all reported trouble tickets that have come into the California Major Accounts Center (CMAC).

CALNET II customers can report trouble to the CMAC either by calling the 800-303-0103 number or using CARES. We will review each ticket for possible rebate based upon the CALNET II Service Level Agreement guidelines set by DTS/STND and AT&T.

After completing the SLA rebate review, the SLA manager will forward a list of all qualified rebates to the AT&T billing office. There, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the SLA rebate code established by AT&T, as follows:

TTSLA MM/YY = Trouble Ticket Service Level Agreement Month and Year

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).



After completing the Service Level Agreement review, the SLA manager will upload all rebate reports for the month to the private website for DTS/STND to view, download, and review. AT&T will keep all SLA reports available for six months.

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II customers 24 hours a day, 7 days a week, and 365 days a year.



**6.1.11.2.10 Mean Time To Repair (M)**

Services	Mean Time to Repair
Business Access Lines  Central Office Exchange Basic Services  Central Office Trunk Service  Intra-LATA Calling  Voice Mail	<p><b>Definition</b></p> <p>The monthly average time a trouble ticket is open in the Contractor’s trouble ticket system for a service type.</p> <p><b>Measurement Process</b></p> <p>The circuit/service is unusable during the time the Customer reported trouble ticket is recorded as open in the Contractor’s trouble ticket system minus stop clock conditions. Any circuits or service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time. The mean shall be derived as the sum of the total trouble ticket duration hours per calendar month, per service type, divided by the number of tickets per calendar month, per service type.</p> <p>(7X24)</p> <p><b>Objectives</b></p> <p>Monthly Average is less than 6 hours</p> <p><b>Immediate Rights and Remedies</b></p> <p>End-User Escalation Process DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>15 percent of the TMRC per occurrence if the mean average fail to meet the monthly objective.</p> <p>Next consecutive month to fail to meet the SLA objective shall result in a 25 percent rebate of the TMRC per occurrence.</p> <p>Additional consecutive months to fail to meet the SLA objective shall result in a 50 percent rebate of the TMRC per occurrence.</p> <p>N/A</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*





AT&T agrees and will comply with the Mean Time To Repair (MTTR) SLA objective. In order to administer the CALNET II Service Level Agreements, a dedicated AT&T SLA manager will collect all reported trouble tickets that have come into the California Major Accounts Center (CMAC).

CALNET II customers can report trouble to the CMAC either by calling the 800-303-0103 number or using CARES. We will review each ticket for possible rebates based upon the CALNET II Service Level Agreement guidelines set by DTS/STND and AT&T.

After completing the SLA rebate review, the SLA manager will forward a list of all qualified rebates to the AT&T billing office. There, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the SLA rebate code established by AT&T, as follows:

TTSLA MM/YY = Trouble Ticket Service Level Agreement Month and Year

AT&T agrees with the Immediate Rights and Remedies of the end-user and/or DTS/STND escalation process.

Monthly Rights and Remedies - MTTR
<ul style="list-style-type: none"> <li>AT&amp;T agrees and will comply with Monthly Rights and Remedies where 15% of the TMRC will be rebated per occurrence if the mean average fails to meet the monthly objective.</li> </ul>
<ul style="list-style-type: none"> <li>If AT&amp;T fails to meet the next consecutive month MTTR objective, AT&amp;T will rebate 25% of the TMRC per occurrence.</li> </ul>
<ul style="list-style-type: none"> <li>If AT&amp;T fails to meet additional consecutive months of the MTTR objective, AT&amp;T will rebate 50% of the TMRC per occurrence.</li> </ul>

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II customers 24 hours a day, 7 days a week, and 365 days a year. AT&T will team with DTS/STND to ensure that our CALNET II contract customers are completely satisfied with their AT&T services.



**6.1.11.2.11 Notification (M)**

Services	Notification
As Applicable	<p><b>Definition</b></p> <p>The Contractor notification to DTS/ONS in the event of a Catastrophic Outage, network failure, 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.</p> <p><b>Measurement Process</b></p> <p>The Contractor shall invoke the notification process for all CAT 2, CAT 3 Outages or network outages resulting in significant loss of services. The Contractor shall notify DTS/ONS via the Contractor’s automated notification system.</p> <p>Updates shall be given on the above mentioned failures via the Contractor’s automated notification system which shall include time and date of the updates.</p> <p><b>Objectives</b></p> <p>Within 30 minutes of a Cat 2 or Cat 3 failure, the Contractor shall notify general stakeholders (as determined by DTS/ONS) via the Contractor’s automated notification system.</p> <p>At 60 minute intervals, updates shall be given on the above mentioned failures via the Contractors automated notification system which shall include time and date of the updates.</p> <p><b>Immediate Rights and Remedies</b></p> <p>Senior Management Escalation</p> <p><b>Monthly Rights and Remedies</b></p> <p>N/A</p>





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## 6.1.11.2.12 Provisioning (M)

Services	Business Days	Provisioning				
Locally Based ACD	Contracted Service Project Work – Section 6.1.9	<p><b>Definition</b></p> <p>Provisioning shall be defined as new service, adds, moves, changes and deletes completed by the Contractor on or before the due dates. Provisioning SLAs are two-fold: Individual Service Order and Monthly Average Percentage by Service Type.</p> <p>Note: Provisioning timelines include extended demarcation wiring, when appropriate.</p> <p><b>Measurement Process</b></p> <p>Individual Service Order:</p> <p>Install intervals are based on the intervals provided in the adjacent column or Customer/Contractor negotiated due dates documented on the order form/system.</p> <p>Monthly Average Percentage by Service Type:</p> <p>The sum of all individual service orders meeting the objective in the measurement period divided by the sum of all individual service orders due in the measurement period equals the monthly average. The entire installation fee is refunded to the Customers for all orders that did not complete on time during the month if the monthly objective is not met</p> <p><b>Objective</b></p> <p>Individual Order:</p> <p>Service provisioned on or before the due date per install order.</p> <p>Monthly Average percent by Service Type:</p> <table border="1" style="width: 100%;"> <tr> <td>Tier 1</td> <td>Tier 2</td> </tr> <tr> <td>Greater than 95 percent</td> <td>Greater than 90 percent</td> </tr> </table>	Tier 1	Tier 2	Greater than 95 percent	Greater than 90 percent
Tier 1	Tier 2					
Greater than 95 percent	Greater than 90 percent					
Analog* Expedite	10 Days XX Days					
Asynchronous Transfer Mode (ATM) *	Contracted Service Project Work – Section 6.1.9					
Business Access Lines Feature Change	1 Day 1 Hour Using automated system					
Carrier *						
DS0	15 Days					
DS1	15 Days					
Expedite	XX Days					
DS3	Contracted Service Project Work – Section 6.1.9					
Central Office Exchange Basic Services (includes station wiring)	3 Day					
Feature Change	1 Hour using automated system					
Central Office Trunk Service	10 Days if less than 15 trunks					
Agency Hosted Digital Subscriber Line (DSL)*	45 Days					



Services	Business Days	Provisioning
DSL Virtual Private Network (VPN)*	45 Days	<p><b>Immediate Rights and Remedies</b></p> <p>Individual Order: 50 percent of installation fee refunded to Customer for any missed due date.</p> <p>End-User Escalation Process DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies:</b></p> <p>- Monthly Average percent by Service Type: The entire installation fee refunded to Customer for all orders that did not complete on time during the month if the monthly average objective is not met.</p> <p>N/A</p>
Frame Relay*		
DS0	15 Days	
DS1	15 Days	
Expedite	XX Days	
DS3	Contracted Service Project Work – Section 6.1.9	
Inside Wiring	Contracted Service Project Work – Section 6.1.9	
Integrated Services Digital Network (ISDN)*		
Basic Rate ISDN (BRI):		
Data BRI, only	1 Day	
Voice and Data BRI	3 Days	
BRI, if site work required	10 Days	
Expedite	XX Days	
Primary Rate ISDN (PRI):	10 Days	
Expedite	XX Days	
Interactive Voice Response (IVR)	Contracted Service Project Work – Section 6.1.9	
Intra-LATA Calling	1 Days	
Gigabit Ethernet Metropolitan Area Network (MAN)	Contracted Service Project Work – Section 6.1.9	



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Services	Business Days	Provisioning
SONET	Contracted Service Project Work – Section 6.1.9	
Specialized Call Routing	Contracted Service Project Work – Section 6.1.9	
Station Cabling	Contracted Service Project Work – Section 6.1.9	
Switched 56*	Contracted Service Project Work – Section 6.1.9	
Voice Mail per box	3 Days	
** = Tier 1 is mandatory; Tier 2 is desirable		

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*





This request is consistent with the current provisioning procedures for CALNET. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level. AT&T has the resources and infrastructure in place today to meet the CALNET II provisioning procedures as stated.

