#### INVITATION FOR BID

## IFB C4DNCS19 Data Networks and Communications Services

# CATEGORY 30 – BROADBAND with INTERNET SERVICE

AT&T Corp.

Statement of Work

TECHNICAL REQUIREMENTS

July 2, 2020

Addendum #9

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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
18	09/29/2023	Headers, Updated to Am 18 content
		Section 30.2.2.1 Contractor Wi-Fi Hotspot Service
		Offerings – modified language

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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 C4DNC\$19 Part 1, Bid Evaluation. The CALNET Data Networks and Communications (DNC\$) 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 which require a fee or subscription for the general public to access. Any publicly accessible Wi-Fi hotspots provided by the Contractor must be offered at no cost to any member of the public connecting to, accessing, and/or using such hotspots.

### 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:
- 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.

#### 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:

 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.

#### 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

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:

- 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
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.

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: DSL Network Interface Type: xDSL Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 384 Kbps Product Description: Broadband 1.5Mbps/384Kbps	BBISO1	Yes
2	BIS at 5 Mbps	Broadband with Internet Service at 5 Mbps	Access/Connectivity Type: DSL Network Interface Type: xDSL Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 768 Kbps Product Description: Broadband 6.0Mbps/768Kbps	BBISO2	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Bidder Meets or Exceeds? Yes/No
3	BIS at 10 Mbps	Broadband with Internet Service at 10 Mbps	Access/Connectivity Type: DSL Network Interface Type: xDSL Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 1 Mbps Product Description: Broadband 12.0Mbps/1.0Mbps	BBISO3	Yes
4	BIS at 15 Mbps	Broadband with Internet Service at 15 Mbps	Access/Connectivity Type: DSL Network Interface Type: xDSL Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 1.5 Mbps Product Description: Broadband 18.0Mbps/1.5Mbps	BBISO4	Yes
5	BIS at 25 Mbps	Broadband with Internet Service at 25 Mbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 5 Mbps Product Description: Broadband II 25Mbps/5Mbps	BBISO5	Yes
6	BIS at 50 Mbps	Broadband with Internet Service at 50 Mbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 10 Mbps Product Description: Broadband II 50Mbps/10Mbps	BBISO6	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Bidder Meets or Exceeds? Yes/No
7	BIS at 75 Mbps	Broadband with Internet Service at 75 Mbps	Access/Connectivity Type: DSL Network Interface Type: xDSL Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 8 Mbps Product Description: Broadband 75Mbps/8Mbps	BBISO7	Yes
8	BIS at 100 Mbps	Broadband with Internet Service at 100 Mbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 20 Mbps Product Description: Broadband II 100Mbps/20Mbps	BBISO8	Yes
9	BIS at 200 Mbps	Broadband with Internet Service at 200 Mbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 40 Mbps Product Description: Broadband II 200Mbps/40Mbps	BBISO9	Yes

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Bidder Meets or Exceeds? Yes/No
10	BIS at 250 Mbps	Broadband with Internet Service at 250 Mbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 75Mbps Product Description: Broadband II 300Mbps/75Mbps	BBIS10	Yes
11	BIS at 500 Mbps	Broadband with Internet Service at 500 Mbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 100Mbps Product Description: Broadband II 500Mbps/100Mbps	BBIS11	Yes
12	BIS at 1 Gbps	Broadband with Internet Service at 1 Gbps	Access/Connectivity Type: Copper or Fiber (Subject to availability of facilities) Network Interface Type: xDSL Access or Optical Fiber Access Protocol: Point-to-Point Protocol IPv4/v6 Upload Speed: Up to 200Mbps Product Description: Broadband II 1Gbps/200Mbps	BBIS12	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	Broadband 768k/384k - Dynamic	BroadBand Internet with Dynamic IP and up to 768k download and 384k upload	Subject to availability of facilities.	BBIS13
2	Broadband 1.5M/384k - Static	BroadBand Internet with Static IP and up to 1.5Mb download and 384k upload	Subject to availability of facilities.	BBIS14
3	Broadband 3M/512k - Dynamic	BroadBand Internet with Dynamic IP and up to 3Mb download and 512k upload	Subject to availability of facilities.	BBIS15
4	Broadband 3M/512k - Static	BroadBand Internet with Static IP and up to 3Mb download and 512k upload	Subject to availability of facilities.	BBIS16
5	Broadband 6M/768k - Static	BroadBand Internet with Static IP and up to 6Mb download and 768k upload	Subject to availability of facilities.	BBIS17
6	Broadband 12M/1M - Static	BroadBand Internet with Static IP and up to 12Mb download and 1Mb upload	Subject to availability of facilities.	BBIS18
7	Broadband 18M/1.5M - Static	BroadBand Internet with Static IP and up to 18Mb download and 1.5Mb upload	Subject to availability of facilities.	BBIS19
8	Broadband 24M/3M - Dynamic	BroadBand Internet with Dynamic IP and up to 24Mb download and 3Mb upload	Subject to availability of facilities.	BBIS20

