

INVITATION FOR BID
IFB C4DNCS19
Data Networks and Communications Services
**CATEGORY 30 – BROADBAND with
INTERNET SERVICE**

WaveDivision Holdings, LLC dba Wave Business

Statement of Work

TECHNICAL REQUIREMENTS

July 2, 2020

Addendum #9

Issued by:

STATE OF CALIFORNIA

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Procurement

PO Box 1810

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Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this Bid remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

AMENDMENT LOG

| Amendment # | Date | Amendment Description |
|--------------------|-------------|--|
| 3 | TBD | Updated Product IDs to match Catalog A |

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TECHNICAL REQUIREMENTS

CATEGORY 30 – Broadband with Internet Service

30.1 OVERVIEW

This Category 30 IFB C4DNCS19 (IFB) provides the State's solicitation for best value solutions for Broadband with Internet Service (BIS). This IFB also describes the technical requirements necessary to support the CALNET program requirements.

This IFB will be awarded to Bidders that meet the award criteria as described in IFB C4DNCS19 Part 1, Bid Evaluation. The CALNET Data Networks and Communications (DNCS) Contract(s) that result from the award of this IFB will be managed on a day-to-day basis by the CALNET Contractor Management Organization (CALNET CMO).

30.1.1 Bidder Response Requirements

Throughout this IFB, Bidders are required to acknowledge acceptance of the requirements described herein by responding to one of the following:

1. Example A (for responses that require confirmation that the Bidder understands and accepts the requirement):

“Bidder understands the requirement and shall meet or exceed it?” (Yes or No Option)

Or,

2. Example B (for responses that require the Bidder to provide a description or written response to the requirement):

“Bidder understands the requirements and shall meet or exceed them?” (Yes or No Option)

Description:”

Or,

3. Example C (for responses contained in Technical Feature and/or Service Tables):

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes or No. |
|-----------|--------------|---------------------|--|-----------------------------|-------------------------------------|
| 1 | | | | | Yes |

30.1.2 Designation of Requirements

All Technical Requirements specified in this IFB are Mandatory and must be responded to as identified in IFB Part 1, SOW Mandatory Technical Requirements by the Bidder. Additionally, some Mandatory requirements are "Mandatory-Scorable" and are designated as "(M-S)".

Costs associated with services shall be included in the prices provided by the Bidder for the individual items included in the Category Cost Worksheets.

Items not listed in the Category Cost Worksheets will not be billable by the Contractor. If additional unsolicited items include the features described in this IFB and are not included as billable in the Category Cost Worksheets, the cost associated with the features shall not be included in the unsolicited price.

Services and features included in the Category Cost Worksheets are those that the Bidder must provide. All Bidders must provide individual prices as indicated in the Category Cost Worksheets in the Bidder's Final Proposal. Items submitted with no price will be considered as offered at no cost.

30.1.3 Pacific Time Zone

Unless specified otherwise, all times stated herein are times in the Pacific Time Zone.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2 BROADBAND WITH INTERNET SERVICE

The Contractor shall provide Broadband with Internet Service through communications facilities managed by the Contractor.

30.2.1 Broadband with Internet Service General Requirements

The Contractor's network shall connect a Customer's Local Area Network (LAN) or application to the Internet by providing transport and Internet Protocol (IP) connectivity. The service shall use the Transmission Control Protocol/Internet Protocol (TCP/IP) to interconnect customer premise equipment (CPE) to the public Internet Service Provider (ISP) networks.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.2 Network Capabilities

The Contractor's network shall have:

1. Established public peering arrangements from the Contractor's network to the Internet.

Bidder understands the Requirement and shall meet or exceed it? Yes

2. Private peering arrangements established from the Contractor's network with redundant links to connect to its private peering partners.

Bidder understands the Requirement and shall meet or exceed it? Yes

3. Support for Customer assigned and Internet Corporation for Assigned Names and Numbers (ICANN) registered IP addresses and domain names.

Bidder understands the Requirement and shall meet or exceed it? Yes

4. Primary and Secondary Domain Name Service (DNS) to provide an authoritative name server for the Customer.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.2.1 Contractor Wi-Fi Hotspot Service Offerings

The Contractor shall not configure services utilizing state-funded (or leased) infrastructure or resources to provide Contractor branded Wi-Fi hotspots for a fee/subscription to the general public. Use of any publicly funded power, facilities, or infrastructure in State leased or owned buildings to provide Contractor fee based Wi-Fi services is considered a gift of public funds.

