

## **SERVICE LEVEL AGREEMENT MATRIX**

### **SERVICE LEVELS, VoIP**

CornerStone Telephone's Service Level agreement provided herein is limited to the scope of services it is proposing in this response to the RFP. Specifically, our response is limited to the VoIP services proposed in Section III.7.

### **Operations Service Levels**

Service Levels for ordering, installing, cutting-over, fault management and maintenance and facilitating end user acceptance of all services will meet the criteria in this RFP. Failure to provide these types of service activities in a timely manner may result in the assessment of Liquidated Damages.

### **Mean Time To Respond/Repair (MTTR)**

CornerStone Telephone will respond to Troubles and Outages (defined in footnote 2 of the following table), and repair such problems, in accordance with the standards contained in the following table. CornerStone's responsibility to respond/repair exists, when there is a Trouble or Outage, without regard to whether or not the CornerStone was at fault in causing such Trouble or Outage. These services shall, for the Types of Trouble listed below, and without regard to the time of day or day of week (including holidays), be performed in accordance with the Response Times and Restoral Times contained in the following table. It is noted that the numbers in the two columns should not be added together; the time in the Restoral Time column includes any time that CornerStone takes to respond to a Trouble or Outage.

"Response Time" begins to be counted at the time that an Authorized User notifies the CornerStone of a Trouble or Outage, or CornerStone's network management organization determines that such a Trouble or Outage exists on its own. Response Time concludes when the appropriate CornerStone staff commences performance of remedial services, either in person or (if a Trouble is capable of being remedied remotely) remotely. In no case is acknowledgment of receipt of notification of a Trouble by CornerStone's service organizations or the simple generation of a trouble ticket to be construed or defined as a "response."

"Restoral Time" (which is sometimes, in the industry, referred to as "Mean Time To Respond/Repair") also begins to be counted at the time that an Authorized User notifies CornerStone of a Trouble or Outage, or CornerStone's network management organization determines that such a Trouble or Outage exists on its own. As used here, the terms "restoral," "restoration" and "repair" are synonymous. Restoral Time ends when the Trouble is cleared and the Authorized User confirms service restoration. The service levels in the following table are for each individual incident not averages or means.

CornerStone Telephone is required to make a record (known as a “trouble ticket”) for each such Trouble or Outage, containing at a minimum the time of commencement, time of response, and time of repair.

TYPE OF TROUBLE <sup>2</sup>	RESPONSE TIME	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical <sup>1</sup>	2 Hour or Less		X		
Critical <sup>1</sup> , Single Line / Circuit	1 Hour or Less		X		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	1 Hour or Less	Service Not Bid			
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 Hour or Less	Service Not Bid			
Critical <sup>1</sup> , multiple lines/Circuits	1 Hour or Less		X		
Significant ( over 25% of installed base) Service affecting Outage	IMMEDIATE		X		
Catastrophic ( over 50% of installed base) Service Outage <sup>2</sup> Loss of any Critical Contracting agency, department or organization	IMMEDIATE		X		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every 15 Minutes		X		

TYPE OF TROUBLE <sup>2</sup>	RESTORAL TIME	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Non-Critical <sup>1</sup>	5 Hours or Less		X		
Critical <sup>1</sup> , Single Line / Circuit	3 Hours or Less		X		
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-		Service Not Bid			

Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits					
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+		Service Not Bid			
Critical <sup>1</sup> , multiple lines/Circuits	3 Hours or Less		X		
Significant ( over 25% of installed base) Service affecting Outage	2 Hours or Less, Escalation		X		
Catastrophic ( over 50% of installed base) Service Outage <sup>2</sup> Loss of any Critical Contracting agency, department or organization	1 Hours or Less, Escalation, DRP		X		
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Not Applicable		X		

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 RFP, 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 MAINTENANCE REQUIREMENTS**

Upon successful installation of network services to the Authorized User, CornerStone Telephone understands and agrees that it is required to provide the highest level of network service maintenance and network service “uptime” to the Authorized User. The following sub-sections address the minimum requirements for post installation network service maintenance by CornerStone.

