

subject to the terms and conditions of this Agreement, including the following criteria: 1) must be like-for-like facilities, e.g., DS1 private line to DS1 capable Unbundled Loop; 2) must originate at CLEC's Collocation site in the serving Central Office; and 3) must terminate at an End User Customer's premises. The provisioning intervals for converting from private line/special access to Unbundled Loop are located in the Service Interval Guide (SIG). Additional information can be found in the Product Catalog for Unbundled Loop.

### **9.3 Subloop Unbundling**

#### **9.3.1 Description**

9.3.1.1 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire within the cable without removing a splice case to reach the wire within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder Subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a Subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multiple Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE Terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross connect devices, (3) the interval applicable to any Collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and

conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

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9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) Intentionally Left Blank
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop unbundling is available after a CLEC-requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross connect field at the building terminal.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest outside of the Central Office location where it is Technically Feasible. The FCP interconnects CLEC facilities to a terminal block

within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross connect field to support Subloop unbundling constitutes a "Cross Connect Collocation."

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross Connect Collocation are found within Section 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the terms of Section 8 and does not constitute a Cross Connect Collocation.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

#### 9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the Dispute Resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

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### 9.3.2 Standard Subloops Available

#### 9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest-provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest-provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC can obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest-provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses a Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access the Subloop by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one (1) Person or entity, on which there are multiple buildings.

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### **9.3.3 MTE Terminal Subloop Access: Terms and Conditions**

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as a test access point.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek

to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must notify Qwest of its pair usage within ten (10) Days. If CLEC has a maintenance problem within the MTE, CLEC must identify the proper inside wire pair for repair and provide that information to Qwest. In instances where space is not immediately available for CLEC's facilities, CLEC may request a waiver of WAC 480-120-051.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, CLEC shall pay the applicable charge, identified in Exhibit A, which shall be ICB, based on the scope of the work required.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC may cancel a request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE

Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

#### **9.3.4 Detached Terminal Subloop Access: Terms and Conditions**

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards.

##### **9.3.4.3 Field Connection Point**

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to Section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing its facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Dispute Resolution Section of this Agreement. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

### **9.3.5 Ordering/Provisioning**

#### **9.3.5.1 All Subloop Types**

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

#### **9.3.5.2 Additional Terms for Detached Terminal Subloop Access**

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

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#### **9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process**

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via email, of its intention to provide access to End User Customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) Days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, Qwest shall provide such notification within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User Customer side of the terminal, the preceding ten (10) Day period shall be reduced to five (5) Days from Qwest's receipt of such claim.

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9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Access Protocol that is different from Qwest's Standard MTE Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Qwest runs the jumper,



the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

### 9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for provisioning Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A Cross Connect Collocation in a detached terminal shall be provisioned within ninety (90) Days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 If Qwest denies a request for Cross Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) Days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Cross Connect Collocation Application date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with CLEC an inspection of the FCP with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the Acceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the Cross Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) Days of the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

### 9.3.6 Rate Elements

Exhibit A provides recurring and nonrecurring rates for Subloop and also provides Miscellaneous Charges.

#### 9.3.6.1 All Subloop Types

9.3.6.1.1 Recurring Charges - CLEC will be charged monthly recurring charges for each Subloop.

9.3.6.1.2 Nonrecurring Charges – One-time charges apply for specific work activities associated with installation of each Subloop.

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#### 9.3.6.3 Additional Rate Elements for Detached Terminal Subloop Access

9.3.6.3.1 Cross Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of a Cross Connect Collocation upon submission of the Collocation Application. The FCP Request Form shall not be considered complete until complete payment is submitted to Qwest, as described in Section 8.1.1.8.1.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be charged for in accordance with the rate elements set forth in Section 8.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the

accessible terminal for each Subloop ordered by CLEC.

#### 9.3.6.4 Additional Rate Elements for MTE Terminal Subloop Access

9.3.6.4.1 CLEC will be charged the Subloop MTE – POI Site Inventory nonrecurring charge for Qwest to complete an inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Nonrecurring Jumper Charge – CLEC will be charged a nonrecurring basic installation charge when Qwest runs jumpers within the accessible terminal, for each Subloop ordered by CLEC.

9.3.6.4.3 CLEC will be charged the MTE – POI Construction of New SPOI nonrecurring charge for Qwest to construct a new MTE SPOI for CLEC.

9.3.6.5 Nonrecurring charges apply for conditioning for Distribution Subloop.

9.3.6.6 All miscellaneous services as described in Section 9.1.12 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

### 9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

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## 9.5 Network Interface Device (NID)

### 9.5.1 Description

The Qwest NID is defined as any means of Interconnection of on-premises wiring and Qwest's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at a premises. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 9.3. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the End User Customer's premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the End User Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating

media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the End User Customer's on-premises wiring to the End User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User Customer's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

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## 9.5.2 Terms and Conditions

9.5.2.1 CLEC may use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross connect between the two. When Provisioning a NID-to-NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facilities-based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either Parties' End User Customer, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID. Future installation of Qwest NIDs will be such that it will not unnecessarily impede access to the End User Customer's wiring.

9.5.2.1.4 CLEC may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure for the purpose of NID-to-NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per Section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without an End User Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the End User Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the End User Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If CLEC accesses the Qwest protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety

Code and section 800.30 of the National Electric Code. When CLEC removes Qwest facilities from the NID protector, it must terminate the spare Qwest Loops on protection devices that ensure that Qwest's facilities and the End User Customer's premises be protected from electrical surges. In such instances, CLEC must provide Qwest with written notice within ten (10) days that it had so disconnected the Qwest facilities from the protection device. CLECs will be liable for damages in situations where their technicians have failed to follow standard electrical protection and safety procedures. To the extent Qwest is damaged as a result of CLEC's failure to follow standard electrical protection and safety procedures, CLEC shall be liable to Qwest, subject to the indemnity and limitation of liability provisions of this Agreement.

### 9.5.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for access or modifications to an existing NID, and Exhibit A also provides Miscellaneous Charges.

9.5.3.1 If CLEC requests the current simple NID be replaced with a different simple NID, pursuant to Section 9.5.2.1, additional labor – other Miscellaneous Charges will be assessed with CLEC paying only for the portion of the change-out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates apply for unbundled access to the protector field in a Qwest NID, pursuant to Section 9.5.2.5. As of the Effective Date of this Agreement, Qwest has not implemented charges for this recurring rate element, but reserves the right to assess such a charge in the future.

9.5.3.3 When CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC as additional labor – other Miscellaneous Charges.

9.5.3.4 When Qwest makes rearrangements to the inside wire terminations or terminal enclosure pursuant to Section 9.5.2.1.5, charges will be assessed as additional labor – other Miscellaneous Charges.

9.5.3.5 CLEC will be charged for any change-out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change-out that is specific to CLEC's request for modified/additional capacity. Charges will be assessed as additional labor – other Miscellaneous Charges.

### 9.5.4 Ordering Process

9.5.4.1 Intentionally Left Blank.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the End User Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag its jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross connect field other than to the End User Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within ten (10) business days, if

the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag its jumper wire.

9.5.4.3 Subject to the terms of Section 9.5.4.2, CLEC may perform a NID-to-NID connection, according to Section 9.5.2.3, and access the End User Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

### **9.5.5 Maintenance and Repair**

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. This work is billed to CLEC as additional labor – other Miscellaneous Charges. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

## **9.6 Unbundled Dedicated Interoffice Transport (UDIT)**

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

### **9.6.1 Description**

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. UDIT also provides a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 Intentionally Left Blank.

9.6.1.3 Intentionally Left Blank.

### **9.6.2 Terms and Conditions**

9.6.2.0 Intentionally Left Blank.

9.6.2.0.1 Qwest shall unbundle DS1 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as

defined in Section 4 of this Agreement, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

9.6.2.0.1.1 On Routes for which no unbundling obligation for DS3 dedicated transport circuits exists but for which DS1 Dedicated Transport is available on an unbundled basis, CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits.

9.6.2.0.2 Qwest shall unbundle DS3 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 4 of this Agreement, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

9.6.2.0.2.1 CLEC may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is available on an unbundled basis.

9.6.2.0.3 Qwest shall make available to CLEC a list of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.6.2.0.4 All services provided in this Section 9.6 are subject to the Ratcheting criteria as provided in Section 9.1.1.9 of this Agreement.

9.6.2.0.5 All services provided in this Section 9.6, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as provided in Section 9.1.1.10 of this Agreement.

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous UDIT element from one point to another.

9.6.2.2 Intentionally Left Blank.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section 9.23, CLEC may utilize any form of Collocation at both ends of the UDIT. Qwest's design will ensure the cable between the Qwest-provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102.1993 "Digital Hierarchy – Electrical Interface; Annex B."



9.6.2.4 Intentionally Left Blank.

9.6.2.5 Intentionally Left Blank.

9.6.2.6 Intentionally Left Blank.

9.6.2.7 Intentionally Left Blank.

9.6.2.8 Intentionally Left Blank.

9.6.2.9 Upon CLEC request, Qwest will convert special access or private line circuits to UDIT, provided the service originates at CLEC's Collocation in the Serving Wire Center.

### 9.6.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for UDIT and also provides Miscellaneous Charges.

9.6.3.1 DS1 UDIT includes the following rate elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Wire Centers of the UDIT transmission path.
- c) Intentionally Left Blank.
- d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) Intentionally Left Blank.

9.6.3.2 DS3 UDIT rates include the following rate elements:

- a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.
- c) Intentionally Left Blank.

d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) Intentionally Left Blank.

9.6.3.3 DS0 UDIT includes the following rate elements:

a) DS0 Transport Termination (Fixed). This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile). This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Qwest Wire Centers.

c) DS0 Nonrecurring Charges. One-time charges apply for a specific work activity associated with installation of the DS0 service.

d) Low Side Channelization. Recurring charges apply for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.4 Intentionally Left Blank.

9.6.3.5 Intentionally Left Blank.

9.6.3.5.1 Intentionally Left Blank.

9.6.3.6 Nonrecurring charges apply for rearrangements of UDIT.

9.6.3.7 Intentionally Left Blank.

9.6.3.8 Intentionally Left Blank.

9.6.3.9 The following miscellaneous services, as described in Section 9.1.12, are available with UDIT. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – other

b) Cancellation

c) Design Change

d) Dispatch

e) Expedite

f) Maintenance of Service.

9.6.3.10 A nonrecurring charge is applied to the conversion of an existing private line/Special Access circuit to UDIT.

## 9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the Access Service Request (ASR) process. Ordering processes are contained in the Access to OSS Section of this Agreement.

9.6.4.1.2 Intentionally Left Blank.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate ASR. This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C of this Agreement.

9.6.4.1.4 Intentionally Left Blank.

9.6.4.1.5 An order may be canceled any time up to and including the Due Date/Service Date. Cancellation Miscellaneous Charges apply for such cancellations except when:

- a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or
- b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 Intentionally Left Blank.

9.6.4.4 Intentionally Left Blank.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 To convert an existing private line/special access circuit to UDIT, CLEC must submit two (2) ASRs to change the circuit identification, Network Channel Interface Code (NCI) and billing.

9.6.4.7 CLEC will submit an Access Service Request (ASR) for rearrangement including appropriate termination information (e.g., Connecting Facility Assignment

(CFA) or Network Channel Codes/Network Channel Interface Codes (NC/NCI) codes).

### **9.6.5 Maintenance and Repair**

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

### **9.6.6 Rearrangement**

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT terminations on CLEC's Demarcation Point or to change UDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g., CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

## **9.7 Unbundled Dark Fiber**

Dedicated dark fiber shall be made available to CLEC on an unbundled basis as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

### **9.7.1 Description**

Unbundled Dark Fiber (UDF) is a deployed, unlit strand or strands of fiber that connects two (2) Wire Centers within Qwest's network within the same LATA or state. UDF exists in two (2) distinct forms: (a) UDF interoffice facility (UDF-IOF), which constitutes a deployed route between two (2) Qwest Wire Centers; and (b) UDF MTE Subloop that begins at or near an MTE premises to provide access to MTE premises wiring. Deployed Dark Fiber facilities shall include all local exchange Dark Fiber Qwest owns directly or to which it has a right to access under agreements with any other party affiliated or not, that do not prohibit Qwest's ability to provide access to another Person or entity.

### **9.7.2 Terms and Conditions**

9.7.2.0 Qwest shall unbundle dark fiber transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications described in Section 4 of this Agreement, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire

Centers. As such, Qwest must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

9.7.2.0.1 Qwest shall make a list available to CLEC of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with Section 9.1. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 A point of technically feasible access is any point in Qwest's outside plant at or near an MTE premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the MTE premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

9.7.2.2.3 Intentionally Left Blank.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if CLEC requests Qwest to obtain and connect the electronic equipment, Qwest will follow the requirements of Section 9.19 in deciding whether or not to build the facilities for CLEC.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) or two (2) strands. CLEC may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of UDF MTE Subloop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2)

strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) Days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) Day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

9.7.2.6 Intentionally Left Blank.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 Intentionally Left Blank.

9.7.2.10 Upon thirty (30) Days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Intentionally Left Blank.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to Section 9.1.4 of this Agreement at both terminating points of the UDF-IOF. No Collocation is required in intermediate Wire Centers within a UDF or at Wire Centers where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Wire Centers.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 CLEC is responsible for all work activities at the MTE premises. All negotiations with the premises End User Customer and or premises owner are solely the responsibility of CLEC.

9.7.2.14 Intentionally Left Blank.

9.7.2.15 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access MTE Subloops.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one (1) termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 CLEC may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

9.7.2.17.2 Intentionally Left Blank.

9.7.2.17.3 Intentionally Left Blank.

9.7.2.18 If, within ten (10) Days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of CLEC's disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Intentionally Left Blank.

9.7.2.20 Intentionally Left Blank.

### 9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The

UDF inquiry is used to determine the availability of UDF.

9.7.3.1.1 CLEC must submit a UDF inquiry and CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5(b). Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF simple inquiry response and the complex inquiry response will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Connecting Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request, (UDF-IOF or UDF MTE Subloop), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an MTE. CLEC shall access the UDF MTE Subloop on the MTE Premises at a Technically Feasible point if possible. If access is not Technically Feasible on the MTE Premises, then CLEC may request access to UDF MTE Subloop at a Technically Feasible point near the MTE Premises. Qwest will prepare and submit to CLEC a quotation along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotations are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

9.7.3.3.2 Intentionally Left Blank.

9.7.3.3.3 Termination at Qwest Wire Center. If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF terminations at a Qwest Wire Center, Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.



9.7.3.4 An order may be canceled any time up to and including the Service Date.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Section 9.7.3.1 of this Agreement and receive a UDF inquiry response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a field verification that the route to be reserved is available. If CLEC does not obtain a field verification, CLEC assumes the risk that records upon which the UDF inquiry response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in Section 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

#### **9.7.4 Maintenance and Repair**

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of CLEC's disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

#### **9.7.5 Rate Elements**

Exhibit A provides recurring and nonrecurring rates for Dark Fiber and also provides Miscellaneous Charges.

9.7.5.1 Dark Fiber includes the following rate elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two (2) Qwest Wire Centers. A complex IRI is used to determine if a UDF MTE Subloop is available. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers. Qwest will prepare a quotation which will explain what work activities, timeframes, and additional costs, including recurring and non-recurring costs, are associated with providing

access to this FDP location. This quotation will be good for thirty (30) Days. The FVQP is not necessary when the request is between Qwest Wire Centers (i.e., simple IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge assessed in the context of the reservation.

c) Engineering Verification. This rate element is an additional records check for Unbundled Dark Fiber MTE Subloop.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - Single Strand - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two (2) UDF-IOF terminations apply per cross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

b) UDF-IOF Fiber Transport, (Per Strand) Rate Element. This recurring rate element applies per strand. This rate element provides a transmission path between Qwest Wire Centers. This rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per strand. Cross connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

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9.7.5.2.3 Intentionally Left Blank.

9.7.5.2.4 Unbundled Dark Fiber - Order Charge, First Strand/Route, Per Order.

9.7.5.2.4.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the strand. The element applies for the first strand that is requested to terminate at a single location.

9.7.5.2.5 Unbundled Dark Fiber - Order Charge, Each Additional Strand/Route, Per Order.

9.7.5.2.5.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber strand. The element applies to each additional strand ordered to the same location, on the same request.

9.7.5.2.6 Unbundled Dark Fiber per Pair - IOF Rate Elements

9.7.5.2.6.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair at each end of the facility. Termination charges apply for each intermediate Central Office terminating at an FDP or like cross connect point.

9.7.5.2.6.2 UDF-IOF Fiber Transport, (Pair) Rate Element. This rate element is a recurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

9.7.5.2.7 UDF-IOF Fiber Cross Connect Rate Element.

9.7.5.2.7.1 This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point. A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross connect charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

9.7.5.2.8 Unbundled Dark Fiber - Order Charge, First Pair/Route, Per Order.

9.7.5.2.8.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the pair. The element applies for the first pair that is requested to terminate at a single location.

9.7.5.2.9 Unbundled Dark Fiber- Order Charge, Each Additional Pair/Route, Per Order, Per Location, Per Request.

9.7.5.2.9.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber pair. The element applies to each additional pair ordered to the same location, or subsequent locations for CLEC.

9.7.5.2.10 Unbundled Dark Fiber Splice.

9.7.5.2.10.1 This rate element is the nonrecurring charge assessed for the splice location, if required, to make the UDF MTE Subloop accessible. This rate element is for the work performed at the accessible first

manhole or splicing location associated with an UDF MTE Subloop order.

**9.7.5.2.11 Unbundled Dark Fiber MTE Subloop.**

9.7.5.2.11.1 This rate element includes recurring and nonrecurring charges assessed for the UDF MTE Subloop and it is ICB (Individual Case Basis).

9.7.5.2.12 **Miscellaneous Services.** The following miscellaneous services, as described in Section 9.1.12, are available with Dark Fiber. Miscellaneous Charges apply for miscellaneous services.

- a) Cancellation
- b) Dispatch
- c) Maintenance of Service.

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**9.18 Additional Unbundled Elements**

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

**9.19 Construction Charges**

Qwest will assess whether to build for CLEC in the same manner that it assesses whether to build for itself. Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges as described in this Section 9.19. When CLEC orders the same or substantially similar service

available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer.

9.19.1 Qwest reserves the right to determine if Qwest will undertake requested construction. Some circumstances under which Qwest will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If Qwest agrees to construct a network element, the following will apply.

9.19.2 CLEC may request that Qwest construct new facilities for use in providing services offered as Unbundled Network Elements (UNEs) using the CLEC-Requested Unbundled Network Elements Construction ("CRUNEC") method. CRUNEC is not required for requests that can be resolved through facility work or assignments. CRUNEC is not available for requests for facilities that are not offered as UNEs. Qwest's CRUNEC applies to the following Wholesale products and services:

- ™ Enhanced Extended Loop (EEL)
- ™ Unbundled Subloop
- ™ Unbundled Dark Fiber (UDF)
- ™ Unbundled Dedicated Interoffice Transport (UDIT)
- ™ Unbundled Local Loop

9.19.2.1 To make a request for construction of facilities, CLEC must submit a CRUNEC request by contacting the Qwest service manager.

### 9.19.3 Rates for CRUNEC

9.19.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Records Quotation, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on Qwest. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

9.19.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the CRUNEC quotation. The CRUNEC quotation provides the amount CLEC will pay should it agree to pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if CLEC accepts the quoted CRUNEC price and agrees to pursue construction.

9.19.3.2.1 CLEC may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the CRUNEC quotation, at any time after receiving notification that facilities are not available to complete a service request.

9.19.3.3 Qwest will retain the CQPF if CLEC chooses not to proceed with the construction. At any point after remitting payment for construction, if CLEC decides to begin but then to discontinue construction, Qwest will refund the Construction payment,

excluding expenditures already incurred by Qwest for work completed (including work Engineered, Furnished and/or Installed (EF&I)). Qwest will provide a brief description of work completed.

**9.19.3.3.1 EF&I is defined as:**

- ™ Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- ™ Furnished material cost
- ™ Installation labor costs to complete the work order

**9.19.3.4** The amount of the CRUNEC quotation is determined using the same financial analysis criteria, and costs to recover for EF&I, that Qwest uses to assess whether to build the equivalent facilities for itself.