The Contractor shall not provide Contractor branded Wi-Fi hotspot services for non-CALNET users by piggybacking onto CALNET Customer primary installations or by any other means that utilize publicly funded assets. This restriction includes but is not limited to installation of secondary equipment, circuits, or data channels both land based and wireless.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.2.2 LTE Backup Service Options

If the Contractor provides LTE backup services for Managed Equipment the Contractor shall use current CALNET Cellular provider. All Bidders are required to indicate below that they understand the requirement regardless of their intent to provide LTE backup services.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.3 Standards

As applicable, and when commercially available, the Contractor shall provide Broadband with Internet Service that complies with the following standards:

1. Internet Engineering Task Force (IETF) Requests for Comments (RFCs);
2. ANSI T1;
3. ATM Forum
4. ITU TSS Recommendations;
5. Frame Relay Forum implementation agreements;
6. North American ISDN Users Forum (NIUF);
7. IEEE 802.3 Ethernet Standards;
8. Metro Ethernet Forum (MEF);
9. IETF RFCs for IPv6 when offered commercially by the Contractor;
10. Data over Cable Service Interface Specification (DOCSIS) 3.0 or better;
and,
11. All new versions, amendments, and modifications to the above documents and standards as they become commercially available.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.4 Network Operations and Management

30.2.4.1 General Description

The Contractor's data network(s) shall meet established industry standards.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.4.2 Network Operations Center

The Contractor shall maintain a Network Operations Center (NOC) that is staffed 24x7 that coordinates and manages all data traffic.

The Contractor shall be responsible for the following:

1. Fault management (trouble identification, isolation and notification);
and,

Bidder understands the Requirement and shall meet or exceed it? Yes

2. Monitoring of Contractor's network performance in near real-time to identify capacity blockages and implement controls to optimize network health and performance immediately.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.4.3 Security

30.2.4.3.1 Physical Access

Contractor shall physically secure all facilities through which data traverses Contractor's WAN complying with the physical security controls of NIST SP 800-53, ISO/IEC 27001, or equivalent standards.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.4.3.2 Security Incident Notifications

Upon discovery, the Contractor shall provide the Customer and designated State representatives with security incident notifications that impact CALNET Customers, via telephonic means and email. For purposes of this section, Security Incident is defined in the State Administrative Manual (SAM), Section 5300.4.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.4.3.3 Data Breach Reporting

If Contractor determines that a breach of data has occurred that may involve CALNET Customer data, the nature and scope of the breach (as it affects Customer data) shall be reported to both the Customer and the CALNET CMO within 24 hours of that determination.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.4.3.4 Contractor's Facilities

The Contractor's network solution shall incorporate the following:

1. The Contractor's network equipment locations and data centers shall use carrier grade platforms;

Bidder understands the Requirement and shall meet or exceed it? Yes

2. All Contractor's core network equipment shall be in a hardened facility; and,

Bidder understands the Requirement and shall meet or exceed it? Yes

3. Comply with all applicable building or facility standards applicable to the services being provided.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.5 Broadband with Internet Service Technical Requirements

The service shall connect a Customer’s LAN or application to the Internet by providing transport and IP connectivity to the Internet.

Broadband service delivery may be shared with other subscribers using a distributed bus topology or other similar delivery method.

Broadband Internet Service delivery options may include, but are not limited to the following technologies:

- 1. Digital Subscriber Line (DSL);
- 2. Cable;
- 3. Fiber;
- 4. Wireless; or,
- 5. Broadband over Powerlines (BPL).

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.5.1 Broadband with Internet Service Network Interface Guide

The Bidder shall describe the User-to-Network Interface (UNI) characteristics in the Bidder’s Description, Restrictions, and Limitations column, using Table 30.2.5.1.a, as a guide. Table 30.2.5.1.a is a guide only. Bidder shall follow the format as closely as possible if the guide content does not align with their technology or offering, the Bidder should populate the guide with their technology offering(s).

The Bidder's Product Description shall include the following at a minimum:

- 1. Interface/Access Type(s);
- 2. Network-Side Interface, if applicable;
- 3. Protocol(s) applicable to each speed; and,
- 4. Upload Speed.

Table 30.2.5.1.a Network UNI Interface Table

| Line Item | Interface/Access Type | Network-Side Interface | Protocol |
|------------------|------------------------------|-------------------------------|---------------------------------|
| 1 | Cable Internet | Coaxial Cable Access | Point-to-Point Protocol IPv4/v6 |

| Line Item | Interface/Access Type | Network-Side Interface | Protocol |
|-----------|-------------------------------|---------------------------------|--|
| 2 | Digital Subscriber Line (DSL) | xDSL Access | Point-to-Point Protocol IPv4/v6 |
| 3 | Fiber | Optical Fiber Access | Point-to-Point Protocol IPv4/V6 |
| 4 | Wireless | Wireless Network Interface Card | Point-to-Point or Point-to-MultiPoint Protocol IPv4/v6 |
| 5 | Other | | |

Bidders must provide at least one service/solution for each BIS speed listed in Table 30.2.5.2.a. Additional Broadband with Internet Services that utilize different UNI's with different product identifiers and associated costs should be listed in an Unsolicited table 30.2.5.2.b, in the same fashion as Table 30.2.5.2.a.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.5.2 Broadband with Internet Service

The Bidder shall configure their BIS to allow for the download speeds identified in Table 30.2.5.2.a.

Bidder understands the Requirement and shall meet or exceed it? Yes

The Contractor shall provide always-on Internet access with an IP address that is routable over the Internet as part of the offering and at least one interface (copper or fiber) to the WAN port.