In order to administer the CALNET II Provisioning Service Level Agreement, a dedicated AT&T SLA manager will collect all orders that have come into the California Major Accounts Center (CMAC).

Customers can order new services, add, move, or change services with the CMAC either by calling the 800-303-0103 number or using CSA.

We will review each order for possible rebates based on the CALNET II Service Level Agreement guidelines set by DTS/STND and AT&T. After completing the SLA rebate review, the SLA manager will forward a list of all qualified rebates to the AT&T billing office. There, a dedicated billing representative will credit the customer's billing statement and indicate on the customer's bill the SLA rebate code established by AT&T, as follows:

SOSLA MM/YY = Service Order Service Level Agreement Month and Year

AT&T agrees and will comply with each of the following:

- The measurement is on each individual service order and installation intervals are based on customer and AT&T negotiated due dates.
- The Immediate Rights and Remedies of 50% of installation fee will be refunded to CALNET II contract customers for any missed due date.
- Customer and/or DTS/STND escalation process.
- The Monthly Rights and Remedies of the Monthly Average—The entire installation fee will be refunded to customer for all orders that did not complete on time during the month if the monthly average objective is not met.

AT&T has managers and highly trained provisioning technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



**6.1.11.2.13 Time to Repair (TTR) – Major (M)**

Services	Time to Repair (TTR)-Major		
Analog* Asynchronous Transfer Mode (ATM)* Carrier*  Frame Relay* Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)* ISDN Primary Rate Interface (PRI)* Gigabit Ethernet Metropolitan Area Network (MAN)* SONET* Switched 56*	<p><b>Definition</b></p> <p>A Major Fault shall be defined as five (5) or more physical circuit (DS-1 or higher speed) at the same address location affected by a common cause.</p> <p>Or</p> <p>The loss of 2 or more service types to a single End-User at the same address location.</p> <p><b>Measurement Process</b></p> <p>This Service Level Agreement (SLA) applies to the services listed in the adjacent column. This SLA is based on a trouble ticket outage durations. The circuit or service is unusable during the time the trouble ticket is recorded as opened in the Contractors trouble ticket system minus stop clock conditions. This SLA is applied per occurrence. Trouble reporting shall be 7X24. Any circuits or service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p><b>Objectives</b></p> <table border="1" data-bbox="654 1224 1360 1717"> <tr> <td data-bbox="654 1224 1015 1717"> <b>Tier 1</b>            Analog=less than 2 hours            DS0=less than 2 hours            DS1=less than 2 hours            DS3=less than 2 hours            ISDN=less than 2 hours            PRI ISDN=less than 2 hours            BRI ISDN=less than 2 hours            Gig Ethernet = less than 2 hours         </td> <td data-bbox="1015 1224 1360 1717"> <b>Tier 2</b>            Analog=less than 3 hours            DS0=less than 3 hours            DS1=less than 3 hours            DS3=less than 3 hours            ISDN=less than 3 hours            PRI ISDN=less than 3 hours            BRI ISDN=less than 3 hours            Gig Ethernet = less than 3 hours         </td> </tr> </table>	<b>Tier 1</b> Analog=less than 2 hours DS0=less than 2 hours DS1=less than 2 hours DS3=less than 2 hours ISDN=less than 2 hours PRI ISDN=less than 2 hours BRI ISDN=less than 2 hours Gig Ethernet = less than 2 hours	<b>Tier 2</b> Analog=less than 3 hours DS0=less than 3 hours DS1=less than 3 hours DS3=less than 3 hours ISDN=less than 3 hours PRI ISDN=less than 3 hours BRI ISDN=less than 3 hours Gig Ethernet = less than 3 hours
<b>Tier 1</b> Analog=less than 2 hours DS0=less than 2 hours DS1=less than 2 hours DS3=less than 2 hours ISDN=less than 2 hours PRI ISDN=less than 2 hours BRI ISDN=less than 2 hours Gig Ethernet = less than 2 hours	<b>Tier 2</b> Analog=less than 3 hours DS0=less than 3 hours DS1=less than 3 hours DS3=less than 3 hours ISDN=less than 3 hours PRI ISDN=less than 3 hours BRI ISDN=less than 3 hours Gig Ethernet = less than 3 hours		
<p>“*” = Tier 1 is mandatory; Tier 2 is desirable</p>	<p><b>Immediate Rights and Remedies</b></p>		





Services	Time to Repair (TTR)-Major
	Failing to meet the SLA objective shall result in a 25 percent rebate of the TMRC per occurrence.  End-User Escalation Process  DTS/ONS Escalation Process  <b>Monthly Rights and Remedies</b>  N/A

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

Reference: document \_\_\_\_\_

location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

Description:

This SLA is consistent with the current SLA procedures with CALNET. AT&T will comply with this new CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

AT&T has the resources and infrastructure in place today to meet the CALNET II Time to Repair (TTR) - Major objective. AT&T agrees and will comply with the Time to Repair (TTR) - Major objective. In order to administer the CALNET II TTR - Major objective, a dedicated AT&T SLA manager will collect all reported trouble tickets that have come into the single point of contact center—the California Major Accounts Center (CMAC).

Customers can report trouble to the CMAC either by calling the 800-303-0103 number or using CARES.

We will review each ticket for possible rebates based on the CALNET II Service Level Agreement guidelines set by DTS/STND and AT&T.



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For Time to Repair (TTR) – Major, AT&T agrees to the following:

- A Major fault shall be defined as five or more physical circuits—DS1 or higher speed at the same address location affected by a common cause, or the loss of two or more service types to a single CALNET II contract customer at the same address location.
- The Immediate Rights and Remedies where AT&T fails to meet the SLA objective shall result in a 25% rebate of the TMRC per occurrence, including CALNET II contract customer and/or DTS/STND escalation.