**9.19.3.5** Rates are included in Exhibit A to this Agreement.

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**9.21 Line Splitting**

**9.21.1 Description**

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service when CLEC obtains switching as a Network Element pursuant to a separate written agreement. Line Splitting uses the frequency range above the voice band on a single Loop for the advanced data service. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A Splitter must be inserted into the Loop to accommodate establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

**9.21.2 Terms and Conditions**

**9.21.2.1 General**

**9.21.2.1.1** The Customer of record (the voice service provider) will order the insertion of a Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

**9.21.2.1.2** To order Line Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

**9.21.2.1.3** CLEC/DLEC may provide any xDSL services that are compatible with CLEC's voice service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given Line Splitting arrangement.

9.21.2.1.5 The Customer of record will be able to request conditioning on the Unbundled Loop portion of the Line Splitting arrangement. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC: via the standard Collocation arrangements set forth in the Collocation Section; of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for other split services under this Agreement.

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9.21.2.1.8 Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

### **9.21.3 Rate Elements**

The following Line Splitting rate elements are contained in Exhibit A of this Agreement.

#### **9.21.3.1 Recurring Rates for Line Splitting.**

9.21.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications. See Section 12 of Exhibit A.

#### **9.21.3.2 Nonrecurring Rates for the Line Splitting**

9.21.3.2.1 Basic Installation Charge for Line Splitting – A nonrecurring charge for each Line Splitting arrangement installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with Line Splitting – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the voice service.

#### **9.21.3.3 Nonrecurring Rates for Maintenance and Repair**

9.21.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Access to OSS- Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A, Section 9.20.4.

9.21.3.4 Rates for Splitter Collocation are included in Section 8.1.20 of Exhibit A of this Agreement.

9.21.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

#### **9.21.4 Ordering Process**

##### **9.21.4.1 Line Splitting**

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Qualification and Raw Loop Data Tools described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Loop.

9.21.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.21.4.1.3 Basic Installation “lift and lay” procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician “lifts” the Loop from its current termination in a Qwest Wire Center and “lays” it on a new termination connecting to CLEC’s/DLEC’s collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of record shall not place orders for Line Splitting until all work necessary to provision Line Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If the voice service is disconnected on a Line Splitting arrangement, the Line Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.



9.21.4.1.6 The Customer of record (the voice service provider) shall submit the appropriate LSR's associated with establishing Line Splitting.

#### **9.21.5 Billing**

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9.21.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Line Splitting rate elements.

#### **9.21.6 Repair and Maintenance**

9.21.6.1 Qwest will allow CLEC/DLEC to access Line Splitting at the point where the combined voice and data Loop is cross-connected to the Splitter.

9.21.6.2 The Customer of record will be responsible for reporting to Qwest voice service troubles provided over Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the demarcation point in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

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9.21.6.4 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one (1) unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.5 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address End User initiated repair requests and to prevent adverse impacts to the End User.

#### **9.21.7 Customer of Record and Authorized Agents**

9.21.7.1 "Customer of record" is defined for purposes of this section as the CLEC that is providing the voice service. Qwest will bill the Customer of Record for Line Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform Ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized

agent to access the records of the Customer of record. Such access will be managed by the Customer of Record.

9.21.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

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## **9.23 Unbundled Network Element Combinations**

### **9.23.1 General Terms**

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements, including but not limited to, Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for Technical Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combinations accessed by CLEC, except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC.

9.23.1.2.2 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 request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the Connecting Facility Assignment (CFA) of CLEC's network demarcation (e.g., Collocation or

multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with access services. All requests for combinations and Commingling will be subject to the terms and conditions in Section 9.1. In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and operator services platforms.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network Elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

### 9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: EEL, subject to the limitations set forth below. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all of the UNEs included in the combination request, and their associated Billing rate elements are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire and execute an amendment before ordering such products.

### 9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

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9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of Section 9.6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 9.2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from private line/special access or as new installation subject to the terms of Section 9.1.1.

9.23.3.7.1 Service Eligibility Criteria in Section 9.1.1.10 apply to combinations of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 Unbundled Dedicated Interoffice Transport (UDIT) to create high capacity EELs unless CLEC certifies to Qwest that the EELs meet the Service Eligibility Criteria in Section 9.1.1.10.

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9.23.3.7.2.9 Intentionally Left Blank.

9.23.3.7.2.10 Intentionally Left Blank.

9.23.3.7.2.11 CLEC may request the conversion of an existing private line/special access service to an EEL. Retail and/or resale private line circuits (including multiplexing) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of Section 9.1.1. Qwest will provide CLEC with conversions to EELs according to the standard intervals set forth in Exhibit C. Work performed by Qwest to provide Commingled EELs at CLEC's request or to provide services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled EEL service arrangement. Provisioning intervals applicable to services included in a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to provide for the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

9.23.3.7.2.11.1 Intentionally Left Blank.

9.23.3.7.2.12 EEL is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to CLEC's Collocation. EEL can also be ordered as a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 Intentionally Left Blank.

9.23.3.7.2.12.3 One (1) end of the interoffice facility of a

high capacity EEL must originate at CLEC's Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from CLEC's Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (multiplexed EEL).

9.23.3.7.2.12.5 Intentionally Left Blank.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and in the Service Interval Guide (SIG) on the following web site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Intentionally Left Blank.

9.23.3.7.2.12.8 EEL is available only where existing facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other End User Customers, Qwest will build facilities to enable the delivery of EEL at the desired location.

9.23.3.7.2.12.9 Rearrangements may be requested for work to be performed by Qwest on an existing EEL or on some private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

#### 9.23.3.8 Ordering

9.23.3.8.1 Intentionally Left Blank.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.23.3.8.4 Intentionally Left Blank.

9.23.3.8.5 One (1) LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL and EEL Loops must be ordered on separate LSRs.

9.23.3.8.6 Out of Hours Project Coordinated Installations: CLEC may request project coordinated installations outside of Qwest's standard installation hours. This permits CLEC to obtain a coordinated installation for EEL where CLEC requests work to be performed outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays.

Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.23.3.8.6.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.23.3.8.6.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

#### 9.23.3.9 Rate Elements

Exhibit A provides recurring and nonrecurring rates for EEL and also provides Miscellaneous Charges.

9.23.3.9.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1, and DS3 bandwidths. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.23.3.9.5 Intentionally Left Blank.

9.23.3.9.6 Rearrangements. Nonrecurring charges apply for work performed by Qwest on an existing EEL or on private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

9.23.3.9.7 Nonrecurring charges apply for conversions of private line/Special Access to EEL.

9.23.3.9.8 Miscellaneous Charges. The following miscellaneous services, as described in Section 9.1.12, are available with EEL. Miscellaneous Charges

apply for miscellaneous services.

- a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges for the installation
- b) Additional labor – other Miscellaneous Charges apply for Optional Testing
- c) Cancellation
- d) Design change
- e) Dispatch
- f) Expedite
- g) Maintenance of Service.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 Intentionally Left Blank.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein shall be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination.

9.23.3.14 Intentionally Left Blank.

9.23.3.15 Intentionally Left Blank.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service



on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 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. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC 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, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

#### **9.23.4 Rates and Charges**

9.23.4.1 The rates and recurring and nonrecurring charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination.

9.23.4.1.3 Miscellaneous Charges will apply based upon Qwest providing miscellaneous services, if made available, with UNE combination.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 Intentionally Left Blank.

9.23.4.5 Intentionally Left Blank.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

### 9.23.5 Ordering Process

9.23.5.1 UNE Combinations and associated products and services are ordered via an LSR or ASR, as appropriate. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Intentionally Left Blank.

9.23.5.1.2 Intentionally Left Blank.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR, as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes is located in the Qwest Product Catalog (PCAT).

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due Date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR) made through the IMA, EDI or Exact interfaces or through facsimile. For EEL, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 Intentionally Left Blank.

9.23.5.6 Intentionally Left Blank.

9.23.5.7 For EELs, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

### 9.23.6 Intentionally Left Blank

### 9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

## 9.24 Loop Splitting

### 9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

9.24.1.1 With regard to Qwest's current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its Agreement to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

### 9.24.2 Terms and Conditions

#### 9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop.

9.24.2.1.4.1 The Customer of Record will be able to request

conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of Record shall pay to convert back to an analog Loop.

9.24.2.1.5 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Collocation Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for other split services provided under this Agreement, except for the additional CLEC-to-CLEC connection, which is required for Loop Splitting.

### 9.24.3 Rate Elements

Recurring and nonrecurring charges for the following Loop Splitting rate elements are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

#### 9.24.3.1 Recurring Rates

9.24.3.1.1 Interconnection Tie Pairs (ITP) - A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

#### 9.24.3.2 Nonrecurring Rates

9.24.3.2.1 Basic Installation Charge – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Miscellaneous Charges. All miscellaneous services as described in Section 9.1.12 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

9.24.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

## 9.24.4 Ordering Process

### 9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of Record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of Record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If the voice service is disconnected on a Loop Splitting arrangement, the Loop Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

## 9.24.5 Intentionally Left Blank

## 9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.24.6.2 The Customer of Record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site.

### 9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the voice service provider. Qwest will bill the Customer of Record for Loop Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.24.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm Customer of Record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

### 9.25 Loop-Mux Combination (LMC)

#### 9.25.1 Description

9.25.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.25.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.25.1.3 Qwest offers the LMC Loop as a billing conversion or as new provisioning.

#### 9.25.2 Terms and Conditions

9.25.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

9.25.2.2 LMC Loops will be provisioned where existing facilities are available.

9.25.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.25.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

9.25.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.25.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

### 9.25.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for LMC and also provides Miscellaneous Charges.

9.25.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply.

9.25.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges.

9.25.3.3 Nonrecurring charges apply for billing conversions to LMC Loop.

9.25.3.4 Nonrecurring charge apply for rearrangements of an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

9.25.3.5 Nonrecurring charges apply for conversion of private line/special access to LMC.

9.25.3.6 Miscellaneous Charges. The following miscellaneous services, as described in Section 9.1.12, are available with LMC. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges for the installation

b) Additional labor – other Miscellaneous Charges apply for Optional Testing

- c) Cancellation
- d) Design change
- e) Dispatch
- f) Expedite
- g) Maintenance of Service

#### **9.25.4 Ordering Process**

9.25.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.25.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

9.25.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

9.25.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

9.25.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

9.25.4.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

9.25.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at [www.qwest.com/wholesale](http://www.qwest.com/wholesale).

9.25.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Thanksgiving Day and Christmas Day.

9.25.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours project coordinated installation. This permits CLEC to obtain a coordinated installation for LMC Loops with installation work performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local



time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.25.4.5.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.25.4.5.2 To request out of hours project coordinated installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

#### **9.25.5 Intentionally Left Blank**

#### **9.25.6 Maintenance and Repair**

9.25.6.1 Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Tariff. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

## **Section 10.0 – ANCILLARY SERVICES**

### **10.1 Intentionally Left Blank**

### **10.2 Local Number Portability**

#### **10.2.1 Description**

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Qwest will allow CLEC to port telephone numbers for its End User Customers in the same manner as Qwest ports telephone numbers for Qwest End User Customers. CLEC may port telephone numbers into and out of Qwest End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

#### **10.2.2 Terms and Conditions**

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the End User Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User Customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User Customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that telephone number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to CLEC's End Office Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. Qwest will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

### 10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System

(LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

#### **10.2.4 Database and Query Services**

10.2.4.1 The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customers using a ported telephone number. Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Switch Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one (1) telephone number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP-capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's End User Customers as compared to the service Qwest provides its own End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting telephone numbers from one Carrier to another so as to limit service outage for the ported End User Customer. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

#### **10.2.5 Ordering**

10.2.5.1 Both Parties shall comply with industry ordering standards, NANC LNP Process Flows, LNPA-WG Best Practices as developed by the industry, and appropriate Commission and FCC Porting Orders. The Parties will do so on a reciprocal basis so that end users of both parties are allowed to port their numbers in accordance with FCC mandate and Commission rules without undue delay or hardship. LNP service is ordered

via a Local Service Request and associated LNP forms. CLEC may order LNP either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for both Parties for LNP are located in the Qwest Service Interval Guide (SIG). Additional information can be found in the Product Catalog for LNP. These intervals include the cutoff times for order receipt and the time for Firm Order Confirmation (FOC).

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for managed cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the End User Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (mountain time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All

requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the managed cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., End User Customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for managed cuts. CLEC understands and agrees that in the event CLEC does not make payment for managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, Qwest shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP managed cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoration of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that CLEC's Loop has been successfully installed.

## **10.2.6 Maintenance and Repair**

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest End User Customers to CLEC End User Customers with ported telephone numbers or vice versa.

## **10.2.7 Rate Elements**

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for Local Number Portability.

## **10.3 911/E911 Service**

### **10.3.1 Description**

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP)



to route the call.

### **10.3.2 Terms and Conditions**

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the state End User Customer taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

### **10.3.3 E911 Database Updates**

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

### **10.3.4 E911 Database Updates for Facilities-Based CLECs**

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

### **10.3.5 E911 Database Updates for Resale Based CLECs**

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

### **10.3.6 E911 Database Accuracy**

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to

Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facilities-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

### **10.3.7 E911 Interconnection**

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to CLEC's demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk

groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For facilities-based CLEC using its own switch(es), Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For CLEC's resale local exchange lines, Qwest shall provide access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

### **10.3.8 E911 and Number Portability**

10.3.8.1 When a Qwest telephone number is ported out, receiving CLEC shall be responsible to update the ALI/DMS database. When CLEC's telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

## **10.4 White Pages Directory Listings Service**

### **10.4.1 Description**

White Pages Directory Listings Service consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's Listings database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer Listings as noted below.

### **10.4.2 Terms and Conditions**

10.4.2.0 White Pages Directory Listings Service is provided to reseller CLEC with CLEC's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. White Pages Directory Listings Service is available to facilities-based CLEC as described in this Section.

10.4.2.1 Reseller CLEC and facilities-based CLEC using Qwest's switching services to provide local Exchange Service will provide, and facilities-based CLEC using its own or a third party's Switch(es) may provide, to Qwest, in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy Listings.

10.4.2.1.1 Qwest will accept one (1) primary Listing for each main telephone number belonging to CLEC's resale and facilities-based End User Customers at no monthly recurring charge.

10.4.2.1.2 CLEC will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and

nonpublished) at Qwest's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. CLEC will be charged for its facilities-based premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at market-based prices contained in Exhibit A. Primary Listings and other types of Listings are defined in the Qwest General Exchange Tariffs.

#### 10.4.2.2 Intentionally Left Blank.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." Qwest will furnish CLEC Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC.

10.4.2.4 If CLEC provides its End User Customer's Listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer Listings information for use in its Directory Assistance Service as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer Listings will be treated the same as Qwest's End User Customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. 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. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's Listings databases. CLEC will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariff(s) limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages directory Listings for all CLEC's and Qwest's End User Customers. All requests for white pages directory listings, whether for CLEC or Qwest End User Customers,

follow the same processes for entry into the Listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate CLEC's nonpublished and nonlisted Listings provided that CLEC has supplied Qwest the necessary privacy indicators on such Listings.

10.4.2.10 CLEC's white pages directory listings will be in the same font and size as Listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC's and Qwest's subscribers. CLEC's Listings will be provided with the same accuracy and reliability as Qwest's End User Customer Listings. Qwest will ensure CLEC's Listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customer Listings.

10.4.2.12 For CLEC's End User Customers whose Listings CLEC provides to Qwest for submission to its official directory publisher, Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that Listings provided to Qwest are accurate and complete. All third party Listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all Listings information provided to Qwest, including End User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Intentionally Left Blank.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying Qwest with the applicable Listing information. Qwest understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and CLEC represents and warrants that listings CLEC submits to Qwest reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

10.4.2.16 CLEC agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized or manual format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.

10.4.2.18 Prior to placing Listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 For Listings that CLEC submits to Qwest, Qwest will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on Qwest's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of its Listings to be included in the white pages directory and in Qwest's Directory Assistance Service.

10.4.2.21 CLEC may review and if necessary edit its 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 Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber list information gathered in Qwest's capacity as a provider of local Exchange Service on a timely 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 nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with 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 or contractor 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 Current 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 End User 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 locate service; and (6) contact the special needs center for End User Customers with disabilities.

10.4.2.27 If CLEC submits its End User Customer Listings to Qwest through a service bureau or other type of third party (agent), CLEC and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to Qwest, that shall include, but not be limited to, the following terms:

10.4.2.27.1 That the agent is authorized by CLEC to submit Listings to Qwest on its behalf and to work with Qwest in resolving any issues surrounding its Listing submissions; and

10.4.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting CLEC's End User Customers' Listings to Qwest.

10.4.2.27.3 CLEC's use of an agent in submitting its End User Customers' Listings to Qwest shall not alter CLEC's obligations under this Agreement and CLEC shall remain primarily liable for covenants and responsibilities under this Agreement.

#### **10.4.3 Rate Elements**

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium and Privacy Listings.

#### **10.4.4 Ordering Process**

10.4.4.1 Qwest provides training on white pages directory 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/pcat/>) 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-EDI, IMA-GUI, or by facsimile.

## 10.5 Directory Assistance Service

### 10.5.1 Description

10.5.1.1 Directory Assistance Service is a voice service that Qwest provides to its own End User Customers, reseller and/or facilities-based CLEC, and to other Telecommunications Carriers. Directory Assistance Service provided to CLEC includes non-discriminatory access to Qwest's Directory Assistance centers, services, and Directory Assistance Databases. Directory Assistance Service provides voice callers published and nonlisted listing information, which is comprised of name and telephone number, and address if available, as contained in Qwest's then-current Directory Assistance Database and in the national Directory Assistance Database that is accessed by Qwest. Directory Assistance Service is available with CLEC-specific branding, generic branding and with Directory Assistance Call Completion service options, where available. If facilities-based CLEC chooses to access Qwest's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable.

#### 10.5.1.1.1 Directory Assistance Service.

10.5.1.1.1.1 Local Directory Assistance Service. Provides CLEC's End User Customers published and non-listed Listing information within the caller's LATA that are included in Qwest's then-current Directory Assistance Database.

10.5.1.1.1.2 National Directory Assistance Service. Provides CLEC's End User Customers published and nonlisted listing information from the database of the national Directory Assistance Services vendor selected and accessed by Qwest.

10.5.1.1.1.3 Call Branding Service. Provides CLEC Local and national Directory Assistance Service that is branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific Call Branding and generic branding are optional services available to CLEC.

a) Front End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User Customer at the start of the call.

b) Back End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User Customer at the completion of the call.

- c) Intentionally Left Blank.
- d) Qwest will record CLEC's specific brand message.

10.5.1.1.1.4 Call completion service allows CLEC's End User Customers' local/intraLATA calls to be completed, where available.

10.5.1.1.2 Intentionally Left Blank.

10.5.1.1.3 Intentionally Left Blank.

## 10.5.2 Terms and Conditions

10.5.2.0 Directory Assistance Service accessed over CLEC's resold local exchange lines includes terms and conditions (except prices) for Directory Assistance Service in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Directory Assistance Service is available to facilities-based CLEC as described in this Section unless otherwise noted. If facilities-based CLEC chooses to access Qwest's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Directory Assistance Service is available to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.2.1 Intentionally Left Blank.

10.5.2.2 Qwest's Directory Assistance Database is the database owned and maintained by Qwest which contains only those published and non-listed telephone number Listings obtained by Qwest from its own End User Customers, other Telecommunications Carriers and Providers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facilities-based CLEC using its own or a third party's Switch(es) 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 (1) 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 Service 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 CLEC-specific Call Branding for Directory Assistance requires recording CLEC's name.

10.5.2.6 Intentionally Left Blank.

10.5.2.7 Intentionally Left Blank.

10.5.2.8 Reseller CLEC's End User Customers will use the same dialing pattern to access Directory Assistance Service as used by Qwest's End User Customers (i.e., 411, 555-1212, or NPA+555-1212).

10.5.2.9 Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User Customers dial a unique number or use the same dialing pattern as Qwest End User Customers use to access Qwest Directory Assistance Service.

10.5.2.10 Qwest will timely enter into its directory assistance database updates of CLEC's Listings that CLEC provides to Qwest as described in Section 10.4. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to End User Customers calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, where CLEC supplies its Listings to Qwest, CLEC may request a comprehensive audit of Qwest's use of CLEC's Listings for Directory Assistance Service. 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 Listings for Directory Assistance Service 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 Listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Listings for Directory Assistance Service 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 Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement.