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier
9	Broadband 24M/3M - Static	BroadBand Internet with Static IP and up to 24Mb download and 3Mb upload	Subject to availability of facilities.	BBIS21
10	Broadband 45M/6M - Dynamic	BroadBand Internet with Dynamic IP and up to 45Mb download and 6Mb upload	Subject to availability of facilities.	BBIS22
11	Broadband 45M/6M - Static	BroadBand Internet with Static IP and up to 45Mb download and 6Mb upload	Subject to availability of facilities.	BBIS23
12	Broadband 75M/8M - Static	BroadBand Internet with Static IP and up to 75Mb download and 8Mb upload	Subject to availability of facilities.	BBIS24
13	Broadband II 25M/5M - Static	BroadBand II Internet with Static IP and up to 25Mb download and 5Mb upload	Subject to availability of facilities.	BBIS25
14	Broadband II 25M/25M - Dynamic	BroadBand II Internet with Dynamic IP and up to 25Mb download and 25Mb upload	Subject to availability of facilities.	BBIS26
15	Broadband II 25M/25M - Static	BroadBand II Internet with Static IP and up to 25Mb download and 25Mb upload	Subject to availability of facilities.	BBIS27
16	Broadband II 50M/10M - Static	BroadBand II Internet with Static IP and up to 50Mb download and 10Mb upload	Subject to availability of facilities.	BBIS28

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier
17	Broadband II 50M/50M - Dynamic	BroadBand II Internet with Dynamic IP and up to 50Mb download and 50Mb upload	Subject to availability of facilities.	BBIS29
18	Broadband II 50M/50M - Static	BroadBand II Internet with Static IP and up to 50Mb download and 50Mb upload	Subject to availability of facilities.	BBIS30
19	Broadband II 100M/20M - Static	BroadBand II Internet with Static IP and up to 100Mb download and 20Mb upload	Subject to availability of facilities.	BBIS31
20	Broadband II 100M/100M - Dynamic	BroadBand II Internet with Dynamic IP and up to 100Mb download and 100Mb upload	Subject to availability of facilities.	BBIS32
21	Broadband II 100M/100M - Static	BroadBand II Internet with Static IP and up to 100Mb download and 100Mb upload	Subject to availability of facilities.	BBIS33
22	Broadband II 200M/40M - Static	BroadBand II Internet with Static IP and up to 200Mb download and 40Mb upload	Subject to availability of facilities.	BBIS34
23	Broadband II 200M/200M - Dynamic	BroadBand II Internet with Dynamic IP and up to 200Mb download and 200Mb upload	Subject to availability of facilities.	BBIS35
24	Broadband II 200M/200M - Static	BroadBand II Internet with Static IP and up to 200Mb download and 200Mb upload	Subject to availability of facilities.	BBIS36