Bidder understands the Requirement and shall meet or exceed it? Yes

The Service shall consist of an Internet Port and Transport and shall include all equipment, modem, gateway (or equivalent), cabling and labor required to provide a UNI at the Customer defined terminating location.

Bidder understands the Requirement and shall meet or exceed it? Yes

The Contractor shall not implement/enforce any data caps for Broadband with Internet Service.

Bidder understands the Requirement and shall meet or exceed it? Yes

Table 30.2.5.2.a – Broadband with Internet Service

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes/No |
|------------------|---------------------|--|---|------------------------------------|--|
| 1 | BIS at 1 Mbps | Broadband with Internet Service at 1 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 5Mbps Product Description: Broadband Internet | WB-3000-20000015 | Yes |
| 2 | BIS at 5 Mbps | Broadband with Internet Service at 5 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 5Mbps Product Description: Broadband Internet | WB-3000-20000015 | Yes |
| 3 | BIS at 10 Mbps | Broadband with Internet Service at 10 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 5Mbps Product Description: Broadband Internet | WB-3000-20000015 | Yes |
| 4 | BIS at 15 Mbps | Broadband with Internet Service at 15 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 5Mbps Product Description: Broadband Internet | WB-3000-20000015 | Yes |
| 5 | BIS at 25 Mbps | Broadband with Internet Service at 25 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 10Mbps Product Description: Broadband Internet | WB-3000-20000055 | Yes |

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes/No |
|------------------|---------------------|---|---|------------------------------------|--|
| 6 | BIS at 50 Mbps | Broadband with Internet Service at 50 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 10Mbps Product Description: Broadband Internet | WB-3000-20000055 | Yes |
| 7 | BIS at 75 Mbps | Broadband with Internet Service at 75 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 20Mbps Product Description: Broadband Internet | WB-3000-20000110 | Yes |
| 8 | BIS at 100 Mbps | Broadband with Internet Service at 100 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 20Mbps Product Description: Broadband Internet | WB-3000-20000110 | Yes |
| 9 | BIS at 200 Mbps | Broadband with Internet Service at 200 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 20Mbps Product Description: Broadband Internet | WB-3000-20000250 | Yes |
| 10 | BIS at 250 Mbps | Broadband with Internet Service at 250 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 20Mbps Product Description: Broadband Internet | WB-3000-20000250 | Yes |

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes/No |
|-----------|-----------------|---|---|-----------------------------|---------------------------------|
| 11 | BIS at 500 Mbps | Broadband with Internet Service at 500 Mbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 30Mbps Product Description: Broadband Internet | WB-3000-20000500 | Yes |
| 12 | BIS at 1 Gbps | Broadband with Internet Service at 1 Gbps | Access/Connectivity Type: Cable Internet Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 30Mbps Product Description: Broadband Internet | WB-3000-20001000 | Yes |

The Bidder may offer Unsolicited Broadband with Internet Speeds in Table 30.2.5.2.b.

Table 30.2.5.2.b – Unsolicited Broadband with Internet Service Speeds

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier |
|-----------|--------------------------------|---|--|-----------------------------|
| 1 | Business Class Internet 10Mbps | Broadband with Internet Service at 10Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 10Mbps Product Description: Broadband Internet | WB-3000-30000010 |
| 2 | Business Class Internet 20Mbps | Broadband with Internet Service at 20Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 20Mbps Product Description: Broadband Internet | WB-3000-30000020 |

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier |
|------------------|---------------------------------|--|--|------------------------------------|
| 3 | Business Class Internet 30Mbps | Broadband with Internet Service at 30Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 30Mbps Product Description: Broadband Internet | WB-3000-30000030 |
| 4 | Business Class Internet 50Mbps | Broadband with Internet Service at 50Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 50Mbps Product Description: Broadband Internet | WB-3000-30000050 |
| 5 | Business Class Internet 100Mbps | Broadband with Internet Service at 100Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 100Mbps Product Description: Broadband Internet | WB-3000-30000100 |
| 6 | Business Class Internet 200Mbps | Broadband with Internet Service at 200Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 200Mbps Product Description: Broadband Internet | WB-3000-30000200 |
| 7 | Business Class Internet 300Mbps | Broadband with Internet Service at 300Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 300Mbps Product Description: Broadband Internet | WB-3000-30000300 |

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier |
|-----------|----------------------------------|---|--|-----------------------------|
| 8 | Business Class Internet 500Mbps | Broadband with Internet Service at 500Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 500Mbps Product Description: Broadband Internet | WB-3000-30000500 |
| 9 | Business Class Internet 1000Mbps | Broadband with Internet Service at 1000Mbps | Access/Connectivity Type: Fiber or MW Network Interface Type: RJ45 Protocol: IPv4 Upload Speed: 1000Mbps Product Description: Broadband Internet | WB-3000-30001000 |

30.2.5.3 Static IP Address

The Contractor shall support statically assigned IPv4 and/or IPv6 addressing which is routable over the Internet.

The Contractor shall provision IP address blocks following American Registry for Internet Numbers (ARIN) and ICANN regulations and guidelines.

The Bidder shall provide Product Description, Restrictions and any limitations using Table 30.2.5.3.a.

