

## Verizon Wireless

On September 19, 2006, Verizon Wireless indicated on page 1 of our response Section 1.8.E that “Rather than repeat itself in each applicable instance below in this Section IX Service Level Agreement, Verizon Wireless takes general exception to any requirements set forth in this Section IX (including all of its subsections) to the extent that they require Verizon Wireless to guarantee specified service levels or response times, network performance metrics or maintenance activities, or related reporting. Verizon Wireless also takes general exception to the provisions set forth in this Section IX (including all of its subsections) to the extent that they provide for the potential imposition of credits, liquidated damages or other penalties.

Notwithstanding these general exceptions, please refer to Verizon Wireless’ specific responses below for more information regarding our service and network repair/maintenance performance.”

On page 1 of Verizon Wireless’ responses to Section 1.8.E, IX.1 Service Levels, By Class of Service, Verizon Wireless responded with the following regarding our inability to provide service level agreements:

- We recognize the State’s interest in service level agreements for network performance, and although Verizon Wireless does not offer them at this time, in recognition of the State’s keen interest, we will keep the State informed of any change in our company policy, and/or availability of service level goals for network performance.
- The provision of wireless communication services is potentially impacted by many external factors outside the reasonable control of Verizon Wireless, including but not limited to atmospheric and topographical conditions. Therefore, Verizon Wireless does not offer network service level agreements or guarantees with associated penalties such as performance credits, or damages of any kind, for non-performance.
- In our more than sixteen years experience in providing commercial networks, Verizon Wireless has developed internal service level targets that it strives to meet in order to maintain a high level of network performance. One result of these efforts is that Verizon Wireless’ service is designed to support calls with a blocked and lost call rate of less than 2 percent (2%) during the busiest hour of day. This translates into a substantial degree of reliability for our customers.
- Please note that Verizon Wireless employs up-to-date design elements and hardware in our network in an effort to ensure maximum system availability. Cellular radio towers within our network are placed with overlapping radio coverage. Should one tower fail, other towers in close proximity are dynamically capable of handling most or all of the coverage requirements of the failed tower.

On page 2 of Verizon Wireless’ responses to Section 1.8.E, IX.1 Service Levels, By Class of Service, Verizon Wireless provided the following information regarding our network monitoring and maintenance processes:

- Verizon Wireless monitors all facilities, cell sites and switches across the Verizon Wireless nationwide network from two (2) NOCs that are located in New Jersey and Texas, respectively. The NOCs are also in regular contact with the voice and data customer care centers. The NOCs are staffed 24x7 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. Each NOC receives alarms or other indicators that help troubleshoot problems in the network, and provides technicians with key information to analyze and maintain network integrity.
- Network personnel have the ability to dynamically reroute traffic over Verizon Wireless’ network to address switch, microwave, interconnection problems or capacity issues to minimize potential impact to our customers.

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Also on page 2 of Verizon Wireless' responses to Section 1.8.E, IX.1 Service Levels, By Class of Service, Verizon Wireless provided the following information regarding its classification of its outage and alarm conditions:

- Verizon Wireless classifies voice and connectivity alarm conditions as minor, major, or critical. Verizon Wireless requires that alarm conditions be defined using this standard for *all* Verizon Wireless customers. Such standardization allows alarm conditions to be addressed and resolved using objective criteria.

Condition	Severity
Critical	One that prevents, either partially or entirely, call processing, or prevents, or soon will prevent proper billing. An example of this is a Base Transceiver Station (BTS) outage.
Major	One that seriously, or may soon seriously, affect the performance of equipment.
Minor	One that has minimal impact on equipment performance.

- Verizon Wireless takes aggressive action to resolve alarm conditions in a timely fashion. Verizon Wireless Mean Time to Restore (MTTR) is for internal Verizon Wireless use only. However, Verizon Wireless is willing to discuss the restoration times with the State of New York, if necessary.
- Verizon Wireless MTTR metrics are meant for critical, major, and minor alarm conditions in the NOC. MTTR is not based on a particular user or individual problem with voice or data services.