### **10.5.3 Rate Elements**

The following rate elements apply to Directory Assistance Service. Directory Assistance Service is provided to CLEC for resale with resold local exchange lines at the Qwest retail price less the wholesale discount contained in Exhibit A, if any. Directory Assistance Service is provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.3.1 A per-call rate applies for Local Directory Assistance and for national Directory Assistance Services.

10.5.3.2 Intentionally Left Blank

10.5.3.3 A per-call rate is applicable for call completion service.

#### **10.5.4 Ordering Process**

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." 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 service.

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 Call completion service will be charged at the per call rate when the End User Customer completes the required action (i.e., "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 (DAL) information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs and Provider Subscribers 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 and/or Provider Subscribers who have non-published Listings, Qwest shall provide the End User Customer's and/or Provider Subscriber's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the Listing; however, Qwest will not provide the non-published telephone number in DAL information. DAL information includes privacy and use restriction indicators as requested by Qwest's retail End User Customers and by Carriers and Providers. Except for DAL information of Provider Subscribers, DAL information is provided pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. DAL information shall be provided to CLEC at market-based prices contained in Exhibit A.

10.6.1.2 Qwest will provide DAL information via initial loads and daily updates by means of Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DAL information overnight on a daily basis after database updates have been processed. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DAL information shall specify whether the Qwest End User Customer is a residential, business, or government subscriber, and the Listings of other Carriers and/or Providers will specify such information where it has been provided on the Carrier's or Provider's Listing order.

10.6.1.4 In the event CLEC requires a reload of DAL 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 If CLEC purchases use of DAL information under this Agreement, Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to DAL information for purposes of providing Directory Assistance Services and for other lawful purposes subject to the terms and conditions of this Agreement. CLEC is solely responsible for its lawful use of DAL information obtained under this Agreement pursuant to Section 251(b)(3) of the Act, including, but not limited to, use of such information only for purposes permitted, or not prohibited by, the Act, federal and state laws, rules, and regulations, the FCC's orders, rules and regulations, and the Commission's orders, rules, and regulations. As it pertains to the use of DAL information in this Agreement, "Directory Assistance Services" shall mean the provision by CLEC, via telephone, via a live operator or mechanized system, of telephone number and address information for an identified name or the name and/or address for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier or a competing provider of telephone Exchange Service or telephone toll service, or this Agreement is terminated, 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 User Customers provided to CLEC in DAL information are accurate and complete. All third party DAL information is provided AS IS, WITH ALL FAULTS. Qwest shall review all of its End User Customer Listings information provided to CLEC, including, but not limited to, End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.1.2 CLEC must not and will not (i) use DAL information for purposes of directory publishing or (ii) sublicense, sell, provide or otherwise transfer DAL information to directory publishers for purposes of directory publishing.

10.6.2.1.3 Listings included in Qwest's DAL information and marked to indicate a restriction on use, or to indicate a restriction on inclusion of DAL information in Directory Assistance Services applications, shall be used by CLEC

only in a manner that is consistent with each such restriction and that does not violate a restriction, including, but not limited to the following.

10.6.2.1.3.1 Restriction indicators on DAL information include:

- ™ Privacy indicators, including, but not limited to, nonpublished and nonlisted indicators;
- ™ No solicitation indicators;
- ™ Omit from address directories indicators; and
- ™ Omit from telemarketing, direct mail, and e-mail lists indicators.

10.6.2.1.3.2 Nonpublished Listings information provided in DAL information shall not be used for any purpose except for providing Directory Assistance Services. When used in Directory Assistance Services applications, nonpublished Listings shall not be used for any purpose other than in matching a search query. The nonpublished subscriber name and address, while supplied to CLEC in DAL information, shall not be provided to any person other than the operator responding to the End User Customer Directory Assistance Services query.

10.6.2.2 If CLEC purchases use of DAL information under this Agreement, CLEC will obtain and timely enter into its directory assistance database daily updates of the DAL information, will implement quality assurance procedures such as random testing for directory assistance Listing accuracy, and will identify itself to End User Customers calling its Directory Assistance Services either by company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.6.2.3 Intentionally Left Blank.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DAL information it provides under this Agreement. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of End User Customers and/or Provider Subscribers to a third party calling its Directory Assistance Services for such information, the fact that such End User Customers and/or Provider Subscribers subscribe to Qwest's or another Carrier's Telecommunications Services or to a Provider's services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 Each Party shall take commercially reasonable and prudent measures to prevent unlawful use of DAL 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 DAL information when contained in any database.

10.6.2.5.1 Unauthorized use of DAL information, or any disclosure to a third party of the fact that an End User Customer or Provider Subscriber, whose

Listing is furnished in the DAL information, subscribes to Qwest's or another Carrier's Telecommunications Services or to a Provider's 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 termination of this Agreement, CLEC shall (a) return and cease using any and all DAL information which it has in its possession or control, (b) extract and expunge any and all copies of such DAL 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 CLEC's officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers and/or Providers if the certification pertains to such Carriers' and/or Providers' DAL information contained in Qwest's Directory Assistance 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 Customer and/or Provider Subscriber information contained within the DAL information. CLEC must remove from its database any telephone number for an End User Customer or a Provider Subscriber whose Listing has become non-published when so notified by Qwest or such End User Customer or Provider Subscriber.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DAL 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 DAL information provided under this Agreement 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 twelve (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 DAL information that it provides under this Agreement in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Section 10.6.

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

10.6.2.9 CLEC recognizes that certain Carriers and/or Providers who have provided DAL information that is included in Qwest's Directory Assistance 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 DAL information.

10.6.2.9.1 CLEC indemnifies Qwest for any and all loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including, but not limited to, attorneys' fees) raised by these Carriers and/or Providers, whether formal or informal and will handle all communications with these Carriers and/or Providers regarding this matter.



10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers and/or Provider Subscribers 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 Services and purchases Qwest's DAL product.

10.6.2.11 All of the provisions of Section 10.6.2 of this Agreement will survive expiration or termination of this Agreement.

### **10.6.3 Rate Elements**

Recurring and nonrecurring rate elements for DAL information are described below and rates are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Directory Assistance 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 Directory Assistance 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 DAL information in the Directory Assistance Database.

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

10.6.3.5 Output Charges -- Media charges resulting from the electronic transmission of the DAL information.

### **10.6.4 Ordering**

10.6.4.1 CLEC may order the initial DAL information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, on a state-specific basis, or, where Technically Feasible, CLEC may order the initial DAL 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 DAL 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 (operator services) are a family of offerings that assist CLEC's resale and facilities-based End User Customers in making and receiving EAS/local and IntraLATA toll calls. Operator services provided to CLEC include non-discriminatory access to Qwest operator service centers, services, and personnel. If facilities-based CLEC using Qwest's, its own, or a third party's Switch(es) chooses to access Qwest's operator services, they are provided to CLEC under this

Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Operator services shall be provided to CLEC as a facilities-based provider at the market-based rates contained in Exhibit A.

10.7.1.1.1 EAS/Local and IntraLATA Assistance. Assists CLEC End User Customers requesting help or information on making and receiving EAS/local and IntraLATA toll calls, connects CLEC End User Customers to Qwest's Directory Assistance Service, 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 Intentionally Left Blank.

10.7.1.1.3 Emergency Assistance. Provides assistance for handling CLEC's 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 CLEC's End User Customers request assistance from the operator bureau to determine if a 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 CLEC's End User Customers request 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 – Provides time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.1.1.7 CLEC-Specific Call Branding Service. Provides CLEC's End User Customers the operator services listed in this Section branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific and generic Call Branding are optional services available to CLEC.

10.7.1.1.7.1 Front End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User Customer at the start of the call.

10.7.1.1.7.2 Back End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User Customer at the completion of the call.

## 10.7.2 Terms and Conditions

10.7.2.0 Operator services accessed over CLEC's resold local exchange lines include terms and conditions (except prices) for operator services in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. Operator services are available to facilities-based CLEC as described in this Section 10.7, unless otherwise noted.

10.7.2.0.1 Qwest does not authorize CLEC to offer Qwest the incumbent Local Exchange Carrier (ILEC) as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers on Qwest's behalf. If CLEC assigns Qwest the ILEC, LPIC 5123, to CLEC's existing or new End User Customers, Qwest will bill reseller CLEC for IntraLATA Toll services at the Qwest retail rate less the wholesale discount contained in Exhibit A, if any, and will bill facilities-based CLEC at the rates contained or referenced in Exhibit A, and Qwest will not directly bill CLEC's End User Customers for such IntraLATA Toll services.

10.7.2.0.2 If CLEC assigns Qwest the ILEC, PIC 5123, to CLEC's existing or new End User Customers, transport beyond Qwest's local interoffice network for IntraLATA Toll services will be provided over Qwest's IntraLATA Toll network. Routing tables resident in Qwest's Switch(es) will direct CLEC's traffic over Qwest's interoffice message trunk network.

10.7.2.0.3 If, during the term of this Agreement, Qwest the ILEC offers IntraLATA Toll services directly to CLEC's End User Customers, Qwest will establish its own billing relationship with such End User Customers, and Qwest will not bill CLEC, and CLEC shall have no obligation to pay Qwest, for such IntraLATA Toll services Qwest provides to CLEC's End User Customers.

10.7.2.1 For facilities-based CLEC using its own or a third party's Switch(es), 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 facilities-based CLEC using its own or a third party's Switch(es), CLEC must provide an operator service trunk between CLEC's End Office Switch 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 Facilities-based CLEC using its own or a third party's Switch(es) 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, including making and receiving EAS/local and IntraLATA Toll calls. 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 notice to CLEC on a timely basis consistent with Commission rules and notice requirements.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the operator services. Facilities-based CLEC using its own or a third party's Switch(es) 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 Intentionally Left Blank.

10.7.2.11 CLEC-specific Call Branding for operator services includes recording and setting up CLEC's brand message and loading the brand message into Qwest's Switch(es). Qwest will record CLEC's brand message.

10.7.2.12 Intentionally Left Blank.

10.7.2.13 Reseller CLEC's End User Customers dial the same number Qwest's own End User Customers dial to access operator services, including "0" or "0+." Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as used by Qwest End User Customers.

### 10.7.3 Rate Elements

The following rate elements apply to operator services. Operator services are provided to CLEC for resale with resold local exchange lines at the Qwest retail price less the wholesale discount contained in Exhibit A, if any. Operator services are provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.7.3.1 Operator services are priced on a per call basis, as follows.

10.7.3.1.1 Operator Services Calls – Charges apply for each completed call handled by operator services, including EAS/local calls and IntraLATA toll calls made, or received and accepted, by CLEC's End User Customer.

10.7.3.1.2 Intentionally Left Blank.

10.7.3.1.3 Intentionally Left Blank.

10.7.3.1.4 Intentionally Left Blank.

10.7.3.1.5 Intentionally Left Blank.

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

10.7.3.1.7 Busy Line Interrupt – Charges apply 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 – Charges apply for operator assistance whether a call is completed or not, that does not otherwise generate an operator surcharge as described in this Section. 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 CLEC's End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quotation service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that CLEC's End User Customer makes contact with the location, telephone number, person or extension designated by the End User Customer.

10.7.3.2 Intentionally Left Blank.

10.7.3.3 CLEC-Specific Call Branding Nonrecurring Charges. Qwest will charge CLEC a nonrecurring set-up and recording fee for establishing CLEC-specific Call Branding, and for loading CLEC's brand message in Qwest's Switch(es). CLEC must pay such nonrecurring charges prior to commencement of CLEC-specific branding. The nonrecurring charges apply each time CLEC's brand message is changed. The nonrecurring charge to load the Switches with 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 Competitive Local Exchange Carriers." 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 made and received by CLEC's End User Customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on calls made and received by CLEC's End User Customers.

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 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.

10.7.5.4 Qwest shall provide to CLEC usage information within Qwest's control with respect to calls originated by or terminated to CLEC's End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers. Without limiting the generality of the foregoing, Qwest shall provide CLEC with Daily Usage Feed (DUF) billing information.

10.7.5.5 Qwest will provide DUF records for all usage billable to CLEC's lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI), and Qwest-ILEC-provided intraLATA toll. These records will be provided as Category 01 or Category 10 EMI records.

10.7.5.6 If CLEC assigns Qwest the ILEC to provide IntraLATA Toll services for its End User Customers, Qwest shall bill CLEC and CLEC shall pay Qwest for such services in accordance with Exhibit A.

## **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. Within a multiple tenant environment (MTE), duct may traverse building Entrance Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

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 multiple tenant environment. Within a multiple tenant environment, 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 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 multiple tenant environments.

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 multiple tenant environments. Within a multiple tenant environment, 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 Law as defined in this Agreement.

10.8.1.6 Poles, Ducts and Rights of Way (PDR) Transfer of Responsibility refers to the transfer of the occupancy of space for either aerial or underground facilities to assuming CLEC from vacating CLEC.

10.8.1.6.1 A PDR Transfer of Responsibility request received by Qwest is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring transfer charge.

## 10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and Rights of Way (ROW) on terms and conditions found in the Revised Qwest Rights 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 (ROW). 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 (NEC) 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 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, conduit and ROW consistent with 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, duct/innerduct/conduit, and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring 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/innerduct installed by CLEC that does 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. Qwest does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

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/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/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/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/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/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/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 (two hundred dollars) per Pole or \$200 (two hundred dollars) per innerduct run between two (2) 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 the 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/ducts/innerducts/conduits and ROW pursuant to 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event of a conflict between this Agreement, on one hand, and 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 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 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which Qwest has ownership or control. 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, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants Qwest access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MTE matrix or ROW matrix, as applicable, 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 duct/conduit or ROW or multiple tenant environment in its possession. 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 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; and (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 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. 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 microduct is found occupying facilities for which no order is in effect, 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 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 portion thereof, which discovered the unauthorized occupancy. Qwest shall also waive the unauthorized occupancy fee if the unauthorized occupancy arose due to error by Qwest rather than 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/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.

10.8.2.31 To be eligible for PDR Transfer of Responsibility of the occupancy of space for poles or conduit, vacating CLEC must have a valid Agreement in place for those facilities specified for transfer.

10.8.2.31.1 The assuming CLEC is required to have an Agreement with Qwest that includes all elements involved in the transfer.

10.8.2.31.2 The Agreement referenced in the PDR Transfer of Responsibility request will be transferred either in its entirety or portion thereof as

specified in the PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement.

10.8.2.31.3 The PDR Transfer of Responsibility includes changing the following Qwest items: Customer name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), customer address, telephone number, billing and contact information, and contact telephone number. The eight (8) character CLEC CLLI™ code will remain the same.

10.8.2.31.4 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.2.6l. The negotiation of the terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest does not participate in these discussions. Qwest manages the database and records the transfer.

10.8.2.31.5 Qwest is not responsible for the physical condition of CLEC's facilities.

10.8.2.31.6 Prior to submission of a PDR Transfer of Responsibility request, all work in progress must be negotiated between vacating and assuming CLEC.

10.8.2.31.7 Prior to submitting a Transfer of Responsibility request, assuming CLEC's financial obligations to Qwest must be in good standing. If vacating CLEC is unable to meet its financial obligations, assuming CLEC will be required to assume the financial obligations of vacating CLEC.

10.8.2.31.8 Vacating and assuming CLEC must provide Qwest a signed Qwest PDR Transfer Authorization Agreement providing the following information: All Qwest Central Office Service Areas that may apply, PDR Billing Authorization Numbers (BAN), requested completion date (not binding), and state-specific charge for the transfer as indicated in Exhibit A.

10.8.2.31.9 Once the transfer request is accepted, Qwest will submit the signed PDR Transfer of Responsibility Request Consent Form to vacating and assuming CLECs and the transfer will be completed.

### **10.8.3 Rate Elements**

Recurring and nonrecurring charges for attachments are in accordance with Section 224 of the Act and FCC orders, rules, and regulations promulgated there under. Qwest will re-calculate recurring rates for pole attachments and innerduct (including without limitation microduct) occupancy annually using the FCC rules and formulae found at 47 C.F.R. § 1, Subpart J and A.R.M.I.S data filed by Qwest with the FCC. Qwest will implement and bill CLEC the re-calculated rates without amending this Agreement. Qwest will provide notice to CLEC of the new recurring rates not less than sixty (60) days in advance of the effective date for such rates. Recurring charges are included in Exhibit A and will be updated annually. Nonrecurring charges are included 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 MTE matrix or ROW matrix, as applicable, 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 MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between Qwest and a third party who has a multiple tenant environment in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE 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 (1) foot of pole space (except for antenna attachment which requires two (2) 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., nonrecurring) 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.

10.8.3.8 PDR Transfer of Responsibility. Vacating CLEC will not incur charges for a transfer of responsibility agreement. A PDR Transfer of Responsibility charge for assuming CLEC will be a nonrecurring charge associated with the transfer of the



agreement.

#### **10.8.4 Ordering**

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: 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 multiple tenant environments 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 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 MTE matrix and a copy of all 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/conduit, or ROW: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of

the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/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 in 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 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.

10.8.4.5 The PDR Transfer of Responsibility process requires the submission of the DPR Transfer of Responsibility Application Form containing information for both the vacating and assuming CLECs, a signed Qwest PDR Transfer Authorization Agreement, and full payment of the quoted PDR Transfer of Responsibility charge.

10.8.4.5.1 The PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement are on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/poleductrow.html>.

10.8.4.5.2 The PDR Transfer of Responsibility Application Form and an electronic version of the Transfer Authorization Agreement with "Agreed" entered in the designated signature blocks (this will act as your electronic signature) must be submitted to [wstt@qwest.com](mailto:wstt@qwest.com).

10.8.4.5.3 The printed and signed PDR Transfer Authorization Agreement and full payment is to be mailed to: Resource Allocation, 700 W. Mineral MT-G28.24, Littleton CO 80120.

## 10.8.5 Billing

10.8.5.1 CLEC agrees to pay the following fees in advance as specified in Exhibit A: 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.

10.8.5.2 Vacating CLEC is obligated to pay all recurring charges until Qwest completes the PDR Transfer of Responsibility request. Once the transfer is complete, the effective date to cease recurring billing will coincide with the same date recurring billing starts for assuming CLEC.

#### **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's 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 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 may 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 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) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

## **Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **12.1 Description**

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. 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. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 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 and 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. 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. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. 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, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. 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. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **12.2 OSS Support for Pre-ordering, Ordering and Provisioning**

12.2.0 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP to consider any suggestions made by CLECs to improve or modify such plans. CLEC-specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

#### **12.2.0.1 Ordering and Provisioning**

12.2.0.1.1 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what

features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.0.1.2 Qwest will 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 web site.

12.2.0.1.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation (FOC) notice. The confirmation notice will follow industry-standard formats.

12.2.0.1.4 Business rules regarding rejection of Local Service Requests (LSR) or Access Service Requests (ASR) are subject to the provisions of Section 12.2.6.

12.2.0.1.5 When Qwest provides installation on behalf of CLEC, Qwest will advise CLEC's End User Customer to notify CLEC immediately if the End User Customer requests a service change at the time of installation.

## **12.2.1 Ordering Process**

### **12.2.1.1 Local Service Requests (LSR)**

12.2.1.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an application-to-application interface and a Graphical User Interface (GUI).

12.2.1.1.2 The interface guidelines for the application-to-application interface are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), and the appropriate electronic transmission standards. Exceptions to the above guidelines/standards shall be specified in the Interconnect Mediated Access (IMA) disclosure documents.

12.2.1.1.3 The GUI shall provide a single interface for Pre-order and 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.

12.2.1.1.4 Functions Pre-ordering - 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 the following real time pre-order functions available to CLEC:

12.2.1.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.1.4.3 Telephone number request and selection;

12.2.1.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.1.4.6 Service address verification;

12.2.1.1.4.7 Facility availability, Loop qualification and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils;

12.2.1.1.4.8 A list of valid available CFAs for Unbundled Loops;

12.2.1.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops;

12.2.1.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable;

12.2.1.1.4.11 NC/NCI combinations supported by IMA flow-through can be addressed;

12.2.1.1.4.12 Raw Loop Data can be validated in IMA and QORA and retrieved by segments and sub-segments; and

12.2.1.1.4.13 Loop Qualification for ISDN and Qwest DSL services can be performed using IMA Loop Qualification Tool.

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

12.2.1.1.6 When CLEC places an electronic order, Qwest will provide notification electronically of any instances when 1) Qwest's Committed Due Date is in jeopardy of not being met by Qwest, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.7 When CLEC places a manual order, Qwest provide notification of any instances when 1) Qwest's committed Due Date is 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.