Bidder understands the Requirement and shall meet or exceed it? Yes

All Static IP Addresses shall be U.S. Based IP Addresses.

Bidder understands the Requirement and shall meet or exceed it? Yes

Table 30.2.5.3.a - Static IP Address

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes/No |
|------------------|--------------------------|---|---|------------------------------------|--|
| 1 | Single Static IP Address | Single Static assigned IPv4 or IPv6 Address | Cable Internet Single Static IP address | WB-3000-21000001 | Yes |

The Bidder may offer Unsolicited Static IP Address Services or features in Table 30.2.5.3.b.

Table 30.2.5.3.b – Unsolicited Static IP Address Offerings

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier |
|------------------|--------------------------|--|---|------------------------------------|
| 1 | BIS 8 Static IP Address | Business Internet Service 8 Static IP | Cable Internet 8 Static IP address | WB-3000-21000008 |
| 2 | BIS 13 Static IP Address | Business Internet Service 13 Static IP | Cable Internet 13 Static IP address | WB-3000-21000013 |
| 3 | BCI /30 IP Address | BCI /30 IP Address | Broadband Internet /30 IP address | WB-3000-31000001 |
| 4 | BCI /29 IP Address | BCI /29 IP Address | Broadband Internet /29 IP address | WB-3000-31000005 |
| 5 | BCI /28 IP Address | BCI /28 IP Address | Broadband Internet /28 IP address | WB-3000-31000013 |

30.2.5.4 Packet Loss

The Contractor's core network shall have a maximum average packet loss of less than 1% over a calendar month. Packet loss shall be measured using an average of 5-minute samples across the Contractor's network throughout the month. The Bidder may describe their measurement and reporting process in the Bidder Description section below.

Bidder understands the Requirement and shall meet or exceed it? Yes

Bidder Description: Intentionally left blank.

30.2.5.5 Contractor's Core Network Availability (M-S)

The Contractor's core network shall be available and capable of transmitting data in accordance with the Bidder's committed objective indicated in Table 30.2.5.5.a as averaged over a calendar month. The Contractor's network shall include the customer's access port on the Contractor's aggregation router upon which the Customer's circuit terminates and all elements within the Contractor's network.

The Bidder shall indicate the Contractor's Core Network Availability Commitment they commit to provide in Table 30.2.5.5.a.

Table 30.2.5.5.a - Contractor's Core Network Availability Commitment

| Basic (B) | Standard (S) | Premier (P) | Bidder's Objective Commitment (B, S, or P) |
|----------------------|-------------------------|------------------------|---|
| ≥ 99% | ≥ 99.9% | ≥ 99.99% | B - Basic |

The Contractor may describe their measurement and reporting process in the Bidder Description section below.

Bidder understands the Requirement and shall meet or exceed it? Yes

Bidder Description: Availability reporting on core router or CMTS is available upon request and will be provided within 2 weeks. Reporting is calculated by polling core router or CMTS device in five minute increments and calculate availability over a trailing 30 day window.

30.2.5.6 Contractor's Internet Service Delivery - CPE (M-S)

The Contractor's network shall be available and capable of transmitting data in accordance with the Bidder's committed objective indicated in Table 30.2.5.6.a as averaged over a calendar month. The overall network

availability shall include the Contractor's provided CPE and all elements within the Contractor's network.

The Bidder shall indicate the Overall Network Availability Commitment they commit to provide in Table 30.2.5.6.a.

Table 30.2.5.6.a – Customer Network Availability Commitment

| Basic (B) | Standard (S) | Premier (P) | Bidder's Objective Commitment (B, S, or P) |
|------------------|---------------------|--------------------|---|
| ≥ 85% | ≥ 90% | ≥ 95% | B - Basic |

The Contractor may describe their measurement and reporting process in the Bidder Description section below.

Bidder understands the Requirement and shall meet or exceed it? Yes

Bidder Description: Availability reporting on core router or CMTS is available upon request and will be provided within 2 weeks. Reporting is calculated by polling core router or CMTS device in five minute increments and calculate availability over a trailing 30 day window. Does not include Contractor provided CPE.

30.2.5.7 Network Latency (M-S)

The Contractor shall guarantee a monthly average Network Latency for round-trip packets carried between Customer demarcation point and Contractor's Internet Gateway. The Bidder shall indicate the Network Latency guarantee they commit to provide in Table 30.2.5.7.a.

The Bidder shall indicate the Contractor's Network Latency Commitment they commit to provide in Table 30.2.5.7.a.

Table 30.2.5.7.a – Contractor's Network Latency Commitment

| Basic (B) | Standard (S) | Premier (P) | Bidder's Objective Commitment (B, S, or P) |
|------------------|---------------------|--------------------|---|
| ≤ 70ms | ≤ 50ms | ≤ 25ms | B - Basic |

The Contractor may describe their measurement and reporting process in the Bidder Description section below.

Bidder understands the Requirement and shall meet or exceed it? Yes

Bidder Description: Intentionally left blank.