On page 10 of Verizon Wireless' responses to Section 1.8.E, IX 3.3 Access to Maintenance/Trouble Reporting, Verizon Wireless provided information regarding our network outage notification program, which has been expanded since our responses were originally submitted in September 2006:

- Verizon Wireless stated in its original responses: "Verizon Wireless also offers a Large Customer Outage Notification (LCON) service to qualified customers. Currently, this service provides for voice and data unplanned outage notification. Verizon Wireless is currently in the process of developing a method for planned outage notifications whereby qualified customers will be notified of maintenance work being performed on network hardware/software/systems that may result in an outage. Verizon Wireless will discuss this further with the State if and when such program may become commercially available."
- Please note that in addition to the unplanned outage notification described above, Verizon Wireless now also offers outage notifications in the event of a planned (maintenance) network outage.
- In addition, Verizon Wireless is in the process of trialing 1) a "web access system for trouble tickets (GUI access for outage situations), and 2) an "instant messaging (IM) system" for enterprise customers, such as the State of New York, to contact our Wireless Data Technical Services (WDTS) organization. Verizon Wireless will discuss these further with the State if and when such programs may become commercially available.

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## 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.

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.

**\*Note: Many of the terms referred to below generally apply to direct landline connections to the customer, which are owned, operated and controlled by a landline provider. These connections are leased from the landline providers and they are not under Verizon Wireless' control. Notwithstanding the foregoing, the Verizon Wireless NOC does monitor direct connect frame relay and other direct connections between Verizon Wireless and State of NY entities. Any direct connections of this type are treated as a critical outage and Verizon Wireless responds promptly by contacting the appropriate landline provider in the event of an issue, which is the only response that Verizon Wireless can take with respect to direct connections owned and operated by a landline provider. Given that response to and resolution of the underlying issue is solely within the control of the landline provider, however, Verizon Wireless cannot control the response or restoral times of the landline provider.**

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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 (with Explanations)
Non-Critical <sup>1</sup>	2 hour or less	Page 5, Section 1.8.E			<p><b>X</b>                      Verizon Wireless requires that alarm conditions be defined using its own standard for <i>all</i> Verizon Wireless customers so that alarm conditions can be addressed using consistent criteria. Therefore, Verizon Wireless cannot accept the State's definitions of "critical" vs. "non-critical. Verizon Wireless classifies voice and connectivity alarm conditions as minor, major, or critical. Please refer to the classification chart above, which is also contained in our original RFP responses on page 2 of Section 1.8.E, IX.1. Note that any condition that prevents, either partially or entirely, call processing, is deemed by Verizon Wireless to be critical.</p> <p>In addition, Verizon Wireless offers Wireless Priority Service (WPS) in compliance with the National Communication System (NCS) division of the Department of Homeland Security (DHS). WPS is a wireless network solution that will allow Verizon Wireless the ability to assign priority levels to certain government and industry subscribers who have been preauthorized by the NCS pursuant to NCS criteria.</p> <p>As of the original RFP response, Verizon Wireless only offered WPS service in the New York City Metropolitan market within the State of NY. Since September 2006, WPS service is now available in additional NY State metropolitan markets, including Albany, Buffalo, Rochester, Syracuse and others.</p>
Critical <sup>1</sup> , single line/circuit	1 hour or less	Page 5, Section 1.8.E			<p><b>X</b>                      See previous explanation.                      Also, see *Note above.</p>
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	Page 5, Section 1.8.E			<p><b>X</b>                      Not applicable to the provisioning of wireless services.                      See *Note above.</p>
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	1 hour or less	Page 5, Section 1.8.E			<p><b>X</b>                      Not applicable to the provisioning of wireless services.                      See *Note above.</p>
Critical <sup>1</sup> multiple	1 hour or less	Page 5 Section			<p><b>X</b></p>

