

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and Directory Assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or State law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customer listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customer listings information provided to CLEC including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate (an Affiliate) or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's End User Customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the Customer guide pages of the white pages directory, a notice that End User Customers should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages Directory Listings shall require such Affiliate or contractor to provide CLEC space in the Customer guide pages of the white pages directory for the purpose of notifying Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for Customers with disabilities.

### **10.4.3 Rate Elements**

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

### **10.4.4 Ordering Process**

10.4.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (<http://www.qwest.com/wholesale/>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-XML, IMA-GUI, or fax.

## **10.5 Directory Assistance**

### **10.5.1 Description**

10.5.1.1 Directory Assistance Service is a telephone number, voice Information Service that Qwest provides to its own End User Customers and to other Telecommunications Carriers. Qwest provides CLEC non-discriminatory access to Qwest's Directory Assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options. Qwest reserves the right to adjust the Directory Assistance rates in Exhibit A upon sixty (60) Days notice.

10.5.1.1.1 Directory Assistance Service. The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance Database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's End User Customers to receive published and non-listed telephone numbers

within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's End User Customers to receive listings from Qwest's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service -- Allows CLEC's End User Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where Technically Feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Call Branding is an optional service available to CLEC.

- a) Front End Brand -- Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.
- b) Back End Brand -- Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.
- c) There is a non-recurring charge to load CLEC's branded message in each Switch.
- d) Qwest will record CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows CLEC's End User Customers' calls to be returned to CLEC for completion on CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's Directory Listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If CLEC elects to build its own Directory Assistance Services, it can obtain Qwest Directory Listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where Technically Feasible, on a "per dip" basis.

## 10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's Directory Assistance Databases, Directory Assistance centers and personnel to provide Directory

Assistance Service.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest End User Customers. Qwest will provide the same priority of handling for CLEC's End User Customer calls to Qwest's Directory Assistance Service as it provides for its own End User Customer calls. Calls to Qwest's Directory Assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance Databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' End User Customers may use the same dialing pattern to access Directory Assistance Services as used by Qwest's End User Customers (e.g., 411, 1+411, NPA+555-1212 or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its End User Customers dial a unique number or use the same dialing pattern as Qwest End User Customers to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance Database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end users calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that end users have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, CLEC may request a comprehensive audit of Qwest's use of CLEC's Directory Assistance Listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance Listings provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to



two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Directory Assistance Listings in Qwest's Directory Assistance Services. CLEC shall be entitled to "seed" or specially code some or all of the Directory Assistance Listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Directory Assistance Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that CLEC's Directory Assistance Listings supplied to Qwest by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes.

### **10.5.3 Rate Elements**

The following rate elements apply to Directory Assistance Services and rates are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A non-recurring charge to load CLEC's brand in each Switch is also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

### **10.5.4 Ordering Process**

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

### **10.5.5 Billing**

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's End User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 If Qwest provides timely and complete call records pursuant to Section 21.1.2, Call Completion Link will be charged at the per call rate when the End User Customer completes the required action (e.g., "press the number one," "stay on the line," etc.).

## **10.6 Directory Assistance List**

### **10.6.1 Description**

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's End User Customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. In the case of End User Customers who have non-published listings, Qwest shall provide the End User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide Directory Assistance List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the Directory Assistance List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 Directory Assistance List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other Carriers will specify such information where it has been provided on the Carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of Directory Assistance List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

### **10.6.2 Terms and Conditions**

10.6.2.1 Qwest grants to CLEC, as a competing provider of Telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information (Option 1) solely for the purpose of providing Directory Assistance Services, or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as non-published or non-listed listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. CLEC will advise Qwest when it orders Qwest's Directory Assistance List Information whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User Customer or the name and/or address of the telephone service End User Customer for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of Telephone Exchange Service or telephone toll service, this access grant automatically terminates

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail end users provided to CLEC in Qwest's Directory Assistance List Information are accurate and complete. All third party Directory Assistance List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to CLEC, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the Directory Assistance List Information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to end users calling its Directory Assistance Service either by company name or operating company number so that end users have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the Directory Assistance Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's Telecommunications Services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the Directory Assistance List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's Directory Assistance List Information at least equal to the measures it takes to protect its own Confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's Directory Assistance List Information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's Directory Assistance List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the Directory Assistance list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all Directory Assistance List Information which it has in its possession or control, (b) extract and expunge any and all copies of such Directory Assistance List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' Directory Assistance List Information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the Directory Assistance List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the Directory Assistance List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Directory Assistance List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the Requesting Party) may perform up to two (2) Audits per 12 month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the Directory Assistance List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided Directory Assistance List Information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance and purchases Qwest's Directory Assistance List product.

### **10.6.3 Rate Elements**

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest Directory Assistance List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest Directory Assistance List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting Directory Assistance List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the Directory Assistance List Information, including any shipping costs.

#### **10.6.4 Ordering**

10.6.4.1 CLEC may order the initial Directory Assistance List Information load or update files for Qwest's Local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, CLEC may order the initial Directory Assistance List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the PCAT.

#### **10.7 Toll and Assistance Operator Services**

##### **10.7.1 Description**

10.7.1.1 Toll and assistance operator services are a family of offerings that assist End User Customers in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel. Qwest reserves the right to adjust the Toll and assistance operator services rates in Exhibit A upon sixty (60) Days notice.

10.7.1.1.1 Local Assistance. Assists CLEC End User Customers requesting help or information on placing or completing EAS/local calls, connects CLEC End User Customers to home NPA Directory Assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing End User Customer assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's End User Customer to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to CLEC or CLEC's End User Customers.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC End User Customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The

operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

## **10.7.2 Terms and Conditions**

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the Qwest operator services Switch for each NPA served.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its End User Customers. Qwest will respond to CLEC's End User Customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User Customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, Qwest will provide forty five (45) Days advance written notice to CLEC of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its End User Customers to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by

Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's End User Customer at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where Technically Feasible.

a) Front End Brand – Announces CLEC's name to CLEC's End User Customer at the start of the call. There is a non-recurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's End User Customer at the completion of the call. There is a non-recurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a non-recurring charge to load CLEC's branded message in each Switch.

10.7.2.13 CLEC's End User Customers may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest End User Customers.

### **10.7.3 Rate Elements**

Qwest toll and assistance operator services are offered under two (2) pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and non-recurring rate elements are detailed below and in Exhibit A of this Agreement.

#### **10.7.3.1 Option A - Operator Services Rate Elements**

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the End User Customer entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special Billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed Person to Person call regardless of the Billing used by the End User Customer.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to Directory Assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 “Completed call” as used in this Section shall mean that the End User Customer makes contact with the location, telephone number, Person or extension designated by the End User Customer.

#### 10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its End User Customers and facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's End User Customer and terminates when the connection between the Qwest operator position and CLEC's End User Customer is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the End User Customer enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional End User Customer key actions, recording of End User Customer voice, etc.

10.7.3.3 Call Branding Non-recurring Charge. Qwest will charge to CLEC a non-recurring setup and recording fee for establishing Call Branding and loading each Switch with CLEC's branded message. CLEC must pay such non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time the CLEC's brand message is changed. The non-recurring charge to load the Switches with the CLEC's branded message will be assessed each time there is any change to the Switch.

#### 10.7.4 Ordering Process

CLEC will order Operator Services by completing the “Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers.” Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

#### 10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's End



User Customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

## **10.8 Access to Poles, Ducts, Conduits, and Rights of Way**

### **10.8.1 Description**

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit Building. Within a multi-unit Building, duct and conduit may traverse Building entrance facilities, Building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or Building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a one and one-fourth (1¼)-inch innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications

facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit Buildings.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place Telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit Buildings. Within a multi-unit building, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Rules as defined in this Agreement.

## **10.8.2 Terms and Conditions**

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and rights of way. Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a Bona

Fide Request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, duct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, innerduct, duct/conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's non-recurring charges for the associated Order (Make-Ready Fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and Technical Feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/conduit installed by CLEC that do not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all Parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification.

10.8.2.10.3 The modifying Party or Parties may recover a proportionate share of the modification costs from Parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying Party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and

CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to CLEC. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1)

continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay a charge of \$200.00 per Pole or \$200.00 per innerduct run between two manholes, plus payment as specified in this Section. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently

issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of duct/conduit or ROW, including a specific multiple tenant environment that grants Qwest access to or ownership or control of duct/conduit or ROW, Qwest will provide the agreement to CLEC. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multi-unit dwelling or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MDU information matrix, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the duct/conduit or ROW or multiple tenant environment in its possession. If Qwest has a copy of the agreement Qwest will provide the agreement to CLEC at the same time that it provides the matrix to CLEC. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Intentionally Left Blank.

10.8.2.27.3 For the purposes of this Agreement, Qwest shall redact all dollar figures from copies of duct/conduit or ROW or multiple tenant environment agreements that have not been publicly recorded that Qwest provides to CLEC.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the Demarcation Point between Qwest facilities and the Owner's facilities in the property described in the agreement; (d) to determine the extent of the property interest of the third-party owner, including any provisions that establish the legal description of any property interest of a third-party owner, including any metes and bounds of the property; (e) to determine the term of the agreement; or (f) to determine the parties to the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8.2.27 to any CLEC agents or employees engaged in sales or marketing efforts on behalf of CLEC. These limitations shall not apply if CLEC executes the Access Agreement set forth in Attachment 4 to Exhibit D of this Agreement.

10.8.2.28 In cities where Qwest has deployed microduct technology but no vacant microduct is available on the specified Route, CLEC may request Qwest to place microduct along the desired Route or CLEC can choose to place microduct that must meet reasonable, nondiscriminatory Qwest specifications.

10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct at one-half ( $\frac{1}{2}$ ) of the rate for innerduct in Exhibit A per microduct placed within the innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.30 If any CLEC microduct is found occupying facilities for which no order was placed and for which CLEC has not paid, Qwest, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.30.1 In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit, or applicable portion thereof, required to identify unauthorized CLEC occupancy.

10.8.2.30.2 Qwest shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.30.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) Days of



written notification from Qwest.

10.8.2.30.2.2 The unauthorized occupancy did not require Qwest to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.30.2.3 CLEC reimburses Qwest for cost of audit, or applicable portion thereof, which discovered the unauthorized occupancy.

10.8.2.30.3 Qwest shall waive all of the unauthorized occupancy fee if the unauthorized occupancy arose due to error by Qwest rather than CLEC.

10.8.2.30.4 CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

### **10.8.3 Rate Elements**

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested Route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW Matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU Matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit Building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit /innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles to

meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e., non-recurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot. When the microduct occupancy fee applies, no innerduct fee applies.

#### 10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, duct/innerduct and pole space: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the Routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multi-unit Buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC,

provide the ROW matrix, the MDU matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request. Qwest may redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the Inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for poles, duct/innerduct or ROW: (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the poles or innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing poles/innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided on Exhibit A. The Verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use the CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-

Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

**10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.**

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

**10.8.5 Billing**

CLEC agrees to pay the following fees in advance as specified in Attachments 1.A, 1.B, and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January

1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

**10.8.6 Maintenance and Repair**

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

## **SECTION 11.0 - NETWORK SECURITY**

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry

codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888- 879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) Days of a CLEC

violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.



11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification will be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) days a week, twenty-four (24) hours a day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-

976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or Operational Support System software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to

comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

## **SECTION 12.0 – ACCESS TO OPERATIONAL SUPPORT SYSTEM (OSS)**

### **12.1 General Terms**

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. (Qwest and CLEC responsibilities for on-going support of OSS are set forth in Section 12.1.1.1 below.) These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. This Section describes Qwest's OSS interfaces, as well as manual processes, that Qwest shall provide to CLEC to support Pre-ordering, Ordering, Provisioning, Maintenance and Repair and Billing. (For additional Billing information, see Section 21.)

12.1.1.1 Qwest will continue to make improvements to the electronic OSS interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall adhere to the provisions of the Change Management Process (CMP) set forth in Section 12.1.6 and Exhibit G.

### **12.1.2 Nondiscrimination**

12.1.2.1 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as Pre-ordering, Ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its End User Customers, its Affiliates or any other party. For those functions with no retail analogue, such as Pre-ordering and Ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20, Exhibit B and Exhibit K. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.1.2.2 All Qwest employees who perform services pursuant to this Agreement or who have any interaction with CLEC and CLEC End User Customers will be trained in non-discriminatory behavior. When discriminatory behavior is identified, Qwest shall take appropriate disciplinary action. Nothing in this Section shall limit or alter CLEC's ability to seek additional relief for discriminatory behavior. See also Section 12.1.5 below (Responsibilities Relating to End User Customers).

### **12.1.3 Documentation, Questions, Escalations, and Disputes**

12.1.3.1 Qwest shall use its best efforts to provide complete and accurate documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions and Qwest's manual processes. As described in this Section 12.1.3, this assistance will include documentation, training, a Qwest account team for CLEC, and help desk support.

### **12.1.3.2 Documented Processes and Information**

12.1.3.2.1 Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, as available, Qwest shall disclose to CLEC any internal business rules, specifications, test cases, mapping examples and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently and necessary to enable CLEC to design its own systems. Qwest will provide information to CLEC in writing. Qwest will post such information, including business rules regarding out-of-hours Provisioning, on Qwest's web site. If Qwest fails to provide such information or provides inaccurate information, Qwest will remedy the situation within Qwest systems. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards.

12.1.3.2.2 Additional technical information and details about Qwest's OSS shall be provided by Qwest to CLEC in training sessions and documentation and support, such as Qwest's "Interconnect Mediated Access User's Guide." Qwest shall maintain its Interconnect Mediated Access User's Guide on Qwest's wholesale web site. Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses unless the Parties agree otherwise.

12.1.3.2.3 Qwest provides output information to CLEC in the form of bills, files, and reports, including:

12.1.3.2.3.1 The Qwest Street Address Guide (SAG) provides Address and Serving Central Office Information. Qwest will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.2 The Qwest Features Availability Matrix (FAM) provides USOCs and descriptions by state (POTS only), and USOC availability by NPA-NXX with the exception of Centrex and provides InterLATA/IntraLATA Carriers by NPA-NXX. Qwest will make this file available via a download process. CLEC may retrieve it by File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or a Web browser.

12.1.3.2.3.3 Bills and Daily Usage Files (DUF), which are described in Section 21.

12.1.3.2.3.4 Loss and completion reports, which are described below in Section 12.3.7.

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12.1.3.2.5 Qwest will maintain and update an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices. This data base will also include CPNI information, NXX activity reports, Switch features, Switch conversions and upgrades, Switch replacements, Switch generic changes, embargo dates, Loop data, usage data, Digital Loop Carrier (DLC) Remote Terminal (RT) equipment cabinets by Distribution Area (DA), outside plant and interoffice facility jobs (at least those greater than \$100,000), Universal Digital Carrier (UDC) information, and DA maps. This database (currently known as the ICONN database for most of this information) is available to CLEC via Qwest's Web site.

12.1.3.2.5.1 This data (ICONN) is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates or any other party.

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12.1.3.2.7 Intentionally Left Blank.

12.1.3.2.8 All applications and forms that are referred to in this Agreement or are used to implement any of its provisions shall comply with the terms and conditions set forth in this Agreement. Such applications and forms are for administrative purposes only and, notwithstanding any language in an application or form to the contrary, nothing in the applications or forms alters or amends the terms of this Agreement.

### **12.1.3.3 Points of Contact for Assistance and Hours of Availability**

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12.1.3.3.2 Intentionally Left Blank.

12.1.3.3.3 Support Centers/Help Desks: Qwest shall also provide support centers (sometimes referred to as "help desks") for CLEC to gain assistance with inquiries and to submit trouble reports.

12.1.3.3.3.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers and representatives involved in the trouble resolution processes.

12.1.3.3.3.1.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number. (Depending on the circumstances, such trouble report tickets are sometimes referred to by various names, such as "Trouble Ticket," "Escalation Ticket" or "Chronic Ticket.") Qwest will communicate the trouble report tracking number (i.e., the "ticket" number) to CLEC at the time the trouble is reported. Closing of trouble reports is addressed in Section 12.4.4 below.

12.1.3.3.3.2 Qwest shall offer support center assistance as described below. Qwest may also provide additional information on its wholesale web site.

12.1.3.3.3.2.1 Interconnect Service Center Help Desk: Qwest will provide Interconnect Service Center (ISC) Help Desks for CLEC to gain assistance in areas involving order submission and manual processes.

12.1.3.3.3.2.2 Systems Help Desk: The CLEC Systems Help Desk (also known as the IT Help Desk) will provide a point of entry for CLEC to gain assistance with systems issues. System issues include those involving connectivity, system availability, and file outputs:

12.1.3.3.3.2.2.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to XML and GUI interfaces; software configuration requirements with relevance to XML and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, dedicated web site access, and password verification.

12.1.3.3.3.2.2.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through XML and GUI interfaces. These system errors are limited to: non-design services (e.g., Resale/POTS and UNE POTS), design services and Maintenance and Repair.

12.1.3.3.3.2.2.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to any output files that Qwest provides to CLEC via File Transfer Protocol (FTP), Network Data Mover (NDM) connectivity, or web browser, such as Daily Usage File; Loss/Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.1.3.3.3.2.2.4 The System Help Desk will be available pursuant to days and hours specified on Qwest's wholesale web site.

12.1.3.3.3.2.2.5 Additional information regarding the Systems/IT Help Desk is set forth in Section 12.0 of Exhibit G to this Agreement.

12.1.3.3.2.3 The Maintenance and Repair Support Center will be available pursuant to days and hours specified on Qwest's wholesale web site.

12.1.3.3.2.3.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call out technicians or other personnel required for the identified situation.

12.1.3.3.2.3.2 The Qwest CLEC Coordination Center (QCCC) will be available pursuant to days and hours specified on Qwest's wholesale web site.

12.1.3.3.4 OSS Interfaces: Qwest will make OSS interfaces available at least as follows:

12.1.3.3.4.1 Qwest shall provide electronic interface gateways for submission of LSRs, ASRs, and trouble reports, including both an Electronic Data Interchange (XML) interface and a Graphical User Interface (GUI).

12.1.3.3.4.2 Qwest shall provide Facility Based XML and GUI Listing interfaces to enable CLEC listing data to be translated and passed into the Qwest listing database. These interfaces are based upon OBF LSOG and ANSI ASC X12 (or mutually agreed upon substitute) standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.1.3.3.4.3 Qwest shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Exhibit B and referenced in Section 20 and/or Exhibit K.

12.1.3.3.4.4 Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable. Information regarding planned outages and production support is contained in Section 12.0 of Exhibit G.

12.1.3.3.5 Escalations. See also Section 3.3.

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12.1.3.3.5.2 Qwest will provide escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.1.3.3.5.3 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor,



manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

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12.1.3.3.5.5 Intentionally Left Blank.

12.1.3.3.5.6 If a trouble report tracking number has been assigned, the same number will be used throughout the process until closure pursuant to Section 12.4.4 (e.g., the ticket will not be closed, and a new ticket with a new number opened, when escalating to other tiers or departments).

12.1.3.3.6 Disputes: If the Parties are unable to resolve issues, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

12.1.3.3.7 Billing: For questions, escalations and disputes regarding Connectivity Billing, Recording, and Exchange of Information, see Section 21.

**12.1.4 Root Cause Analysis and Acknowledgement of Mistakes<sup>90</sup>**

**12.1.4.1 CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of a mistake relating to products and services under this Agreement. The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition before beginning the process of requesting Qwest acknowledgement of error.<sup>91</sup>**

**12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to CLEC.<sup>92</sup>**

**12.1.4.2.1 The letter will include a recap of sufficient pertinent information to identify the issue, (e.g., PON, Service Order Number, order Due Date and billing telephone number, as provided in the CLEC request) and the following statement, "Qwest acknowledges its mistake. The error was not made by the other service provider."<sup>93</sup>**

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<sup>90</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>91</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>92</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>93</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

**12.1.4.2.2 Qwest understands that time is of the essence in processing such a request and that a response should be provided as quickly as is possible given the particular issue raised by CLEC.<sup>94</sup>**

**12.1.4.2.3 Written responses acknowledging Qwest error will be provided with Qwest identification, such as Qwest letterhead, logo, or other indicia.<sup>95</sup>**

**12.1.4.2.4 The Qwest Service Manager will provide the acknowledgement to CLEC.<sup>96</sup>**

**12.1.4.2.5 The acknowledgment response described in Section 12.1.4.2.3 and provided by the Qwest Service Manager to CLEC will be provided on a non-confidential basis and will not include a confidentiality statement.<sup>97</sup>**

**12.1.4.2.6 Qwest external documentation available to CLEC will instruct CLEC to make requests for acknowledgements directly to its Qwest Service Manager. Such external documentation will also include instruction for accessing the Qwest Customer Contact Information Tool to identify the assigned Qwest Service Manager if CLEC does not know to whom its request can be sent.<sup>98</sup>**

## **12.1.5 Responsibilities Relating to End User Customers**

**12.1.5.1** CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, trouble reports, Maintenance and Repair, post-sale servicing, Billing, collection and inquiry. CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

**12.1.5.2** Qwest will recognize CLEC as the Customer of Record for all services ordered by CLEC and will send all notices, invoices and pertinent information directly to CLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC End User Customers.

**12.1.5.3** CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined,

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<sup>94</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>95</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>96</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>97</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

<sup>98</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 139).

misdirected calls received by either Party will be referred to the proper provider of local Exchange Service.

12.1.5.4 Specifically with respect to Maintenance and Repair, CLEC and Qwest will employ the following procedures with respect to the other Party's End User Customers:

12.1.5.4.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective Maintenance and Repair bureaus.

12.1.5.4.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.1.5.4.3 CLEC and Qwest will provide their respective Maintenance and Repair contact numbers to one another on a reciprocal basis and will provide End User Customers with their service provider's name, if available.

12.1.5.4.4 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.1.5.4.5 This Section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.1.5.4.6 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not initiate any discussion regarding Qwest's products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions other than those related to the Qwest technician's gaining access to the premises and performing the work to CLEC. If the Qwest Technician has questions or concerns other than those necessary to gain access to premises and perform the work, the Qwest technician will discuss with CLEC and not CLEC End User Customer. Notwithstanding the foregoing, if a CLEC End User Customer initiates a discussion with the Qwest technician about Qwest's products or services and requests such information, nothing in this Agreement prohibits the Qwest technician from referring the CLEC End User Customer to the applicable Qwest retail office and providing the telephone number and/or web site address for that office to the CLEC End User Customer.

12.1.5.4.8 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance,

trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC for resold services. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customers contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, except as provided in Section 12.1.5.5, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's End User Customers who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those End User Customers who would like to do so.

12.1.5.5 Notwithstanding any other provision of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a known Qwest error or action, Qwest shall not use the situation (including any misdirected call) as a winback opportunity or otherwise to initiate discussion of its products and services with CLEC's End User Customer.

## **12.1.6 Change Management**

12.1.6.1 Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or

Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.1.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.1.3 Qwest will maintain the most current version of the CMP Document on its wholesale web site. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous.

12.1.6.1.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC.

## **12.2 Pre-Ordering, Ordering, and Provisioning**

12.2.1 Qwest will provide access to Pre-Ordering, Ordering and post-ordering functions, including order status. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes Qwest to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, Qwest's published business rules.

12.2.1.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

**12.2.1.2 Expedites.** CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.<sup>99</sup>

**12.2.1.2.1** Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if one or more of the following conditions are met:<sup>100</sup>

- a) Fire;
- b) Flood;
- c) Medical emergency;
- d) National emergency;
- e) Conditions when the End User Customer is completely out of service (primary line);
- f) Disconnect in error by Qwest;<sup>101</sup>
- g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;
- h) Delayed orders with a future RFS date that meet any of the above described conditions;
- i) National Security;
- j) Business Classes of Service unable to dial 911 due to previous order activity; or
- k) Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.

**12.2.1.2.2** If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.<sup>102</sup>

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<sup>99</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 146).

<sup>100</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

<sup>101</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 18 (¶¶ 118-119)

<sup>102</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

**12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.<sup>103</sup>**

**12.2.2 Service Requests:** Qwest offers various ordering methods to submit service requests for products and services under this Agreement. Before submitting such requests, the Parties will follow the procedures set forth in Section 3. Electronic access can be accomplished using Dial-up capability using CLEC's local computer, direct connection via a dedicated circuit (e.g., XML or QORA), or web access (e.g., GUI). Products and services may be ordered using Local Service Requests (LSRs), Access Service Requests (ASRs), or other forms, as described below.

**12.2.2.1 Local Service Requests:** CLEC may choose to submit Local Service Requests (LSRs) manually or electronically, via Qwest's Electronic Data Interchange (XML) tool or Qwest's web based Graphical User Interface (GUI).

**12.2.2.1.1** The interface guidelines for XML are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 (or mutually agreed upon substitute) protocols. Exceptions to the above guidelines/standards shall be specified in the disclosure documentation.

**12.2.2.1.2** The GUI shall provide a single interface for Pre-Order, Order and Post-Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

**12.2.2.2 Access Service Requests:** Wholesale Interconnection products and services, such as Local Interconnect Services (LIS), Unbundled Dark Fiber (UDF), Unbundled Dedicated Interoffice Transport (UDIT), and private line transport service are ordered using Access Service Request (ASR) forms.

**12.2.2.2.1** CLEC may choose to submit ASRs manually or electronically.

**12.2.2.2.2** Qwest shall provide a GUI and computer-to-computer batch file interface for submission of Access Service Request (ASRs) based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements. The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based.

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<sup>103</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

12.2.2.2.1 Qwest's Online Request application (QORA) will allow CLEC to use a Graphical User Interface (GUI) to electronically submit ASRs as described in Section 12.2.2.2 above.

12.2.2.2.3 Additional terms regarding ASRs are set forth below and, for Interconnection, in Section 7.4 and, for UNEs, in Section 9.

### 12.2.2.3 Other Requests

12.2.2.3.1 Collocation and Poles, Ducts and Right of Way are not ordered using LSRs or ASRs. Ordering of these products and services is described in Sections 8 and 10, respectively.

## 12.2.3 Supplements and Canceled Service Requests

12.2.3.1 CLEC may submit a supplement to a LSR or ASR (known as a "supplement" or "supplemental order") that serves as a request to cancel or to add or change an already existing, previously submitted LSR or ASR.

12.2.3.2 There is no charge for CLEC submitting a supplement or cancelling or re-submitting a service request. Nothing in this provision is intended to prohibit Qwest from billing OSS-related costs pursuant to Section 12.7 of this Agreement or non-recurring or recurring charges for products or services applicable pursuant to other provisions of this Agreement.

## 12.2.4 Pre-Ordering Real Time Functions

12.2.4.1 Qwest will provide real time, electronic access to pre-order functions to support CLEC's Ordering via the electronic interfaces described herein. Qwest will make at least the following real time pre-order functions available to CLEC:

12.2.4.1.1 For LSRs, features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.4.1.2 For LSRs, access to Customer Service Records (CSRs) for End User Customers on Qwest's network (e.g., resale or Qwest retail Customers). The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.4.1.2.1 Qwest will update a CSR, make it available to CLEC, and complete error resolution activities in substantially the same time and manner as Qwest does for itself, its Affiliates and its own End User Customers.

12.2.4.1.2.2 If CLEC identifies incorrect information on the Qwest CSR, Qwest will correct the information in the CSR at CLEC's request.

12.2.4.1.3 For LSRs, Telephone Number (TN) request and selection;



12.2.4.1.4 For LSRs, information regarding whether dispatch is required for service installation and available installation appointments;

12.2.4.1.5 For LSRs, reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.4.1.6 For LSRs and ASRs, service address verification/validation;

12.2.4.1.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils.

12.2.4.1.7.1 Terms relating to Qwest's Loop qualification tools are set forth in Section 9.2.2.8.

12.2.4.1.8 For LSRs, a list of valid available Connecting Facility Assignments (CFAs), including both available and assigned connecting facilities. For ASRs, a list of valid Connecting Facility Assignments (CFAs) between two (2) CLLI codes

12.2.4.1.9 For LSRs, a list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops; and

12.2.4.1.10 Feature availability information.

**12.2.5 Intentionally Left Blank.**

**12.2.6 Intentionally Left Blank.**

**12.2.7 Order Status Notices**

12.2.7.1 Intentionally Left Blank.

12.2.7.2 Qwest will provide at least the following order status notices on a non-discriminatory basis:

12.2.7.2.1 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.2 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard format. Upon completion of the order, Qwest will provide CLEC with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies CLEC that the service order record has been completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. Through the PSON, Qwest supplies CLEC with information that appears on the Qwest service order, providing at least the data in the service order's Service and Equipment (S&E) and listings sections that Qwest provided to requesting CLECs as of IMA Release 13.0.

12.2.7.2.4 Jeopardy Notices

12.2.7.2.4.1 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.2 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20, Exhibit B and/or Exhibit K.

12.2.7.2.4.3 CLEC may telephone the applicable Qwest support centers or use the electronic interfaces to obtain jeopardy status.

12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR). Nothing in this Section 12.2.7.2.4.4 modifies the Performance Indicator Definitions (PIDs) set forth in Exhibit B and Attachments 1, 2 and 3 to Exhibit K of this Agreement.<sup>104</sup>

12.2.7.2.4.4.1 There are several types of jeopardies. Two of these types are: (1) CLEC or CLEC End User Customer is not ready or service order is not accepted by the CLEC (when Qwest has tested the service to meet all testing requirements.); and (2) End User Customer access was not provided. For these two types of jeopardies, Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy exists, Qwest attempts to deliver the service, and Qwest has not sent an FOC notice to CLEC after the Qwest jeopardy occurs but at least the day before Qwest attempts to deliver the service. CLEC will nonetheless use its best efforts to accept the service. If needed, the Parties will attempt to set a new appointment time on the

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<sup>104</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 152).

same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.<sup>105</sup>

**12.2.7.2.4.4.2** If CLEC establishes to Qwest that a jeopardy was not caused by CLEC, Qwest will correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.<sup>106</sup>

12.2.7.2.5 Intentionally Left Blank.

12.2.7.2.6 Fatal Rejection Notices

12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request, except as provided in Section 12.2.7.2.6.2.