30.2.6 Internet Service Geographic Service Areas

Bidder shall identify the locations where their Broadband with Internet Services are available in Table 30.2.6. The Contractor shall provide the service where commercially available through Contractor owned facilities, third-party agreements, and as allowed by State or Federal regulations. Commitment to provide service is subject to facility availability as determined by the Bidder at time of bid submission and may be reassessed by Contractor at time of service order.

Bidder understands the Requirement and shall meet or exceed it? Yes

Special construction charges that may be required to provide this service are not included in this offering or contained within the CALNET contracts and must be acquired by the customer directly through other procurement means.

Bidder understands the Requirement and shall meet or exceed it? Yes

Bidders may reference Table 30.2.6 in their Catalog A.

Table 30.2.6 – Bidder’s Broadband with Internet Service Locations

| Line Item | Service Location – City or ZIP Code |
|------------------|--|
| 1 | State of California |
| 2 | |

30.2.7 Backup Service Options

If the Contractor provides LTE backup services for Managed Equipment the Contractor shall use current CALNET Cellular provider services. All Bidders are required to indicate below that they understand the requirement regardless of their intent to provide LTE backup services.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.2.8 Additional Unsolicited Broadband with Internet Services and Features

All Bidder equipment, tasks and services required for provisioning of the Services shall be identified in the Bidder's Product Description, Restrictions and Limitations field in Table 30.2.8.

Table 30.2.8 – Additional Unsolicited Broadband Services and Features

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier |
|-----------|--------------|---------------------|--|-----------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

30.3 NETWORK DISASTER/OPERATIONAL RECOVERY

When applicable, the Contractor shall comply with the Federal Communications Commission (FCC) Telecommunications Service Priority (TSP) Program and be in compliance with all related California Public Utilities Commission (CPUC) and FCC requirements.

Should TSP not be applicable to the Contractor's BIS solution, the Contractor shall provide an internal process for expedited installation or restoration of broadband circuits that are identified as a priority in the event of a state or federally declared emergency.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.4 OTHER SERVICES

30.4.1 Hourly Rates for Services

The hourly classifications of hours worked for services described in this section will be as follows:

1. Regular Hours – Hours worked between 8:00AM and 4:59PM, Monday through Friday.
2. Overtime Hours – Hours worked between 5:00PM and 7:59AM, Monday through Friday and all day Saturday.
3. Sunday and Holiday Hours – Any hours worked on Sunday or State of California holidays.

When coordinated scheduling for projects between the State and the Contractor occurs, the State and the Contractor may mutually agree that hours worked between 5:00PM and 7:59AM, Monday through Friday and all day Saturday and any hours worked on Sunday or State of California holidays can be classified as Regular Hours in accordance with the State of California Department of Industrial Relations.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.4.2 Services Related Infrastructure (SRI)

The Contractor shall offer infrastructure service as defined below.

30.4.2.1 Extended Demarcation Wiring Services

The Contractor shall provide Extended Demarcation (Extended Demarc) wiring to support the services covered by this IFB C4DNCS19 Category for all of the Customer occupied buildings where services under this Contract are being offered. Extended Demarc wiring includes wire/cable related activities required to extend the demarcation point to the Customer defined termination location or cross-connect point from the Contractor's MPOE.

Bidder understands the Requirement and shall meet or exceed it? Yes

Extended Demarc wiring shall include the necessary wire/cable, connectors, jumpers, panel, and jack. Extended Demarc wiring shall also include associated trouble shooting, testing and labeling. Extended Demarc wiring is limited to the following:

1. Installation of cabling for extending services from the MPOE location to the Customer's point of utilization;
2. Installation of cross-connects or rearrangement of existing jumpers;
3. Identification and testing of existing cabling beyond the MPOE to the Customer's Equipment location; and,
4. Installation intervals shall be in accordance with the timeframes identified for the services that this cabling will support, and shall be subject to the SLAs associated with that service.

Bidder understands the Requirement and shall meet or exceed it? Yes

The Contractor shall not be required to complete Extended Demarc wiring from the MPOE to the extended Demarc location if:

1. The wire/cable pathway is blocked, and cannot be cleared without significant effort or damage to the Customer site;
2. The wire/cable pathway is in an asbestos or other environment hazardous to the Contractor's personnel, or where such work would be hazardous to the public or to the Customer's staff; or,
3. Upon written release provided by either the Customer or by the CALNET Program.

The Bidder shall provide a price in the Cost Worksheets for all labor and materials required for Extended Demarc wiring necessary to complete the provisioning of one Demarc extension as described herein.

Wiring will be installed according to industry Standards and cabling recommendations published in the State Telecommunications Management Manual (STMM), Facilities Management Chapter, and Uniform Building Cabling/Wiring current at the time of this IFB and as periodically updated by the CALNET Program. Additionally, all wiring installation and maintenance activities will be in accordance with all applicable EIA/TIA, BICSI, NEBS, and ITU-T recommended standards current at the time of installation or maintenance.