12.2.1.1.8 Dial-Up Capabilities

12.2.1.1.8.1 Intentionally Left Blank.

12.2.1.1.8.2 Intentionally Left Blank.

12.2.1.1.8.3 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.

12.2.1.1.9 Application-to-application Facilities-based Listing Process. Qwest shall provide an application-to-application facilities-based listing interface to enable CLEC's listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and the appropriate electronic transmission standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2 Access Service Request (ASR)

12.2.1.2.1 Qwest shall provide a computer-to-computer batch file interface, an application-to-application interface, and a GUI interface for submission of 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.

12.2.1.2.2 Functions Pre-ordering. Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described in this Section. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.2.2.1 Service Address validation;

12.2.1.2.2.2 CFA validation;

12.2.1.2.2.3 NC-NCI validation;

12.2.1.2.2.4 BAN validation; and

12.2.1.2.2.5 CLLI validation.

12.2.1.2.3 When CLEC places an electronic or manual order,

Qwest will provide notification of any instances when 1) Qwest's committed Due Date is in jeopardy of not being met by Qwest, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.2.4 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.

## **12.2.2 Maintenance and Repair**

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

## **12.2.3 Interface Availability**

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **12.2.4 Billing**

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), 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.

## **12.2.5 Outputs**

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

#### 12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The 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 and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

#### 12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. 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. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - 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 the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.



12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management. Qwest agrees to maintain a change management process, known as (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, utilization of the following: (i) 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 the CMP Document; (iii) a mechanism to track and monitor CRs and CMP notifications; (iv) established 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 the CMP Document, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products 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/repair or billing processes, introduction of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, discontinuance of pre-ordering, ordering/provisioning, maintenance/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, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 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 standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

#### **12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces**

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

#### **12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces**

Qwest will support previous application-to-application releases for six (6) months after the next subsequent release has been deployed.

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

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

12.2.8.3 Re-certification is the process by which CLEC demonstrates 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.

12.2.8.4 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.

## **12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces**

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An application-to-application exchange protocol will be used to transport electronically-formatted content. CLEC must perform certification testing of exchange protocol prior to using the application-to-application interface.

12.2.9.3 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:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive electronic 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.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) regression testing: Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of application-to-application interface. Regression testing-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 electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of 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.

12.2.9.3.3 SATE-progression testing: CLEC has the option of participating with Qwest in progression testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Progression testing 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 electronic transactions through IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will

make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of 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 required.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit electronic data that completely meets the appropriate electronic transmission standards 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.

12.2.9.3.5 If CLEC is using the application-to-application interface, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its 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.

12.2.9.4 If CLEC is using the application-to-application 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 interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 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 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the application-to-application 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 IMA release. Notice of the need for re-certification will be provided to

CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new IMA application-to-application release, however, CLEC must complete the re-certification and migration to the new 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.

12.2.9.6.1 The following rules apply to initial development and certification of IMA application-to-application interface versions and migration to subsequent application-to-application interface versions:

12.2.9.6.1.1 SATE regression or SATE progression interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New IMA application-to-application users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any IMA application-to-application user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

## **12.2.10 CLEC Support**

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

### **12.2.10.2 CLEC Help Desk**

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

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

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through application-to-application and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

## **12.2.11 Compensation/Cost Recovery**

Recurring and nonrecurring 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.

## **12.3 Maintenance and Repair**

### **12.3.1 Service Levels**

12.3.1.1 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 as Qwest provides for its retail services.

12.3.1.2 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.

12.3.1.3 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 nondiscriminatory manner.

### **12.3.2 Branding**

12.3.2.1 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.

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

12.3.2.3 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.

### **12.3.3 Service Interruptions**

12.3.3.1 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 hereinafter referred to as an "Impairment of Service".

12.3.3.2 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 Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 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.

12.3.3.4 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.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

#### **12.3.4 Trouble Isolation**

12.3.4.1 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. 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 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is found to be on CLEC's side or 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, CLEC is required to perform its own maintenance.

12.3.4.3 Before submitting a repair request to Qwest, CLEC will isolate trouble to the Qwest network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by Qwest, and Qwest determines that the trouble is on the CLEC or the End User Customer's side of the Loop Demarcation Point, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation Charge applies. When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. 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 Miscellaneous Charges or Trouble Isolation Charges shall not apply.



### **12.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, 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.

### **12.3.6 Testing/Test Requests/Coordinated Testing/UNEs**

12.3.6.1 Where 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.

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

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 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.

### **12.3.7 Work Center Interfaces**

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

### **12.3.8 Misdirected Repair Calls**

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User

Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 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.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customer's 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 Customer's that they are End User Customer's of CLEC for resold services. CLEC's End User Customer's contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customer's contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customer's 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, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's End User Customer's 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 Customer's who would like to do so.

### **12.3.9 Major Outages/Restoral/Notification**

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major 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.

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

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

### **12.3.10 Protective Maintenance**

12.3.10.1 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.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC 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.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, 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 testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

### **12.3.11 Hours of Coverage**

12.3.11.1 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.

### **12.3.12 Escalations**

12.3.12.1 Qwest will provide trouble 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.

12.3.12.2 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. Electronic escalation is not available for non-designed products.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

**12.3.13 Dispatch**

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

12.3.13.2 Upon the acceptance of a complete and accurate trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to 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; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate Miscellaneous Charges for dispatch will be billed by Qwest to CLEC if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 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 Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

**12.3.14 Trouble Reporting**

12.3.14.1 CLEC may submit trouble reports through the Electronic Bonding or GUI interfaces provided by Qwest. Trouble tickets created electronically in CEMR may be viewed at any time after creation.

12.3.14.2 Manually reported trouble tickets may be accessed by CLEC through electronic interfaces when the ticket has been closed. CLEC will only be able to view the history on the account.

**12.3.15 Intervals/Parity**

12.3.15.1 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.

**12.3.16 Jeopardy Management**

12.3.16.1 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 email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status. A jeopardy, caused by either CLEC or Qwest, endangers completing provisioning and/or installation processes and impacts meeting

the schedule due date of CLEC's service request. When CLEC's service request is in jeopardy, Qwest notifies CLEC via a status update, email, jeopardy notification, telephone call, and/or FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC's service requests.

#### **12.3.17 Trouble Screening**

12.3.17.1 CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will perform test isolation and test the service and facility on behalf of CLEC.

12.3.17.2 Intentionally Left Blank.

#### **12.3.18 Maintenance Standards**

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 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.

#### **12.3.19 End User Customer Interface Responsibilities**

12.3.19.1 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.

12.3.19.2 All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

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

#### **12.3.20 Repair Call Handling**

12.3.20.1 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 User Customers.

#### **12.3.21 Single Point of Contact**

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a

day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

### **12.3.22 Network Information**

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data 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.

### **12.3.23 Maintenance Windows**

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance 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.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's web site.

### **12.3.24 Switch and Frame Conversion Service Order Practices**

12.3.24.1 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.

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

12.3.24.3 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.

12.3.24.4 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 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. 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.

12.3.24.4.1 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 12.3.24.4.3.

12.3.24.4.2 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.

12.3.24.4.3 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).

12.3.24.5 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 five (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 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 frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 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 in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 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.

12.3.24.7.1 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. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 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.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (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.

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

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain 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.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time



the Day prior to the scheduled LSR Due Date until 12 noon Mountain 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.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 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. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 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. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

**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 will maintain/revise the LERG to reflect current homing arrangements, which includes subtending arrangements for local and access tandems. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office 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 a timely manner.

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'S OFFICIAL DIRECTORY PUBLISHER**

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's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

## **Section 16.0 - REFERRAL ANNOUNCEMENT**

16.1 When an End User Customer 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 Customer 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 Customer.

**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 Bona Fide Request (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; and

17.2.6 the specific location requested.

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) Day 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 quotation. The BFR quotation 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 nonrecurring) 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 quotation, 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 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 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 will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received from CLECs. 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 CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by 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. 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 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 providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

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 (2) Audits requested by each Party under this Agreement in any twelve (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 prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

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 non-requesting Party shall pay all of the requesting 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 requesting 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 requesting Party shall be borne by the non-requesting 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 Affiliate's 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'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. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these 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 Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops 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 and without discrimination among the various Carriers.

19.3 A quotation for CLEC's portion of a specific job will be provided to CLEC. The quotation will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. 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 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

## **Section 20.0 - SERVICE PERFORMANCE**

20.1 Performance Indicator Definitions (PIDs), in their current form are included in Exhibit B of this Agreement. Subsequent changes to these PIDs submitted to the Commission shall be incorporated into Exhibit B as soon as they are effective either by operation of law or Commission order, whichever occurs first and without further Amendment to this Agreement.

20.2 The Qwest Performance Assurance Plan (QPAP) is attached as Exhibit K of this Agreement. Subsequent changes to the QPAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

## Section 21.0 - NETWORK STANDARDS

21.1 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.

21.2 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.

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

### 21.3.1 Switching

GR-1428-CORE Common Channel Signaling (CCS) Network Interface Specification Supporting Toll Free Service

GR-1432-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting SCCP and TCAP

GR-317-CORE LSSGR: Switching System Generic Requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP)

GR-905-CORE CCSNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISDNUP

GR-1357-CORE Switched Fractional DS1

GR-540-CORE LSSGR Tandem Supplement

GR-305-CORE

GR-1429-CORE CCSNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

GR-529-CORE LSSGR Public Safety

GR-505-CORE Call Processing

FR-NWT-000271 Operator Services Systems Generic Requirements (OSSGR)

GR-1156-CORE OSSGR Section 21: Operator Subsystems

SR-1171 Methods and Procedures for System Reliability Analysis

### **21.3.2 Transport**

FR-440 Transport System Generic Requirements (TSGR)

GR-499-CORE Transport Systems Generic Requirements (TSGR): Common Requirements

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

GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria

GR-507-CORE LSSGR: Transmission, Section 7

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service Transmission Perimeter Limits and Interface Combinations

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

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

### **21.3.3 Loops**

GR-57-CORE Functional Criteria for Digital Loop Carrier (DLC) Systems

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

GR-253-CORE SONET Transport Systems: Common Generic Criteria

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements Objectives and Interface

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

TA-TSY-000120 Subscriber Premises or Network Ground Wire

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

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance Terminals (BETs)

TR-NWT-000133 Generic Requirements for Network Inside Wiring

## ANSI T1.417, Spectrum Management for Loop Transmission Systems

### **21.3.4 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.

21.4 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. Details of these standards are documented in the Qwest Technical Publications. 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 22.0 - 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.

**IPDATASTREAM, LLC**

DocuSigned by:  
*Jon Newell*  
5EA9122778E647A...

\_\_\_\_\_  
Signature

Jon Newell  
Name Printed/Typed

CEO  
Title

5/2/2011

\_\_\_\_\_  
Date

**Qwest Corporation**

05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

5/2/2011

\_\_\_\_\_  
Date

Exhibit A  
Washington

				EAS / Local Traffic Reciprocal Compensation Election					
New				Bill and Keep			Notes		
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC Mile	REC
<b>6.0 Resale</b>				Wholesale Discount Percentage		Wholesale Discount Percentage			
<b>6.1 Wholesale Discount Rates</b>									
6.1.1	General			14.74%		50.00%	A		A
6.1.2	Operator Services and Directory Assistance			7.97%		50.00%	A		A
6.1.3	Public Access Line (PAL) Service			14.74%		50.00%	A		A
<b>6.2 Customer Transfer Charge (CTC)</b>									
6.2.1	CTC for POTS Service								
	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
6.2.2	CTC for Private Line Transport Services								
	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
6.2.3	CTC for Advanced Communications Services (Frame Relay, ATM Cell Relay, or Transparent LAN Service), per Circuit								
	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>							6		
7.1.1	Intentionally Left Blank								
7.1.2	DS1, Electrical			\$76.70			A		
	7.1.2.1	Installation, Manual				\$447.65			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			\$314.05			A		
	7.1.3.1	Installation, Manual				\$556.56			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>							6		
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
	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

Exhibit A  
Washington

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC	REC	REC
	7.4.2.3	Installation, Mechanized				\$209.69				C
	7.4.2.4	Disconnection, Mechanized				\$69.08				C
<b>7.5 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 Exchange Service (EAS/Local) Traffic</b>										
	7.6.1	End Office Call Termination, per Minute of Use		\$0.001178					#	
	7.6.2	Tandem Switched Transport, per Minute of Use		\$0.000690					#	
	7.6.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)								
		7.6.3.1	Over 0 to 8 Miles	\$0.00026	\$0.00001				A	A
		7.6.3.2	Over 8 to 25 Miles	\$0.00026	\$0.00001				A	A
		7.6.3.3	Over 25 to 50 Miles	\$0.00026	\$0.00001				A	A
		7.6.3.4	Over 50 Miles	\$0.00026	\$0.00001				A	A
<b>7.7 Local Traffic - FCC - ISP Rate Caps</b>										
	7.7.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action		\$0.0007					4	
<b>7.8 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 Transit Traffic</b>										
	7.9.1	Local & IntraLATA Toll Transit, per Minute of Use		\$0.0045					2, 10	
	7.9.2	Intentionally Left Blank							10	
	7.9.3	Intentionally Left Blank								
	7.9.4	Category 11 Mechanized Record Charge, per Record								
		7.9.4.1	Mechanized Transit Records	\$0.0025					2, 10	
<b>7.10 Jointly Provided Switched Access Services</b>										
	7.10.1	Mechanized Access Records		\$0.0025					1	
	7.11	IntraLATA Toll Traffic			Qwest s Washington Access Service Tariff	Qwest s Washington Access Service Tariff				
<b>8.0 Collocation</b>										
<b>8.1 All Collocation</b>										
	8.1.1	Planning and Engineering								
		8.1.1.1	Intentionally Left Blank							
		8.1.1.2	Cable Augment Quote Preparation Fee			\$1,386.47				1
	8.1.2	Entrance Facility								
		8.1.2.1	Standard Shared, per Fiber	\$6.54		\$941.87		B		B
		8.1.2.2	CLEC Point of Interface, per Fiber	\$2.72		\$1,382.46		B		B
		8.1.2.3	Cross-Connect, per Fiber	\$2.90		\$1,058.05		B		B
		8.1.2.4	Cross-Connect Point of Interface, per Fiber	\$1.41		\$1,498.64		B		E
		8.1.2.5	Express Shared, per Cable	\$69.94		\$1,201.16		B		B

Exhibit A  
Washington

			Recurring	Recurring Per Mile	Non-Recurring	Rate	Rate Unit	Rate Type
		8.1.2.6	Express Point of Interface, per Cable	\$7.47		\$7,589.47	B	B
8.1.3	Cable Splicing							
	8.1.3.1	Fiber, per Set-Up			\$515.79			B
	8.1.3.2	Per Fiber Spliced			\$38.08			B
8.1.4	Power							
	8.1.4.1	Power Plant, per Amp Ordered	\$9.34				B	
	8.1.4.2	Power Usage						
	8.1.4.2.1	Less Than 60 Amps, per Amp Ordered	\$1.57				B	
	8.1.4.2.2	Greater Than 60 Amps, per Amp Ordered or Used	\$3.13				B	
	8.1.4.2.3	Equal To 60 Amps, per Amp Ordered (see rate in 8.1.4.2.1)	\$1.57				12	
8.1.5	AC Power Feed							
	8.1.5.1	AC Power Feed, per Amp, per Month						
	8.1.5.1.1	120 V	\$17.94				B	
	8.1.5.1.2	208 V, Single Phase	\$31.09				B	
	8.1.5.1.3	208 V, Three Phase	\$53.79				B	
	8.1.5.1.4	240 V, Single Phase	\$35.88				B	
	8.1.5.1.5	240 V, Three Phase	\$62.06				B	
	8.1.5.1.6	480 V, Three Phase	\$124.13				B	
	8.1.5.2	AC Power Feed, per Foot, per Month						
	8.1.5.2.1	20 Amp, Single Phase	\$0.0118		\$8.01		B	B
	8.1.5.2.2	20 Amp, Three Phase	\$0.0146		\$9.93		B	B
	8.1.5.2.3	30 Amp, Single Phase	\$0.0127		\$8.63		B	B
	8.1.5.2.4	30 Amp, Three Phase	\$0.0175		\$11.86		B	B
	8.1.5.2.5	40 Amp, Single Phase	\$0.0150		\$10.15		B	B
	8.1.5.2.6	40 Amp, Three Phase	\$0.0206		\$13.97		B	B
	8.1.5.2.7	50 Amp, Single Phase	\$0.0177		\$12.04		B	B
	8.1.5.2.8	50 Amp, Three Phase	\$0.0248		\$16.82		B	B
	8.1.5.2.9	60 Amp, Single Phase	\$0.0201		\$13.62		B	B
	8.1.5.2.10	60 Amp, Three Phase	\$0.0285		\$19.36		B	B
	8.1.5.2.11	100 Amp, Single Phase	\$0.0248		\$16.86		B	B
	8.1.5.2.12	100 Amp, Three Phase	\$0.0388		\$26.33		B	B
8.1.6	Inspector Labor, per Half Hour							
	8.1.6.1	Regular Hours Rate			\$32.00			B
	8.1.6.2	After Hours Rate, minimum 3 Hours			\$41.20			B
8.1.7	Channel Regeneration							
	8.1.7.1	DS1	\$0.00		\$0.00	15		15
	8.1.7.2	DS3	\$0.00		\$0.00	15		15
8.1.8	Collocation Terminations							
	8.1.8.1	Intentionally Left Blank						
	8.1.8.2	Block Terminations						
	8.1.8.2.1	DS0						
	8.1.8.2.1.1	Cable Pull, per Cable Run			\$210.08			B
	8.1.8.2.1.2	Termination (unconnectorized), per 100 Pair	\$3.02		\$41.61	B		B
	8.1.8.2.1.3	Engineering			\$75.43			B
	8.1.8.2.1.4	Cable Fire Retardant, per Occurrence			\$41.61			B
	8.1.8.2.1.5	Cable Racking, per Cable	\$1.48			B		
	8.1.8.2.1.6	Cable Racking Engineering			\$75.43			B
	8.1.8.2.1.7	Cable Racking Installation, per Linear Foot			\$33.90			B
	8.1.8.2.1.8	Cable (if supplied by Qwest), per Linear Foot, per 100 Pair	\$0.0026		\$2.01	B		B
	8.1.8.2.2	DS1						
	8.1.8.2.2.1	Intentionally Left Blank						
	8.1.8.2.2.2	Intentionally Left Blank						
	8.1.8.2.2.3	Cable Pull, per Cable Run			\$210.08			B
	8.1.8.2.2.4	Termination (unconnectorized), per Cable Pair	\$0.50		\$1.11	B		B
	8.1.8.2.2.5	Engineering			\$75.43			B
	8.1.8.2.2.6	Cable Fire Retardant, per Occurrence			\$41.61			B
	8.1.8.2.2.7	Cable Racking, per Cable	\$1.48			B		
	8.1.8.2.2.8	Cable Racking Engineering			\$75.43			B
	8.1.8.2.2.9	Cable Racking Installation, per Linear Foot			\$33.90			B
	8.1.8.2.2.10	Cable (if supplied by Qwest), per Linear Foot, per 28 Pair	\$0.0023		\$1.57	B		B
	8.1.8.2.3	DS3						
	8.1.8.2.3.1	Intentionally Left Blank						
	8.1.8.2.3.2	Intentionally Left Blank						
	8.1.8.2.3.3	Cable Pull, per Cable Run			\$210.08			B
	8.1.8.2.3.4	Termination (connectorized), per DS3	\$9.51		\$1.04	B		B
	8.1.8.2.3.5	Engineering			\$75.43			B
	8.1.8.2.3.6	Cable Fire Retardant, per Occurrence			\$41.61			B
	8.1.8.2.3.7	Cable Racking, per Cable	\$1.48			B		
	8.1.8.2.3.8	Cable Racking Engineering			\$75.43			B
	8.1.8.2.3.9	Cable Racking Installation, per Linear Foot			\$33.90			B
	8.1.8.2.3.10	DS3 Connector, per Connector	\$0.02		\$13.61	B		B
	8.1.8.2.3.11	Cable (if supplied by Qwest), per Linear Foot, per DS3	\$0.0018		\$1.24	B		B
	8.1.8.2.4	Fiber						
	8.1.8.2.4.1	Fiber Pull, per Linear Foot			\$0.73			B
	8.1.8.2.4.2	Termination, per 12 Fibers	\$29.93		\$783.48	E		B