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



**AT&T has made the decision to exceed this requirement by providing the higher tier SLA to all CALNET II customers.**



**6.1.11.2.14 Time to Repair (TTR) – Minor (M)**

Services	Time to Repair (TTR)-Minor																				
<p>Analog*</p> <p>Asynchronous Transfer Mode (ATM)*</p> <p>Carrier*</p> <p>Frame Relay*</p> <p>ISDN Primary Rate Interface (PRI)*</p> <p>Gigabit Ethernet Metropolitan Area Network (MAN)</p> <p>SONET*</p> <p>Switched 56*</p> <p>“*” = Tier 1 is mandatory; Tier 2 is desirable</p>	<p><b>Definition</b></p> <p>A Minor Fault shall be defined as a trouble ticket opened with the Contractor’s helpdesk on the loss of any circuit or service to a single End-User at a site.</p> <p><b>Measurement Process</b></p> <p>This Service Level Agreement (SLA) applies to the services listed in the adjacent column. This SLA is based on a trouble ticket outage durations. The circuit or service is unusable during the time the trouble ticket is recorded as open in the Contractors trouble ticket system minus stop clock conditions. This SLA is applied per occurrence. Trouble reporting shall be 7X24. Any circuits or service reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p><b>Objectives</b></p> <table border="1" data-bbox="654 1146 1354 1642"> <thead> <tr> <th data-bbox="654 1146 1010 1203">Tier 1</th> <th data-bbox="1010 1146 1354 1203">Tier 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="654 1203 1010 1245">Analog=less than 5 hours</td> <td data-bbox="1010 1203 1354 1245">Analog=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1245 1010 1287">DS0=less than 5 hours</td> <td data-bbox="1010 1245 1354 1287">DS0=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1287 1010 1329">DS1=less than 4 hours</td> <td data-bbox="1010 1287 1354 1329">DS1=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1329 1010 1371">DS3=less than 2 hours</td> <td data-bbox="1010 1329 1354 1371">DS3=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1371 1010 1413">DSL=less than 5 hours</td> <td data-bbox="1010 1371 1354 1413">DSL=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1413 1010 1455">DSL VPN =less than 5 hours</td> <td data-bbox="1010 1413 1354 1455">DSL VPN=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1455 1010 1497">ISDN=less than 5 hours</td> <td data-bbox="1010 1455 1354 1497">ISDN=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1497 1010 1539">PRI ISDN=less than 5 hours</td> <td data-bbox="1010 1497 1354 1539">PRI ISDN=less than 3 hours</td> </tr> <tr> <td data-bbox="654 1539 1010 1581">Gig Ethernet = less than 4 hours</td> <td data-bbox="1010 1539 1354 1581">Gig Ethernet = less than 3 hours</td> </tr> </tbody> </table> <p><b>Immediate Rights and Remedies</b></p> <p>Failing to meet the SLA Objective shall result in a 15 percent rebate of the TMRC per occurrence.</p> <p>End-User Escalation Process</p>	Tier 1	Tier 2	Analog=less than 5 hours	Analog=less than 3 hours	DS0=less than 5 hours	DS0=less than 3 hours	DS1=less than 4 hours	DS1=less than 3 hours	DS3=less than 2 hours	DS3=less than 3 hours	DSL=less than 5 hours	DSL=less than 3 hours	DSL VPN =less than 5 hours	DSL VPN=less than 3 hours	ISDN=less than 5 hours	ISDN=less than 3 hours	PRI ISDN=less than 5 hours	PRI ISDN=less than 3 hours	Gig Ethernet = less than 4 hours	Gig Ethernet = less than 3 hours
Tier 1	Tier 2																				
Analog=less than 5 hours	Analog=less than 3 hours																				
DS0=less than 5 hours	DS0=less than 3 hours																				
DS1=less than 4 hours	DS1=less than 3 hours																				
DS3=less than 2 hours	DS3=less than 3 hours																				
DSL=less than 5 hours	DSL=less than 3 hours																				
DSL VPN =less than 5 hours	DSL VPN=less than 3 hours																				
ISDN=less than 5 hours	ISDN=less than 3 hours																				
PRI ISDN=less than 5 hours	PRI ISDN=less than 3 hours																				
Gig Ethernet = less than 4 hours	Gig Ethernet = less than 3 hours																				



Services	Time to Repair (TTR)-Minor
	DTS/ONS Escalation Process  <b>Monthly Rights and Remedies</b>  N/A

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

Reference: document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

*Description:*

This SLA is consistent with the current SLA procedures with CALNET. AT&T will comply with this new CALNET II requirement as stated. We will provide pricing and service performance for both Tier 1 and Tier 2 at the Tier 1 level.

AT&T has the resources and infrastructure in place today to meet the CALNET II Time to Repair (TTR) - Minor objective. AT&T agrees and will comply with the Time to Repair (TTR) - Minor objective. In order to administer the CALNET II TTR - Minor objective, a dedicated AT&T SLA manager will collect all reported trouble tickets that have come into the single point of contact center—the California Major Accounts Center (CMAC).

Customers can report trouble to the CMAC either by calling the 800-303-0103 number or using CARES.

We will review each ticket for possible rebates based on the CALNET II Service Level Agreement guidelines established by DTS/STND and AT&T.

For Time to Repair (TTR) – Minor, AT&T agrees to the following:

- AT&T agrees that a Minor Fault shall be defined as a trouble ticket opened with the Contractor’s helpdesk on the loss of any circuit or service to a single End-User at a site.
- AT&T agrees that the Immediate Rights and Remedies where AT&T fails to meet the SLA Objective shall result in a 15 percent rebate of the TMRC per occurrence.

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer’s Total Monthly Recurring Costs (TMRC).

Today, AT&T employs managers and highly trained testing technicians who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



**6.1.11.2.15 Time To Repair (TTR) – Network Dialing Services (NDS) (M)**

Services	Time To Repair (TTR) – Network Dialing Services (NDS)
<p>Intra-LATA Callaing</p>	<p><b>Definition</b> A TTR-NDS shall be defined as a trouble ticket opened with the Contractor’s helpdesk when the Customer is unable to place local toll calls.</p> <p><b>Measurement Process</b> This Service Level Agreement (SLA) applies to the services listed in the adjacent column. This SLA is based on a trouble ticket outage durations. The service is unusable during the time the trouble ticket is recorded as open in the Contractors trouble ticket system minus stop clock conditions. This SLA is applied per occurrence. Trouble reporting shall be 7X24.</p> <p><b>Objectives</b> Less than 5 hours-1 to 25 End-Users Less than 4 hours-26 to 50 End-Users Less than 2 hours-51 or greater</p> <p><b>Immediate Rights and Remedies</b> 15 percent of the Average Monthly Usage Cost End-User Escalation Process DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b> N/A</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*



AT&T agrees and will comply with this CALNET II requirement as stated.

AT&T has the resources and infrastructure in place today to meet the CALNET II Time To Repair – Network Dialing service as stated.

In order to administer the CALNET II TTR – Network Dialing Service objective, a dedicated AT&T SLA manager will collect all reported trouble tickets that have come into the single point of contact center—the California Major Accounts Center (CMAC).

Customers can report trouble to the CMAC either by calling the 800-303-0103 number or using CARES.

We will review each ticket for possible rebates based upon the CALNET II Service Level Agreement guidelines set by DTS/STND and AT&T.

### **Immediate Rights and Remedies – TTR Network Dialing Services**

AT&T agrees that the Immediate Rights and Remedies where AT&T fails to meet the SLA objective shall result in a 15% rebate of the Average Monthly Usage Cost (AMUC), including CALNET II contract customer and/or DTS/STND escalation.

The total rights and remedies for failure to satisfy a single circuit or service shall not exceed 100% of the customer's Total Monthly Recurring Costs (TMRC).

AT&T has managers and highly trained testing technicians in place today who can meet the needs of our CALNET II contract customers 24 hours a day, 7 days a week, and 365 days a year.



**6.1.11.2.16 Description: Response Duration from Receipt of Order (M)**

Services	Response Duration from Receipt of Order
<p>All Services in Module 1</p>	<p><b>Definition</b> The interval for Contractor response to initial request from Customer when initiating a service request.</p> <p><b>Measurement Process</b> The Response SLA shall be based on the Customer order submittal date when using either the STD 20 or the ordering system to the date the Contractor responds to the Customer. <b>Objectives</b> Next business day for Contractor response to initial request from Customer when initiating a service request.</p> <p><b>Immediate Rights and Remedies</b> Escalation to Contractor’s Account Manager</p> <p><b>Monthly Rights and Remedies</b> Review process with DTS/ONS</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*





AT&T agrees and will comply with the Response Duration objective. This SLA format is consistent with the current SLA procedures with CALNET. AT&T has established procedures in place today to accomplish this goal.

AT&T agrees that the Immediate Rights and Remedies include CALNET II contract customer and/or DTS/STND escalation (provided as part of our response).

### **Response Duration from Receipt of Order**

- Currently, AT&T provides multiple dedicated customer care and support resources to our CALNET customers. We will continue to provide these resources for the CALNET II contract.
- AT&T will respond to an initial request from a customer within one day. We will implement orders based on customer requested due date and/or standard due date intervals by product.



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### SLAs for Unsolicited Services

Except as specifically set forth below, network services or features offered as unsolicited will adhere to the same SLAs as the service category under which it is offered. CPE and CPE-related services are included in the SLAs.



