

# Lighttower Fiber

## IX SERVICE LEVEL AGREEMENT

### IX.1 SERVICE LEVELS, BY CLASS of SERVICE

Unless otherwise specified, all classes of Voice, Connectivity and Managed service in this RFP must be delivered at levels that meet or exceed the technical specifications for each Class of Service detailed in this RFP.

#### IX.1.1 Operations Service Levels

Service Levels for ordering, installing, cutting-over, fault management and maintenance and facilitating end user acceptance of all services must 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.

##### IX.1.1.1 Mean Time To Respond/Repair (MTTR)

The Contractor shall 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. The Contractor's responsibility to respond/repair exists, when there is a Trouble or Outage, without regard to whether or not the Contractor 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 should be noted that the numbers in the two columns should not be added together; the time in the Restoral Time column includes any time that the Contractor takes to respond to a Trouble or Outage.

“Response Time” begins to be counted at the time that an Authorized User notifies the Contractor of a Trouble or Outage, or the Contractor's network management organization determines that such a Trouble or Outage exists on its own. Response Time concludes when the appropriate staff of the Contractor 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 the Contractor'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 the Contractor of a Trouble or Outage, or the Contractor's network management organization determines that such a Trouble or Outage exists on its own. As used in this RFP, 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.

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The Contractor 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	
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 hour or less			X	
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	Every15 Minutes	Note 1			

(Complete chart, provide additional explanations if required)

TYPE OF TROUBLE <sup>2</sup>	RESTORAL TIME	SPECIFIC Location Bid or SLA (Page/Section) or	Meet Requirement	Exceed Requirement	Does Not Meet Requirement

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		Service Not Bid			
<b>Non-Critical<sup>1</sup></b>	<b>5 hour or less</b>	<b>Note 2</b>			
<b>Critical<sup>1</sup>, single line/circuit</b>	<b>3 hour or less</b>	<b>Note 2</b>			
<b>ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+</b>	<b>3 hour or less</b>	<b>Note 2</b>			
<b>Critical<sup>1</sup>, multiple lines/Circuits</b>	<b>3 hour or less</b>	<b>Note 2</b>			
<b>Significant ( over 25% of installed base) Service affecting Outage</b>	<b>2 hours or less Utilize escalation List procedures</b>	<b>Note 2</b>			
<b>Catastrophic ( over 50% of installed base) Service Outage<sup>2</sup> Loss of any Critical Contracting agency, department or organization</b>	<b>1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list</b>	<b>Note 2</b>			
<b>Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates</b>	<b>Not Applicable</b>	<b>Note 2</b>			

(Complete chart, provide additional explanations if required)

<sup>1</sup> 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.”

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<sup>2</sup> 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).

### IX.2 SERVICE MAINTENANCE REQUIREMENTS

Upon successful installation of network services to the Authorized User, the Contractor 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 the Contractor.

#### IX.2.2 Service Level Agreements (Connectivity Services)

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

<b>SLA Connectivity Services</b>	<b>SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid</b>
Standard SLA's	See Notes IX.6.3 – IX.6.6 Below
Optional SLA	

(Complete, provide additional explanations if required)

#### IX.2.3 Service Level Agreements (Managed Services)

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

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<b>Managed Services SLA</b>	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p><b>IX.2.3.1 Service Level Agreements (Internet Services - IP) Network Availability Guarantee - 100%</b></p> <p>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>				<b>X</b>
<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>				<b>X</b>
<p><b>Latency Guarantee (65 Milliseconds)</b></p> <p>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>			<b>X</b>	
<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</p>				<b>X</b>

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full 1ms above the 65ms average maximum guaranteed under this SLA.				
<b>Packet Loss</b> 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.			<b>X</b>	
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.		<b>X</b>		

(Complete, provide additional explanations if required)

<b>SLA Managed Services</b>	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid
Standard SLA's	See Notes IX.6.3 – IX.6.6 Below
Optional SLA	

(Complete, provide additional explanations if required)

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### IX.3 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.