Exhibit A  
Washington

		Recurring	Recurring Per Mile	Non-Recurring	REQ	Unit	Notes
	8.1.8.2.4.3	Engineering		\$606.30			B
	8.1.8.2.4.4	Cable Fire Retardant, per Occurrence		\$41.61			B
	8.1.8.2.4.5	Cable Racking, per Cable	\$1.48		B		
	8.1.8.2.4.6	Innerduct Placement, per Linear Foot		\$1.32			B
	8.1.8.2.4.7	Cable Racking Engineering		\$75.43			B
	8.1.8.2.4.8	Cable Racking Installation, per Linear Foot		\$33.90			B
	8.1.8.2.4.9	Cable (if supplied by Qwest), per Linear Foot, per 12 Strands	\$0.0026	\$1.74	B		B
8.1.9	Security						
	8.1.9.1	Per Employee, per Card	\$0.84		B		
	8.1.9.2	Card Access, per Person, per Central Office, per Month	\$6.88		B		
8.1.10	Central Office Clock Synchronization						
	8.1.10.1	Synchronization - Composite Clock, per Port	\$6.33		B		
8.1.11	Intentionally Left Blank						
8.1.12	Space Availability Report Charge			\$224.79			E
8.1.13	Collocation Space Reservation Fee			\$2,000.00			1
8.1.14	Collocation Space Option Administration Fee			\$768.06			E
8.1.15	Collocation Space Option Fee		\$2.00		2		
8.1.16	Joint Inventory Visit Fee, per Visit			\$1,610.12			1
8.1.17	Intentionally Left Blank						
8.1.18	Intentionally Left Blank						
8.1.19	Intentionally Left Blank						
8.1.20	Splitter Collocation						
	8.1.20.1	Tie Cable Reclassification		ICB			3
	8.1.20.2	Splitter Shelf Charge	\$5.92	\$584.11	1		1
	8.1.20.3	Planning and Engineering					
	8.1.20.3.1	Splitter in the Common Area		\$667.44			B
	8.1.20.3.2	Connection to Splitter on Frame		\$889.92			B
	8.1.20.4	Splitter TIE Cable Connections					
	8.1.20.4.1	Splitter in the Common Area - Data to 410 Block	\$5.22	\$3,160.41	B		B
	8.1.20.4.2	Splitter in the Common Area - Data Direct to CLEC	\$5.22	\$3,339.44	B		B
	8.1.20.4.3	Splitter on the IDF - Data to 410 Block	\$1.30	\$783.62	B		B
	8.1.20.4.4	Splitter on the IDF - Data Direct to CLEC	\$2.60	\$1,573.71	B		B
	8.1.20.4.5	Splitter on the MDF - Data to 410 Block	\$2.19	\$1,322.85	1		1
	8.1.20.4.6	Splitter on the MDF - Data Direct to CLEC	\$3.09	\$1,869.84	B		B
	8.1.20.5	Splitter Charge		ICB			3
8.1.21	Miscellaneous Charges						
	8.1.21.1	Maintenance Labor, per Half Hour (see rates in 8.2.2)					
	8.1.21.1.1	Regular Hours Rate		\$28.07			12
	8.1.21.1.2	After Hours Rate		\$37.55			12
	8.1.21.2	Engineering Labor, per Half Hour (see rates in 8.2.5)					
	8.1.21.2.1	Regular Hours Rate		\$30.28			12
	8.1.21.2.2	After Hours Rate		\$39.09			12
	8.1.21.3	Installation Labor, per Half Hour (see rates in 8.2.6)					
	8.1.21.3.1	Regular Hours Rate		\$32.00			12
	8.1.21.3.2	After Hours Rate		\$41.20			12
8.2	Virtual Collocation						
	8.2.1	Planning and Engineering					
	8.2.1.1	Quote Preparation Fee		\$4,195.90			B
	8.2.2	Maintenance Labor, per Half Hour					
	8.2.2.1	Regular Hours Rate		\$28.07			B
	8.2.2.2	After Hours Rate		\$37.55			B
	8.2.3	Training Labor, per Half Hour					
	8.2.3.1	Regular Hours Rate		\$28.07			B
	8.2.4	Equipment Bay, per Shelf	\$3.33		B		
	8.2.5	Engineering Labor, per Half Hour					
	8.2.5.1	Regular Hours Rate		\$30.28			B
	8.2.5.2	After Hours Rate		\$39.09			B
	8.2.6	Installation Labor, per Half Hour					
	8.2.6.1	Regular Hours Rate		\$32.00			B
	8.2.6.2	After Hours Rate		\$41.20			B
	8.2.7	Rent					
	8.2.7.1	Floor Space Lease, per Square Foot	\$2.97		B		
	8.2.8	Repair of Equipment, per Half Hour					
	8.2.8.1	Regular Hours Rate		\$32.00			B
	8.2.8.2	After Hours Rate		\$41.20			B
	8.2.9	-48 Volt DC Power Cable, per Feed					
	8.2.9.1	20 Amp Feed	\$7.01	\$4,756.73	B		B
	8.2.9.2	30 Amp Feed	\$8.01	\$5,434.62	B		B
	8.2.9.3	40 Amp Feed	\$9.77	\$6,630.37	B		B
	8.2.9.4	60 Amp Feed	\$12.19	\$8,271.88	B		B
8.3	Cageless Physical Collocation						
	8.3.1	Planning and Engineering					
	8.3.1.1	Quote Preparation Fee		\$4,195.90			B, 13
	8.3.2	Space Construction and Site Preparation					
	8.3.2.1	Site Preparation Fee	ICB	ICB	3		3
	8.3.2.2	Space Construction for 2 Bays & 1 - 40 Amp Power Feed	\$44.35	\$30,103.44	B		B

Exhibit A  
Washington

			Recurring	Recurring Per Mile	Recurring	2012	2013	2014	
	8.3.2.3	Intentionally Left Blank							
	8.3.2.4	Adjustment for a Single Bay - Change to Standard Design	(\$5.19)		(\$3,520.65)	1		1	
	8.3.2.5	Each Additional Bay, per Bay	\$5.19		\$3,520.65	B		B	
	8.3.2.6	Adjustment for Initial Power Feed - Change to Standard Design							
	8.3.2.6.1	20 Amp Initial Power Feed Adjustment	(\$2.76)		(\$1,873.64)	B		B	
	8.3.2.6.2	30 Amp Initial Power Feed Adjustment	(\$1.76)		(\$1,195.75)	B		B	
	8.3.2.6.3	40 Amp Initial Power Feed Adjustment	N/A		N/A				
	8.3.2.6.4	60 Amp Initial Power Feed Adjustment	\$2.42		\$1,641.50	B		B	
	8.3.2.6.5	100 Amp Initial Power Feed Adjustment	\$2.36		\$1,601.35	B		B	
	8.3.2.6.6	200 Amp Initial Power Feed Adjustment	\$12.40		\$8,413.59	B		B	
	8.3.2.6.7	300 Amp Initial Power Feed Adjustment	\$24.60		\$16,693.81	B		B	
	8.3.2.6.8	400 Amp Initial Power Feed Adjustment	\$39.03		\$26,486.56	B		B	
	8.3.2.7	Intentionally Left Blank							
	8.3.2.8	Additional DC Power Feed - Does not Apply to Initial Feed							
	8.3.2.8.1	20 Amp Power Feed	\$7.01		\$4,756.73	B		B	
	8.3.2.8.2	30 Amp Power Feed	\$8.01		\$5,434.62	B		B	
	8.3.2.8.3	40 Amp Power Feed	\$9.77		\$6,630.37	B		B	
	8.3.2.8.4	60 Amp Power Feed	\$12.19		\$8,271.88	B		B	
	8.3.2.8.5	100 Amp Power Feed	\$12.13		\$8,231.73	B		B	
	8.3.2.8.6	200 Amp Power Feed	\$22.17		\$15,043.97	B		B	
	8.3.2.8.7	300 Amp Power Feed	\$34.37		\$23,324.18	B		B	
	8.3.2.8.8	400 Amp Power Feed	\$48.79		\$33,116.94	B		B	
	8.3.2.9	Cageless Bay Fees							
	8.3.2.9.1	Bay, per Bay			\$2189.74			1	
	8.3.2.9.2	2.5 Inch Spacer Fee, per Spacer			\$289.12			1	
	8.3.2.9.3	5 Inch Spacer Fee, per Spacer			\$303.78			1	
	8.3.3	Floor Space Lease, per Square Foot	\$2.97			B			
	<b>8.4 Caged Physical Collocation</b>								
	8.4.1	Planning and Engineering							
	8.4.1.1	Quote Preparation Fee			\$4,561.19			B, 13	
	8.4.2	Space Construction and Site Preparation							
	8.4.2.1	Site Preparation Fee	ICB		ICB	3		3	
	8.4.2.2	Intentionally Left Blank							
	8.4.2.3	Intentionally Left Blank							
	8.4.2.4	Space Construction for Cage & 1 - 60 Amp Feed							
	8.4.2.4.1	Cage: Up to 100 Sq. Ft.	\$64.51		\$43,779.97	B		B	
	8.4.2.4.2	Cage: 101 to 200 Sq. Ft.	\$67.21		\$45,617.54	B		B	
	8.4.2.4.3	Cage: 201 to 300 Sq. Ft.	\$71.05		\$48,224.99	B		B	
	8.4.2.4.4	Cage: 301 to 400 Sq. Ft.	\$75.53		\$51,258.93	B		B	
	8.4.2.5	Adjustment for Initial Power Feed - Change to Standard Design							
	8.4.2.5.1	20 Amp Initial Power Feed Adjustment	(\$2.49)		(\$1,689.80)	B		B	
	8.4.2.5.2	30 Amp Initial Power Feed Adjustment	(\$1.67)		(\$1,133.16)	B		B	
	8.4.2.5.3	40 Amp Initial Power Feed Adjustment	\$0.05		\$30.58	B		B	
	8.4.2.5.4	60 Amp Initial Power Feed Adjustment	N/A		N/A				
	8.4.2.5.5	100 Amp Initial Power Feed Adjustment	\$2.08		\$1,410.52	B		B	
	8.4.2.5.6	200 Amp Initial Power Feed Adjustment	\$12.12		\$8,222.76	B		B	
	8.4.2.5.7	300 Amp Initial Power Feed Adjustment	\$24.32		\$16,502.98	B		B	
	8.4.2.5.8	400 Amp Initial Power Feed Adjustment	\$38.74		\$26,295.73	B		B	
	8.4.2.6	Intentionally Left Blank							
	8.4.2.7	Additional DC Power Cable, per Additional Feed - Does not apply to Initial Feed							
	8.4.2.7.1	20 Amp Power Feed	\$7.56		\$5,131.40	B		B	
	8.4.2.7.2	30 Amp Power Feed	\$8.38		\$5,688.04	B		B	
	8.4.2.7.3	40 Amp Power Feed	\$10.10		\$6,851.78	B		B	
	8.4.2.7.4	60 Amp Power Feed	\$10.05		\$6,821.20	B		B	
	8.4.2.7.5	100 Amp Power Feed	\$12.13		\$8,231.73	B		B	
	8.4.2.7.6	200 Amp Power Feed	\$22.17		\$15,043.97	B		B	
	8.4.2.7.7	300 Amp Power Feed	\$34.37		\$23,324.18	B		B	
	8.4.2.7.8	400 Amp Power Feed	\$48.79		\$33,116.94	B		B	
	8.4.3	Intentionally Left Blank							
	8.4.4	Floor Space Lease, per Square Foot	\$2.97			B			
	8.4.5	Intentionally Left Blank							
	8.4.6	Intentionally Left Blank							
	8.4.7	Intentionally Left Blank							
	8.4.8	Grounding							
	8.4.8.1	2 / 0 AWG, per Foot	\$0.0201		\$13.63	B		B	
	8.4.8.2	1 / 0 AWG, per Foot	\$0.0334		\$22.68	B		B	
	8.4.8.3	4 / 0 AWG, per Foot	\$0.0380		\$25.78	B		B	
	8.4.8.4	350 kcmil, per Foot	\$0.0527		\$35.76	B		B	
	8.4.8.5	500 kcmil, per Foot	\$0.0587		\$39.85	B		B	
	8.4.8.6	750 kcmil, per Foot	\$0.0900		\$61.05	B		B	
	<b>8.5 Adjacent Collocation</b>								
			ICB		N/A	3			
	<b>8.6 Remote Collocation</b>								
	8.6.1	Physical & Virtual Remote Collocation							
	8.6.1.1	Space							
	8.6.1.1.1	Qwest owned Cabinet per Standard Mounting Unit	\$0.52		\$867.19	E		E	
	8.6.1.1.2	CLEC owned Cabinet per Standard Mounting Unit	N/A		N/A				

Exhibit A  
Washington

				Recurring	Recurring Per Mile	Non-Recurring	2017	2018	2019	2020	
	8.6.1.2	FDI Terminations, per 25 Pair		\$0.30		\$558.38	E			E	
	8.6.1.3	Power Usage (see rates in 8.1.4.2)									
	8.6.1.3.1	Less Than 60 Amps, per Amp Ordered		\$1.57			12				
	8.6.1.3.2	Greater Than 60 Amps, per Amp Ordered or Used		\$3.13			12				
	8.6.1.3.3	Equal To 60 Amps, per Amp Ordered		\$1.57			12				
	8.6.1.4	Quote Preparation Fee				ICB				B, 3	
	8.6.2	Adjacent Remote Collocation		ICB		N/A		3			
	8.6.3	Additional Virtual Remote Terminal Features									
	8.6.3.1	Flat Charge, per Job				\$52.34				E	
	8.6.3.2	Engineering, per Half Hour				\$35.83				E	
	8.6.3.3	Maintenance, per Half Hour				\$29.55				E	
	8.6.3.4	Installation, per Half Hour				\$29.55				E	
	8.6.3.5	Training, per Half Hour				\$29.55				E	
	<b>8.7 CLEC-to-CLEC</b>										
	8.7.1	Design Engineering & Installation - No Cables									
	8.7.1.1	Fiber Flat Charge				\$1,266.58				E	
	8.7.1.2	Flat Charge				\$643.93				E	
	8.7.2	Cable Racking, per Foot									
	8.7.2.1	DS0		\$0.11043					E		
	8.7.2.2	DS1		\$0.12018					E		
	8.7.2.3	DS3		\$0.09759					E		
	8.7.2.4	Fiber		\$0.89135					E		
	8.7.3	Virtual Connections (if Applicable - Connections Only; No Cables)									
	8.7.3.1	DS0, per 100 Connections				\$184.73				E	
	8.7.3.2	DS1, per 28 Connections				\$86.51				E	
	8.7.3.3	DS3, per 1 Connection				\$5.90				E	
	8.7.3.4	Fiber, per Fiber Spliced (see rate in 8.1.3.2)				\$38.08				12	
	8.7.4	Cable Hole, if Applicable									
	8.7.5	CLEC-to-CLEC Cross-Connection									
	8.7.5.1	Installation, Manual				\$129.47				E	
	8.7.5.2	Disconnection, Manual				\$61.19				E	
	8.7.5.3	Installation, Mechanized				\$117.96				E	
	8.7.5.4	Disconnection, Mechanized				\$49.68				E	
	<b>8.8 Interconnection Distribution Frame (ICDF) Collocation</b>										
	8.8.1	Quote Preparation Fee (see rate in 8.1.1.2)									
	8.8.2	DS0 Circuit, per 200 Legs		\$19.84		\$2,222.44		1		1	
	8.8.3	DS1 Circuit, per Two Legs		\$1.03		\$73.83		1		1	
	8.8.4	DS3 Circuit, per Two Legs		\$9.92		\$1,199.14		1		1	
	8.8.5	Fiber Circuit, per Two Legs		\$2.48		\$240.36		1		1	
	<b>8.9 Collocation Cancellation</b>										
	8.9.1	Additional Labor Orther, per Half Hour or fraction thereof (see rates in 9.20)									
	8.9.1.1	Additional Labor - Basic				\$27.42				12	
	8.9.1.2	Additional Labor - Overtime				\$36.62				12	
	8.9.1.3	Additional Labor - Premium				\$45.84				12	
	8.9.2	Additional Dispatch, per Request (see rates in 9.20)									
	8.9.2.1	Manual				\$46.59				12	
	8.9.2.2	Mechanized				\$43.39				12	
	<b>8.10 Microwave Entrance Facility</b>										
	8.10.1	Preliminary Rooftop Engineering / Survey, per Site									
	8.10.1.1	Site Visit Request Fee				\$255.77				B	
	8.10.1.2	Analysis Performed by Qwest					ICB			B, 3	
	8.10.2	Space Rental									
	8.10.2.1	Rooftop Rent, per Square Foot		\$2.97					B		
	8.10.2.2	Existing Antenna Support Structure or Device, per Antenna					ICB			B, 3	
	8.10.3	Cable Racking									
	8.10.3.1	New (Dedicated) Cable Racking Structure, per Foot				\$33.90				B	
	8.10.3.2	New (Dedicated) Cable Racking Maintenance, per Foot		\$0.12525					B		
	8.10.3.3	Existing (Shared) Cable Racking, per Foot		\$0.02842					B		
	8.10.3.4	Cable Racking Engineering, per Project				\$75.43				B	
	8.10.4	Cable									
	8.10.4.1	Coaxial Placement, per Linear Foot				\$1.92				B	
	8.10.4.2	Cable Placement Engineering, per Project				\$606.30				B	
	8.10.5	Technical Escort, per Half Hour (Business Hours)									
	8.10.6	Building Penetration									
	8.10.6.1	4 - Port Cable Entry Hatch, per Port		\$0.26		\$1,216.38			B	B	
	8.10.6.2	Other Building Penetration, per Penetration		ICB		ICB		B, 3		B, 3	
	8.10.7	Special Work									
						ICB				B, 3	
	<b>8.11 Intentionally Left Blank</b>										
	<b>8.12 Facility Connected (FC) Collocation</b>										
	8.12.1	Quote Preparation Fee, per Request									
	8.12.2	Engineering Fee, per Job									
						ICB				3	
						ICB				3	

Exhibit A  
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			Recurring	Recurring Per Mile	Non-Recurring	2017	2018	2019
8.12.3	Copper Entrance Facility, per 100 Pair		ICB		ICB	3		3
8.12.4	Fiber Entrance Facility, per Cable, minimum 12 Strands (see rates in 8.1.2.1)		\$6.54		\$941.87	12		12
8.12.5	Termination Block with Gas Protectors, per 100 Pairs		ICB		ICB	3		3
8.12.6	Termination Panel, per 12 Strands		ICB		ICB	3		3
8.12.7	DS1 Voltage Isolation, per DS1		ICB		ICB	3		3
<b>8.13 DC Power Reduction and Restoration</b>								
8.13.1	Power Reduction							
8.13.1.1	Quote Preparation Fee, per Office				\$840.24			1
8.13.1.2	Power Reduction, with or without Reservation, per Feed Set							
	8.13.1.2.1	Less Than 60 Amps			\$675.98			1
	8.13.1.2.2	Equal To 60 Amps			\$942.94			1
	8.13.1.2.3	Greater Than 60 Amps			\$1,179.67			1
8.13.1.3	Power Off, per Feed Set, per Secondary Feed				\$870.83			1
8.13.1.4	Power Maintenance Charge (Reservation Charge), per Fuse Set		\$57.28			1		
8.13.1.5	Location Change from Power Board to BDFB				ICB			3
8.13.2	Power Restoration							
8.13.2.1	Quote Preparation Fee, per Office				\$840.24			1
8.13.2.2	Power Restoration, applies to Primary & Secondary Feed							
	8.13.2.2.1	Power Restoration with Reservation						
		8.13.2.2.1.1 Less Than 60 Amps			\$675.98			1
		8.13.2.2.1.2 Equal To 60 Amps			\$942.94			1
		8.13.2.2.1.3 Greater Than 60 Amps			\$1,179.67			1
	8.13.2.2.2	Power Restoration without Reservation			ICB			3
8.13.2.3	Location Change from Power Board to BDFB				ICB			3
<b>8.14 Collocation Transfer of Responsibility</b>								
8.14.1	Intentionally Left Blank							
8.14.2	Assessment Fee, per Request				\$1,058.00			1
8.14.3	Network System Administration Fee, per Request				\$1,663.00			1
8.14.4	Transfer of Responsibility applies to Wireline & Wireless Local Interconnection Trunks, UDIT, Unbundled Dark Fiber, per Circuit				\$29.65			1
8.14.5	Transfer of Responsibility applies to Unbundled Loop, Subloop, Loop Splitting, Loop Mux Combo, EEL, per Circuit				\$29.65			1
<b>8.15 Collocation Available Inventory</b>								
8.15.1	Standard Sites							
	8.15.1.1	Removal of Terminations						
		8.15.1.1.1 DS0, per 100 Terminations			ICB			3
		8.15.1.1.2 DS1, per Termination			ICB			3
		8.15.1.1.3 DS3, per Termination			ICB			3
		8.15.1.1.4 OCN, per 12 Fibers			ICB			3
8.15.2	Special Sites							
	8.15.2.1	Special Site Assessment Fee			\$1,058.00			1
	8.15.2.2	Network Systems Assessment Fee			\$1,663.00			1
	8.15.2.3	Site Survey Fee			\$150.00			1
8.15.3	Re-usable Elements				ICB			3
8.15.4	Quote Preparation Fee (QPF)							
	8.15.4.1	Cageless (see rate in 8.3.1.1)			\$4,195.90			11
	8.15.4.2	Caged (see rate in 8.4.1.1)			\$4,561.19			11
<b>8.16 Collocation Decommissioning (see rates in 9.20)</b>								
8.16.1	Additional Labor Other, per Half Hour or fraction thereof							
	8.16.1.1	Additional Labor Other - Basic			\$27.42			12
	8.16.1.2	Additional Labor Other - Overtime			\$36.62			12
	8.16.1.3	Additional Labor Other - Premium			\$45.84			12
8.16.2	Additional Dispatch, per Order							
	8.16.2.1	Manual			\$46.59			12
	8.16.2.2	Mechanized			\$43.39			12
<b>8.17 Joint Testing</b>								
8.17.1	Set-Up Fee (see rate in 8.2.2.1 with a one hour minimum)				\$56.14			12
8.17.2	Test Time Fee, per Half Hour (see rate in 8.2.2.1)				\$28.07			12
<b>9.0 Unbundled Network Elements (UNEs)</b>								
<b>9.1 Interconnection Tie Pairs (ITP) - Per Connection</b>								
9.1.1	DS0		\$0.98				B	
9.1.2	DS1		\$1.29				B	
9.1.3	DS3		\$15.26				B	
<b>9.2 Unbundled Loops</b>								
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	