12.2.7.2.6.2 If Qwest rejects a service request in error, Qwest will resume processing the service request as soon as Qwest knows of the error. At CLEC's direction, Qwest will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC.

## **12.2.8 Additional Status Information**

12.2.8.1 In addition to the order status notices identified above which are sent to CLEC, CLEC may view those notices electronically via GUI, if CLEC submitted the LSR electronically. In addition to the order status notices identified above which are sent to CLEC, CLEC may view an individual order status electronically via GUI, if CLEC submitted the ASR electronically

## **12.2.9 Design Layout Record**

12.2.9.1 Qwest will provide Design Layout Records (DLR) in a non-discriminatory manner.

12.2.9.2 Design Layout Record (DLR) provides the layout for the local portion of a circuit at a particular location where applicable. Qwest shall provide real time, electronic access to DLR query functions to CLEC through the pre-order menu.

## **12.3 Ordering, Provisioning and Installation**

12.3.1 Demarcation Point.

12.3.1.1 If CLEC requires information identifying the Demarcation Point to complete installation, Qwest will provide to CLEC information identifying the location of the Demarcation Point (e.g., accurate binding post or Building terminal

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<sup>105</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 152).

<sup>106</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 152).

binding post information). If Qwest is unable to provide such information, the Demarcation Point is not tagged, and CLEC has dispatched personnel to find the Demarcation Point and is unable to locate it, Qwest will dispatch a technician and tag the line or circuit at the Demarcation Point at no charge to CLEC, if CLEC informs Qwest within 30 Days of service order completion.

**12.3.2 Intentionally Left Blank**

**12.3.3 Unbundled Loop Elements.** (Provisioning options for Unbundled Loop elements are set forth in Section 9.2.2.9.)

**12.3.4 Intentionally Left Blank.**

**12.3.5 Reuse of Facilities/Loop Reclamation**

12.3.5.1 For migration/conversion activity, Qwest will reuse facilities to the extent those facilities are technically compatible with the service to be provided for the migration/conversion activity (i.e., not "new" activity). Regarding Loop facilities, see also Section 9.2.2.15.

**12.3.6 Intentionally Left Blank.**

**12.3.7 Loss and Completion Reports**

12.3.7.1 Qwest will notify CLEC by Operational Support System interface or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. As part of such processes, Qwest will provide CLEC Loss and Completion reports as described below. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer.

12.3.7.1.1 The daily loss report will contain a list of accounts that have had lines disconnected because of a change in the End User Customer's local service provider. Qwest will issue a loss report when a service order Due Dated for the previous business day, is completed or canceled in Qwest's service order processor (SOP). The losses on the report will be for the previous day's activity. This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

- a) Resale; and
- b) Unbundled Loop.

12.3.7.1.1.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided in the report, Qwest will obtain the information internally.

12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day's activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for Resale and Unbundled Loop.

12.3.7.1.2.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

## **12.4 Maintenance and Repair**

12.4.0 Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service. Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.4.0.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.4.0.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.4.0.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

### **12.4.1 Trouble Screening, Isolation and Testing**

12.4.1.1 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions. In cases where a trouble condition affects a significant

portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

12.4.1.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may choose to employ similar techniques in its centers.

12.4.1.3 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.4.1.5 and 12.4.1.6.

12.4.1.4 Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.1.5 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service Charge.

12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess testing charges. Whether other charges, (including charges with a testing component) such as dispatch charges, Maintenance of Service charges, Trouble Isolation Charges, apply will be governed by the provisions of this Agreement associated with such charges (e.g., 6.6.4 and 9.2.5.2).

12.4.1.6 When CLEC elects not to perform trouble isolation and CLEC requests Qwest to perform optional testing, Qwest will charge CLEC the applicable optional testing rate as set forth in Exhibit A. If after completing the optional testing Qwest dispatches a technician at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of

the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If the circuit is on Pair Gain, Qwest will not assess optional testing charges.

12.4.1.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.4.1.7 For the purposes of Section 12.4.1.8, Trouble Reports means trouble reports received via (MEDIACC, CEMR or successor system, if any) or reported to one of Qwest's call or repair centers and managed or tracked within Qwest's call center databases and Qwest's WFA (Work Force Administration and MTAS (Maintenance Tracking Administration System) and successor systems, if any.

12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation ("TIC") charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC's account and CLEC may bill Qwest for its repeat dispatch(es) to recover a Maintenance of Services or TIC charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

(a) the repeat Trouble Report(s) is the same trouble as the Trouble Report ("Repeat Trouble"), as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and

(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and

(c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and

(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form. (If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6 ); and

(e) CLEC's demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

(j) If, however, CLEC does not use remote testing capability, a technician dispatch is required for both the prior and Repeat Trouble. Where CLEC uses remote testing capability and provides the test results describe in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.

## **12.4.2 Trouble Reports and Trouble Status**

12.4.2.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number, as described in Section 12.1.3.3.3.1.1.

12.4.2.2 CLEC may report trouble to Qwest through the Electronic Bonding or GUI interfaces provided by Qwest or manually through the support centers described above in Section 12.1.3.3.3.

12.4.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the trouble report is open and a Qwest technician is working on the resolution. For designed services, Qwest will not close the trouble report prior to verification with CLEC that trouble is cleared.

12.4.2.2.2 CLEC may access the status of manually reported trouble through the electronic interfaces described in Section 12.4.2.2.1.

12.4.2.3 CLEC may review the status of trouble reports and messages posted by Qwest technicians through the Electronic Bonding or GUI interfaces provided by Qwest or manually by contacting the support centers described above in Section 12.1.3.3.3.

12.4.2.3.1 On manually-reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.4.2.4 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by e-mail or through the electronic interface. CLEC may telephone the Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.4.2.5 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.2.6 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End Users Customers.

## **12.4.3 Activities to Resolve Trouble Reports or Perform Maintenance and Repair Work**

12.4.3.1 A CLEC trouble report is prioritized without regard to the service provider, including Qwest.



12.4.3.2 Qwest will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement.

12.4.3.3 When CLEC reports that CLEC has isolated trouble to the Qwest network, Qwest will perform trouble isolation to the extent the capability to perform such trouble isolation is available to Qwest.

12.4.3.3.1 Prior to requiring access to the End User Customer premises, Qwest will conduct testing to determine if the trouble can be resolved without access to the End User Customer premises. Outside of normal business hours, Qwest will not dispatch to the last testable point in a circuit if isolation can be obtained via remote testing. If the circuit can be tested as needed and the trouble can be resolved without access to the End User Customer premises, Qwest will proceed with resolving the trouble.

12.4.3.4 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

12.4.3.6 Dispatch: Qwest will provide dispatch personnel in substantially the same time and manner it provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Qwest will only charge for a dispatch if it dispatches and the trouble is not found to be in the Qwest network.

12.4.3.6.2 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, Qwest shall obtain prior CLEC authorization with the exception of major network outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise other than for the sole purpose of tagging of the Demarcation Point, CLEC may request Qwest to place a tag accurately identifying the line or circuit, including the telephone number or Qwest Circuit ID, at the Demarcation Point if such a tag is not present. Qwest will perform such tagging at no charge to

CLEC. If CLEC is requesting the dispatch solely for purposes of having Qwest tag the Demarcation Point, see Section 12.3.1.1.

12.4.3.7 Intentionally Left Blank.

12.4.3.8 Intentionally Left Blank.

12.4.3.9 Intentionally Left Blank.

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Intentionally Left Blank.

12.4.3.10.2 Qwest will notify CLEC of major network outages via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as End User Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major network outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.4.3.10.3 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.4.3.10.4 Qwest's emergency restoration process operates on a 7X24 basis.

12.4.3.10.5 Qwest may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers though the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that Qwest must report to the Commission, Qwest shall make such reports on behalf of itself and CLEC.

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Qwest shall provide notice of potentially CLEC End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.11.2 Qwest shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware,

equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.11.3 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

#### 12.4.3.12 Switch and Frame Conversion Service Order Practices

12.4.3.12.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.4.3.12.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.4.3.12.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.4.3.12.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.4.3.12.5) other than conversion orders described in Section 12.4.3.12.7. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.4.3.12.5 ASRs for Switch or frame Trunk Side facility Augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to Augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.7.

12.4.3.12.6 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.4.3.12.7 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.4.3.12.8 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.9 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.10 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.4.3.12.10.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. In the event that CLEC End User Customer service is disconnected in error, Qwest will restore CLEC End User Customer service through the process described in Sections 12.1.3.3.

12.4.3.12.10.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.4.3.12.10.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.4.3.12.10.4 LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.4.3.12.10.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.4.3.12.10.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 11:00 A.M. Pacific Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 11:00 A.M. Pacific Time the day prior to the scheduled LSR Due Date until 11:00 A.M. Pacific Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.11 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required.

12.4.3.12.12 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches.

#### 12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

12.4.3.13.1 Generally, Qwest performs major Switch Maintenance and Repair activities off-hours, during certain "Maintenance and Repair windows." Major Switch Maintenance and Repair activities include Switch conversions, Switch

generic upgrades and Switch equipment additions.

12.4.3.13.2 Generally, the Maintenance and Repair window is between 9:00 p.m. through 5:00 a.m. Monday through Friday, and Saturday 9:00 p.m. through Monday 5:00 a.m., Pacific Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.13.3 Planned generic upgrades to Qwest Switches will be available to CLEC via Qwest's Web site in the ICONN database, which is described in Section 12.1.3.2.5 above.

#### 12.4.3.14 Impairment of Service

12.4.3.14.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is referred to as an "Impairment of Service."

12.4.3.14.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.4.3.15 Inside Wire Maintenance: Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

#### 12.4.4 Trouble Report Closure

12.4.4.1 When Qwest closes a trouble report, Qwest will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a "disposition code").

12.4.4.2 Qwest will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and

Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).

12.4.4.3 Qwest will provide a web based tool (currently known as Maintenance and Repair Invoice Tool) that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least the telephone number or circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and any related remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and sixteen (16) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.

## **12.5 Billing**

12.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

## **12.6 On-Going Support for OSS**

Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2 and its sub-sections. Once Qwest receives a complete and accurate New Customer Questionnaire (initial or updated), Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.6.1 Qwest will support previous XML releases for six (6) months after the next subsequent XML release has been deployed. Exceptions to these guidelines, if any, will be considered in accordance with the CMP procedures. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.6.3 Qwest will provide an XML Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.6.4 Re-certification is the process by which CLECs demonstrate the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.6.5 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.6.6 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be

able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.6.7 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using. Qwest will assist CLEC as described in Section 12.1.3.

12.6.8 An exchange protocol will be used to transport XML formatted content. CLEC must perform certification testing of exchange protocol prior to using the XML interface.

12.6.9 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.6.9.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive XML messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.6.9.2 Stand-Alone Testing Environment ("SATE") – Qwest shall provide a stable, Stand-alone Testing Environment that, during a CLEC's development and implementation of XML, will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC that mirror the responses that would be obtained in the production environment. The SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted XML transactions through the XML system edits successfully for both new and existing releases. Qwest will provide documentation for use with SATE that provides the CLEC information required to successfully use SATE and be certified to move into controlled production. SATE uses test account data supplied by Qwest. Qwest will provide a stable SATE no less than thirty (30) Days prior to Qwest's introduction of new OSS electronic interface capabilities to the production environment, unless otherwise agreed to pursuant to Section 16.0 of the CMP Document, including support of new test accounts, new test beds, new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional when CLEC has performed Interoperability testing successfully.

12.6.9.2.1 As of the Effective Date, the SATE does not include all of the Qwest products and services CLEC may order in Qwest's production environment. In this context products and services are those items that may be ordered via XML from Qwest on an LSR. Qwest shall incorporate each such product or service into SATE once the aggregate number of transactions for all CLECs in the production environment for such product or service reaches 100 or more during a twelve-month period. Once these conditions are met, Qwest shall incorporate such product or service into the upcoming major SATE release, if feasible. If not feasible for that release, Qwest shall incorporate such product or service into the SATE by no later than the next major SATE release. A Party



may submit a request through CMP to add products to SATE that do not meet the above criteria.

12.6.9.3 Interoperability Testing – CLEC has the option of participating with Qwest in Interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct XML transactions through the XML system edits successfully. Interoperability testing requires the use of account information valid in Qwest production systems. All Interoperability pre-order queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the XML interfaces.

**12.6.9.4 Controlled Production** – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit XML data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. Controlled production is not required **for recertification, unless the Parties agree otherwise.**<sup>107</sup> Recertification does not include new implementations such as new products and/or activity types.

12.6.9.5 If CLEC is using XML, Qwest shall provide CLEC with a pre-allotted amount of time between Qwest notification to CLEC and the sunset for CLEC's current release to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time negotiated by Qwest and CLEC during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with the CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. Qwest and CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of CLEC's business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.6.9.6 Comprehensive Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual Pre-ordering, Ordering, Provisioning, Billing and Maintenance and Repair of Network Elements, Ancillary Services, and UNE Combinations prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or

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<sup>107</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 157).

Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.

12.6.9.6.1 Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify Qwest in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.

12.6.9.6.2 Within ten (10) business days after CLEC's written notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week, unless otherwise agreed by Qwest and CLEC, to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Unless otherwise agreed, within ten (10) business days after CLEC's first meeting with Qwest, CLEC shall provide Qwest with a firm definition of the scope of the comprehensive testing. Within a mutually agreed period of time, which shall not exceed forty-five (45) business days after CLEC defines the scope of the comprehensive testing, Qwest and CLEC will reach agreement on the terms, guidelines and processes for executing the comprehensive testing and meeting CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and Qwest do not reach agreement on such a process within forty-five (45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.6.9.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.6.9.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.

12.6.9.6.2.1 The intervals for comprehensive testing apply to one comprehensive test. One comprehensive test may include overlapping testing by CLEC in more than one state within a single comprehensive testing request. If Qwest has multiple requests for comprehensive testing then the intervals for each request will be separately negotiated. Multiple requests are CLEC requests for comprehensive production testing received within the same 45 business

day interval referenced above. If the CLEC is not in agreement with the given intervals and the disagreement is not resolved within ten (10) business days, the requesting CLEC may submit the matter to the dispute resolution process.

12.6.9.6.3 For the purposes of Comprehensive Production Testing, Qwest shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such Provisioning as called for by this Agreement.

12.6.9.6.4 For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of this Agreement or pursuant to a Qwest retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop, Resale or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example, Qwest shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office Building. In such cases, if a Commission waiver is not required, Qwest shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a waiver.

12.6.9.6.5 The Parties shall provide technical staff to meet to provide required support for Comprehensive Production Testing.

12.6.9.6.6 During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine Pre-ordering, Ordering, Provisioning, Billing, Maintenance and Repair of the services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.

12.6.9.6.7 Either Party may supply information about the Comprehensive Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.

12.6.9.6.8 The costs of testing shall be assigned to the CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in Provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.6.9.6.8, including a detailed description of each activity including the Qwest underlying assumptions for which Qwest seeks recovery. CLEC shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted

amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing. CLEC shall have 30 business days to notify Qwest if CLEC wishes to continue the comprehensive testing. If CLEC elects to discontinue the comprehensive testing, then testing will cease immediately and CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform Qwest that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and Billing will continue as agreed. Qwest shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a Qwest retail Tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the Qwest retail Tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges Qwest incurs in accordance with the agreed terms as if no dispute existed, then Qwest will proceed with the testing. If, after the dispute is resolved, CLEC has paid to Qwest any amount that exceeds the amount it owes pursuant to the resolution, Qwest agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to Qwest, CLEC agrees to pay the remaining balance pursuant to the resolution.

12.6.9.7 If CLEC is using the XML interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the XML interface. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.6.9.7.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12 6.9.2, 12.6.9.3 and 12.6.9.4.

12.6.9.8 New releases of the XML interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each XML release. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If a CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.6.9.9 CLEC will contact the Qwest XML Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new XML release, however,

CLEC must complete the re-certification and migration to a new XML release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.9.9.1 The following rules apply to initial development and certification of XML interface versions and migration to subsequent XML interface versions:

12.6.9.9.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.2 New XML users must be certified and in production with at least one product and one order activity type on a prior release two months after the implementation of the next release. Otherwise, CLEC will be required to move their implementation plan to the next release.

12.6.9.9.1.3 Any XML user that has been placed into production on a prior release not later than two months after the next release implementation may continue certifying additional products and activities until two months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment at least four months prior to the retirement of the prior release.

12.6.9.10 CLEC will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

## **12.7 OSS Rate Elements**

12.7.1 OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.7.2 Supplements and Canceled Service Requests - (See Section 12.2.3)

## **SECTION 13.0 - ACCESS TO TELEPHONE NUMBERS**

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and Route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX Codes assigned to its Switches. To the extent practicable, each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party is responsible for updating the LERG data for NXX Codes assigned to its Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in as timely manner as practicable.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

**SECTION 14.0 - LOCAL DIALING PARITY**

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and directory listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

**SECTION 15.0 - QWEST DEX**

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest Dex. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest Dex.



**SECTION 16.0 - REFERRAL ANNOUNCEMENT**

16.1 When an End User changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach the End User.

## SECTION 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a BFR. Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the Technical Feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested;

17.2.6 the specific location requested;

17.2.7 Intentionally Left Blank.

17.2.8 Intentionally Left Blank.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and non-recurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a Request for an Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2

above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest shall make available a topical list of the BFRs that it has received with CLECs under this Agreement or an Interconnection agreement. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of a CLEC to provide sufficient details about the terms and conditions of any granted requests to allow a CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by the CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. A CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to the CLEC of the need therefore.

## **SECTION 18.0 - AUDIT PROCESS**

18.1 Nothing in this Section 18 shall limit or expand the audit provisions in the Performance Assurance Plan ("PAP"). Nothing in the PAP shall limit or expand the audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Audit or Examination Expenses.

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction"

means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be

allowed to examine such Affiliates' disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1           Either Party may request an Audit of the other Party's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years unless cause is shown to support a specifically requested audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. Other provisions of this Section that are not inconsistent herewith shall apply, except that in the case of audits, the Party to be audited may also request the use of an independent auditor.

## **SECTION 19.0 - CONSTRUCTION CHARGES**

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Network Elements or ancillary services to the extent existing facilities are available. Construction is not required for requests that can be resolved through assignments, incremental facility work or other Routine Network Modifications. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Network Elements or ancillary services specifically provided for in this Agreement, such as assignments, incremental facility work or other Routine Network Modifications, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Network Elements or ancillary services, as described in the applicable Section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers, without discrimination among the various Carriers, and consistent with Qwest's obligations contained in this Agreement.

19.3 Within twenty (20) business days after CLEC requests construction, Qwest shall provide to CLEC a quote for CLEC's portion of a specific job. The quote shall include a detailed breakdown of the labor and material costs and a description of work. The quote will be in writing and will be binding on Qwest for ninety (90) business days after the issue date. If accepted, CLEC will pay to Qwest the quoted price and construction will commence after receipt of payment. If CLEC accepts a Qwest quote for construction, such acceptance is of price and scope of work only. Any additional terms incorporated into Qwest forms to request or accept a quote for construction, or to otherwise direct Qwest to proceed with construction, shall have no effect as between the Parties. The terms and conditions applicable to such construction shall be those terms and conditions set forth in this Agreement. Any such quote for construction shall be a firm quote (not to exceed a specific dollar amount) to complete the construction for the requested facilities. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this Agreement, that Network Element shall be deemed a UNE. If Qwest builds facilities based on a CLEC request for construction, Qwest shall, complete CLEC's order(s) for service related to such construction within the applicable service interval once construction is completed.



## **SECTION 20.0 - SERVICE PERFORMANCE**

20.1 Performance Indicator Definitions--Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Qwest will bring changes agreed to by CLECs and Qwest to the Commission for modification of Exhibit B of this Agreement. Modification of PIDs that apply to the Washington Qwest Performance Assurance Plan (QPAP), attached hereto as Exhibit K, shall be made in accordance with Section 16 of that Exhibit.

20.2 Qwest Performance Assurance Plan (QPAP)--Pursuant to Section 13.6 of Exhibit K, CLEC adopts the QPAP.

## **SECTION 21.0 – CONNECTIVITY BILLING, RECORDING, AND EXCHANGE OF INFORMATION**

### **21.1 General Terms**

21.1.1 Each Party will bill and record in accordance with this Agreement those charges the other Party incurs as a result of such Party's purchases under this Agreement (hereinafter "Connectivity Charges").

21.1.2 The Parties shall provide each other with timely, accurate and complete bills and call records relating to the products and services provided, the Connectivity Charges billed, and the traffic exchanged under this Agreement.

21.1.3 Connectivity Charges are set forth in Exhibit A. Terms and conditions are set forth in Section 5.4 relating to payments and deposits (including late payment charges), Section 7.3 relating to bill and keep for reciprocal compensation, and Section 22 relating to pricing.

### **21.2 Monthly Billing**

21.2.1 Qwest and CLEC will establish monthly Bill Dates for each Billing Account Number ("BAN"), which Bill Date shall be the same day month to month. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties in writing. Each Party shall provide the other Party at least thirty (30) Days written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Charges invoice associated with each BAN. Each invoice must contain a BAN number and, in CABS or SECAB format, an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected.

21.2.2 Qwest shall assign each Unbundled Network Element (UNE), UNE Combination, resold service or other product, service or option included in this Agreement purchased by CLEC a separate and unique Billing code. These Billing codes are determined by Qwest based on industry guidelines for Universal Service Ordering Codes (USOCs) and Field Identifiers (FIDs). FIDs identify non-fielded data and, among other things, describe more detailed and specific attributes of a USOC. Qwest shall provide such USOCs to CLEC on each bill for Connectivity Charges provided by Qwest ("Connectivity Bill") in which charges for such UNEs, UNE Combinations, resold services or other products, services or options included in this Agreement appear.

21.2.3 Connectivity Bills will be provided by Qwest on a monthly basis and shall include: (a) all non-usage sensitive charges incurred for the period beginning with the current Bill Date and extending up to, but not including, the next Bill Date, (b) any known unbilled non-usage sensitive charges for prior periods providing they shall not exceed the periods set forth in Section 21.6 below, (c) unbilled usage sensitive charges for the period beginning with the last bill processing date and extending up to the processing date of the current bill, (d) any known unbilled usage sensitive charges for prior periods, or any unknown prior usage sensitive charges that are now known, for prior periods, providing they shall not exceed the periods set forth in Section 21.6 below, and (e) any known unbilled adjustments providing they shall not exceed the periods set forth in Section 21.6 below. Each Connectivity Bill shall set forth the quantity and description of

each such Unbundled Network Element, UNE Combination, resold service or other product or service under this Agreement billed to CLEC. All Connectivity Charges billed to CLEC must indicate the state from which such charges were incurred. Each Connectivity Bill shall also include:

- (a) Billing Telephone Number (BTN);
- (b) Bill Date;
- (c) the date on which the billed activity occurred ("Service Date"), including for per call activation charges the date on which the call occurred (except that individual call dates will not be provided for bulk-billed usage);
- (d) Working Telephone Number (WTN) or circuit identification (Circuit ID), whichever is applicable (except for charges for which the WTN is the same as the BTN, or for bulk-billed USOCs and order charges, if any, that do not apply at a WTN or circuit level, for which the sub-account number may be provided instead);
- (e) Billable USOCs and USOC descriptions, unless there is no USOC for the product or service, the USOC is only for non-recurring charges (in which case a descriptive bill phrase is provided), or the USOC charge amount is part of a Tax or Surcharge (in which case the tax or surcharge will be separately listed on the bill);
- (f) rate (except for toll calls and non-recurring charges);
- (g) extended charges (rate X quantity);
- (h) for Connectivity Charges that vary by zone, information necessary to identify which zone charge was billed. (Additionally, Qwest will make available to CLEC an electronic Billing Customer Service Record (CSR) which provides information necessary to allow CLEC to identify the Common Language Location Identifier (CLLI) applicable to each charge that varies by zone.);
- (i) for Non-Recurring Charges ("NRCs"), service establishment date (Billing start date) on the first bill for which the charge appears, Purchase Order Number ("PON"), service order ("SO") number and, for electronic bills, an identifier, which in the case of BillMate ASCII bills, is an identifier of Non-Recurring ("N");
- (j) for fractional charges associated with LSR or ASR activity, if any, the from and thru dates, per month charge, fractional amount, PON, SO number and, for electronic bills, an identifier, which in the case of BillMate ASCII bills, is an identifier of Fractional ("F"); and
- (k) for Maintenance and Repair charges, CLEC repair ticket number when the CLEC submitted the ticket via CEMR or MEDIACC.

21.2.3.1 During the course of this Agreement, Qwest will not convert any usage elements from detailed Billing to bulk-billing.

21.2.4 Either Party may request Connectivity Charges associated with products and services be included in separate bills, which may be sent to different billing addresses. At a minimum, a Party will comply with such a request to provide separate bills for Collocation, LIS

trunking, private line service, resale, UNE, EEL, administrative invoices, transit, and UDIT. For CLEC requests made in the normal course of business to operations channels, Qwest's obligations to comply with such requests is limited to the current capability of Qwest's OSS to support the request when the charges are provided using OSS. This provision does not limit the CLEC's ability to seek an OSS change, such as via the CMP. If separate bills are established, the Billing Party shall bill the Connectivity Charges for that product or service on the appropriate, designated BAN. At least 6,000 sub-accounts will be allowed per BAN.

### 21.3 Bill Format Media

21.3.1 Each Connectivity Bill shall be provided on paper, if selected by CLEC, or electronically transmitted in ASCII, EDI or Carrier Access Billing System (CABS) format, the selection of which format is to be chosen by CLEC, or in other electronic media that the Parties agree upon. CLEC shall provide its Carrier Access Bills to Qwest pursuant to CLEC's Tariff and any other bills in a spreadsheet sent by Email, or as otherwise agreed by the Parties. When an electronic format (CABS, EDI, ASCII) is available for a bill and is selected by CLEC, the electronic bill is the official bill of record. For ASCII bills, however, the electronic ASCII bills currently do not include the balance forward and total amount due. Therefore, until the electronic ASCII bills include this information, the paper bill is the official bill of record. Regardless of the bill format media selected, the Connectivity Bill shall be provided at no charge. The bill format media for Connectivity Bills is specified on the Customer Questionnaire, if it has not been previously provided, as set forth in Section 3.2.2.

21.3.2 Qwest uses the following systems to bill products and services to wholesale Customers:

21.3.2.1 **Customer Records and Information System Billing:** The Customer Records and Information System ("CRIS") summary bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The summary bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered, quantity of sub-accounts, and the Qwest region in which CLEC is operating. For CRIS output, CLEC may choose to receive bills in the following formats: paper, EDI via Network Data Mover (NDM) (dedicated circuit), EDI via Value Added Network (VAN), EDI via File Transfer Protocol (FTP) (dedicated circuit), EDI via the Web, CABS/Billing Output Specifications (CABS/BOS) format in an Extended Binary Coded Decimal Interchange Code (EBCDIC) file (for unbundled Loop type products only), American Standard Code (ASCII) files, or ASCII via the Web. If CLEC selects an EDI format, Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC. The billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the bill. At CLEC's option, Qwest will provide an electronic version of the output from CRIS, known as BillMate®, to CLEC. BillMate® files are created in ASCII or EDI format, at the CLEC's option. BillMate® is available, at CLEC's option, via EDI and the Internet. Other

requirements for BillMate® in the ASCII format will be set forth in a Customer guide posted on Qwest's wholesale web site and are applicable to the extent that they do not conflict with the terms of this Agreement. The functionality of BillMate® in the ASCII format will be comparable to or greater than the functionality for BillMate® in the ASCII format reflected in the Qwest BillMate® Customer Guide that is posted on Qwest's wholesale web site as of the date of execution of this Agreement. When BillMate® is used for Billing, Qwest will also provide to CLEC a paper account summary that provides the following information not provided in BillMate® (unless and until this information is provided through BillMate®): balance forward, certain adjustments, payments posted, current charges, and total amount due.

**21.3.2.2 Carrier Access Billing System Billing:** The Interexchange Access Billing System ("IABS") bill represents a monthly summary of charges. This bill includes monthly and one-time charges, adjustments, and a summary of any usage charges. These bills are segmented by product, LATA or end office, BAN and bill cycle. Qwest will use the CABS/BOS format and technology for the transmission of bills for products and services billed out of IABS. For IABS output, CLEC may choose to receive bills in the following formats: paper, Bill Data Tape (BDT), internet (Web), Network Data Mover (NDM) in BDT format, or abbreviated paper bill. If both Parties agree in writing, CABS formatted bills may be provided on paper. If CABS guidelines do not exist, the Parties will bill one another using a paper medium that adheres to the other requirements of this Section 21 that do not relate to the bill format. As of the Effective Date, CLEC is not required to provide CABS Billing for interconnection facilities ordered by Qwest. Electronically transmitted CABS formatted bills are available from Qwest for UNEs and interconnection facilities and services except for non-recurring charges for Collocation which are not billed in a CABS format but rather in a non-CABS paper format. CABS format is not available for Qwest Resale services except for Frame Relay, which is billed in CABS format. ASCII and EDI formats are available for product offerings billed out of Qwest's CRIS system. All CABS formatted Connectivity Bills shall be in accordance with CABS guidelines and the requirements of this Section 21. The Billing Party shall document any differences from the industry guidelines, however, the billed Party may request the Billing Party to eliminate differences that impair the billed Party's processing of the CABS bill. If the Parties cannot agree on the elimination of such differences, either Party may pursue the resolution of the dispute through the Dispute resolution process as set forth in Section 5.18. Qwest shall follow industry guidelines for CABS-BOS version implementation.

**21.3.2.3 Local Exchange Carrier Invoice System Billing:** For Local Exchange Carrier Invoice System (LEXCIS) output, CLEC may choose to receive bills in the following formats: (1) paper, or (2) automated invoice with pay stub via Email.