Services	Service Availability
<p><b>OPT-E-MAN CSME</b></p>	<p><b>Definition</b></p> <p>Scheduled uptime is based on 60 minutes x 24 hours x calendar days in the month.</p> <p><b>Measurement Process</b></p> <p>All outage durations applied to other SLAs, which result in a remedy, will be excluded from the monthly accumulative total.</p> <p>Network Availability of 99.95% per month, including the local loop. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding periods attributable to Stop-Clock Conditions (including but not limited to maintenance window). Network Availability is calculated as the percentage of time that the OPT-E-MAN® network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:</p> <p>Network Availability =</p> $\frac{[(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}) - (\text{total minutes of Stop-Clock Conditions}) - \text{network outage time (measured in minutes)}]}{[(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}) - (\text{total minutes of Stop Clock Conditions})]}$ <ul style="list-style-type: none"> <li>As noted in the above formula, all ports included in a Customer’s network are utilized in calculating Network Availability.</li> <li>The Customer is responsible for (1) notifying the Contractor within 45 days after the end of the month when the service parameter within the calendar month falls below the committed level, and (2) requesting a service credit.</li> </ul> <p><b>Objective(s)</b> 99.95%</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> Upon verification by the Contractor that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.</p>



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Services	Packet Delivery Rate (PDR)
OPT-E-MAN	<p><b>Definition</b></p> <p>Packet Delivery Rate (PDR) is a measurement of the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network. It is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. Those frames that violate the maximum range will be excluded from the calculation. PDR is measured by averaging sample measurements taken during a 30 day period from network terminating equipment to network terminating equipment to which the Customer ports are attached when the OPT-E-MAN network is available.</p> <p><b>Measurement Process</b></p> <p>Grade of Service SLAs are provided for OPT-E-MAN® Service. If the Contractor fails to meet service parameters defined for each Grade of Service, a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> <li>• The Customer is responsible for (1) notifying the Contractor within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.</li> <li>• Upon notification by the Customer that the actual service performance for that parameter was less than the committed level, the Contractor has 30 days to correct the problem.</li> <li>• Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN® network is available.</li> </ul> <p><b>Objective(s)</b>            Bronze Grade of Service: 99.5%            Silver Grade of Service: 99.9%</p> <p><b>Immediate Rights and Remedies</b>            End-User Escalation Process            DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b>            If after 30 days, the service performance for that parameter is still less than the committed level, the Customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall <i>below</i> the committed level.</p>



Services	Latency
<p><b>OPT-E-MAN</b></p>	<p><b>Definition</b></p> <p>Latency is the amount of time necessary for a typical frame to traverse the network. Latency is calculated as the measurement of time taken for a Customer frame to go from one end of the network (origination point) to the other end (termination point). The measurement will consist of measuring the time it takes to “ping” or travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Customer ports are attached when the OPT-E-MAN® network is available. Latency is limited to a delay across a one-way end-to-end connection within the Contractor’s network for packets 1,500 bytes or less.</p> <p><b>Measurement Process</b></p> <p>Grade of Service SLAs are provided for OPT-E-MAN Service. If the Contractor fails to meet service parameters defined for each Grade of Service, a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> <li>• The Customer is responsible for (1) notifying the Contractor within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.</li> <li>• Upon notification by the Customer that the actual service performance for that parameter was less than the committed level, the Contractor has 30 days to correct the problem.</li> <li>• Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.</li> </ul> <p><b>Objective(s)</b> Bronze Grade of Service: &lt;27ms one way Silver Grade of Service: &lt;18ms one way</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> If after 30 days, the service performance for that parameter is still less than the committed level, the Customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall <i>above</i> the committed level.</p>



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Services	Jitter
<p><b>OPT-E-MAN</b></p>	<p><b>Definition</b></p> <p>Jitter is the delay that occurs between two packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Customer ports are attached when the OPT-E-MAN® network is available.</p> <p><b>Measurement Process</b></p> <p>Grade of Service SLAs are provided for OPT-E-MAN Service. If the Contractor fails to meet service parameters defined for each Grade of Service, a service credit will be offered to the Customer given certain conditions are met:</p> <ul style="list-style-type: none"> <li>• The Customer is responsible for (1) notifying the Contractor within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.</li> <li>• Upon notification by the Customer that the actual service performance for that parameter was less than the committed level, the Contractor has 30 days to correct the problem.</li> <li>• Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.</li> </ul> <p><b>Objective(s)</b>            Bronze Grade of Service: N/A            Silver Grade of Service: 12ms</p> <p><b>Immediate Rights and Remedies</b>            End-User Escalation Process            DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b>            If after 30 days, the service performance for that parameter is still less than the committed level, the Customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall <i>above</i> the committed level.</p>



Services	Time to Repair (TTR)
<p>AVPN ANIRA NBFW</p>	<p><b>Definition</b></p> <p>“Outage” means an occurrence within the AT&amp;T Network and/or the AT&amp;T-provided dedicated access that is unrelated to the normal functioning of a VPN and that results in the inability of Customer to transmit IP packets for more than one minute.</p> <p><b>Measurement Process</b></p> <p>If AT&amp;T does not meet this performance objective in any given calendar month, Customer will be eligible for an AT&amp;T VPN Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer’s total discounted Covered AT&amp;T VPN Monthly Charges for the affected MPLS Ports. Measurement of Time to Restore begins when a trouble ticket is opened by AT&amp;T Customer Care and Customer releases the affected Service Component(s) to AT&amp;T and ends when AT&amp;T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&amp;T for the affected Customer Site.</p> <p><b>Objective(s)</b> 4 hours</p> <p><b>Immediate Rights and Remedies</b> Failing to meet the SLA Objective shall result in a 15 percent rebate of the TMRC per occurrence (not to exceed 100% of MRC for month). End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> N/A</p>



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Services	On-Time Provisioning SLA
AVPN	<p><b>Definition</b></p> <p>AT&amp;T provides the Due Date to Customer after a Service Component is ordered. The Due Date for a Service Component may change if Customer requests any change to a Service Component after ordering. If AT&amp;T agrees to expedite an order for a Service Component, the AT&amp;T VPN On-Time Provisioning SLA applies the original Due Date provided by AT&amp;T, not the expedited date.</p> <p><b>Objective</b></p> <p>The performance objective for the AT&amp;T VPN On-Time Provisioning SLA is to complete installation of an AT&amp;T VPN Service Component (as well as AT&amp;T-provided access lines connected to such Service Component) by the applicable Due Date.</p> <p><b>Immediate Rights and Remedies</b></p> <p>End-User Escalation Process DTS/ONS Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>If AT&amp;T does not meet this performance objective, Customer may elect one of the following remedies:</p> <ul style="list-style-type: none"><li>cancel the order at no charge or</li><li>receive a credit equal to one month's discounted monthly recurring charge for the AT&amp;T VPN Service Component(s) that is not installed on time, after the installation is completed.</li></ul>





Services	Port-to-Port Data Delivery Rate (DDR)
AVPN	<p><b>Definition</b></p> <p>The AT&amp;T VPN MPLS Port-to-MPLS Port Data Delivery percentage is calculated by dividing Data Received by Data Delivered during AT&amp;T’s testing and multiplying the result by 100.</p> <p>“Data Delivered” is the number of packets of data delivered to the VPN from the ingress MPLS Port.</p> <p>“Data Received” is the number of packets of data actually received from the VPN at the egress MPLS Port.</p> <p><b>Measurement Process</b></p> <p>The performance objectives for the AT&amp;T VPN MPLS Port-to-MPLS Port Data Delivery SLA is for the AT&amp;T VPN MPLS Port-to-MPLS Port Data Delivery percentage to be no less than 99.9%. If Customer reports that AT&amp;T VPN MPLS Port-to-MPLS Port Data Delivery does not meet the performance objective, AT&amp;T’s testing verifies that AT&amp;T does not meet the performance objective and AT&amp;T fails to remedy the problem within thirty (30) days, the Customer will be eligible for an AT&amp;T VPN MPLS Port-to-MPLS Port Data Delivery SLA credit. The AT&amp;T VPN MPLS Port-to-MPLS Port Data Delivery percentage is calculated by dividing Data Received by Data Delivered during AT&amp;T’s testing and multiplying the result by 100.</p> <p><b>Objective(s)</b> 99.9%</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> 10% of Customer’s discounted covered AT&amp;T VPN monthly charges for the affected MPLS Ports</p>