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				Recurring	Recurring Per Mile	Non-Recurring	Zone	Category	Code
		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	Intentionally Left Blank							
	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
	9.2.2.5	Bridge Tap Removal				\$147.37			A
	9.2.3	Digital Capable Loops							
	9.2.3.1	Basic Rate ISDN / xDSL-I Capable				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	Basic Rate ISDN Loop when ordered with Port				See 9.2.4			
		9.2.3.2.1	Zone 1	\$11.07			F		
		9.2.3.2.2	Zone 2	\$13.44			F		
		9.2.3.2.3	Zone 3	\$16.73			F		
		9.2.3.2.4	Zone 4	\$28.04			F		
		9.2.3.2.5	Zone 5	\$67.58			F		
	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, 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

Exhibit A  
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		Recurring	Recurring Per Mile	Non-Recurring	2017	2018	2019	2020
				\$16.33				C
				\$66.37				C
				\$16.33				C
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.4.3.1 First							
				\$171.07				C
				\$26.51				C
				\$162.81				C
				\$9.06				#
	9.2.4.3.2 Each Additional							
				\$119.35				C
				\$16.33				C
				\$85.03				#
				\$9.06				#
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.4.4.1 First							
				\$59.81				#
				\$0.00				#
	9.2.4.4.2 Each Additional							
				\$53.32				#
				\$0.00				#
9.2.4.5	Basic Installation with Cooperative Testing							
	9.2.4.5.1 First							
				\$111.29				E
				\$30.30				E
				\$88.49				E
				\$16.89				E
	9.2.4.5.2 Each Additional							
				\$54.28				E
				\$16.89				E
				\$54.28				E
				\$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							
				\$104.82				C
				\$32.51				C
				\$96.68				C
				\$27.99				C
	9.2.5.1.2 Each Additional							
				\$98.27				C
				\$14.64				C
				\$94.66				C
				\$12.83				C
9.2.5.2	Basic Installation with Performance Testing							
	9.2.5.2.1 First							
				\$300.55				C
				\$32.51				C
				\$292.42				C
				\$27.99				C
	9.2.5.2.2 Each Additional							
				\$270.43				C
				\$14.64				C
				\$266.81				C
				\$12.83				C
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation							
	9.2.5.3.1 First							
				\$340.47				C
				\$32.51				C
				\$332.34				C
				\$27.99				C
	9.2.5.3.2 Each Additional							
				\$309.75				C
				\$14.64				C
				\$306.14				C
				\$12.83				C
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation							
	9.2.5.4.1 First							
				\$109.87				C
				\$32.51				C
				\$101.74				C
				\$27.99				C
	9.2.5.4.2 Each Additional							
				\$103.33				C
				\$14.64				C
				\$99.72				C
				\$12.83				C
9.2.5.5	Basic Installation with Cooperative Testing							
	9.2.5.5.1 First							

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					Recurring	Recurring Per Mile	Non- Recurring	REC	PLAN	UNIT
			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
9.2.7	Intentionally Left Blank									
9.2.8	Private Line / Special Access to Unbundled Loop Conversion (as is)						\$36.86			1
	<b>9.3 Subloop</b>									
	9.3.1	2-Wire Analog and Nonloaded 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

Exhibit A  
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				Recurring	Recurring Per Mile	Recurring	2013	2014	2015	
			9.3.1.2.4	Disconnection, Mechanized						C
		9.3.1.3	2-Wire Distribution Loop, First & Each Additional						\$5.42	
			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
			9.3.7.3	FCP Splicing, per 25 Pairs					\$14.07	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 Sharing						
				9.4.2.1	Basic Installation Charge for Line Splitting					
					9.4.2.1.1	Installation, Manual			\$45.70	1
					9.4.2.1.2	Disconnection, Manual			\$26.51	1
					9.4.2.1.3	Installation, Mechanized			\$37.53	1
					9.4.2.1.4	Disconnection, Mechanized			\$14.41	1
			9.4.3	Loop Splitting						
				9.4.3.1	Basic Installation Charge for Loop Splitting					
					9.4.3.1.1	Installation, Manual			\$45.70	1
					9.4.3.1.2	Disconnection, Manual			\$26.51	1
					9.4.3.1.3	Installation, Mechanized			\$37.53	1
					9.4.3.1.4	Disconnection, Mechanized			\$14.41	1
		<b>9.5</b>	<b>Network Interface Device (NID)</b>		\$0.41				A, 7	
			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
				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				\$217.71	C
				9.6.1.6	Disconnection, Manual				\$90.86	C
				9.6.1.7	Installation, Mechanized				\$201.08	C
				9.6.1.8	Disconnection, Mechanized				\$74.23	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				\$260.80	C
				9.6.2.6	Disconnection, Manual				\$91.37	C
				9.6.2.7	Installation, Mechanized				\$244.14	C
				9.6.2.8	Disconnection, Mechanized				\$74.74	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				\$260.80	C
				9.6.3.6	Disconnection, Manual				\$91.37	C
				9.6.3.7	Installation, Mechanized				\$244.14	C
				9.6.3.8	Disconnection, Mechanized				\$74.74	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

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			Recurring	Recurring Per Mile	Non-Recurring	REC	Rate	Unit	Code
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			\$154.39				E
		9.6.11.1.2 Mechanized			\$142.88				E
	9.6.11.2	DS0, Single Office							
		9.6.11.2.1 Manual			\$124.78				E
		9.6.11.2.2 Mechanized			\$113.27				E
	9.6.11.3	High Capacity, Dual Office							
		9.6.11.3.1 Manual			\$186.86				E
		9.6.11.3.2 Mechanized			\$175.35				E
	9.6.11.4	High Capacity, Single Office							
		9.6.11.4.1 Manual			\$167.75				E
		9.6.11.4.2 Mechanized			\$156.24				E
	9.6.12	Private Line / Special Access to UDIT Conversion (as is)			\$126.01				1
<b>9.7 Unbundled Dark Fiber (UDF)</b>									
9.7.1	Initial Records Inquiry (IRI)								
	9.7.1.1	Simple			\$159.32				C
	9.7.1.2	Complex			\$203.15				C
9.7.2	Field Verification and Quote Preparation (FVQP)				\$1,483.73				C
9.7.3	Engineering Verification				\$239.83				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			\$355.94				C
		9.7.4.1.1.2 Disconnection, Manual			\$215.40				C
		9.7.4.1.1.3 Installation, Mechanized			\$339.31				C
		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, Fixed, per Strand / Mile	\$3.08					E	
		9.7.4.1.5 Fiber Cross-Connect (Minimum of 2 Cross-Connects Apply), 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, Fixed, per Pair / Office	\$6.16					C	
		9.7.5.1.5 Fiber Cross-Connect (Minimum of 2 Cross-Connects Apply), 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
<b>9.8 Intentionally Left Blank</b>									
<b>9.9 Intentionally Left Blank</b>									
<b>9.10 Intentionally Left Blank</b>									
<b>9.11 Intentionally Left Blank</b>									
<b>9.12 Intentionally Left Blank</b>									
<b>9.13 Intentionally Left Blank</b>									
<b>9.14 Intentionally Left Blank</b>									
<b>9.15 Intentionally Left Blank</b>									

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				Recurring	Recurring Per Mile	Non-Recurring	ICB	ICB Fee	ICB C
<b>9.16 Intentionally Left Blank</b>									
<b>9.17 Intentionally Left Blank</b>									
<b>9.18 Intentionally Left Blank</b>									
<b>9.19 Construction Charges</b>									
9.19.1	CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber, Unbundled Loop, Loop Mux Combo, EEL, UDIT & Subloop								
	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
<b>9.20 Miscellaneous Charges</b>									
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
	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	Intentionally Left Blank								
9.20.5	Intentionally Left Blank								
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	Intentionally Left Blank								
9.20.10	Intentionally Left Blank								
9.20.11	Additional Dispatch								
	9.20.11.1	Manual				\$46.59			E
	9.20.11.2	Mechanized				\$43.39			E
9.20.12	Trouble Isolation Charge, per Half Hour								
	9.20.12.1	During Business Hours				\$28.07			B
	9.20.12.2	After Business Hours				\$37.55			B
9.20.13	Design Change, per Order								
	9.20.13.1	Manual				\$53.65			E
	9.20.13.2	Mechanized				\$50.45			E
9.20.14	Expedite Charge						ICB		3
9.20.15	Cancellation Charge						ICB		3
9.20.16	Maintenance of Service, per Half Hour or fraction thereof								
	9.20.16.1	Maintenance of Service - Basic				\$27.42			E
	9.20.16.2	Maintenance of Service - Overtime				\$36.62			E
	9.20.16.3	Maintenance of Service - Premium				\$45.84			E
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
	9.20.18.2	After Business Hours				\$41.20			B
9.20.19	Intentionally Left Blank								
<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	Enhanced Extended Loop (EEL)								
	9.23.2.1	EEL Loop, DS0 2-Wire							
		9.23.2.1.1	EEL 2-Wire Loop Installation						
			9.23.2.1.1.1	First					
			9.23.2.1.1.1.1	Installation, Manual		\$226.09			C
			9.23.2.1.1.1.2	Disconnection, Manual		\$73.38			C
			9.23.2.1.1.1.3	Installation, Mechanized		\$213.16			C

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				Recurring	Recurring Per Mile	Non- Recurring	FT LD	FT MT	FT ST	FT ST
			9.23.2.1.1.4	Disconnection, Mechanized		\$60.45				C
		9.23.2.1.1.2	Each Additional							
			9.23.2.1.1.2.1	Installation, Manual		\$156.43				C
			9.23.2.1.1.2.2	Disconnection, Manual		\$46.29				C
			9.23.2.1.1.2.3	Installation, Mechanized		\$156.43				C
			9.23.2.1.1.2.4	Disconnection, Mechanized		\$46.29				C
	9.23.2.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)								
		9.23.2.1.2.1	Zone 1		\$11.26			12		
		9.23.2.1.2.2	Zone 2		\$13.63			12		
		9.23.2.1.2.3	Zone 3		\$16.92			12		
		9.23.2.1.2.4	Zone 4		\$28.23			12		
		9.23.2.1.2.5	Zone 5		\$67.77			12		
	9.23.2.2	EEL Loop, DS0 4-Wire								
		9.23.2.2.1	EEL 4-Wire Loop Installation							
			9.23.2.2.1.1	First						
				9.23.2.2.1.1.1	Installation, Manual	\$226.09				C
				9.23.2.2.1.1.2	Disconnection, Manual	\$73.38				C
				9.23.2.2.1.1.3	Installation, Mechanized	\$213.16				C
				9.23.2.2.1.1.4	Disconnection, Mechanized	\$60.45				C
			9.23.2.2.1.2	Each Additional						
				9.23.2.2.1.2.1	Installation, Manual	\$156.43				C
				9.23.2.2.1.2.2	Disconnection, Manual	\$46.29				C
				9.23.2.2.1.2.3	Installation, Mechanized	\$156.43				C
				9.23.2.2.1.2.4	Disconnection, Mechanized	\$46.29				C
		9.23.2.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)							
			9.23.2.2.2.1	Zone 1	\$21.38			12		
			9.23.2.2.2.2	Zone 2	\$26.29			12		
			9.23.2.2.2.3	Zone 3	\$32.69			12		
			9.23.2.2.2.4	Zone 4	\$54.66			12		
			9.23.2.2.2.5	Zone 5	\$131.66			12		
	9.23.2.3	EEL Loop, DS1								
		9.23.2.3.1	EEL DS1 Loop Installation							
			9.23.2.3.1.1	First						
				9.23.2.3.1.1.1	Installation, Manual	\$279.35				C
				9.23.2.3.1.1.2	Disconnection, Manual	\$71.93				C
				9.23.2.3.1.1.3	Installation, Mechanized	\$266.42				C
				9.23.2.3.1.1.4	Disconnection, Mechanized	\$58.99				C
			9.23.2.3.1.2	Each Additional						
				9.23.2.3.1.2.1	Installation, Manual	\$204.74				C
				9.23.2.3.1.2.2	Disconnection, Manual	\$30.68				C
				9.23.2.3.1.2.3	Installation, Mechanized	\$204.74				C
				9.23.2.3.1.2.4	Disconnection, Mechanized	\$30.68				C
		9.23.2.3.2	DS1 Capable Loop (see rates in 9.2.3.3)							
			9.23.2.3.2.1	Zone 1	\$68.86			12		
			9.23.2.3.2.2	Zone 2	\$69.41			12		
			9.23.2.3.2.3	Zone 3	\$69.08			12		
			9.23.2.3.2.4	Zone 4	\$68.96			12		
			9.23.2.3.2.5	Zone 5	\$74.33			12		
	9.23.2.4	EEL Loop, DS3								
		9.23.2.4.1	EEL DS3 Loop Installation							
			9.23.2.4.1.1	First						
				9.23.2.4.1.1.1	Installation, Manual	\$298.16				C
				9.23.2.4.1.1.2	Disconnection, Manual	\$74.96				C
				9.23.2.4.1.1.3	Installation, Mechanized	\$285.22				C
				9.23.2.4.1.1.4	Disconnection, Mechanized	\$62.03				C
			9.23.2.4.1.2	Each Additional						
				9.23.2.4.1.2.1	Installation, Manual	\$223.54				C
				9.23.2.4.1.2.2	Disconnection, Manual	\$33.71				C
				9.23.2.4.1.2.3	Installation, Mechanized	\$223.54				C
				9.23.2.4.1.2.4	Disconnection, Mechanized	\$33.71				C
		9.23.2.4.2	DS3 Capable Loop (see rates in 9.2.3.4)							
			9.23.2.4.2.1	Zone 1	\$745.93			12		
			9.23.2.4.2.2	Zone 2	\$758.45			12		
			9.23.2.4.2.3	Zone 3	\$750.87			12		
			9.23.2.4.2.4	Zone 4	\$748.20			12		
			9.23.2.4.2.5	Zone 5	\$870.32			12		
	9.23.2.5	Private Line / Special Access to EEL Conversion (as is)				\$36.86				1
	9.23.2.6	EEL Rearrangement								
		9.23.2.6.1	DS0			\$135.13				1
		9.23.2.6.2	High Capacity			\$153.38				1
	9.23.2.7	EEL Transport								
		9.23.2.7.1	DS0 (Recurring Fixed & per Mile) (see rates in 9.6.1)							
			9.23.2.7.1.1	Over 0 to 8 Miles	\$16.59	\$0.10		12	12	
			9.23.2.7.1.2	Over 8 to 25 Miles	\$16.59	\$0.07		12	12	
			9.23.2.7.1.3	Over 25 to 50 Miles	\$16.58	\$0.07		12	12	
			9.23.2.7.1.4	Over 50 Miles	\$16.59	\$0.14		12	12	
		9.23.2.7.2	DS1 (Recurring Fixed & per Mile) (uses rates from 9.6.2)							
			9.23.2.7.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		12	12	
			9.23.2.7.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		12	12	

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				Recurring	Recurring Per Mile	Non- Recurring	DS0	DS1	DS3
			9.23.2.7.2.3	Over 25 to 50 Miles	\$33.13	\$2.30	12	12	
			9.23.2.7.2.4	Over 50 Miles	\$33.13	\$2.70	12	12	
		9.23.2.7.3	DS3 (Recurring	Fixed & per Mile) (uses rates from 9.6.3)					
			9.23.2.7.3.1	Over 0 to 8 Miles	\$224.72	\$10.60	12	12	
			9.23.2.7.3.2	Over 8 to 25 Miles	\$225.41	\$11.55	12	12	
			9.23.2.7.3.3	Over 25 to 50 Miles	\$231.08	\$30.34	12	12	
			9.23.2.7.3.4	Over 50 Miles	\$233.13	\$34.70	12	12	
		9.23.2.8	EEL Multiplexing						
			9.23.2.8.1	DS1 to DS0	\$175.23			A	
				9.23.2.8.1.1	Installation, Manual	\$202.05			C
				9.23.2.8.1.2	Disconnection, Manual	\$74.96			C
				9.23.2.8.1.3	Installation, Mechanized	\$189.11			C
				9.23.2.8.1.4	Disconnection, Mechanized	\$62.03			C
			9.23.2.8.2	DS3 to DS1	\$170.08			A	
				9.23.2.8.2.1	Installation, Manual	\$202.05			C
				9.23.2.8.2.2	Disconnection, Manual	\$74.96			C
				9.23.2.8.2.3	Installation, Mechanized	\$189.11			C
				9.23.2.8.2.4	Disconnection, Mechanized	\$62.03			C
		9.23.2.9	EEL DS0 Channel Performance (uses rates from 9.6.7)						
			9.23.2.9.1	DS0 Low Side Channelization	\$11.23			C	
			9.23.2.9.2	DS1 / DS0 Low Side Channelization	\$6.41			C	
		<b>9.24 Intentionally Left Blank</b>							
		<b>9.25 Loop Mux Combination (LMC)</b>							
		9.25.1	Loop Mux DS0 2-Wire Analog						
			9.25.1.1	LMC 2-Wire Loop Installation					
				9.25.1.1.1	First				
					9.25.1.1.1.1	Installation, Manual	\$126.75		E
					9.25.1.1.1.2	Disconnection, Manual	\$32.79		E
					9.25.1.1.1.3	Installation, Mechanized	\$107.93		E
					9.25.1.1.1.4	Disconnection, Mechanized	\$23.56		E
				9.25.1.1.2	Each Additional				
					9.25.1.1.2.1	Installation, Manual	\$89.66		E
					9.25.1.1.2.2	Disconnection, Manual	\$14.61		E
					9.25.1.1.2.3	Installation, Mechanized	\$86.70		E
					9.25.1.1.2.4	Disconnection, Mechanized	\$13.06		E
			9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)					
				9.25.1.2.1	Zone 1	\$11.26		12	
				9.25.1.2.2	Zone 2	\$13.63		12	
				9.25.1.2.3	Zone 3	\$16.92		12	
				9.25.1.2.4	Zone 4	\$28.23		12	
				9.25.1.2.5	Zone 5	\$67.77		12	
		9.25.2	Loop Mux DS0 4-Wire Analog						
			9.25.2.1	LMC 4-Wire Loop Installation					
				9.25.2.1.1	First				
					9.25.2.1.1.1	Installation, Manual	\$126.75		E
					9.25.2.1.1.2	Disconnection, Manual	\$32.79		E
					9.25.2.1.1.3	Installation, Mechanized	\$107.93		E
					9.25.2.1.1.4	Disconnection, Mechanized	\$23.56		E
				9.25.2.1.2	Each Additional				
					9.25.2.1.2.1	Installation, Manual	\$89.66		E
					9.25.2.1.2.2	Disconnection, Manual	\$14.61		E
					9.25.2.1.2.3	Installation, Mechanized	\$86.70		E
					9.25.2.1.2.4	Disconnection, Mechanized	\$13.06		E
			9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)					
				9.25.2.2.1	Zone 1	\$21.38		12	
				9.25.2.2.2	Zone 2	\$26.29		12	
				9.25.2.2.3	Zone 3	\$32.69		12	
				9.25.2.2.4	Zone 4	\$54.66		12	
				9.25.2.2.5	Zone 5	\$131.66		12	
		9.25.3	Loop Mux, DS1						
			9.25.3.1	LMC DS1 Loop Installation					
				9.25.3.1.1	First				
					9.25.3.1.1.1	Installation, Manual	\$172.99		E
					9.25.3.1.1.2	Disconnection, Manual	\$31.84		E
					9.25.3.1.1.3	Installation, Mechanized	\$154.17		E
					9.25.3.1.1.4	Disconnection, Mechanized	\$22.61		E
				9.25.3.1.2	Each Additional				
					9.25.3.1.2.1	Installation, Manual	\$135.90		E
					9.25.3.1.2.2	Disconnection, Manual	\$13.66		E
					9.25.3.1.2.3	Installation, Mechanized	\$132.94		E
					9.25.3.1.2.4	Disconnection, Mechanized	\$12.11		E
			9.25.3.2	DS1 Capable Loop (see rates in 9.2.3.3)					
				9.25.3.2.1	Zone 1	\$68.86		12	
				9.25.3.2.2	Zone 2	\$69.41		12	
				9.25.3.2.3	Zone 3	\$69.08		12	
				9.25.3.2.4	Zone 4	\$68.96		12	
				9.25.3.2.5	Zone 5	\$74.33		12	