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier
25	Broadband II 300M/75M - Static	BroadBand II Internet with Static IP and up to 300Mb download and 75Mb upload	Subject to availability of facilities.	BBIS37
26	Broadband II 300M/300M - Dynamic	BroadBand II Internet with Dynamic IP and up to 300Mb download and 300Mb upload	Subject to availability of facilities.	BBIS38
27	Broadband II 300M/300M - Static	BroadBand II Internet with Static IP and up to 300Mb download and 300Mb upload	Subject to availability of facilities.	BBIS39
28	Broadband II 500M/100M - Static	BroadBand II Internet with Static IP and up to 500Mb download and 100Mb upload	Subject to availability of facilities.	BBIS40
29	Broadband II 500M/500M - Dynamic	BroadBand II Internet with Dynamic IP and up to 500Mb download and 500Mb upload	Subject to availability of facilities.	BBIS41
30	Broadband II 500M/500M - Static	BroadBand II Internet with Static IP and up to 500Mb download and 500Mb upload	Subject to availability of facilities.	BBIS42
31	Broadband II 1G/200M - Static	BroadBand II Internet with Static IP and up to 1Gb download and 200Mb upload	Subject to availability of facilities.	BBIS43
32	Broadband II 1G/1G - Dynamic	BroadBand II Internet with Dynamic IP and up to 1Gb download and 1Gb upload	Subject to availability of facilities.	BBIS44

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier
33	Broadband II 1G/1G - Static	BroadBand II Internet with Static IP and up to 1Gb download and 1Gb upload	Subject to availability of facilities.	BBIS45
34	BroadBand Equipment Fee	Monthly Modem / Router Equipment Fee		BBIS46
35	BroadBand II Equipment Fee	Monthly Modem / Router Equipment Fee		BBIS47
36	Broadband Dynamic Professional Installation	Broadband Dynamic Professional Installation		BBIS48
37	Broadband II Dynamic Professional Installation	Broadband II Dynamic Professional Installation		BBIS49
38	Broadband II Static Professional Installation	Broadband II Static Professional Installation		BBIS50

#### 30.2.5.3 Static IP Address

The Contractor shall support statically assigned IPv4and/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		BBIS51	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	BroadBand Multi Static IP Block 29	Additional IP Block Size - 29		BBIS52
2	BroadBand II Multi Static IP Block 29	Additional IP Block Size - 29		BBIS53
3	BroadBand II Multi Static IP Block 13	Additional IP Block Size - 13		BBIS54

#### 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:

AT&T commits that the Data Delivery will be no less than 99.95% (i.e., IP Backbone Packet Loss Ratio will be no greater than 00.05%). Packet Loss Ratio for each city pair is calculated by dividing Lost Data by Data Delivered and multiplying by 100. "Data Delivered" is the data delivered in a month by AT&T Customers to an ingress router at an AT&T US IP Backbone Node for delivery to an egress router at another specific AT&T US IP Backbone Node. "Lost Data" is the Data Delivered that is not actually received by that egress router at the other AT&T US IP Backbone Node.

#### 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 Customers 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%	S - Standard

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:

AT&T commits to a Service Availability percentage of 99.95%. The monthly Availability Percentage shall be based on the accumulative total of all Unavailable Time derived from all trouble tickets closed, for the affected Circuit ID (as defined in the Data Dictionary), 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 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.

#### 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%	S - Standard

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:

The monthly Availability Percentage shall be based on the accumulative total of all Unavailable Time derived from all trouble tickets closed, for the affected Circuit ID (as defined in the Data Dictionary), 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 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

### 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	S - Standard

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:

AT&T commits that Latency (i.e. Roundtrip Transit Delay) between two specified nodes will be no more than 37 milliseconds. "Latency" is a monthly measure of US Network-Wide Delay, which is the average interval of time it takes during the applicable calendar month for a test packet of data to travel from one AT&T US IP Backbone Node to another and back again

## 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	Agoura Hills
2	Alameda
3	Albany
4	Alhambra
5	Aliso Viejo
6	American Canyon
7	Anaheim
8	Anderson
9	Antioch
10	Arcadia
11	Arcata
12	Arroyo Grande
13	Arvin
14	Atascadero
15	Atherton
16	Atwater
17	Auburn
18	Avalon
19	Avenal
20	Bakersfield
21	Baldwin Park
22	Bell
23	Bellflower

