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[Signature]

Kaif Krumbholz
Director, Network Services Programs
Integrated Technology Service
General Services Administration

4/30/09 Date
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<th>Description</th>
<th>Date</th>
<th>Updated By</th>
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<td>1.0</td>
<td>Initial Draft</td>
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<td>Kathy Kemerer</td>
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<td>4/29/2008</td>
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1. Introduction

1.1 Purpose
This guide provides information to federal Agencies on managing the Service Level Agreements (SLAs) that apply to telecommunications services obtained from the Networx Universal and Enterprise contracts. A Service Level Agreement (SLA) is an agreement between the government and the contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s).

1.2 Scope
This guide is intended for use by Agency officials involved with managing and monitoring services ordered under the Networx contracts. This document provides guidance in accordance with the Networx contracts. In the event of a conflict, the Networx contracts take precedence over this document.

1.3 Organization of Guide
The Service Level Agreements are identified in Section 2. The roles of the contractor, the Agency, and GSA in managing Networx SLAs are outlined in Sections 3, 4, and 5, respectively. The requirements for SLAs are in Section J.13 of the Networx contracts, and are repeated in Appendix A. Example SLA credit assessments appear in Appendix B, and several special SLA issues are discussed in Appendix C.

2. Service Level Agreements

2.1 Definition of Service Level Agreement
The Networx Universal and Enterprise contracts have specific performance metrics, or Key Performance Indicators (KPIs), for nearly all services. Not all Networx contractors offer all services, but if a contractor does offer a service, it must comply with those KPIs. For each KPI, the Networx contractors are required to meet specified Acceptable Quality Levels (AQLs). Sixteen services were deemed sufficiently essential to government operations to also require mandatory Service Level Agreements (SLAs). In addition to the sixteen telecommunications services for which SLAs are required, both Networx Universal and Enterprise require four SLAs that are applicable to all services.

Service Level Agreements (SLAs) are agreements between the government and the Networx contractors to provide services at performance levels that meet or exceed performance levels specified by in the Networx contracts. If the specified service levels are not met, then the contractor is required to issue specified credits, when requested to do so by the ordering Agency.
2.2 Service-Specific SLAs

The sixteen service-specific SLAs are listed in Table 1. For each SLA, one or more KPI is required. Table 1 lists each KPI, the performance level requested by the government, and the relevant Networx contract reference. *Note that some Networx contractors committed to greater performance levels for some services than those requested by the government; it is suggested that Agencies consult directly with the Networx contractors to determine the performance level to which each has committed.* Performance is aggregate based, meaning that the performance is to be measured at the Agency Hierarchy Code level (of the Agency’s billing organization) over a one-calendar-month period.

If the contractor fails to meet any of the KPIs for a SLA for a given month, then the contractor must issue a credit. The credit is calculated as 12.5% of the MRC for that service at that Agency Hierarchy Code. Further, if the contractor fails to meet the SLA performance objective for two consecutive months, the contractor must credit the Agency 25% of the MRC for that service; failure to meet the SLA performance objective for three consecutive months requires a credit of 50% of the MRC for that service. After the third consecutive month of failure to perform at the specified level, the Agency can discontinue the service without penalty, or can continue service inclusive of the 50% credit.
<table>
<thead>
<tr>
<th>SLA</th>
<th>KPIs</th>
<th>Performance Standards</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Services SLA</td>
<td>Availability (POP-POP, SDP-SDP, Critical)</td>
<td>99.95%, 99.50%, 99.95%</td>
<td>J.13.3.1</td>
</tr>
<tr>
<td></td>
<td>Call Blockage (POP-POP, SDP-SDP, Critical)</td>
<td>0.07, 0.01, 0.01</td>
<td>C.2.2.1.4.1</td>
</tr>
<tr>
<td>Circuit-Switched Data Services SLA</td>
<td>Availability (POP-POP, SDP-SDP, Critical)</td>
<td>99.95%, 99.50%, 99.95%</td>
<td>J.13.3.2</td>
</tr>
<tr>
<td></td>
<td>Call Blockage (POP-POP, SDP-SDP, Critical)</td>
<td>0.07, 0.01, 0.01</td>
<td>C.2.2.2.4.1</td>
</tr>
<tr>
<td>Toll Free Service SLA</td>
<td>Availability (POP-POP, POP-SDP, Critical)</td>
<td>99.95%, 99.50%, 99.95%</td>
<td>J.13.3.3</td>
</tr>
<tr>
<td></td>
<td>Call Blockage (Routine, Critical)</td>
<td>0.07, 0.01</td>
<td>C.2.2.3.4.1</td>
</tr>
<tr>
<td>Combined Services (CS) SLA</td>
<td>Availability-SDP-SDP (Routine, Critical)</td>
<td>99.50%, 99.95%</td>
<td>J.13.3.4</td>
</tr>
<tr>
<td>If the contractor is awarded Internet Protocol Service under CS,</td>
<td>Call Blockage (Routine, Critical)</td>
<td>0.07, 0.01</td>
<td>C.2.6.1.4.1</td>
</tr>
<tr>
<td>the IP KPIs also apply.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Line Service SLA</td>
<td>Availability-POP-POP (Routine, Critical)</td>
<td>99.80%, 99.98%</td>
<td>J.13.3.5</td>
</tr>
<tr>
<td></td>
<td>Availability-SDP-SDP (Routine, Critical)</td>
<td>99.40%, 99.98%</td>
<td>C.2.5.1.4.1</td>
</tr>
<tr>
<td>Frame Relay Service SLA</td>
<td>Data Delivery Rate</td>
<td>99.90%, 99.95%</td>
<td>J.13.3.6</td>
</tr>
<tr>
<td></td>
<td>Latency (Routine, Critical)</td>
<td>120ms, 90ms</td>
<td>C.2.3.1.4.1</td>
</tr>
<tr>
<td>Asynchronous Transfer Mode Service SLA</td>
<td>Availability (PVC)</td>
<td>99.93%</td>
<td>J.13.3.7</td>
</tr>
<tr>
<td></td>
<td>Max. Cell Transfer Delay (CBR, VBRt, VBRnt)</td>
<td>50ms, 55ms, 60ms</td>
<td>C.2.3.2.4.1</td>
</tr>
<tr>
<td></td>
<td>Max. Cell Loss Ratio (CBR, VBRt, VBRnt)</td>
<td>1x10^{-5}, 1x10^{-7}, 1x10^{-8}</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Max. Cell Delay Variation (CBR, VBRnt)</td>
<td>1ms, 1.5ms</td>
<td></td>
</tr>
<tr>
<td>Ethernet Service SLA</td>
<td>Availability (Single-Routine, Double-Critical)</td>
<td>99.50%, 99.99%</td>
<td>J.13.3.8</td>
</tr>
<tr>
<td></td>
<td>Packet Delivery Rate (Routine, Critical)</td>
<td>99.95%, 99.99%</td>
<td>C.2.7.1.4.1</td>
</tr>
<tr>
<td></td>
<td>Latency (CONUS, OCONUS)</td>
<td>100ms, 200ms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jitter</td>
<td>10ms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Failover Time (Routine, Critical)</td>
<td>1 minute, 100ms</td>
<td></td>
</tr>
<tr>
<td>Internet Protocol Service SLA</td>
<td>Availability-Port (Routine, Critical)</td>
<td>99.95%, 100%</td>
<td>J.13.3.9</td>
</tr>
<tr>
<td></td>
<td>Latency (Routine, Critical)</td>
<td>60ms, 50ms</td>
<td>C.2.4.1.4.1</td>
</tr>
<tr>
<td></td>
<td>Data Delivery Rate</td>
<td>99.95%, 100%</td>
<td></td>
</tr>
<tr>
<td>Premises-Based Internet Protocol Virtual Private Network Services SLA</td>
<td>Availability</td>
<td>99.90%</td>
<td>J.13.3.10</td>
</tr>
<tr>
<td></td>
<td>Latency</td>
<td>120ms, 300ms</td>
<td>C.2.7.2.4.1</td>
</tr>
<tr>
<td>Network-Based Internet Protocol Virtual Private Network Services SLA</td>
<td>Availability-VPN w/Dial Failover (Routine, Critical)</td>
<td>99.90%, 99.99%</td>
<td>J.13.3.11</td>
</tr>
<tr>
<td></td>
<td>Latency (CONUS, OCONUS)</td>
<td>70ms, 150ms</td>
<td>C.2.7.3.4.1</td>
</tr>
<tr>
<td>Voice over IP Transport Services SLA</td>
<td>Availability (Routine, Critical)</td>
<td>99.60%, 99.90%</td>
<td>J.13.3.12</td>
</tr>
<tr>
<td></td>
<td>Packet Loss</td>
<td>0.40%</td>
<td>C.2.7.8.4.1</td>
</tr>
<tr>
<td></td>
<td>Latency</td>
<td>200ms, 10ms</td>
<td></td>
</tr>
<tr>
<td>IP Telephony Services SLA</td>
<td>Availability (Routine, Critical)</td>
<td>99.60%, 99.90%</td>
<td>J.13.3.13</td>
</tr>
<tr>
<td></td>
<td>Packet Loss</td>
<td>0.40%</td>
<td>C.2.7.10.4.1</td>
</tr>
<tr>
<td></td>
<td>Latency</td>
<td>200ms, 10ms</td>
<td></td>
</tr>
<tr>
<td>SONET Services SLA</td>
<td>Availability (Routine, Critical)</td>
<td>99.00%, 99.999%</td>
<td>J.13.3.14</td>
</tr>
<tr>
<td></td>
<td>Bit Error Rate</td>
<td>1x10^{-12}</td>
<td>C.2.5.2.4.1</td>
</tr>
<tr>
<td>Optical Wavelength Service SLA</td>
<td>Availability (over ASTN or WDM) Routine</td>
<td>99.00%</td>
<td>J.13.3.15</td>
</tr>
<tr>
<td>ASTN – Automatic Switched Transport Network WDM – Wavelength Division Multiplexing</td>
<td>Availability (over ASTN or WDM) Critical</td>
<td>99.999%</td>
<td>C.2.5.4.1.4.1</td>
</tr>
<tr>
<td></td>
<td>Bit Error Rate (over ASTN or WDM)</td>
<td>1x10^{-12}</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restoration Time ASTN CONUS (Routine, Critical)</td>
<td>300ms, 60ms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restoration Time ASTN Non-Dom (Routine, Critical)</td>
<td>4 seconds, 1 second</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Restoration Time over WDM (Routine, Critical)</td>
<td>100ms, 60ms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Latency ASTN CONUS</td>
<td>100ms</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Latency ASTN Non-Dom (Routine, Critical)</td>
<td>400ms, 200ms</td>
<td></td>
</tr>
<tr>
<td>Dedicated Hosting SLA</td>
<td>Availability (Internet Connection)</td>
<td>99.99%</td>
<td>J.13.3.16</td>
</tr>
<tr>
<td></td>
<td>Availability (Web Site)</td>
<td>99.70%</td>
<td>C.2.4.2.4.1</td>
</tr>
</tbody>
</table>