**21.3.2.4 Billing and Receivable Tracking Billing:** For Billing and Receivable Tracking (BART) output, bills are provided only on paper. Collocation NRCs, which are billed using BART, shall be given a unique BAN and invoice number per Collocation installation or Augment. Connectivity Charges for existing products and services not billed via BART under this Agreement as of its Effective Date will not be converted to BART billing.

## **21.4 Bill Processing**

21.4.1 For electronic bills, Qwest will: (i) process bill data and Customer Service Records ("CSRs") on the same date; (ii) perform all standard CABS BOS or CRIS edits on the UNE bills; (iii) populate activity date with the date of the activity associated with the charges (except for CABS bills, until this functionality is available in CABS); (iv) populate the adjustment thru date with the date through which the adjustment applies; (v) populate adjustment from the date with the date from which the adjustment applies; (vi) populate an audit number with the reference number provided by CLEC, which reference number is included in the transaction; (vii) populate recurring/non-recurring charge indicator with a value of "1" for CABS or "F" for ASCII bills for monthly recurring charges and a value of "2" for CABS or "N" for ASCII bills for non-recurring charges; (viii) populate service established dates with the date on which service was established (except for CABS bills, until this functionality is available in CABS); (ix) separate taxes and surcharges and populate on the appropriate records; and (x) use descriptive local use phrase codes for UNE charges and adjustments.

21.4.2 In those instances where paper bills are issued pursuant to Section 21.3, both Parties agree to accept, process and pay as set forth in Sections 5.4 and 21.8, any and all such paper bill invoices submitted by the other Party that are not in the industry standard formats. PDF (or equivalent of PDF) files that contain accurate paper bill images are considered to be equivalent to paper bills. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement. If the Parties cannot agree on a fee or the reason why an additional copy is needed, Qwest shall provide the additional bill copy and then either Party may pursue Dispute resolution procedures pursuant to Section 5.18 to resolve the dispute.

21.4.3 In those instances where bills are electronically transmitted, to avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties shall provide each other with their respective process specifications and edit requirements, and mutually agree on reasonable specifications and edit requirements to be followed. CLEC and Qwest shall provide each other reasonable notice if a Connectivity Billing transmission is received that does not meet the mutually agreed specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) Days from the date that the resubmitted transmission is received in an electronic form (regardless of the receipt of the paper bill) that can be processed and that meets the specifications set forth in this Agreement.

21.4.4 Qwest agrees that, if it transmits data to CLEC in a mechanized format, Qwest will also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- (a) The BAN shall not contain embedded spaces or low values.
- (b) The Bill Date shall not contain spaces or non-numeric values.
- (c) Each Connectivity Bill must contain at least one detail record.
- (d) Any "From" Date should be equal to or less than the associated "Through" Date and neither date can contain spaces. The condition of "From" date being equal to "Through" Date is appropriate only when the incurred time frame for an expense / credit is the same calendar date.
- (e) The Invoice Number must not have embedded spaces or low values.

## 21.5 Bill Media Testing Requirements

21.5.1 At least thirty (30) Days prior to Qwest sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 Days prior to changing mechanized formats (e.g., from SECAB to CABS), Qwest shall send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Agreement. Qwest shall also provide to CLEC, located at an address provided by CLEC, Qwest's originating or state level company code so that it may be added to CLEC's internal tables at least thirty (30) Days prior to testing or a change in the Qwest's originating or state level company code. CLEC will notify Qwest within the time period agreed to by the Parties if Connectivity Billing transmission fails to meet mutually agreed testing specifications. Qwest shall make the necessary corrections within the time period agreed to with CLEC to ensure that billing transmissions meet CLEC's testing specifications. Qwest shall not send CLEC a mechanized Connectivity Bill (except for testing) until such bills meet CLEC's testing specifications. If Qwest meets mutually agreed testing specifications, Qwest may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) Days, whichever is later.

**21.6 Backbilling:** Qwest may send bills to CLEC or CLEC may send bills to Qwest, containing Connectivity Charges found to be unbilled or underbilled ("Backbill(s)" or "Backbilling"), as follows:

21.6.1 Except as provided in Section 21.6.5 below, for erroneous failure to bill or underbilling of any charges incurred by the billed Party under this Agreement, the Billing Party may submit a Backbill to the billed Party for Charges Incurred by the billed Party up to one hundred twenty (120) Days prior to the Bill Date. Information to be contained on the bill when Backbilling occurs is described in Section 21.9. For the purposes of this Section 21.6.1, "Charges Incurred" shall mean: (i) for services charged on a usage-sensitive basis, upon the date on which the usage occurred and was recorded or should have been recorded, and (ii) for all other services, upon the date on which such service or billable activity occurred; or

21.6.2 For failure to bill or underbilling where data exchange with third party Carriers is required, the Billing Party may submit a Backbill to the billed Party for charges incurred by the billed Party up to one hundred twenty (120) Days prior to the Bill Date; or

21.6.3 Where Qwest or CLEC is required by regulatory agencies, arbitrators, courts, or legislatures to implement new pricing structures, Qwest may submit to CLEC, or CLEC may submit to Qwest, up to one hundred twenty (120) Days after the implementation date required in the regulatory action, the date of the final, non-appealable arbitration or order, or the effective date of the legislation or Tariff (each such date hereinafter referred to as a "Governmental Requirement Date"), a Backbill for charges incurred by CLEC, or incurred by Qwest, as a result of, and since the applicable Governmental Requirement Date, unless the regulatory agency, arbitrator, court, or legislature orders otherwise.

21.6.4 Qwest and CLEC will exert commercially reasonable efforts not to send Backbills from their Billing systems outside the time periods defined in Section 21.6.1 through 21.6.3, above. In any event, except as provided in Section 21.6.5 below, neither CLEC nor Qwest will be liable for charges contained in Backbills that are sent outside the time periods defined in Section 21.6.1 through Section 21.6.3.

21.6.5 The Billing Party may send Backbills outside of the time periods defined in Section 21.6.1 through Section 21.6.3, but otherwise subject to the limitations in this Agreement applicable to Billing disputes, for charges incurred by the billed Party where the failure to bill or underbilling is caused solely by the acts, failure or refusal to act, errors or omissions of the billed Party, and the billed Party shall be liable for such Backbilled charges. Where such failure to bill or underbilling is caused in part by the billed Party and in part by the Billing Party, the Parties may agree upon other time periods for Backbilling.

21.6.6 Notwithstanding the foregoing, Qwest will not process, or charge CLEC for, Maintenance and Repair charges that Qwest does not post by the second Bill Date after the Maintenance and Repair occurred.

### **21.7 Measurement of Connectivity Charges**

21.7.1 Qwest shall bill CLEC for each Unbundled Network Element, UNE Combination, resold service or other product or service included in this Agreement supplied by Qwest to CLEC pursuant to this Agreement based on the actual Connectivity Charges incurred. Measurement of usage-based Connectivity Charges shall be in actual conversation seconds based upon a tenth of a second increment. For switched access calls originating from a UNE Switch Carrier elapsed time will be used instead of conversation time. The total conversation and elapsed second per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute. For resale services provided under this Agreement, the total conversation time shall be measured and rounded in accordance with Qwest's Tariff and billed at the discounted rate called for in this Agreement.

### **21.8 Billing Questions, Escalations and Disputes**

21.8.1 Each Party shall provide the other Party, at no additional charge, contact billing representative(s) for resolving any Billing and payment questions or problems under this Agreement.

21.8.2 If the billing representative(s) is unable to resolve the problem or provide the requested information to the Party's satisfaction, the Party may escalate through each level of the other Party's billing management organization. A Party may initiate an escalation for any issue, at any time, and at any escalation point. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for resolution of the dispute.

21.8.3 Disputed amounts may be withheld subject to the provisions of this Section 21.8. At a minimum, CLEC and Qwest shall pay all undisputed amounts due for Connectivity Charges, as set forth in Section 5.4.

21.8.4 To dispute Connectivity Charges, a Party will follow the procedures in this Section:

**21.8.4.1 Initiation of Dispute.** Should CLEC or Qwest dispute, in good faith, any portion of the Connectivity Charges under this Agreement, the Parties will notify each other, in writing (which may include Email, if the Parties exchange Email addresses for this purpose), within fifteen (15) Days following the payment Due Date identifying the amount of, and reason and rationale for, such dispute. Where the format or lack of mechanization of bills makes it impracticable for a Party to dispute bill amounts by WTN or Circuit ID, a dispute based on summary records shall be acceptable.



**21.8.4.2 Acknowledgement of Dispute.** The Party receiving notice of a dispute will provide acknowledgement of the dispute to the disputing Party within two Business Days of receipt of the notice of dispute. The acknowledgement will contain information identifying the dispute.

**21.8.4.3 Investigation and Resolution of Dispute.** Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve the dispute through informal means prior to initiating any other rights or remedies. In addition, where a dispute is based on summary records, the billing Party shall determine by WTN all the cases where discrepancies identified on a summary basis exist. If the Parties have not resolved the dispute within thirty (30) Days of receipt of the notice of dispute, the billing Party will provide the disputing Party with a written status update. If at any point the billing Party concludes that it will deny the dispute, the billing Party will provide to the disputing Party a written statement of the denial and the reasons and rationale for the denial. Qwest personnel involved in billing and disputes shall have access to all Billing data that Qwest provides to CLEC, in the format provided to CLEC (such as BillMate®), to facilitate communication about Billing matters. In the event of a Billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) Days of written notice of the dispute.

21.8.4.4 If the issues are not resolved within the allotted time frame, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the Persons with direct responsibility for administration of this Agreement (Designated Representative). The Designated Representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Designated Representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.8.4.5 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) Days after the Parties' appointment of Designated Representatives, the dispute will be resolved in accordance with the procedures set forth in Section 5.18 of this Agreement.

21.8.5 If a Party disputes charges and does not pay such charges by the payment Due Date, such charges may be subject to late payment charges in the amount set forth in Section 5.4.8 ("Late Payment Charges"). If the disputed charges have been withheld and the dispute is resolved in favor of the Billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the Billing Party shall credit the bill of the disputing Party for the amount of the disputed charges and any late payment charges that have been assessed no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required.

21.8.6 If a Party pays the charge disputed at the time of payment or at any time thereafter pursuant to Section 21.8.7, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after resolution of the dispute, credit the disputing

Party's invoice that contained the disputed charges for the disputed amount and any associated interest, except as described below. If the disputed amount, including interest, is greater than the undisputed past due balance on the invoice that contained the disputed charges, and the disputing Party has undisputed past due balances on other invoices, the Billing Party shall apply the credit to another invoice with an undisputed past due balance and provide to the disputing Party a notice that identifies the invoice credited, in addition to the information described in Section 21.9.2. When the dispute is resolved in favor of the disputing Party, if the disputing Party has no undisputed past due balances, or if the credit, including interest, is greater than all undisputed past due balances, the Billing Party shall pay the disputed amount (less any undisputed past due balances) and any associated interest to the disputing Party by wire transfer. The interest calculated on the disputed amounts will be the same rate as Late Payment Charges. In no event, however, shall any Late Payment Charges be assessed on any previously assessed Late Payment Charges.

21.8.7 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in Section 21.8.4.1, the Party may dispute the bill at a later time through an informal process, through the process otherwise set forth in Sections 21.8.3 and 21.8.4, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute resolution provision in Section 5.18 of this Agreement, or pursuant to applicable state statutes or Commission rules.

### **21.9 Bill Adjustments**

21.9.1 Subject to the terms of this Agreement, Qwest will reimburse CLEC for incorrect Connectivity Charges or overcharges; products or services interrupted or ordered or requested but not delivered; Resold Services, UNEs, or UNE Combinations of poor quality; and installation problems if caused by Qwest. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill.

21.9.2 When Qwest processes an adjustment or Backbilling, Qwest shall provide at least the following information: (a) amount of adjustment or Backbilling by USOC; (b) applicable Bill Dates for the bill(s) being disputed (as well as the Bill Date for the bill on which the adjustment appears); (c) USOC description or, if none, reason code or description; (d) WTN or Circuit ID, whichever is applicable; (e) for Maintenance and Repair charges, date on which the charge was incurred for charge being adjusted; (f) audit reference number when provided by CLEC; and (g) additional information reasonably necessary to identify the charge being adjusted. Each adjustment or Backbilling will be separately identified. Qwest may, however, combine adjustments or Backbilling for multiple disputes or USOCs when they are related, if Qwest provides sufficient additional information to CLEC from which CLEC can relate the adjustments to the CLEC's individual disputes.

### **21.10 Information Service Provider (976) Charges**

Qwest does not now and will not during the term of this Agreement offer or bill 976 services in the state of Washington. If 976 service is provided by another Carrier in Washington, nothing in this Agreement obligates either Party to bill and collect any Information Service provider (976) charges from their respective End User Customers.

### **21.11 Alternatively Billed Calls**

21.11.1 "Alternatively Billed Calls" are calls that are billed as collect calls or billed to a third number. CLEC shall place the appropriate block (or order such block from Qwest) on each

of its End User Customer lines to prevent all collect and third party calls. If such blocks are not on End User Customer lines, CLEC shall be responsible for the calls at retail rates minus the wholesale discounts. When a block is in place on a line and such Alternatively Billed Calls occur, the originating Party is responsible for Billing the appropriate Carrier or End User Customer. If such charges appear on a Party's bill, the billed Party is not responsible for payment of such charges by the End User Customer or to the other Party.

21.11.2 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - If the blocks described in Section 21.11.1 are not on End User Customer's lines, Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever such blocks are not on the lines and the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

### **21.12 UNE, UNE Combination, or Resold Service**

21.12.1 CLEC shall be responsible for providing billing information to its End User Customers.

21.12.2 Qwest shall recognize CLEC as the Customer of record for all UNEs, UNE Combinations, or resold service and will send all notices, bills and other pertinent information directly to CLEC. The bill will include sufficient data to enable CLEC to reconcile the billed charges with the recorded call information furnished in accordance with the requirements of Section 21.14.1.1.

21.12.3 CLEC shall not be liable for any records packaging and transmission charges associated with call information not furnished by Qwest to CLEC (i) within thirty (30) Days after the date such usage was incurred, if recorded on a Qwest Switch, or (ii) within one hundred twenty (120) Days after the date such usage was incurred and recorded, if recorded on the Switch of a Carrier other than Qwest. In addition, CLEC shall not be liable for any Connectivity Charges which cannot be reconciled with call information received by CLEC from Qwest.

### **21.13 Qwest Toll Service**

21.13.1 If, during the term of this Agreement, Qwest offers toll service to CLEC's End User Customers, the line will carry a 0432 PIC/LPIC and Qwest must establish its own Billing relationship with such End User Customers. Qwest may not bill CLEC, and CLEC shall have no obligation to pay Qwest, for toll service Qwest provides to CLEC's local End User Customer's when the line carries a 0432 PIC/LPIC. In addition, CLEC shall have no obligation to bill CLEC local service End User Customer's for toll service provided by Qwest. If a Qwest PIC/LPIC other than 0432 and 5123 is used, it shall be treated the same as the 0432 PIC/LPIC. When the line carries a 5123 LPIC, Qwest will treat toll usage as resold. Qwest will bill CLEC for the toll at retail rates minus the wholesale discount listed in Exhibit A. Qwest will also pass to CLEC a Category 10 ODUF record for such 5123 toll usage so that CLEC may bill its End User Customer. If at any time Qwest introduces a new PIC/LPIC code for its toll, Qwest shall notify CLEC of the new PIC and whether toll generated with that PIC will be treated as resold toll or as Qwest-billed toll. Any conversions required as a result of the new PIC will be Qwest's responsibility. Qwest will work with CLEC to convert CLEC's End User Customers on the 5123 PIC/LPIC to a different Qwest PIC/LPIC if CLEC desires. A special coded "language" has been developed within the Carrier industry so communication of subscription activity between the Carriers and Local Operating Companies could be standardized and universal. The overall language is generally referred to as Customer Account Record Exchange (CARE) and is broken

down into numeric codes to send subscription transactions back and forth. The Parties may elect to use such CARE processes. CLEC currently uses a CARE process. If a Party elects not to use or continue to use such a CARE process, the Party also has the option of not offering such toll service, unless required to do so by law. If a Party elects not to offer such toll service, that Party is responsible for contacting its End User Customers and arranging for transfer of their service.

## **21.14 Recording and Exchange of Call Detail and Usage Records**

### **21.14.1 Daily Usage Files (DUF)**

21.14.1.1 Qwest agrees to record call information in accordance with this Section. To the extent Technically Feasible, for resale, UNEs and UNE Combinations, Qwest shall record all call detail information associated with every call originated or terminated to the other Party's local exchange End User Customer, with the exception of terminating local calls and local calls originating from resold lines for which CLEC purchases flat rated local service, unless such originating or terminating local calls are billable to CLEC. Qwest shall provide these records to CLEC, and these records shall be formatted pursuant to OBF's EMI standards and the terms and conditions of this Agreement. Qwest agrees that it will retain, at its sole expense, copies of all EMI records transmitted to CLEC for at least one hundred and eighty (180) Days after transmission to the other Party. Switched Access records are not available on resale.

21.14.1.2 CLEC agrees to record call information in accordance with this Section. Unless Qwest notifies CLEC in writing that CLEC may discontinue doing so, CLEC shall provide to Qwest access records. The access records provide Qwest with usage by CLEC end office of originating switched access usage. These records are in industry standard Category 11 Exchange Message Interface (EMI) format. Category 1101 series records are used to exchange detail Meet Point Billed access minutes-of-use. Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records. The CLEC may charge Qwest for these records in accordance with Exhibit A.

21.14.1.3 Daily Usage File(s) (DUF) provide the accumulated set of usage records or call information (call detail) for a given day as captured or recorded by the network Switches.

21.14.1.4 CLEC may choose to receive DUF in the following media types: File Transfer Protocol (FTP) (direct only, dedicated circuit), Network Data Mover (NDM) (dedicated circuit or dial-in), or Web access. CLEC specifies the media type and method of receiving the DUF on the Customer Questionnaire, if they have not been previously provided, as set forth in Section 3.2.2.

21.14.1.5 The DUF may include unrated usage records; for alternately billed calls, rated usage records; and if applicable, access records.

21.14.1.6 Qwest shall provide DUF to CLEC in OBF Exchange Message Interface (EMI) format. This EMI format is outlined in the document SR-320, which can be obtained directly from Alliance for Telecommunication Industry Solution (ATIS). Recorded call information will conform to EMI guidelines for each applicable recorded usage record and record type. Applicable usage records are dependent on the class of

service for each account. For example, a measured class of service includes all local usage records, but a flat class of service does not include local usage.

21.14.1.7 Qwest processes recorded usage records daily. Qwest shall check recent service order activity prior to sending records to the DUF to ensure usage is processed correctly. Unless CLEC indicates otherwise, Qwest shall transmit separate DUF to CLEC daily, Monday through Friday, excluding Qwest holidays. CLEC also has the option of receiving the DUF on a weekly or monthly basis. If there is no usage recorded on a particular day, CLEC will not receive a file or any notice from Qwest that usage was not recorded, and Qwest will not transmit a file. If there was usage but Qwest did not transmit the usage to CLEC, Section 21.14.4 shall apply.

21.14.1.8 All access and non-access records shall be provided in files containing packs of data with no more than the number of records per pack provided by applicable industry standards. In addition, Qwest shall send no more than 99 packs per Regional Accounting Office (RAO) per file. In the event that the number of packs approaches 95 per RAO, Qwest agrees to negotiate the increase of the number of records per pack within a reasonable period of time after receiving written notice from CLEC.

21.14.1.9 The Daily Usage Record File contains multi-state data for the data processing center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself.

21.14.1.10 The DUF will be provided for Resale. The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

21.14.1.11 Each Party shall provide timely written notification to the other Party if records are not sent according to this Section 21.14. The Party which should have sent the records will provide the other Party with a summary of the type of records that it is re-sending or that will be sent for the first time outside of the process described in this Agreement, identifying the date and manner in which the records will be sent. The Party will send the summary of the number and type of such records on the same day, or within one business day, of sending such records. The Party which was to have sent the records will provide regular status updates to the other Party regarding the record retrieval process.

21.14.1.12 At CLEC's request, Qwest shall separate the usage records and call information between Other Daily Usage Files (ODUF) and Access Daily Usage Files (ADUF).

21.14.1.12.1 Other Daily Usage Files (ODUF)

21.14.1.12.1.1 Some types of calls generate records that are billable to CLEC End User Customers. These records shall be included in Qwest's ODUF.

21.14.1.12.1.2 Once CLEC becomes the provider of record on a line, Qwest will report to CLEC, via the ODUF, all applicable billable usage. Examples of some recorded billable usage records CLEC will receive on the ODUF are Directory Assistance (DA), Directory Assistance Complete A Call (DACC), Busy Line Verify (BLV), Busy Line Interrupt (BLI), Local Measured Service (LMS),

usage sensitive CLASS(tm) features, and Qwest provided intraLATA toll. Qwest will not report to CLEC, via the ODUF, non-billable records. Examples of some non-billable records include uncompleted calls, 911 calls, reciprocal compensation records, records that are more than ninety (90) Days old, and study records.

21.14.1.12.1.3 If CLEC establishes as a Reseller only, Qwest will only provide recorded usage records on the ODUF. A single ODUF file will be created per CRIS region (Central, Eastern or Western). The recorded usage records within each ODUF file are sorted internally by the originating number's, or for alternatively billed calls, the billing number's, Regional Account Office (RAO), creating multiple "packs" of recorded usage records in each ODUF. For example, all recorded usage records in RAO 153 are packed together with a header/trailer while all recorded usage records in RAO 062 are packed together with a different header/trailer, but both of these "packs" appear in the single ODUF file.

21.14.1.12.1.4 ODUF records shall be in industry standard Exchange Message Interface (EMI) Category 01 (rated) and 10 (unrated) formats. Category 01 and 10 records provide mechanized record formats that can be used to exchange local and originating usage information between Qwest and CLEC. Category 010101, 010104, 010105, 010116, 010118, 010119, 010125, 010131, 010132, 010135, 010137, 100101, 100116, 100118, 100119, 100131, 100132, and 100137 are common EMI record types that are used to exchange detailed local and intraLATA toll usage information.

#### 21.14.1.12.2 Access Daily Usage File (ADUF)

21.14.1.12.2.1 Switched Access Service calls that are either originated or terminated by CLEC End User Customers create records that are billable to the Interexchange Carrier (IXC) that provides the long distance (intraLATA and interLATA) service and shall be included in Qwest's ADUF. ADUF records are those that CLEC can use to bill IXCs for Switched Access Services.

21.14.1.12.2.2 If CLEC is established as a UNE provider, Qwest will provide to CLEC originating and terminating switched access records in the ADUF. All switched access records shall be packed into a single file per CRIS region.

21.14.1.12.2.3 ADUF records will be in industry standard Exchange Message Interface (EMI) Category 11 format. Category 11 records provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 110101, 110201, 110105, and 110125 are common EMI record types that are used to exchange detailed access usage information.

### 21.14.2 Meet Point Billing

21.14.2.1 "Meet Point" and "Meet Point Billing" or "MPB" are defined in Section 4 of this Agreement.

21.14.2.2 As detailed in the MECAB or SECAB guidelines, Qwest and CLEC will, in a timely fashion, exchange all information necessary to accurately, reliably, and promptly bill Access Service Customers for Switched Access Services traffic jointly handled by Qwest and CLEC via the Meet Point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

21.14.2.3 Qwest and CLEC will exchange all information necessary to enable each Party to transmit usage data to the other Party. Subsequent to the exchange of transmission information, the tandem Party, as the subsequent Billing Company, will provide the end office Party, as the initial Billing Company (IBC), detailed Exchange Access usage data (EMI Category 11-01) within ten (10) Days of the actual usage date. The IBC will perform its responsibilities, as defined by MECAB or SECAB, and provide usage data (EMI Category 11-01) within ten (10) Days of the actual usage date.

21.14.2.4 Qwest and CLEC shall work cooperatively to coordinate rendering of Meet Point bills to Access Service Customers and shall reciprocally provide each other usage data and related information. Billing to Access Service Customers for the Switched Access Services jointly provided by Qwest and CLEC via the MPB arrangement shall be according to the multiple bill/multiple Tariff method as described in the MECAB or SECAB guidelines. This means each Party will bill the Access Service Customer for the portion of service it provided at applicable rates as specified by each Party.

21.14.2.5 Should either Party desire to change the Billing/Tariff method, Qwest and CLEC may mutually agree to implement one of the following options for Billing to third parties for the Switched Access Services jointly provided by Qwest and CLEC via the MPB arrangement: single bill/single Tariff method; single bill/multiple Tariff method; or continue the multiple bill/multiple Tariff method. Should either Party prefer to change among these Billing methods, that Party shall notify the other Party in writing of such a request ninety (90) Business Days in advance of the date on which such change is desired to be implemented. If the Parties mutually agree to the change(s), such changes will be made in accordance with MECAB or SECAB guidelines.

21.14.2.6 If MPB data is not processed and delivered by either Qwest or CLEC and sent to the other Party within fifteen (15) Days of the relevant recording period and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

21.14.2.7 If MPB data is not submitted within fifteen (15) Days of the relevant recording period or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in Billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times a monthly rate that shall not exceed the Late Payment Charge set forth in Section 5.4.8, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.

21.14.2.8 Errors in MPB data exchange by the Parties may be discovered by CLEC, Qwest or the billable IXC. Both CLEC and Qwest agree to provide the other Party with notification of any discovered errors within two (2) Business days of the discovery. The other Party shall correct the error within eight (8) Business days of notification and

resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data will be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 21.14.4 of this Agreement and compensate the other for the lost MPB Billing data.

### **21.14.3 Carrier Identification Codes**

21.14.3.1 Upon either Party's request, a Party will provide valid lists and ongoing updates of all Carrier Identification Codes ("CIC") and associated Billing information for each Party's tandem to ensure accurate Billing in accordance with guidelines adopted by and contained in the OBF's MECAB, SECAB or MECOD documents (whichever is applicable).

21.14.3.2 Each Party will provide the other Party with a CIC on each EMI record transmitted to the other Party for which a CIC code is applicable.

21.14.3.2.1 When Qwest does not make available EMI records, Qwest will provide CLEC with toll usage traffic information sufficient to allow CLEC to bill Qwest for such usage. Qwest will provide this information to CLEC via a report, currently known as the Toll Usage Tracking (TUT) report, which includes the ILEC additive (for Independent Local Exchange Carrier traffic where Qwest is an IntraLATA toll Carrier) to the Qwest minutes.

### **21.14.4 Lost or Undelivered Data**

21.14.4.1 CLEC recorded usage data determined to have been lost, damaged or destroyed as a result of an error or omission by Qwest shall, upon CLEC request, be recovered by Qwest at no charge to CLEC. In the event the data cannot be recovered by Qwest, Qwest shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Qwest and CLEC in writing.

21.14.4.1.1 This estimate shall be used to adjust amounts CLEC owes Qwest for Category 11 or DUF record charges in Exhibit A for the records associated with the lost or undelivered data.

21.14.4.1.2 When Qwest is unable to deliver such usage to CLEC for all usage (missing records) or the usage date on messages delivered is more than ninety (90) days old (stale records), this estimate shall also be used to determine the amount Qwest owes CLEC for the usage charges that would have applied to those records when CLEC billed IXC(s). For usage that is charged on a per minute basis, such usage charges shall be computed by taking the aggregate minutes of the stale records, or an estimate of usage of missing minutes, and multiplying those minutes by the rates in the CLEC Tariff, using a fifty percent (50%) interstate use (PIU) factor, unless the Parties agree otherwise. For usage that is charged on a per message (not per minute) basis, revenue owed to CLEC shall be calculated by multiplying the number of messages by the rate in the CLEC Tariff. If there is no CLEC Tariff rate, a mutually agreed upon rate will apply.

21.14.4.1.2.1 For certain usage, Qwest bills CLEC rates pursuant to Exhibit A (e.g., directory assistance). In these instances, if Qwest has both



not billed CLEC such charges and such usage is lost or undelivered, Qwest may subtract such charges from the total amount owed to CLEC pursuant to Section 21.14.4.1.2. If Qwest subtracts charges pursuant to this Section, Qwest shall provide to CLEC an itemized list of each element(s) and rate(s) for the charges subtracted.

21.14.4.2 Partial Loss - Qwest shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

21.14.4.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

21.14.4.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, Qwest shall secure message/minute counts for the five (5) corresponding business days of the weeks preceding that in which the loss occurred and compute an average of these volumes.

21.14.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, Qwest shall use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

21.14.4.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), Qwest shall use volumes from the two (2) preceding Sundays.

21.14.4.7 If the loss occurs on Mother's Day or Christmas, Qwest shall use volumes from that day in the preceding year multiplied by a growth rate mutually agreed upon by the Parties.

21.14.4.8 CLEC may also request data be provided that has previously been successfully provided by Qwest to CLEC. Qwest shall re-provide such data, if available, at a charge mutually agreed to by the Parties.

21.14.4.9 When CLEC has lost data that Qwest is entitled to under the terms of this Agreement, the above terms and conditions apply equally to CLEC.

#### **21.14.5 Recording and Data Exchange Questions, Escalations, and Disputes**

21.14.5.1 Each Party shall provide the other Party, at no additional charge, a recording and usage representative(s) for resolving any recording and data exchange questions or problems under this Agreement.

21.14.5.2 The procedures and timeframes for initiating, acknowledging, escalating, and resolving Billing disputes set forth in Section 21.8 apply equally to disputes regarding call recording and exchange of record information. Nothing in Section 21.8 or this Section

shall prevent a Party from seeking expedited resolution of an issue through escalation or Dispute resolution as needed.

## **SECTION 22.0 - PRICING**

### **22.1 General Principles**

**22.1.1** The rates in Exhibit A apply to the services provided pursuant to this Agreement.<sup>108</sup>

**22.1.2** If Qwest offers discounts or other promotional terms to other CLECs pursuant to Sections 251(c) and 252 of the Act, such terms shall be made available to CLEC. Qwest will inform CLEC and/or the Commission when Qwest provides such terms to another CLEC. Regarding promotional offerings for Resale, see Section 6.2.2.1.