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lines/Circuits		1.8.E			<p>Verizon Wireless requires that alarm conditions be defined using its own standard for <i>all</i> Verizon Wireless customers so that alarm conditions can be addressed using consistent criteria. Therefore, Verizon Wireless cannot accept the State’s definitions of “critical” vs. “non-critical. Verizon Wireless classifies voice and connectivity alarm conditions as minor, major, or critical. Please refer to the classification chart above, which is also contained in our original RFP responses on page 2 of Section 1.8.E, IX.1. Note that any condition that prevents, either partially or entirely, call processing, is deemed by Verizon Wireless to be critical.</p> <p>In addition, Verizon Wireless offers Wireless Priority Service (WPS) in compliance with the National Communication System (NCS) division of the Department of Homeland Security (DHS). WPS is a wireless network solution that will allow Verizon Wireless the ability to assign priority levels to certain government and industry subscribers who have been preauthorized by the NCS pursuant to NCS criteria.</p> <p>As of the original RFP response, Verizon Wireless only offered WPS service in the New York City Metropolitan market within the State of NY. Since September 2006, WPS service is now available in additional NY State metropolitan markets, including Albany, Buffalo, Rochester, Syracuse and others.</p>
Significant (over 25% of installed base) Service affecting Outage	IMMEDIATE	Page 5, Section 1.8.E			<p>X See previous explanation.</p> <p>Additionally, Verizon Wireless monitors all facilities, cell sites and switches across the Verizon Wireless nationwide network from two (2) Network Operations Centers (NOCs) that are located in New Jersey and Texas and takes aggressive action to resolve alarm conditions in a timely fashion. The NOCs are also in regular contact with the voice and data customer care centers. The NOCs are staffed 24x7 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. Each NOC receives alarms or other indicators that help troubleshoot problems in the network, and provides technicians with key information to analyze and maintain network integrity. Network personnel have the ability to dynamically reroute traffic over Verizon Wireless’ network to address switch, microwave, interconnection problems or capacity issues to minimize potential impact to our customers.</p>
Catastrophic (over 50% of installed base) Service Outage <sup>2</sup> Loss of any Critical Contracting agency, department or organization	IMMEDIATE	Page 5, Section 1.8.E			<p>X See previous explanation.</p>
Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates	Every15 Minutes	Page 5, Section 1.8.E			<p>X Verizon Wireless representatives will work with Customer’s authorized contacts, but cannot commit to providing updates every 15 minutes.</p>

(Complete chart, provide additional explanations if required)

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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 hour or less	Page 5, Section 1.8.E			<p>X</p> <p>Verizon Wireless requires that alarm conditions be defined using its own standard for <i>all</i> Verizon Wireless customers so that alarm conditions can be addressed using consistent criteria. Therefore, Verizon Wireless cannot accept the State’s definitions of “critical” vs. “non-critical. Verizon Wireless classifies voice and connectivity alarm conditions as minor, major, or critical. Please refer to the classification chart above, which is also contained in our original RFP responses on page 2 of Section 1.8.E, IX.1. Note that any condition that prevents, either partially or entirely, call processing, is deemed by Verizon Wireless to be critical.</p> <p>In addition, Verizon Wireless offers Wireless Priority Service (WPS) in compliance with the National Communication System (NCS) division of the Department of Homeland Security (DHS). WPS is a wireless network solution that will allow Verizon Wireless the ability to assign priority levels to certain government and industry subscribers who have been preauthorized by the NCS pursuant to NCS criteria.</p> <p>As of the original RFP response, Verizon Wireless only offered WPS service in the New York City Metropolitan market within the State of NY. Since September 2006, WPS service is now available in additional NY State metropolitan markets, including Albany, Buffalo, Rochester, Syracuse and others.</p>
Critical <sup>1</sup> , single line/circuit	3 hour or less	Page 5, Section 1.8.E			<p>X</p> <p>See previous explanation.</p> <p>Also, see *Note above.</p>
Centrex, 1MB/POTS, Flexpath-Like Service, Analog Trunk Lines (DID, DOD and Combination), Off-Premises Extensions (OPXs), DS-0 Circuits and ISDN BRI Circuits	4 hour or less	Page 5, Section 1.8.E			<p>X</p> <p>Not applicable to the provisioning of wireless services.</p>
ATM, T-1, T-3, Frame Relay, ISDN (PRI), DSL, and OC3 to OC192+	3 hour or less	Page 5, Section 1.8.E			<p>X</p> <p>Not applicable to the provisioning of wireless services.</p>
Critical <sup>1</sup> , multiple lines/Circuits	3 hour or less	Page 5, Section 1.8.E			<p>X</p> <p>Verizon Wireless requires that alarm conditions be defined using its own standard for <i>all</i></p>