Note that each of the 16 SLAs above also requires a Time to Restore KPI. With no dispatch required the Time to Restore is 4 hours; the Time to Restore with dispatch is 8 hours.
2.3 Service-Independent SLAs

There are three service-independent SLAs which are applicable to all service provided under the Networx contracts, not just the sixteen services described in section 2.2 above. A fourth SLA, Billing Accuracy, is monitored by GSA and is not covered in this guide.

Table 2 lists the three SLAs that apply to all services, the Key Performance Indicators that comprise the SLAs and the contract references for both the Universal and Enterprise contracts. As with the service-specific SLAs, one or more KPI is required. The table references the section of the contract that specifies the acceptable quality level for each performance metric that comprises each SLA. The methodology for calculating credits associated with failure to perform as required is included in the table.

<table>
<thead>
<tr>
<th>SLA</th>
<th>KPIs</th>
<th>Credit Arrangement</th>
<th>Contract Reference Universal</th>
<th>Contract Reference Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Outage SLA</td>
<td>Out of Service Condition</td>
<td>Incident Based. Monthly Recurring Cost for the service that experienced the outage x (0.025) x (duration of the outage in hours and tenths of an hour minus 0.2 hours (12 minutes), according to the contractor’s trouble report).</td>
<td>J.13.3.17</td>
<td>J.13.3.18</td>
</tr>
<tr>
<td>Time-to-Restore SLA</td>
<td>≤ 4 hours (no dispatch) ≤ 8 hours (dispatch required)</td>
<td>Incident Based. 50% of the MRC for the affected circuit or service incident.</td>
<td>J.13.3.18</td>
<td>J.13.3.19</td>
</tr>
<tr>
<td>On-Time Provisioning SLA</td>
<td>Provision Order Within Interval Specified in J.13.3.18</td>
<td>Incident Based. 50% of the Non-Recurring Charge(s) or 50% of the MRC(s) for the entire order, whichever is greater.</td>
<td>J.13.3.19</td>
<td>J.13.3.20</td>
</tr>
</tbody>
</table>

These three SLAs are incident-based, meaning credit is due per incident. Each credit is calculated as a percentage of the Monthly Recurring Charge (MRC), not to exceed 100% of the MRC. For the Service Outage SLA, an out-of-service condition will result in a credit that is calculated at 2.5% of the MRC for duration of the outage. For the Time-to-Restore SLA, failure to restore service in under four hours (without dispatch) or eight hours (with dispatch) will result in a credit of 50% of the MRC. Failure to meet the On-Time Provisioning SLA requires a credit that is the greater of 50% of the Non-Recurring Charge (NRC) or 50% of the quoted MRC for the entire order.

Specific examples of the application of credits can be found in Appendix B.

2.4 Roles and Responsibilities

The roles and responsibilities of the contractor, the Agency, and GSA in managing Networx SLAs are outlined in Table 3 and described in more detail in Sections 3, 4, and 5. The contractor is responsible for meeting SLA requirements. The Agency is responsible for verifying SLA compliance for all
SLAs that affect the Agency. GSA is responsible for resolving SLA issues escalated by the Agency.

**Table 3. Networx SLA Management Roles and Responsibilities**

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Contractor | • Responsible for meeting SLA requirements  
               • Provides Agency-Specific SLA Monthly Compliance Report and other self assessments to verify compliance  
               • Awards SLA credits upon request |
| Agency     | • Verifies the contractor’s compliance assessments  
               • Tracks SLA-related trouble reports  
               • Reviews Agency-Specific SLA Monthly Compliance Reports and other contractor self assessments  
               • At its sole discretion, independently verifies compliance with certain SLAs  
               • Resolves each SLA issue that affects the Agency with contractor  
               • Issues Credit Notification Forms when SLA performance requirements are not met  
               • Ensures credit requests are resolved satisfactorily  
               • Escalates unresolved SLA issues to GSA |
| GSA        | • Reviews contractor Program Monthly Status Reports, Agency-Specific SLA Monthly Compliance Reports, and other contractor self assessments and checks for internal consistency  
               • Resolves SLA issues escalated by Agencies  
               • Negotiates with the contractor to change, add, or delete SLAs |

The workflow of the Networx SLA Management process is shown in Figure 1.
3. Contractor's Role

The contractor is responsible for meeting SLA requirements. These responsibilities include delivering the service, maintaining the service at specified acceptable quality levels, measuring the Key Performance Indicators (KPIs), reporting on compliance, and issuing the specified credit when an SLA fails to meet the performance objective.

3.1 Measurement

The contractor will measure the SLAs in accordance with the Networx contract. See Appendix A for detailed information.

3.2 Reporting

The contractor will provide the following monthly reports in two versions, one that is Agency-specific and a composite version for GSA:

1. **SLA Monthly Compliance Report.** The contents of the Agency-Specific SLA Monthly Compliance Report are specified in Section C.3.2.4.2.2.4; and the contents of the GSA version, which is a part of the Program Monthly Status Report, are specified in Section C.3.2.4.1.3.4 of the
Networx contracts. These reports document each SLA by name, the Acceptable Quality Level, the actual performance during the reporting interval, trends from the previous three reports, and corrective actions for any non-compliant SLAs. All known SLA violations should be reported by the contractor in the Agency-Specific SLA Monthly Compliance Report. The contractor will deliver this report to the point of contact specified by the Agency within five business days after the end of the calendar month.

2. **Trouble Management Performance Summary Report.** The contents of this report are specified in Section C.3.3.1.4.1.1.4 of the Networx contracts. It summarizes the number of trouble reports opened and resolved during the reporting period. The contractors will deliver this report to the point of contact specified by the Agency within 15 business days after the end of the calendar month.

3. **Trouble Management Incident Performance Report.** The contents of this report are specified in Section C.3.3.1.4.1.2.4 of the Networx contracts. It describes each trouble report issued during the reporting period by contractor trouble report number, Agency and Agency Hierarchy Code (AHC), Unique Billing Identifier (UBI), time opened, and time resolved. The contractor will deliver this report to the point of contact specified by the Agency within five business days after the end of the calendar month.

4. **Order Processing Performance Report.** The contents of this report are specified in Section C.3.5.1.4.1.1.4 of the Networx contracts. It summarizes the orders received during the reporting period, the percentage of orders that met the requirements of the On-Time Provisioning SLA, and the percentage of orders that met the customer want date. The contractor will deliver this report to the point of contact specified by the Agency within 10 business days after the end of the calendar month.

5. **Service-Specific Performance Reports.** The contractor will provide a Service-Specific Performance Report for each service delivered in accordance with Section C.7 of the Networx contracts. The report will describe the performance of each KPI specified in Section C.7 and identify each service and each KPI that failed to meet performance requirements. The contractor will deliver this report to the point of contact specified by the Agency within 5 business days after the end of the calendar month.

3.3 **Credits and Adjustments**

If the contractor fails to meet a performance objective, the Agency is entitled to request and receive the specified credit -- unless the failure was caused by the Government. The contractor will work with the Government to resolve requests
for SLA credits. The contractor will credit the Agency within two billing cycles after receiving a Credit Notification Form.

4. **Agency’s Role**

While it is strictly up to the Agency to decide how to perform its role in managing Networx SLAs, GSA recommends that the Agency proceed as follows:

4.1 **Review the Agency-Specific SLA Monthly Compliance Report**

Each contractor is required to submit to the Agency an “Agency-Specific SLA Monthly Compliance Report.” This report serves as the basis for all SLA compliance and resulting requests for credit for non-compliance.

This report contains:

- Each SLA by name,
- Required performance target,
- Actual performance for the calendar month,
- Trends from the previous three months, and
- Corrective actions for any SLA that fails to meet its performance objective.