Line Item	Service Location – City or ZIP Code
24	Belmont
25	Belvedere
26	Benicia
27	Berkeley
28	Beverly Hills
29	Biggs
30	Blue Lake
31	Brawley
32	Brea
33	Brentwood
34	Brisbane
35	Buena Park
36	Burbank
37	Burlingame
38	Calabasas
39	Calexico
40	Calipatria
41	Calistoga
42	Camarillo
43	Campbell
44	Capitola
45	Carlsbad
46	Carmel-By-The-Sea
47	Carson
48	Ceres
49	Chico
50	Chino
51	Chowchilla
52	Chula Vista
53	Citrus Heights
54	Claremont
55	Clayton
56	Clearlake

Line	
Item	Service Location – City or ZIP Code
57	Cloverdale
58	Coalinga
59	Colma
60	Colton
61	Commerce
62	Compton
63	Concord
64	Corning
65	Corona
66	Coronado
67	Corte Madera
68	Costa Mesa
69	Cotati
70	Cudahy
71	Culver City
72	Cupertino
73	Cypress
74	Daly City
75	Dana Point
76	Danville
77	Davis
78	Del Mar
79	Del Rey Oaks
80	Delano
81	Diamond Bar
82	Dinuba
83	Dixon
84	Downey
85	Dublin
86	Dunsmuir
87	East Palo Alto
88	El Cajon
89	El Centro

Line Item	Service Location – City or ZIP Code
90	El Cerrito
91	El Monte
92	El Paso De Robles
93	El Segundo
94	Elk Grove
95	Emeryville
96	Encinitas
97	Escalon
98	Escondido
99	Eureka
100	Fairfax
101	Fairfield
102	Farmersville
103	Fillmore
104	Firebaugh
105	Folsom
106	Fontana
107	Fort Bragg
108	Fortuna
109	Foster City
110	Fountain Valley
111	Fremont
112	Fresno
113	Fullerton
114	Galt
115	Garden Grove
116	Gardena
117	Gilroy
118	Glendale
119	Glendora
120	Gonzales
121	Grand Terrace
122	Grass Valley

Line	
Item	Service Location – City or ZIP Code
123	Greenfield
124	Gridley
125	Grover Beach
126	Gustine
127	Half Moon Bay
128	Hanford
129	Hawthorne
130	Hayward
131	Healdsburg
132	Hercules
133	Hermosa Beach
134	Hidden Hills
135	Highland
136	Hillsborough
137	Hollister
138	Holtville
139	Hughson
140	Huntington Beach
141	Huntington Park
142	Huron
143	Imperial
144	Imperial Beach
145	Inglewood
146	lone
147	Irvine
148	Jackson
149	King City
150	Kingsburg
151	La Canada Flintridge
152	La Habra
153	La Mesa
154	La Mirada
155	La Puente

Line Item	Sorvice Legation - City or 7IP Code
	Service Location – City or ZIP Code
156	Lafayette
157	Laguna Beach
158	Laguna Hills
159	Laguna Niguel
160	Laguna Woods
161	Lake Elsinore
162	Lake Forest
163	Lakeport
164	Lakewood
165	Lancaster
166	Larkspur
167	Lemon Grove
168	Lemoore
169	Lincoln
170	Live Oak
171	Livermore
172	Livingston
173	Lodi
174	Lomita
175	Long Beach
176	Loomis
177	Los Alamitos
178	Los Altos
179	Los Altos Hills
180	Los Angeles
181	Los Banos
182	Los Gatos
183	Loyalton
184	Lynwood
185	Madera
186	Manhattan Beach
187	Marina
188	Martinez

Line	
Item	Service Location – City or ZIP Code
189	Marysville
190	Maywood
191	Mendota
192	Menlo Park
193	Merced
194	Mill Valley
195	Millbrae
196	Milpitas
197	Mission Viejo
198	Modesto
199	Monrovia
200	Montague
201	Montclair
202	Montebello
203	Monterey
204	Monterey Park
205	Moorpark
206	Moraga
207	Morgan Hill
208	Morro Bay
209	Mount Shasta
210	Mountain View
211	Napa
212	National City
213	Nevada City
214	Newark
215	Newman
216	Newport Beach
217	Norco
218	Norwalk
219	Novato
220	Oakdale
221	Oakland

