

## Service Level Agreements

### Subcategory 6.1 – Hosted IVR/ACD

#### TROUBLE TICKET STOP CLOCK CONDITIONS

*The following conditions shall be allowed to stop the trouble ticket Outage Duration for CALNET 3 Contractor trouble tickets. The Contractor shall document the trouble ticket Outage Duration using the Stop Clock Condition (SCC) listed in Table 6.1.3.7 and include start and stop time stamps in the Contractor's Trouble Ticket Reporting Tool for each application of a SCC.*

*Stop Clock Conditions are limited to the conditions listed in Table 6.1.3.7.*

**Table 6.1.3.7 – Stop Clock Conditions (SCC)**

#	Stop Clock Condition (SCC)	SCC Definition
1	<b>END-USER REQUEST</b>	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	<b>OBSERVATION</b>	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	<b>END-USER NOT AVAILABLE</b>	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	<b>WIRING</b>	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	<b>POWER</b>	Trouble caused by a power problem outside of the responsibility of the Contractor.
6	<b>FACILITIES</b>	Lack of building entrance Facilities or conduit structure that are the End-User's responsibility to provide.

#	Stop Clock Condition (SCC)	SCC Definition
7	<b>ACCESS</b>	<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"> <li>a. Access necessary to correct the problem is not available because access has not been arranged by site contact or End-User representative;</li> <li>b. Site contact refuses access to technician who displays proper identification;</li> <li>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,</li> <li>d. Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem.</li> </ul> <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>
8	<b>STAFF</b>	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	<b>APPLICATION</b>	End-User software applications that interfere with repair of the trouble.
10	<b>CPE</b>	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	<b>NO RESPONSE</b>	Failure of the trouble ticket originator or responsible End-User to return a call from Contractor's technician for on-line close-out 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	<b>MAINTENANCE</b>	An outage directly related to any properly performed scheduled maintenance or upgrade scheduled for CALNET 3 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	<b>THIRD PARTY</b>	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	<b>FORCE MAJEURE</b>	Force Majeure events, as defined in the PMAC General Provisions - Telecommunications, Section 28 (Force Majeure).

### TECHNICAL SERVICE LEVEL AGREEMENTS

*The Contractor shall provide and manage the following Technical SLAs.*

#### 6.1.3.8.1 NBCC Service Outage (M-S)

<b>SLA Name:</b> Contact Center Service Outage														
<b>Definition:</b> The loss of an NBCC service feature at a single End-User location. End-User location is defined as Contractor's server or Customer's Contact Center location.														
<b>Measurement Process:</b> The Outage Duration begins when an application alarm/other fault indicator 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. Upon notification from the Customer or application alarm, the Contractor shall compile a list for each End-User seat and feature at the End-User location for tracking and reporting of SLA rights and remedies. Each seat and feature is deemed out of service from the first notification until the Contractor determines all End-User seats and features are restored minus SCC. Any seat or feature reported by End-User/Customer as not having been restored shall have the outage time adjusted to the actual restoration time.														
<b>Service(s):</b>														
NBCC Services														
<div><b>Objective (s):</b> The objective restoral time shall be:</div> <table><tr><td></td><td>Basic (B)</td><td>Standard (S)</td><td>Premier (P)</td><td>Bidder's Objective Commitment (B, S or P)</td></tr><tr><td>NBCC Service</td><td>≤ 6 hours</td><td>≤ 4 hours</td><td>≤ 2 hour</td><td>P</td></tr></table>						Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)	NBCC Service	≤ 6 hours	≤ 4 hours	≤ 2 hour	P
	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)										
NBCC Service	≤ 6 hours	≤ 4 hours	≤ 2 hour	P										
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 20 percent of the TMRC and two (2) days of ADUC, when usage applies, for each NBCC seat and service/feature impacted by the service failure.													
	<b>Monthly Aggregated Measurements:</b> N/A													

**6.1.3.8.2 Catastrophic Outage 2 (CAT 2) (M-S)**

<b>SLA Name:</b> Catastrophic Outage 2 (CAT 2)					
<b>Definition:</b> Failure of any part of the NBCC architecture components (hardware, software, interconnection of components) based on a common cause that results in a contact center service feature failure at more than one (1) contact center location.					
<b>Measurement Process:</b> The Outage Duration begins when a network/application alarm is received by the Contractor from an outage-causing event or the opening of a trouble ticket by the Customer(s) or Contractor, whichever occurs first. Upon notification from the Customer(s) or network alarm, the Contractor shall compile a list for each End-User seat and service feature 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 seat and service feature basis from information recorded from the network equipment/system or Customer reported trouble ticket. Each End-User seat or service feature is deemed out of service from the first notification until the Contractor determines the End-User seat or service feature 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.					
<b>Service(s):</b>					
NBCC Services					
<b>Objective (s):</b> The objective restoral time shall be:					
		Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B, S or P)
NBCC Services		≤ 1 hour	≤ 30 minutes	≤ 15 minutes	P
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC and ten (10) days of ADUC when usage applies for each End-User service not meeting the committed objective for each CAT 2 fault.				
	<b>Monthly Aggregated Measurements:</b> N/A				