This report is a required contract deliverable, and is labeled F2.29 under the Universal contracts and F2.27 under the Enterprise contracts. It is due to the Agency no later than 5 business days after the end of each calendar month. As indicated in Section C.3.2.4.2.2.2 of the Networx contracts, the contractor will send the Agency-Specific SLA Monthly Compliance Report to the Designated Agency Representative (DAR) unless otherwise directed by the Agency.

4.2 **Identify Discrepancies**

During review of the Report, the Agency should identify any SLAs for which there is a discrepancy between the contract-required performance target and the actual performance.

In the event that actual performance is less than that required by the SLA, the Agency is entitled to a credit, as described in J.13.4 of the Networx contracts. Those requirements are repeated in Appendix A of this document.

Networx contracts require that the performance objective for aggregate-based SLAs be met for each billing Agency Hierarchy Code (AHC) specified by the Agency. The Agency may specify multiple billing AHCs.

4.3 **Apply for Credit**

Consistent with standard commercial practice, Networx SLA credits are not awarded automatically. The Agency must request them. The Agency has up to six months to request SLA credits.
The Networx contracts include recommended Credit Notification Forms to be used by the Agency when requesting credits. The recommended forms are also included in Appendix A of this document. The Agency’s Credit Notification Forms should be sent to the appropriate point of contact listed on the contractor’s Networx web site. Note that some contractors may have modified the forms to suit on-line submission. The contractors’ Points of Contact are listed on their respective Networx web sites, which have the URLs shown in Table 4.

<table>
<thead>
<tr>
<th>Networx Contract</th>
<th>Contract #</th>
<th>Networx Web Site URL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T – Universal</td>
<td>GS00T07NSD0007</td>
<td><a href="https://www.businessdirect.att.com/portal">https://www.businessdirect.att.com/portal</a></td>
</tr>
<tr>
<td>AT&amp;T – Enterprise</td>
<td>GS00T07NSD0041</td>
<td><a href="https://www.businessdirect.att.com/portal">https://www.businessdirect.att.com/portal</a></td>
</tr>
<tr>
<td>Level 3 – Enterprise</td>
<td>GS00T07NSD0037</td>
<td><a href="http://www.level3.com/government">http://www.level3.com/government</a></td>
</tr>
<tr>
<td>Qwest – Universal</td>
<td>GS00T07NSD0002</td>
<td><a href="https://controlnetworx.qwest.com/portal/site/qcnetworx">https://controlnetworx.qwest.com/portal/site/qcnetworx</a></td>
</tr>
<tr>
<td>Qwest – Enterprise</td>
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<td><a href="https://controlnetworx.qwest.com/portal/site/qcnetworx">https://controlnetworx.qwest.com/portal/site/qcnetworx</a></td>
</tr>
<tr>
<td>Sprint – Enterprise</td>
<td>GS00T07NSD0039</td>
<td><a href="https://networx.sprint.com">https://networx.sprint.com</a></td>
</tr>
</tbody>
</table>

GSA recommends the review of the Agency-Specific SLA Monthly Compliance Report and any resulting requests for SLA credits be performed on a monthly basis. However, the Agency may submit credit notifications up to six months after a trouble report regarding the incident was opened or the Agency accepts the contractor’s Agency-Specific SLA Monthly Compliance Report, Trouble Management Performance Summary, Order Processing Performance Report, or Technical Report.

4.4 Ensure Receipt of SLA Credit

The SLA credit should appear in the Agency’s invoice and adjustments file within two billing cycles after the Agency issues the Credit Notification Form.

4.5 Escalate an SLA Issue or Obtain Help from GSA

The GSA points of contact are the Agency’s Technology Service Managers (TSM) or the Networx Help Desk (866-472-0274 or networx.support@gsa.gov). A list of TSMs is provided at www.gsa.gov/gams.

4.6 Other Information
GSA recommends that the Agency retain all pertinent information\(^1\) regarding a possible SLA violation and not rely entirely on the contractor's self assessments. If the Agency's information conflicts with the contractor's Agency-Specific SLA Monthly Compliance Report,\(^2\) the Agency should resolve the discrepancy directly with the contractor. The Agency, at its sole discretion, may independently measure Key Performance Indicators (KPIs) that are part of an SLA. The Agency should resolve conflicts with the appropriate contractor point of contact, which may depend on the nature of the inquiry (e.g., opening a trouble report, resolving a billing dispute, or issuing a Credit Notification Form). GSA recommends that whenever possible the Agency document its requests for credit using information in the Agency-Specific SLA Monthly Compliance Report or contractor trouble reports. Other sources of information may be more difficult to reconcile with the contractor.

5. **GSA’s Role**

5.1 **Review Contractor Reports**

GSA will identify inconsistencies between the contractor's Program Monthly Status Report, service-specific Performance Reports, Trouble Management Reports, Order Processing Performance Report, and other information provided by the contractor and the Agency.

5.2 **Resolve SLA Issues Escalated by Agencies**

GSA will resolve SLA issues escalated by Agencies. GSA will verify the facts and work with the Agency and the contractor to resolve each SLA issue.

GSA will prepare an agenda of unresolved SLA issues prior to the Quarterly Program Review with the contractor and an SLA Major Issues Report for the contract file to document the results of the meeting. This report will list the issues resolved, the issues that remain open, and the action items that the responsible parties are taking to resolve them.

GSA will report at least quarterly to the Agency on the status of escalated SLA issues.

5.3 **Negotiate with the Contractor to Add, Delete, or Modify an SLA**

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\(^1\) The information that should be retained by the Agency depends on the type of SLA violation. For example, the information required to receive credit for an On-Time Provisioning violation is different from that required for a Time to Restore violation. See Appendix B for GSA’s detailed recommendations.

\(^2\) The contractor should report all SLA performance deficiencies in the Agency-Specific SLA Monthly Compliance Report. GSA recommends that the Agency use the contractor’s Trouble Management Performance Summary, Trouble Management Incident Performance Report, Order Processing Performance Report, and Service-Specific Performance Reports as secondary sources of information in verifying compliance.
GSA or the contractor may request a contract modification to add, delete, or modify an SLA. The Agency may request that GSA add, delete, or modify an SLA in accordance with the provisions Section J.13.6 of the Networx contracts (see Appendix A). If GSA and the contractor agree that the proposed change is within the scope of the contract and is appropriate, it will be executed.
Appendix A. SLAs in Networx Contracts

The Networx SLAs are described in Sections H.14 and J.13 of the Networx Universal and Enterprise contracts; the SLAs for Networx Universal are repeated verbatim in this appendix. Also included in this appendix is Section J.12.3, which defines service provisioning intervals.

The “Credits and Consideration” requirement described in Section H.14 is identical in Networx Universal and Networx Enterprise. The defined SLAs for Universal and Enterprise are identical, with the exception of one additional SLA in Enterprise, which causes the numbering of the SLAs to differ slightly. The SLAs identified in J.13.3.17 through J.13.3.20 in Universal are numbered J.13.3.18 through J.13.3.21 in Enterprise.

The forms presented in this appendix are the ones suggested in the RFP; each contractor may have proposed other forms/formats in accordance with program management plan, and may be found at each contractor’s website as identified in Table 2 of this document.

H.14 CREDITS AND CONSIDERATION FOR FAILURE TO PROVIDE SERVICE OR MEET CONTRACT REQUIREMENTS

If the contractor fails to meet the performance objectives specified in the Service Level Agreements (SLAs) contained in Attachment J.13 of this contract, the Government is entitled to receive credit in a future monthly invoice. The amount of credit shall be calculated as specified in Attachment J.13.4, Credit Arrangements.

For all SLAs except the Billing Accuracy SLA (Attachment J.13.3, SLA Performance Objectives), the Agency Hierarchy Code on the invoice defines the customer who will receive the credit. (See Attachment J.12, Ordering and Billing Data Elements, for a description of the Agency Hierarchy Code.) For the Billing Accuracy SLA, GSA will receive the credit. The credit shall be applied within the next two billing cycles after the Government notifies the contractor that a credit is due.

To qualify for credit, the Government must submit a credit notification within six calendar months after a trouble report regarding the incident was opened or the Government accepts the contractor’s SLA Compliance Report, Trouble Management Performance Summary, Order Processing Performance Report, or Technical Report that documents the apparent performance deficiency. (See Sections C.3.2, Program Management, C.3.3, Service Management, C.3.5, Service Ordering, and C.7, Technical Reports, for more information about these reports.) Example credit notification forms are in Section J.13.5.

In the event that the contractor disputes the Government’s determination that a credit is due, the dispute shall be handled in accordance with Section C.3.6.3, Billing Disputes and Adjustments.
The contractor is responsible for services provided by its subcontractors and any other providers that the contractor uses to deliver Networx services.

The Government may grant a waiver from all or part of a credit if exceptional circumstances warrant.

J.13 Service Level Agreements
J.13.1 Introduction

A Service Level Agreement (SLA) is an agreement between the General Services Administration (GSA) and the contractor to provide a service at a performance level that meets or exceeds the specified performance objective(s). Sixteen of the SLAs are for technical services specified in Attachment J.13.3, SLA Performance Objectives. These SLAs are service specific. If awarded the service cited in the SLA, the contractor shall comply with the SLA. [Three] SLAs apply to all services awarded, except where otherwise indicated, and are termed service-independent. The contractor shall comply with each service-independent SLA for all awarded services.