**22.1.3** Reciprocal Charges: See Section 7.3 regarding bill and keep for reciprocal compensation. To the extent that CLEC provides services to Qwest, other than bill and keep for reciprocal compensation, or services provided pursuant to this Agreement at the rate in Exhibit A, CLEC may apply its tariffed rates as provided in Section 22.1.3.1.

**22.1.3.1** The rates CLEC charges for Interconnection services will be the same as Qwest's rates for comparable Interconnection services when CLEC reciprocally provides such a service or functionality, unless CLEC's Tariffs provide for different rates, in which case CLEC must charge its tariffed rates or unless otherwise specified in this Agreement.

### **22.2 Time and Materials – Calculation of Charges**

**22.2.1** If CLEC requests or approves that a Qwest technician perform special installation, maintenance, conversion, testing, escort or similar services, for which there is an hourly charge under this Agreement, CLEC will pay the labor rates for such services as specified in Exhibit A, including requests for installation or conversion outside of normal business hours for the product or service requested. Normal business hours for products and services are identified in this Agreement. If CLEC requests that Qwest perform work outside of the normal business hours for the product or service requested, CLEC will be obligated to pay appropriate overtime or premium rates for that work. If CLEC requests that work be performed during the normal business hours for the product or service requested and CLEC is prepared for Qwest to perform the work during the normal business hours, CLEC will not be subject to overtime or premium rates if Qwest determines that the work is required to be performed outside of the normal business hours for the product or service requested.

**22.2.1.1** Regarding joint repair appointments, see Section 9.2.5.2.1 and Section 6.6.4.1.

**22.2.2** Qwest will manage and apply such charges in a non-discriminatory manner that is equivalent to Qwest's internal management and assignment of these costs. Basic charges apply when the Qwest technician performs work during normal business hours for the product or service requested. Overtime charges apply when CLEC authorizes (or is deemed to authorize pursuant to Section 22.2.1) the Qwest technician to perform work on a business day, but outside normal business hours for the product or service requested, or on a Saturday. Premium charges apply when CLEC authorizes (or is deemed to authorize pursuant to Section 22.2.1) the Qwest technician to perform work on either a Sunday or Qwest recognized holiday.

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<sup>108</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 161) (deletion).

### 22.3 Changes in Retail Service Rates

Qwest will provide a notice via the CMP email distribution list of all Tariff filings on the date filed or in compliance with Commission rules, whichever is earlier, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the subject matter of the Tariff as well as the effective date. If retail rates change after the Effective Date of this Agreement, the applicable discount shall be applied to the changed retail rate from the effective date of the rate change(s).

### 22.4 Interim Rates

22.4.1 The Parties acknowledge that only some of the prices contained in Exhibit A have been approved by the Commission in a cost case. Prices that have not been approved by the Commission shall be considered interim and subject to the following provisions.

22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case shall be considered as interim rates ("Interim Rates") by the Parties, applicable until changed by agreement of the Parties or by order of the Commission and as described in Section 22.6.

22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2.<sup>109</sup>

22.4.1.3 Intentionally Left Blank.<sup>110</sup>

### 22.5 ICB Pricing

If CLEC requests a product or service that is identified on Exhibit A as ICB, or for which Qwest would otherwise charge an ICB rate, Qwest shall develop a cost-based rate based upon the particular circumstances of the requested product or service for review by the Commission within 60 Days of offering the rate to CLEC. At the same time, Qwest may also file a written substantiation of the need for ICB pricing for any subsequent requests for the product or service. CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. The Qwest proposed rate shall be an Interim Rate under this Agreement. ICB pricing shall apply to all subsequent requests for the product or service if the Commission so determines.

### 22.6 Unapproved Rates

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<sup>109</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 173).

<sup>110</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 165).

**22.6.1 Qwest shall obtain Commission approval before charging for a UNE or process that it previously offered without charge. If Qwest offers a new Section 251 product or service or one that was previously offered with a charge for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate (in which case Qwest shall file the negotiated rate with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.<sup>111</sup>**

**22.6.1.1 For a UNE or process that Qwest previously offered without charge, the rates in Exhibit A do not apply until Qwest obtains Commission approval or the Parties agree to a negotiated rate. If the Parties do not agree on a negotiated rate, the Commission does not establish an Interim rate, and Qwest does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1 for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate, the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision such products and services pursuant to the terms of this Agreement, at no additional charge, until Qwest submits the rate and related cost support to the Commission for approval.<sup>112</sup>**

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<sup>111</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 169).

<sup>112</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 169).

## **SECTION 23.0 - NETWORK STANDARDS**

23.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

23.2 The Parties recognize that equipment vendors may manufacture Telecommunications Equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

23.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

### 23.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification

Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

23.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B.

23.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

#### 23.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.



FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

23.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350

23.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

## **SECTION 24.0 - COMMINGLING**

### **24.1 General Terms**

#### **24.1.1 Availability**

24.1.1.1 Except as provided herein, and notwithstanding anything to the contrary in the definition of Commingling in Section 4 of this Agreement, Qwest shall permit CLEC to Commingle a UNE or Combination of UNEs with other wholesale facilities and services obtained from Qwest pursuant to any method other than unbundling under section 251(c)(3) of the Act, including any services offered for resale.

24.1.1.2 Resale. Except as provided herein, to the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Services are available for Commingling under the terms and conditions of this Agreement and/or the terms and conditions of Qwest's applicable product Tariffs, price lists, or other Telecommunications Services offerings.

24.1.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and special Access Services offered pursuant to Tariff), and upon request, Qwest shall perform the necessary functions to provision such Commingling. For Commingled services, CLEC will be required to provide the Connecting Facility Assignment (CFA) as provided in Section 9.23.6.1.4. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination is connected to, attached to, linked to, or combined with, a facility or service obtained from Qwest, or shares part of Qwest's network with Access Services or inputs for mobile wireless services and/or interexchange services. All requests for Commingling will be subject to the terms and conditions in this Section.

24.1.2.1 The UNE component(s) of any Commingled arrangement is governed by the applicable terms of this Agreement. The other component(s) of any Commingled arrangement is governed by the terms of the alternative service arrangement pursuant to which that component is offered (e.g., Qwest's applicable Tariffs, price lists, catalogs, or commercial agreements). Performance measurements and/or remedies under this Agreement apply only to the UNE component(s) of any Commingled arrangement. Qwest is not relieved from those measurements and remedies by virtue of the fact that the UNE is part of a Commingled arrangement.

### **24.2 Ratcheting Not Required**

24.2.1 To the extent that CLEC requests Qwest, pursuant to this Section, to Commingle a UNE or a UNE Combination with one or more facilities or services

that CLEC has obtained at wholesale from Qwest, Qwest will not be required to bill that wholesale circuit at multiple rates, otherwise known as Ratcheting. Such Commingling will not affect the prices of UNEs or UNE Combinations involved. CLEC shall be assessed the Tariffed rate, or resale rate, or the rate from other Qwest wholesale service offerings, (including ICB offerings) as appropriate, for the non-UNE service. Although Ratcheting is not required, Qwest shall not deny access to a UNE on the ground that the UNE or UNE Combination shares part of Qwest's network with Access Services or inputs for mobile wireless services and/or interexchange services. Qwest shall not refuse to Commingle a UNE with special access or other wholesale services because Qwest multiplexes traffic for multiple Customers onto one facility within its own network.

24.2.1.1 A multiplexed facility will be ordered and billed at the rate in Exhibit A if all circuits entering the multiplexer are UNEs or the UNE Combination terminates at a Collocation, as described in Section 9.23. In all other situations when CLEC orders multiplexing with a UNE (e.g., CLEC orders a UNE Loop in combination with Qwest special access transport), the multiplexed facility will be ordered and billed pursuant to the applicable Tariff.

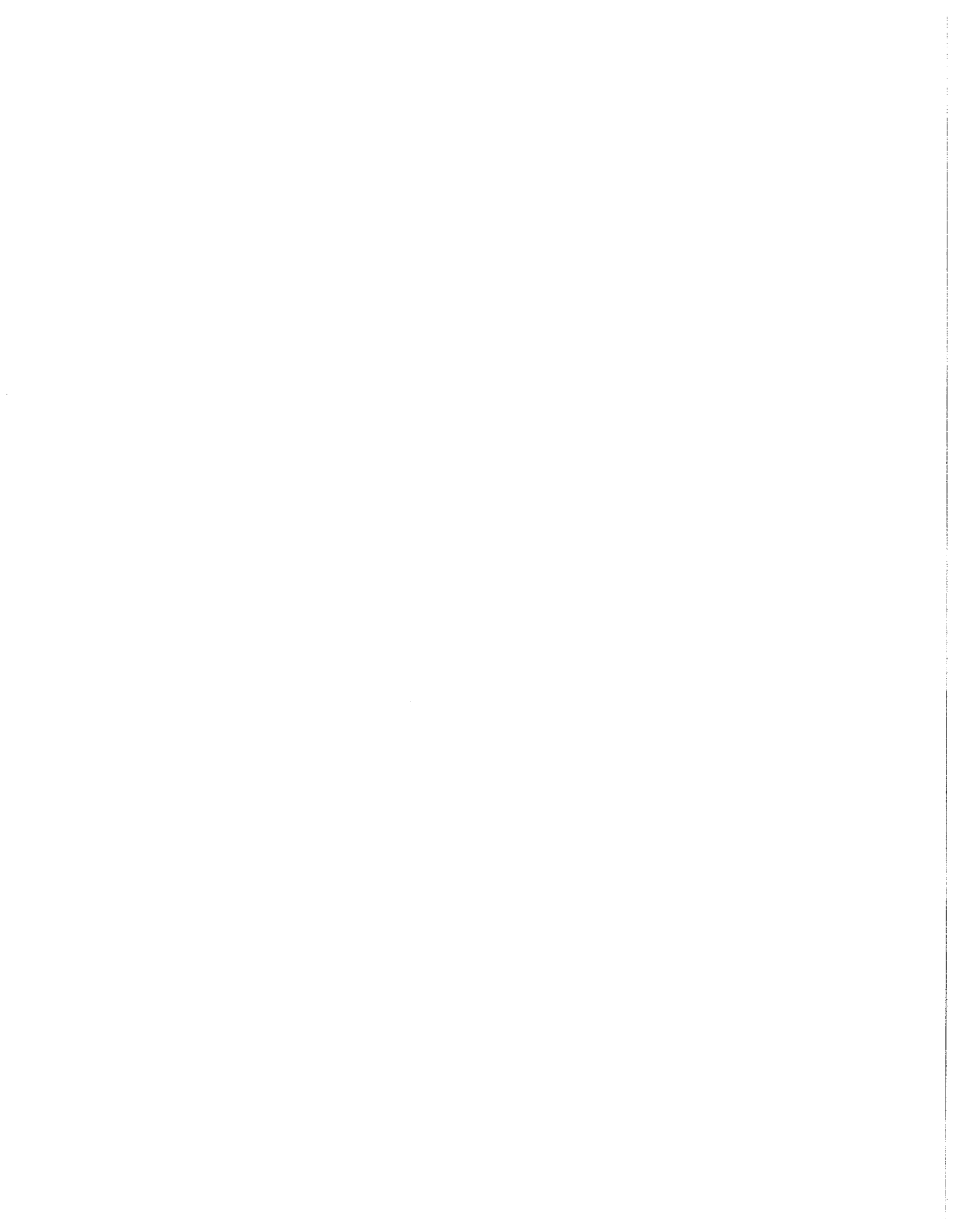
#### **24.3 Commingled EELs**

24.3.1 See Section 9.23.4.1 regarding Service Eligibility Criteria for High Capacity EELs, including Commingled EELs.

#### **24.4 Intentionally Left Blank<sup>113</sup>**

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<sup>113</sup> Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).




**SECTION 25.0 - SIGNATURE PAGE**

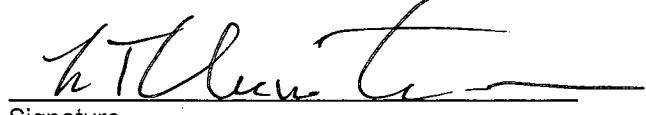
By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Inland Telephone Company**

**Qwest Corporation**



Signature



Signature

James K. Brooks

Name Printed/Typed

L. T. Christensen

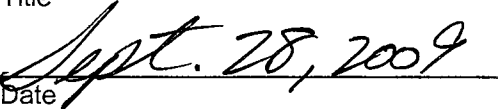
Name Printed/Typed

Treasurer/Controller

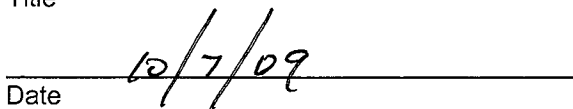
Title

Director – Wholesale Contracts

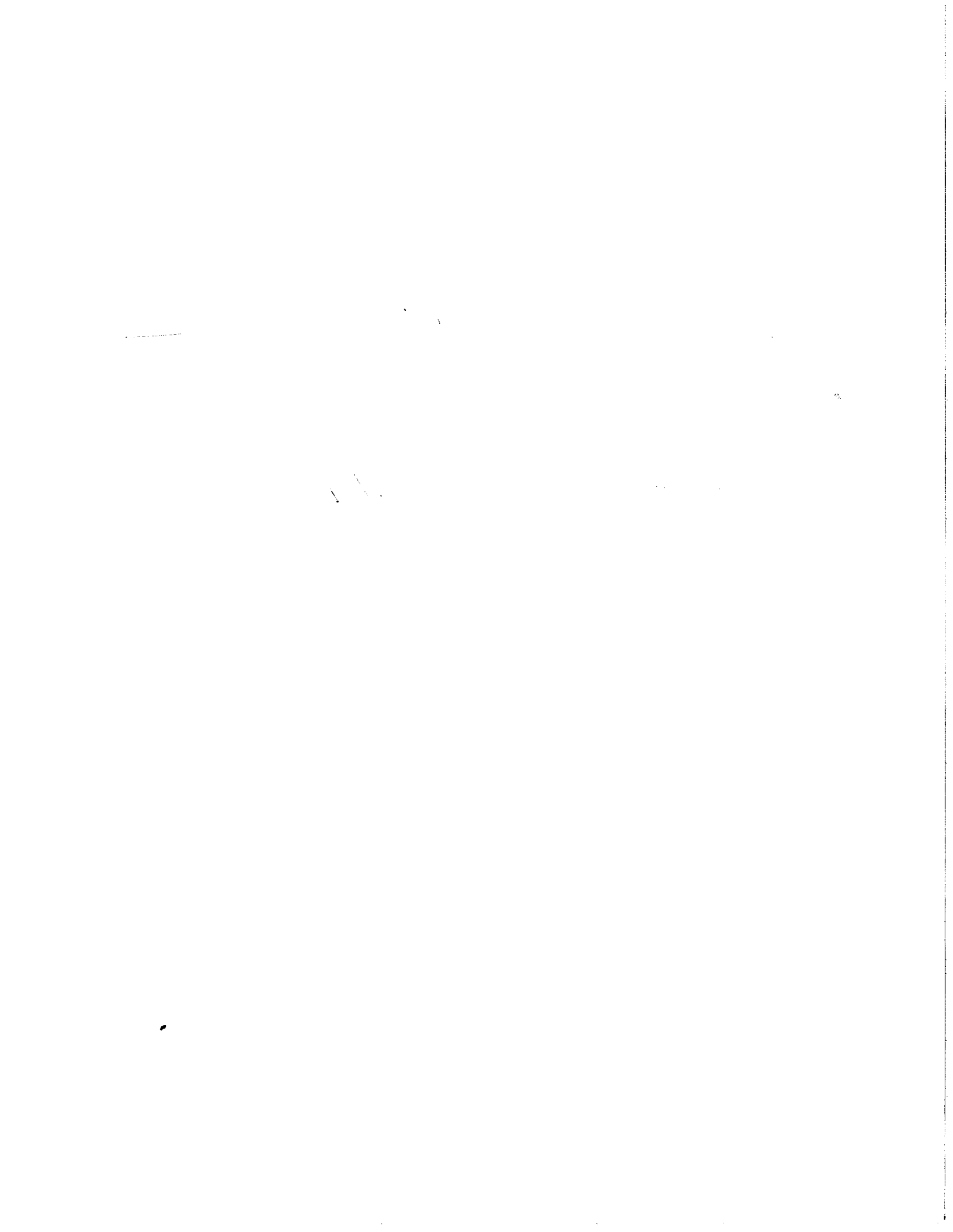
Title



Date



Date









**Exhibit A  
Compliance Filing**

										Notes	
				Wholesale Discount Percentage		Wholesale Discount Percentage					
<b>6.0 Resale</b>											
<b>6.1 Wholesale Discount Rates</b>											
6.1.1	General			14.74%		50%		A			A
6.1.2	Operator Services and Directory Assistance			7.97%		50%		A			A
6.1.3	Public Access Line (PAL) Service			14.74%		50%		A			A
6.1.4	Contract Service Arrangements			14.74%		50%		A			A
<b>6.2 Customer Transfer Charge (CTC)</b>											
<b>6.2.1 CTC for POTS Service</b>											
6.2.1.1 Residential / Business											
6.2.1.1.1 First Line											
	6.2.1.1.1.1	Installation, Manual				\$21.24					E
	6.2.1.1.1.2	Intentionally Left Blank									
	6.2.1.1.1.3	Installation, Mechanized				\$5.82					E
6.2.1.1.2 Each Additional											
	6.2.1.1.2.1	Installation, Manual				\$7.83					E
	6.2.1.1.2.2	Intentionally Left Blank									
	6.2.1.1.2.3	Installation, Mechanized				\$5.28					E
<b>6.2.2 CTC for Private Line Transport Services</b>											
6.2.2.1 First Circuit											
	6.2.2.1.1	First Circuit (Manual)				\$44.19					C
	6.2.2.1.2	First Circuit (Mechanized)				\$36.98					C
6.2.2.2 Additional Circuit, per Circuit, Same CSR											
	6.2.2.2.1	Additional Circuit, per Circuit, same CSR (Manual)				\$26.15					C
	6.2.2.2.2	Additional Circuit, per Circuit, same CSR (Mechanized)				\$26.15					C
<b>6.2.3 CTC for Advanced Communications Services (Frame Relay, ATM Cell Relay, or Transparent LAN Service), per Circuit</b>											
	6.2.3.1	Each Circuit, Mechanized				\$27.64					C
	6.2.3.2	Each Circuit, Manual				\$31.68					C
<b>7.0 Interconnection</b>											
<b>7.1 Entrance Facilities</b>											
7.1.1 Intentionally Left Blank											
7.1.2 DS1, Electrical											
	7.1.2.1	Installation, Manual		\$76.70		\$447.95		A			C
	7.1.2.2	Disconnection, Manual				\$98.34					C
	7.1.2.3	Installation, Mechanized				\$438.56					C
	7.1.2.4	Disconnection, Mechanized				\$89.24					C
7.1.3 DS3, Electrical											
	7.1.3.1	Installation, Manual		\$314.05		\$556.56		A			C
	7.1.3.2	Disconnection, Manual				\$97.19					C
	7.1.3.3	Installation, Mechanized				\$547.75					C
	7.1.3.4	Disconnection, Mechanized				\$88.37					C
<b>7.2 LIS EICT</b>											
	7.2.1	Per DS1		\$0.00		\$0.00			5		5
	7.2.2	Per DS3		\$0.00		\$0.00			5		5
<b>7.3 Direct Trunked Transport</b>											
7.3.1 Intentionally Left Blank											
7.3.2 DS1 (Recurring Fixed & per Mile)											
	7.3.2.1	Over 0 to 8 Miles		\$33.12	\$0.51			A		A	
	7.3.2.2	Over 8 to 25 Miles		\$33.12	\$0.65			A		A	
	7.3.2.3	Over 25 to 50 Miles		\$33.13	\$2.30			A		A	
	7.3.2.4	Over 50 Miles		\$33.13	\$2.70			A		A	
7.3.3 DS3 (Recurring Fixed & per Mile)											
	7.3.3.1	Over 0 to 8 Miles		\$224.72	\$10.60			A		A	
	7.3.3.2	Over 8 to 25 Miles		\$225.41	\$11.55			A		A	
	7.3.3.3	Over 25 to 50 Miles		\$231.08	\$30.34			A		A	
	7.3.3.4	Over 50 Miles		\$233.13	\$34.70			A		A	
<b>7.4 Multiplexing</b>											
	7.4.1	DS1 to DS0, per Arrangement		\$175.23				A			
	7.4.1.1	Installation, Manual				\$212.11					C

**Exhibit A  
Compliance Filing**

										Notes	
7.4.1.2	Disconnection, Manual							\$79.02			C
7.4.1.3	Installation, Mechanized							\$202.19			C
7.4.1.4	Disconnection, Mechanized							\$69.08			C
7.4.2	DS3 to DS1, per Arrangement			\$170.08						A	
7.4.2.1	Installation, Manual							\$219.60			C
7.4.2.2	Disconnection, Manual							\$79.02			C
7.4.2.3	Installation, Mechanized							\$209.69			C
7.4.2.4	Disconnection, Mechanized							\$69.08			C
<b>7.5</b>	<b>Trunk Nonrecurring Charges</b>										
7.5.1	Intentionally Left Blank										
7.5.2	DS1 Interface										
7.5.2.1	First Trunk										
7.5.2.1.1	Installation							\$235.62			1
7.5.2.1.2	Disconnection							\$118.94			1
7.5.2.2	Each Additional Trunk										
7.5.2.2.1	Installation							\$4.53			1
7.5.2.2.2	Disconnection							\$1.11			1
7.5.3	DS3 Interface										
7.5.3.1	First Trunk										
7.5.3.1.1	Installation							\$240.90			1
7.5.3.1.2	Disconnection							\$120.20			1
7.5.3.2	Each Additional Trunk										
7.5.3.2.1	Installation							\$9.82			1
7.5.3.2.2	Disconnection							\$2.37			1
<b>7.6</b>	<b>Exchange Service (EAS/Local) Traffic</b>										
7.6.1	End Office Call Termination, per Minute of Use			\$0.00						+	
7.6.2	Tandem Switched Transport, per Minute of Use			\$0.00						+	
7.6.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)										
7.6.3.1	Over 0 to 8 Miles			\$0.00	\$0.00					+	+
7.6.3.2	Over 8 to 25 Miles			\$0.00	\$0.00					+	+
7.6.3.3	Over 25 to 50 Miles			\$0.00	\$0.00					+	+
7.6.3.4	Over 50 Miles			\$0.00	\$0.00					+	+
<b>7.7</b>	<b>Local Traffic - FCC - ISP Rate Caps</b>										
7.7.1	MOU as of June 14, 2003, rates in effect until further FCC action			\$0.00						+	
<b>7.8</b>	<b>Miscellaneous Charges</b>										
7.8.1	Expedite Charge (LIS Trunks)										Qwest's Washington Access Service Tariff
7.8.2	Cancellation Charge (LIS Trunks)										Qwest's Washington Access Service Tariff
7.8.3	Additional Testing (LIS Trunks)										Qwest's Washington Access Service Tariff
<b>7.9</b>	<b>Transit Traffic</b>										
7.9.1	Local Transit (Local Transit Assumed Mileage = 9 Miles)					See Tandem Switching and Tandem Transmission Rates Below.	See Tandem Switching and Tandem Transmission Rates Below.				
7.9.1.1	Tandem Switched Transport, per Minute of Use			\$0.000690						#	
7.9.1.2	Tandem Transmission (Recurring Fixed & per Mile), Minute of Use										
7.9.1.2.1	Over 0 to 8 Miles			\$0.00026	\$0.00001					A	A

**Exhibit A  
Compliance Filing**

								Notes	
7.9.1.2.2	Over 8 to 25 Miles	\$0.00026	\$0.00001					A	A
7.9.1.2.3	Over 25 to 50 Miles	\$0.00026	\$0.00001					A	A
7.9.1.2.4	Over 50 Miles	\$0.00026	\$0.00001					A	A
7.9.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 9 Miles)	Qwest's Washington Access Service Tariff	Qwest's Washington Access Service Tariff						
7.9.3	Intentionally Left Blank								
7.9.4	Category 11 Mechanized Record Charge, per Record								
7.9.4.1	Mechanized Transit Records	\$0.001903						++	
7.9.4.2	Mechanized Access Records	\$0.001903						++	
7.10	Intentionally Left Blank								
7.11	IntraLATA Toll	Washington Access Service Tariff	Washington Access Service Tariff						
8.0	Collocation - Intentionally Left Blank								
9.0	Unbundled Network Elements (UNEs)								
9.1	Interconnection Tie Pairs (ITP) - Per Connection								
9.1.1	DS0	\$0.98						B	
9.1.2	DS1	\$1.29						B	
9.1.3	DS3	\$15.26						B	
9.2	Unbundled Loops								
9.2.1	Analog Loops							See 9.2.4	
9.2.1.1	2-Wire Voice Grade Loop								
9.2.1.1.1	Zone 1	\$11.26						F	
9.2.1.1.2	Zone 2	\$13.63						F	
9.2.1.1.3	Zone 3	\$16.92						F	
9.2.1.1.4	Zone 4	\$28.23						F	
9.2.1.1.5	Zone 5	\$67.77						F	
9.2.1.2	2-Wire Voice Grade Loop when Ordered with Port								
9.2.1.2.1	Zone 1	\$11.07						F	
9.2.1.2.2	Zone 2	\$13.44						F	
9.2.1.2.3	Zone 3	\$16.73						F	
9.2.1.2.4	Zone 4	\$28.04						F	
9.2.1.2.5	Zone 5	\$67.58						F	
9.2.1.3	4-Wire Voice Grade Loop								
9.2.1.3.1	Zone 1	\$21.38						F	
9.2.1.3.2	Zone 2	\$26.29						F	
9.2.1.3.3	Zone 3	\$32.69						F	
9.2.1.3.4	Zone 4	\$54.66						F	
9.2.1.3.5	Zone 5	\$131.66						F	
9.2.2	Nonloaded Loops							See 9.2.4	
9.2.2.1	2-Wire Nonloaded Loop								
9.2.2.1.1	Zone 1	\$11.26						F	
9.2.2.1.2	Zone 2	\$13.63						F	
9.2.2.1.3	Zone 3	\$16.92						F	
9.2.2.1.4	Zone 4	\$28.23						F	
9.2.2.1.5	Zone 5	\$67.77						F	
9.2.2.2	2-Wire Nonloaded Loop when Ordered with Port								
9.2.2.2.1	Zone 1	\$11.07						F	
9.2.2.2.2	Zone 2	\$13.44						F	
9.2.2.2.3	Zone 3	\$16.73						F	
9.2.2.2.4	Zone 4	\$28.04						F	
9.2.2.2.5	Zone 5	\$67.58						F	
9.2.2.3	4-Wire Nonloaded Loop								
9.2.2.3.1	Zone 1	\$21.38						F	
9.2.2.3.2	Zone 2	\$26.29						F	
9.2.2.3.3	Zone 3	\$32.69						F	
9.2.2.3.4	Zone 4	\$54.66						F	
9.2.2.3.5	Zone 5	\$131.66						F	
9.2.2.4	Cable Unloading							\$304.12	A, 14

**Exhibit A  
Compliance Filing**

				Notes	
9.2.2.5	Bridge Tap Removal			\$147.37	A, 14
9.2.3	Digital Capable Loops				
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See 9.2.4	
9.2.3.1.1	Zone 1		\$11.26		F
9.2.3.1.2	Zone 2		\$13.63		F
9.2.3.1.3	Zone 3		\$16.92		F
9.2.3.1.4	Zone 4		\$28.23		F
9.2.3.1.5	Zone 5		\$67.77		F
9.2.3.2	Intentionally Left Blank				
9.2.3.3	DS1 Capable Loop			See 9.2.5	
9.2.3.3.1	Zone 1		\$68.86		#
9.2.3.3.2	Zone 2		\$69.41		#
9.2.3.3.3	Zone 3		\$69.08		#
9.2.3.3.4	Zone 4		\$68.96		#
9.2.3.3.5	Zone 5		\$74.33		#
9.2.3.4	DS3 Capable Loop			See 9.2.6	
9.2.3.4.1	Zone 1		\$745.93		#
9.2.3.4.2	Zone 2		\$758.45		#
9.2.3.4.3	Zone 3		\$750.87		#
9.2.3.4.4	Zone 4		\$748.20		#
9.2.3.4.5	Zone 5		\$870.32		#
9.2.3.5	Intentionally Left Blank				
9.2.3.6	2-Wire Extension Technology		\$20.73		A
9.2.4	Loop Installation and Disconnection Charges for 2 & 4-Wire Analog / Nonloaded, ISDN BRI Capable, xDSL-I Capable, and ADSL Compatible Loop where conditioning is not required			See 9.2.1, 9.2.2, 9.2.3.1, & 9.2.3.2	
9.2.4.1	Basic Installation				
9.2.4.1.1	First				
9.2.4.1.1.1	Installation or Change, Manual			\$45.70	C
9.2.4.1.1.2	Disconnection, Manual			\$26.51	C
9.2.4.1.1.3	Installation or Change, Mechanized			\$37.53	C
9.2.4.1.1.4	Disconnection, Mechanized			\$14.41	C
9.2.4.1.2	Each Additional				
9.2.4.1.2.1	Installation or Change, Manual			\$34.78	C
9.2.4.1.2.2	Disconnection, Manual			\$16.33	C
9.2.4.1.2.3	Installation or Change, Mechanized			\$34.78	C
9.2.4.1.2.4	Disconnection, Mechanized			\$13.99	#
9.2.4.2	Basic Installation with Performance Testing				
9.2.4.2.1	First				
9.2.4.2.1.1	Installation or Change, Manual			\$118.09	C
9.2.4.2.1.2	Disconnection, Manual			\$26.51	C
9.2.4.2.1.3	Installation or Change, Mechanized			\$109.82	C
9.2.4.2.1.4	Disconnection, Mechanized			\$16.33	C
9.2.4.2.2	Each Additional				
9.2.4.2.2.1	Installation or Change, Manual			\$66.37	C
9.2.4.2.2.2	Disconnection, Manual			\$16.33	C
9.2.4.2.2.3	Installation or Change, Mechanized			\$66.37	C
9.2.4.2.2.4	Disconnection, Mechanized			\$16.33	C
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation				
9.2.4.3.1	First				
9.2.4.3.1.1	Installation or Change, Manual			\$171.07	C
9.2.4.3.1.2	Disconnection, Manual			\$26.51	C
9.2.4.3.1.3	Installation or Change, Mechanized			\$162.81	C
9.2.4.3.1.4	Disconnection, Mechanized			\$9.06	#
9.2.4.3.2	Each Additional				
9.2.4.3.2.1	Installation or Change, Manual			\$119.35	C
9.2.4.3.2.2	Disconnection, Manual			\$16.33	C
9.2.4.3.2.3	Installation or Change, Mechanized			\$85.03	#
9.2.4.3.2.4	Disconnection, Mechanized			\$9.06	#
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation				
9.2.4.4.1	First				