Line Item	Service Location – City or ZIP Code
	•
222	Oakley
223	Oceanside
224	Ojai
225	Ontario
226	Orange
227	Orange Cove
228	Orinda
229	Orland
230	Oroville
231	Oxnard
232	Pacific Grove
233	Pacifica
234	Palmdale
235	Palo Alto
236	Paradise
237	Paramount
238	Parlier
239	Pasadena
240	Petaluma
241	Pico Rivera
242	Piedmont
243	Pinole
244	Pismo Beach
245	Pittsburg
246	Placentia
247	Placerville
248	Pleasant Hill
249	Pleasanton
250	Plymouth
251	Point Arena
252	Pomona
253	Port Hueneme
254	Porterville

Line Item	Service Location – City or ZIP Code
255	Portola
256	Portola Valley
257	Poway
258	Rancho Cordova
259	Rancho Cucamonga
260	Rancho Santa Margarita
261	Red Bluff
262	Redding
263	Redondo Beach
264	Redwood City
265	Rialto
266	Richmond
267	Rio Dell
268	Ripon
269	Riverbank
270	Riverside
271	Rocklin
272	Rohnert Park
273	Rolling Hills
274	Rosemead
275	Roseville
276	Ross
277	Sacramento
278	Salinas
279	San Anselmo
280	San Bernardino
281	San Bruno
282	San Buenaventura
283	San Carlos
284	San Clemente
285	San Diego
286	San Fernando
287	San Francisco

Line	
Item	Service Location – City or ZIP Code
288	San Gabriel
289	San Jose
290	San Juan Bautista
291	San Juan Capistrano
292	San Leandro
293	San Luis Obispo
294	San Marcos
295	San Marino
296	San Mateo
297	San Pablo
298	San Rafael
299	San Ramon
300	Sand City
301	Santa Ana
302	Santa Clara
303	Santa Clarita
304	Santa Cruz
305	Santa Fe Springs
306	Santa Maria
307	Santa Monica
308	Santa Rosa
309	Santee
310	Saratoga
311	Sausalito
312	Scotts Valley
313	Seaside
314	Sebastopol
315	Selma
316	Shafter
317	Shasta Lake
318	Simi Valley
319	Solana Beach
320	Soledad

Line Item	Service Location – City or ZIP Code
321	Sonoma
322	Sonora
323	South El Monte
324	South Gate
325	South Lake Tahoe
326	South Pasadena
327	South San Francisco
328	Stanton
329	Stockton
330	Suisun City
331	Sunnyvale
332	Sutter Creek
333	Tehachapi
334	Tehama
335	Temple City
336	Thousand Oaks
337	Tiburon
338	Torrance
339	Tracy
340	Trinidad
341	Truckee
342	Tulare
343	Turlock
344	Tustin
345	Ukiah
346	Union City
347	Upland
348	Vacaville
349	Vallejo
350	Vernon
351	Villa Park
352	Visalia
353	Vista

Line Item	Service Location – City or ZIP Code
354	Walnut Creek
355	Wasco
356	Waterford
357	Watsonville
358	Weed
359	West Covina
360	West Hollywood
361	West Los Angeles
362	West Sacramento
363	Westlake Village
364	Westminster
365	Westmorland
366	Wheatland
367	Whittier
368	Willits
369	Willows
370	Windsor
371	Winters
372	Woodlake
373	Woodland
374	Woodside
375	Yorba Linda
376	Yountville
377	Yreka
378	Yuba City

### 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.

# 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 C4DNC\$19 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:

- 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.		CCPE	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			
3			

# 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 Contractors 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.

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.		MVV	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.		MVVO	Yes

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

- 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 G10.5.1), 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.

# 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.

- 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	Table 30.5.7 – Stop	
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.
5	POWER	Trouble caused by a power problem outside of the responsibility of the Contractor.

Line		
Item	Stop Clock Condition (SCC)	SCC Definition
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	Limited access or contact with End-User provided the Contractor documents in the trouble ticket several efforts to contact End-User for the following:  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.  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.

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.

Line Item	Stop Clock Condition (SCC)	SCC Definition
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.
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.

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

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
- 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:

	Committed	
Service	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	S - Standard

## **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