The 16 service-specific SLAs are:

1. Voice Services SLA
2. Circuit-Switched Data Services SLA
3. Toll-Free Service SLA
4. Combined Services SLA
5. Private Line Service SLA
6. Frame Relay Service SLA
7. Asynchronous Transfer Mode Service SLA
8. Ethernet Service SLA
9. Internet Protocol Service SLA
10. Premises-Based Internet Protocol Virtual Private Network Services SLA
11. Network-Based Internet Protocol Virtual Private Network Services SLA
12. Voice over IP Transport Services SLA
13. IP Telephony Services SLA
14. SONET Services SLA
15. Optical Wavelength Service SLA
16. Dedicated Hosting SLA

The [three] service-independent SLAs are:

17. Service Outage SLA
18. Time to Restore SLA
19. On-Time Provisioning SLA

Each SLA consists of five elements: definitions, measurement approach, performance objectives, credit arrangements, and credit notification forms, as shown in Figure J.13.1-1.
Definitions of the terms used in each SLA are established in Attachment J.11, Glossary. Measurement guidelines are specified in Sections C.2, Technical Requirements, and C.3, Management and Operations. The performance objectives are based on Key Performance Indicators and Acceptable Quality Levels specified in Section C.2. The credit arrangements are specified in Attachment J.13.4; and suggested forms for requesting credit if the contractor fails to meet a performance objective are described in Attachment J.13.5, Networx Credit Notification Forms.

In addition to the SLAs specified herein, GSA may negotiate additional SLAs with the contractor at any time after contract award that may result in a contract modification as defined in Section G.3, Contract Modification. A format for specifying additional SLAs is provided in Attachment J.13.6, Suggested Format for Future Service Level Agreements. Once established, an SLA may only be changed in accordance with the contract modification process defined in Section G.3.

J.13.2 SLA Measurement Guidelines

Networx performance objectives are measurable service attributes that are key indicators of contractor performance. Networx performance objectives use metrics that are either incident based or aggregate based. Incident-based metrics (e.g., Time to Restore or On-Time Provisioning) are based on a single occurrence of service delivery. Aggregate-based metrics (e.g., Availability) are based on multiple incidents of service delivery that shall be aggregated at the level of the Agency Hierarchy Code that corresponds to the Agency’s billing organization as defined in Section J.12.4.1 and averaged over a calendar month.

There is a direct correlation between the performance objectives required for each service in Attachment J.13.3 and the Key Performance Indicators (KPIs) specified in Section C.2, Technical Requirements. The Government has streamlined the Section C.2 KPI requirements associated with each Attachment J.13.3 service. The performance objectives for each service in Attachment J.13.3 are a subset of the KPIs specified in Section C.2, Technical Requirements. The selected KPIs are called SLA performance objectives.
The threshold of acceptability for each service-specific SLA performance objective is called an Acceptable Quality Level (AQL), which is specified in Section C.2, Technical Requirements. Contractors shall refer to the appropriate technical subsection of Section C.2 for measurement guidance regarding each performance objective specified in Attachment J.13.3.

The service-specific SLAs are based on five performance objectives; and each of these five performance objectives uses an aggregate-based performance metric, as shown in Table J.13.2-1:

<table>
<thead>
<tr>
<th>Performance Objective</th>
<th>Type of Metric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability</td>
<td>Aggregate Based</td>
</tr>
<tr>
<td>Grade of Service (GOS)</td>
<td>Aggregate Based</td>
</tr>
<tr>
<td>Jitter</td>
<td>Aggregate Based</td>
</tr>
<tr>
<td>Latency</td>
<td>Aggregate Based</td>
</tr>
<tr>
<td>Response Time</td>
<td>Aggregate Based</td>
</tr>
</tbody>
</table>

The type of metric used by the service-independent SLAs is shown in Table J.13.2-2:

<table>
<thead>
<tr>
<th>SLA</th>
<th>Type of Metric</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Outage SLA</td>
<td>Incident Based</td>
</tr>
<tr>
<td>Time to Restore SLA</td>
<td>Incident Based</td>
</tr>
<tr>
<td>On-Time Provisioning SLA</td>
<td>Incident Based</td>
</tr>
</tbody>
</table>

The contractor shall measure the performance objectives of each applicable SLA and report the results in the monthly SLA Compliance Report, which is part of the contractor’s Program Monthly Status Report that is described in Section C.3.2.4 and included in the Agency-Specific SLA Monthly Compliance Report, also described in Section C.3.2.4. For each awarded service, the contractor shall show numerically whether the measured results equal or exceed the AQL for that SLA performance objective and comment on any performance deficiencies. The Government intends to use information from other sources, including Section C.3.3, Service Management, Section C.3.5, Service Ordering, and Section C.7, Technical Reports, to provide confirmation.

The contractor shall describe its procedure for measuring and sampling applicable SLA performance for each service awarded in the quality assurance section of the Program Management Plan (see Section C.3.2.2.2, Program Management Plan) and shall comply with the guidance contained in this attachment, Section C.2, Technical Requirements, and Attachment J.13.3, SLA Performance Objectives.
J.13.3  SLA Performance Objectives
This section lists the service-specific and the service-independent SLAs. For most
service-specific SLAs, two service levels are specified, routine and critical. Routine
service levels describe the basic performance objectives required to meet the needs
of most Agencies. Routine service levels are priced as part of the basic service (see
Section B.2, Pricing Tables). Critical service levels meet the needs of Agencies
that require higher performance levels and are priced separately (see Section B.2).

J.13.3.1  Performance Objectives for Voice Services SLA
The Voice Services (VS) SLA performance objectives are:

1. Availability – The contractor shall meet the AQLs for the Availability (POP-to-
   POP and SDP-to-SDP) KPIs specified in Section C.2.2.1.4.1.

2. Grade of Service (Call Blockage) – The contractor shall meet the AQLs for
   the Grade of Service (SDP-to-SDP Call Blockage) KPI specified in Section
   C.2.2.1.4.1.

J.13.3.2  Performance Objectives for Circuit-Switched Data Services SLA
The Circuit Switched Data Service (CSDS) SLA performance objectives are:

1. Availability – The contractor shall meet the AQLs for the Availability (POP-to-
   POP and SDP-to-SDP) KPIs specified in Section C.2.2.2.4.1.

2. Grade of Service (Call Blockage) – The contractor shall meet the AQLs for
   the Grade of Service (SDP-to-SDP Call Blockage) KPI specified in Section
   C.2.2.2.4.1.

J.13.3.3  Performance Objectives for Toll-Free Service SLA
The Toll-Free Service (TFS) SLA performance objective is:

1. Availability – The contractor shall meet the AQLs for the Availability (POP-to-
   POP and POP-to-Terminating SDP) KPIs specified in Section C.2.2.3.4.1.

J.13.3.4  Performance Objectives for Combined Services SLA
The Combined Services (CS) SLA performance objectives are:

1. Availability – The contractor shall meet the AQLs for the Availability (SDP-to-
   SDP) KPIs specified in Section C.2.6.1.4.1.

2. Grade of Service (Call Blockage) – The contractor shall meet the AQLs for
   the Grade of Service (Call Blockage) KPI specified in Section C.2.6.1.4.1.

In addition, if the contractor is awarded (optional) Toll-Free Calling Service under CS,
the following SLA performance objective applies:

3. Availability – The contractor shall meet the AQLs for the Availability (POP-to-
   POP and POP-to-Terminating SDP) KPIs specified in Section C.2.2.3.4.1.
If the contractor is awarded (optional) Internet Protocol Service under CS, the following SLA performance objectives apply:

4. Availability (Port) – The contractor shall meet the AQLs for the Availability (Port) KPI specified in Section C.2.4.1.4.1.

5. Latency – The contractor shall meet the AQLs for the CONUS Latency KPIs specified in Section C.2.4.1.4.1.

6. Grade of Service (Data Delivery Rate) – The contractor shall meet the AQLs for the Grade of Service (Data Delivery Rate) KPIs specified in Section C.2.4.1.4.1.

J.13.3.5 Performance Objectives for Private Line Service SLA
The Private Line Service (PLS) SLA performance objective is as follows:

1. Availability – The contractor shall meet the AQLs for the Availability (POP-to-POP and SDP-to-SDP) KPIs specified in Section C.2.5.1.4.1.

J.13.3.6 Performance Objectives for Frame Relay Service SLA
The Frame Relay Service (FRS) SLA performance objectives are:

1. Availability (Permanent Virtual Circuit (PVC)) – The contractor shall meet the AQL for the Availability (PVC) KPI specified in Section C.2.3.1.4.1.

2. Grade of Service (Data Delivery Rate) – The contractor shall meet the AQLs for the Grade of Service (Data Delivery Rate) KPIs specified in Section C.2.3.1.4.1.

3. Latency (PVC) – The contractor shall meet the AQLs for the CONUS Latency (PVC) KPIs specified in Section C.2.3.1.4.1.

J.13.3.7 Performance Objectives for Asynchronous Transfer Mode Service SLA
The Asynchronous Transfer Mode Service (ATMS) SLA performance objectives are:

1. Availability (PVC) – The contractor shall meet the AQL for the Availability (PVC) KPI specified in Section C.2.3.2.4.1.

2. Grade of Service (Max Cell Transfer Delay) – The contractor shall meet the AQLs for the CONUS Grade of Service (Max Cell Transfer Delay) KPIs specified in Section C.2.3.2.4.1 for Constant Bit Rate (CBR), Variable Bit Rate - real time (VBRrt), and Variable Bit Rate – non-real-time (VBRnrt) ATMS.

3. Grade of Service (Max Cell Loss Ratio) – The contractor shall meet the AQLs for the Grade of Service (Max Cell Loss Ratio) KPIs specified in Section C.2.3.2.4.1 for CBR, VBRrt, and VBRnrt ATMS.