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					<p>criteria. Therefore, Verizon Wireless cannot accept the State’s definitions of “critical” vs. “non-critical. Verizon Wireless classifies voice and connectivity alarm conditions as minor, major, or critical. Please refer to the classification chart above, which is also contained in our original RFP responses on page 2 of Section 1.8.E, IX.1. Note that any condition that prevents, either partially or entirely, call processing, is deemed by Verizon Wireless to be critical.</p> <p>In addition, Verizon Wireless offers Wireless Priority Service (WPS) in compliance with the National Communication System (NCS) division of the Department of Homeland Security (DHS). WPS is a wireless network solution that will allow Verizon Wireless the ability to assign priority levels to certain government and industry subscribers who have been preauthorized by the NCS pursuant to NCS criteria.</p> <p>As of the original RFP response, Verizon Wireless only offered WPS service in the New York City Metropolitan market within the State of NY. Since September 2006, WPS service is now available in additional NY State metropolitan markets, including Albany, Buffalo, Rochester, Syracuse and others.</p> <p>Also, see *Note above.</p>
<p><b>Significant ( over 25% of installed base) Service affecting Outage</b></p>	<p><b>2 hours or less Utilize escalation List procedures</b></p>	<p><b>Page 5, Section 1.8.E</b></p>			<p>X See previous explanation.</p> <p>Additionally, Verizon Wireless monitors all facilities, cell sites and switches across the Verizon Wireless nationwide network from two (2) Network Operations Centers (NOCs) that are located in New Jersey and Texas and takes aggressive action to resolve alarm conditions in a timely fashion. The NOCs are also in regular contact with the voice and data customer care centers. The NOCs are staffed 24x7 with experienced personnel who work closely with our regional field operations teams and with our vendors to coordinate and expedite the restoration of service in the event of outages. Each NOC receives alarms or other indicators that help troubleshoot problems in the network, and provides technicians with key information to analyze and maintain network integrity. Network personnel have the ability to dynamically reroute traffic over Verizon Wireless’ network to address switch, microwave, interconnection problems or capacity issues to minimize potential impact to our customers.</p>
<p><b>Catastrophic ( over 50% of installed base) Service Outage<sup>2</sup> Loss of any Critical Contracting agency, department or organization</b></p>	<p><b>1 hour or less Immediately Employ Disaster Recovery Plan; Inform all levels of Contractor technical/ management on escalation list</b></p>	<p><b>Page 5, Section 1.8.E</b></p>			<p>X See previous explanation.</p>

<p><b>Critical Circuit, Critical Multiple Lines/Circuits, Significant and Catastrophic Services affecting Outage. – Status Updates</b></p>	<p><b>Not Applicable</b></p>	<p><b>Page 5, Section 1.8.E</b></p>			<p><b>X</b>  <b>Verizon Wireless representatives will work with Customer’s authorized contacts, but cannot commit to providing updates every 15 minutes.</b></p>
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(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.”

<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.2.1 Service Level Agreements (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.

<p><b>SLA Voice Services</b></p>	<p><b>SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid</b></p>
<p>Standard SLA’s</p>	<p><b>Service Not Bid</b></p>
<p>Optional SLA</p>	<p><b>Service Not Bid</b></p>

(Complete, provide additional explanations if required)

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## 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.

SLA Connectivity Services	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid
Standard SLA's	<b>Service Not Bid</b>
Optional SLA	<b>Service Not Bid</b>

(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>	<p><a href="#">Page 9, Section 1.8.E</a></p>			<p><b>X</b></p> <p>Verizon Wireless can never guarantee 100% network availability because network availability is potentially impacted by many external factors outside the reasonable control of Verizon Wireless. However, network data performance, which includes the wireless data network, is monitored 24x7x365 days per year. This monitoring includes recording and reporting on the health and status of IP based packet control facilities, packet data switching nodes, routers, and their connectivity. In addition, the performance of data ineffective attempts, dropped data connections and throughputs are monitored for every data session on the network. Verizon Wireless also employs an <i>Autotest</i> system that actively performs tens of thousands of tests at geographically diverse locations in order to capture data performance in a known, controlled environment with known devices.</p>
<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>	<p><a href="#">Page 9, Section 1.8.E</a></p>			<p><b>X</b></p> <p>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</p>
<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>	<p><a href="#">Page 9, Section 1.8.E</a></p>	<p><b>X</b></p>		
<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>	<p><a href="#">Page 9, Section 1.8.E</a></p>			<p><b>X</b></p> <p>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</p>

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<p><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</p>	<p>Page 9, Section 1.8.E</p>	<p>X</p>		
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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.	Page 9, Section 1.8.E	N/A		

(Complete, provide additional explanations if required)

SLA Managed Services	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid
Standard SLA's	Page 1 thru 21, Section 1.8.E.
Optional SLA	

