

at&t

Authorized Users are advised to reference the various contract holders for the types of services desired. Below is a guide for specific levels of service by various contracts holders. Multiple awards have been made under this Comprehensive Telecommunications procurement to enable Authorized Users to select services and levels of services to meet their specific requirements and select the best value.

TYPE OF TROUBLE ²	RESPONSE TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical ¹ – (Voice Services)	2 hour or less		Exceed	
Non-Critical ¹ –(OneNet)	2 hour or less		Exceed	
Critical ¹ , single line/circuit(Core Data)	1 hour or less		Exceed	
Critical ¹ , single line/circuit (Managed)	1 hour or less		Exceed	
OPX	1 hour or less			No bid
DS-0 Circuits	1 hour or less		Exceed	
ISDN BRI Circuits	1 hour or less			No bid
ATM	1 hour or less		Exceed	
T1	1 hour or less		Exceed	
T3	1 hour or less		Exceed	
Frame Relay	1 hour or less		Exceed	
ISDN (PRI)	1 hour or less		Exceed	
DSL	1 hour or less		Exceed	
OC3 to OC192	1 hour or less		Exceed	
Critical ¹ , multiple lines/Circuits	1 hour or less		Exceed	
Significant (over 25% of installed base) Service affecting Outage	IMMEDIATE		Exceed	
Catastrophic (over 50% of installed base) Service Outage ² Loss of any Critical Contracting agency, department or organization	IMMEDIATE		Exceed	
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every15 Minutes		Exceed	

TYPE OF TROUBLE ²	RESTORAL TIME	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical ¹ (Voice Services)	5 hour or less	Meet		
Non-Critical (OneNet)	5 hour or less		Exceed	
Critical ¹ , single line/circuit (Core Data)	3 hour or less			Note, Meet 4 hours or less
Critical ¹ , single line/circuit (Managed)	3 hour or less	Meet		
Centrex	4 hour or less			No Bid

1MB/POTS	4 hour or less	Meet		
Flexpath-Like Service	4 hour or less	Meet		
Analog Trunk Lines (DID, DOD and Combination)	4 hour or less	Meet		
OPX	4 hour or less	Meet		
DS-0 Circuits	4 hour or less	Meet		
ISDN BRI Circuits	4 hour or less			No Bid
ATM	3 hour or less			Note, Meet 4 hours or less
T1	3 hour or less			Note, Meet 4 hours or less
T3	3 hour or less			Note, Meet 4 hours or less
Frame Relay	3 hour or less			Note, Meet 4 hours or less
IDS (PRI)	3 hour or less		Exceed	
DSL	3 hour or less			Note, Meet 4 hours or less
OC3 to OC192	3 hour or less			Note, Meet 4 hours or less
Critical¹, multiple lines/Circuits	3 hour or less	Meet		
Significant (over 25% of installed base) Service affecting Outage	2 hours or less Utilize escalation List procedures	Meet		
Catastrophic (over 50% of installed base) Service Outage² Loss of any Critical Contracting agency, department or organization	1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list	Meet		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Not Applicable			

¹ Services indicated as being “critical” or “priority” or “public health and safety” shall, for purposes of the above table, all be deemed to be covered by the label “critical.” The State and Authorized Users reserve the right, upon at least seven days’ advance notice to the Contractor, to designate the products, circuits, services and Authorized User, departments or organizations deemed to be “critical,” or “priority,” or “public health and safety,” and the Contractor shall be bound by such designations. Other services, for purposes of the above table, shall be deemed “non-critical.”

² The definition of “Outage” or “Trouble” or “Service-Affecting Trouble” is defined as any circuit, product or service that does not operate within contracted service level agreements. For purposes of this contract, the terms are considered to be

synonymous. See LIQUIDATED DAMAGES (below) for liquidated damages that may be assessed for failure to respond to or repair a Trouble or Outage within the contractual timeframe(s).

**Service Level Agreements for AT&T Access
AT&T Private Line Service Level Agreement**

for:

T1, Fractional T3, T3, OC3, OC12, OC48

Private Line Ethernet Services

Broadband Wireless Service - 38 GHz access to NYeNET

The Service Assurance Warranty (SAW) reinforces AT&T's commitment to service quality and reliability by crediting businesses if they experience an interruption on their domestic T1, Fractional T3, T3, OC3, OC12, OC48 and Private Line Ethernet Services.

The Service Assurance Warranty applies to T1, Fractional T3, T3, OC3, OC12, OC48 and Private Line Ethernet Inter-Office channels. If the IOC service also includes Total Service Access, the SAW is extended to the Local Channel.