Bidder understands the Requirement and shall meet or exceed it? Yes

Bidder shall provide the Extended Demarcation Wiring Services described in Table 30.4.2.1

Table 30.4.2.1 – Extended Demarcation Wiring Services

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes or No |
|-----------|-----------------------------|---|--|-----------------------------|------------------------------------|
| 1 | Customer Premises Extension | Wiring services to extend Facilities from the Customer's MPOE to the Customer's point of utilization. | Property owner, riser management company must approve extension placement. | WB-3000-39000001 | Yes |

30.4.2.2 Unsolicited Services Related Infrastructure

Bidder may offer additional unsolicited Services Related Infrastructure in Table 30.4.2.2.

Table 30.4.2.2 – Unsolicited Services Related Infrastructure

| Line Item | Feature Name | Bidder's Product Identifier | Bidder's Product Description, Restrictions and Limitations |
|------------------|---------------------|------------------------------------|---|
| 1 | | | |
| 2 | | | |

30.4.3 Services Related Hourly Support

The Contractor shall provide labor for the diagnosis and/or repair of services listed in this Contract and all costs for repair are the responsibility of the service provider unless it is specifically determined that the cause of service failure is outside the scope of the Contractor's responsibilities. Work performed under this Section 30.5.3 is authorized only for situations where the Contractor has dispatched personnel to diagnose a service problem that is discovered to be caused by factors outside the responsibility of the Contractor or no trouble is found.

Bidder understands the Requirement and shall meet or exceed it? Yes

In Cost Worksheet 30.4.3, the Contractor shall provide a fixed hourly rate schedule for the labor classifications required to diagnose and/or repair the contracted services. The rates identified shall only be used for the diagnosis and/or repair of contracted services and no materials shall be included in the rates. The total amount of labor hours permitted to be performed is ten hours per dispatch/occurrence.

Bidder understands the Requirement and shall meet or exceed it? Yes

The Contractor shall offer emergency restoration services as detailed in Table 30.4.3.

Table 30.4.3 – Services Related Hourly Support

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes or No |
|------------------|--|--|---|------------------------------------|---|
| 1 | Field Service Repair Technician Regular Hours | Field technician properly trained to an expert level for the service being dispatched to diagnose and/or repair a CALNET DNCS service problem that turns out to be caused by factors outside the responsibility of the Contractor. | | WB-3000-39000001 | Yes |
| 2 | Field Service Repair Technician Overtime Hours | Field technician properly trained to an expert level for the service being dispatched to diagnose and/or repair a CALNET DNCS service problem that turns out to be caused by factors outside the responsibility of the Contractor. | | WB-3000-39000002 | Yes |
| 3 | Field Service Repair Technician Sunday and Holiday Hours | Field technician properly trained to an expert level for the service being dispatched to diagnose and/or repair a CALNET DNCS service problem that turns out to be caused by factors outside the responsibility of the Contractor. | | WB-3000-39000002 | Yes |

30.5 SERVICE LEVEL AGREEMENTS (SLA)

The Contractor shall provide Service Level Agreements (SLAs) as defined below. The intent of this section is to provide Customers, CALNET Program and the

Contractor with requirements that define and assist in the management of the SLAs. This section includes the SLA formats, general requirements, stop clock conditions, and the Technical SLAs for the services identified in this solicitation.

30.5.1 Service Level Agreement Format

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

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

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.2 Technical Requirements versus SLA Objectives

Sections 30.2 (Broadband with Internet Services), 30.3 (Network Disaster/Operational Recovery) and 30.4 (Other Services) define the technical requirements for each service. These requirements are the minimum parameters each Bidder must meet in order to qualify for Contract award. Upon Contract award the committed technical requirements will be maintained throughout the remainder of the Contract.

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.3 Methods of Outage Reporting: Customer or Contractor

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

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

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.4 Bidder Response to Service Level Agreements

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.5 Contractor SLA Management Plan

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

1. Contractor SLA Manager and supporting staff responsibilities;

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.6 Technical SLA General Requirements

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

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

4. The Definition, Measurement Process, Objectives, and Rights and Remedies shall apply to all services identified in each SLA. If a Category is listed in the SLA, then all services under that Category are covered under the SLA. Exceptions must be otherwise stated in the SLA; and,
5. TMRC rights and remedies shall include the service, option(s), and feature(s) charges.

Bidder understands the Requirement and shall meet or exceed it? Yes

6. The Contractor shall proactively and continuously monitor and measure all Technical SLA objectives.

Bidder understands the Requirement and shall meet or exceed it? Yes

7. The Contractor shall proactively credit all rights and remedies to the Customer within 60 calendar days of the trouble resolution date on the trouble ticket or within 60 calendar days of the Due Date on the Service Request for the Provisioning SLA.