4. Grade of Service (Max Cell Delay Variation) – The contractor shall meet the AQLs for the Grade of Service (Max Cell Delay Variation) KPIs specified in Section C.2.3.2.4.1 for CBR, VBRrt, and VBRnrt ATMS.
Performance Objectives for Ethernet Services SLA
If the contractor is awarded (optional) Ethernet Service (ES), the following SLA performance objectives apply:

1. Availability – The contractor shall meet the AQLs for the Availability KPI specified in Section C.2.7.1.4.1.

2. Grade of Service (Packet Delivery Rate) – The contractor shall meet the AQLs for the Grade of Service (Packet Delivery Rate) KPI specified in Section C.2.7.1.4.1.

3. Jitter (Packet) – The contractor shall meet the AQL for the Jitter (Packet) KPI specified in Section C.2.7.1.4.1.

Performance Objectives for Internet Protocol Services SLA
The Internet Protocol Service (IPS) SLA performance objectives are:

1. Availability (Port) – The contractor shall meet the AQLs for the Availability (Port) KPIs specified in Section C.2.4.1.4.1.

2. Latency – The contractor shall meet the AQLs for the CONUS Latency KPIs specified in Section C.2.4.1.4.1.

3. Grade of Service (Data Delivery Rate) – The contractor shall meet the AQLs for the Grade of Service (Data Delivery Rate) KPIs specified in Section C.2.4.1.4.1.

Performance Objectives for Premises-Based Internet Protocol IP Virtual Private Network (VPN) Services SLA
The Premises-Based IP VPN Service (PBIP-VPNS) SLA performance objectives pertain to SDP-to-SDP service and are:

1. Availability (VPN) – The contractor shall meet the AQL for the Availability (VPN) KPI specified in Section C.2.7.2.4.1.

2. Latency – The contractor shall meet the AQL for the CONUS Latency KPI specified in Section C.2.7.2.4.1.

Performance Objectives for Network-Based IP VPN Services SLA
The Network-Based IP VPN Service (NBIP-VPNS) SLA performance objectives are:

1. Availability (VPN) – The contractor shall meet the AQLs for the Availability (VPN with dial failover) KPIs specified in Section C.2.7.3.4.1.

2. Latency – The contractor shall meet the AQLs for the CONUS Latency KPIs specified in Section C.2.7.3.4.1.

Performance Objectives for Voice over IP Transport Services SLA

J.13.3.8 Performance Objectives for Ethernet Services SLA
If the contractor is awarded (optional) Ethernet Service (ES), the following SLA performance objectives apply:

1. Availability – The contractor shall meet the AQLs for the Availability KPI specified in Section C.2.7.1.4.1.

2. Grade of Service (Packet Delivery Rate) – The contractor shall meet the AQLs for the Grade of Service (Packet Delivery Rate) KPI specified in Section C.2.7.1.4.1.

3. Jitter (Packet) – The contractor shall meet the AQL for the Jitter (Packet) KPI specified in Section C.2.7.1.4.1.

J.13.3.9 Performance Objectives for Internet Protocol Services SLA
The Internet Protocol Service (IPS) SLA performance objectives are:

1. Availability (Port) – The contractor shall meet the AQLs for the Availability (Port) KPIs specified in Section C.2.4.1.4.1.

2. Latency – The contractor shall meet the AQLs for the CONUS Latency KPIs specified in Section C.2.4.1.4.1.

3. Grade of Service (Data Delivery Rate) – The contractor shall meet the AQLs for the Grade of Service (Data Delivery Rate) KPIs specified in Section C.2.4.1.4.1.

J.13.3.10 Performance Objectives for Premises-Based Internet Protocol IP Virtual Private Network (VPN) Services SLA
The Premises-Based IP VPN Service (PBIP-VPNS) SLA performance objectives pertain to SDP-to-SDP service and are:

1. Availability (VPN) – The contractor shall meet the AQL for the Availability (VPN) KPI specified in Section C.2.7.2.4.1.

2. Latency – The contractor shall meet the AQL for the CONUS Latency KPI specified in Section C.2.7.2.4.1.

J.13.3.11 Performance Objectives for Network-Based IP VPN Services SLA
The Network-Based IP VPN Service (NBIP-VPNS) SLA performance objectives are:

1. Availability (VPN) – The contractor shall meet the AQLs for the Availability (VPN with dial failover) KPIs specified in Section C.2.7.3.4.1.

2. Latency – The contractor shall meet the AQLs for the CONUS Latency KPIs specified in Section C.2.7.3.4.1.

J.13.3.12 Performance Objectives for Voice over IP Transport Services SLA
The Voice over Internet Protocol Transport Service (VOIPTS) SLA performance objectives pertain to SDP-to-SDP service and are:

1. Availability – The contractor shall meet the AQLs for the Availability KPIs specified in Section C.2.7.8.4.1.

2. Grade of Service (Packet Loss) – The contractor shall meet the AQLs for the Grade of Service (Packet Loss) KPIs specified in Section C.2.7.8.4.1.

3. Jitter (Packet) – The contractor shall meet the AQL for the Jitter (Packet) KPI specified in Section C.2.7.8.4.1.

J.13.3.13 Performance Objectives for IP Telephony Services SLA
The Internet Protocol Telephony Service (IPTelS) SLA performance objectives are:

1. Availability – The contractor shall meet the AQLs for the Availability KPIs specified in Section C.2.7.10.4.1.

2. Grade of Service (Packet Loss) – The contractor shall meet the AQLs for the Grade of Service (Packet Loss) KPIs specified in Section C.2.7.10.4.1.

3. Jitter – The contractor shall meet the AQL for the Jitter KPI specified in Section C.2.7.10.4.1.

J.13.3.14 Performance Objectives for SONET Service SLA
The Synchronous Optical Network Service (SONET) SLA performance objectives are:

1. Availability – The contractor shall meet the AQLs for the Availability (SDP-to-SDP) KPIs specified in Section C.2.5.2.4.1.

J.13.3.15 Performance Objectives for Optical Wavelength Services SLA
The Optical Wavelength Service (OWS) SLA performance objectives pertain to each optical wavelength for SDP-to-SDP service and are as follows:

1. Availability – The contractor shall meet the AQLs for the Availability KPIs specified in Section C.2.5.4.1.4.1 for OWS over a Wavelength Division Multiplexing (WDM) arrangement and in Section C.2.5.4.2.4.1 for OWS over an Automatic Switched Transport Network (ASTN) if awarded this optional service.

2. Response Time (Restoration Time to Reroute Traffic) - The contractor shall meet the AQLs for the Response Time (Restoration Time to Reroute Traffic) KPIs specified in Section C.2.5.4.1.4.1 for OWS over a WDM arrangement and specified in Section C.2.5.4.2.4.1 for OWS over an ASTN if awarded this optional service.

J.13.3.16 Performance Objectives for Dedicated Hosting Service SLA
The Dedicated Hosting Services (DHS) SLA performance objectives are:
1. Availability (Internet Connection) – The contractor shall meet the AQLs for the availability (Internet Connection) KPI specified in Section C.2.4.2.4.1.

2. Availability (Web Site) – The contractor shall meet the AQL for the Availability (Web Site) KPI specified in Section C.2.4.2.4.1

The 16 SLAs described previously are service dependent. The next four SLAs apply to all services awarded to the contractor unless otherwise indicated.

J.13.3.17 Performance Objective for Service Outage SLA (Service Independent and Incident Based)
The performance objective for the Service Outage SLA is that there shall be no loss of service availability during the calendar month except for those instances where the customer has agreed to a scheduled service outage in advance in accordance with Section C.3.3.1.2, Network Management Functional Requirements.

J.13.3.18 Performance Objectives for Time to Restore SLA (Incident Based)
The contractor shall restore service in accordance with the performance objectives specified in Section C.3.3.1.2, Network Management Functional Requirements.

J.13.3.19 Performance Objectives for On-Time Provisioning SLA (Incident Based)
For routine orders and Class B expedited orders, the contractor shall complete the order within the provisioning intervals defined in Table J.12.3-1, Service Provisioning Intervals Table, in Attachment J.12.3, Service Provisioning Intervals. The provisioning interval for routine and Class B expedited orders shall be measured in calendar days from the service order confirmation date in the Service Order Confirmation to the completion date in the Service Order Completion Notice (SOCN) in accordance with Section C.3.5, Service Ordering. The provisioning interval may depend on the service (such as Voice Service or Frame Relay Service) and the priority of the order (routine or Class B expedited).

For project orders (orders that require special treatment by the contractor due to the size, complexity, or importance of the services ordered), the performance objective shall be based on the baseline completion dates in the Service Delivery Project Plan (SDPP) or the Transition Project Specific Plan (TPSP) agreed upon by the Government and the contractor at the time orders are placed and confirmed by the contractor. These baseline dates shall be the firm order commitment dates for each order within the project, and the firm order commitment dates shall meet the provisioning interval objectives in Table J.12.3-1 for routine or Class B expedited orders unless the Government agrees in advance to different firm order commitment dates.

For orders such as Telecommunications Service Priority (TSP) orders or Optical Wavelength Service orders for which a provisioning interval is not defined in Table J.12.3-1, the performance objective shall be defined by the firm order commitment date.

The contractor shall commit to the following:
1. For routine and Class B expedited orders, the time between the completion date and the service order confirmation date in calendar days shall be less than or equal to the provisioning interval in Table J.12.3-1, Service Provisioning Intervals Table.