With this warranty, AT&T will credit customers based on a credit schedule for any outage up to 100% of the monthly service. The warranty applies to the entire portion of the circuit that AT&T provides or bills and includes charges for IOC's, Local Channels (if Total Service), Central Office Connections, Access Coordination Functions, Enhanced Reliability Option, Enhanced Diverse Routing Option, T1-T3 Monitor, AT&T Bandwidth Manager (ABM) or other charges billed with T1 and T3 circuits. Credits are applied to the next month's bill.

To participate in the program, a customer must have a circuit with a T1, Fractional T3, T3, T32, OC3, OC12, OC48 or Private Line Ethernet IOC component. Then, the customer needs only to report a trouble following normal procedures and release the circuit for troubleshooting and repair. Most measured troubles reported to AT&T are included in the credit calculation. However, reported troubles for which no problem is found, or if the problem is found to be in the customer's premises equipment are excluded from the plan.

Total credits are determined by the number of times service is interrupted and the length of outage for each circuit during a month. Each interruption is calculated independently for each circuit and could be as much as 100 percent of the monthly circuit bill, if more than one interruption occurs.

Credits are automatically reflected and applied to the next month's bill. No credits are carried over to later months. Discounts due to pricing plans are applied prior to applying the credit. Credit percentages increase as the outage time increases. For example, each outage, equal to or greater than 1 minute, but less than 1 hour is eligible for a 5-percent credit. The maximum credit for a single outage is 50 percent for an interruption longer than 9 hours.

Notes:

The terms and conditions of the SAW may vary and will be defined in the Customer's Contract.

OC192 Service is not covered under SAW. The Customer Credit Allowance (CCA) applies to this service.

OCX Premium Service Option is not covered under SAW. The Enhanced Service Assurance Warranty (E-SAW) applies to this option.

Credit Schedule

<i>If Outage is From:</i>	<i>If Outage Is Up To:</i>	<i>Credit Applied Is:</i>
1 min	59 min	5%
1 hr	1 hr 59 min	10%
2 hr	2 hr 59 min	15%
3 hr	3 hr 59 min	20%
4 hr	4 hr 59 min	25%
5 hr	5 hr 59 min	30%
6 hr	6 hr 59 min	35%
7 hr	7 hr 59 min	40%
8 hr	8 hr 59 min	45%
9 hr	> 9 hr	50%

ACCU-Ring Service - Dedicated Entrance Facility / Service Level Agreement

Credit Allowances for Interruptions. A credit allowance may apply in connection with Service interruptions or failures subject to the exceptions itemized below in WHEN CREDIT ALLOWANCES DO NOT APPLY. Credit allowances, where available, are the sole and exclusive remedy for Service interruptions and failures.

When the following interruptions or failures occur, a credit allowance will be limited to credit for the usage charge for the applicable call:

Interruptions in individual voice calls because of poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by AT&T.

For outbound (originating) voice calls only, reaching the wrong number

When the following interruptions or failures occur, see the credit allowance formula as set forth in the Offer-specific section of this Service Guide:

An interruption in the use of a Service because of a performance failure of the Service.

CUSTOMER'S RESPONSIBILITY

In order to be eligible for a credit allowance, that is specified in this Service Guide, for interruptions in individual calls and for reaching wrong numbers, a Customer must notify an AT&T operator or business office and furnish the called number, the trouble experienced, the type of service, and the time the call was placed.

In order to be eligible for a credit allowance that is specified in the Service Guide for an interruption in Service, the Customer must report the failure to AT&T and release the Service for testing and repair. The interruption period begins when the interruption is reported to AT&T and the Service is released for testing and repair and ends when the Service is operative. Only the interrupted portion of the Service will be eligible for a credit.

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used, unless otherwise expressly covered by the credits specified in this Service Guide.

WHEN CREDIT ALLOWANCES DO NOT APPLY

Credit Allowances do not apply for the following:

Interruptions not reported to AT&T

Interruptions that are due to the failure of utilities, services, equipment or systems not provided by AT&T

Interruptions caused by the Customer, or Users, or third parties

Interruptions caused by Force Majeure events, as defined in the AT&T contract for the affected Service

Periods when the Customer elects not to release a Service for testing and/or repair

Interruptions during any period in which AT&T or its agents are not afforded access to the premises

Interruptions during any period when the Customer or User has released a Service to AT&T for scheduled maintenance or rearrangement purposes, or for implementation of a Customer order

Non-completion of calls due to network busy conditions

For Satellite Services, interruptions due to the effect of sun transit on receiving earth station terminals, or to antenna icing conditions at a Dedicated Earth Station when that station is not equipped with antenna de-icing arrangements

Transmission problems due to a satellite link in Customer-Provided Communications Systems

Interruptions caused by the failure of a Private Line Service connected to a Private Line Local Channel Service, or vice versa. In such cases only the failed portion of the overall service (i.e., Private Line Service or Private Line Local Channel Service) will be eligible for a credit, unless specifically stated otherwise in this Service Guide or in the contract applicable to the Customer's Service.