(Complete, provide additional explanations if required)

## 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 Require ment	Exceed Require ment	Does Not Meet Requirement
<b>IX.3.7 Critical Maintenance Requirements</b>				<b>Verizon Wireless classifies any problems with network components and connectivity as minor, major, or critical depending on the impact on the service. The classification designates the target time in which to restore the service, and not the timeframe to complete intermediate steps leading to the restoration. A critical outage is one that results or may result in the interruption of call processing. Please note that Verizon Wireless is not providing installed network services in response to this RFP.</b>

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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	Page 12, Section 1.8.E			X Verizon Wireless may be in regular communication with NYS Authorized Users, but cannot be in constant communication.
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performed by bidders on the affected network service.				Please note that Verizon Wireless is not providing installed network services in response to this RFP.
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.	Page 12, Section 1.8.E			X Verizon Wireless classifies any problems with network components and connectivity as minor, major, or critical depending on the impact on the service. The classification designates the target time in which to restore the service, and not the timeframe to complete intermediate steps leading to the restoration. A critical outage is one that results or may result in the interruption of call processing. Please note that Verizon Wireless is not providing installed network services in response to this RFP.
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.	Page 13, Section 1.8.E			X Any Verizon Wireless service outages, should they occur, are tracked through internal trouble tickets. The trouble tickets are updated to indicate status, including work performed up to and through restoration. Please note that while Verizon Wireless' Trouble Tickets are for internal purposes only, Verizon Wireless is willing to discuss the restoration times with the State of New York, if necessary. Also note that Verizon Wireless is not providing installed network services in response to this RFP.
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.	Page 13, Section 1.8.E			X Not applicable as Verizon Wireless is not providing any installed network services. In any event, Verizon Wireless Technicians are on-call 24x7. The on-call technician is paged after it is determined that the network issue cannot be resolved remotely. However, there are times when a trouble diagnosis, together with the time for the on-call technician to be alerted, properly briefed, prepared and to arrive at the destination, can exceed the two (2) hour requested limit. The time to arrive on site will vary based upon those variables and other unforeseen circumstances beyond the control of Verizon Wireless.
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.	Page 13, Section 1.8.E			X Verizon Wireless recognizes that response time is a determining factor in meeting both Verizon Wireless' and customers' goals for restoration. Verizon Wireless does not specify response times as a part of their circuit restoration procedures, although response times can be derived from trouble ticket updates. Please note that Verizon Wireless takes aggressive and immediate action to resolve any Trouble or Outage conditions that may occur.
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.	Page 13, Section 1.8.E			X Verizon Wireless provides regular communication to the customer during the service restoration process. Please note that Verizon Wireless is not providing installed network services in response to this RFP.

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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.3.8 Emergency Maintenance Requirements</b>            Additionally, the Contractor must provide the following for network services listed in the “emergency maintenance” category:</p>				<p><b>Verizon Wireless classifies any problems with network components and connectivity as minor, major, or critical depending on the impact on the service. The classification designates the target time in which to restore the service, and not the timeframe to complete intermediate steps leading to the restoration. A critical outage is one that results or may result in the interruption of call processing. Please note that Verizon Wireless is not providing installed network services in response to this RFP.</b></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>	<p><b>Page 14, Section 1.8.E</b></p>			<p><b>X</b>  <b>Verizon Wireless classifies any problems with network components and connectivity as minor, major, or critical depending on the impact on the service. The classification designates the target time in which to restore the service, and not the timeframe to complete intermediate steps leading to the restoration. A critical outage is one that results or may result in the interruption of call processing. Please note that Verizon Wireless is not providing installed network services in response to this RFP.</b></p>
<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>	<p><b>Page 14, Section 1.8.E</b></p>			<p><b>X</b>  <b>See previous explanation.</b></p>
<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>	<p><b>Page 14, Section 1.8.E</b></p>			<p><b>X</b>  <b>Any Verizon Wireless service outages, should they occur, are tracked through internal trouble tickets. The trouble tickets are updated to indicate status, including work performed up to and through restoration. Please note that while Verizon Wireless’ Trouble Tickets are for internal purposes only, Verizon Wireless is willing to discuss the restoration times with the State of New York, if necessary. Also note that Verizon Wireless is not providing installed network services in response to this RFP.</b></p>
<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>	<p><b>Page 14, Section 1.8.E</b></p>			<p><b>X</b>  <b>Verizon Wireless provides regular communication to the customer during the service restoration process, but cannot commit to contact within designated time periods.</b></p>
<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>	<p><b>Page 14, Section 1.8.E</b></p>			<p><b>X</b>  <b>Not applicable as Verizon Wireless is not providing any installed network services.</b></p>