**Exhibit A  
Compliance Filing**

			Rate	Quantity	Amount	Notes
	9.2.4.4.1.1	Installation			\$59.81	#
	9.2.4.4.1.2	Disconnection			\$0.00	#
	9.2.4.4.2	Each Additional				
	9.2.4.4.2.1	Installation			\$53.32	#
	9.2.4.4.2.2	Disconnection			\$0.00	#
9.2.4.5	Basic Installation with Cooperative Testing					
	9.2.4.5.1	First				
	9.2.4.5.1.1	Installation or Change, Manual			\$111.29	E
	9.2.4.5.1.2	Disconnection, Manual			\$30.30	E
	9.2.4.5.1.3	Installation or Change, Mechanized			\$88.49	E
	9.2.4.5.1.4	Disconnection, Mechanized			\$16.89	E
	9.2.4.5.2	Each Additional				
	9.2.4.5.2.1	Installation or Change, Manual			\$54.28	E
	9.2.4.5.2.2	Disconnection, Manual			\$16.89	E
	9.2.4.5.2.3	Installation or Change, Mechanized			\$54.28	E
	9.2.4.5.2.4	Disconnection, Mechanized			\$16.89	E
9.2.5	DS1 Loop Installation Charges		See 9.2.3.3			
	9.2.5.1	Basic Installation				
	9.2.5.1.1	First				
	9.2.5.1.1.1	Installation or Change, Manual			\$104.82	C
	9.2.5.1.1.2	Disconnection, Manual			\$32.51	C
	9.2.5.1.1.3	Installation or Change, Mechanized			\$96.68	C
	9.2.5.1.1.4	Disconnection, Mechanized			\$27.99	C
	9.2.5.1.2	Each Additional				
	9.2.5.1.2.1	Installation or Change, Manual			\$98.27	C
	9.2.5.1.2.2	Disconnection, Manual			\$14.64	C
	9.2.5.1.2.3	Installation or Change, Mechanized			\$94.66	C
	9.2.5.1.2.4	Disconnection, Mechanized			\$12.83	C
	9.2.5.2	Basic Installation with Performance Testing				
	9.2.5.2.1	First				
	9.2.5.2.1.1	Installation or Change, Manual			\$300.55	C
	9.2.5.2.1.2	Disconnection, Manual			\$32.51	C
	9.2.5.2.1.3	Installation or Change, Mechanized			\$292.42	C
	9.2.5.2.1.4	Disconnection, Mechanized			\$27.99	C
	9.2.5.2.2	Each Additional				
	9.2.5.2.2.1	Installation or Change, Manual			\$270.43	C
	9.2.5.2.2.2	Disconnection, Manual			\$14.64	C
	9.2.5.2.2.3	Installation or Change, Mechanized			\$266.81	C
	9.2.5.2.2.4	Disconnection, Mechanized			\$12.83	C
	9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation				
	9.2.5.3.1	First				
	9.2.5.3.1.1	Installation or Change, Manual			\$340.47	C
	9.2.5.3.1.2	Disconnection, Manual			\$32.51	C
	9.2.5.3.1.3	Installation or Change, Mechanized			\$332.34	C
	9.2.5.3.1.4	Disconnection, Mechanized			\$27.99	C
	9.2.5.3.2	Each Additional				
	9.2.5.3.2.1	Installation or Change, Manual			\$309.75	C
	9.2.5.3.2.2	Disconnection, Manual			\$14.64	C
	9.2.5.3.2.3	Installation or Change, Mechanized			\$306.14	C
	9.2.5.3.2.4	Disconnection, Mechanized			\$12.83	C
	9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation				
	9.2.5.4.1	First				
	9.2.5.4.1.1	Installation or Change, Manual			\$109.87	C
	9.2.5.4.1.2	Disconnection, Manual			\$32.51	C
	9.2.5.4.1.3	Installation or Change, Mechanized			\$101.74	C
	9.2.5.4.1.4	Disconnection, Mechanized			\$27.99	C
	9.2.5.4.2	Each Additional				
	9.2.5.4.2.1	Installation or Change, Manual			\$103.33	C
	9.2.5.4.2.2	Disconnection, Manual			\$14.64	C
	9.2.5.4.2.3	Installation or Change, Mechanized			\$99.72	C
	9.2.5.4.2.4	Disconnection, Mechanized			\$12.83	C
	9.2.5.5	Basic Installation with Cooperative Testing				
	9.2.5.5.1	First				

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							Notes
	9.2.5.5.1.1	Installation or Change, Manual			\$213.72		E
	9.2.5.5.1.2	Disconnection, Manual			\$24.01		E
	9.2.5.5.1.3	Installation or Change, Mechanized			\$204.07		E
	9.2.5.5.1.4	Disconnection, Mechanized			\$22.49		E
	9.2.5.5.2	Each Additional					
	9.2.5.5.2.1	Installation or Change, Manual			\$187.23		E
	9.2.5.5.2.2	Disconnection, Manual			\$11.99		E
	9.2.5.5.2.3	Installation or Change, Mechanized			\$186.34		E
	9.2.5.5.2.4	Disconnection, Mechanized			\$11.99		E
9.2.6	DS3 Loop Installation Charges		See 9.2.3.4				
	9.2.6.1	Basic Installation					
	9.2.6.1.1	First					
	9.2.6.1.1.1	Installation or Change, Manual			\$104.82		C
	9.2.6.1.1.2	Disconnection, Manual			\$32.51		C
	9.2.6.1.1.3	Installation or Change, Mechanized			\$96.68		C
	9.2.6.1.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.6.1.2	Each Additional					
	9.2.6.1.2.1	Installation or Change, Manual			\$98.27		C
	9.2.6.1.2.2	Disconnection, Manual			\$14.64		C
	9.2.6.1.2.3	Installation or Change, Mechanized			\$94.66		C
	9.2.6.1.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.6.2	Basic Installation with Performance Testing					
	9.2.6.2.1	First					
	9.2.6.2.1.1	Installation or Change, Manual			\$300.55		C
	9.2.6.2.1.2	Disconnection, Manual			\$32.51		C
	9.2.6.2.1.3	Installation or Change, Mechanized			\$292.42		C
	9.2.6.2.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.6.2.2	Each Additional					
	9.2.6.2.2.1	Installation or Change, Manual			\$270.43		C
	9.2.6.2.2.2	Disconnection, Manual			\$14.64		C
	9.2.6.2.2.3	Installation or Change, Mechanized			\$266.81		C
	9.2.6.2.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation					
	9.2.6.3.1	First					
	9.2.6.3.1.1	Installation or Change, Manual			\$340.47		C
	9.2.6.3.1.2	Disconnection, Manual			\$32.51		C
	9.2.6.3.1.3	Installation or Change, Mechanized			\$332.34		C
	9.2.6.3.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.6.3.2	Each Additional					
	9.2.6.3.2.1	Installation or Change, Manual			\$309.75		C
	9.2.6.3.2.2	Disconnection, Manual			\$14.64		C
	9.2.6.3.2.3	Installation or Change, Mechanized			\$306.14		C
	9.2.6.3.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation					
	9.2.6.4.1	First					
	9.2.6.4.1.1	Installation or Change, Manual			\$109.87		C
	9.2.6.4.1.2	Disconnection, Manual			\$32.51		C
	9.2.6.4.1.3	Installation or Change, Mechanized			\$101.74		C
	9.2.6.4.1.4	Disconnection, Mechanized			\$27.99		C
	9.2.6.4.2	Each Additional					
	9.2.6.4.2.1	Installation or Change, Manual			\$103.33		C
	9.2.6.4.2.2	Disconnection, Manual			\$14.64		C
	9.2.6.4.2.3	Installation or Change, Mechanized			\$99.72		C
	9.2.6.4.2.4	Disconnection, Mechanized			\$12.83		C
	9.2.6.5	Basic Installation with Cooperative Testing					
	9.2.6.5.1	First					
	9.2.6.5.1.1	Installation or Change, Manual			\$213.72		E
	9.2.6.5.1.2	Disconnection, Manual			\$24.01		E
	9.2.6.5.1.3	Installation or Change, Mechanized			\$204.07		E
	9.2.6.5.1.4	Disconnection, Mechanized			\$22.49		E
	9.2.6.5.2	Each Additional					
	9.2.6.5.2.1	Installation or Change, Manual			\$187.23		E
	9.2.6.5.2.2	Disconnection, Manual			\$11.99		E
	9.2.6.5.2.3	Installation or Change, Mechanized			\$186.34		E
	9.2.6.5.2.4	Disconnection, Mechanized			\$11.99		E

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										Notes	
9.2.7	Intentionally Left Blank										
9.2.8	Private Line / Special Access to Unbundled Loop Conversion						\$26.94				1
<b>9.3</b>	<b>Subloop</b>										
9.3.1	2-Wire Distribution Loop										
9.3.1.1	First										
9.3.1.1.1	Installation or Change, Manual						\$65.99				C
9.3.1.1.2	Disconnection, Manual						\$16.81				C
9.3.1.1.3	Installation or Change, Mechanized						\$58.94				C
9.3.1.1.4	Disconnection, Mechanized						\$5.42				C
9.3.1.2	Each Additional										
9.3.1.2.1	Installation or Change, Manual						\$21.83				C
9.3.1.2.2	Disconnection, Manual						\$16.81				C
9.3.1.2.3	Installation or Change, Mechanized						\$14.78				C
9.3.1.2.4	Disconnection, Mechanized						\$5.42				C
9.3.1.3	2-Wire Distribution Loop, First & Each Additional										
9.3.1.3.1	Zone 1		\$6.67							F	
9.3.1.3.2	Zone 2		\$8.27							F	
9.3.1.3.3	Zone 3		\$10.69							F	
9.3.1.3.4	Zone 4		\$19.02							F	
9.3.1.3.5	Zone 5		\$48.37							F	
9.3.2	Intentionally Left Blank										
9.3.3	Intra-Building Cable (2-Wire Copper Only)		\$0.91								C
9.3.3.1	No Dispatch, First										
9.3.3.1.1	Installation						\$7.01				1
9.3.3.1.2	Disconnection						\$7.01				1
9.3.3.2	No Dispatch, Each Additional										
9.3.3.2.1	Installation						\$7.01				1
9.3.3.2.2	Disconnection						\$7.01				1
9.3.4	Intentionally Left Blank										
9.3.5	Multi-Tenant Environment (MTE) Terminal Subloop Access										
9.3.5.1	Subloop MTE - POI Site Inventory, per Request						\$276.15				1
9.3.5.2	MTE - POI Rearrangement of Facilities							ICB			3
9.3.5.3	MTE - POI Construction of New SPOI				ICB					3	
9.3.6	Intentionally Left Blank										
9.3.7	Field Connection Point (FCP)										
9.3.7.1	Feasibility Fee / Quote Preparation Fee						\$430.00				C
9.3.7.2	FCP Set-up, per Request						\$3,336.93		1		1
9.3.7.3	FCP Splicing, per 25 Pairs						\$14.07		1	1	1
9.3.7.4	FCP Reclassification Charge						\$544.09				1
<b>9.4</b>	<b>Shared Services</b>										
9.4.1	Intentionally Left Blank										
9.4.2	Line Splitting										
9.4.2.1	Basic Installation Charge for Line Splitting										
9.4.2.1.1	Installation, Manual						\$45.70				C
9.4.2.1.2	Disconnection, Manual						\$26.51				C
9.4.2.1.3	Installation, Mechanized						\$37.53				C
9.4.2.1.4	Disconnection, Mechanized						\$14.41				C
9.4.3	Loop Splitting										
9.4.3.1	Basic Installation Charge for Loop Splitting										
9.4.3.1.1	Installation, Manual						\$45.70				C
9.4.3.1.2	Disconnection, Manual						\$26.51				C
9.4.3.1.3	Installation, Mechanized						\$37.53				C
9.4.3.1.4	Disconnection, Mechanized						\$14.41				C
<b>9.5</b>	<b>Network Interface Device (NID)</b>		\$0.41							A	
9.5.1	Manual						\$66.71				C
9.5.2	Mechanized						\$59.67				C
<b>9.6</b>	<b>Unbundled Dedicated Interoffice Transport (UDIT)</b>										
9.6.1	DS0 UDIT (Recurring Fixed & per Mile)										
9.6.1.1	Over 0 to 8 Miles		\$16.59		\$0.10					A	A
9.6.1.2	Over 8 to 25 Miles		\$16.59		\$0.07					A	A

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				Notes		
9.6.1.3	Over 25 to 50 Miles	\$16.58	\$0.07	A	A	
9.6.1.4	Over 50 Miles	\$16.59	\$0.14	A	A	
9.6.1.5	Installation, Manual					C
9.6.1.6	Disconnection, Manual					C
9.6.1.7	Installation, Mechanized					C
9.6.1.8	Disconnection, Mechanized					C
9.6.2	DS1 UDIT (Recurring Fixed & per Mile)					
9.6.2.1	Over 0 to 8 Miles	\$33.12	\$0.51	A	A	
9.6.2.2	Over 8 to 25 Miles	\$33.12	\$0.65	A	A	
9.6.2.3	Over 25 to 50 Miles	\$33.13	\$2.30	A	A	
9.6.2.4	Over 50 Miles	\$33.13	\$2.70	A	A	
9.6.2.5	Installation, Manual					C
9.6.2.6	Disconnection, Manual					C
9.6.2.7	Installation, Mechanized					C
9.6.2.8	Disconnection, Mechanized					C
9.6.3	DS3 UDIT (Recurring Fixed & per Mile)					
9.6.3.1	Over 0 to 8 Miles	\$224.72	\$10.60	A	A	
9.6.3.2	Over 8 to 25 Miles	\$225.41	\$11.55	A	A	
9.6.3.3	Over 25 to 50 Miles	\$231.08	\$30.34	A	A	
9.6.3.4	Over 50 Miles	\$233.13	\$34.70	A	A	
9.6.3.5	Installation, Manual					C
9.6.3.6	Disconnection, Manual					C
9.6.3.7	Installation, Mechanized					C
9.6.3.8	Disconnection, Mechanized					C
9.6.4	Intentionally Left Blank					
9.6.5	Intentionally Left Blank					
9.6.6	Intentionally Left Blank					
9.6.7	Channel Performance					
9.6.7.1	DS0 Low Side Channelization (No Multiplexing)	\$11.23				C
9.6.8	Intentionally Left Blank					
9.6.9	Intentionally Left Blank					
9.6.10	Intentionally Left Blank					
9.6.11	UDIT Rearrangement					
9.6.11.1	DS0, Dual Office					
9.6.11.1.1	Manual					E
9.6.11.1.2	Mechanized					E
9.6.11.2	DS0, Single Office					
9.6.11.2.1	Manual					E
9.6.11.2.2	Mechanized					E
9.6.11.3	High Capacity, Dual Office					
9.6.11.3.1	Manual					E
9.6.11.3.2	Mechanized					E
9.6.11.4	High Capacity, Single Office					
9.6.11.4.1	Manual					E
9.6.11.4.2	Mechanized					E
9.6.12	Private Line / Special Access to UDIT Conversion					1
9.7	Unbundled Dark Fiber (UDF)					
9.7.1	Initial Records Inquiry (IRI)					
9.7.1.1	Simple					C
9.7.1.2	Complex					C
9.7.2	Field Verification and Quote Preparation (FVQP)					C
9.7.3	Engineering Verification					E
9.7.4	UDF - Single Strand					
9.7.4.1	UDF - Interoffice Facilities (UDF-IOF) Single Strand					
9.7.4.1.1	Order Charge, per First Strand / Route / Order					
9.7.4.1.1.1	Installation, Manual					C
9.7.4.1.1.2	Disconnection, Manual					C
9.7.4.1.1.3	Installation, Mechanized					C



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										Notes
	9.7.4.1.1.4	Disconnection, Mechanized				\$198.77				C
	9.7.4.1.2	Order Charge, Each Additional Strand / Route / Order								
	9.7.4.1.2.1	Installation, Manual				\$200.96				C
	9.7.4.1.2.2	Disconnection, Manual				\$80.74				C
	9.7.4.1.2.3	Installation, Mechanized				\$200.96				C
	9.7.4.1.2.4	Disconnection, Mechanized				\$80.74				C
	9.7.4.1.3	Fiber Transport, per Strand / Route / Mile	\$40.88							E
	9.7.4.1.4	Termination, per Strand	\$3.08							E
	9.7.4.1.5	Fiber Cross-Connect, per Strand	\$1.71							E
	9.7.4.1.5.1	Installation				\$11.63				C
	9.7.4.1.5.2	Disconnect				\$5.05				C
9.7.5	UDF - per Pair									
	9.7.5.1	UDF - Interoffice Facilities (UDF-IOF), per Pair								
	9.7.5.1.1	Order Charge, per First Pair / Route / Order								
	9.7.5.1.1.1	Installation, Manual				\$355.94				C
	9.7.5.1.1.2	Disconnection, Manual				\$215.40				C
	9.7.5.1.1.3	Installation, Mechanized				\$339.31				C
	9.7.5.1.1.4	Disconnection, Mechanized				\$198.77				C
	9.7.5.1.2	Order Charge, Each Additional Pair / Route / Order								
	9.7.5.1.2.1	Installation, Manual				\$200.96				C
	9.7.5.1.2.2	Disconnection, Manual				\$80.74				C
	9.7.5.1.2.3	Installation, Mechanized				\$200.96				C
	9.7.5.1.2.4	Disconnection, Mechanized				\$80.74				C
	9.7.5.1.3	Fiber Transport, per Pair / Mile	\$53.14							C
	9.7.5.1.4	Termination, per Pair / Office	\$6.16							C
	9.7.5.1.5	Fiber Cross-Connect, per Pair	\$3.42							C
	9.7.5.1.5.1	Installation				\$11.63				C
	9.7.5.1.5.2	Disconnection				\$5.05				C
9.7.6	Dark Fiber Splice					\$472.20				E
9.7.7	UDF MTE Subloop		ICB				ICB	3		3
9.8	Intentionally Left Blank									
9.9	Unbundled Customer Controlled Rearrangement Element (UCCRE)									
	9.9.1	DS1 Port	ICB				ICB	3		3
	9.9.2	DS3 Port	ICB				ICB	3		3
	9.9.3	Dial Up Access	ICB					3		
	9.9.4	Attendant Access	ICB					3		
	9.9.5	Virtual Ports					ICB	3		3
9.10	Intentionally Left Blank									
9.11	Intentionally Left Blank									
9.12	Intentionally Left Blank									
9.13	Intentionally Left Blank									
9.14	Intentionally Left Blank									
9.15	Intentionally Left Blank									
9.16	Intentionally Left Blank									
9.17	Intentionally Left Blank									
9.18	Intentionally Left Blank									
9.19	Construction Charges									
	9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop,								
	9.19.1.1	Records Quote Preparation Fee				\$358.88				1
	9.19.1.2	Construction Quote Preparation Fee				\$891.78				1
	9.19.2	Construction of Network Capacity, Facilities or Space for Access to or use of UNEs	ICB				ICB	3		3
	Miscellaneous Charges									
	9.20.1	Additional Engineering, per Half Hour or fraction thereof								
	9.20.1.1	Additional Engineering - Basic				\$31.46				E
	9.20.1.2	Additional Engineering - Overtime				\$38.91				E
	9.20.2	Additional Labor Installation, per Half Hour or fraction thereof								
	9.20.2.1	Additional Labor Installation - Overtime				\$8.94				E

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						Notes		
9.20.2.2	Additional Labor Installation - Premium				\$17.89			E
9.20.3	Additional Labor Other (Optional Testing), per Half Hour or fraction thereof							
9.20.3.1	Additional Labor Other (Optional Testing) - Basic				\$27.42			E
9.20.3.2	Additional Labor Other (Optional Testing) - Overtime				\$36.62			E
9.20.3.3	Additional Labor Other (Optional Testing) - Premium				\$45.84			E
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof							
9.20.4.1	Testing and Maintenance - Basic				\$29.13			E
9.20.4.2	Testing and Maintenance - Overtime				\$38.91			E
9.20.4.3	Testing and Maintenance - Premium				\$48.69			E
9.20.5	Maintenance of Service, per Half Hour or fraction thereof							
9.20.5.1	Maintenance of Service - Basic				\$27.42			E
9.20.5.2	Maintenance of Service - Overtime				\$36.62			E
9.20.5.3	Maintenance of Service - Premium				\$45.84			E
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof							
9.20.6.1	Additional Cooperative Acceptance Testing - Basic				\$29.13			E
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime				\$38.91			E
9.20.6.3	Additional Cooperative Acceptance Testing - Premium				\$48.69			E
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof							
9.20.7.1	Nonscheduled Cooperative Testing - Basic				\$29.13			E
9.20.7.2	Nonscheduled Cooperative Testing - Overtime				\$38.91			E
9.20.7.3	Nonscheduled Cooperative Testing - Premium				\$48.69			E
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof							
9.20.8.1	Nonscheduled Manual Testing - Basic				\$29.13			E
9.20.8.2	Nonscheduled Manual Testing - Overtime				\$38.91			E
9.20.8.3	Nonscheduled Manual Testing - Premium				\$48.69			E
9.20.9	Cooperative Scheduled Testing, per Month							
9.20.9.1	Cooperative Scheduled Testing - Loss				\$0.08			E
9.20.9.2	Cooperative Scheduled Testing - C-Message Noise				\$0.08			E
9.20.9.3	Cooperative Scheduled Testing - Balance				\$0.33			E
9.20.9.4	Cooperative Scheduled Testing - Gain Slope				\$0.08			E
9.20.9.5	Cooperative Scheduled Testing - C-Notched Noise				\$0.08			E
9.20.10	Manual Scheduled Testing, per Month							
9.20.10.1	Manual Scheduled Testing - Loss				\$0.16			E
9.20.10.2	Manual Scheduled Testing - C-Message Noise				\$0.16			E
9.20.10.3	Manual Scheduled Testing - Balance				\$0.66			E
9.20.10.4	Manual Scheduled Testing - Gain Slope				\$0.16			E
9.20.10.5	Manual Scheduled Testing - C-Notched Noise				\$0.16			E
9.20.11	Additional Dispatch							
9.20.11.1	Manual				\$46.59			E
9.20.11.2	Mechanized				\$43.39			E
9.20.12	Date Change							
9.20.12.1	Manual				\$9.59			E
9.20.12.2	Mechanized				\$6.40			E
9.20.13	Design Change							
9.20.13.1	Design Change (Transport)							
9.20.13.1.1	Manual				\$53.65			E
9.20.13.1.2	Mechanized				\$50.45			E
9.20.13.2	Design Change (Loop)				\$30.00			1
9.20.13.3	CFA Change - 2/4 Wire Loop cutovers				\$5.00			1
9.20.14	Expedite Charge, per Order				\$100.00			1
9.20.15	Cancellation Charge				ICB			E, 3
9.20.16	Trouble Isolation, per Half Hour							
9.20.16.1	During Business Hours				\$28.07			B
9.20.16.2	After Business Hours				\$37.55			B
9.20.17	Installation of Equipment, per Half Hour							
9.20.17.1	During Business Hours				\$32.00			B
9.20.17.2	After Business Hours				\$41.20			B
9.20.18	Repair of Equipment, per Half Hour							
9.20.18.1	During Business Hours				\$32.00			B

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				Notes			
9.20.18.2 After Business Hours					\$41.20		B
<b>9.21 Channel Regeneration</b>							
9.21.1	DS1		\$0.00	\$0.00	15	15	
9.21.2	DS3		\$0.00	\$0.00	15	15	
<b>9.22 Intentionally Left Blank</b>							
<b>9.23 UNE Combinations</b>							
9.23.1 Intentionally Left Blank							
9.23.2 Intentionally Left Blank							
9.23.3 Intentionally Left Blank							
9.23.4 Intentionally Left Blank							
9.23.5 Intentionally Left Blank							
9.23.6 Loop Mux Combo (LMC)							
9.23.6.1 Interconnection Tie Pairs (ITP), per Connection							
	9.23.6.1.1	DS1	\$1.29				B
	9.23.6.1.2	DS3	\$15.26				B
9.23.6.2 Loop Mux DS0 2-Wire Analog							
9.23.6.2.1 LMC 2-Wire Loop Installation							
9.23.6.2.1.1 First							
		9.23.6.2.1.1.1 Installation, Manual		\$126.75			F
		9.23.6.2.1.1.2 Disconnection, Manual		\$32.79			E
		9.23.6.2.1.1.3 Installation, Mechanized		\$107.93			E
		9.23.6.2.1.1.4 Disconnection, Mechanized		\$23.56			E
9.23.6.2.1.2 Each Additional							
		9.23.6.2.1.2.1 Installation, Manual		\$89.66			E
		9.23.6.2.1.2.2 Disconnection, Manual		\$14.61			E
		9.23.6.2.1.2.3 Installation, Mechanized		\$86.70			E
		9.23.6.2.1.2.4 Disconnection, Mechanized		\$13.06			E
9.23.6.2.2 2-Wire Analog Loop (uses rates from 9.2.1.1)							
	9.23.6.2.2.1	Zone 1	\$11.26				F
	9.23.6.2.2.2	Zone 2	\$13.63				F
	9.23.6.2.2.3	Zone 3	\$16.92				F
	9.23.6.2.2.4	Zone 4	\$28.23				F
	9.23.6.2.2.5	Zone 5	\$67.77				F
9.23.6.3 Loop Mux DS0 4-Wire Analog							
9.23.6.3.1 LMC 4-Wire Loop Installation							
9.23.6.3.1.1 First							
		9.23.6.3.1.1.1 Installation, Manual		\$126.75			E
		9.23.6.3.1.1.2 Disconnection, Manual		\$32.79			E
		9.23.6.3.1.1.3 Installation, Mechanized		\$107.93			E
		9.23.6.3.1.1.4 Disconnection, Mechanized		\$23.56			E
9.23.6.3.1.2 Each Additional							
		9.23.6.3.1.2.1 Installation, Manual		\$89.66			E
		9.23.6.3.1.2.2 Disconnection, Manual		\$14.61			E
		9.23.6.3.1.2.3 Installation, Mechanized		\$86.70			E
		9.23.6.3.1.2.4 Disconnection, Mechanized		\$13.06			E
9.23.6.3.2 4-Wire Analog Loop (uses rates from 9.2.1.3)							
	9.23.6.3.2.1	Zone 1	\$21.38				F
	9.23.6.3.2.2	Zone 2	\$26.29				F
	9.23.6.3.2.3	Zone 3	\$32.69				F
	9.23.6.3.2.4	Zone 4	\$54.66				F
	9.23.6.3.2.5	Zone 5	\$131.66				F
9.23.6.4 Loop Mux, DS1							
9.23.6.4.1 LMC DS1 Loop Installation							
9.23.6.4.1.1 First							
		9.23.6.4.1.1.1 Installation, Manual		\$172.99			E
		9.23.6.4.1.1.2 Disconnection, Manual		\$31.84			E

**Exhibit A  
Compliance Filing**

			Notes		
9.23.6.4.1.1.3	Installation, Mechanized	\$154.17			E
9.23.6.4.1.1.4	Disconnection, Mechanized	\$22.61			E
9.23.6.4.1.2	Each Additional				
9.23.6.4.1.2.1	Installation, Manual	\$135.90			E
9.23.6.4.1.2.2	Disconnection, Manual	\$13.66			E
9.23.6.4.1.2.3	Installation, Mechanized	\$132.94			E
9.23.6.4.1.2.4	Disconnection, Mechanized	\$12.11			E
9.23.6.4.2	DS1 Capable Loop (uses rates from 9.2.3.3)				
9.23.6.4.2.1	Zone 1	\$68.86		#	
9.23.6.4.2.2	Zone 2	\$69.41		#	
9.23.6.4.2.3	Zone 3	\$69.08		#	
9.23.6.4.2.4	Zone 4	\$68.96		#	
9.23.6.4.2.5	Zone 5	\$74.33		#	
9.23.6.5	Private Line / Special Access to LMC Conversion		\$26.94		1
9.23.6.6	Loop Mux Combo (LMC)				
9.23.6.6.1	Loop MUX DS1 to DS0	\$175.23		A	
9.23.6.6.1.1	Installation, Manual	\$103.97			E
9.23.6.6.1.2	Disconnection Manual	\$31.84			E
9.23.6.6.1.3	Installation, Mechanized	\$85.15			E
9.23.6.6.1.4	Disconnection, Mechanized	\$22.61			E
9.23.6.6.2	Loop MUX DS3 to DS1	\$170.08		A	
9.23.6.6.2.1	Installation, Manual	\$103.97			E
9.23.6.6.2.2	Disconnection Manual	\$31.84			E
9.23.6.6.2.3	Installation, Mechanized	\$85.15			E
9.23.6.6.2.4	Disconnection, Mechanized	\$22.61			E
9.23.6.7	DS0 Channel Performance (uses rate from 9.6.7.1)				
9.23.6.7.1	Intentionally Left Blank				
9.23.6.7.2	DS1 / DS0 Low Side Channelization	\$6.41		C	
9.23.6.8	LMC Rearrangement				
9.23.6.8.1	DS0		\$82.88		1
9.23.6.8.2	High Capacity		\$110.02		1
9.23.7	Enhanced Extended Loop (EEL) Link				
9.23.7.1	EEL Loop, DS0 2-Wire				
9.23.7.1.1	EEL 2-Wire Loop Installation				
9.23.7.1.1.1	First				
9.23.7.1.1.1.1	Installation, Manual	\$226.09			C
9.23.7.1.1.1.2	Disconnection, Manual	\$73.38			C
9.23.7.1.1.1.3	Installation, Mechanized	\$213.16			C
9.23.7.1.1.1.4	Disconnection, Mechanized	\$60.45			C
9.23.7.1.1.2	Each Additional				
9.23.7.1.1.2.1	Installation, Manual	\$156.43			C
9.23.7.1.1.2.2	Disconnection, Manual	\$46.29			C
9.23.7.1.1.2.3	Installation, Mechanized	\$156.43			C
9.23.7.1.1.2.4	Disconnection, Mechanized	\$46.29			C
9.23.7.1.2	2-Wire Analog Loop (uses rates from 9.2.1.1)				
9.23.7.1.2.1	Zone 1	\$11.26		F	
9.23.7.1.2.2	Zone 2	\$13.63		F	
9.23.7.1.2.3	Zone 3	\$16.92		F	
9.23.7.1.2.4	Zone 4	\$28.23		F	
9.23.7.1.2.5	Zone 5	\$67.77		F	
9.23.7.2	EEL Loop, DS0 4-Wire				
9.23.7.2.1	EEL 4-Wire Loop Installation				
9.23.7.2.1.1	First				
9.23.7.2.1.1.1	Installation, Manual	\$226.09			C
9.23.7.2.1.1.2	Disconnection, Manual	\$73.38			C
9.23.7.2.1.1.3	Installation, Mechanized	\$213.16			C
9.23.7.2.1.1.4	Disconnection, Mechanized	\$60.45			C
9.23.7.2.1.2	Each Additional				
9.23.7.2.1.2.1	Installation, Manual	\$156.43			C
9.23.7.2.1.2.2	Disconnection, Manual	\$46.29			C
9.23.7.2.1.2.3	Installation, Mechanized	\$156.43			C
9.23.7.2.1.2.4	Disconnection, Mechanized	\$46.29			C
9.23.7.2.2	4-Wire Analog Loop (uses rates from 9.2.1.3)				
9.23.7.2.2.1	Zone 1	\$21.38		F	