**Service Level Agreements (VoIP Voice Services)**

OGS and the Authorized Users require Service Level Agreements (SLA) on all voice services proposed in response to Section III of this RFP. Bidders must describe, in their proposal, its standard and optional SLAs for all proposed voice services.

SLA Voice Services	SPECIFIC Location Bid or SLA (Page/Section) Or Service Not Bid
Standard SLA’s	CornerStone Telephone standard SLA – Attachment H
Optional SLA	

**Service Level Agreements (Connectivity Services)**

Services Not Bid

**Service Level Agreements (Managed Services)**

Services Not Bid

**MAINTENANCE REQUIREMENTS AND SERVICE LEVEL AGREEMENTS**

CornerStone Telephone agrees 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.

	SPECIFIC Location	Meet Require-	Exceed Require-	Does Not Meet

	Bid or SLA (Page/Section) or Service Not Bid	ment	ment	Require- ment
<b>CRITICAL MAINTENANCE REQUIREMENTS</b>				
It is required that CornerStone Telephone's 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.		X		
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.		X		
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.		X		
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.		X		
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 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 four (4) continuous hours of the initial trouble call from the reporting entity.		X		
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.		X		
<b>Emergency Maintenance Requirements</b> Additionally, the Contractor must provide the following for network services listed in the "emergency maintenance" category:	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Require- ment	Exceed Require- ment	Does Not Meet Require- ment
Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.		X		
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.		X		
Bidders must provide reports or records, upon the Authorized Users request, of all		X		

required network service testing to confirm compliance with the 60 minute testing requirement listed above.				
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.		X		
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.		X		
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.		X		

<b>ROUTINE MAINTENANCE REQUIREMENTS</b> Additionally, the Contractor must provide the following for network services listed in the "routine maintenance" category:	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.		X		
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.		X		
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.		X		
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.		X		
Should the affected network service not be repaired via remote access, the		X		

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 RFP, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)				
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, bidder 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.		X		

<b>MAINTENANCE / SERVICE HOURS</b>	<b>SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid</b>	<b>Meet Requirement</b>	<b>Exceed Requirement</b>	<b>Does Not Meet Requirement</b>
Hours of operation vary between Authorized Users. The Contractor must determine the actual hours for maintenance service required by the 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.		X		

<b>RESTITUTION</b>	<b>SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid</b>	<b>Meet Requirement</b>	<b>Exceed Requirement</b>	<b>Does Not Meet Requirement</b>
<b>Credit for "Down Time"</b>		X		

<p>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.</p>				
<p><b>Failure to Install Circuit or Commence Service on Due Date</b>  Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows:</p>				
<p>For the Contractors failure to install a circuit or commence service by the required due date, a credit of Fifty Dollars (\$50) per day may be assessed for the first fifteen (15) days, and One Hundred Dollars(\$100) per day for each additional day, up to forty-five (45) calendar days.</p>		X		
<p>If the installation delay is more than forty-five (45) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized Users order for the Contractor to install the circuit(s) and or service(s) and the Authorized User may have the circuit(s) installed and or service(s) provided by a substitute vendor. In this event, the Contractor would also be liable for all reasonable costs incurred by the Authorized User in obtaining such substitute services which are in excess of the contracted charges.</p>		X		
<p><b>Service Credits for Failure to Respond/Repair Troubles</b>  Failure to Respond/Repair Troubles in the timeframes specified above, after the Contractor has been notified of the Trouble by the Authorized User (or determining a Trouble on its own through its network management facilities) may result in liquidated damages, assessed as follows:</p>				
<p>Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of fifty (\$50.00) dollars per hour shall be assessed for each additional hour or part thereof over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly Invoice.</p>		X		
<p>Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours - A credit of one hundred (\$100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.</p>		X		
<p>Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off- Premises</p>		X		