Bidder understands the Requirement and shall meet or exceed it? Yes

8. To the extent that Contractor offers additional SLAs, or SLAs with more advantageous rights and/or remedies for same or similar services offered through tariffs, online service guides, or other similarly situated government contracts (Federal, State, County, City), The State will be entitled to the same rights and/or remedies therein. The Contractor shall present the SLAs to CALNET Program for possible inclusion via amendments;
9. The Contractor shall apply CALNET DNCS SLAs and remedies to services provided in all areas the Contractor provides service and/or open to competition (as defined by the CPUC). Any SLAs and remedies negotiated between Contractor and Incumbent Local Exchange Carriers in territories closed to competition shall be passed through to the CALNET DNCS Customer;

Bidder understands the Requirement and shall meet or exceed it? Yes

10. The election by CALNET Program of any SLA remedy covered by this Contract shall not exclude or limit CALNET Program or any Customer's rights and remedies otherwise available within the Contract or at law or equity;
11. The Contractor shall apply rights and remedies when a service fails to meet the SLA objective even when backup or protected services provide Customer with continuation of services;

Bidder understands the Requirement and shall meet or exceed it? Yes

12. The Contractor shall act as the single point of contact in coordinating all entities to meet the State's needs for provisioning, maintenance, restoration and resolution of service issues or that of their Subcontractors, Affiliates or resellers under this Contract;
13. The Customer Escalation Process and/or the CALNET CMO Escalation Process shall be considered an additional right and remedy if the Contractor fails to resolve service issues within the SLA objective(s);
14. Trouble reporting and restoration shall be provided 24x7 for CALNET services;

Bidder understands the Requirement and shall meet or exceed it? Yes

15. SLAs apply 24x7 unless SLA specifies an exception;
16. Contractor invoices shall clearly cross reference the SLA credit to the service Circuit ID in accordance with SOW Business Requirements Section G.6;

Bidder understands the Requirement and shall meet or exceed it? Yes

17. The Contractor shall provide a CALNET DNCS SLA Manager responsible for CALNET DNCS SLA compliance. The SLA Manager shall attend regular meetings and be available upon request to address CALNET Program SLA oversight, report issues, and problem resolution concerns. The CALNET DNCS SLA Manager shall also coordinate SLA support for Customer SLA inquiries and issue resolution;
18. The Contractor shall provide Customer and CALNET Program support for SLA inquiries and issue resolution; and,
19. Any SLAs and remedies negotiated between Contractor and third party service provider in territories closed to competition shall be passed through to the CALNET DNCS Customer.

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.7 Trouble Ticket Stop Clock Conditions

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

Bidder understands the Requirement and shall meet or exceed it? Yes

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

Bidder understands the Requirement and shall meet or exceed it? Yes

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

Bidder understands the Requirement and shall meet or exceed it? Yes

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

Table 30.5.7 – Stop Clock Conditions

| Line Item | Stop Clock Condition (SCC) | SCC Definition |
|------------------|-----------------------------------|---|
| 1 | END-USER REQUEST | Periods when a restoration or testing effort is delayed at the specific request of the End-User. The SCC shall exist during the period the Contractor was delayed, provided that the End-User’s request is documented and time stamped in the Contractor’s trouble ticket or Service Request system and shows efforts are made to contact the End-User during the applicable Stop Clock period. |
| 2 | OBSERVATION | Time after a service has been restored but End-User request ticket is kept open for observation. If the service is later determined by the End-User to not have been restored, the Stop Clock shall continue until the time the End-User notifies the Contractor that the Service has not been restored. |
| 3 | END-USER NOT AVAILABLE | Time after a service has been restored but End-User is not available to verify that the Service is working. If the service is later determined by the End-User to not have been restored, the Stop Clock shall apply only for the time period between Contractor’s reasonable attempt to notify the End-User that Contractor believes the service has been restored and the time the End-User notifies the Contractor that the Service has not been restored. |
| 4 | WIRING | Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor or any of its Subcontractors or Affiliates. If it is later determined the wiring is not the cause of failure, the SCC shall not apply. |

| Line Item | Stop Clock Condition (SCC) | SCC Definition |
|-----------|-----------------------------|---|
| 5 | POWER | Trouble caused by a power problem outside of the responsibility of the Contractor. |
| 6 | CUSTOMER PROVISIONING DELAY | Delays to Provisioning caused by lack of Customer's building entrance Facilities, conduit structures that are the Customer's responsibilities or Extended demarcation wiring. If the Service Providing Contractor has been contracted by the Customer for extended demarcation, this SCC shall not apply to missed dates/times. The Customer Provisioning Delay SCC is restricted to Provisioning SLAs only. |
| 7 | ACCESS | <p>Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following:</p> <ul style="list-style-type: none"> a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative; b. Site contact refuses access to technician who displays proper identification; c. Customer provides incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify End-User of the improper contact information and takes steps to obtain the correct information; or, d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem. <p>If it is determined later that the cause of the problem was not at the site in question, then the Access SCC shall not apply.</p> |

| Line Item | Stop Clock Condition (SCC) | SCC Definition |
|-----------|----------------------------|--|
| 8 | STAFF | Any problem or delay to the extent caused by End-User's staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a timely request to End-User staff to correct the problem or delay and document in trouble ticket. |
| 9 | APPLICATION | End-User software applications that interfere with repair of the trouble. |
| 10 | CPE | Repair/replacement of Customer Premise Equipment (CPE) not provided by Contractor if the problem has been isolated to the CPE. If determined later that the CPE was not the cause of the service outage, the CPE SCC will not apply. |
| 11 | NO RESPONSE | Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close of trouble tickets after the Service has been restored as long as Contractor can provide documentation in the trouble ticket substantiating the communication from Contractor's technician. |
| 12 | MAINTENANCE | An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET DNCS service. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs shall apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be subject to the Maintenance SCC. |
| 13 | THIRD PARTY | Any problem or delay caused by a third party not under the control of Contractor, not preventable by Contractor, including, at a minimum, cable cuts not caused by the Contractor. Contractor's Subcontractors and Affiliates shall be deemed to be under the control of Contractor with respect to the equipment, services, or Facilities to be provided under this Contract. |