Interruptions which continue because of the Customer's failure to authorize replacement of any element of Special Construction. The period for which credit is not allowed, begins on the seventh day after the Customer receives AT&T's written notification of the need for such replacement. It ends on the day after receipt of the Customer's written authorization for such replacement,

Interruptions due to the failure of AT&T enhanced services or AT&T provided Customer Premises Equipment, unless otherwise specified in the contract applicable to the Customer's Service.

When Customer elects other available credits, compensation or remedies under this Service Guide or the applicable contract for the same interruption or failure.

Where no credit allowance is set forth in Service-specific section of this Service Guide for a Service interruption.

Temporary Surrender of a Service

In certain instances, the Customer may be asked to surrender a Service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit will be given. One day's credit will be given for each 24 hour period or fraction thereof that the service is surrendered.

Service Level Agreements (Managed Services)

Managed Services SLA	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p>Service Level Agreements (Internet Services - IP)</p> <p>Network Availability Guarantee - 100% The IP Network must be guaranteed to be available and capable of forwarding IP packets 100% of the time, as averaged over a calendar month. The IP network includes the customers access port (the port on the providers aggregation router upon which the customers circuit terminates) and the IP backbone network. The IP backbone network includes owned and controlled routers and circuits (including any transit connections). The Network Availability guarantee does not include the local access circuit (e.g. local loop), Customer Premise Equipment (router or CPE) or Customers Local Area Network (LAN), scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, and force majeure events.</p>	Meet		
<p>If the Network Availability guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA.</p>	Meet		
<p>Latency Guarantee (65 Milliseconds) Bidders must agree that the Contractors IP backbone network must be guaranteed to have an average round trip packet transit time within the IP backbone network over a calendar month of 65ms or less. The average latency is measured as the average of 15-minute samples across the IP backbone network taken throughout the month. The Latency guarantee will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.</p>	Meet		
<p>If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guaranteed under this SLA.</p>	Meet		
<p>Packet Loss</p>	Meet		

Bidders must agree that the maximum average packet loss will be 1 percent or less during any calendar month. If the Packet Loss guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full percentage above the 1 percent average maximum guaranteed under this SLA.			
Packet Loss will not include the local access circuit (e.g. local loop), CPE or Customers LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, and force majeure events.			No Bid

MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS

Bidders must agree that Authorized Users may require more stringent “Service Level or Performance Standards” based on the unique requirements of the Authorized User. For example, shorter response times, on-line support, help desk support, penalties for nonperformance, etc.

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Critical Maintenance Requirements			
It is required that bidders Customer Service Representative or Technical Specialist remain in constant communication with the reporting Authorized Users Representative while service testing is performed by bidders on the affected network service.	Meet		
Bidders must complete all testing of the affected circuits or network service within 30 minutes of the initial service call by the reporting Authorized User.	Meet		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 30 minute testing requirement listed above.	Meet		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within two (2) continuous hours from the time of initial trouble report.	Meet		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair, bidders must notify the reporting Authorized	Meet		

User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.			
In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required four (4) continuous hour time-to-repair, bidders must notify the reporting entity and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	Meet		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Emergency Maintenance Requirements Additionally, the Contractor must provide the following for network services listed in the “emergency maintenance” category:	Meet		
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.	Meet		
Bidders must complete all testing of the affected circuits or network service within 60 minutes of the initial service call by the reporting Authorized User.	Meet		
Bidders must provide reports or records, upon the Authorized Users request, of all required network service testing to confirm compliance with the 60 minute testing requirement listed above.	Meet		
Bidders must contact the reporting Authorized User within 60 minutes of the initial trouble report by the Authorized User with the results of its remote testing.	Meet		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within four (4) continuous hours from the time of initial trouble report.	Meet		
The State of New York understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders are required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within eight (8) continuous hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required eight (8) continuous hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	Meet		

