

WaveDivision Holdings, LLC dba Astound Business Solutions

CATEGORY 30 – BROADBAND WITH INTERNET SERVICE

30.5 SERVICE LEVEL AGREEMENTS (SLA)

The Contractor shall provide Service Level Agreements (SLAs) as defined below. The intent of this section is to provide Customers, CALNET Program and the Contractor with requirements that define and assist in the management of the SLAs. This section includes the SLA formats, general requirements, stop clock conditions, and the Technical SLAs for the services identified in this solicitation.

30.5.1 Service Level Agreement Format

The Contractor shall adhere to the following format and include the content as described below for each Technical SLA added by the Contractor throughout the Term of the Contract:

1. SLA Name – Each SLA Name must be unique;
2. Definition - Describes what performance metric will be measured;
3. Measurements Process - Provides instructions how the Contractor will continuously monitor and measure SLA performance to ensure compliance. The Contractor shall provide details describing how and what will be measured. Details should include source of data and define the points of measurement within the system, application, or network;
4. Service(s) - All applicable services will be listed in each SLA;
5. Objective(s) – Defines the SLA performance goal/parameters; and,
6. Rights and Remedies
7. Per Occurrence: Rights and remedies are paid on a per event basis during the bill cycle; and,
8. Monthly Aggregated Measurements: Rights and remedies are paid once during the bill cycle based on an aggregate of events over a defined period of time.

The Contractor shall proactively apply a credit or refund when an SLA objective is not met. CALNET SLA Rights and Remedies do not require the Customer to submit a request for credit or refund.

30.5.2 Technical Requirements versus SLA Objectives

Sections 30.2 (Broadband with Internet Services), 30.3 (Network Disaster/Operational Recovery) and 30.4 (Other Services) define the technical

requirements for each service. These requirements are the minimum parameters each Bidder must meet in order to qualify for Contract award. Upon Contract award the committed technical requirements will be maintained throughout the remainder of the Contract.

Committed SLA objectives are minimum parameters which the Contractor shall be held accountable for all rights and remedies throughout Contract Term.

30.5.3 Methods of Outage Reporting: Customer or Contractor

There are two methods in which CALNET service failures or quality of service issues may be reported and Contractor trouble tickets opened: Customer reported or Contractor reported.

The first method of outage reporting results from a Customer reporting service trouble to the Contractor's Customer Service Center via phone call or opening of a trouble ticket using the on-line Trouble Ticket Reporting Tool (SOW Business Requirements Section G.10.4, Trouble Ticket Reporting Tool (TTRT)).

The second method of outage reporting occurs when the Contractor opens a trouble ticket as a result of network/system alarm or other method of service failure identification. In each instance the Contractor shall open a trouble ticket using the Trouble Ticket Reporting Tool (SOW Business Requirements Section G.10.4) and monitor and report to Customer until service is restored.

30.5.4 Bidder Response to Service Level Agreements

Many of the Service Level Agreements described below include multiple objective levels – Basic, Standard and Premier. Bidders shall indicate one specific objective level they are committing to for each service in space provided in the “Objective” section of each SLA description.

30.5.5 Contractor SLA Management Plan

Within 90 calendar days of Contract award, the Contractor shall provide CALNET CMO with a detailed SLA Management Plan that describes how the Contractor will manage the Technical SLAs for services in this IFB. The SLA Management plan shall provide processes and procedures to be implemented by the Contractor. The SLA Management Plan shall define the following:

1. Contractor SLA Manager and supporting staff responsibilities;

2. Contractor's process for measuring objectives for each SLA. The process shall explain how the Contractor will continuously monitor and measure SLA performance to ensure compliance. The Contractor shall provide details describing how and what will be measured. Details should include source of data and define the points of measurement within the system, application, or network;
3. Creation and delivery of SLA Reports (SOW Business Requirements Section G.10.5). The Contractor shall include a sample report in accordance with SOW Business Requirements Section G.10.5, SLA Reports for the following: SLA Service Performance Report (SOW Business Requirements Section G.10.5.1), SLA Provisioning Report (SOW Business Requirements Section G.10.5.2), SLA Catastrophic Outage Reports (SOW Business Requirements Section G.10.5.3), and Trouble Ticket and Provisioning/SLA Credit Report (SOW Business Requirements Section G.10.5.4). The Contractor shall commit to a monthly due date. The reports shall be provided to the CALNET Program via the Private Oversight Website (SOW Business Requirements Section G.10.2);
4. SLA invoicing credit and refund process;
5. Contractor SLA problem resolution process for SLA management and SLA reporting. The Contractor shall provide a separate process for Customers and CALNET Program; and,
6. Contractor SLA Manager to manage all SLA compliance and reporting. The Contractor shall include SLA Manager contact information for SLA inquiries and issue resolution for Customer and CALNET Program.