| Line Item | Stop Clock Condition (SCC) | SCC Definition |
|-----------|----------------------------|--|
| 14 | FORCE MAJEURE | Force Majeure events, as defined in the eVAQ General Provisions - Telecommunications, Section 28 (Force Majeure). |
| 15 | Customer Environmental | An outage directly caused by customer premise environmental conditions, which are outside the control and responsibility of the Contractor. This includes a non-secured location, excessive heat or lack of cooling. If determined later that the environmental conditions were not the cause of the service outage, or a result of the Contractor modifying Contractor provided equipment without Customer's approval, the Customer Environmental SCC will not apply. |

Bidder understands the Requirement and shall meet or exceed it? Yes

The Contractor shall provide and manage the following Technical SLAs.

30.5.8 Technical Service Level Agreements (SLA)

30.5.8.1 Availability (M-S)

SLA Name: Availability

Definition:

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

Measurement Process:

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

Services:

Broadband with Internet Service

Objectives:

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

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

Rights and Remedies:

1. Per Occurrence:

- End-User Escalation Process
- CALNET CMO Escalation Process

2. Monthly Aggregated Measurements:

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

Bidder understands the Requirement and shall meet or exceed it? Yes

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

SLA Name: Catastrophic Outage 1 (CAT 1)

Definition:

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

Measurement Process:

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

Services:

Broadband with Internet Service

Objectives:

The objective restoral time will be:

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

Rights and Remedies:

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

Bidder understands the Requirement and shall meet or exceed it? Yes

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

SLA Name: Catastrophic Outage 2 (CAT 2)

Definition:

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

Measurement Process:

The Outage Duration begins when a network alarm is received by the Contractor from the outage-causing event or the opening of a trouble ticket by the Customer or Contractor, whichever occurs first. Upon notification from the Customer or network alarm, the Contractor shall compile a list for each End-User service affected by the common cause for tracking and reporting of the SLA rights and remedies. Outage Duration shall be measured on a per-End-User service (Circuit ID or Service ID) basis

from information recorded from the network equipment/system or a Customer reported trouble ticket. Each End-User service (Circuit ID or Service ID) is deemed out of service from the first notification until the Contractor determines the End-User service is restored. Any End-User service reported by the End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.

Services:

Broadband with Internet Service

Objectives:

The objective restoral time will be:

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

Rights and Remedies:

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.4 Excessive Outage (M-S)

SLA Name: Excessive Outage

Definition:

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

Measurement Process:

This SLA is based on trouble ticket Unavailable Time. The circuit or service is not fully functional during the time the trouble ticket is reported as opened

until restoration of the service, minus SCC. If the Customer reports a partial or complete service that is not fully functional and remains unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.

Services:

Broadband with Internet Service

Objectives:

The Unavailable Time objective shall not exceed:

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

Rights and Remedies:

1. Per Occurrence:

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

2. Monthly Aggregated Measurements:

- N/A

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.5 Notification

SLA Name: Notification

Definition:

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

understands initial information requiring the nature of the outage may be limited.

Measurement Process:

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

Services:

Broadband with Internet Service

Objectives:

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

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

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

Rights and Remedies:

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.6 Provisioning (M-S)

SLA Name: Provisioning

Definition:

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

Provisioning SLAs have two objectives:

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

Measurement Process:

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

Objective 2: Successful Install Monthly Percentage per Service Type: The Contractor shall sum all individual installations per service, as listed below, meeting the objective in the measurement period and divide by the sum of all individual service installations due per service in the measurement period and multiply by 100 to equal the percentage of service installations

completed on time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.

Services:

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

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

Objectives:

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

Objective 2: Monthly Average percent by service type:

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

Rights and Remedies:

1. Per Occurrence:

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

2. Monthly Aggregated Measurements:

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.7 Time to Repair (M-S)

SLA Name: Time to Repair

Definition:

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

Measurement Process:

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

Services:

Broadband with Internet Service

Objectives:

The Unavailable Time objective shall not exceed:

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

Rights and Remedies:

1. Per Occurrence:
 - 25% credit or refund of the TMRC for each service (Circuit ID or Service ID) out of service for a period greater than the committed objective level.
2. Monthly Aggregated Measurements:
 - N/A

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.8 Unsolicited Service Enhancement SLAs

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.9 Proposed Unsolicited Offerings

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

Bidder understands the Requirement and shall meet or exceed it? Yes

30.5.8.10 Contract Amendment Service Enhancement SLAs

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

Bidder understands the Requirement and shall meet or exceed it? Yes