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Services	Port-to-Port Latency
AVPN	<p><b>Definition</b> AT&amp;T VPN MPLS Port-to-MPLS Port Latency is the interval of time it takes for a test packet to travel from the ingress MPLS port to the egress MPLS port and back again, measured when the MPLS ports are not being used to transmit any other data.</p> <p><b>Measurement Process</b> The SLA performance objectives for the AT&amp;T VPN MPLS Port-to-MPLS Port Latency are to be no more than the latencies set forth below. If Customer reports that an MPLS Port pair does not meet the performance objective, AT&amp;T's testing verifies that the MPLS Port pair does not meet the performance objective and AT&amp;T fails to remedy the problem within thirty (30) days, Customer will be eligible for an AT&amp;T VPN MPLS Port-to-MPLS Port Latency SLA credit.</p> <p><b>Objective(s)</b> 100 ms within the continental US</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> Credit in an amount equal to 10% of Customer's discounted covered AT&amp;T VPN monthly charges for the affected MPLS Ports.</p>



Services	Network Jitter
AVPN	<p><b>Definition</b></p> <p>“AT&amp;T VPN Network Jitter” is a monthly measure of the AT&amp;T network-wide IP packet delay variation, which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between pairs of AT&amp;T network backbone nodes in the US.</p> <p><b>Measurement Process</b></p> <p>The difference in time it takes a selected pair of test packets in a data stream to travel from one AT&amp;T network backbone node in a pair to another is measured for all selected pairs of AT&amp;T network backbone nodes in the US over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&amp;T network backbone node in a pair to another. VPN Network Jitter for the month is the average of all of these measurements.</p> <p><b>Objective(s)</b></p> <p>1 ms within the continental US</p> <p><b>Immediate Rights and Remedies</b></p> <p>End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b></p> <p>If AT&amp;T does not meet this performance objective, Customer will be eligible for an AT&amp;T VPN Network Jitter SLA credit equal to 1/30th of Customer's total discounted covered AT&amp;T VPN monthly charges for the MPLS ports for that month.</p>



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Services	Service Availability
<p><b>Ethernet Switched Service (ESS-MAN)</b></p>	<p><b>Definition</b>            Scheduled uptime is based on 60 minutes x 24 hours x calendar days in the month.</p> <p><b>Measurement Process</b>            All outage durations applied to other SLAs, which result in a remedy, will be excluded from the monthly accumulative total.</p> <p>Network availability of 99.9% per month, including the local loop, is provided by the Contractor. Excludes periods attributable to Stop-Clock Conditions (including but not limited to maintenance window). Network availability is calculated as the percentage of time that the ESS-MAN® network is capable of accepting and delivering Customer data to the total time in the measurement period. The calculation for network availability for a given calendar month is as follows:</p> <p>Network Availability =</p> $\frac{[(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of Customer sites}) - (\text{total minutes of Stop-Clock Conditions}) - \text{network outage time (measured in minutes)}]}{[(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of Customer sites}) - (\text{total minutes of Stop-Clock Conditions})]}$ <ul style="list-style-type: none"> <li>As noted in the above formula, all ports included in a Customer's network are utilized in calculating Network Availability.</li> <li>The Customer is responsible for (1) notifying the Contractor within 45 days after the end of the month when the service parameter within the calendar month falls below the committed level, and (2) requesting a service credit.</li> </ul> <p><b>Objective (s)</b>            99.9%</p> <p><b>Immediate Rights and Remedies</b>            End-User Escalation Process            DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b>            Upon verification by the Contractor that the actual service performance for that parameter was less than the committed level, the Customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.</p>



Services	On-Time Provisioning SLA
<p><b>Managed Internet Services (MIS)</b></p>	<p><b>Definition</b> AT&amp;T provides the due date to Customer after a service component is ordered. The due date for a service component may change if Customer requests any change to a service component after ordering. If AT&amp;T agrees to expedite an order for a service component, the AT&amp;T MIS On-Time Provisioning SLA applies the original due date provided by AT&amp;T, not the expedited date.</p> <p><b>Objective</b> The performance objective for the AT&amp;T VPN On-Time Provisioning SLA is to complete installation of an AT&amp;T MIS by the applicable due date.</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> If AT&amp;T does not meet this performance objective for a covered access arrangement, Customer will be entitled to an MIS On-Time Provisioning SLA credit equal to one month’s discounted monthly recurring charge for the MIS service component(s) that is not installed on time, after the installation is completed.</p>



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Services	MIS Site Availability / Time to Restore SLA
<p><b>Managed Internet Services (MIS)</b></p>	<p><b>Definition</b>            “Outage” means an occurrence within the AT&amp;T Network and/or the AT&amp;T-provided dedicated access (and in the case of MIS with Managed Router, the AT&amp;T CPE) that is unrelated to the normal functioning of MIS and that results in the inability of Customer to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&amp;T Customer Care and Customer releases the affected service component(s) to AT&amp;T and ends when AT&amp;T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the service component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&amp;T for the affected MIS port.</p> <p><b>Objective(s)</b>            The performance objective for the MIS Site Availability/Time to Restore SLA is for the MIS Site Availability to be 99.95%.</p> <p><b>Immediate Rights and Remedies</b>            End-User Escalation Process            DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b>            If AT&amp;T does not meet this performance objective in any given calendar month, Customer will be eligible for an MIS Site Availability/Time to Restore SLA credit for each outage equal to the product of Customer’s total discounted covered MIS monthly charges for the affected MIS ports by a percentage based on the duration of (Time to Restore) the outage, as set forth in the MIS Site Availability/Time to Restore SLA Credit Table located at <a href="http://new.serviceguide.att.com">http://new.serviceguide.att.com</a>.</p>



Services	MIS Latency
<p><b>Managed Internet Services (MIS)</b></p>	<p><b>Definition</b> "MIS Latency" is a monthly measure of the AT&amp;T network-wide delay within the US, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of AT&amp;T network backbone nodes in the US. "AT&amp;T Network Backbone Nodes" are the core routing nodes in the AT&amp;T Network.</p> <p><b>Measurement Process</b> The performance objectives for the Internet Latency SLA: the time it takes test packets to travel from one AT&amp;T network backbone node in a pair to another and back is measured for all selected pairs of AT&amp;T network backbone nodes in the US over the month. Latency for the month is the average of all of these measurements.</p> <p><b>Objective(s)</b> 40 ms within the continental US</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> If AT&amp;T does not meet a performance objective in a given calendar month, Customer will be eligible for a MIS Latency SLA credit equal to 1/30th of Customer's total discounted MIS Monthly Charges for all MIS Ports for that month.</p>



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Services	Network Jitter
<b>Managed Internet Services (MIS)</b>	<p><b>Definition</b> “MIS Jitter” is a monthly measure of the AT&amp;T Network-wide IP packet delay variation within the US, which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between selected pairs of AT&amp;T network backbone nodes in the US.</p> <p><b>Measurement Process</b> “MIS Jitter” is the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&amp;T network backbone node in a pair to another is measured for all selected pairs of AT&amp;T network backbone nodes in the US over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&amp;T network backbone node in the pair to another. MIS Jitter for the month is the average of all of these measurements in the US.</p> <p><b>Objective(s)</b> 1 ms within the continental US</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> If AT&amp;T does not meet this performance objective, Customer will be eligible for a MIS Jitter SLA credit equal to 1/30th of Customer's total discounted Covered MIS monthly charges for all MIS ports for that month.</p>