2. For orders for which a provisioning interval is not defined in Table J.12.3-1, the completion date shall be less than or equal to the firm order commitment date.

3. In cases where the contractor elects to provision services from another service provider or vendor in order to deliver the end-to-end service to the Government, the provisioning interval shall include all of the time required to deliver the complete end-to-end service ordered, including any portion for which the contractor uses another service provider or vendor.

4. There may be no credit for orders that do not meet the performance objective due to documented delays caused by the customer. The contractor shall list such orders in the monthly Order Processing Performance Report specified in Section C.3.5, Service Ordering.

J.13.4 Credit Arrangements
The contractor shall credit the Government within the next two billing cycles after receiving a credit notification. A Designated Agency Representative (DAR), Network Management contact, Contracting Officer, or other Agency personnel will submit credit notifications to the contractor using an appropriate form, such as one described in [Section 4 of this Guide]. Each incident that results in a credit will be documented by a trouble report, an SLA Compliance Report, an Order Processing Performance Report, or a Technical Report. Based on the credit notification, the contractor shall credit the Agency. The Agency Hierarchy Code on the order defines the Agency customer who shall receive the credit.

It is possible that the same incident (e.g., a service outage) may result in multiple credit requests; e.g., a Time to Restore credit request and Availability credit request. In such cases, the contractor shall process the credit that has the highest monetary value to the Government in accordance with Section C.3.6.3 (Billing Disputes and Adjustments). In no case shall a Service Outage credit and a Time to Restore credit be awarded for the same incident. Once the outage duration exceeds the Time to Restore performance objective, the customer only will be eligible for a Time to Restore credit. Moreover, the amount of service-specific credit awarded to a customer in any month shall not exceed the amount invoiced for that service for that same month.

The Government may submit credit notifications up to six calendar months after a trouble report regarding the incident was opened or the Government accepts the contractor’s SLA Compliance Report, Trouble Management Performance Summary, Order Processing Performance Report, or Technical Report.
J.13.4.1 Incident-Based Time to Restore Credits
The contractor shall restore service after a service outage within the Time to Restore (TTR) performance objective specified in Attachment J.13.3.18, Performance Objective for Time to Restore SLA (Incident Based). Each such incident shall be documented in the contractor’s trouble management system and the Trouble Management Performance Summary defined in Section C.3.3.1.2, Network Management Functional Requirements.

If the contractor fails to restore service by the Time to Restore objective, the customer shall be entitled to a credit equal to 50% of the MRC for the service, unless the failure to meet the TTR performance objective was due to documented delays caused by the customer.

Incident-based Time to Restore credits will not apply to Customer Specific Design and Engineering (CSDE) Service or Incident Response Service (INRS).

J.13.4.2 Incident-Based Service Outage Credits
For a service interrupted by an outage, there shall be no usage charge during the period of the outage. The Monthly Recurring Charge (MRC) for a service that was interrupted by an outage shall be prorated if the outage duration exceeded 12 minutes and was less than the duration required to qualify for a Time to Restore credit in accordance with Attachment J.13.4.1. The customer is not eligible for a Service Outage credit if the outage duration exceeds the Time to Restore performance objective. The amount of credit due for eligible service outages shall be calculated as follows:

\[
\text{Credit} = (\text{MRC for the service that experienced the outage}) \times (0.025) \times (\text{duration of the outage in hours and tenths of an hour minus 0.2 hours (12 minutes), according to the contractor's trouble report}).
\]

Incident-based Service Outage credits will not apply to Customer Specific Design and Engineering (CSDE) Service or Incident Response Service (INRS).

J.13.4.3 Credit for Not Meeting Aggregate-Based Service –Specific Performance Objectives
In the event the contractor fails to meet or exceed one or more of the aggregate-based SLA performance objectives specified in Attachment J.13.3.1 through J.13.3.16, the contractor shall credit the Agency 12.5% of the MRC for that service that month. If the contractor fails to meet the same SLA performance objective for two or three consecutive months, the contractor shall credit the Agency 25% or 50% of the MRC for that service, respectively. After the third consecutive month or any consecutive month thereafter of the same performance shortfall for the same service for the same Agency (i.e., the highest level of the Agency Hierarchy Code), the Agency may elect to continue the service inclusive of the credit or may discontinue the service without penalty. Application of this credit structure will be reset when the service is compliant for a month following the previous non-compliant month(s).

This credit arrangement does not apply to the aggregate-based Billing Accuracy SLA specified in Attachments J.13.3.20 and J.13.4.5.
J.13.4.4 Incident-Based On-Time Provisioning Credits
If the contractor fails to implement an order within the performance objective specified in Attachment J.13.3.19, Performance Objective for On-Time Provisioning SLA (Incident Based), the customer is entitled to a credit equal to 50% of the Non-Recurring Charge(s) (NRC(s)) or 50% the MRC(s) for the entire order, whichever is greater, unless the failure to meet the On-Time Provisioning performance objective was due to documented delays caused by the customer.

J.13.4.5 Aggregate-Based Billing Accuracy Credits
If the contractor fails to render invoices that meet the accuracy requirements of Attachment J.13.3.20, Performance Objectives for Billing Accuracy SLA (Aggregate Based), then the contractor shall credit GSA with one percent of that month’s billed revenue, aggregated over all direct-billed and centrally-billed Networx customers that month.

J.13.4.6 Disputes
The Government and the contractor will resolve any disputes and agree on an appropriate credit award in accordance with Section C.3.6.3, Billing Disputes and Adjustments.

J.13.5 Networx Credit Notification Forms

J.13.5.1 Notification Forms for Incident-Based Credits
These forms may be used by Government Designated Agency Representatives, Network Management contacts, Contracting Officers, or other Agency personnel to request:

- Service Outage credits,
- Time to Restore (TTR) credits, or
- On-Time Provisioning credits

To expedite processing of the credit request, it is desirable to provide all of the information requested below. However, notification forms with other information requirements may be used as agreed by the Agency and contractor.
J.13.5.1.1 Form for Requesting Incident-Based Service Outage Credits

The duration of the service outage was greater than 12 minutes and less than that required to qualify for a Time to Restore credit (Yes/No)? _____ If answer is “No,” the incident does not qualify for a Service Outage credit. If the answer is “Yes,” continue processing this form:

Header Information
Name of Submitter ________________________________________________
Job Title of Submitter ________________________________________________
Agency of Submitter ________________________________________________
Agency Hierarchy Code _______________________________
Invoice Month ____________
Invoice Year ____________
Address of Submitter _________________________________________
Town/City of Submitter _________________________________________
State/Zip Code of Submitter _________________________________________
Country of Submitter _________________________________________
Phone Number of Submitter _________________________________________
E-Mail Address of Submitter _________________________________________
Services addressed in this form were ordered at critical service level (rather than routine service level?) _________ (Yes) _________ (No)

Detail Information
List the number of each trouble report opened for service outages that occurred during the month and the Unique Billing Identifiers as defined in Attachment J.11, Glossary.

Trouble Report # ______
Date _____
Service ______
Unique Billing Identifier ____________
Contractor Order Number (Optional) ______
Monthly Recurring Cost (MRC) (if known) ______
Contract Line Identification Number (CLIN) of MRC (if known) _______
Duration of service outage (hours and tenths of hours) ______
Service Outage Credit in dollars = MRC x (0.025) x (duration of the outage in hours and tenths of an hour minus 0.2 hours (12 minutes)) = __________
(Note: Repeat the above fields for each occurrence of a service outage.)

Total for the Form
Total dollar value of all credits due to service outages across all services and trouble reports on the form = __________

Requestor Signature__________________________
Date of submission______________

Submit this Networx Credit Notification Form directly to the contractor that provided this service. The contractor’s Customer Service Office can give you the correct mailing or e-mail address. Retain a copy of this form for your records.
J.13.5.1.2 Form for Requesting Incident-Based Time to Restore (TTR) Credits

**Header Information**
Name of Submitter ________________________________________________
Job Title of Submitter ______________________________________________
Agency of Submitter _______________________________________________
Agency Hierarchy Code of Submitter ________________________________
Invoice Month ____________
Invoice Year ____________
Address of Submitter _________________________________________
Town/City of Submitter ________________________________________
State/Zip Code of Submitter _____________________________________
Country of Submitter __________________________________________
Phone Number of Submitter ____________________________________
E-Mail Address of Submitter _________________________________________

Services addressed in this form were ordered at critical service level (rather than routine service level?) _____ (Yes) _______ (No)

**Detail Information**
List the number and associated information of each trouble report opened for a service outage that occurred during the month that resulted in a failure to meet the TTR performance objectives specified in Attachment J.13.3.18, Performance Objective for Time to Restore SLA (Incident Based). In addition, provide the actual number of hours it took to restore service (rounded to nearest tenth of an hour), the Monthly Recurring Charge (MRC) of the service, and the Contract Line Identification Number (CLIN) associated with that MRC.

Trouble Report # _________
Date ______
Unique Billing Identifier ______________
Service ___________
Contractor Order Number (Optional) _________
SLA Performance Objective for TTR __________
Actual Number of hours for TTR _________
Monthly Recurring Cost (MRC) (if known) ______
Contract Line Identification Number (CLIN) of MRC (if known) ______
TTR Credit = (0.50) x MRC of the Service = __________

(Note: Repeat the above fields for each occurrence of unacceptable TTR performance.)