	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<b>IX.3.7 Critical Maintenance Requirements</b>				
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.		<b>X</b>		
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.		<b>X</b>		
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.	<b>Note 3</b>			
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.		<b>X</b>		
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.		<b>X</b>		
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		<b>X</b>		

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disruption.				
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	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p style="text-align: center;"><b>IX.3.8 Emergency Maintenance Requirements</b></p> <p>Additionally, the Contractor must provide the following for network services listed in the “emergency maintenance” category:</p>				
<ul style="list-style-type: none"> <li>• Bidders must commence testing of the affected network service within 30 minutes of receipt of the trouble report from the Authorized User.</li> </ul>		X		
<ul style="list-style-type: none"> <li>• 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.</li> </ul>		X		
<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<b>Note 3</b>			
<ul style="list-style-type: none"> <li>• 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.</li> </ul>		X		
<ul style="list-style-type: none"> <li>• 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.</li> </ul>		X		
<ul style="list-style-type: none"> <li>• 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</li> </ul>		X		

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how bidders will provision alternative service during the service disruption.				
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	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p><b>IX.4 ROUTINE MAINTENANCE REQUIRMENTS</b></p> <p>Additionally, the Contractor must provide the following for network services listed in the “routine maintenance” category:</p>				
<ul style="list-style-type: none"> <li>• Bidders must commence testing of the affected network service within two (2) hours of receipt of the trouble report from the Authorized User.</li> </ul>		<b>X</b>		
<ul style="list-style-type: none"> <li>• 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.</li> </ul>		<b>X</b>		
<ul style="list-style-type: none"> <li>• 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.</li> </ul>	<b>Note 3</b>			
<ul style="list-style-type: none"> <li>• 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.</li> </ul>		<b>X</b>		
<ul style="list-style-type: none"> <li>• 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 RFP, business hours are considered to be between 8:00 am and 6:00 pm, Monday through Friday.)</li> </ul>		<b>X</b>		
<ul style="list-style-type: none"> <li>• 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</li> </ul>		<b>X</b>		

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<p>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.</p>				
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	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p><b>IX.5 MAINTENANCE / SERVICE HOURS</b></p> <p>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.</p>		<b>X</b>		

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<b>IX.6 RESTITUTION</b>	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<p><b>IX.6.1 Credit for “Down Time”</b></p> <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. Bidders must state the percentage or rate of compensation to be applied for circuit downtime based on the services contracted.</p>	<p style="text-align: center;"><b>Note 4</b></p>			
<p><b>IX.6.3 Failure to Install Circuit or Commence Service on Due Date</b></p> <p>Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<p style="text-align: center;"><b>See Note IX.6.3 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<p style="text-align: center;"><b>See Note IX.6.3 Below</b></p>			

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<p><b>IX.6.4 Service Credits for Failure to Respond/Repair Troubles</b></p> <p>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>				
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<p><b>See Note IX.6.4 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises 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.</li> </ul>	<p><b>No Bid</b></p>			
<ul style="list-style-type: none"> <li>▪ 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.</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ 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-</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			

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<p>hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.</p>				
<ul style="list-style-type: none"> <li>▪ 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.).</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ 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.).</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ 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 in the credit assessment of one month’s recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			
<ul style="list-style-type: none"> <li>▪ 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</li> </ul>	<p><b>See Note IX.6.3 Below</b></p>			

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<p>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.</p>				
<p><b>IX.6.5 Chronic Service Outages / Unsatisfactory Performance</b>  A credit of one months recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.</p>	<p>See Note IX.6.5 Below</p>			
<p>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.</p>	<p><b>See Note IX.6.5 Below</b></p>			
<p>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.</p>	<p><b>See Note IX.6.5 Below</b></p>			
<p>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 contactor the contractor in breach will be responsible for:</p> <ul style="list-style-type: none"> <li>• providing continued services during the transition period at no additional cost to the Authorized User</li> <li>• all transition expenses or additional costs</li> <li>• assessed damages</li> </ul>	<p><b>See Note IX.6.5 Below</b></p>			