Services	MIS Data Delivery SLA
<p><b>Managed Internet Services (MIS)</b></p>	<p><b>Definition</b> The “MIS Data Delivery Percentage” is the average data delivery percentage for that month for all selected pairs of AT&amp;T IP backbone nodes in the US calculated by dividing Data Received by Data Delivered and multiplying by 100.</p> <p><b>Measurement Process</b> "Data Delivered" is the number of test packets of data delivered in a month by AT&amp;T to an ingress router at an AT&amp;T network backbone node for delivery to an egress router at the other specific AT&amp;T network backbone node in the selected pair. "Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&amp;T network backbone node.</p> <p><b>Objective(s)</b> 99.95% within the continental US</p> <p><b>Immediate Rights and Remedies</b> End-User Escalation Process DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b> If AT&amp;T does not meet this performance objective in a given calendar month, Customer will be eligible for a MIS Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered MIS monthly charges for all MIS ports for that month.</p>



SLAs for Unsolicited AT&T CPE Services

**Installation of CPE**

Services	Business Days	Provisioning
<p><b>Implementation</b></p>	<p>Managed Project</p>	<p><b>Definition</b></p> <p>Implementation shall be defined as the installation and turn up of new or augmented premises-based CPE systems completed by the Contractor on or before the negotiated due dates.</p> <p><b>Measurement Process</b></p> <p>Individual Project Orders:</p> <p>Install scheduled dates are based on the Customer/Contractor negotiated due dates documented on the project plan. Minimum of 24 hour notification required by Contractor to change scheduled date or install shall be considered not meeting SLA.</p> <p><b>Objective</b></p> <p>100 Percent Customer / Contractor Negotiated Due Date met</p> <p><b>Immediate Rights and Remedies</b></p> <p>Individual CPE Device:</p> <p>10 percent of Basic Installation fee refunded to Customer for any missed due date for the particular device scheduled to be installed.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies:</b></p> <p>N/A</p>



**PNM Services – Turn Up**

Services	Post Implementation – Equipment Monitoring Turn Up – Managed Project
<p><b>PNM (PremierSERV Network Monitoring) Service</b></p>	<p><b>Definition</b>            Acceptance, preparation and delivery to Customer of the Monitoring Welcome Package with contact information, escalation procedures, and terms and conditions.</p> <p><b>Measurement Process</b>            Time starts after project completion and acceptance as documented in the project plan.</p> <p><b>Objectives</b>            Target is to provide turn-up and acceptance within 45 days after project completion as agreed by Customer/Contractor.</p> <p><b>Immediate Rights and Remedies</b>            25% of monitoring setup fee will be refunded for missed turn up.            End-User Escalation Process            DTS/STND Escalation Process</p> <p><b>Monthly Rights and Remedies</b>            N/A</p>



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## PNM Services – Customer Notification

Services	Post Implementation – Equipment Monitoring - Notification
<p><b>PNM</b>  <b>(PremierSERV Network Monitoring) Service</b></p>	<p><b>Definition</b>            Customer notification, per agreed upon method, regarding level 1 (down) of SNMP Monitored device outage.</p> <p><b>Measurement Process</b>            For Customer notification of a device failure, elapsed time is calculated by subtracting the trouble ticket submission timestamp from the customer notification timestamp.</p> <p><b>Objectives</b>            85% of alarms, over 1 month period, within 15 minutes of a major (level 1) alarm.</p> <p><b>Immediate Rights and Remedies</b>            N/A</p> <p><b>Monthly Rights and Remedies</b>            5% of monthly recurring monitoring charge, for the effected device, paid by customer will be refunded up to the SLA monthly cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>



**Security Monitoring Services – Notification – Suspected Breach**

Services	Post Implementation – Security Monitoring – Suspected Breach
<p><b>Security Monitoring</b></p>	<p><b>Definition</b>            Handling of suspected breaches of the network.</p> <p><b>Measurement Process</b>            For Customer notification of firewall breach or attempted breach under the Standalone Intrusion Detection and Monitoring with Intrusion Detection services, elapsed time is calculated by subtracting the trouble ticket submission timestamp from the customer notification timestamp.</p> <p><b>Objectives</b>            The Customer will be notified by AT&amp;T within 15 minutes of verification of a suspected firewall breach or attempted breach.</p> <p><b>Immediate Rights and Remedies</b>            N/A</p> <p><b>Monthly Rights and Remedies</b>            5% of monthly recurring Maintenance charge paid by customer for the device will be refunded up to SLA Monthly Capa max of 25% of the recurring charge paid by the customer as SLA cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>



**Security Monitoring Services – Up-Time**

Services	Post Implementation – Security Monitoring – Up-Time
<p><b>Security Monitoring</b></p>	<p><b>Definition</b></p> <p>Monitoring Service up-time guarantee.</p> <p><b>Measurement Process</b></p> <p>Up-time is calculated by multiplying the number of days in the quarter by twenty-four and dividing the total hours of up-time in the quarter by the result. Total hours of up-time excludes the necessary time to receive repair or replacement parts and to make failed device ready for restoration.</p> <p><b>Objectives</b></p> <p>Standalone Intrusion Detection service will be provided 24x7, with 99% up-time.</p> <p>The up-time guarantee includes all security management servers and their associated devices and applications. Force Majeure events and occurrences are excluded. The 99% up-time guarantee excludes any time that is accumulated while hardware replacement, software upgrade, or repair or other maintenance is being performed by the manufacturer of the item in question.</p> <p><b>Immediate Rights and Remedies</b></p> <p>N/A</p> <p><b>Monthly Rights and Remedies</b></p> <p>5% of monthly recurring Maintenance charge paid by customer for the device will be refunded up to SLA Monthly Cap max of 25% of the recurring charge paid by the customer as SLA cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>



**Firewall Management Services – High Priority Firewall Changes**

Services	Post Implementation – Firewall Management – High Priority Changes
<p><b>Firewall Management (standalone or as part of IDS/FW monitoring package)</b></p>	<p><b>Definition</b>            Requests for simple high priority Policy Changes will be accepted 24x7x365. A simple high priority request is any request with a required completion time of less than 24 hours.</p> <p><b>Measurement Process</b>            The elapsed time is calculated by subtracting the time the request is received by Contractor from the time the Policy Change is initiated.</p> <p><b>Objectives</b>            Simple high priority requests for Policy Changes will be initiated within two hours of receiving the request.</p> <p><b>Immediate Rights and Remedies</b>            N/A</p> <p><b>Monthly Rights and Remedies</b>            5% of monthly recurring Maintenance charge paid by customer for the device will be refunded up to SLA Monthly Cap max of 25% of the recurring charge paid by the customer as SLA cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>



**Firewall Management Services – Routine Firewall Changes**

Services	Post Implementation – Firewall Management – Routine Changes
<p><b>Firewall Management (standalone or as part of IDS/FW monitoring package)</b></p>	<p><b>Definition</b> Requests for simple high priority Policy Changes will be accepted 24x7x365. Routing changes, changes that are not required to be done within 24 hours.</p> <p><b>Measurement Process</b> The elapsed time is calculated by subtracting the time the request is received by Contractor from the time the Policy Change is initiated.</p> <p><b>Objectives</b> Simple high priority requests for Policy Changes will be initiated within eight hours of receiving the request. All commercially reasonable efforts will be made by AT&amp;T to follow the most expeditious timetable in completing complex routine Policy Changes. A complex routine Policy Change may require lab testing; therefore timetable for service delivery will be negotiated on a case-by-case basis and agreed to by both the Customer and a SOC customer advocate before work is undertaken.</p> <p><b>Immediate Rights and Remedies</b> N/A</p> <p><b>Monthly Rights and Remedies</b> 5% of monthly recurring Maintenance charge paid by customer for the device will be refunded up to SLA Monthly Cap max of 25% of the recurring charge paid by the customer as SLA cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>