<p>Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits Within four (4) hours - A credit of fifty (\$50.00) dollars per hour shall be assessed for each additional hour or part thereof over the four-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice.</p>				
<p>Failure to Respond/Repair ATM, T1, T3, Frame Relay, ISDN (PRI), DSL and OC-3 to OC-192 Circuits Within three (3) hours – A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for every hour or part thereof over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This shall not exceed the total monthly cost of the circuit.</p>		X		
<p>Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of One Hundred (\$100.00) dollars per hour shall be assessed for each additional hour or part thereof over the three hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.</p>		X		
<p>Failure to Respond/Repair Emergency Service Outages within 45 minutes – For not responding immediately to Declared Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within 45 minutes shall result in the credit assessment of one months recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).</p>		X		
<p>Failure to Respond to Significant Service-Affecting Outage Immediately or Repair Significant Service-Affecting Outage Within two (2) Hours – For not responding immediately to a Significant Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed against the Contractor. Failure to repair within two (2) hours shall result in the credit assessment of one month’s recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).</p>		X		
<p>Failure to Respond to Catastrophic Service-Affecting Outage Immediately or Repair Catastrophic Service-Affecting Outage Within one (1) Hour – For not responding immediately to a Catastrophic Service-Affecting Outage determined by the Authorized User to be the responsibility of the Contractor, a credit of one full months recurring charge for the applicable circuits or services shall be assessed for each hour or part thereof that the Contractor fails to respond. Failure to repair within one (1) hour shall result</p>		X		

in the credit assessment of one month's recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).				
Failure to Provide Timely Quarter-Hour Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outage – For not providing timely quarter-hour status reporting a credit of one tenth (1/10) months recurring charge for the circuits or services not reported on in a timely manner shall be assessed for each quarter-hour update that the Contractor fails to provide in a timely manner. Failure to timely report for longer than one (1) hour shall result in the credit assessment of one month's recurring monthly charges for the circuit or service not reported on.		X		
<b>Chronic Service Outages / Unsatisfactory Performance</b> A credit of one month's recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.		X		
In any subsequent month in which a circuit or service has an Outage after qualifying as a Chronic Service Outage, a credit of one months total recurring charge for the circuit or service may be assessed for that month, in addition to any other liquidated damages that may be assessable for failure to repair.		X		
When a Chronic Service Outage exists for a circuit or service, the Authorized User may direct the Contractor, at no cost to the State or Authorized User to replace the circuit or service with a new one; and the Contractor shall install the new circuit or service in the most expeditious timeframe for installation of a new circuit/service contained in the contract.		X		
In the event that an Authorized contract user determines that the service provided is unsatisfactory and the contractor is deemed to be in breach of contract and the Authorized user must replace the services with comparable service from another contractor the contractor in breach will be responsible for:		X		
providing continued services during the transition period at no additional cost to the Authorized User		X		
all transition expenses or additional costs		X		
assessed damages		X		
<b>Critical / Priority / Public Health and Safety Services</b>				
Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period in individual locations or Authorized User that the State has specified to the Contractor as being critical to "the public health and safety," will, in lieu of the liquidated		X		

<p>damages set forth above, may result in the assessment of one months credit for the entire service category for such individual location or Authorized User (i.e., ATM, T1, OC-3 etc.). Failure to respond within the required time to any subsequent Outage within six months following the third Outage in a consecutive three-month period may, in lieu of the liquidated damages set forth above, result in an additional assessment of one months credit for the entire service category for such location or agency.</p>				
<p><b>Billing Discrepancies</b></p>				
<p>Failure to resolve and correct any conditions resulting in billing discrepancies within 60 calendar days after the Contractor received written notification from the Authorized User may result in liquidated damages, assessed as follows:</p>		X		
<p>Failure to correct the discrepancies within 60 calendar days after notification - A credit of 150% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).</p>		X		
<p>Failure to correct the discrepancies within 120 calendar days after notification - A credit of 200% of any amounts identified as erroneous or non-authorized will be assessed for each occurrence and any payments for the next monthly invoice may be reduced by the identified amount(s).</p>		X		