Exhibit A  
Washington

			Recurring	Recurring Per Mile	Non-Recurring	REG	REG	REG
	9.25.4	Private Line / Special Access to LMC Conversion (as is)			\$36.86			1
	9.25.5	DS0 Channel Performance (see rates in 9.6.7)						
	9.25.5.1	Intentionally Left Blank						
	9.25.5.2	DS1 / DS0 Low Side Channelization	\$6.41			12		
	9.25.6	LMC Rearrangement						
	9.25.6.1	DS0			\$135.13			1
	9.25.6.2	High Capacity			\$153.38			1
<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			
	10.1.2	LNP Managed Cuts						
	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 - Calling	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	\$0.34				2	
	10.4.2	National Directory Assistance, per Call	\$0.34				2	
	10.4.3	Intentionally Left Blank						
	10.4.4	Intentionally Left Blank						
	10.4.5	Call Completion, per Call	\$0.04				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>								
	10.6.1	Operator Assistance, per Call	\$0.35				2	
	10.6.2	Busy Line Verify, per Call	\$0.73				2	
	10.6.3	Busy Line Interrupt	\$0.87				2	
	10.6.4	Call Branding, Set-Up & Recording			\$10,500.00			2
	10.6.5	Loading Brand, per Switch			\$175.00			2
<b>10.7 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			\$120.15			1
	10.7.11	Pole Attachment Fee, per Foot, per Year						
	10.7.11.1	Urban	\$3.72				4	
	10.7.11.2	Non-Urban	\$5.61				4	
	10.7.12	Innerduct						
	10.7.12.1	Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.1997				1	
	10.7.12.2	Innerduct Occupancy Fee, per Foot, per Year	\$0.4132				4	
	10.7.13	Access Agreement Consideration			\$10.00			2
	10.7.14	Make Ready			ICB			3
<b>12.0 Operational Support Systems</b>								
	12.1	Development and Enhancements, per LSR Request			\$3.27			E

Exhibit A  
Washington

	Recurring	Recurring Per Mile	Non-Recurring	REG	REG-SEE	REG-SEE	REG-SEE
12.2 Ongoing Maintenance, per LSR Request			\$3.76				B
12.3 Daily Usage Record File, per Record	\$0.0011			1			
12.4 Trouble Isolation Charge			See 9.20				
<b>17.0 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 feeder) rates are pursuant 37th supplemental order in Docket UT-003013.						
1	Rate not addressed in a cost proceeding (Estimated TELRIC)						
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	Qwest has not implemented the NID recurring charge but reserves the right to assess such a charge in the future.						
8	Intentionally Left Blank						
9	Intentionally Left Blank						
10	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.						
11	Rate was ordered for a similar element and is being used because the costs for this element are the same.						
12	Rate was previously ordered for this element in a different section of Exhibit A.						
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.						
14	Intentionally Left Blank						
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.						
@	(Qwest) Element Added or Rate Changed per Amendment						



**Service Performance Indicator Definitions (PID)**

**271 PID Version 9.1**

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

### **271 PID Version 9.1**

#### **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.

## Qwest's Service Performance Indicator Definitions

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## Electronic Gateway Availability

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

<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.	
<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. <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> GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-XML interface (see GA-8), 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-XML. <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>	
<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. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system
<b>Formula:</b> $\left( \frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> <div style="text-align: center;">Available</div>	<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> $\left( \frac{[\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \right) \times 100$	
<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**

<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.	
<b>Description:</b> Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system 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 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>	
<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> $\left( \frac{[\text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period}]}{[\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

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

Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.

**Description:**

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.

- Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: <http://www.qwest.com/wholesale/cmp/ossHours.html>.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- 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.
- 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.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:** CLEC  
aggregate results

**Disaggregation Reporting:** Region-wide level.

**Formula:**

[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

**Exclusions:** None

**Product Reporting:** None

**Standard:** 99.25 percent

**Availability:**

Available

**Notes:**

### 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-XML, 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> $[(\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage}) \div (\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period})] \times 100$	
<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., LSR ID or trouble ticket number).</li> </ol>

**GA-8 – Gateway Availability – IMA-XML**

<b>Purpose:</b> Evaluates the quality of CLEC access to the IMA-XML electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of IMA-XML (Interconnect Mediated Access - Extensible Markup Language) interface and reports the percentage of scheduled availability time the IMA-XML 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-XML 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-XML), 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>  Effective with August 2008 results published in September 2008	<b>Notes:</b>

## 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-1X: 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>			
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Reporting Period:</b> One month</td> <td style="width: 50%;"><b>Unit of Measure:</b> PO-1A, PO-1X: Seconds</td> </tr> </table>		<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-1A, PO-1X: Seconds
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-1A, PO-1X: Seconds		
<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-1X Pre-Order/Order Response Time for IMA-XML</p> <p>Results are reported separately for each of the following transaction types: <sup>NOTE 1</sup></p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling (Due Date Reservation, where appointment is required)</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 2</sup></li> <li>8. Left intentionally blank to preserve numbering</li> <li>9. Connecting Facility Assignment <sup>NOTE 3</sup></li> <li>10. Meet Point Inquiry <sup>NOTE 4</sup></li> </ol> <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-1X (transactions via IMA-XML), request/response will be reported as a combined number.</p>		
<p><b>Formula:</b>  <math display="block">\bullet \left[ \frac{\text{Query Response Date \&amp; Time} - \text{Query Submission Date \&amp; Time}}{\text{Number of Queries Submitted in Reporting Period}} \right] \bullet</math></p>			
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Rejected requests/errors, and timed out transactions</li> </ul>			

**PO-1 – Pre-Order/Order Response Times (continued)**

<b>Product Reporting:</b> None	<b>Standards:</b>	IMA-GUI	IMA-XML
	<b>Total Response Time:</b>  1. Appointment Scheduling 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools <small>NOTE 2</small> 8. Left intentionally blank to preserve numbering. 9. Connecting Facility Assignment 10. Meet Point Inquiry	<10 seconds <25 seconds  <25 seconds <sup>5</sup> <10 seconds <12.5 seconds <sup>5</sup> <10 seconds • 20 seconds <sup>6</sup>    • 25 seconds  • 30 seconds	<10 seconds <25 seconds  <25 seconds <sup>5</sup> <10 seconds <12.5 seconds <sup>5</sup> <10 seconds • 20 seconds    • 25 seconds  • 30 seconds
<b>Availability:</b>  Available, except as specified below:  PO-1X: Effective with August 2008 results published in September 2008	<b>Notes:</b> 1. 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. 2. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. 3. Results based on Connecting Facility Assignment by Unit Query. 4. Results based on meet Point Query, POTS Splitter option for Shared loops. 5. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts >25 lines. 6. Benchmark applies to response time only. Request time and Total time will also be reported.		

## PO-2 – Electronic Flow-through

<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.											
<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 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 during the reporting period, subject to exclusions specified below.</li> </ul>											
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent										
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC	<b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state).										
<b>Formula:</b> PO-2A = $[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100$  PO-2B = $[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100$											
<b>Exclusions:</b> <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>											
<b>Product Reporting:</b> <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>	<b>Standards:</b> <b>PO-2A:</b> Diagnostic										
	<b>PO-2B:</b>										
	<table border="1"> <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 2</sup></td> </tr> </table>	Resale:	95%	Unbundled Loops:	85%	LNP:	95%	UNE-P (POTS & Centrex 21):	95%	Line Sharing:	Diagnostic <sup>NOTE 2</sup>
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	Unbundled Loops:	85%									
	LNP:	95%									
UNE-P (POTS & Centrex 21):	95%										
Line Sharing:	Diagnostic <sup>NOTE 2</sup>										
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Resale:	95%										
Unbundled Loops:	85%										
LNP:	95%										
UNE-P (POTS & Centrex 21):	95%										
Line Sharing:	Diagnostic <sup>NOTE 2</sup>										

## PO-2 – Electronic Flow-through (continued)

<p><b>Availability:</b></p> <p>Available, except as specified below:</p> <p>Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.</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. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.</li></ol>
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**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 business hours for manual rejects. 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.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hrs: Mins.
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide. <ul style="list-style-type: none"> <li>• PO-3C, LSRs received via facsimile</li> <li>• PO-3X, LSRs received electronically and rejected manually</li> </ul>
<b>Formula:</b> • [(Date and time of Rejection Notice) – (Date and time of LSR receipt)] • (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	<b>Standards:</b> <ul style="list-style-type: none"> <li>• PO-3C:                      • 24 work week clock hours</li> <li>• PO-3X:                      • 12 business hours</li> </ul>
<b>Availability:</b> Available, except as specified below:  PO-3X: Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	<b>Notes:</b>

**PO-4 – LSRs Rejected**

<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.	
<b>Description:</b> Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons. <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>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent of LSRs
<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-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>
<b>Formula:</b> $\left[ \frac{\text{Total number of LSRs rejected via the specified method in the reporting period}}{\text{Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period}} \right] \times 100$	
<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>Standard:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

**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 a FOC 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-XML, (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-XML 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</li> <li>• PO-5B:* FOCs provided for <u>electronic/manual</u> LSRs</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>  <math display="block">PO-5A = \left\{ \left[ \text{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} \right] \div \left[ \text{Total Number of original FOC Notifications transmitted for the service category in the reporting period} \right] \right\} \times 100</math>   <math display="block">PO-5B, 5C, \&amp; 5D = \left\{ \left[ \text{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} \right] \div \left[ \text{Total Number of original FOC Notifications transmitted for the service category in the reporting period} \right] \right\} \times 100</math> </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:**

- 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
- For PO-5D: LIS Trunks.

**Standards:**

- For PO-5A (all): 95% within 20 minutes <sup>NOTE 2</sup>
- For PO-5B (all): 90% within standard FOC intervals (specified below)
- For PO-5C (manual): 90% within standard FOC intervals specified below PLUS 24 hours <sup>NOTE 3</sup>
- For PO-5D (LIS Trunks): 85% within eight business days

**Standard FOC Intervals for PO-5B and PO-5C**

<b>Product Group</b> <sup>NOTE 1</sup>	<b>FOC Interval</b>	
<b>Resale</b>		
Residence and Business POTS	1-39 lines	
ISDN-Basic	1-10 lines	
<ul style="list-style-type: none"> <li>• Conversion As Is</li> <li>• Adding/Changing features</li> <li>• Add primary directory listing to established loop</li> <li>• Add call appearance</li> </ul>	<b>24 hours</b>	
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)**

	<b>Resale</b>		
	ISDN-Basic	1-10 lines	<b>48 hours</b>
	<ul style="list-style-type: none"> <li>• Conversion As Specified</li> <li>• New Installs</li> <li>• Address Changes</li> <li>• Change to add Loop</li> </ul>		
	ISDN-PRI (Facility)	1-3	
	PBX	1-24 trunks	
	DS0 or Voice Grade Equivalent	1-24	
	DS1 Facility	1-24	
	DS3 Facility	1-3	
	<b>LNP</b>	25-49 lines	
	<b>Enhanced Extended Loops (EELs)</b> [included in Product Reporting group (b)]		
<b>DS1</b>	1-24 circuits		
	<b>Resale</b>		
	Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes)	1-10 lines	<b>72 hours</b>
	<ul style="list-style-type: none"> <li>• With Common Block Configuration required</li> <li>• Initial establishment of Centrex CMS services</li> <li>• Tie lines or NARs activity</li> <li>• Subsequent to initial Common Block <ul style="list-style-type: none"> <li>• Station lines</li> <li>• Automatic Route Selection</li> <li>• Uniform Call Distribution</li> <li>• Additional numbers</li> </ul> </li> </ul>		
	<b>UNE-P Centrex</b>	1-10 lines	
	<b>UNE-P Centrex 21</b>	1-10 lines	
	<b>Unbundled Loops with Facility Check</b> <small>(NOTE 2, 3)</small>	1 – 24 loops	
	2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable		
<b>Resale</b>			
ISDN-PRI (Trunks)	1-12 trunks	<b>96 hours</b>	
<b>For PO-5D:</b>		<b>8 business days</b>	
LIS Trunks	1-240 trunk circuits		
<b>Availability:</b>	<b>Notes:</b>		
Available, except as specified below:	1. LSRs with quantities above the highest number specified for each product type are considered ICB.		
PO-5A & PO-5B: Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.	2. 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.		
	3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.		

**PO-6 – Work Completion Notification Timeliness****Purpose:**

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.

**Description:**

- Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.
- 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.
- The end time is when the electronic order completion notice is made available<sup>NOTE 1</sup> to the CLEC via the ordering interface used to place the local service request. The notification is made available at an LSR level when all service orders that comprise the CLEC LSR are complete.
- 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: <http://www.qwest.com/wholesale/cmp/ossHours.html>.

**Reporting Period:**

One month

**Unit of Measure:**

Hrs:Mins

**Reporting**

**Comparisons:** CLEC aggregate and individual CLEC results.

**Disaggregation Reporting:** Statewide level.**Formula:**

- ((Date and Time Completion Notification made available) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor)) • (Number of completion notifications made available in reporting period)

**Exclusions:**

- Records with invalid completion dates.
- LSRs submitted manually (e.g., via facsimile).
- ASRs submitted via EXACT.

**Product Reporting:**

Not applicable

**Standard:**

6 hours

**Availability:**

Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.

**Notes:**

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. The time a notice is "made available" via the IMA-XML is the time Qwest makes the completion notice available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted by Qwest or retrieved by the CLEC.

## PO-7 – Billing Completion Notification Timeliness

<p><b>Purpose:</b> To evaluate the timeliness with which electronic billing completion notifications are made available to CLECs, focusing on the percentage of notifications that are made available (for CLECs) or posted in the billing system (for Qwest retail) within five <u>business days</u>.</p>	
<p><b>Description:</b> <u>PO-7X:</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 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 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 "made available" via the IMA-XML is the time Qwest makes the completion notice available for XML transmission (push) or retrieval (pull). When this occurs, the notice can be immediately transmitted by Qwest or retrieved by the CLEC. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-XML.</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 as used to submit the LSR.</li> <li>Intervals counted in the numerator of this measurement 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>	
<p><b>Reporting Period:</b> One month</p>	
<p><b>Unit of Measure:</b> Percent</p>	
<p><b>Reporting Comparisons:</b> PO-7X: 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-7X Notices made available via IMA</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-7X = (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)</p> <p><u>For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7X):</u> PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within five 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)**

<p><b>Exclusions:</b>                  PO-7X &amp; 7C</p> <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> <p>PO-7X</p> <ul style="list-style-type: none"> <li>• LSRs submitted manually.</li> <li>• ASRs submitted via EXACT.</li> </ul>	
<p><b>Product Reporting:</b>                  Not applicable</p>	<p><b>Standard:</b>                  PO-7X: Parity with PO-7C</p>
<p><b>Availability:</b></p> <p>Available, except as specified below:</p> <p>PO-7X: Combined interface reporting is effective with August 2008 results published in September 2008 and until such time that the aggregated results are provided, reporting will be based on the prior PID version.</p>	<p><b>Notes:</b></p>



**PO-8 – Jeopardy Notice Interval**

<p><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).</p>	
<p><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> </p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Average <u>Business days</u> <sup>NOTE 1</sup></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> [•(Date of the original due date of orders completed in the reporting period that received jeopardy notification – Date of the first jeopardy notification) • Total orders completed in the reporting period that received jeopardy notification]</p>	
<p><b>Exclusions:</b></p> <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>	
<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> 1. 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.</p>

**PO-9 – Timely Jeopardy Notices**

<b>Purpose:</b> When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.	
<b>Description:</b> Measures the percentage of late orders for which advance jeopardy notification is provided. <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>	
<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. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $\left[ \frac{\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}}{\text{Total number of missed due date orders completed in the reporting period}} \right] \times 100$	
<b>Exclusions:</b> <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>	
<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>

**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> •(Count of Qwest due date changes on all orders) • (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****Purpose:**

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 <http://www.qwest.com/wholesale/cmp/whatiscmp.html>.

**Description:**

- 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>
- Release notices measured are:
  - Draft Technical Specifications (for App to App interfaces only);
  - Final Technical Specifications (for App to App interfaces only);
  - Draft Release Notices (for IMA-GUI interfaces only);
  - Final Release Notices (for IMA-GUI interfaces only); and
  - OSS Interface Retirement Notices. <sup>NOTE 2</sup>
  - For the following OSS interfaces:
    - IMA-GUI, IMA-XML;
    - CEMR;
    - Exchange Access, Control, & Tracking (EXACT); <sup>NOTE 3</sup>
    - Electronic Bonding - Trouble Administration (EB -TA); <sup>NOTE 4</sup>
    - IABS and CRIS Summary Bill Outputs; <sup>NOTE 5</sup>
    - Loss and Completion Records; <sup>NOTE 5</sup>
    - New OSS interfaces (for introduction notices only.) <sup>NOTE 6</sup>
- Also included are notifications for connectivity or system function changes to Resale Product Database.
- 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.
- Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
- Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
- Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- 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>
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

**Reporting Period:** One month**Unit of Measure:** Percent**Reporting Comparisons:** CLEC Aggregate**Disaggregation Reporting:** Region-wide level.**Formula:**

$$\left[ \frac{\text{Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP)}}{\text{Total number of required release notifications for specified OSS interface changes within reporting period}} \right] \times 100$$

**Exclusions:**

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

**PO-16 Timely Release Notifications (continued)**

<b>Product Reporting:</b> None	<b>Standards:</b> Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications
<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**

**Purpose:**  
Evaluates Qwest’s ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments.

**Description:**

- PO-19X**
- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA XML Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE.
  - Includes one test transaction for each test scenario published in the *IMA XML Data Document – for the Stand Alone Test Environment (SATE)*.
  - 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 *IMA XML Data Document – for the Stand Alone Test Environment (SATE)*.
  - The successful execution of a transaction is determined by the Qwest Test Engineer according to:
    - The expected results of the test scenario as described in the *IMA XML Data Document – for the Stand Alone Test Environment (SATE)* and the XML disclosure document.
    - The transactions strict adherence to business rules published in Qwest’s most current IMA XML Disclosure Documentation for each release and the associated Addenda.<sup>NOTE 1</sup>
  - For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
    - 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 business days of the numbered release being originally installed in SATE. This five-business day period will be referred to as the “Testing Window.”
  - Test transaction results will be reported by release and included in the Reporting Period during which the release transactions are completed.