**Total for the Form**
Total dollar value of all credits due to TTR deficiencies across all services and trouble reports on the form =

Requestor Signature ________________________________________________
Date of submission______________

Submit this Networx Credit Notification Form directly to the contractor that provided this service. The contractor’s Customer Service Office can give you the correct mailing or e-mail address. Retain a copy of this form for your records.
J.13.5.1.3 Form for Requesting On-Time Provisioning Credits

Header Information
Name of Submitter _______________________________________________
Job Title of Submitter _____________________________________________
Agency of Submitter ______________________________________________
Agency Hierarchy Code of Submitter _________________________________
Invoice Month ____________
Invoice Year ____________
Address of Submitter _____________________________________________
Town/City of Submitter ___________________________________________
State/Zip Code of Submitter _______________________________________
Country of Submitter _____________________________________________
Phone Number of Submitter _______________________________________
E-Mail Address of Submitter ______________________________________

Detail Information
These credits depend on whether the order is a routine or class B expedited order, a project order, or order for which a provisioning interval is not defined in Table J.12.3-1, Service Provisioning Intervals Table. Use subpart A for orders for which a provisioning interval is defined in Table J.12.3-1 and subpart B for other orders.

A provisioning interval is defined in Table J.12.3-1 for the order? (Yes/No) ____ If “No,” go to Subpart B.

Subpart A. Provisioning Interval Defined
Contractor Order Number _______
Unique Billing Identifier _______
Invoice date (optional) ______
Service ___________
Services were ordered as Class B expedited? ______ (Yes) ______ (No)
Service order confirmation date ______
Completion date from SOCN ______
Difference between completion date and service order confirmation date in calendar days ___
On-Time Provisioning objective (Table J.12.3-1) __________
Actual provisioning interval exceeds performance objective? If so,
Monthly Recurring Cost(s) (MRC(s)) (if known) ______
Contract Line Identification Number(s) (CLIN(s)) of MRC(s) (if known) ______
Non-Recurring Cost(s) (NRC(s)) (if known) ______
Contract Line Identification Number(s) (CLIN(s)) of NRC(s) ______
On-Time Provisioning Credit = 50% of NRC(s) or 50% of MRC(s) (whichever is greater) for that order = ________

(Note: Repeat the above fields for each order that does not meet the On-Time Provisioning performance objectives.)
Subpart B: Provisioning Interval Not Defined

Contractor Order Number ______
Invoice date (optional) ______
Unique Billing Identifier ______
Monthly Recurring Cost(s) (MRC(s)) (if known) ______
Contract Line Identification Number(s) (CLIN(s)) of MRC(s) (if known) ______
Non-Recurring Cost(s) (NRC(s)) (if known) ______
Contract Line Identification Number(s) (CLIN(s)) of NRC(s) (if known) ______
Completion date (from SOCN) _____
Firm order commitment date (from Service Delivery Project Plan (SDPP) or the Transition Project Specific Plan (TPSP) or Service Order Confirmation Notice) _____
Completion date exceeds firm order commitment date? If so, On-Time Provisioning Credit = 50% of NRC(s) for that order or 50% of MRC(s) (whichever is greater) = __________
(Note: Repeat the above fields for each order that does not meet the On-Time Provisioning performance objectives.)

Total for the Form
Total dollar value of all credits due to On-Time Provisioning deficiencies across all orders and/or projects on the form = ________________

Requestor Signature________________________________________________

Date of Submission_____________

Submit this Networx Credit Notification Form directly to the contractor that provided this service. The contractor’s Help Desk can give you the correct mailing or e-mail address. **Retain a copy of this form for your records.**
J.13.5.2 Notification Form for Aggregate Based Credits

These forms may be used by Government Designated Agency Representatives, Network Management contacts, Contracting Officers, or other Agency personnel to notify the contractor of credits due to aggregate-based performance deficiencies. For example, this form may be used when the Availability, Grade of Service, Jitter, Latency, or Response Time did not meet the performance objective for the Agency at the highest level of the Agency Hierarchy Code during the month. Use separate forms for routine services and critical services.

Name of Submitter _______________________________________________
Job Title of Submitter _____________________________________________
Agency of Submitter ______________________________________________
Agency Hierarchy Code of Submitter _________________________
Invoice Month ____________
Invoice Year ____________
Address of Submitter _________________________________________
Town/City of Submitter ________________________________________
State/Zip Code of Submitter ____________________________________
Country of Submitter __________________________________________
Phone Number of Submitter _____________________________________
E-Mail Address of Submitter _____________________________________
Services addressed in this form were ordered at critical service level (rather than routine service level?) _____ (Yes) _______(No)

Total Aggregate-Based Credits Due

Total aggregate-based credits due to Aggregate-Based Service Quality SLA (Attachment J.13.5.2.1)

__________________________________________

TOTAL AGGREGATE-BASED CREDITS DUE IN A FUTURE INVOICE __________________________

Requestor Signature______________________________
Date of submission________________________________

Submit this Networx Credit Notification Form directly to the contractor that provided this service. The contractor’s Customer Support Office can give you the correct mailing or e-mail address. Retain a copy of this form for your records.
### J.13.5.2.1 Aggregate-Based Service Quality Credits

<table>
<thead>
<tr>
<th>Service</th>
<th>Source of Performance &amp; Billing Data (Attach Documentation)</th>
<th>Key Performance Indicator that Failed to Meet Its Acceptable Quality Level</th>
<th>Performance Measured During Month</th>
<th>AQL for that Performance Objective</th>
<th>Number of Consecutive Months Service Has Been Unacceptable</th>
<th>Percentage Credit Due to Agency</th>
<th>Total of MRCs Billed to Agency for That Service During Month</th>
<th>Amount of Credit Due Agency (Percent Credit) x (Amount of MRCs Billed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voice Services (VS)</td>
<td></td>
<td></td>
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<tr>
<td>Circuit Switched Data Service (CSDS)</td>
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<tr>
<td>Toll-Free Service (TFS)</td>
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<td>Combined Service (CS)</td>
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<td>Private Line Service (PLS)</td>
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<td>Frame Relay Service (FRS)</td>
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<td>Asynchronous Transfer Mode Service (ATMS)</td>
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<td>Ethernet Services (ES)</td>
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<td>Internet Protocol Service (IPS)</td>
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<td>Premises-Based IP-VPN Services (PBIP-VPNS)</td>
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<tr>
<td>Network Based Internet Protocol (IP) VPN Services (NBIP-VPNS)</td>
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<td>Voice over IP Transport (VOIPTS)</td>
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<td>IP Telephony Services (IPTelS)</td>
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<tr>
<td>Synchronous Optical Network Services (SONETS)</td>
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<td>Optical Wavelength Services (OWS)</td>
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<tr>
<td>Dedicated Hosting Services (DHS)</td>
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<tr>
<td><strong>TOTAL CREDIT DUE</strong></td>
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<td></td>
<td><strong>$xxx</strong></td>
</tr>
</tbody>
</table>
J.13.6 Suggested Format for Future Service Level Arrangements

The following structure describes the basic format for SLAs that are added after contract award using a contract modification. New SLAs may be requested by the contractor or the Government.

J.13.6.1 New Service Description

A high-level statement of service capability must be provided. Service description guidance is provided in Section C.2.1, General Requirements, along with guidance for defining Key Performance Indicators (KPIs) and Acceptable Quality Levels (AQLs). The contractor is required to perform at levels that meet or exceed the AQLs.

The SLA for the new service establishes the minimum acceptable service quality levels guaranteed by the contractor to GSA under the Networx contract. The SLA also must specify those service conditions for which the customer can claim credits. The SLA consists of: a) definitions, b) performance objectives, c) performance measurement approach, d) specified credits that can be requested when the contractor fails to meet the SLA performance objective, and e) suggested additions or changes to the credit notification forms.

J.13.6.2 Definitions

Definitions for SLAs are contained in Attachment J.11, Glossary. The contractor shall list any new definitions that are unique to the service specified.

J.13.6.3 Performance Objectives

The performance objectives for a new service shall include:

1. Service Availability – Shall be [99.XX%] or better over each calendar month that the service is delivered by the contractor. Separately specify the availability of routine service and critical service if applicable or between different originating and terminating points (e.g., POP-to-POP or SDP-to-SDP).

2. Other – List additional performance objectives as appropriate; e.g., that apply to Latency, Jitter, or Response Time.

J.13.6.4 SLA Measurement Guidelines

The contractor shall measure the performance objectives for this SLA and report the results in the monthly SLA Compliance Report, which is part of the contractor’s Program Monthly Status Report that is described in Section C.3.2.4. The contractor shall show numerically whether the measured results equal or exceed the SLA performance objective(s) and comment on any apparent performance deficiencies. The Government intends to use information from other sources, including technical reports from Section C.7, Trouble Management Performance Summary Reports defined in Section C.3.3.1, Network Management Functional Requirements, and Order Processing Reports from Section C.3.5, Service Ordering, to provide confirmation.

Procedures for measuring and sampling shall be described in the quality assurance section of the Program Management Plan, which is described in Section C.3.2.2, Program Management Plan, and shall comply with the guidance
contained in Attachment J.13.2, SLA Measurement Guidelines, Section C.2, Technical Requirements, and Attachment J.13.6.3, Performance Objectives. At a minimum, the contractor shall describe the performance measurement procedure for the proposed SLA.

J.13.6.5 Credit Arrangements
Credit arrangements shall be consistent with the credit arrangements contained in Attachment J.13.4, Credit Arrangements, and Section H.14, Credits and Considerations. Any new credit arrangements shall be provided in a contract modification proposal for GSA’s consideration.