**Maintenance Services – Mean Time to Site**

<b>Services</b>	<b>Post Implementation – Equipment Maintenance – Mean Time to Site</b>
<b>On-Site Maintenance</b>	<p><b>Definition</b>  Mean time to site starting after problem has been isolated.</p> <p><b>Measurement Process</b>  Trouble ticketing system confirming dispatch start and tech arrival at site. Drive time and distance as calculated by standard mapping tools such as MapQuest.</p> <p><b>Objectives</b>  90% of dispatches within 4 hours.  Limited to within 50 miles of city centre of nearest metro area or drive time from city centre plus 4 hours for remote locations.</p> <p><b>Immediate Rights and Remedies</b>  N/A</p> <p><b>Monthly Rights and Remedies</b>  10% of monthly recurring Maintenance charge paid by customer for the device will be refunded up to SLA Monthly Cap max of 25% of the recurring charge paid by the customer as SLA cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>



**Maintenance Services – Mean Time to Repair**

Services	Post Implementation – Equipment Maintenance – Mean Time to Repair
<p><b>On-Site Maintenance</b></p>	<p><b>Definition</b> Mean time to repair after problem has been isolated.</p> <p><b>Measurement Process</b> Trouble ticketing system confirming dispatch start and tech arrival at site. Drive time and distance as calculated by standard mapping tools such as MapQuest.</p> <p><b>Objectives</b> 90% of repairs within 10 hours of trouble isolation for CPE related repairs.  Limited to within 50 miles of city centre of nearest metro area or drive time from city centre plus 10 hours for remote locations.</p> <p><b>Immediate Rights and Remedies</b> N/A</p> <p><b>Monthly Rights and Remedies</b> 10% of monthly recurring Maintenance charge paid by customer for the device will be refunded up to SLA Monthly Cap max of 25% of the recurring charge paid by the customer as SLA cap. The SLA Monthly Cap for all SLAs for each device is a total accumulative penalty of no more than 25% of the monthly recurring charges during any one month period of the recurring charge paid by the customer for a particular device.</p> <p>End-User Escalation Process</p> <p>DTS/STND Escalation Process</p>



### 6.1.11.3 Administrative Service Level Agreements (M)

SLAs have been established for various aspects of the administrative responsibilities associated with the Contract resulting from the award of the RFP for Module 1. Specific administrative responsibilities as described throughout this RFP Section 6.1 are included in this Section 6.1.11.3.

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

All SLAs are acceptable to AT&T.

AT&T understands the requirements supplied in this section and the importance of accurate and timely data from both DTS/STND and the end user customer's perspective.

**AT&T understands the requirements supplied in this section and the importance of accurate and timely data for DTS/STND and the end users.**



**6.1.11.3.1 Administrative Fee Reports /Electronic Fund Transfer Notification Delivery Intervals (M)**

<b>Administrative Tools, Reports and Applications</b>	<b>Administration Fee Reports /Electronic Fund Transfer Notification Delivery Intervals</b>
<p>DTS/ONS Detail of Services Billed Report by Agency Section 6.1.122.3</p> <p>DTS/ONS Detail of Services Billed Report by Service Section 6.1.12.2.2</p> <p>Receipt of Electronic Fund Transfer Notification</p>	<p><b>Definition</b></p> <p>The reports and electronic fund transfer notification include the total monthly administrative fee monies owed DTS/ONS.</p> <p><b>Measurement Process</b></p> <p>These reports and electronic fund transfer shall be received within 60 calendar days from the end of each calendar month that a bill is rendered. .</p> <p><b>Objectives</b></p> <p>Deliver reports and electronic fund transfer notification within 60 calendar days from the end of the calendar month that a bill is rendered.</p> <p><b>DTS/ONS Rights and Remedies</b></p> <p>0.5 percent of month’s administration fees shall be paid to DTS/ONS 61 days from the end of each calendar month that a bill is rendered.</p> <p><b>Customer Rights and Remedies</b></p> <p>N/A</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*



AT&T agrees to the SLA provisions as listed above for 6.1.11.3.1 Administrative Fee Reports / Electronic Fund Transfer Notification Delivery Intervals.

AT&T has been applying, invoicing and remitting administrative fees for the State since the early 1980s. For the past seven years, we have managed the administrative fee process for the CALNET contract and have worked with DTS/STND to reduce fees three times. With CALNET, we have collected and transferred administration fees to the State in a timely manner, well within 60 days after the last bill date. For CALNET II, we are confident that the FMR reports will be available no later than the 60 days after the last bill date of the month.



**6.1.11.3.2 Invoicing Accuracy (M)**

<b>Administrative Tools, Reports and Applications</b>	<b>Invoicing Accuracy</b>
<p>Invoices for all products, services, and features provided through RFP Section 6.1</p>	<p><b>Definition</b> Contractor to provide detailed and accurate invoices as stated in RFP Section 6.1.8</p> <p><b>Measurement Process</b> Contractor-caused material errors occurring on an invoice shall be either corrected or a correction process established by Contractor within 60 days of the invoice discrepancy notification.</p> <p><b>Objectives</b> 100 percent invoice accuracy</p> <p><b>DTS/ONS Rights and Remedies</b> DTS/ONS Escalation Process</p> <p><b>Customer Rights and Remedies</b> Escalation to Contractor’s Account Manager</p> <p>Escalation to DTS</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*



It is always our goal to perform work with 100% accuracy, but because of the huge volume of monthly invoices we generate for CALNET (70,000+ per month), coupled with the substantial monthly volume of changes, additions, and deletions (40,000+ per month), AT&T believes that 100% initial invoice accuracy is not always possible.

We will implement the following steps to ensure the highest possible level of invoice accuracy:

<b>AT&amp;T Invoicing Accuracy</b>
<ul style="list-style-type: none"><li>• We will provide training to all of our service representatives on contract products and rates. In addition, we will provide them with CALNET II specific Methods and Procedures.</li></ul>
<ul style="list-style-type: none"><li>• Wherever possible, we will automate contract rates.</li></ul>
<ul style="list-style-type: none"><li>• With AT&amp;T Custom User Solution (ACUS), we will validate all contract rates so we can quickly identify, research, and correct any billing discrepancies.</li></ul>
<ul style="list-style-type: none"><li>• Once we identify individual customer billing issues, within 60 days we will correct them or establish a correction process.</li></ul>
<ul style="list-style-type: none"><li>• In the event of system issues, we will identify an AT&amp;T team to put a recovery plan in place within 60 days. Findings will be documented detailed recovery plan will be developed and a root cause analysis will be conducted. AT&amp;T will provide all documentation to DTS.</li></ul>

AT&T agrees with the SLA provisions above for 6.1.11.3.2 Invoicing Accuracy.



**6.1.11.3.3 Report Delivery Intervals (M)**

<b>Administrative Tools, Reports and Applications</b>	<b>Report Delivery Intervals</b>
Backbone Network Inventory Report Section 6.1.13.7 Service Level Agreement Reports Section 6.1.13.8 DTS/ONS Fiscal Inventory Report of All Services Section 6.1.12.2.1 Trouble Ticket/SLA Credits Fiscal Report Section 6.1.12.2.4 DTS/ONS Service Order/Provisioning Fiscal Report Section 6.1.12.2.5 DVBE Tracking Fiscal Report Section 6.1.12.2.6 Service Location Report Section 6.1.12.2.7 General Customer Profile Information Section 6.1.12.2.8 Quarterly Completed Contracted Service Project Work Reports (Coordinated and Managed Projects) Section 6.1.13.9.1 and Section 6.1.13.9.2	<p><b>Definition</b> All reports shall meet the Requirements and be fully functional and provided in accordance with the timelines required in Section 6.1.13</p> <p><b>Measurement Process</b> See the objective below</p> <p><b>Objectives</b> Deliver all reports within 3 days of the mutually agreed or DTS/ONS designated Delivery Dates from 6.1.13</p> <p><b>DTS/ONS Rights and Remedies</b> \$400 and \$100 per week thereafter for each report</p> <p><b>Customer Rights and Remedies</b> Escalation to DTS/ONS</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

AT&T agrees to the SLA provisions as listed for 6.1.11.3.3 Report Delivery Intervals.