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<p><b>IX.6.6 Critical / Priority / Public Health and Safety Services</b></p> <p>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 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>See Note IX.6.6 Below</p>			
<p><b>IX.6.7 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>				
<ul style="list-style-type: none"> <li>• 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).</li> </ul>				X
<ul style="list-style-type: none"> <li>• 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).</li> </ul>				X

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<p><b>IX.7 INTERFACING WITH THIRD PARTY CONTRACTORS</b></p> <p>The Contractors Account Team must work in conjunction with any customer premises equipment (CPE), voice, data or video contractor, utilized by the Authorized User, to resolve technical issues that may arise during Authorized Users use of the Contractors communication services thus eliminating the need for the Authorized User to be a mediator in problem resolution. The Contractors Account Team must speak directly with the other contractor, when requested by the Authorized User as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this RFP document. The Contractor is required to attend any contractor meeting arranged by the Authorized User to facilitate the resolution of a technical problem associated with the performance of the contracted communications network services. Should the contractor (or an assigned designee) fail to attend this meeting at the agreed upon date and time without sufficient notice (24 hours) to the Authorized User, the Contractor shall be responsible to reimburse any other contractor(s) for the time expended for this missed meeting with the other contractor(s) rate for a two (2) hour labor charge for one (1) assigned staff member.</p>		X		
<p><b>IX.8 ESCALATION PROCEDURES DURING SERVICE MAINTENANCE</b></p> <p>Bidders must provide escalation procedures to address inadequate maintenance service of the contracted network service. These escalation procedures must include multiple levels of management personnel. Access to additional management personnel must be made available to the Authorized User upon request. In addition, these procedures must include:</p>				
<ul style="list-style-type: none"> <li>• a list of personnel at each level of escalation (titles/positions in place of specific individual names is acceptable);</li> </ul>		X		
<ul style="list-style-type: none"> <li>• contact telephone, fax, pager, cellular numbers for the personnel listed above;</li> </ul>		X		
<ul style="list-style-type: none"> <li>• methods by which escalation is initiated and conducted; and</li> </ul>		X		

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<ul style="list-style-type: none"> <li>• criteria for escalation at each level</li> </ul>				
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### V MANAGED SERVICES – LOT 3

#### V.1 INTERNET ACCESS SERVICES

##### V.1.6 Service Level Agreement

Bidders must provide an SLA for all internet and hosting services with the following as a minimum performance levels.

	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
<ul style="list-style-type: none"> <li>• On-Net Network % Availability — 100%</li> </ul>	See Notes <b>IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>• 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.</li> </ul>	See Notes <b>IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>• Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)</li> </ul>	See Notes <b>IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>• Off-Net Network Availability Credits - 1 day of credit for each hour, or fraction of hour (15 minutes), that the connectivity to this provider is unavailable/unreliable and adversely affects the contracts eligible entity’s use of services obtained from bidders.</li> </ul>	See Notes <b>IX.6.3 – IX.6.6 Below</b>			

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<ul style="list-style-type: none"> <li>On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>On-Net Latency Credits - A credit of one day's service fee for each full msec over</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>Off-Net Latency Credits - A credit of one day's service fee for each full msec over</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			
<ul style="list-style-type: none"> <li>Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over</li> </ul>	<b>See Notes IX.6.3 – IX.6.6 Below</b>			

Notes:

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Note 1: Status will be communicated as appropriate

Note 2: Restoration time based on type and cause of outage.