J.13.6.6 Credit Notification Forms
Suggested forms for requesting credit appear in Attachment J.13.5 of the contract. Suggested additions or changes to these forms shall be described in the request for a new SLA.

J.12.3 Service Provisioning Intervals
For routine orders and Class B expedited orders with originating and terminating SWCs that are CONUS, the contractor shall complete the order within the provisioning intervals defined in Table J.12.3-1 below. The provisioning interval for routine and Class B expedited orders shall be measured in calendar days from the service order confirmation date in the Service Order Confirmation to the completion date in the Service Order Completion Notice (SOCN) in accordance with Section C.3.5, Service Ordering. For orders for which a provisioning interval is not defined in Table J.12.3-1, including services with originating or terminating SWCs that are either OCONUS or Non-Domestic, the completion date shall be less than or equal to the firm order commitment date on the Firm Order Commitment Notice.

Table J.12.3-1. Service Provisioning Intervals Table

<table>
<thead>
<tr>
<th>Service</th>
<th>Performance Objective: Routine Orders (Calendar Days)</th>
<th>Performance Objective: Class B Expedited Orders (Calendar Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disconnect (all services)</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Voice Services (VS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>Circuit Switched Data Service (CSDS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>Toll-Free Service (TFS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>Private Line Service (PLS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>≤ DS1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DS1 ≤ PLS ≤ DS3</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>&gt; DS3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frame Relay Service (FRS)</td>
<td>65</td>
<td>33</td>
</tr>
<tr>
<td>Asynchronous Transfer Mode Service (ATMS)</td>
<td>65</td>
<td>33</td>
</tr>
<tr>
<td>Ethernet Services (ES)</td>
<td>60</td>
<td>30</td>
</tr>
<tr>
<td>Internet Protocol Service (IPS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>Service</td>
<td>Performance Objective: Routine Orders</td>
<td>Performance Objective: Class B Expedited</td>
</tr>
<tr>
<td>Service</td>
<td>Performance Objective: Routine Orders (Calendar Days)</td>
<td>Performance Objective: Class B Expedited Orders (Calendar Days)</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Premises-Based IP-VPN Services (PBIP-VPNS)</td>
<td>60</td>
<td>30</td>
</tr>
<tr>
<td>Network Based Internet Protocol (IP) VPN Services (NBIP-VPNS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>Voice over IP Transport (VOIPTS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>IP Telephony Services (IPTelS)</td>
<td>60</td>
<td>30</td>
</tr>
<tr>
<td>Synchronous Optical Network Services (SONETS)</td>
<td>Firm Order Commitment Date</td>
<td>Firm Order Commitment Date</td>
</tr>
<tr>
<td>Optical Wavelength Services (OWS)</td>
<td>Firm Order Commitment Date</td>
<td>Firm Order Commitment Date</td>
</tr>
<tr>
<td>Dedicated Hosting Services (DHS)</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>Wireline Access Service (WINAS)</td>
<td></td>
<td></td>
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<tr>
<td>≤ DS1</td>
<td>45</td>
<td>23</td>
</tr>
<tr>
<td>DS1 ≤ WLNAS ≤ DS3</td>
<td>85</td>
<td>43</td>
</tr>
<tr>
<td>&gt; DS3</td>
<td>Firm Order Commitment Date</td>
<td>Firm Order Commitment Date</td>
</tr>
</tbody>
</table>
Appendix B. Examples of SLA Credit Assessments

This appendix outlines when the Agency may be eligible for SLA credits, when they probably are not, and how to proceed to obtain the credits that are due.

B.1 Service Outage and Time to Restore SLAs

- **Eleven Minute Service Outage.** According to Section J.13.4.2 of the Networx contracts (see Appendix A), the Agency is not eligible for credit unless the outage duration exceeds 12 minutes.

- **Four Hour and Eleven Minute Service Outage.** If the contractor did not dispatch a technician to restore service, the contractor failed to meet the Time to Restore performance objective (4 hours – no dispatch; 8 hours – with dispatch). However, Section J.13.4 of the Networx contracts stipulates that:
  
  "In no case shall a Service Outage credit and a Time to Restore credit be awarded for the same incident. Once the outage duration exceeds the Time to Restore performance objective, the customer only will be eligible for a Time to Restore credit."

  Thus, the Agency would be eligible for a Time to Restore credit but not a Service Outage credit. Referring to Section J.13.4.1 of the Networx contracts, the Agency would be eligible to receive 50% of the MRC of the service.

  If the contractor dispatched a technician and restored service in four hours and eleven minutes, the contractor met the Time to Restore performance objective; and the Agency would not be eligible for a Time to Restore credit. However, the Agency would be eligible for a Service Outage credit. Referring to Section J.13.4.2 of the Networx contracts, the Agency would be eligible to receive the MRC for the service x (0.025) x (duration of the outage in hours and tenths of an hour (4.18) minus 0.2 hours (12 minutes)). The outage duration should be consistent with the information in the contractor’s trouble report.

- **Multiple Service Outages.** If the Agency experiences multiple service outages during the month, then for each one it should:

  o Report the trouble to the contractor and record the trouble report number.

  o Record the information requested in the Credit Notification Request form shown in Section J.13.5 of the contract (see Appendix A) to the extent possible. While it is not essential to calculate the credit due, failure to do so may make it more difficult for the Agency to ensure that they receive the proper amount of credit.

  o Issue a Credit Notification Form to the contractor no more than once a month but no less than semiannually. The Agency must
request credit within six months after a trouble report regarding the incident was opened or the Agency accepts the contractor's Agency-Specific SLA Monthly Compliance Report, Trouble Management Performance Summary, Order Processing Performance Report, or Technical Report. Requests for Service Outage credits and Time to Restore credits for multiple locations may be batched on a single Credit Notification Form.

B.2 On Time Provisioning SLA

- **Services Having a Specified Provisioning Interval.** The provisioning interval is specified for many, but not all, services in Table J.12.3-1 of the Networx contracts:

  - When the provisioning interval is specified in Table J.12.3-1, the actual provisioning interval, measured in calendar days from the Service Order Confirmation date in the Service Order Confirmation to the completion date in the SOCN, must be less than or equal to this interval. For orders for which a provisioning interval is not defined in Table J.12.3-1, the completion date in the SOCN must be less than or equal to the Firm Order Commitment date.

  Referring to Section J.13.4.4 of the Networx contracts, if the contractor fails to meet the performance objective, the Agency is eligible for an On Time Provisioning SLA credit equal to 50% of the Non-Recurring Charge (NRC) or 50% the MRC for the order, whichever is greater, unless the failure to meet the On-Time Provisioning performance objective was due to documented delays caused by the customer.

  Requests for On Time Provisioning credits may be batched in the Credit Notification Form. Either the Service Order Confirmation date or the Firm Order Commitment date should be listed, depending on whether a provisioning interval is specified for the service in Table J.12.3-1 of the contract.

B.3 Service-Dependent SLAs

- **Performance problem with a “non-SLAed” service.** The Agency is not eligible for service-dependent credit under the provisions of Section J.13.4.3 of the Networx contracts unless an SLA is specified in Section J.13.3 of the Networx contracts and the “delinquent” KPI is listed in Section J.13.3. The Agency is eligible for Service Outage, Time to Restore, and On Time Provisioning credits, however, for all services.

- **Performance of an “SLAed” service.** The contractor compares the performance of each KPI listed in Section J.13.3 of the Networx contracts with the performance objective in Section C.2 of the contract that is repeated in the Agency-Specific SLA Monthly Compliance Report. If a KPI fails to meet the performance objective, the Agency is eligible for credit.
Referring to Section J.13.4.3 of the Networx contracts, if the contractor fails to meet the same SLA performance objective for one, two, or three consecutive months, the contractor shall credit the Agency 12.5%, 25%, or 50% of the MRC for that service, respectively. After the third consecutive month or any consecutive month thereafter of the same performance shortfall for the same service for the same Agency Hierarchy Code as defined in Section J.12.4.1 of the contract, the Agency may elect to continue the service inclusive of the credit or may discontinue the service without penalty.

The Agency should issue a Credit Notification Form when it is entitled to a service-specific credit and should batch such requests. The primary source of information in making the claim normally should be the Agency-Specific SLA Monthly Compliance Report. The contractor’s Trouble Management Performance Summary, Trouble Management Incident Performance Report, Order Processing Performance Report, Technical Report, or other information available to the Agency normally will be secondary sources of information.
Appendix C. Special Networx SLA Issues

C.1 Contract Modifications to Accommodate Agency SLAs
Some Agencies have performance requirements that are more stringent than specified in the Networx contract. For example, the Agency may require 99.999% availability for its voice service, whereas Section C.2.2.1.4.1 of the Networx contracts specifies an availability of 99.95% for routine voice service. The Agency may acquire the required availability through use of redundancy but needs to request that GSA modify the service-specific SLA for voice service to ensure the results are achieved. The Networx contract modification executed on behalf of the Agency must make clear that the Agency’s SLA takes precedence over the corresponding SLA in the previous contract.

C.2 Independent Agency SLA Measurements
The Agency, at its sole discretion, may independently verify compliance of Networx SLAs. If the Agency disagrees with the contractor that the performance objective has been met, it is incumbent on the Agency to resolve the dispute with the contractor. If the Agency escalates the dispute, GSA will provide assistance on a “best effort” basis.