30.5.6 Technical SLA General Requirements

The Contractor shall adhere to the following general requirements which apply to all CALNET Technical SLAs (Section 30.5.8):

1. With the exception of the Provisioning SLA (Section 30.5.8.6), the total SLA rights and remedies for any given month shall not exceed the sum of 100% of the Total Monthly Recurring Charges (TMRC). Services with usage charges shall apply the Average Daily Usage Charge (ADUC) in addition to any applicable TMRC rights and remedies;
2. If a circuit or service fails to meet one or more of the performance objectives, only the SLA with the largest monthly Rights and Remedies will be credited to the Customer, per event;
3. The Contractor shall apply CALNET SLAs and remedies for services provided by Subcontractors and/or Affiliates;
4. The Definition, Measurement Process, Objectives, and Rights and Remedies shall apply to all services identified in each SLA. If a Category

is listed in the SLA, then all services under that Category are covered under the SLA. Exceptions must be otherwise stated in the SLA; and,

5. TMRC rights and remedies shall include the service, option(s), and feature(s) charges.
6. The Contractor shall proactively and continuously monitor and measure all Technical SLA objectives.
7. The Contractor shall proactively credit all rights and remedies to the Customer within 60 calendar days of the trouble resolution date on the trouble ticket or within 60 calendar days of the Due Date on the Service Request for the Provisioning SLA.
8. To the extent that Contractor offers additional SLAs, or SLAs with more advantageous rights and/or remedies for same or similar services offered through tariffs, online service guides, or other similarly situated government contracts (Federal, State, County, City), The State will be entitled to the same rights and/or remedies therein. The Contractor shall present the SLAs to CALNET Program for possible inclusion via amendments;
9. The Contractor shall apply CALNET DNCS SLAs and remedies to services provided in all areas the Contractor provides service and/or open to competition (as defined by the CPUC). Any SLAs and remedies negotiated between Contractor and Incumbent Local Exchange Carriers in territories closed to competition shall be passed through to the CALNET DNCS Customer;
10. The election by CALNET Program of any SLA remedy covered by this Contract shall not exclude or limit CALNET Program or any Customer's rights and remedies otherwise available within the Contract or at law or equity;
11. The Contractor shall apply rights and remedies when a service fails to meet the SLA objective even when backup or protected services provide Customer with continuation of services;
12. The Contractor shall act as the single point of contact in coordinating all entities to meet the State's needs for provisioning, maintenance, restoration and resolution of service issues or that of their Subcontractors, Affiliates or resellers under this Contract;
13. The Customer Escalation Process and/or the CALNET CMO Escalation Process shall be considered an additional right and remedy if the Contractor fails to resolve service issues within the SLA objective(s);
14. Trouble reporting and restoration shall be provided 24x7 for CALNET services;

15. SLAs apply 24x7 unless SLA specifies an exception;
16. Contractor invoices shall clearly cross reference the SLA credit to the service Circuit ID in accordance with SOW Business Requirements Section G.6;
17. The Contractor shall provide a CALNET DNCS SLA Manager responsible for CALNET DNCS SLA compliance. The SLA Manager shall attend regular meetings and be available upon request to address CALNET Program SLA oversight, report issues, and problem resolution concerns. The CALNET DNCS SLA Manager shall also coordinate SLA support for Customer SLA inquiries and issue resolution;
18. The Contractor shall provide Customer and CALNET Program support for SLA inquiries and issue resolution; and,
19. Any SLAs and remedies negotiated between Contractor and third party service provider in territories closed to competition shall be passed through to the CALNET DNCS Customer.

30.5.7 Trouble Ticket Stop Clock Conditions

Only the following conditions shall be allowed to stop the duration of the Service Level Agreements. The Contractor shall document durations using the Stop Clock Condition (SCC) listed in Table 30.5.7.a, which must include start and stop time stamps in the Contractor's Trouble Ticket Reporting Tool (SOW Business Requirements Section G.10.4) or Customer provisioning Service Request for each application of an SCC.