- Faulty electronics repaired as soon as someone can get on site
- MTTR for Fiber outage is 8 hours
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Note 3: Individual that answers phone is the same one performing the tests and will stay in touch with customer until resolution

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### Note: XI.6.3

Failure to install and/or deliver the services within required time frames may result in the assessment of liquidated damages, as follows:

- For the Contractor's failure to install a circuit or commence service by the required due date plus a five day grace period, a credit of Fifty Dollars (\$50) per day may be assessed for the first fifteen (15) days after the required due date, up to a maximum of \$500, and One Hundred Dollars (\$100) per day for each additional day, up to forty-five (45) calendar day up to a maximum of \$1,000.00.
- If the installation delay is more than ~~forty-five (45)~~ twenty (20) calendar days, then, by written notice to the Contractor, the Authorized User may terminate the Authorized User's 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. No delay credit will be paid to the Authorized User, should the Authorized User terminate the order. 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.

### Note: XI.6.4

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:

- ~~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.~~
- Failure to Respond/Repair any Non-Critical trouble within five (5) hours - A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for any outage over the five-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. No credit will be applied for outages caused by force majeure events.
- ~~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.~~

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- Failure to Respond/Repair Critical Single-Line/Circuit within Three (3) hours- A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for any outage over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. No credit will be applied for outages caused by force majeure events.
- ~~Failure to Respond/Repair Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises 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.~~
- Note: Data Net does not provide Centrex, 1MB/POTS, Flexpath-Like Service.
- ~~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.~~
- 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 any outage over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. No credit will be applied for outages caused by force majeure events.
- ~~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.~~
- Failure to Respond/Repair Critical Multiple Line/Circuit Within Three (3) Hours - A credit of one-thirtieth (1/30) of the circuit monthly cost shall be assessed for any outage over the three-hour response/repair period that the Trouble was not repaired; and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. No credit will be applied for outages caused by force majeure events.
- ~~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.).~~
- Failure to Respond/Repair Emergency Service Outages within 45 minutes - For not responding immediately to a Emergency Service Outages determined by the Authorized User to be the responsibility of the Contractor, A credit

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of one-thirtieth (1/30) of the circuit monthly cost shall be assessed and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. Failure to repair within 45 minutes shall result in the credit of one-thirtieth (1/30) of the circuit monthly cost and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. These assessments cover the entire service category (i.e., ATM, T1, OC-3 etc.). No credit will be applied for outages caused by force majeure events.

- ~~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.).~~
- 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-thirtieth (1/30) of the circuit monthly cost shall be assessed and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. Failure to repair within two (2) hours shall result in the credit of one-thirtieth (1/30) of the circuit monthly cost and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. These assessments cover the entire service category (i.e., ATM, T1, OC-3 etc.). No credit will be applied for outages caused by force majeure events.
- ~~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 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 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-thirtieth (1/30) of the circuit monthly cost shall be assessed and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month. Failure to repair within one (1) hour shall result in the credit of one-thirtieth (1/30) of the circuit monthly cost and the amount deducted from the monthly invoice. This credit shall not exceed the total monthly cost of the circuit for all troubles during the calendar month.

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These assessments cover the entire service category (i.e., ATM, T1, OC-3 etc.). No credit will be applied for outages caused by force majeure events.

- 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.
- Note: Failure Timely Status Updates for Critical Circuit, Critical Multiple Line/Circuit/s, Declared Emergency Service-Affecting Outage or Significant or Catastrophic Service-Affecting Outages once defined. DataNet will provide periodic status reports should any outage exceed three hours.

Note: XI.6.5

*A credit of one months recurring charge may be applied for a circuit or service meeting the definition of Chronic Service Outage in section above.*

*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.*

*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.*

*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 the user has the right to cancel with out penalty. and the Authorized user must replace the services with comparable service from another contactor the contractor in breach will be responsible for:*

- Providing continued services during the transition period at no additional cost to the Authorized User
- All transition expenses or additional costs
- Assessed damages

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Note: XI.6.6

*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 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.*

*Failure by the Contractor to respond within the required time to any three (3) Outages in any consecutive three-month period for the same location the circuit will be considered a Chronic Failure and be addressed as described above in IX.6.5. An authorized User of the State must specific to the Contractor that the circuit is critical to “the public health and safety,” by having the circuit authorized for “Telecommunications Service Priority” (“TSP”) as defined by the FCC and the NYS PSC.*