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## ATTACHMENT 5

## MAINTENANCE FOR LOCAL SERVICES RESALE AND UNBUNDLED NETWORK ELEMENTS

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## MAINTENANCE

- I. GTE shall provide repair, maintenance, testing, and surveillance for all Local Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment.
- II. GTE shall cooperate with AT&T to meet maintenance standards for all Local Services and unbundled Network Elements and Combinations ordered under this Agreement, as specified in Section 9 of this Attachment. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- III. GTE and AT&T agree to work together in the OBF to establish uniform industry standards for such Electronic Interfaces. Until such time as such standards have been developed and implemented, GTE shall cooperate with AT&T to establish a real-time, Electronic Interface for gateway or automated access by AT&T to GTE's maintenance systems and databases, in order to allow AT&T maintenance personnel and customer service representatives to perform the following functions for AT&T Customers: the ability to enter a new trouble ticket into the GTE maintenance system for an AT&T Customer; the ability to retrieve and track current status on all AT&T Customer repair tickets; the ability to receive "estimated time to repair" ("ETTR") on a real-time basis; the ability to receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; and the ability to retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer, per event).
- IV. All GTE service technicians who provide repair service for AT&T Customers shall follow specific procedures, to be supplied by AT&T, in all their communications with AT&T Customers. At a minimum, the aforementioned procedures and protocol shall assume that: GTE technicians shall provide repair service that is at least equal in quality to that provided to GTE customers; trouble calls from AT&T Customers shall receive response time priority that is at least equal to that of GTE customers and shall be handled on a "first come first served" basis

regardless of whether the customer is an AT&T Customer or an GTE customer.

- V. GTE shall provide AT&T with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Network Elements and Combinations provided to AT&T under this Agreement that it currently provides for the maintenance of its own network. GTE shall provide AT&T at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact AT&T's Customers. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.
- VI. GTE shall advise AT&T of all non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by GTE on any network element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which may potentially impact AT&T Customers. GTE shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that GTE shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise AT&T promptly of any such actions it takes.
- VII. GTE shall provide AT&T with a detailed description of any and all emergency restoration plans and disaster recovery plans, however denominated, which are in place during the term of this Agreement. Such plans shall include, at a minimum, the following: (i) provision for immediate notification to AT&T of the existence, location, and source of any emergency network outage potentially affecting an AT&T Customer, via the Electronic Interface to be established pursuant to Section 3; (ii) establishment of a single point of contact responsible for initiating

and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process: (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Local Services and Network Elements or Combinations after initial restoration; (vii) equal priority, as between AT&T Customers and GTE customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. Said plans shall be modified and up-dated as needed. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange. GTE shall provide timely notification to AT&T of any outage or potential outage which has, or is likely to have, an effect on AT&T or AT&T Customers, including but not limited to:

- Central office outages;
  - Facility outages such as cable cuts, repeater failures, etc.;
  - Commercial power outages;
  - Load sharing situations;
  - Subscriber loop problems;
  - Signaling network congestion; and - General network congestion
- I. GTE and AT&T shall establish mutually acceptable methods and procedures for the immediate, on-line transfer from GTE to AT&T, and vice versa, of any and all misdirected calls from customers requesting repair.
- II. GTE's repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to AT&T and AT&T Customers under this Agreement:
- A. If service is provided to AT&T Customers before an Electronic Interface is established between AT&T and GTE, AT&T will transmit repair calls to the GTE repair bureau by telephone. In such event, the following standards shall apply: The GTE repair bureau shall answer its telephone and begin taking information

from AT&T within twenty (20) seconds of the first ring, ninety-five percent (95%) of the time; within thirty (30) seconds of the first ring, ninety-eight percent (98%) of the time; and within forty (40) seconds of the first ring, one hundred percent (100%) of the time. Calls answered by automated response systems, and calls placed on hold, shall be considered not to meet these standards.