The Contractor shall not consider "cleared while testing" or "no trouble found" as a SCC.

Contractor observation timeframes, not requested by End-User, after incident resolution shall not be included in Outage Duration reporting.

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

Table 30.5.7 – Stop Clock Conditions

Line Item	Stop Clock Condition (SCC)	SCC Definition
1	END-USER REQUEST	Periods when a restoration or testing effort is delayed at the specific request of the End-User. The SCC shall exist during the period the Contractor was delayed, provided that the End-User's request is documented and time stamped in the Contractor's trouble ticket or Service Request system and shows efforts are made to contact the End-User during the applicable Stop Clock period.
2	OBSERVATION	Time after a service has been restored but End-User request ticket is kept open for observation. If the service is later determined by the End-User to not have been restored, the Stop Clock shall continue until the time the End-User notifies the Contractor that the Service has not been restored.
3	END-USER NOT AVAILABLE	Time after a service has been restored but End-User is not available to verify that the Service is working. If the service is later determined by the End-User to not have been restored, the Stop Clock shall apply only for the time period between Contractor's reasonable attempt to notify the End-User that Contractor believes the service has been restored and the time the End-User notifies the Contractor that the Service has not been restored.
4	WIRING	Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor or any of its Subcontractors or Affiliates. If it is later determined the wiring is not the cause of failure, the SCC shall not apply.
5	POWER	Trouble caused by a power problem outside of the responsibility of the Contractor.
6	CUSTOMER PROVISIONING DELAY	Delays to Provisioning caused by lack of Customer's building entrance Facilities, conduit structures that are the Customer's responsibilities or Extended demarcation wiring. If the Service Providing Contractor has been contracted by the Customer for extended demarcation, this SCC shall not apply to missed dates/times. The Customer Provisioning Delay SCC is restricted to Provisioning SLAs only.

Line Item	Stop Clock Condition (SCC)	SCC Definition
7	ACCESS	<p>Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following:</p> <ul style="list-style-type: none"> a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative; b. Site contact refuses access to technician who displays proper identification; c. Customer provides incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact information and takes steps to obtain the correct information; or, d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem. <p>If it is determined later that the cause of the problem was not at the site in question, then the Access SCC shall not apply.</p>
8	STAFF	<p>Any problem or delay to the extent caused by End-User's staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a timely request to End-User staff to correct the problem or delay and document in trouble ticket.</p>
9	APPLICATION	<p>End-User software applications that interfere with repair of the trouble.</p>
10	CPE	<p>Repair/replacement of Customer Premise Equipment (CPE) not provided by Contractor if the problem has been isolated to the CPE. If determined later that the CPE was not the cause of the service outage, the CPE SCC will not apply.</p>

Line Item	Stop Clock Condition (SCC)	SCC Definition
11	NO RESPONSE	Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close of trouble tickets after the Service has been restored as long as Contractor can provide documentation in the trouble ticket substantiating the communication from Contractor's technician.
12	MAINTENANCE	An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET DNCS service. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs shall apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to the Maintenance SCC.
13	THIRD PARTY	Any problem or delay caused by a third party not under the control of Contractor, not preventable by Contractor, including, at a minimum, cable cuts not caused by the Contractor. Contractor's Subcontractors and Affiliates shall be deemed to be under the control of Contractor with respect to the equipment, services, or Facilities to be provided under this Contract.
14	FORCE MAJEURE	Force Majeure events, as defined in the eVAQ General Provisions - Telecommunications, Section 28 (Force Majeure).
15	Customer Environmental	An outage directly caused by customer premise environmental conditions, which are outside the control and responsibility of the Contractor. This includes a non-secured location, excessive heat or lack of cooling. If determined later that the environmental conditions were not the cause of the service outage, or a result of the Contractor modifying Contractor provided equipment without Customer's approval, the Customer Environmental SCC will not apply.

The Contractor shall provide and manage the following Technical SLAs.

30.5.8 Technical Service Level Agreements (SLA)

30.5.8.1 Availability (M-S)

SLA Name: Availability

Definition:

The percentage of time a CALNET DNCS service is fully functional and available for use each calendar month.

