

ATTACHMENT F: Service Level Agreement

ATTACHMENT F: Proposed Service Level Agreements

The vendor's ability to construct the network on schedule is an important factor in the district's decision making process. Additionally, given the networks role in the district meeting its instructional and curricular goals the reliability of the network is of tantamount importance. Therefore, the district requires Service Level Agreements that will hold the vendor accountable for failing to deliver the service in a timely and reliable manner. Below are some of the Districts proposed service level agreement and the associated remuneration for the vendor's failure to meet the SLA's.

Vendors may propose alternative and additional SLA's, but the SLA's must provide remuneration for non-compliance with the agreement. Failure to provide and SLA or remuneration for non-compliance will result in the rejection of the bid. As an alternative to remuneration for non-compliance with SLA's, the district will consider SLA's that allow for termination of the contract without penalty to the district.

Service Levels for Installation (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber):

The selected vendor will exercise commercially reasonable efforts to install all service on or before the date listed in the final project plan. This installation service level does not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer's request after submission and acceptance by the selected vendor. In the event selected vendor does not meet this Installation Service Level for a particular service for reasons other than an Excused Delay, Customer will be entitled to a credit for each day of delay equal to a proportionate amount of the charges associated with the delay.

For example, if the vendor commits to a 100 day time table to deliver self-provisioned fiber or dark fiber to a given school at a cost of \$100,000 and the project is delayed by 10 days the district will be entitled to a credit of \$10,000 (The quantity of the Number of Calendar Days of Delay divided by the number of days in the original timetable times the total cost of the project or $((10/100)*\$100,000)$. The credit will not exceed 100% of the total cost.

Network Availability (Lit Leased Fiber and Dark Fiber): The district's goal is to maintain 100% network availability and selected vendor commits to maintain an average monthly availability of greater than 99.5%. Network downtime will exist when Customer is unable to transmit or receive data over the network. Network downtime is measured from the time the Operations Director becomes aware of the downtime to the time Customer can again transmit and receive data. When the downtime is greater than four hours over a period of a month, Customer is entitled to a service credit for that occurrence. That credit will equal 1/200 of the total monthly recurring cost for each hour of network outage if the monthly cumulative outage is in excess of four hours.

Mean Time to Repair (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber Maintenance): The district's goal is to receive a Mean Time to Repair of four hours from the

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first report of trouble. Mean Time to Repair is measured based on the total time it takes to restore service interruptions. Customer will be entitled to a service credit equal to 1/30 of the total monthly recurring cost paid by Customer during the calendar month for each day the Mean Time to Repair goal is not met. Twenty Four (24) hours' notice will be provided for items that require network maintenance and cannot wait until the normal maintenance window. The selected vendor will perform maintenance activities between 9 PM and 6 AM unless otherwise approved by the district.

Support/Monitoring (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber Maintenance): The selected vendor will be available 24/7 for monitoring, support and repair. The selected vendor's Operations Director will be the point of contact for all service related issues. An escalation list will be provided as part of this document. All network equipment is monitored 24/7 so that the Operations Director will be notified immediately of any outages or other problems.

Restoration (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber Maintenance): The district's goal is to receive restoration of service. Restoration is measured based on the total time it takes to restore service interruptions. Customer will be entitled to a service credit equal to 1/30 of the total monthly recurring cost paid by Customer during the calendar month for each day the Restoration goal is not met. Personnel will be on site for emergency unscheduled maintenance within four hours of becoming aware of an event.

Customer Responsibilities (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber Maintenance): The Customer will provide surge protected power and sufficient computer room space for all equipment needed to interconnect the network. The selected vendor and Customer will work together to identify any network issues that do not have a clearly defined responsible party.

Excused Outages (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber Maintenance): The selected vendor will not be responsible for outages caused by Customer neglect, equipment not owned or controlled by the selected vendor, catastrophic damages, or instances of Force Majeure.

Credit Calculations (Leased Lit Fiber, Dark Fiber, and Self-Provisioned Fiber Maintenance): In the event Customer is entitled to multiple credits arising from the same event, the credits will be cumulative and Customer will receive the maximum credits available for that event.

Limits of Liability (Lit Leased Fiber, Dark Fiber, and Self-Provisioned Fiber): The selected vendor's total maximum liability per month is equivalent to one month's recurring cost or the total construction costs (during construction of the network).