<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 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.</li> </ul>	<p><b>Page 14, Section 1.8.E</b></p>			<p><b>X</b>  <b>Verizon Wireless recognizes that response time is a determining factor in meeting both Verizon Wireless' and customers' goals for restoration. Verizon Wireless does not specify response times as a part of their circuit restoration procedures, although response times can be derived from trouble ticket updates. Please note that Verizon Wireless takes aggressive and immediate action to resolve any Trouble or Outage conditions that may occur.</b>  <b>Verizon Wireless provides regular communication to the customer during the service restoration process.</b>  <b>Please note that Verizon Wireless is not providing installed network services in response to this RFP.</b></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.4 ROUTINE MAINTENANCE REQUIRMENTS</b>                      Additionally, the Contractor must provide the following for network services listed in the "routine maintenance" category:</p>				<p><b>Verizon Wireless classifies any problems with network components and connectivity as minor, major, or critical depending on the impact on the service. The classification designates the target time in which to restore the service, and not the timeframe to complete intermediate steps leading to the restoration. A critical outage is one that results or may result in the interruption of call processing. Please note that Verizon Wireless is not providing installed network services in response to this RFP.</b></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>	<p><b>Page 16, Section 1.8.E</b></p>			<p><b>X</b>  <b>Verizon Wireless classifies any problems with network components and connectivity as minor, major, or critical depending on the impact on the service. The classification designates the target time in which to restore the service, and not the timeframe to complete intermediate steps leading to the restoration. A critical outage is one that results or may result in the interruption of call processing. Please note that Verizon Wireless is not providing installed network services in response to this RFP.</b></p>
<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>	<p><b>Page 16, Section 1.8.E</b></p>			<p><b>X</b>  <b>See previous explanation.</b></p>
<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>	<p><b>Page 16, Section 1.8.E</b></p>			<p><b>X</b>  <b>Any Verizon Wireless service outages, should they occur, are tracked through internal trouble tickets. The trouble tickets are updated to indicate status, including work performed up to and through restoration. Please note that while Verizon Wireless' Trouble Tickets are for internal purposes only, Verizon Wireless is willing to discuss the restoration times with the State of New York, if necessary.</b></p>

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				Also note that Verizon Wireless is not providing installed network services in response to this RFP.
<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>	Page 16, Section 1.8.E			X Verizon Wireless provides regular communication to the customer during the service restoration process, but cannot commit to contact within designated time periods.
<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>	Page 16, Section 1.8.E			X Not applicable as Verizon Wireless is not providing any installed network services.
<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 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.</li> </ul>	Page 16, Section 1.8.E			X Verizon Wireless recognizes that response time is a determining factor in meeting both Verizon Wireless' and customers' goals for restoration. Verizon Wireless does not specify response times as a part of their circuit restoration procedures, although response times can be derived from trouble ticket updates. Please note that Verizon Wireless takes aggressive and immediate action to resolve any Trouble or Outage conditions that may occur.  Verizon Wireless provides regular communication to the customer during the service restoration process. Please note that Verizon Wireless is not providing installed network services in response to this RFP.

	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> 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>	Page 16, Section 1.8.E	X		

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IX.6 RESTITUTION	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><b>Page 16, Section 1.8.E</b></p>			<p><b>X</b></p> <p><b>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</b></p> <p><b>However, Verizon Wireless does provide certain credits in the event of dropped calls or unavailability of service under certain circumstances, as follows:</b></p> <p><b>If an answered call in the home airtime rate and coverage area is disconnected because of interference and the Subscriber redials the call within 5 minutes of being disconnected, the Customer may receive a one-minute credit. To receive credit, Customer or Subscriber must notify Verizon Wireless within 90 days after the call is disconnected by calling an airtime-free and toll-free number that will be provided to Customer. If, due to the fault of Verizon Wireless, Subscriber is unable to receive Wireless Service while in the Verizon Wireless service area for more than 24 continuous hours, Subscriber will receive a pro rata daily credit for the period without Wireless Service. Credits will not exceed the amount of the monthly access charge for the affected Subscriber. To receive credit, Verizon Wireless must be notified within 90 days after the first bill is received for the period during which the interruption started.</b></p> <p><b>Please note that Verizon Wireless is not providing installed network services in response to this RFP.</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> <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>	<p><b>Page 17, Section 1.8.E</b></p>			<p><b>X</b></p> <p><b>Not applicable as Verizon Wireless is not providing any installed network services.</b></p> <p><b>In any event, Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with failure to perform.</b></p>