Measurement Process:

The monthly Availability Percentage shall be based on the accumulative total of all Unavailable Time derived from all trouble tickets closed, for the individual affected service (per Circuit ID or Service ID), per calendar month. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 x number of days in the month. All Unavailable Time applied to other SLAs, which results in a remedy, will be excluded from the monthly accumulated total.

Services:

Broadband with Internet Service

Objectives:

The objective will be based on the access type identified in the table below:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
BIS	≥ 95%	≥ 97%	≥ 99%	S - Standard

Rights and Remedies:

1. Per Occurrence:
 - End-User Escalation Process
 - CALNET CMO Escalation Process
2. Monthly Aggregated Measurements:

- Each month the service fails to meet the committed SLA objective shall result in a 15% credit or refund of the TMRC.

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

SLA Name: Catastrophic Outage 1 (CAT 1)

Definition:

The total loss of service at a single site resulting in the loss of service to five or more circuits or any single service at 500Mbps or greater.

Measurement Process:

The Outage Duration begins when a network alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by a Customer, or the Contractor, whichever occurs first. The Contractor shall open a trouble ticket for each service (Circuit ID or Service ID) affected by the common cause. Each End-User service is deemed out of service from the first notification until the Contractor determines the End-User service (Circuit ID or Service ID) is restored minus SCC. Any service reported by a Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

Services:

Broadband with Internet Service

Objectives:

The objective restoral time will be:

Service Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
BIS	≤ 12 hours	≤ 8 hours	≤ 4 hours	B - Basic

Rights and Remedies:

1. Per Occurrence:
 - 100% credit or refund of the TMRC for each End-User service not meeting the committed objective for each CAT 1 fault.
2. Monthly Aggregated Measurements:

- N/A

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

SLA Name: Catastrophic Outage 2 (CAT 2)

Definition:

A total failure of a service type in a central office, headend (or equivalent facility), other than access, that results in a CALNET DNCS service failure. Or, a backbone failure or failure of any part of the equipment associated with the backbone that causes a CALNET DNCS service failure.

Measurement Process:

The Outage Duration begins when a network alarm is received by the Contractor from the outage-causing event or the opening of a trouble ticket by the Customer or Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall compile a list for each End-User service affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID or Service ID) basis from information recorded from the network equipment/system or a Customer reported trouble ticket. Each End-User service (Circuit ID or Service ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

Services:

Broadband with Internet Service

Objectives:

The objective restoral time will be:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
BIS	≤ 6 Hours	≤ 4 Hours	≤ 2 Hour	B - Basic

Rights and Remedies:

1. Per Occurrence:

- 100% credit or refund of the TMRC for each End-User service not meeting the committed objective per occurrence objective for a single CAT 2 fault.

2. Monthly Aggregated Measurements:

- N/A

30.5.8.4 Excessive Outage (M-S)

SLA Name: Excessive Outage

Definition:

Any failure that prevents full functionality of the service that remains unresolved for more than the committed objective level.

Measurement Process:

This SLA is based on trouble ticket Unavailable Time. The circuit or service is not fully functional during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If the Customer reports a partial or complete service that is not fully functional and remains unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.

Services:

Broadband with Internet Service

Objectives:

The Unavailable Time objective shall not exceed:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
BIS	36 Hours	28 Hours	20 Hours	B - Basic

Rights and Remedies:

1. Per Occurrence:

- 100% credit or refund of the TMRC for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level.
- Upon request from the Customer or the CALNET Program, the Contractor shall provide a briefing on the excessive outage restoration.

2. Monthly Aggregated Measurements:

- N/A

30.5.8.5 Notification

SLA Name: Notification

Definition:

The Contractor notification to the CALNET Program and designated stakeholders in the event of a CAT 1 or CAT 2 failure, terrorist activity, threat of natural disaster, or actual natural disaster which results in a significant loss of telecommunication services to CALNET DNCS End-Users or has the potential to impact services in a general or statewide area. The State understands initial information requiring the nature of the outage may be limited.

Measurement Process:

The Contractor shall adhere to the Network Outage Response requirements (SOW Business Requirements Section G.3.3, Network Outage Response) and notify the CALNET Program and designated stakeholders for all CAT 2 and CAT 3 Outages or for network outages resulting in a significant loss of service. Notification objectives will be based on the start time of the outage failure determined by the opening of a trouble ticket or network alarm, whichever occurs first. For events based on information such as terrorist activity or threat of natural disaster, the Contractor shall notify the CALNET Program and designated stakeholders when information is available for dissemination to the Customers.