**6.1.3.8.3 Catastrophic Outage 3 (CAT 3) (M-S)**

<b>SLA Name:</b> Catastrophic Outage 3 (CAT 3)					
<b>Definition:</b> The total loss of a Contractor’s NBCC IVR and/or ACD service on a system wide basis.					
<b>Measurement Process:</b> 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 the Customer(s) or Contractor, whichever occurs first. Upon notification from the Customer(s) or network alarm, the Contractor shall compile a list for each End-User seat and service feature affected by a common cause. Outage Duration shall be measured on a per-End-User seat and service feature basis from information recorded from the network equipment/system or trouble ticket. Each End-User seat and service feature is deemed out of service from the first notification until the Contractor determines the End-User seat and service feature 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.					
<b>Service(s):</b>					
NBCC ACD		NBCC IVR			
<b>Objectives:</b> The objective restoral time shall be:					
		Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
NBCC ACD and/or IVR		≤ 30 minutes	N/A	≤ 15 minutes	P
Rights and Remedies	<b>Per Occurrence:</b> 100 percent of the TMRC and ten (10) days of ADUC, when usage applies for each End-User seat and service feature not meeting the committed objective for each CAT 3 fault.				
	<b>Monthly Aggregated Measurements:</b> N/A				

**6.1.3.8.4 Excessive Outage (M-S)**

<b>SLA Name:</b> Excessive Outage				
<b>Definition:</b> A service failure that remains unresolved for more than the committed objective level.				
<b>Measurement Process:</b> This SLA is based on trouble ticket Unavailable Time. The seat or service feature is unusable during the time the trouble ticket is reported as opened until restoration of the service, minus SCC. If Customer reports a service failure as unresolved after the closure of the trouble ticket by the Contractor, the Unavailable Time shall be adjusted to the actual restoration time.				
<b>Service(s):</b>				
<b>NBCC Services</b>				
<b>Objective (s):</b> The Unavailable Time objective shall not exceed:				
				<b>Bidder's Objective Commitment (B, S or P)</b>
	<b>Basic (B)</b>	<b>Standard (S)</b>	<b>Premier (P)</b>	
NBCC Services	16 hours	12 hours	8 hours	<b>P</b>
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> 100 percent of the TMRC and ten (10) days of ADUC, when usage applies for each seat and service feature out of service for a period greater than the committed objective level.  Upon request from the Customer or the CALNET 3 CMO, the Contractor shall provide a briefing on the excessive outage restoration.			
	<b>Monthly Aggregated Measurements:</b> N/A			

**6.1.3.8.5 Notification**

<b>SLA Name:</b> Notification	
<p><b>Definition:</b> The Contractor notification to CALNET 3 CMO and designated stakeholders in the event of a CAT 2 or CAT 3 failure, Contractor, Subcontractor or Affiliate network event, terrorist activity, threat of natural disaster, or actual natural disaster which results in a significant loss of telecommunication services to CALNET 3 End-Users or has the potential to impact services in a general or statewide area. The State understands initial information regarding the nature of the outage may be limited.</p>	
<p><b>Measurement Process:</b> The Contractor shall adhere to the Network Outage Response requirements (IFB STPD 12-001-B Business Requirements Section B.3.3) and notify the CALNET 3 CMO 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 natural disaster, the Contractor shall notify CALNET 3 CMO and designated stakeholder when information is available.</p>	
<b>Service(s):</b> All Services	
<p><b>Objective (s):</b> Within 60 minutes of the above mentioned failures' start time, the Contractor shall notify CALNET 3 CMO and designated stakeholders using a method defined in IFB STPD 12-001-B Business Requirements Section B.3.3 (Network Outage Response).</p> <p>At 60 minute intervals, updates shall be given on the above mentioned failures via the method defined in IFB STPD 12-001-B Business Requirements Section B.3.3 (Network Outage Response).</p> <p>This objective is the same for Basic, Standard and Premier commitments.</p>	
<b>Rights and Remedies</b>	<b>Per Occurrence:</b> Senior Management Escalation
	<b>Monthly Aggregated Measurements:</b> N/A