	Meet	Exceed	Does Not Meet
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	Requirement	Requirement	Requirement
<p>ROUTINE MAINTENANCE REQUIRMENTS Additionally, the Contractor must provide the following for network services listed in the “routine maintenance” category:</p>	Meet		
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.	Meet		
Bidders must complete all testing of the affected circuits or network service within four (4) hours of the initial service call by the reporting Authorized User.	Meet		
Bidders must provide reports or records, upon Authorized Users request, of all required network service testing to confirm compliance with the four (4) hour testing requirement listed above.	Meet		
Bidders must contact the reporting Authorized User within four (4) hours of the initial trouble report by the Authorized User with the results of its remote testing.	Meet		
Should the affected network service not be repaired via remote access, the Contractor must have a qualified technician, suitably equipped for the installed service, on site at the Authorized Users location within eight (8) business hours from the time of initial trouble report. (For the purposes of this CONTRACT, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)	Meet		
The Authorized User understands the tentative nature of ensuring that a repair to any network service is completed in a set period of time. Thus, bidders is required to meet all response times listed above. In regards to repair of the service to normal operating status, bidders is required to use commercially reasonable efforts to repair the service within 16 business hours of the initial trouble call from the reporting Authorized User. In the event bidders experiences extraordinary obstacles to its repair of the affected network service within the required 16 business hour time-to-repair, bidders must notify the reporting Authorized User and provide a detailed plan of repair, including how bidders will provision alternative service during the service disruption.	Meet		

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p>IX.5 MAINTENANCE / SERVICE HOURS Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the</p>	Meet		

Authorized User. This may include a request by the Authorized User to provide service (24) hours-a-day, seven (7) days-a-week, 365 days a year.			
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IX.6 RESTITUTION	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
IX.6.1 Credit for “Down Time” The Contractor must credit the reporting Authorized User for any service "downtime" experienced during the monthly billing cycle. “Credit must be issued when “downtime” exceeds the Mean Time To Respond/Repair (MTTR) as defined in Section IX.1.1.1” In addition, credit must be issued when a particular network service experiences “downtime” on more than one occasion during the monthly billing cycle. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted. (Below is broken down per service)			
Non-Critical¹ (Voice Services)	Meet		
Non-Critical (OneNet)		Exceed	
Critical¹, single line/circuit (Core Data)			Note, Meet 4 hours or less
Critical¹, single line/circuit (Managed)	Meet		
Centrex			No Bid
1MB/POTS	Meet		
Flexpath-Like Service	Meet		
Analog Trunk Lines (DID, DOD and Combination)	Meet		
OPX	Meet		
DS-0 Circuits	Meet		
ISDN BRI Circuits			No Bid
ATM			Note, Meet 4 hours or less
T1			Note, Meet 4 hours or less
T3			Note, Meet 4 hours or less
Frame Relay			Note, Meet 4 hours or less
IDS (PRI)		Exceed	
DSL			Note, Meet 4 hours or less
OC3 to OC192			Note, Meet 4 hours or less

MANAGED SERVICES – LOT 3
INTERNET ACCESS SERVICES

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
On-Net Network % Availability — 100%	Meet		
On-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes) that the network is unavailable and adversely affects the contracts eligible entity’s use of services obtained from bidders.	Meet		
Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)	Meet		
Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15	Meet		

minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity's use of services obtained from bidders.			
On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core	Meet		
On-Net Latency Credits - A credit of one day's service fee for each full msec over	Meet		
Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers	Meet		
Off-Net Latency Credits - A credit of one day's service fee for each full msec over	Meet		
On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period	Meet		
On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	Meet		
Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period	Meet		
Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	Meet		

INTERNET SERVICES

Hosting Services

	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Server response time	Meet		
Throughput capacity	Meet		
Server uptime and outages	Meet		
System redundancy	Meet		
Security including network and host-based security	Meet		
Software errors	Meet		
Rights in data	Meet		
User support and escalation procedures	Meet		
Description of hosting facility	Meet		
Electrical power continuity	Meet		
Customer care issues (access to network monitoring and Internet access statistics; access to trouble ticket and change request system; username and password management or other authentication procedures).	Meet		
Installation systems and architecture consulting project management supported server hardware server and server peripheral installation operating system and web/application server software installation and monitoring Web site reporting software installation	Meet		
Regular services proactive network and systems monitoring and notification	Meet		

Maintenance and support management services			
Problem ticketing, escalation and resolution	Meet		
System administration and change management	Meet		
Project management	Meet		
Report metrics and Web statistics reporting	Meet		