**Exhibit A  
Compliance Filing**

				Recurring	Fixed	Per Mile	Notes
9.23.7.2.2.2	Zone 2			\$26.29			F
9.23.7.2.2.3	Zone 3			\$32.69			F
9.23.7.2.2.4	Zone 4			\$54.66			F
9.23.7.2.2.5	Zone 5			\$131.66			F
9.23.7.3	EEL Loop, DS1						
9.23.7.3.1	EEL DS1 Loop Installation						
9.23.7.3.1.1	First						
9.23.7.3.1.1.1	Installation, Manual					\$279.35	C
9.23.7.3.1.1.2	Disconnection, Manual					\$71.93	C
9.23.7.3.1.1.3	Installation, Mechanized					\$266.42	C
9.23.7.3.1.1.4	Disconnection, Mechanized					\$58.99	C
9.23.7.3.1.2	Each Additional						
9.23.7.3.1.2.1	Installation, Manual					\$204.74	C
9.23.7.3.1.2.2	Disconnection, Manual					\$30.68	C
9.23.7.3.1.2.3	Installation, Mechanized					\$204.74	C
9.23.7.3.1.2.4	Disconnection, Mechanized					\$30.68	C
9.23.7.3.2	DS1 Capable Loop (uses rates from 9.2.3.3)						
9.23.6.3.2.1	Zone 1			\$68.86			#
9.23.6.3.2.2	Zone 2			\$69.41			#
9.23.6.3.2.3	Zone 3			\$69.08			#
9.23.6.3.2.4	Zone 4			\$68.96			#
9.23.6.3.2.5	Zone 5			\$74.33			#
9.23.7.4	EEL Loop, DS3						
9.23.7.4.1	EEL DS3 Loop Installation						
9.23.7.4.1.1	First						
9.23.7.4.1.1.1	Installation, Manual					\$298.16	C
9.23.7.4.1.1.2	Disconnection, Manual					\$74.96	C
9.23.7.4.1.1.3	Installation, Mechanized					\$285.22	C
9.23.7.4.1.1.4	Disconnection, Mechanized					\$62.03	C
9.23.7.4.1.2	Each Additional						
9.23.7.4.1.2.1	Installation, Manual					\$223.54	C
9.23.7.4.1.2.2	Disconnection, Manual					\$33.71	C
9.23.7.4.1.2.3	Installation, Mechanized					\$223.54	C
9.23.7.4.1.2.4	Disconnection, Mechanized					\$33.71	C
9.23.7.4.2	DS3 Capable Loop (uses rates from 9.2.3.4)						
9.23.7.4.2.1	Zone 1			\$745.93			#
9.23.7.4.2.2	Zone 2			\$758.45			#
9.23.7.4.2.3	Zone 3			\$750.87			#
9.23.7.4.2.4	Zone 4			\$748.20			#
9.23.7.4.2.5	Zone 5			\$870.32			#
9.23.7.5	Intentionally Left Blank						
9.23.7.6	Private Line / Special Access to EEL Conversion					\$26.94	1
9.23.7.7	EEL Rearrangement						
9.23.7.7.1	DS0					\$82.88	1
9.23.7.7.2	High Capacity					\$110.02	1
9.23.7.8	EEL Transport						
9.23.7.8.1	DS0 (Recurring Fixed & per Mile) (uses rates from 9.6.1)						++++
9.23.7.8.1.1	Over 0 to 8 Miles			\$16.59	\$0.10		A A
9.23.7.8.1.2	Over 8 to 25 Miles			\$16.59	\$0.07		A A
9.23.7.8.1.3	Over 25 to 50 Miles			\$16.58	\$0.07		A A
9.23.7.8.1.4	Over 50 Miles			\$16.59	\$0.14		A A
9.23.7.8.2	DS1 (Recurring Fixed & per Mile) (uses rates from 9.6.2)						++++
9.23.7.8.2.1	Over 0 to 8 Miles			\$33.12	\$0.51		A A
9.23.7.8.2.2	Over 8 to 25 Miles			\$33.12	\$0.65		A A
9.23.7.8.2.3	Over 25 to 50 Miles			\$33.13	\$2.30		A A
9.23.7.8.2.4	Over 50 Miles			\$33.13	\$2.70		A A
9.23.7.8.3	DS3 (Recurring Fixed & per Mile) (uses rates from 9.6.3)						++++
9.23.7.8.3.1	Over 0 to 8 Miles			\$224.72	\$10.60		A A
9.23.7.8.3.2	Over 8 to 25 Miles			\$225.41	\$11.55		A A
9.23.7.8.3.3	Over 25 to 50 Miles			\$231.08	\$30.34		A A
9.23.7.8.3.4	Over 50 Miles			\$233.13	\$34.70		A A
9.23.7.9	Intentionally Left Blank						

**Exhibit A  
Compliance Filing**

		Revenue	Operating Expenses	Net Revenue	Notes		
<b>9.23.7.10 EEL Multiplexing</b>							
9.23.7.10.1	DS1 to DS0	\$175.23			A		
9.23.7.10.1.1	Installation, Manual			\$202.05			C
9.23.7.10.1.2	Disconnection, Manual			\$74.96			C
9.23.7.10.1.3	Installation, Mechanized			\$189.11			C
9.23.7.10.1.4	Disconnection, Mechanized			\$62.03			C
9.23.7.10.2	DS3 to DS1	\$170.08			A		
9.23.7.10.2.1	Installation, Manual			\$202.05			C
9.23.7.10.2.2	Disconnection, Manual			\$74.96			C
9.23.7.10.2.3	Installation, Mechanized			\$189.11			C
9.23.7.10.2.4	Disconnection, Mechanized			\$62.03			C
<b>9.23.7.11 EEL DS0 Channel Performance (uses rates from 9.6.7)</b>							
9.23.7.11.1	DS0 Low Side Channelization	\$11.23			C		
9.23.7.11.2	DS1 / DS0 Low Side Channelization	\$6.41			C		
<b>9.23.7.12 Concentration Capability</b>		ICB		ICB	3		3
<b>10.0 Ancillary Services</b>							
<b>10.1 Local Number Portability</b>							
10.1.1	LNP Queries	See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20	4		4
<b>10.1.2 LNP Managed Cuts</b>							
10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.38			1
10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.43			1
10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.49			1
<b>10.2 911 / E911</b>							
10.2.1	911 / E911	No Charge		No Charge			
<b>10.3 White Pages Directory Listings, Facility Based Providers</b>							
10.3.1	Primary Listing	No Charge		No Charge			
10.3.2	Premium / Privacy Listings	General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
<b>10.4 Directory Assistance, Facility Based Providers</b>							
10.4.1	Local Directory Assistance, per Call	\$0.35			A		
10.4.2	National Directory Assistance, per Call	\$0.36			2		
10.4.3	Call Branding, Set-Up and Recording			\$10,500.00			2
10.4.4	Loading Brand, per Switch			\$175.00			2
10.4.5	Call Completion Link, per Call	\$0.09			2		
<b>10.5 Directory Assistance List Information</b>							
10.5.1	Initial Database Load, per Listing	\$0.0073			E		
10.5.2	Reload of Database, per Listing	\$0.0073			E		
10.5.3	Daily Updates, per Listing	\$0.0171			E		
10.5.4	One-time Set-Up Fee, per Hour			\$67.43			2
10.5.5	Media Charges for File Delivery						
10.5.5.1	Electronic Transmission (provided by the Company), per Listing	\$0.002			E		
<b>10.6 Toll and Assistance Operator Services, Facility Based Providers</b>							
<b>10.6.1 Option A - per Message</b>							
10.6.1.1	Operator Handled Calling Card	\$0.45			A		
10.6.1.2	Machine Handled Calling Card	\$0.16			A		
10.6.1.3	Station Call	\$0.86			A		
10.6.1.4	Person Call	\$2.00			A		
10.6.1.5	Connect to Directory Assistance	\$0.42			A		
10.6.1.6	Busy Line Verify, per Call	\$0.73			A		
10.6.1.7	Busy Line Interrupt	\$0.87			A		
10.6.1.8	Operator Assistance, per Call	\$0.35			A		

**Exhibit A  
Compliance Filing**

				Notes	
<b>10.6.2</b>	<b>Option B - per Operator Work Second and Computer Handled Calls</b>				
10.6.2.1	Operator Handled, per Operator Work Second	\$0.01			A
10.6.2.2	Machine Handled, per Call	\$0.12			A
10.6.2.3	Automated Coin Telephone Service	\$0.04			A
10.6.2.4	Call Branding, Set-Up & Recording			\$10,500.00	2
10.6.2.5	Loading Brand, per Switch			\$175.00	2
<b>10.7</b>	<b>Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>				
10.7.1	Pole Inquiry Fee, per Mile			\$322.64	C
10.7.2	Innerduct Inquiry Fee, per Mile			\$387.83	C
10.7.3	ROW Inquiry Fee, per Inquiry			\$334.65	E
10.7.4	ROW Document Preparation Fee			\$99.24	E
10.7.5	Field Verification Fee, per Pole			\$35.83	C
10.7.6	Field Verification Fee, per Manhole			\$143.33	C
10.7.7	Planner Verification, per Manhole			\$11.07	E
10.7.8	Manhole Verification Inspector, per Manhole			\$74.43	E
10.7.9	Manhole Make-Ready Inspector, per Manhole			\$198.48	E
10.7.10	Transfer of Responsibility			\$60.08	1
10.7.11	Pole Attachment Fee, per Foot, per Year				
10.7.11.1	Urban	\$2.71			4
10.7.11.2	Non-Urban	\$4.08			4
10.7.12	Innerduct Occupancy Fee, per Foot, per Year	\$0.3700			4
10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.2906			1
10.7.13	Access Agreement Consideration			\$10.00	1
10.7.14	Make Ready			ICB	3
<b>12.0</b>	<b>Operational Support Systems</b>				
12.1	Development and Enhancements				
12.1.1	Per Local Service Request			\$3.27	B
12.2	Ongoing Maintenance				
12.2.1	Per Local Service Request			\$3.76	B
12.3	Daily Usage Record File, per Record	\$0.000464			1
<b>17.0</b>	<b>Bona Fide Request Process</b>				
17.1	Processing Fee			\$1,667.18	E
<b>NOTES:</b>					
Unless otherwise indicated, all rates are pursuant to Washington Utilities and Transportation Commission Dockets:					
A: Generic Cost Docket, UT-960369					
B: Docket UT-003013, Part A					
C: Docket UT-003013, Part B					
D: Docket UT-003013, Part C					
E: Docket UT-003013, Part D					
F: Docket UT-023003					
# Denotes voluntary rate reduction. These rates are not subject to true up and will be applied on a going forward basis. Deaveraged loop and subloop (distribution and					
+ Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.					
++ Negotiated rate until Commission approves a rate.					
+++ Negotiated rate for the term of the ICA.					
++++ The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.					
[1] Rates not approved in cost docket.					
[2] Market based rates not addressed in the Cost Docket.					
[3] Individual Case Basis					
[4] Rate per FCC guidelines.					
[5] Qwest has agreed to a bill and keep arrangement for EICT, pursuant to 271 workshops.					
[6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.					
[7] Intentionally Left Blank					
[8] Intentionally Left Blank					
[9] Intentionally Left Blank					
[10] Intentionally Left Blank					
[11] Intentionally Left Blank					
[12] Intentionally Left Blank					
[13] The preliminary engineering and planning costs are included in the virtual, caged and cageless space construction charges. These engineering and planning charges are also included in the virtual, caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job.					

**Exhibit A  
Compliance Filing**

							Notes
<p>[14] Qwest can't currently bill the existing rate structure. Customers will be billed the lowest Bridge Tap Removal rate for either Cable Unloading or Bridge Tap Removal.</p>							
<p>[15] Effective 8/1/03 Qwest will no longer charge for Channel Regeneration for both recurring and nonrecurring charges. Contract amendments to remove the charge is not required. Qwest reserves the right to revert back to the contractual rate only after appropriate notice is given. Future regulatory ruling and/or events may be subject to the conditions described under "Change in Law Provisions" of the SGAT (Section 2.2) or the applicable interconnection agreement.</p>							









**Service Performance Indicator Definitions (PID)**

**14-State 271 PID Version 8.1**

## **QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)**

### **14-State 271 PID Version 8.1**

#### **Introduction**

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

# Qwest's Service Performance Indicator Definitions

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## Electronic Gateway Availability

### GA-1 – Gateway Availability – IMA-GUI

<p><b>Purpose:</b> Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.</p>	
<p><b>Description:</b> GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.</p> <ul style="list-style-type: none"> <li>• Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul> <p>GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI.</p> <ul style="list-style-type: none"> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate results</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system</p>
<p><b>Formula:</b>  <math display="block">\left( \frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]}{1} \right) \times 100</math> </p>	
<p><b>Exclusions:</b> None</p>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> 99.25 percent</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

## GA-2 – Gateway Availability – IMA-EDI

<b>Purpose:</b>	
Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b>	
Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> <li>• Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level. (See GA-1D for reporting of SIA system availability.)
<b>Formula:</b> ([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] ) x 100	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>



### GA-3 – Gateway Availability – EB-TA

<b>Purpose:</b> Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $([Number\ of\ Hours\ and\ Minutes\ Gateway\ is\ Available\ to\ CLECs\ During\ Reporting\ Period] \div [Number\ of\ Hours\ and\ Minutes\ of\ Scheduled\ Availability\ During\ Reporting\ Period]) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

**GA-4 – System Availability – EXACT**

<p><b>Purpose:</b> Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.</p>	
<p><b>Description:</b> Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available.</p> <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate results</p>	<p><b>Disaggregation Reporting:</b> Region-wide level.</p>
<p><b>Formula:</b>  <math display="block">\frac{([\text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]) \times 100}{}</math> </p>	
<p><b>Exclusions:</b> None</p>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> 99.25 percent</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p>

**GA-6 – Gateway Availability – GUI – Repair**

<b>Purpose:</b> Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured. <ul style="list-style-type: none"> <li>• Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> [Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

## GA-7 – Timely Outage Resolution following Software Releases

<b>Purpose:</b> Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.	
<b>Description:</b> <ul style="list-style-type: none"> <li>Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved <sup>NOTE 1</sup> within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.</li> <li>Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, &amp; Tracking (EXACT) <sup>NOTE 2</sup>, Electronic Bonding– Trouble Administration (EB -TA) <sup>NOTE 3</sup></li> <li>An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest’s ability to serve its customers or data loss <sup>NOTE 4</sup> on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> <li>The outage resolution time interval considered in this measurement starts at the time Qwest’s monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.</li> </ul>	
<b>Reporting Period:</b> Monthly	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC Aggregate	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\left[ \frac{\text{[(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage)]}}{\text{[(Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)]}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Outages in releases prior to any CLEC migrating to the release.</li> <li>Duplicate reports attributable to the same software defect.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standards:</b> Volume = 1-20: 1 miss Volume > 20: 95%
<b>Availability:</b>  Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>“Resolved” means that service is restored to the reporting CLEC, as experienced by the CLEC.</li> <li>EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>Outages reported under EB-TA are the same as outages in MEDIACC.</li> <li>For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).</li> </ol>

## Pre-Order/Order

### PO-1 – Pre-Order/Order Response Times

<p><b>Purpose:</b> Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.</p>	
<p><b>Description:</b> PO-1A &amp; PO-1B: Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.</p> <ul style="list-style-type: none"> <li>• Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.</li> <li>• The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.</li> <li>• A query is an individual request for the specified type of information.</li> </ul> <p>PO-1C: • Measures the percentage of all IRTM Queries measured by PO-1A &amp; 1B transmitted in the reporting period that timeout before receiving a response.</p> <p>PO-1D: • Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. <small>NOTE 1</small></p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> PO-1A, PO-1B, &amp; PO-1D: Seconds PO-1C: Percent</p>

**PO-1 – Pre-Order/Order Response Times (continued)**

<p><b>Reporting Comparisons:</b> CLEC aggregate.</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results are reported as follows:          PO-1A Pre-Order/Order Response Time for IMA-GUI          PO-1B Pre-Order/Order Response Time for IMA-EDI          Results are reported separately for each of the following transaction types: <sup>NOTE 2</sup>          1. Appointment Scheduling (Due Date Reservation, where appointment is required)          2. Service Availability Information          3. Facility Availability          4. Street Address Validation          5. Customer Service Records          6. Telephone Number          7. Loop Qualification Tools <sup>NOTE 3</sup>          8. Resale of Qwest DSL Qualification          9. Connecting Facility Assignment <sup>NOTE 4</sup>          10. Meet Point Inquiry <sup>NOTE 5</sup></p> <p>For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported.</p> <p>For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number.</p> <p>PO-1C Results for PO-1C will be reported according to the gateway interface used:          1. Percent of Preorder Transactions that Timeout IMA-GUI          2. Percent of Preorder Transactions that Timeout IMA-EDI</p> <p>PO-1D Results for PO-1D will be reported according to the gateway interface used:          1. Rejected Response Times for IMA-GUI          2. Rejected Response Times for IMA-EDI</p>
<p><b>Formula:</b></p> <p>PO-1A &amp; PO-1B = <math>\Sigma[(\text{Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})] \div (\text{Number of Queries Submitted in Reporting Period})</math></p> <p>PO-1C = <math>[(\text{Number of IRTM Queries measured by PO-1A \&amp; 1B that Timeout before receiving response}) \div (\text{Number of IRTM Queries Transmitted in Reporting Period})] \times 100</math></p> <p>PO-1D = <math>\Sigma[(\text{Rejected Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})] \div (\text{Number of Rejected Query Transactions Simulated by IRTM})</math></p>	
<p><b>Exclusions:</b></p> <p>PO-1A &amp; PO-1B:</p> <ul style="list-style-type: none"> <li>• Rejected requests/errors, and timed out transactions</li> </ul> <p>PO-1C:</p> <ul style="list-style-type: none"> <li>• Rejected requests and errors</li> </ul> <p>PO-1D:</p> <ul style="list-style-type: none"> <li>• Timed out transactions</li> </ul>	

**PO-1 – Pre-Order/Order Response Times (continued)**

Product Reporting: None	Standards: Total Response Time:	IMA-GUI	IMA-EDI
	<ol style="list-style-type: none"> <li>1. Appointment Scheduling</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools <sup>NOTE</sup><sub>3</sub></li> <li>8. Resale of Qwest DSL Qualification</li> <li>9. Connecting Facility Assignment</li> <li>10. Meet Point Inquiry</li> </ol>	<p>&lt;10 seconds &lt;25 seconds &lt;25 seconds<sup>6</sup> &lt;10 seconds &lt;12.5 seconds<sup>6</sup> &lt;10 seconds ≤ 20 seconds<sup>7</sup> ≤ 20 seconds<sup>7</sup> ≤ 25 seconds ≤ 30 seconds</p>	<p>&lt;10 seconds &lt;25 seconds &lt;25 seconds<sup>6</sup> &lt;10 seconds &lt;12.5 seconds<sup>6</sup> &lt;10 seconds ≤ 20 seconds ≤ 20 seconds ≤ 25 seconds ≤ 30 seconds</p>
	PO-1C-1	0.5%	
	PO-1C-2	0.5%	
	PO-1D-1 & 2	Diagnostic	
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes.</li> <li>2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable.</li> <li>3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool.</li> <li>4. Results based on Connecting Facility Assignment by Unit Query.</li> <li>5. Results based on meet Point Query, POTS Splitter option for Shared loops.</li> <li>6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts&gt;25 lines.</li> <li>7. Benchmark applies to response time only. Request time and Total time will also be reported.</li> </ol>		

**PO-2 – Electronic Flow-through**

<p><b>Purpose:</b> Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.</p>	
<p><b>Description:</b> PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.  <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> PO-2B – Measures the percentage of all flow-through-eligible LSRs <sup>NOTE 1</sup> that flow from the specified electronic gateway interface to the SOP without any human intervention.  <ul style="list-style-type: none"> <li>Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> </p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR:  1 LSRs received via IMA-GUI  2 LSRs received via IMA-EDI   *CO also reports an aggregate of IMA-GUI and IMA-EDI results.</p>
<p><b>Formula:</b>  PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100   PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.</li> <li>Non-electronic LSRs (e.g., via fax or courier).</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>	



**PO-2 – Electronic Flow-through (continued)**

<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>• Resale</li> <li>• Unbundled Loops (with or without Local Number Portability)</li> <li>• Local Number Portability</li> <li>• UNE-P (POTS) and UNE-P (Centrex 21)</li> <li>• Line Sharing</li> </ul>	<p><b>Standards:</b></p> <p><b>PO-2A:</b>  <b>CO:</b> CO PO-2B benchmarks minus 10 percent <sup>NOTE 2</sup>  <b>All Other States:</b> Diagnostic</p> <p><b>PO-2B:</b> <sup>NOTE 2</sup></p> <table border="1" data-bbox="654 443 1339 600"> <tr> <td>Resale:</td> <td>95%</td> </tr> <tr> <td>Unbundled Loops:</td> <td>85%</td> </tr> <tr> <td>LNP:</td> <td>95%</td> </tr> <tr> <td>UNE-P (POTS &amp; Centrex 21):</td> <td>95%</td> </tr> <tr> <td>Line Sharing:</td> <td>Diagnostic <sup>NOTE 3</sup></td> </tr> </table>	Resale:	95%	Unbundled Loops:	85%	LNP:	95%	UNE-P (POTS & Centrex 21):	95%	Line Sharing:	Diagnostic <sup>NOTE 3</sup>
Resale:	95%										
Unbundled Loops:	85%										
LNP:	95%										
UNE-P (POTS & Centrex 21):	95%										
Line Sharing:	Diagnostic <sup>NOTE 3</sup>										
<p><b>Availability:</b>          Available (except as follows):</p> <p>Combined reporting of UNE-P (POTS) and UNE-P (Centrex 21) – beginning with Jul 04 data on the Aug 04 report.</p> <p>Line Sharing – beginning with Jul 04 data on the Aug 04 report</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.</li> <li>2. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result).</li> <li>3. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.</li> </ol>										

### PO-3 – LSR Rejection Notice Interval

<b>Purpose:</b> Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.	
<b>Description:</b> Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.</li> <li>• Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.</li> <li>• With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins. PO-3A-2 & PO-3B-2 – Mins: Secs.
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR: <ul style="list-style-type: none"> <li>• PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide</li> <li>• PO-3A -2, LSRs received via IMA-GUI and auto-rejected: Region wide</li> <li>• PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide</li> <li>• PO-3B -2, LSRs received via IMA-EDI and auto-rejected: Region wide</li> <li>• PO-3C, LSRs received via facsimile: Statewide</li> </ul>
<b>Formula:</b> $\Sigma [(Date\ and\ time\ of\ Rejection\ Notice\ transmittal) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> Not applicable (reported by ordering interface).	<b>Standards:</b> <ul style="list-style-type: none"> <li>• PO-3A-1 and -3B-1: ≤ 12 business hours</li> <li>• PO-3A -2 and -3B -2: ≤ 18 seconds</li> <li>• PO-3C: ≤ 24 work week clock hours</li> </ul>
<b>Availability:</b> Available	<b>Notes:</b>

## PO-4 – LSRs Rejected

<p><b>Purpose:</b> Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.</p>	
<p><b>Description:</b> Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent of LSRs</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR:</p> <ul style="list-style-type: none"> <li>PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide</li> <li>PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide</li> <li>PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide</li> <li>PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide</li> <li>PO-4C LSRs received via facsimile – Statewide</li> </ul>
<p><b>Formula:</b> [(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<p><b>Product Reporting:</b> Not applicable (reported by ordering interface).</p>	<p><b>Standard:</b> Diagnostic</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

**PO-5 – Firm Order Confirmations (FOCs) On Time**

<p><b>Purpose:</b> Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>	
<p><b>Description:</b> Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)</li> <li>• For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest’s response with a FOC notification (notification date and time).</li> <li>• For PO-5B, 5C, and 5D, the interval measured is the period between the <u>application date and time</u>, as defined herein, and Qwest’s response with a FOC notification (notification date and time).</li> <li>• “Fully electronic” LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. <sup>NOTE 2</sup></li> <li>• “Electronic/manual” LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing.</li> <li>• “Manual” LSRs are received manually (via facsimile) and processed manually.</li> <li>• ASRs are measured only in <u>business days</u>.</li> <li>• LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows:</p> <ul style="list-style-type: none"> <li>• PO-5A:* FOCs provided for <u>fully electronic</u> LSRs received via: <ul style="list-style-type: none"> <li>– PO-5A-1 IMA-GUI</li> <li>– PO-5A-2 IMA-EDI</li> </ul> </li> <li>• PO-5B:*FOCs provided for <u>electronic/manual</u> LSRs received via: <ul style="list-style-type: none"> <li>– PO-5B-1 IMA-GUI</li> <li>– PO-5B-2 IMA-EDI</li> </ul> </li> <li>• PO-5C:*FOCs provided for <u>manual</u> LSRs received via Facsimile.</li> <li>• PO-5D: FOCs provided for ASRs requesting LIS Trunks.</li> </ul> <p>* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:</p> <ul style="list-style-type: none"> <li>– (a) FOCs provided for Resale services and UNE-P</li> <li>– (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements</li> <li>– (c) FOCs provided for LNP</li> </ul>
<p><b>Formula:</b> PO-5A = {[Count of LSRs for which the original FOC’s “(FOC Notification Date &amp; Time) - (LSR received date/time (based on scheduled up time))” is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100</p> <p>PO-5B, 5C, &amp; 5D = {[Count of LSRs/ASRs for which the original FOC’s “(FOC Notification Date &amp; Time) - (Application Date &amp; Time)” is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100</p>	

**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

- Exclusions:**
- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be projects.
  - Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
  - LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
  - Records with invalid product codes.
  - Records missing data essential to the calculation of the measurement per the PID.
  - Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
  - Invalid start/stop dates/times.
- Additional PO-5D exclusion:
- Records with invalid application or confirmation dates.