Services:

Broadband with Internet Service

Objectives:

Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify the CALNET Program and designated stakeholders using a method defined in SOW Business Requirements, Network Outage Response.

At 60-minute intervals, updates shall be given on the above-mentioned failures via the method defined in SOW Business Requirements, Network Outage Response.

This objective is the same for Basic, Standard and Premier Commitments.

Rights and Remedies:

1. Per Occurrence:
 - Senior Management Escalation
2. Monthly Aggregated Measurements:
 - N/A

30.5.8.6 Provisioning (M-S)

SLA Name: Provisioning

Definition:

Provisioning shall include new services, moves, adds and changes, completed by the Contractor on or before the due dates. The Provisioning SLA shall be based on committed installation intervals established in this SLA or due dates negotiated between the Customer and the Contractor documented on the Contractor's order confirmation notification or Contracted Project Work SOW in accordance with SOW Business Requirements Section G.2.5.4, Provisioning and Implementation. The Contractor shall meet the committed interval dates or due date negotiated with the Customer. If the Customer agrees to a negotiated due date, the negotiated due date supersedes the committed interval. At the Customer's discretion, if the scope of the Service Request(s) meets the Coordinated or Managed Project criteria, negotiated due dates will be established and documented in the Project Timeline per SOW Business Requirements Section G.8, Contracted Service Project Work.

Provisioning SLAs have two objectives:

Objective 1: Individual service installation; and,
 Objective 2: Successful Install Monthly Percentage by service type.
 Note: Provisioning timelines include extended demarcation wiring when appropriate.

Measurement Process:

Objective 1: Individual Service Installations: Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between the Customer and the Contractor. This objective requires the Contractor to meet the due date for each individual service installation. This includes individual circuit/service level installations for Coordinated and Managed Projects.

Objective 2: Successful Install Monthly Percentage per Service Type: The Contractor shall sum all individual installations per service, as listed below, meeting the objective in the measurement period and divide by the sum of all individual service installations due per service in the measurement period and multiply by 100 to equal the percentage of service installations completed on time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.

Services:

Features must be installed in conjunction with the service except when listed below:

Service	Committed Interval Days	Coordinated/Managed Project
BIS	30	Coordinated/Managed Project

Objectives:

Objective 1: Individual service installation: Service provisioned on or before the due date per installation Service Request.

Objective 2: Monthly Average percent by service type:

Access Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
BIS	≥ 90%	N/A	≥ 95%	P - Premier

Rights and Remedies:

1. Per Occurrence:

- Objective 1: Individual service installations: 50% of installation fee credited to the Customer for any missed committed objective.

2. Monthly Aggregated Measurements:

- Objective 2: 100% of the installation fee credited to the Customer for all service installations (per service type) that did not complete within the committed objective during the month if the Successful Install Monthly Percentage is below the committed objective.

30.5.8.7 Time to Repair (M-S)

SLA Name: Time to Repair

Definition:

Any failure that prevents full functionality of the service that remains unresolved for more than the committed objective level.

Measurement Process:

This SLA is based on trouble ticket Unavailable Time per service (Circuit ID or Service ID). The circuit or service is not fully functional during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If the Customer reports a service that is not fully functional and remains unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time. This SLA is applied per occurrence.

Services:

Broadband with Internet Service

Objectives:

The Unavailable Time objective shall not exceed:

Service Type	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
BIS	20 Hours	16 Hours	12 Hours	B - Basic

Rights and Remedies:

1. Per Occurrence:

- 25% credit or refund of the TMRC for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level.

2. Monthly Aggregated Measurements:

- N/A

30.5.8.8 Unsolicited Service Enhancement SLAs

All unsolicited service enhancements shall be considered a feature of the service, and therefore shall be included as such under the SLAs as defined in this section.

30.5.8.9 Proposed Unsolicited Offerings

The Contractor shall provide SLAs as defined in SLA Section 30.5.8 for each unsolicited offering determined by the CALNET Program not to be a feature of a service or a component of an unbundled service identified in the technical requirements. SLA tables shall be amended after Contract award to include all new unsolicited services.

30.5.8.10 Contract Amendment Service Enhancement SLAs

All Contract amendment service enhancements shall be considered a feature of the service, therefore included as such under the SLAs as defined in Section 30.5.8.