**6.1.3.8.6 Provisioning (M-S)**

<b>SLA Name:</b> Provisioning		
<p><b>Definition:</b> 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 Customer and Contractor documented on the Contractor's order confirmation notification or Contracted Service Project Work SOW in accordance with IFB STPD 12-001-B Business Requirements Section B.2.5.4 #7 (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 Schedule per IFB STPD 12-001-B Business Requirements Section B.6 (Contracted Service Project Work).</p> <p>Provisioning SLAs have two (2) objectives:</p> <p>Objective 1: Individual Service Request; and</p> <p>Objective 2: Successful Install Monthly Percentage by Service Type.</p> <p>Note: Provisioning timelines include extended demarcation wiring, when appropriate.</p>		
<p><b>Measurement Process:</b></p> <p><u>Objective 1: Individual Service Request:</u> Install intervals are based on the committed installation intervals established in this SLA or due dates negotiated between Customer and Contractor. This objective requires the Contractor to meet the due date for each individual Service Request.</p> <p><u>Objective 2: Successful Install Monthly Percentage per service Type:</u> The Contractor shall sum all individual Service Requests per service, as listed below, meeting the objective in the measurement period (per month) and divide by the sum of all individual Service Requests due per service in the measurement period and multiply by 100 to equal the percentage of Service Requests installed on time. The Contractor must meet or exceed the objective below in order to avoid the rights and remedies.</p>		
<b>Service (Features must be installed in conjunction with the service except when listed below)</b>	<b>Committed Interval Calendar Days</b>	<b>Coordinated/Managed Project</b>
NBCC Services	N/A	Coordinated/Managed Project
Callback for NBIVR IP HICR Setup	N/A	Coordinated/Managed Project
Callback for NBIVR IP Hosted Intelligent Contact Virtual Queuing Application	N/A	Coordinated/Managed Project
NBIVR Service Direct Data Connect (DDC)	N/A	Coordinated/Managed Project



**Objective (s):**

Objective 1: Individual Service Request: Service installed on or before the Committed Interval or negotiated due date.

Objective 2: Successful Install Monthly Percentage per Service:

	Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (S or P)
NBCC Services	N/A	≥ 90%	≥ 95%	P
Callback for NBIVR IP HICR Setup	N/A	≥ 90%	≥ 95%	P
Callback for NBIVR IP Hosted Intelligent Contact Virtual Queuing Application	N/A	≥ 90%	≥ 95%	P
NBIVR Service Direct Data Connect (DDC)	N/A	≥ 90%	≥ 95%	P

**Rights and Remedies****Per Occurrence:**

Objective 1: Individual Service Requests: 50 percent of installation fee credited to Customer for any missed committed objective.

**Monthly Aggregated Measurements:**

Objective 2: 100 percent of the installation fee credited to Customer for all Service Requests (per service type) that did not complete on time during the month if the Successful Install Monthly Percentage is below the committed objective.

**6.1.3.8.6.a Callback for NBIVR Threshold**

<b>SLA Name:</b> Callback for NBIVR Number of Unsuccessful Calls -Threshold	
<p><b>Definition:</b> A partial service failure of one or more callback features identified in this SLA which causes the unsuccessful call threshold to exceed the objective level. Unsuccessful call types include: dropped, misrouted, stuck in queue, etc. Unsuccessful call scenarios include but not limited to:</p> <ul style="list-style-type: none"> <li>a. Calls placed in queue but dropped or failed to connect to an agent when the intended call recipient answers the callback</li> <li>b. Calls placed in queue but dropped prior to completion of the callback</li> <li>c. Calls placed in queue but callback is never placed to the intended call recipient</li> <li>d. Calls placed in queue but callback is delayed</li> </ul>	
<p><b>Measurement Process:</b>  Customer is responsible for opening a trouble ticket with the Contractor's Customer Service Center (helpdesk) when Customer is experiencing problems with callback feature. The problem requires timely verification and monitoring by the Contractor to assess and document the event. The SLA will be calculated on a rolling hourly basis (this includes while in monitoring/observation status). The rolling one hour objective will only consider the hours during which the trouble ticket was open. The Contractor trouble ticket for this type of event shall remain open for a minimum of 24 hours unless otherwise agreed to by Customer. The Contractor will include and use Customer provided evidence or system reporting, if provided by Customer, to assess call volume and scenarios. Any callback feature reported by Customer as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>The Contractor shall take special care to update the Contractor trouble ticket with the Ticket Open Date, Ticket Open Time, Restore Date, Restore Time, type of unsuccessful call, and quantify the number of unsuccessful calls throughout the duration of the open trouble ticket.</p>	
<b>Service(s):</b>	
<p>SLA applies to Callback for NBIVR features:</p> <ul style="list-style-type: none"> <li>Callback for NBIVR IP HICR Setup</li> <li>Callback for NBIVR IP Hosted Intelligent Contact Virtual Queuing Application</li> <li>Callback for NBIVR IP HICR Queue Platform, or</li> <li>Callback for NBIVR IP Hosted Intelligent Contact Virtual Queuing Call Transaction</li> </ul>	
<b>Objective (s):</b>	
The number of calls impacted by the event shall not exceed 50 calls within one (1) hour	
<b>Rights and Remedies</b>	<p><b>Per Occurrence:</b> 20 percent of the MRC Callback for NBIVR IP HICR Queue Platform (VCBP0000) and 10 percent of the billable Customer callback transaction fees (VCBT0000) for the month in which the partial service event occurred.</p> <p>Customer will not incur a transaction charge for any unsuccessful call.</p>
	<b>Monthly Aggregated Measurements:</b> N/A