Product Reporting:	Standards:	
<ul style="list-style-type: none"> <li>• For PO-5A, -5B and -5C: (a) Resale services UNE-P (POTS) and UNE-P Centrex (b) Unbundled Loops and specified Unbundled Network Elements. (c) LNP</li> <li>• For PO-5D: LIS Trunks.</li> </ul>	<ul style="list-style-type: none"> <li>• For PO-5A (all):</li> </ul>	95% within 20 minutes <sup>NOTE 2</sup>
	<ul style="list-style-type: none"> <li>• For PO-5B (all):</li> </ul>	90% within standard FOC intervals (specified below)
	<ul style="list-style-type: none"> <li>• For PO-5C (manual):</li> </ul>	90% within standard FOC intervals specified below PLUS 24 hours <sup>NOTE 3</sup>
	<ul style="list-style-type: none"> <li>• For PO-5D (LIS Trunks):</li> </ul>	85% within eight business days
	<b>Standard FOC Intervals for PO-5B and PO-5C</b>	
	Product Group <sup>NOTE 1</sup>	FOC Interval
	<b>Resale</b>	
	Residence and Business POTS	1-39 lines
	ISDN-Basic	1-10 lines
	– Conversion As Is	
	– Adding/Changing features	
	– Add primary directory listing to established loop	
	– Add call appearance	
	Centrex Non-Design	1-19 lines
	with no Common Block Configuration	
	Centrex line feature changes/adds/removals (all)	
	<b>LNP</b>	1-24 lines
	<b>Unbundled Loops</b>	1-24 loops
	2/4 Wire analog	
	DS3 Capable	
	<b>Sub-loop</b>	1-24 sub-loops
	[included in Product Reporting group (b)]	
	<b>Line Sharing/Line Splitting/Loop Splitting</b>	1-24 shared loops
	[included in Product Reporting group (b)]	
	<b>Unbundled Network Element-Platform (UNE-P POTS)</b>	1 – 39 lines

**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

	<p><b>Resale</b>                  ISDN-Basic 1-10 lines                  – Conversion As Specified                  – New Installs                  – Address Changes                  – Change to add Loop                  ISDN-PRI (Facility) 1-3                  PBX 1-24 trunks                  DS0 or Voice Grade Equivalent 1-24                  DS1 Facility 1-24                  DS3 Facility 1-3</p> <p><b>LNP</b> 25-49 lines</p> <p><b>Enhanced Extended Loops (EELs)</b>                  [included in Product Reporting group (b)]  <b>DS1</b> 1-24 circuits</p> <p><b>Resale</b>                  Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines                  – With Common Block Configuration required                  – Initial establishment of Centrex CMS services                  – Tie lines or NARs activity                  – Subsequent to initial Common Block                  – Station lines                  – Automatic Route Selection                  – Uniform Call Distribution                  – Additional numbers</p> <p><b>UNE-P Centrex</b> 1-10 lines  <b>UNE-P Centrex 21</b> 1-10 lines</p> <p><b>Unbundled Loops with Facility Check</b><sup>(NOTE 2, 3)</sup> 1 – 24 loops                  2/4 wire Non-loaded                  ADSL compatible                  ISDN capable                  XDSL-I capable                  DS1 capable</p> <p><b>Resale</b>                  ISDN-PRI (Trunks) 1-12 trunks</p> <p><b>For PO-5D:</b>                  LIS Trunks 1-240 trunk circuits</p>	<p><b>48 hours</b></p> <p><b>72 hours</b></p> <p><b>96 hours</b></p> <p><b>8 business days</b></p>
<p><b>Availability:</b>                  Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>LSRs with quantities above the highest number specified for each product type are considered ICB.</li> <li>Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually.</li> <li>Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.</li> </ol>	

## PO-6 – Work Completion Notification Timeliness

<b>Purpose:</b> To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.	
<b>Description:</b> PO-6A & 6B: <ul style="list-style-type: none"> <li>• Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.</li> <li>• The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.</li> <li>• The end time is when the electronic order completion notice is made available (IMA-GUI)<sup>NOTE 1</sup> or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.</li> <li>• With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-6A - 6B: Hrs:Mins
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results.	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"> <li>• PO-6A Notices transmitted via IMA-GUI</li> <li>• PO-6B Notices transmitted via IMA-EDI</li> </ul>
<b>Formula:</b> <u>For completion notifications generated from LSRs received via IMA-GUI:</u> $PO-6A = \frac{\sum(\text{Date and Time Completion Notification made available to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor})}{(\text{Number of completion notifications made available in reporting period})}$ <u>For completion notifications generated from LSRs received via IMA-EDI:</u> $PO-6B = \frac{\sum(\text{Date and Time Completion Notification transmitted to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.})}{(\text{Number of completion notifications transmitted in reporting period})}$	
<b>Exclusions:</b> PO – 6A & 6B: <ul style="list-style-type: none"> <li>• Records with invalid completion dates.</li> <li>• LSRs submitted manually (e.g., via facsimile).</li> <li>• ASRs submitted via EXACT.</li> </ul>	
<b>Product Reporting:</b> PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	<b>Standard:</b> 6 hours
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The time a notice is “made available” via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function.</li> </ol>

## PO-7 – Billing Completion Notification Timeliness

<p><b>Purpose:</b> To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five <u>business days</u>.</p>	
<p><b>Description:</b> <u>PO-7A &amp; 7B:</u></p> <ul style="list-style-type: none"> <li>This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.</li> <li>Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC. <ul style="list-style-type: none"> <li>The time a notice is “made available” via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.</li> <li>The time a notice is “transmitted” via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI.</li> </ul> </li> <li>The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.</li> <li>Intervals counted in the numerator of these measurements are those that are five business days or less.</li> </ul> <p><u>PO-7C:</u></p> <ul style="list-style-type: none"> <li>This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.</li> <li>Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.</li> <li>The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.</li> <li>Intervals counted in the numerator of this measurement are those that are five business days or less.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<p><b>Reporting Comparisons:</b> PO-7A and -7B: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>PO-7A Notices made available via IMA-GUI</li> <li>PO-7B Notices transmitted via IMA-EDI</li> <li>PO-7C Billing system posting completions for Qwest Retail</li> </ul>
<p><b>Formula:</b> <u>For wholesale service orders Qwest generates for LSRs received via IMA:</u>  PO-7A = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)  PO-7B = (Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices transmitted during the reporting period)</p> <p><u>For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A &amp; -7B):</u>  PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)</p>	



**PO-7 -- Billing Completion Notification Timeliness (continued)**

<b>Exclusions:</b> PO-7A, 7B & 7C <ul style="list-style-type: none"><li>• Services that are not billed through CRIS, e.g. Resale Frame Relay.</li><li>• Records with invalid completion dates.</li></ul> PO-7A & 7B <ul style="list-style-type: none"><li>• LSRs submitted manually.</li><li>• ASRs submitted via EXACT.</li></ul>	
<b>Product Reporting:</b> Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	<b>Standard:</b> PO-7A and -7B: Parity with PO-7C
<b>Availability:</b> Available	<b>Notes:</b>

## PO-8 – Jeopardy Notice Interval

<b>Purpose:</b> Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).	
<b>Description:</b> Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order. <ul style="list-style-type: none"> <li>Includes all orders completed in the reporting period that received jeopardy notifications.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Average <u>Business days</u> <sup>NOTE 1</sup>
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $\frac{[\sum(\text{Date of the original due date of orders completed in the reporting period that received jeopardy notification} - \text{Date of the first jeopardy notification}) \div \text{Total orders completed in the reporting period that received jeopardy notification}]$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Jeopardies done after the original due date is past.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>	<b>Standards:</b> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) services</li> <li>D Parity with Retail POTS</li> </ul>
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.</li> </ol>

**PO-9 – Timely Jeopardy Notices**

<p><b>Purpose:</b> When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.</p>	
<p><b>Description:</b> Measures the percentage of late orders for which advance jeopardy notification is provided.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing <u>inward activity</u>.</li> <li>• Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)</p>
<p><b>Formula:</b> [[Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date) ÷ (Total number of missed due date orders completed in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Orders missed for customer reasons.</li> <li>• Records with invalid product codes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>	<p><b>Standards:</b></p> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) Services</li> <li>D Parity with Retail POTS</li> </ul>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

**PO-15 – Number of Due Date Changes per Order**

<b>Purpose:</b> To evaluate the extent to which Qwest changes due dates on orders.	
<b>Description:</b> Measures the average number of Qwest due date changes per order. <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing <u>inward activity</u>.</li> <li>• Counts all due date changes made for Qwest reasons following assignment of the original due date.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Average Number of Due Date Changes
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and Qwest retail results.	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\Sigma(\text{Count of Qwest due date changes on all orders}) \div (\text{Total orders in reporting period})$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Customer requested due date changes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

## PO-16 – Timely Release Notifications

<p><b>Purpose:</b> Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at <a href="http://www.qwest.com/wholesale/cmp/whatiscmp.html">http://www.qwest.com/wholesale/cmp/whatiscmp.html</a>.</p>	
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. <sup>NOTE 1</sup> <ul style="list-style-type: none"> <li>– Release notices measured are:           <ul style="list-style-type: none"> <li>– Draft Technical Specifications (for App to App interfaces only);</li> <li>– Final Technical Specifications (for App to App interfaces only);</li> <li>– Draft Release Notices (for IMA-GUI interfaces only);</li> <li>– Final Release Notices (for IMA-GUI interfaces only); and</li> <li>– OSS Interface Retirement Notices. <sup>NOTE 2</sup></li> </ul> </li> <li>– For the following OSS interfaces:           <ul style="list-style-type: none"> <li>– IMA-GUI, IMA-EDI;</li> <li>– CEMR;</li> <li>– Exchange Access, Control, &amp; Tracking (EXACT); <sup>NOTE 3</sup></li> <li>– Electronic Bonding - Trouble Administration (EB -TA); <sup>NOTE 4</sup></li> <li>– IABS and CRIS Summary Bill Outputs; <sup>NOTE 5</sup></li> <li>– Loss and Completion Records; <sup>NOTE 5</sup></li> <li>– New OSS interfaces (for introduction notices only.) <sup>NOTE 6</sup></li> </ul> </li> <li>– Also included are notifications for connectivity or system function changes to Resale Product Database.</li> <li>– Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.</li> <li>– Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.</li> <li>– Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).</li> <li>– Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.</li> </ul> </li> <li>• Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. <sup>NOTE 7</sup></li> <li>• Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate</p>	<p><b>Disaggregation Reporting:</b> Region-wide level.</p>
<p><b>Formula:</b> [(Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP) ÷ Total number of required release notifications for specified OSS interface changes within reporting period)]x100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.</li> <li>• Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.</li> </ul>	

**PO-16 Timely Release Notifications (continued)**

<b>Product Reporting:</b>	<p style="text-align: center;">None</p>	<b>Standards:</b>	<p>Vol. 1-10: No more than one untimely notification</p> <p>Vol. &gt; 10: 92.5% timely notifications</p>
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan.</li> <li>2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice."</li> <li>3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>4. EB-TA is the same system as MEDIACC.</li> <li>5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface.</li> <li>6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID.</li> <li>7. The intervals used to determine timeliness are based on CMP guidelines.</li> </ol>		

**PO-19 – Stand-Alone Test Environment (SATE) Accuracy**

<p><b>Purpose:</b> Evaluates Qwest’s ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.</p>	
<p><b>Description:</b></p> <p><b>PO-19A</b></p> <ul style="list-style-type: none"> <li>• Measures the percentage of test transactions that conform to the test scenarios published in the <i>IMA EDI Data Document – for the Stand Alone Test Environment (SATE)</i> that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.</li> <li>• Includes one test transaction for each test scenario published in the <i>IMA EDI Data Document – for the Stand Alone Test Environment (SATE)</i>.</li> <li>• Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the <i>IMA EDI Data Document – for the Stand Alone Test Environment (SATE)</i>.</li> <li>• The successful execution of a transaction is determined by the Qwest Test Engineer according to:             <ul style="list-style-type: none"> <li>– The expected results of the test scenario as described in the <i>IMA EDI Data Document – for the Stand Alone Test Environment (SATE)</i> and the EDI disclosure document.</li> <li>– The transactions strict adherence to business rules published in Qwest’s most current IMA EDI Disclosure Documentation for each release and the associated Addenda. <sup>NOTE 1</sup></li> </ul> </li> <li>• For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.             <ul style="list-style-type: none"> <li>– Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five <u>business days</u> of the numbered release being originally installed in SATE. This five-business day period will be referred to as the “Testing Window.”</li> <li>– Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15<sup>th</sup>, or the nearest working day to the 15<sup>th</sup> of the month, in the months when no release related test transactions are executed.</li> </ul> </li> <li>• Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.</li> </ul> <p><b>PO-19B</b></p> <ul style="list-style-type: none"> <li>• Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.             <ul style="list-style-type: none"> <li>– Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release’s EDI disclosure document and developer worksheets related to the IMA release being tested.</li> <li>– Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.</li> </ul> </li> <li>• Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.             <ul style="list-style-type: none"> <li>– Test transactions consist of a defined suite of Product/Activity combinations. Qwest’s three regions will be represented. <sup>NOTE 2</sup></li> <li>– Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.</li> </ul> </li> <li>• With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications. <sup>NOTE 3</sup></li> </ul>	
<p><b>Reporting Period:</b> PO-19A -- One month PO-19B: -- One month (for those months in which release-related test transactions are completed)</p>	<p><b>Unit of Measure:</b>          Percent</p>

## PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

<b>Reporting Comparisons:</b> None	<b>Disaggregation Reporting:</b> PO-19A – Reported separately for each release tested in the reporting period PO-19B -- None
<b>Formula:</b> <b>PO-19A</b> $\frac{[(\text{Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period}) \div (\text{Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period})] \times 100}{100}$ <b>PO-19B</b> $\frac{[(\text{Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period}) \div (\text{Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period})] \times 100}{100}$	
<b>Exclusions:</b> For PO-19B: <ul style="list-style-type: none"> <li>• Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA).</li> <li>• Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> PO-19A – 95% for each release tested PO-19B – 95%
<b>Availability:</b>  <div style="text-align: center;">Available</div>	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest's most current IMA EDI Data and Disclosure Documents.</li> <li>2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes &gt; 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes &gt; 100).</li> <li>3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an</li> </ol>



**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)**

	<p>appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.</p>
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**PO-20 (Expanded) – Manual Service Order Accuracy**

**Purpose:**  
Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

**Description:**  
Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives<sup>NOTE 1</sup> electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria and as specified in the Availability section below are evaluated in this measurement.
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.

**Unit of Measure:** Percent

**Reporting Comparisons:**  
CLEC Aggregate and individual CLEC

**Disaggregation Reporting:**  
Statewide Level

**Formula:**  
[(Number of accurate, evaluated Service Orders) ÷ (Number of evaluated Service Orders completed in the reporting period)] x 100

**Exclusions:**

- Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.
- Cancelled Service Orders.
- Service Orders that cannot be matched to a corresponding LSR
- Records missing data essential to the calculation of the measurement per the PID.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>• Resale and UNE-P (POTS and Centrex 21)</li> <li>• Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)</li> </ul>	<p><b>Standard:</b> Benchmarks, as follows:</p> <table border="1"> <tr> <td><b>Phase 1</b></td> <td>97%</td> </tr> <tr> <td><b>Phase 2</b></td> <td>96%</td> </tr> <tr> <td><b>Phase 3 &amp; beyond</b></td> <td>95%</td> </tr> </table>	<b>Phase 1</b>	97%	<b>Phase 2</b>	96%	<b>Phase 3 &amp; beyond</b>	95%
<b>Phase 1</b>	97%						
<b>Phase 2</b>	96%						
<b>Phase 3 &amp; beyond</b>	95%						
<p><b>Availability:</b></p> <ul style="list-style-type: none"> <li>• Phase 0 – PO-20 (Old) (the first version using sampling of limited fields). (Available now)</li> <li>• Phase 1<sup>NOTE 2</sup> – PO-20 (Expanded) Mechanized version (as defined herein). All qualifying orders associated with initial LSRs received via IMA version 15.0 or higher beginning with May 2004 data reported in Jul 04.</li> <li>• Phase 2 – Additional fields added. No later than Sep 04 results reported in Nov 04</li> <li>• Phase 3– Additional fields added. Targeted for 1<sup>st</sup> Quarter 05</li> <li>• Phase 4 – Additional fields added. (Date TBD).</li> </ul>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI.</li> <li>2. Phase 1: Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region.</li> </ol>						

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LSR</b>	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
<b>Resale or Centrex</b>	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR PIC = None; S.O. PIC = None
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
<b>Resale or Centrex</b>	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. <i>Note:</i> Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID ( <a href="http://www.qwest.com/wholesale/results">www.qwest.com/wholesale/results</a> ). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.
<b>LS</b>	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T).  ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LS/LSNP</b>	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTY	Listing Type	<p>LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order.</p> <p>LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order.</p> <p><b>Central/Western Region:</b> Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order.</p> <p><b>Eastern Region:</b> Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order.</p> <p>LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order.</p> <p><b>Central/Western Regions:</b> Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order.</p> <p><b>Eastern Region:</b> Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.</p>
	TOA	Type of Account	<p>Validate TOA entries (only reviewed when BRO field on DL form is not populated):</p> <ul style="list-style-type: none"> <li>• TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order.</li> <li>• TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order.</li> </ul> <p><b>Exception:</b> When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.</p>
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	<b>Arizona Only</b> NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).
	TMKT	Telemarketing	<b>Colorado Only</b> TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Phase 1 – (Effective with LSRs received beginning May 2004)</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.

<b>Phase 2 – No later than Sep 04 results</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LSR</b>	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
<b>Centrex</b>	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – Qwest Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.
<b>Resale or Centrex</b>	FEATURE DETAILS	Feature Details	As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity in Phase 1 above.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>Phase 2 – No later than Sep 04 results</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>Phase 3 – Targeted for 1<sup>st</sup> Quarter 05</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>Resale or Centrex</b>	<b>BLOCK (Stage 1)</b>	<b>Blocking Type</b>	<p>For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E:                      Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows:</p> <p>If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p>

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>Phase 4 – Date TBD</b>			
<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LSR</b>	DFDT	Desired Frame Due Time	Applicable only to orders for Resale and UNE-P (POTS and Centrex 21) DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.
	DDD	Desired Due Date	DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTN	Listed Telephone Number	For Resale and UNE-P (POTS and Centrex 21): LTN field on the Listing form compared to the Main Account Number of the Service Order.  For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.
	LNPL	Letter Name Placement	LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.
<b>Resale or Centrex</b>	FEATURE DETAILS	Feature Details	If CLECs propose additional FIDs for review, Qwest will undertake a feasibility evaluation.
	BLOCK (Stage 2)	Blocking Type	If CLECs identify value in additional Blocking review, Qwest will undertake development. [Requirements to be developed]



## Ordering and Provisioning

### OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

<b>Purpose:</b> Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.	
<b>Description:</b> Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. <ul style="list-style-type: none"> <li>• Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below.</li> <li>• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> <li>• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>• Answer is defined as when the call is first picked up by the Qwest agent.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
<b>Exclusions:</b> Time spent in the VRU Voice Response Unit is not counted.	
<b>Product Reporting:</b> Not applicable	<b>Standard:</b> Parity
<b>Availability:</b>  Available	<b>Notes:</b>

### OP-3 – Installation Commitments Met

<p><b>Purpose:</b> Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.</p>	
<p><b>Description:</b> Measures the percentage of orders for which the scheduled due date is met.</p> <ul style="list-style-type: none"> <li>All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing <u>inward activity</u>. Also included are orders with customer-requested due dates longer than the standard interval.</li> <li>Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>Results for product/services listed in Product Reporting under “<u>MSA-Type Disaggregation</u>” will be reported according to orders involving: <ul style="list-style-type: none"> <li>OP-3A Dispatches within MSAs;</li> <li>OP-3B Dispatches outside MSAs; and</li> <li>OP-3C No dispatches.</li> </ul> </li> <li>Results for products/services listed in Product Reporting under “<u>Zone-type Disaggregation</u>” will be disaggregated according to installations: <ul style="list-style-type: none"> <li>OP-3D In <u>Interval Zone 1</u> areas; and</li> <li>OP-3E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{(Total Orders completed in the reporting period on or before the Applicable Due Date)}}{\text{(Total Orders Completed in the Reporting Period)}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Disconnect, From (another form of disconnect) and Record order types.</li> <li>Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <u>application dates</u>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**OP – 3 Installation Commitments Met (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex )	Parity with retail Centrex
• Line Splitting	95%
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	<b>CO: 90%</b> <b>All Other States: Diagnostic</b>
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	90%
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks

**OP – 3 Installation Commitments Met (continued)**

<ul style="list-style-type: none"> <li>• Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul>	<b>WA: 90%</b>
	<b>All Other States: Diagnostic</b>
<ul style="list-style-type: none"> <li>• Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul>	90%
<ul style="list-style-type: none"> <li>• Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul>	<b>WA: 90%</b>
	<b>All Other States: Diagnostic</b>
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## OP-4 – Installation Interval

<p><b>Purpose:</b> Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.</p>	
<p><b>Description:</b> Measures the average interval (in business days)<sup>NOTE 1</sup> between the <u>application date</u> and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing <u>inward activity</u>.</li> <li>• Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.<sup>NOTE 2</sup></li> <li>• Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.<sup>NOTE 2</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Average Business Days</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations: OP-4D In <u>Interval Zone 1</u> areas; and OP-4E In <u>Interval Zone 2</u> areas.</li> </ul>
<p><b>Formula:</b>  <math display="block">\frac{\Sigma[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}</math> </p> <p><b>Explanation:</b> The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days)<sup>NOTE 1</sup> by total number of service orders completed in the reporting period.</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Orders with customer requested due dates greater than the current standard interval.</li> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or application dates.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**OP-4 – Installation Interval (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	3.3 days
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	CO: 6 days
	<b>All Other States: Diagnostic</b>
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	<b>Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming:</b> Parity with retail DS1 Private Line
	<b>Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington:</b> 5.5 days
xDSL-I capable Loop	6 days
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days

**OP-4 – Installation Interval (continued)**

• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	6 days
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday.</li> <li>2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>

## OP-5 – New Service Quality

### **Purpose:**

Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

### **Description:**

Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing inward activity.<sup>NOTE 1</sup>
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

### **OP-5A: New Service Installation Quality Reported to Repair**

- Measures the percentage of inward line service orders that are free of repair trouble reports<sup>NOTE 2</sup> within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems<sup>NOTE 3</sup> that are closed in the reporting period or the following month,<sup>NOTE 4</sup> subject to exclusions shown below.<sup>NOTE 5</sup>
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

### **OP-5B: New Service Provisioning Quality**

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month<sup>NOTE 4</sup> are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.<sup>NOTE 5, 6</sup>

### **OP-5T: New Service Installation Quality Total**

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

### **OP-5R: New Service Quality Multiple Report Rate**

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation completion.
- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same



## OP- 5 – New Service Quality (continued)

service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. <sup>NOTE 7</sup>	
<b>Reporting Period:</b> One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level
<p><b>Formulas:</b></p> <p><b>OP-5A</b> = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any <u>repair trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p><b>OP-5B</b> = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any <u>provisioning trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p><b>OP-5T</b> = ([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with <u>repair or provisioning trouble reports</u> as defined above under OP-5A or OP-5B, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p><b>OP-5R</b> = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed In the reporting period, as defined above under OP-5A or OP-5B) x 100</p>	
<p><b>Exclusions:</b></p> <p><u>Applicable to OP-5A, OP-5T and OP-5R:</u></p> <ul style="list-style-type: none"> <li>• Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data, repair trouble reports coded to disposition codes for: <ul style="list-style-type: none"> <li>– Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.</li> </ul> </li> <li>– For products measured from WFA (Workforce Administration) data, repair reports coded to codes for: <ul style="list-style-type: none"> <li>– Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.</li> </ul> </li> <li>– Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).</li> </ul> </li> </ul> <p><u>Applicable to OP-5B, OP-5T and OP-5R only:</u></p> <ul style="list-style-type: none"> <li>• Provisioning trouble reports attributable to CLEC or non-Qwest causes.</li> <li>• Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.</li> </ul> <p><u>Applicable to OP-5A, OP-5B, OP-5T and OP-5R:</u></p> <ul style="list-style-type: none"> <li>• Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).</li> <li>• Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.</li> <li>• Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be</li> </ul>	

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### OP- 5 – New Service Quality (continued)

<p>included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.</p> <ul style="list-style-type: none"><li>Records involving official Qwest company services.</li></ul> <p>Records missing data essential to the calculation of the measurement as defined herein.</p>	
<p><b>Product Reporting Categories:</b></p> <ul style="list-style-type: none"><li>As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.</li></ul>	<p><b>Standards:</b></p> <ul style="list-style-type: none"><li><b>OP-5A:</b> Parity with retail service</li><li><b>OP-5B:</b> Diagnostic for six months following first reporting. After six months Benchmark (TBD)</li><li><b>OP-5T:</b> Diagnostic</li><li><b>OP-5R:</b> Diagnostic for six months following first reporting. Possible standard (TBD)</li></ul> <p>(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)</p>

**OP- 5 – New Service Quality (continued)**

Product Reporting:		Standards:	
<b>Reported under OP-5A, OP-5B, OP-5T and OP-5R:</b>			
(Product categories may be combined as agreed upon by the parties in Long-Term PID Administration.)			
	<u>OP-5A</u>	<u>OP-5B</u>	<u>OP-5T &amp; OP-5R</u>
<b>Resale</b>			
Residential single line service	Parity with retail service	96.5%	Diagnostic
Business single line service	Parity with retail service	96.5%	Diagnostic
Centrex	Parity with retail service	96.5%	Diagnostic
Centrex 21	Parity with retail service	96.5%	Diagnostic
PBX Trunks	Parity with retail service	96.5%	Diagnostic
Basic ISDN	Parity with retail service	96.5%	Diagnostic
Qwest DSL	Parity with retail service	96.5%	Diagnostic
Primary ISDN	Parity with retail service	96.5%	Diagnostic
DS0	Parity with retail service	96.5%	Diagnostic
DS1	Parity with retail service	96.5%	Diagnostic
DS3 and higher bit-rate services (aggregate)	Parity with retail service	96.5%	Diagnostic
Frame Relay	Parity with retail service	Diagnostic	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service	96.5%	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21	96.5%	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex	96.5%	Diagnostic
Line Splitting	Parity with retail Qwest DSL	96.5%	Diagnostic
Loop Splitting <sup>NOTE 8</sup>	Diagnostic	Diagnostic	Diagnostic
Line Sharing	Parity with retail RES & BUS POTS	96.5%	Diagnostic
Sub-Loop Unbundling	Diagnostic	Diagnostic	Diagnostic
<b>Unbundled Loops:</b>			
Analog Loop	Parity with retail Res & Bus POTS with dispatch	96.5%	Diagnostic
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI	96.5%	Diagnostic
Non-loaded Loop (4-wire)	Parity with retail DS1	96.5%	Diagnostic
DS1-capable Loop	Parity with retail DS1	96.5%	Diagnostic
xDSL-I capable Loop	Parity with retail Qwest DSL	96.5%	Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI	96.5%	Diagnostic
ADSL-qualified Loop	Parity with retail Qwest DSL with dispatch	96.5%	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)	96.5%	Diagnostic
Dark Fiber - Loop	Diagnostic	Diagnostic	Diagnostic

**OP- 5 – New Service Quality (continued)**

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (above DS1 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
<b>Reported under OP-5A and under OP-5R (per OP-5A specifications):</b>			
	<b>OP-5A</b>	<b>OP-5R</b>	
• LIS Trunks	Parity with Feature Group D (aggregate)	Diagnostic	
<b>Unbundled Dedicated Interoffice Transport (UDIT)</b>			
UDIT (DS1 Level )	Parity with Retail Private Lines (DS1)	Diagnostic	
UDIT (Above DS1 Level)	Parity with Retail Private Lines (Above DS1 level)	Diagnostic	
Dark Fiber - IOF	Diagnostic	Diagnostic	
• E911/911 Trunks	Parity with Retail E911/911 Trunks	Diagnostic	
<b>Availability:</b>  Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.</li> <li>2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.</li> <li>3. Qwest's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T).</li> <li>4. The "following month" includes also the period of a few <u>business days</u> (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement.</li> <li>5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures.</li> <li>6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A.</li> <li>7. OP-5R will be counted on a per ticket basis.</li> <li>8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>		

## OP-6 – Delayed Days

<p><b>Purpose:</b> Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.</p>	
<p><b>Description:</b> OP-6A – Measures the average number of <u>business days</u> <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.</li> </ul> <p>OP-6B – Measures the average number of <u>business days</u> <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.</li> </ul> <p><u>For both OP-6A and OP-6B:</u></p> <ul style="list-style-type: none"> <li>• Change order types for additional lines consist of “C” orders representing <u>inward activity</u>.</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 2</sup></li> <li>• Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 2</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	
<p><b>Unit of Measure:</b> Average Business Days</p>	
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for products/services listed under Product Reporting under “MSA-type Disaggregation” will be reported for OP-6A and OP-6B according to orders involving: <ol style="list-style-type: none"> <li>1. Dispatches within MSAs;</li> <li>2. Dispatches outside MSAs; and</li> <li>3. No dispatches.</li> </ol> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations: <ol style="list-style-type: none"> <li>4. In <u>Interval Zone 1</u> areas; and</li> <li>5. In <u>Interval Zone 2</u> areas.</li> </ol> </li> </ul>
<p><b>Formula:</b> OP-6A = <math>\frac{\sum[(\text{Actual Completion Date of late order for non-facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for non-facility reasons completed in the reporting period})}</math></p> <p>OP-6B = <math>\frac{\sum[(\text{Actual Completion Date of late order for facility reasons}) - (\text{Applicable Due Date of late order})] - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})}{(\text{Total Number of Late Orders for facility reasons completed in the reporting period})}</math></p>	

## OP- 6 – Delayed Days (continued)

<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>• Orders affected only by delays that are solely for customer and/or CLEC reasons.</li> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>• Resale</li> </ul>	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	Parity with retail Qwest DSL
• Sub-Loop Unbundling	Diagnostic
<b>Zone-type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>• Resale</li> </ul>	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line- Service
UDIT – Above DS1 level	Parity with retail Private Line- Services above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS with dispatch
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest DSL, with dispatch
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL, with dispatch
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)

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**OP- 6 – Delayed Days (continued)**

Dark Fiber – Loop		Diagnostic
• E911/911 Trunks		Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)		Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)		OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic
• Enhanced Extended Loops (EELs) – (DS3 level)		Diagnostic
<b>Availability:</b> Available	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday.</li> <li>2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>	

### OP-7 – Coordinated “Hot Cut” Interval – Unbundled Loop

<b>Purpose:</b> Evaluates the duration of completing coordinated “hot cuts” of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.	
<b>Description:</b> Measures the average time to complete coordinated “hot cuts” for unbundled loops, based on intervals beginning with the “lift” time and ending with the completion time of Qwest’s applicable tests for the loop. <ul style="list-style-type: none"> <li>• Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.</li> <li>• “Hot cut” refers to moving the service of existing customers from Qwest’s switch/frames to the CLEC’s equipment, via unbundled loops, that will serve the customers.</li> <li>• “Lift” time is defined as when Qwest disconnects the existing loop.</li> <li>• ”Completion time” is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours and Minutes
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\frac{\sum[\text{Completion time} - \text{Lift time}]}{\text{(Total Number of unbundled loops with coordinated cutovers completed in the reporting period)}}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Time intervals associated with CLEC-caused delays.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Invalid start/stop dates/times or invalid scheduled date/times.</li> </ul>	
<b>Product Reporting:</b> Coordinated Unbundled Loops – Reported separately for: <ul style="list-style-type: none"> <li>• Analog Loops</li> <li>• All other Loop Types</li> </ul>	<b>Standard:</b> <b>CO:</b> 1 hour <b>All Other States:</b> Diagnostic in light of OP-13 (Coordinated Cuts On Time)
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b>



## OP-8 – Number Portability Timeliness

<p><b>Purpose:</b> Evaluates the timeliness of cutovers of local number portability (LNP).</p>	
<p><b>Description:</b>            OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.           <ul style="list-style-type: none"> <li>All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.</li> </ul>           OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.           <ul style="list-style-type: none"> <li>All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.</li> <li>For purposes of these measurements (OP-8B and -8C), “trigger” refers to the “10-digit unconditional trigger” or Line Side Attribute (LSA) that is set or translated by Qwest.</li> <li>“Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the “lay” time for the loop.</li> </ul> </p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent of triggers set on time</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p>
<p><b>Formula:</b>            OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100             OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>CLEC-caused delays in trigger setting.</li> <li>LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).</li> <li>LNP requests for which the records used as sources of data for these measurements have the following types of errors:               <ul style="list-style-type: none"> <li>Records with no PON (purchase order number) or STATE.</li> <li>Records where triggers cannot be set due to switch capabilities.</li> <li>Records with invalid due dates, <u>application dates</u>, or start dates.</li> <li>Records with invalid completion dates.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Invalid start/stop dates/times or invalid frame due or scheduled date/times.</li> </ul> </li> </ul>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> 95%</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p>

### OP-13 – Coordinated Cuts On Time – Unbundled Loop

**Purpose:**

Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

**Description:**

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as “on time” in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- “Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The “committed order due time” is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:
    - 1 to 16 lines: 1 Hour
    - 17 to 24 lines: 2 Hours
    - 25+ lines: Project\*
  - All other unbundled loops:
    - 1 to 5 lines: 1 Hour
    - 6 to 8 lines: 2 Hours
    - 9 to 11 lines: 3 Hours
    - 12 to 24 lines: 4 Hours
    - 25+ lines: Project\*

\*For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).