<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>	<p><b>Page 17, Section 1.8.E</b></p>			<p><b>X</b> <b>Not applicable as Verizon Wireless is not providing any installed network services.</b></p> <p><b>In any event, Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with failure to perform.</b></p>
<p><b>IX.6.4 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><b>Page 18, Section 1.8.E</b></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>	<p><b>Page 18, Section 1.8.E</b></p>			<p><b>X</b> <b>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</b></p>
<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>	<p><b>Page 18, Section 1.8.E</b></p>			<p><b>X</b> <b>See previous explanation.</b></p> <p><b>In addition, not applicable to the provisioning of wireless services.</b></p>
<p>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.</p>	<p><b>Page 18, Section 1.8.E</b></p>			<p><b>X</b> <b>See previous explanation.</b></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>	<p><b>Page 18, Section 1.8.E</b></p>			<p><b>X</b> <b>See previous explanation.</b></p>
<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</p>	<p><b>Page 18, Section 1.8.E</b></p>			<p><b>X</b> <b>See previous explanation.</b></p>

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<p>part thereof over the three-hour response/repair period that the trouble was not repaired; and the amount deducted from the monthly invoice.</p>				
<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>	<p><a href="#">Page 18, Section 1.8.E</a></p>			<p><b>X</b>  <b>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</b></p>
<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>	<p><a href="#">Page 18, Section 1.8.E</a></p>			<p><b>X</b>  <b>See previous explanation.</b></p>
<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 in the credit assessment of one month’s recurring monthly charges for the entire service category (i.e., ATM, T1, OC-3 etc.).</p>	<p><a href="#">Page 18, Section 1.8.E</a></p>			<p><b>X</b>  <b>See previous explanation.</b></p>
<p>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.</p>	<p><a href="#">Page 18, Section 1.8.E</a></p>			<p><b>X</b>  <b>See previous explanation.</b></p>

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<p><b>IX.6.5 Chronic Service Outages / Unsatisfactory Performance</b></p> <p>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><b>Page 19, Section 1.8.E</b></p>			<p><b>X</b></p> <p><b>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</b></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>Page 19, Section 1.8.E</b></p>			<p><b>X</b></p> <p><b>See previous response.</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>Page 19, Section 1.8.E</b></p>			<p><b>X</b></p> <p><b>See previous response.</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 contractor 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>Page 19, Section 1.8.E</b></p>			<p><b>X</b></p> <p><b>Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with failure to perform.</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><b>Page 19, Section 1.8.E</b></p>			<p><b>X</b> Verizon Wireless does not agree to the imposition of credits, liquidated damages or other penalties associated with network availability or response or repair times.</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>	<p><b>Page 19, Section 1.8.E</b></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>	<p><b>Page 19, Section 1.8.E</b></p>			<p><b>X</b> Verizon Wireless does not agree to the imposition of enhanced credits, liquidated damages or other penalties associated with billing discrepancies.</p>
<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>	<p><b>Page 19, Section 1.8.E</b></p>			<p><b>X</b> Verizon Wireless does not agree to the imposition of enhanced credits, liquidated damages or other penalties associated with billing discrepancies.</p>