**Through our experience with CALNET, we understand the importance of these reports and how they are necessary to provide the data for the State to manage the contract.**

**AT&T will deliver reports on the negotiated date.**



**6.1.11.3.4 Tools and Report Implementation (M)**

<b>Administrative Tools, Reports and Applications</b>	<b>Tools and Report Implementation</b>
<p>Public Web Site Section 6.1.13.1</p> <p>Private Web Site Section 6.1.13.2</p> <p>Customer Trouble Ticket Reporting and Tracking System Section 6.1.13.3</p> <p>Service Provisioning and Tracking System Section 6.1.13.4</p> <p>On-Line Ordering Tool Section 6.1.13.5</p> <p>Network Backbone Monitoring Application/Tool Section 6.1.13.6</p> <p>Backbone Network Inventory Report Section 6.1.13.7</p> <p>Service Level Agreement Reports Section 6.1.13.8</p> <p>Fiscal Management Databases Section 6.1.12.1</p> <p>DTS/ONS Fiscal Inventory Report of All Services Section 6.1.12.2.1</p> <p>DTS/ONS Detail of Services Billed Report by Service Section 6.1.12.2.2</p> <p>DTS/ONS Detail of Services Billed Report by Agency Section 6.1.12.2.3</p> <p>Trouble Ticket/SLA</p>	<p><b>Definition</b></p> <p>All Contractor provided tools and reports shall be functioning and accepted by the State based on the Transition-In schedule..</p> <p><b>Measurement Process</b></p> <p>Within 45 business days after Contract award, the Contractor and DTS/ONS shall agree to the implementation timeline dates for the reports and tools listed in this table. Unless mutually agreed upon, the implementation timeline shall not exceed 9 months following the Contract award date.</p> <p><b>Objectives</b></p> <p>All tools and reports shall meet the Requirements and be fully functional and accepted by the State and provided in accordance with the timeline required in Section 6.1.14.1 and agreed upon by DTS/ONS.</p> <p>Additional or replacement tools and reports shall be fully functional by dates agreed upon by DTS/ONS and the Contractor.</p> <p><b>DTS/ONS Rights and Remedies</b></p> <p>\$1000 per tool/report on the first day after due date and \$250 per week thereafter</p> <p><b>Customer Rights and Remedies</b></p> <p>N/A</p>



Administrative Tools, Reports and Applications	Tools and Report Implementation
Credits Fiscal Report Section 6.1.12.2.4  DTS/ONS Service Order/Provisioning Fiscal Report Section 6.1.12.2.5  DVBE Tracking Fiscal Report Section 6.1.12.2.6  Service Location Report Section 6.1.12.2.7  General Customer Profile Information Section 6.1.12.2.8  Tool and Report Inventory and Schedule Section 6.1.13	

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

AT&T agrees to the SLA provisions as listed for 6.1.11.3.4 Tools and Report Implementation.

AT&T agrees to meet with DTS/STND within 45 days to reach agreement to the implementation timeline dates for the reports and tools listed in this table. Unless mutually agreed upon, the implementation timeline shall not exceed nine months following the Contract award date.



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### 6.1.11.3.5 Tool Availability (M)

Administrative Tools, Reports and Applications	Tool Availability Percentage
Public Web Site 6.1.13.1 Private Web Site 6.1.13.2 Customer Trouble Ticket and Tracking System 6.1.13.3 Service Provisioning and Tracking System 6.1.13.4 On-line Ordering Tool xxxx6.1.13.5 Network Backbone Monitoring Application/Tool 6.1.13.6 Fiscal Management Database (s) 6.1.12.1	<p><b>Definition</b></p> <p>The monthly availability percentage for each tool equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100 per tool. Scheduled uptime is based on 7x24x number of days in the month.</p> <p><b>Measurement Process</b></p> <p>DTS/ONS shall report any failure or problem to the Customer Service center and a trouble ticket shall be opened.</p> <p>The tool is unusable during the time the ticket is recorded as open until restoration of the tool. Stop clocks in Section 6.111.2.2 shall apply.</p> <p>The monthly Availability percentage shall be based on the accumulative total of all outage durations for each tool, per calendar month.</p> <p><b>Objectives</b></p> <p>100 percent Functional 90 percent of the time for each tool, measured on a monthly basis.</p> <p><b>DTS/ONS Rights and Remedies</b></p> <p>\$400 per month, per tool</p> <p><b>Customer Rights and Remedies</b></p> <p>Escalation to DTS/ONS</p>

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

*Reference: document \_\_\_\_\_*

*location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*



AT&T agrees to the SLA provisions as listed for 6.1.11.3.5 Tool Availability.

AT&T understands the importance of these platforms to the operation of the contract and the business of the State. We will build the level of redundancy/availability required into our tool set for the final tool requirements.



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## 6.1.11.4 Glossary of SLA Related Terms (M)

The following SLA definitions apply to this Contract:

SLA	Definition
Availability Percentage	The Scheduled Uptime less Unavailable Time divided by Scheduled Uptime multiplied by 100.
Average Monthly Usage Cost (AMUC)	A means of calculating rights and remedies for usage-based outages. AMUC shall be derived by dividing the total business day usage minutes in a month by the number of business days in the month in which the failure occurs. This will produce a daily average of usage minutes which can be multiplied by the cost for the associated service to produce an average daily cost of the service for the current month. AMUC rights and remedies will be a number of those average daily costs rebated back to the customers impacted by the service outages that trigger the associated service level agreements.
Catastrophic Outage 1 CAT 1	The total loss of either the service or circuits, 25 or greater at the same address location, or any single OCX.
Catastrophic Outage 2 CAT 2	A total failure of a service type in a central office.  Or, a backbone failure or failure of any part of the Equipment associated with the backbone.
Catastrophic Outage 3 CAT 3	The total loss of more than one service type in central office, or the loss of any service type on a system wide basis.
CAT Outage	Catastrophic outage as further defined above for CAT 1, CAT 2, and CAT 3 outages.
Enhanced Services	Shall be defined to include the following services Computer Telephone Integration, Premise Based ACD, Interactive Voice Response/Call Router (IVR), Specialized Call Routing
Enhanced Service Outage	The total loss of an Enhanced Service at a single End-User location.
Excessive Outage	An Excessive outage shall be defined as a trouble ticket opened with the Contractor on a circuit or service, for more than twelve (Tier 2) or twenty-four hours (Tier 1).
Major Fault	Defined as trouble tickets opened with the Contractor's helpdesk: On five (5) or more physical circuit (DS-1 or higher speed) at the same address location. Or The loss of 2 or more service types to a single End-User at the same address location.



<b>SLA</b>	<b>Definition</b>
Mean Time to Repair	The circuit is unusable during the time the trouble ticket is recorded as open in the Contractor's trouble ticket system minus stop clock conditions. The mean shall be derived as the sum of the total trouble ticket duration hours per calendar month, per service type, divided by the number of tickets per calendar month, per service type.
Minor Fault	A Minor Fault shall be defined as a trouble ticket opened with the Contractor's helpdesk on the loss of any circuit or service to a single End-User at a site.
Response Duration	The interval for Contractor response to initial request from Customer when initiating a project request.
Provisioning	New service, adds, moves and changes.
Scheduled Uptime	The total time less time required for scheduled maintenance or scheduled upgrades
Throughput	Total number of packets/cells/frames output at the egress port divided by total number of packets/cells/frames input at the ingress port within the subscribed rate.
Time to Repair	The circuit is unusable during the time the trouble ticket is recorded as open in the Contractor's trouble ticket system minus stop clock conditions. This SLA is applied per occurrence.
Total Monthly Recurring Charges (TMRC)	The monthly recurring charges for the transport and service (e.g., access circuit, mileage, interoffice channels, ports, PVCs etc). All charges that comprise the total monthly reoccurring cost per circuit and/or service.
Transmission Delay	Average round trip transfer delay measured from MPOE to MPOE.
Unavailable Time	Includes Catastrophic Outages. The total hours from when a trouble ticket is opened until the problem is restored minus stop clock condition durations.



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

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*Description:*

AT&T understands the definitions established in section 6.1.11.4.