- B. GTE's repair bureau, including the Electronic Interface to be established pursuant to Section 3 preceding, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week. AT&T and GTE will develop mutually agreed-upon manual processes for repair reporting in the event of unavailability or failure of the Electronic Interface.
- A. GTE's repair bureau shall provide to AT&T the "estimated time to restore," with at least ninety-nine percent (99%) percent accuracy.
- B. In the event the "estimated time to restore" has been missed, GTE shall notify AT&T to that effect within one (1) hour.
- C. Emergency network outages, as defined in Section 7 preceding, shall be restored within one (1) hour. The only exception to this shall be in the case of a Force Majeure event affecting an entire exchange.
- D. Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of Local Service and Network Elements or Combination:

Total outages requiring a premises visit by a GTE technician that are received between 8 a.m. to 6 p.m. on any day shall be restored within four (4) hours of referral, ninety percent (90%) of the time; within eight (8) hours of referral, ninety-five percent (95%) of the time; and within sixteen (16) hours of referral, ninetynine percent (99%) of the time and Mean time to Restore (MTR) within eight (8) hours.

> Total outages requiring a premises visit by a GTE technician that are received between 6 p.m. and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metrics: within four (4) hours of 8 a.m., ninety percent (90%) of the time; within eight

(8) hours of 8 a.m., ninety-five percent (95%) of the time; and within sixteen (16) hours of 8 a.m., ninety-nine percent (99%) of the time and MTR within eight (8) hours.

Total outages which do not require a premises visit by a GTE technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time; within three (3) hours of referral, ninety-five percent (95%) of the time; and within four (4) hours of referral, ninety-nine percent (99%) of the time and MTR within two (2) hours.

- A. Trouble calls (e.g., related to Local Service or Network Element or Combination degradation or feature problems) which have not resulted in total service outage shall be resolved within twenty-four (24) hours of referral, ninety-five percent (95%) of the time, irrespective of whether or not resolution requires a premises visit. For purposes of this Section, Local service or a Network Element or Combination is considered restored, or a trouble resolved, when the quality of the Local Service or Network Element or Combination is equal to that provided before the outage, or the trouble, occurred.
- B. Repeat trouble reports from the same customer in a two-month period shall be less than one percent (1%). Repeat trouble reports shall be measured by the number of calls received by the GTE repair bureau relating to the same telephone line during the current and previous report months.
- C. GTE shall provide progress reports and status of repair efforts to AT&T upon request, and at a frequency interval to be determined by AT&T. GTE shall inform AT&T within ten (10) minutes of restoration of Local Service or Network Element or Combination after an outage has occurred. GTE shall clear all repair tickets to the Customer's network interface. GTE shall close all "test OK" ("TOK"), "no trouble found" ("NTF") and "Came Clear" ("CC") repair tickets with the AT&T work centers designated by AT&T. At AT&T's option, AT&T shall contact the Customer to verify that the repair has been effected prior to closing out any repair ticket. GTE shall provide AT&T with a list of any applicable charges, as specified in Part IV of the General terms and Conditions, at the time a repair ticket is closed
- D. GTE shall, upon AT&T's request, become certified under and adhere to ISO 9000 Standards and Certification.
- E. GTE shall create a self-reporting process to AT&T's Repair Center and the above specified quality standards shall be subject to review by GTE and AT&T at least quarterly and subject to modification upon mutual consent.

- F. GTE shall provide AT&T with mutually acceptable escalation procedures to be followed if, in AT&T's judgement, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of GTE management personnel who are responsible for maintenance issues.
- G. In the event GTE shall fail to conform to the aforementioned performance and service quality standards, AT&T may request, and GTE shall perform, a root cause analysis of the reason behind GTE's failure to conform, and GTE shall correct said cause as soon as reasonably practical, at its own expense.
- H. Maintenance charges for premises visits by GTE technicians shall be billed by AT&T to its Customer, and not by GTE. The GTE technician shall, however, present the Customer with an AT&T-branded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, the GTE technician shall make an additional appointment with the Customer. The GTE technician shall obtain the Customer's signature upon said form, and then use the signed form to input maintenance charges into GTE's repair and maintenance database (accessible by way of the Electronic Interface established pursuant to Section 3 preceding).
- I. Dispatching of GTE technicians to AT&T Customer premises shall be accomplished by GTE pursuant to a request received from AT&T. The Electronic Interface established pursuant to Section 3 preceding shall have the capability of allowing AT&T to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.
- J. GTE shall furnish AT&T with a single point of contact ("SPOC") for all communications relating to trouble repair and maintenance.