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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>	<p>Page 20, Section 1.8.E</p>			<p><b>X</b></p> <p><b>Verizon Wireless is not providing installed network services to the State’s subscribers in response to the State’s RFP.</b></p> <p><b>While Verizon Wireless believes that this does not pertain to the provisioning of wireless services, if the situation arises, Verizon Wireless will attend any meetings described above that are requested.</b></p> <p><b>During the Verizon Wireless network circuit restoration process Verizon Wireless personnel work closely with all necessary parties, including third parties, without the Authorized User serving as an intermediary. However, there may be occasions when the Authorized User may be required to clarify situations or conditions where it is felt that the third party is not aware or where there has been a lack of progress dealing directly with the third party.</b></p>
<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>	<p>Page 20, Section 1.8.E</p>	<p><b>X</b></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>	<p>Page 20, Section 1.8.E</p>	<p><b>X</b></p>		
<ul style="list-style-type: none"> <li>• contact telephone, fax, pager, cellular numbers for the personnel listed above;</li> </ul>	<p>Page 20, Section 1.8.E</p>	<p><b>X</b></p>		
<ul style="list-style-type: none"> <li>• methods by which escalation is initiated and conducted; and</li> </ul>	<p>Page 20, Section 1.8.E</p>	<p><b>X</b></p>		
<ul style="list-style-type: none"> <li>• criteria for escalation at each level</li> </ul>	<p>Page 20, Section 1.8.E</p>	<p><b>X</b></p>		

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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
• On-Net Network % Availability — 100%	<a href="#">Service Not Bid</a>			
• 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.	<a href="#">Service Not Bid</a>			
• Off-Net Network % Availability — 100% readability/availability via connection to bidders tier I(one) Internet Service Provider(s) (ISPs)	<a href="#">Service Not Bid</a>			
• 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.	<a href="#">Service Not Bid</a>			
• On-Net Latency maximum - 30ms round-trip from bidders' facility to US backbone core to core	<a href="#">Service Not Bid</a>			
• On-Net Latency Credits - A credit of one day's service fee for each full msec over	<a href="#">Service Not Bid</a>			
• Off-Net Latency Maximum - Less than 60ms round-trip monthly network wide average to Tier one providers	<a href="#">Service Not Bid</a>			
• Off-Net Latency Credits - A credit of one day's service fee for each full msec over	<a href="#">Service Not Bid</a>			
• On-Net Packet-Loss Maximum - Less than 1% from core to core site, measured as an average over a one-month period	<a href="#">Service Not Bid</a>			
• On-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over	<a href="#">Service Not Bid</a>			
• Off-Net Packet-Loss Maximum - Less than 1% from bidder's regional polling device to their Tier One provider; averaged over a monthly period	<a href="#">Service Not Bid</a>			

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- Off-Net Packet-Loss Credits - A credit of one day's service fee for each full percentage over **Service Not Bid**

## V.2 INTERNET SERVICES

### V.2.1 Hosting Services

Bidders must include with the Web Site and Application Hosting Services a description and copies of all relevant service level agreements or any other documents in which Bidder addresses its commitments in the following areas:

	SPECIFIC Location Bid or SLA (Page/Section) or Service Not Bid	Meet Requirement	Exceed Requirement	Does Not Meet Requirement
• Server response time	Service Not Bid			
• Throughput capacity	Service Not Bid			
• Server uptime and outages	Service Not Bid			
• System redundancy	Service Not Bid			
• Security including network and host-based security	Service Not Bid			
• Software errors	Service Not Bid			
• Rights in data	Service Not Bid			
• User support and escalation procedures	Service Not Bid			
• Description of hosting facility	Service Not Bid			
• Electrical power continuity	Service Not Bid			

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<ul style="list-style-type: none"> <li>• 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).</li> </ul>	<b>Service Not Bid</b>			
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<ul style="list-style-type: none"> <li>• Installation               <ul style="list-style-type: none"> <li>○ systems and architecture consulting</li> <li>○ project management</li> <li>○ supported server hardware</li> <li>○ server and server peripheral installation</li> <li>○ operating system and web/application server software installation and monitoring</li> <li>○ Web site reporting software installation</li> </ul> </li> </ul>	<b>Service Not Bid</b>			
<ul style="list-style-type: none"> <li>• Regular services               <ul style="list-style-type: none"> <li>○ proactive network and systems monitoring and notification</li> <li>○ Maintenance and support management services</li> </ul> </li> </ul>	<b>Service Not Bid</b>			
<ul style="list-style-type: none"> <li>• Problem ticketing, escalation and resolution</li> </ul>	<b>Service Not Bid</b>			
<ul style="list-style-type: none"> <li>• System administration and change management</li> </ul>	<b>Service Not Bid</b>			
<ul style="list-style-type: none"> <li>• Project management</li> </ul>	<b>Service Not Bid</b>			
<ul style="list-style-type: none"> <li>• Report metrics and Web statistics reporting</li> </ul>	<b>Service Not Bid</b>			