- ”Stop” time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where Qwest’s records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

<b>Reporting Period:</b> One month		<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval	

**OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)**

<p><b>Formula:</b></p> <p>OP-13A = <math>[(\text{Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time"}) \div (\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period})] \times 100</math></p> <p>OP-13B = <math>[(\text{Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval}) \div (\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period})] \times 100</math></p>	
<p><b>Exclusions:</b></p> <p>Applicable to OP-13A:</p> <ul style="list-style-type: none"> <li>• Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.</li> </ul> <p>OP-13A &amp; OP-13B:</p> <ul style="list-style-type: none"> <li>• Records with invalid completion dates.</li> <li>• Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".</li> <li>• Invalid start/stop dates/times or invalid scheduled date/times.</li> <li>• Projects involving 25 or more lines.</li> </ul>	
<p><b>Product Reporting:</b> Coordinated Unbundled Loops – Reported separately for:</p> <ul style="list-style-type: none"> <li>• Analog Loops</li> <li>• All Other Loops</li> </ul>	<p><b>Standards:</b></p> <p><b>OP-13A:</b></p> <p><b>AZ:</b> 90 Percent or more</p> <p><b>All Other States:</b> 95 Percent or more</p> <p><b>OP-13B:</b> Diagnostic</p>
<p><b>Availability:</b></p> <p>Available</p>	<p><b>Notes:</b></p>

## OP-15 – Interval for Pending Orders Delayed Past Due Date

<p><b>Purpose:</b> Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.</p>	
<p><b>Description:</b> OP-15A – Measures the average number of <u>business days</u> that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.</p> <ul style="list-style-type: none"> <li>▪ Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing <u>inward activity</u>.</li> <li>▪ The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 1</sup></li> <li>▪ Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 1</sup></li> </ul> <p>OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.</p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> OP-15A – Average Business Days <sup>NOTE 2</sup> OP-15B – Number of orders pending facilities</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, Qwest retail</p>	<p><b>Disaggregation Reporting:</b> Statewide</p>
<p><b>Formula:</b> OP-15A = <math>\frac{\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period})}</math> OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <u>application dates</u>.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)**

<b>Product Reporting:</b>	<b>Standards: OP-15B = diagnostic only For OP-15A:</b>
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centrex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service)
Qwest DSL	Diagnostic (Expectation: Parity with retail service)
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)
Frame Relay	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic (Expectation: Parity with retail Centrex)
• Line Splitting	Diagnostic (Expectation: Parity with retail Qwest DSL)
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	Diagnostic (Expectation: Parity with retail Qwest DSL)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line-Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line-Services above DS1 level)
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI)
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN-BRI)
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch)
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate))
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
• Enhanced Extended Loops (EELs)	Diagnostic

**OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)**

<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"><li>1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li><li>2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.</li><li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li></ol>
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**OP-17 – Timeliness of Disconnects associated with LNP Orders**

**Purpose:**  
Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

**Description:**

**OP-17A**

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
  - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
  - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.

**OP-17B**

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
  - A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC Aggregate and Individual CLEC	<b>Disaggregation Reporting:</b> Statewide

**Formula:**  

$$\left[ \frac{\text{Total number of LNP TNs ported pursuant to orders completed in the reporting period} - \text{Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred}}{\text{Total Number of LNP TNs ported pursuant to orders completed in the reporting period}} \right] \times 100$$

**Exclusions:**

**OP-17A only**

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.

**OP-17A & B**

- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

**OP-17B only**

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.

<b>Product Reporting:</b> LNP	<b>Standards:</b>
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**OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)**

	OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.
<b>Availability:</b> Available	<b>Notes:</b>



## Maintenance and Repair

### MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

<b>Purpose:</b> Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.	
<b>Description:</b> Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. <ul style="list-style-type: none"> <li>• Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below.</li> <li>• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>• Answer is defined as when the call is first picked up by the Qwest agent.</li> <li>• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail levels.	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
<b>Exclusions:</b> Time spent in the VRU (Voice Response Unit) is not counted.	
<b>Product Reporting:</b> None	<b>Standard:</b> Parity
<b>Availability:</b> Available	<b>Notes:</b>

### MR-3 – Out of Service Cleared within 24 Hours

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).</p>	
<p><b>Description:</b> Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-3A Dispatches within MSAs;</li> <li>MR-3B Dispatches outside MSAs; and</li> <li>MR-3C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-3D In <u>Interval Zone 1</u> areas; and</li> <li>MR-3E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours)]}}{\text{[(Total Number of Out of Service Trouble Reports closed in the reporting period)]}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”.</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**MR-3 – Out of Service Cleared within 24 Hours (Continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic *
• Line Sharing	<b>CO:</b> Parity with Qwest DSL <b>All Other States:</b> Parity with RES and BUS POTS
• Sub-Loop Unbundling	<b>CO:</b> Parity with retail ISDN-BRI <b>All Other States:</b> Diagnostic
<b>Zone-type Disaggregation -</b>	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-4 – All Troubles Cleared within 48 hours

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<u>MSA-Type Disaggregation</u>” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-4A Dispatches within MSAs;</li> <li>MR-4B Dispatches outside MSAs; and</li> <li>MR-4C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “<u>Zone-type Disaggregation</u>” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-4D In <u>Interval Zone 1</u> areas; and</li> <li>MR-4E In <u>Interval Zone 2</u> areas</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total Trouble Reports closed in the reporting period that are cleared within 48 hours}}{\text{Total Trouble Reports closed in the reporting period}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “<u>Zone-type Disaggregation</u>”.</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**MR-4 – All Troubles Cleared within 48 Hours (Continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
<b>Zone-Type Disaggregation -</b>	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

### MR-5 – All Troubles Cleared within 4 hours

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level. Results for listed products will be disaggregated according to trouble reports:</p> <p>MR-5A      In <u>Interval Zone 1</u> areas; and MR-5B      In <u>Interval Zone 2</u> areas.</p>
<p><b>Formula:</b> [(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**MR-5 – All Troubles Cleared within 4 hours (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Line Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

## MR-6 – Mean Time to Restore

<b>Purpose:</b> Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.	
<b>Description:</b> Measures the time actually taken to clear trouble reports. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours and Minutes
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to trouble reports involving:             <ul style="list-style-type: none"> <li>MR-6A Dispatches within MSAs;</li> <li>MR-6B Dispatches outside MSAs; and</li> <li>MR-6C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving:             <ul style="list-style-type: none"> <li>MR-6D In <u>Interval Zone 1</u> areas; and</li> <li>MR-6E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<b>Formula:</b> $\frac{\sum[(\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})]}{(\text{Total number of Trouble Reports closed in the reporting period})}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”.</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	



## MR-6 – Mean Time to Restore (Continued)

<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	CO: Parity with Qwest DSL All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	CO: Parity with retail ISDN-BRI All Other States: Diagnostic
<b>Zone-Type Disaggregation -</b>	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<b>Availability:</b>	<b>Notes:</b>
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-7 – Repair Repeat Report Rate

<p><b>Purpose:</b> Evaluates the accuracy of repair actions, focusing on the number of <u>repeated trouble reports</u> received for the same line/circuit within a specified period (30 calendar days).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.</li> <li>• In determining same service Qwest will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.</li> <li>• Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.</li> <li>• The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or “repeat” trouble report is received (i.e., opened).</li> </ul>	
<p><b>Reporting Period:</b> One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: MR-7D In <u>Interval Zone 1</u> areas; and MR-7E In <u>Interval Zone 2</u> areas.</li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed}}{\text{Total number of Trouble Reports Closed in the reporting period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b></p>	<p><b>Standards:</b></p>

## MR-7 – Repair Repeat Report Rate (Continued)

<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with Qwest Retail DSL
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	<b>AZ &amp; CO:</b> Parity with Qwest Retail DSL <b>All Other States:</b> Diagnostic Comparison with Qwest Retail DSL
• Sub-Loop Unbundling	<b>CO:</b> Parity with Retail ISDN-BRI <b>All Other States:</b> Diagnostic
<b>Zone-Type Disaggregation -</b>	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks

### MR-7 – Repair Repeat Report Rate (Continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<b>Availability:</b> Targeted availability with July 2004 results reported in September 2004	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-8 – Trouble Rate

<b>Purpose:</b> Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
<b>Description:</b> Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\frac{[(\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}) \div (\text{Total number of the specified services that are in service in the reporting period})] \times 100}{}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**MR-8 – Trouble Rate (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Qwest DSL	Parity with Qwest DSL service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail Qwest DSL
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	<b>CO:</b> Parity with Qwest DSL <b>All Other States:</b> Parity with RES and BUS POTS
• Sub-Loop Unbundling	<b>CO:</b> Parity with retail ISDN-BRI <b>All Other States:</b> Diagnostic
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-9 – Repair Appointments Met

<b>Purpose:</b> Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.	
<b>Description:</b> Measures the percentage of trouble reports for which the appointment date and time is met. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A      Dispatches within <u>MSAs</u> ; MR-9B      Dispatches outside MSAs; and MR-9C      No dispatches.
<b>Formula:</b> $[(\text{Total Trouble Reports Cleared by appointment date and time}) \div (\text{Total Trouble Reports Closed in the Reporting Period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	<b>Standard:</b> Parity
<b>Availability:</b> Available	<b>Notes:</b>

## MR-10 – Customer and Non-Qwest Related Trouble Reports

<p><b>Purpose:</b> Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.</p>	
<p><b>Description:</b> Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below. Includes trouble reports closed during the reporting period coded as follows:</p> <ul style="list-style-type: none"> <li>• For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for <u>MSA</u> type disaggregated products.</li> <li>• For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p>
<p><b>Formula:</b> [(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> </ul>	



**MR-10 Customer and Non-Qwest Related Trouble Reports (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
xDSL-I capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
• <b>Availability:</b> Available	<b>Notes:</b>

## MR-11 – LNP Trouble Reports Cleared within 24 Hours

<p><b>Purpose:</b> Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.</p>	
<p><b>Description:</b> MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.</p> <ul style="list-style-type: none"> <li>• Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next <u>business day</u>, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.</li> </ul> <p>MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.</p> <ul style="list-style-type: none"> <li>• Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.</li> </ul> <ul style="list-style-type: none"> <li>• The “currently-scheduled due date/time” is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.</li> <li>• A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request.</li> <li>• A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date</li> <li>• Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate and Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Statewide level (all are “non-dispatched”).</p>
<p><b>Formula:</b> MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100</p> <p>MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100</p>	

**MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)**

<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports attributed to customer or non-Qwest reasons</li> <li>• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.</li> <li>• Subsequent trouble reports of LNP trouble before the original trouble report is closed.</li> <li>• For MR-11B only: Trouble reports involving a “no access” delay.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b> LNP</p>	<p><b>Standards:</b></p> <p><u>MR-11A:</u></p> <ul style="list-style-type: none"> <li>• If OP-17 result meets its standard, the MR-11A standard is Diagnostic.</li> <li>• If OP-17 result does not meet its standard, the MR-11A standard is as follows: <ul style="list-style-type: none"> <li>– For 0-20 trouble reports*: No more than 1 ticket cleared in &gt; four business hours</li> <li>– For &gt; 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business</li> </ul> </li> </ul> <p><u>MR-11B:</u></p> <ul style="list-style-type: none"> <li>• For 0-20 trouble reports**: No more than 1 ticket cleared &gt; 48 hours</li> <li>• For &gt; 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business</li> </ul> <p>* Based on MR-11A denominator.</p> <p>** Based on MR-11B denominator.</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p>

## Billing

### BI-1 – Time to Provide Recorded Usage Records

<b>Purpose:</b> Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.	
<b>Description:</b> Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable. BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access, <sup>NOTE 1</sup> local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below. BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows: <ul style="list-style-type: none"> <li>• BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,<sup>NOTE 1</sup> subject to exclusions specified below.</li> <li>• BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> BI-1A, BI-1C-1, BI-1C-2: Average <u>Business Days</u> BI-1B: Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results	<b>Disaggregation Reporting:</b> State level.
<b>Formula:</b> BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = $\sum(\text{Date Record Transmitted or made available} - \text{Date Usage Recorded}) \div (\text{Total number of records})$  BI-1B = $[(\# \text{ of daily usage records for Jointly provided switched access sent within four days}) \div (\text{Total daily usage records for Jointly provided switched access in the report period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Instances where the CLEC requests other than daily usage transmission or availability.</li> <li>• Duplicate records.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Jointly-provided Switched Access</li> </ul>	<b>Standards:</b> BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.</li> </ol>

**BI-2 – Invoices Delivered within 10 Days**

<p><b>Purpose:</b> Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.</p>	
<p><b>Description:</b> Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery.</p> <ul style="list-style-type: none"> <li>• Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> Combined Qwest Retail/CLEC results (Parity by design)</p>	<p><b>Disaggregation Reporting:</b> State level</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}}{\text{Total Number of Invoices}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Bills transmitted via paper, magnetic tape, CD-ROM, diskette.</li> <li>• Records with missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> </ul>	<p><b>Standard:</b> Parity by design.</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p>

### BI-3 – Billing Accuracy – Adjustments for Errors

<b>Purpose:</b> Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
<b>Description:</b> Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> <li>• Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.</li> <li>• “Amounts adjusted off bills due to errors” is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results	<b>Disaggregation Reporting:</b> State level.
<b>Formula:</b> $[\sum(\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors}) \div (\text{Total Billed Revenue billed in Reporting Period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• BI-3A - UNEs and Resale – None</li> <li>• BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• BI-3A - UNEs and Resale</li> <li>• BI-3B - Reciprocal Compensation Minutes of Use (MOU)</li> </ul>	<b>Standards:</b> <ul style="list-style-type: none"> <li>• BI-3A – UNEs and Resale: Parity with Qwest retail bills.</li> <li>• BI-3B – Reciprocal Compensation (MOU) – 95%</li> </ul>
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b>

## BI-4 – Billing Completeness

<b>Purpose:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.</li> <li>• Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest’s network on the bills.</li> </ul>	
<b>Description:</b> <p>BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*</p> <p>BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*</p> <p>* Correct bill = next available bill</p>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> <p>BI-4A – UNEs and Resale = <math>[\sum(\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill} \div \text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill})] \times 100</math></p> <p>BI-4B – Reciprocal Compensation MOU = <math>[\sum(\text{Revenue for Local Minutes of Use billed on the correct* bill} \div \text{Total revenue for Local Minutes of Use collected during the month})] \times 100</math></p>	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Reciprocal Compensation (MOU)</li> </ul>	<b>Standards:</b> <p>BI-4A - UNEs and Resale: Parity with Qwest Retail bills.</p> <p>BI-4B - Reciprocal Compensation (MOU): 95%</p>
<b>Availability:</b> Available	<b>Notes:</b>

## Database Updates

### DB-1 – Time to Update Databases

<p><b>Purpose:</b> Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.</p>	
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>Measures the average time required to update the databases of E911, LIDB, and Directory Builder.</li> <li>Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> <li>For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no “individual E911 database update records” provided with which to measure the database update process.</li> <li>The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> E911 – Hrs: Mins. LIDB &amp; Directory Listings – Seconds</p>
<p><b>Reporting Comparisons:</b> DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. <sup>NOTE 1</sup></p>	<p><b>Disaggregation Reporting:</b> DB-1A: E911 for Qwest Retail and Reseller CLEC–State level DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed– Sub-region applicable to state</p>
<p><b>Formula:</b>  <math display="block">\frac{\sum[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})]}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}</math> </p>	
<p><b>Exclusion:</b></p> <ul style="list-style-type: none"> <li>Invalid start/stop dates/times.</li> </ul>	



## DB-1 – Time to Update Databases (continued)

<b>Product Reporting:</b> Not applicable (Reported by database type)		<b>Standards:</b> DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
<b>Availability:</b> Available	<b>Notes:</b> 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.	

## DB-2 – Accurate Database Updates

<b>Purpose:</b> Evaluates the accuracy of database updates completed without errors in the reporting period.	
<b>Description:</b> <ul style="list-style-type: none"> <li>Measures the percentage of database updates completed without errors in the reporting period.</li> <li>Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates	<b>Disaggregation Reporting:</b> DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide
<b>Formula:</b> $\left[ \frac{\text{Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period}}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}} \right] \times 100$	
<b>Exclusions:</b> Invalid start/stop dates/times.	
<b>Product Reporting:</b> Not applicable (Reported by database type)	<b>Standards:</b> DB-2C-1 – Listings: Parity by design <sup>NOTE 1</sup>
<b>Availability:</b> Available	<b>Notes:</b> 1. Qwest retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.

## Directory Assistance

### DA-1 – Speed of Answer – Directory Assistance

<b>Purpose:</b> Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered.	
<b>Description:</b> Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls. <ul style="list-style-type: none"> <li>• Includes all calls to Qwest directory assistance during the reporting period.</li> <li>• Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue.</li> <li>• Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.</li> <li>• Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Seconds
<b>Reporting Comparisons:</b> Results for Qwest and all CLECs are combined.	<b>Disaggregation Reporting:</b> Sub-region applicable to state
<b>Formula:</b> $\frac{\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})]}{(\text{Total Calls Answered by Center})}$	
<b>Exclusions:</b> Abandoned Calls are not included in the total number of calls answered by the center.	
<b>Product Reporting:</b> None	<b>Standard:</b> Parity by design
<b>Availability:</b> <div style="text-align: center;">Available</div>	<b>Notes:</b>

## Operator Services

### OS-1 – Speed of Answer – Operator Services

<b>Purpose:</b> Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered.	
<b>Description:</b> Measures the time following first ring until a call is answered by the Qwest agent. <ul style="list-style-type: none"> <li>• Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below.</li> <li>• Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.</li> <li>• Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Seconds
<b>Reporting Comparisons:</b> Qwest and all CLECs are aggregated in a single measure.	<b>Disaggregation Reporting:</b> Sub-region applicable to state
<b>Formula:</b> $\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$	
<b>Exclusions:</b> Abandoned Calls are not included in the total number of calls answered by the center.	
<b>Product Reporting:</b> None	<b>Standard:</b> Parity by design
<b>Availability:</b> <div style="text-align: center;">Available</div>	<b>Notes:</b>

## Network Performance

### NI-1 – Trunk Blocking

<p><b>Purpose:</b> Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.</p>	
<p><b>Description:</b> Measures the percentage of trunks blocking in interconnection and interoffice final trunks.</p> <ul style="list-style-type: none"> <li>• Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent Blockage</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.</p>	<p><b>Disaggregation Reporting:</b> Statewide level. Reports the percentage of trunks blocking in interconnection final trunks, reported by:</p> <ul style="list-style-type: none"> <li>NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions;</li> <li>NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.</li> </ul>
<p><b>Formula:</b>  <math display="block">\left\{ \left[ \sum (\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group}) \right] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups}) \right\} \times 100</math> </p> <p>Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.</p>	
<p><b>Exclusions:</b></p> <p><u>For NI-1A and NI-1B only:</u></p> <ul style="list-style-type: none"> <li>• Trunk groups, blocking in excess of one percent in the reporting period, for which:             <ul style="list-style-type: none"> <li>– A Trunk Group Service Request (TGSR)<sup>NOTES 1 &amp; 2</sup> has been issued in the reporting period; or</li> <li>– CLECs do not submit, within 20 calendar days of receiving a TGSR:                 <ul style="list-style-type: none"> <li>a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons<sup>NOTE 3</sup>);</li> <li>b) Trouble Reports; or</li> <li>c) Notification of traffic re-routing (as described in Note 1 below).</li> </ul> </li> </ul> </li> </ul> <p><u>For NI-1A, NI-1B, NI-1C, and NI-1D:</u></p> <ul style="list-style-type: none"> <li>• Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:             <ul style="list-style-type: none"> <li>– Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;</li> <li>– The CLEC placing trunks in a “busy” condition;</li> <li>– Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to <u>lack of facilities</u>, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner<sup>NOTE 4</sup>); or</li> <li>– Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR.</li> </ul> </li> </ul>	

## NI-1 – Trunk Blocking (Continued)

<ul style="list-style-type: none"> <li>• Trunk groups recently activated that have not been in service for a full “20-high-day, busy hour” review period.</li> <li>• Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.</li> <li>• One-way trunks originating at CLEC end offices.</li> <li>• Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> LIS Trunks	<b>Standards:</b> Where NI-1A ≤ 1%: 1 % Where NI-1A > 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B ≤ 1%: 1 % Where NI-1B > 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic <sup>NOTE 5</sup>
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.</li> <li>2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC’s response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.</li> <li>3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.           <ol style="list-style-type: none"> <li>a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement.</li> <li>b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon.</li> <li>c) CLEC delays (e.g., “customer not ready” in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement.</li> </ol> </li> <li>4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed.           <ol style="list-style-type: none"> <li>a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time.</li> <li>b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.</li> <li>c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.</li> </ol> </li> <li>5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.</li> </ol>

## NP-1 – NXX Code Activation

<p><b>Purpose:</b> Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.</p>	
<p><b>Description:</b>            NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.            NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes"<sup>NOTE 1</sup> associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.</p> <ul style="list-style-type: none"> <li>• Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.</li> <li>• The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.</li> <li>• The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.</li> <li>• NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).</li> <li>• The NXX code activation completion process includes testing, including calls to the test number when provided.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results.</p>	<p><b>Disaggregation Reporting:</b> Statewide.</p>
<p><b>Formula:</b>            NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100             NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100</p>	
<p><b>Exclusions:</b>            NP-1A:</p> <ul style="list-style-type: none"> <li>• NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations.<sup>NOTE 2</sup></li> </ul> <p>NP-1A and NP-1B:</p> <ul style="list-style-type: none"> <li>• NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).</li> <li>• NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.</li> </ul>	

## NP-1 – NXX Code Activation (continued)

<b>Product Reporting:</b> None	<b>Standards:</b> NP-1A: Parity NP-1B: Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"><li>1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits.</li><li>2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.</li></ol>



## Collocation

### CP-1 – Collocation Completion Interval

**Purpose:**

Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

**Description:**

Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready for Service (RFS) date by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup>
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready For Service" as defined in the Definition of Terms section herein.
- Establishment of RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in

**CP-1 – Collocation Completion Interval (continued)**

<p>advance of the Collocation Application Date.</p> <ul style="list-style-type: none"> <li>• <b>Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready</b> – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be: <ul style="list-style-type: none"> <li>– <b>Forecasted Collocations:</b> 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</li> <li>– <b>Unforecasted Collocations:</b> 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</li> </ul> </li> <li>• <b>All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:</b> the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.</li> <li>• When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.</li> <li>• Where there is a CLEC-caused delay, the RFS Date is rescheduled</li> <li>• RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest’s control, but not for Qwest reasons.</li> <li>• Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.</li> </ul>	
<b>CP-1A</b>	Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.
<b>CP-1B</b>	Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.
<b>CP-1C</b>	Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Calendar Days
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide.
<p><b>Formula:</b> (for CP-1A, CP-1B and CP-1C)  <math display="block">\frac{\Sigma[(\text{Collocation Completion Date}) - (\text{Complete Application Date})]}{(\text{Total Number of Collocations Completed in Reporting Period})}</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.</li> <li>• CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.</li> <li>• CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.</li> <li>• Cancelled or expired applications.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standards:</b> CP-1A: 90 calendar days

**CP-1 – Collocation Completion Interval (continued)**

		CP-1B: 120 calendar days CP-1C: 150 calendar days
<b>Availability:</b> Available	<b>Notes:</b> 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).	

## CP-2 – Collocations Completed within Scheduled Intervals

### Purpose:

Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

### Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service Date RFS date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.<sup>NOTE 1</sup>
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- **Establishment of RFS Dates:** RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the

## CP-2 – Collocations Completed within Scheduled Intervals (continued)

<p>Collocation Application Date.</p> <ul style="list-style-type: none"> <li>- <b>Unforecasted Collocations:</b> 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</li> <li>• <b>All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:</b> the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.</li> <li>• When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.</li> <li>• Where there is a CLEC-caused delay, the RFS Date is rescheduled.</li> <li>• Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.</li> </ul>	
<b>CP-2A</b>	<b>Forecasted Collocations:</b> Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
<b>CP-2B</b>	<b>Non-Forecasted and Late Forecasted Collocations:</b> Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
<b>CP-2C</b>	<b>All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days:</b> Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.
<b>Reporting Period:</b> One month	
<b>Unit of Measure:</b> Percent	
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<p><b>Formula:</b> (for CP-2A, CP-2B and CP-2C)</p> $\left[ \frac{\text{Count of Collocations for which the RFS is met}}{\text{Total Number of Collocations Completed in the Reporting Period}} \right] \times 100$	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• RFS dates missed for reasons beyond Qwest's control.</li> <li>• Cancelled or expired requests.</li> </ul>	
<b>Product Reporting:</b> None	<p><b>Standards:</b></p> <p>CP-2A &amp; -2B: 90%</p> <p>CP-2C: 90%</p>

**CP-2 – Collocations Completed within Scheduled Intervals (continued)**

<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"><li>1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li></ol>
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### CP-3 – Collocation Feasibility Study Interval

<b>Purpose:</b> Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.	
<b>Description:</b> Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> <li>• Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup></li> <li>• Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>• The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next <u>business day</u> following the weekend or holiday.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Calendar Days
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\frac{\Sigma[(\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study})] + (\text{Total Feasibility Studies Completed in the Reporting Period})}{\text{Reporting Period}}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> 10 calendar days or less
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> </ol>

**CP-4 – Collocation Feasibility Study Commitments Met**

<p><b>Purpose:</b> Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.</p>	
<p><b>Description:</b> Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval</p> <ul style="list-style-type: none"> <li>• The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.</li> <li>• Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup></li> <li>• Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>• The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next <u>business day</u> following the weekend or holiday.</li> <li>• Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals)}}{\text{(Total applicable Collocation Feasibility studies completed in the reporting period)}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b> None</p>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> 90 percent or more</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> </ol>



## DEFINITION OF TERMS

**Application Date (and Time)** – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  - (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  - (2) Retail orders received after 3:00 PM local time for Designed Services.
  - (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
  - (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

**Automatic Location Information (ALI)** – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

**Bill Date** – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

**Blocking** – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

**Business Day** – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

**Cleared Trouble Report** – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

**Closed Trouble Report** – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

**Code Activation (Opening)** – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

**Common Channel Signaling System 7 (CCSS7)** – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

**Common Transport** – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

**Completion** – The time in the order process when the service has been provisioned and service is available.

**Completion Notice** – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

**Coordinated Customer Conversion** – Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

**Customer Requested Due Date** – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

**Customer Trouble Reports** – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

## DEFINITION OF TERMS (continued)

**Dedicated Transport** – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

**Delayed Order** – An order which has been completed after the scheduled due date and/or time.

**Directory Assistance Database** – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.

**Directory Listings** – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

**DS-0** – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.

**DS-1** – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

**DS-3** – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.

**Due Date** – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

**End Office Switch** – A switch from which an end users' exchange services are directly connected and offered.

**Final Trunk Groups** – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

**Firm Order Confirmation (FOC)** – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

**Flow-Through** – The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

**Interval Zone 1/Zone 2** – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.

**Installation** – The activity performed to activate a service.

**Installation Troubles** – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

**Interconnection Trunks** – A network facility that is used to interconnect two switches generally of different local exchange carriers

**Inward Activity** – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

**Jeopardy** – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

**Jeopardy Notice** – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

**Lack of Facilities** – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

**Local Exchange Routing Guide (LERG)** – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

**Local Exchange Traffic** – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

**Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability)** – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

**Local Service Request (LSR)** – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

**MSA/Non-MSA** – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

**Mechanized Bill** – A bill that is delivered via electronic transmission.

## DEFINITION OF TERMS (continued)

**NXX, NXX Code or Central Office Code** – The three digit switch entity indicator that is defined by the “D”, “E”, and “F” digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

**Plain Old Telephone Service (POTS)** – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

**Projects** – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

**Query Types** – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

**Ready For Service (RFS)** – The status achieved in the installation of a collocation arrangement when all “operational” work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in the CLEC’s interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest’s published standard installation intervals for such telephone service).

**Ready for Service Date (RFS date)** – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

**Reject** – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

**Repeat Report** – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

**Service Group Type** – The designation used to identify a category of similar services, .e.g., UNE loops.

**Service Order** – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

**Service Order Type** – The designation used to identify the major types of provisioning activities associated with a local service request.

**Standard Interval** – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

**Subsequent Reports** – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

**Tandem Switch** – Switch used to connect and switch trunk circuits between and among Central Office switches.

**Time to Restore** – The time interval from the receipt, by the ILEC, of a trouble report on a customer’s service to the time service is fully restored to the customer.

**Unbundled Network Element – Platform (UNE-P)** – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

### DEFINITION OF TERMS (continued)

**Unbundled Loop** - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

**Usage Data** – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.