- PO-19B**
- Validates the extent that SATE mirrors production by measuring the percentage of IMA XML test transactions that produce comparable results in SATE and in production.
    - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release’s XML disclosure document and developer worksheets related to the IMA release being tested.
    - Comparability will be determined by evaluating the data and fields in each XML 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.
  - Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
    - Test transactions consist of a defined suite of Product/Activity combinations. Qwest’s three regions will be represented.<sup>NOTE 2</sup>
    - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
  - 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 WSDLs distributed as part of release notifications.<sup>NOTE 3</sup>

<b>Reporting Period:</b>	<b>Unit of Measure:</b> Percent
One month (for those months in which release-related test transactions are completed)	

<b>Reporting Comparisons:</b> None	<b>Disaggregation Reporting:</b>
	PO-19X – Reported separately for each release tested in the reporting period
	PO-19B – None

**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)****Formula:****PO-19X:**

[(Total number of successfully completed SATE test transactions executed for a Software Release in the Reporting Period) • (Total number of SATE test transactions executed for each Software Release completed in the Reporting Period)] x 100

**PO-19B:**

[(Total number of completed IMA XML test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period) + (Total number of completed IMA XML test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period)] x 100

**Exclusions:**

## For PO-19B:

- 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-XML (e.g., PREMIS or SIA).
- 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.

**Product Reporting:** None**Standard:**

PO-19X – 95% for each release tested

PO-19B – 95%

**Availability:**

Effective with August 2008 results published in September 2008

**Notes:**

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 XML Data and Disclosure Documents.
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 XML Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with XML transaction volumes > 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 > 100).
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 appointment availability query transaction in SATE will not return the same list of available appointments

**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)**

	<p>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-XML) 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 are evaluated in this measurement. <sup>NOTE 2</sup>
- 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:**

$$\left[ \frac{\text{(Number of accurate, evaluated Service Orders)}}{\text{(Number of evaluated Service Orders completed in the reporting period)}} \right] \times 100$$

**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)**

<b>Product Reporting:</b> <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>	<b>Standard:</b> 95%
<b>Availability:</b>  Available, except as specified below:  Inclusion of XML reporting is effective with July 2008 results published in September 2008 and until such time that the XML results are provided, reporting will be based on the prior PID version.	<b>Notes:</b> <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-XML.</li> <li>2. 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>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>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>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.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<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>
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).
	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>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 above.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<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>	BLOCK (Stage 1)	Blocking Type	<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>
<b>LSR</b>	DFDT	Desired Frame Due Time	<p>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.</p>
	DDD	Desired Due Date	<p>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))</p>
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTN	Listed Telephone Number	<p>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.</p> <p>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.</p>
	LNPL	Letter Name Placement	<p>LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.</p>

## 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> $\left[ \frac{\text{Total Calls Answered by Center within 20 seconds}}{\text{Total Calls received by Center}} \right] \times 100$	
<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****Purpose:**

Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

**Description:**

Measures the percentage of orders for which the scheduled due date is met.

- 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 inward activity. Also included are orders with customer-requested due dates longer than the standard interval.
- 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.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting**

**Comparisons:**  
CLEC aggregate,  
individual CLEC  
and Qwest Retail  
results

**Disaggregation Reporting:** Statewide level.

- Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving:
  - OP-3A Dispatches within MSAs;
  - OP-3B Dispatches outside MSAs; and
  - OP-3C No dispatches.
- Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations:
  - OP-3D In Interval Zone 1 areas; and
  - OP-3E In Interval Zone 2 areas.

**Formula:**

$$\left[ \frac{\text{(Total Orders completed in the reporting period on or before the Applicable Due Date)}}{\text{(Total Orders Completed in the Reporting Period)}} \right] \times 100$$

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- 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.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.



**OP – 3 Installation Commitments Met (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></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
• 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	CO: 90%
	<b>All Other States: Diagnostic</b>
<b><u>Zone-Type Disaggregation -</u></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
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 (designed)
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:</b> 90%
	<b>All Other States:</b> Diagnostic
<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:</b> 90%
	<b>All Other States:</b> 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.

### 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 <u>business days</u>)<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 "<u>MSA-Type Disaggregation</u>" 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 "<u>Zone-type Disaggregation</u>" 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> •[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] • Total Number of Orders Completed in the reporting period</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><u>MSA-Type Disaggregation -</u></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
• 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	<b>CO:</b> 6 days
	<b>All Other States:</b> Diagnostic
<b><u>Zone-Type Disaggregation -</u></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
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 (designed)
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

**OP- 5 – New Service Quality (continued)**

<p>service order during the provisioning process or within 30 calendar days following installation completion.</p> <ul style="list-style-type: none"> <li>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 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></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 installation.</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>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 as defined above under OP-5A or OP-5B, as applicable</u>) • (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> <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> </ul> </li></ul>	

**OP- 5 – New Service Quality (continued)**

<ul style="list-style-type: none"> <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 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.</li> <li>• Records involving official Qwest company services.</li> <li>• Records missing data essential to the calculation of the measurement as defined herein.</li> </ul>	
<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> 96.5%</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)**

<b>Product Reporting:</b>	<b>Standards:</b>		
<b>Reported under OP-5A, OP-5B, OP-5T and OP-5R:</b>			
	<b>OP-5A</b>	<b>OP-5B</b>	<b>OP-5T &amp; OP-5R</b>
<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
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 RES & BUS POTS	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 (designed)	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 DS1 Private Line	96.5%	Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI (designed)	96.5%	Diagnostic
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)	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 business days <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>Dispatches within MSAs;</li> <li>Dispatches outside MSAs; and</li> <li>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>In <u>Interval Zone 1</u> areas; and</li> <li>In <u>Interval Zone 2</u> areas.</li> </ol> </li> </ul>
<p><b>Formula:</b> OP-6A = ●[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ● (Total Number of Late Orders for non-facility reasons completed in the reporting period)</p> <p>OP-6B = ●[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date) ● (Total Number of Late Orders for facility reasons completed in the reporting period)</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
• 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 Res and Bus POTS
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	Parity with retail Res and Bus POTS
• 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
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 (designed)
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 ISDN BRI (designed)
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)

**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	<b>Notes:</b> <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> • [Completion time – Lift time] • (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> Available	<b>Notes:</b>

**OP-8 – Number Portability Timeliness**

<b>Purpose:</b> Evaluates the timeliness of cutovers of local number portability (LNP).	
<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>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent of triggers set on time
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<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	
<b>Exclusions:</b> <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>	
<b>Product Reporting:</b> None	<b>Standard:</b> 95%
<b>Availability:</b> Available	<b>Notes:</b>

### 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)****Formula:**

OP-13A =  $\left[ \frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time"}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100$

OP-13B =  $\left[ \frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100$

**Exclusions:**

Applicable to OP-13A:

- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.

OP-13A & OP-13B:

- Records with invalid completion dates.
- Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".
- Invalid start/stop dates/times or invalid scheduled date/times.
- Projects involving 25 or more lines.

**Product Reporting:** Coordinated Unbundled Loops – Reported separately for:

- Analog Loops
- All Other Loops

**Standards:**

**OP-13A:**

**AZ:** 90 Percent or more

**All Other States:** 95 Percent or more

**OP-13B:** Diagnostic

**Availability:**

Available

**Notes:**

**OP-15 – Interval for Pending Orders Delayed Past Due Date****Purpose:**

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.

**Description:**

OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.

- 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 inward activity.
- 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>
- 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>

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.

**Reporting Period:** One month

**Unit of Measure:**

OP-15A – Average Business Days <sup>NOTE 2</sup>

OP-15B – Number of orders pending facilities

**Reporting Comparisons:**

CLEC aggregate, individual CLEC, Qwest retail

**Disaggregation Reporting:**

Statewide

**Formula:**

OP-15A =  $\bullet \left[ \frac{\text{(Last Day of Reporting Period)} - \text{(Applicable Due Date of Late Pending Order)} - \text{(Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)}}{\text{(Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period)}} \right] \bullet$

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons

**Exclusions:**

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

**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)
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 Res and Bus POTS)
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	Diagnostic (Expectation: Parity with retail Res and Bus POTS)
• 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 (designed))
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 (designed))
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
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**

<p><b>Purpose:</b> 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.</p>	
<p><b>Description:</b> <b>OP-17A</b></p> <ul style="list-style-type: none"> <li>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.                     <ul style="list-style-type: none"> <li>Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.</li> <li>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.</li> <li>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.</li> </ul> </li> </ul> <p><b>OP-17B</b></p> <ul style="list-style-type: none"> <li>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.                     <ul style="list-style-type: none"> <li>Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.</li> <li>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.</li> </ul> </li> <li>Disconnects are defined as the removal of switch translations, including the 10-digit trigger.</li> <li>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.</li> <li>Includes all CLEC orders for LNP TNs completed in 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</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate and Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Statewide</p>
<p><b>Formula:</b>                      [(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred) / Total Number of LNP TNs ported pursuant to orders completed in the reporting period] x 100</p>	

**OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)****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.

**Product Reporting:** LNP**Standards:**

OP-17A – 98.25%

OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.

**Availability:**

Available

**Notes:**

## 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**

<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).	
<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. <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>	
<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. <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>
<b>Formula:</b> [(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) • (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 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 (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><u>MSA-Type Disaggregation -</u></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 RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	<b>CO:</b> Parity with retail ISDN-BRI <b>All Other States:</b> Diagnostic
<b><u>Zone-type Disaggregation -</u></b>	
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI (designed)
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with ISDN-BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN-BRI (designed)
<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**

**Purpose:**  
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).

**Description:**  
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.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
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<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-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 “Zone-type Disaggregation” 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>
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**Formula:**  

$$\left[ \frac{\text{Total Trouble Reports closed in the reporting period that are cleared within 48 hours}}{\text{Total Trouble Reports closed in the reporting period}} \right] \times 100$$

**Exclusions:**

- Trouble reports coded as follows:
  - 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).
  - 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).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”.
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

**MR-4 – All Troubles Cleared within 48 Hours (Continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></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 RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
<b><u>Zone-Type Disaggregation -</u></b>	
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI (designed)
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN-BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN-BRI (designed)
<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****Purpose:**

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).

**Description:**

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.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

**Reporting Period:** One month**Unit of Measure:** Percent**Reporting Comparisons:**

CLEC aggregate, individual CLEC and Qwest Retail results

**Disaggregation Reporting:** Statewide level.

Results for listed products will be disaggregated according to trouble reports:

- MR-5A In Interval Zone 1 areas; and
- MR-5B In Interval Zone 2 areas.

**Formula:**

$[(\text{Number of Trouble Reports closed in the reporting period that are cleared within 4 hours}) \div (\text{Total Trouble Reports closed in the reporting period})] \times 100$

**Exclusions:**

- Trouble reports coded as follows:
  - 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).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

**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

<p><b>Purpose:</b> Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.</p>	
<p><b>Description:</b> Measures the time actually taken to clear trouble reports.</p> <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>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Hours and Minutes</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 trouble reports involving: MR-6A Dispatches within MSAs; MR-6B Dispatches outside MSAs; and MR-6C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under “<u>Zone-type Disaggregation</u>” will be disaggregated according to trouble reports involving: MR-6D In <u>Interval Zone 1</u> areas; and MR-6E In <u>Interval Zone 2</u> areas.</li> </ul>
<p><b>Formula:</b> • [(Date &amp; Time Trouble Report Cleared) – (Date &amp; Time Trouble Report Opened)] • (Total number of Trouble Reports closed in the reporting period)</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>• Trouble reports from MTAS or WFA that are coded as No Trouble Found or Test Okay and with durations of less than or equal to 1 hour.</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 RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail 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	
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 (designed)
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 DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
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

**MR-6 – Mean Time to Restore (Continued)**

<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.
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**MR-7 – Repair Repeat Report Rate**

<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).	
<b>Description:</b> Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits. <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>	
<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.	<b>Unit of Measure:</b> Percent
<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 "<u>MSA-Type Disaggregation</u>" will be reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-7A Dispatches within MSAs;</li> <li>MR-7B Dispatches outside MSAs; and</li> <li>MR-7C 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-7D In <u>Interval Zone 1</u> areas; and</li> <li>MR-7E In <u>Interval Zone 2</u> areas.</li> </ul> </li> </ul>
<b>Formula:</b> $\left[ \frac{\text{Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed}}{\text{Total number of Trouble Reports Closed in the reporting period}} \right] \times 100$	
<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>• 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> </ul>	

**MR-7 – Repair Repeat Report Rate (Continued)**

<ul style="list-style-type: none"> <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>	<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
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (POTS)</li> </ul>	Parity with like retail service
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex 21 )</li> </ul>	Parity with retail Centrex 21
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex)</li> </ul>	Parity with retail Centrex
<ul style="list-style-type: none"> <li>Line Splitting</li> </ul>	Parity with retail Res and Bus POTS
<ul style="list-style-type: none"> <li>Loop Splitting <sup>NOTE 1</sup></li> </ul>	Diagnostic
<ul style="list-style-type: none"> <li>Line Sharing</li> </ul>	<b>AZ &amp; CO:</b> Parity with retail Res and Bus POTS <b>All Other States:</b> Diagnostic Comparison with retail Res and Bus POTS
<ul style="list-style-type: none"> <li>Sub-Loop Unbundling</li> </ul>	<b>CO:</b> Parity with Retail ISDN-BRI <b>All Other States:</b> Diagnostic
<b>Zone-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>Resale</li> </ul>	
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
<ul style="list-style-type: none"> <li>LIS Trunks</li> </ul>	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> <li>Unbundled Dedicated Interoffice Transport (UDIT)</li> </ul>	
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
<ul style="list-style-type: none"> <li>Unbundled Loops:</li> </ul>	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
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 DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
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
<ul style="list-style-type: none"> <li>E911/911 Trunks</li> </ul>	Parity with retail E911/911 Trunks

**MR-7 – Repair Repeat Report Rate (Continued)**

<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul>	Diagnostic
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul>	Parity with retail DS1 Private Line
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul>	Diagnostic
<p><b>Availability:</b>                  Targeted availability with July 2004 results reported in September 2004</p>	<p><b>Notes:</b>                  1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</p>

**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> $\left[ \frac{\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}}{\text{Total number of the specified services that are in service in the reporting period}} \right] \times 100$	
<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
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 RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail 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 (designed)
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 DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
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

**MR-8 – Trouble Rate (continued)**

<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.
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**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 MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.
<b>Formula:</b> $\left[ \frac{\text{Total Trouble Reports Cleared by appointment date and time}}{\text{Total Trouble Reports Closed in the Reporting Period}} \right] \times 100$	
<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****Purpose:**

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.

**Description:**

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:

- 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 MSA type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:** CLEC aggregate, individual CLEC and Qwest Retail results

**Disaggregation Reporting:** Statewide level.

**Formula:**

$[(\text{Number of Trouble Reports coded to disposition codes specified above}) \div (\text{Total Number of Trouble Reports Closed in the Reporting Period})] \times 100$

**Exclusions:**

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.



**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
• 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 Specified Timeframes

### Purpose:

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.

### Description:

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.

- 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 business day, 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.

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.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.
- 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.
- 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.
- 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
- Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:** CLEC Aggregate and Individual CLEC

**Disaggregation Reporting:** Statewide level (all are “non-dispatched”).

### Formula:

MR-11A =  $\left[ \frac{\text{Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours}}{\text{Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period}} \right] \times 100$

MR-11B =  $\left[ \frac{\text{Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours}}{\text{Total Number of specified LNP-only Trouble Reports closed in the reporting period}} \right] \times 100$

**MR-11 – LNP Trouble Reports Cleared within Specified Timeframes (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) = $\bullet$ (Date Record Transmitted or made available – Date Usage Recorded) $\bullet$ (Total number of records)  BI-1B = $\left[ \frac{\text{(# of daily usage records for Jointly provided switched access sent within four days)}}{\text{(Total daily usage records for Jointly provided switched access in the report period)}} \right] \times 100$	
<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> 1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.

**BI-2 – Invoices Delivered within 10 Days**

<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.	
<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. <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>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> Combined Qwest Retail/CLEC results (Parity by design)	<b>Disaggregation Reporting:</b> State level
<b>Formula:</b> $\left[ \frac{\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}}{\text{Total Number of Invoices}} \right] \times 100$	
<b>Exclusions:</b> <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>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>UNEs and Resale</li> </ul>	<b>Standard:</b> Parity by design.
<b>Availability:</b> Available	<b>Notes:</b>

**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> $\left[ \frac{\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors}}{\text{Total Billed Revenue billed in Reporting Period}} \right] \times 100$	
<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: 98%</li> <li>• BI-3B – Reciprocal Compensation (MOU) – 95%</li> </ul>
<b>Availability:</b> Available	<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>[(\bullet)(\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} \bullet \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>[(\bullet)(\text{Revenue for Local Minutes of Use billed on the correct* bill} \bullet \text{Total revenue for Local Minutes of Use collected during the month})] \times 100</math></p>	
<b>Exclusions:</b> None	
<b>Product Reporting:</b>	<b>Standards:</b>
<ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Reciprocal Compensation (MOU)</li> </ul>	<p><b>BI-4A</b> - UNEs and Resale: Parity with Qwest Retail bills.</p> <p><b>BI-4B</b> - Reciprocal Compensation (MOU): 95%</p>
<b>Availability:</b>	<b>Notes:</b>
Available	

## 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> •[(Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period) – (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)] • Total database updates as specified under Disaggregation Reporting completed in the reporting period</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> [Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 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> $\bullet \left[ (\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring}) \right] \bullet (\text{Total Calls Answered by Center})$	
<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> •[(Date and Time of Call Answer) – (Date and Time of First Ring)] • (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[ \frac{\text{Blockage in Final Trunk Group of Specified Type} \times (\text{Number of Circuits in Trunk Group})}{\text{Total Number of Final Trunk Circuits in all Final Trunk Groups}} \right] \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>  <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: <ol 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> </ol> </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>	
<p><b>Product Reporting:</b> LIS Trunks</p>	<p><b>Standards:</b> Where NI-1A • 1%: 1 % Where NI-1A &gt; 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B • 1%: 1 % Where NI-1B &gt; 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic <sup>NOTE 5</sup></p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <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

**CP-1 – Collocation Completion Interval (continued)**

<p>collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in 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)  •[(Collocation Completion Date) – (Complete Application Date)] • (Total Number of Collocations Completed in Reporting Period)</p>	

**CP-1 – Collocation Completion Interval (continued)**

<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>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standards:</b>                  CP-1A: 90 calendar days                  CP-1B: 120 calendar days                  CP-1C: 150 calendar days</p>
<p><b>Availability:</b>                  Available</p>	<p><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).</p>

## 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

**CP-2 – Collocations Completed within Scheduled Intervals (continued)**

<p>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:</p> <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> <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)  <math display="block">\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</math></p>	
<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)

<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).
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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> •[(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)] • (Total Feasibility Studies Completed in the 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>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**

<b>Purpose:</b> Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.	
<b>Description:</b> Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval <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>	
<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.
<b>Formula:</b> [[Total Applicable Collocation Feasibility studies completed within Scheduled Intervals ) • (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 90 percent or more
<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).



## 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 a 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.

**DEFINITION OF TERMS (continued)**

**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.

**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.

**DEFINITION OF TERMS (continued)**

**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.

**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.

### DEFINITION OF TERMS (continued)

**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).

**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.

## GLOSSARY OF ACRONYMS

<b>ACRONYM</b>	<b>DESCRIPTION</b>
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interchange
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems

**GLOSSARY OF ACRONYMS (continued)**

<b>ACRONYM</b>	<b>DESCRIPTION</b>
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The “x” prefix refers to DSL generically. An “x” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.)

## APPENDIX A

### PO-20 Feature Detail Fields

#### Feature Detail

##### **Resale and UNE-P (POTS and Centrex 21):**

###### ***CFN***

Validate the call forwarding TN

###### ***CFNB***

Validate the call forwarding TN

###### ***CFND***

Validate the call forwarding TN

###### ***RCYC***

FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

###### ***HLN (HLA Hot Line)***

FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

###### ***LINK (HME CALL FORWARDING TO CELLULAR)***

FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

###### ***DES on DID MBB***

If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

**APPENDIX A (continued)*****TN on Custom Ring USOC (RGG1A etc.)***

We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

***CAS (if provided on LSR for SEA)***

Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

***WW (if provided on LSR for TFM)***

Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

***MBOA (if provided on LSR for VFN)***

Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

***DES on VGT (if provided on LSR)***

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

***WLT (WLS Warm Line)***

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.



## APPENDIX A (continued)

### FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

#### ***SIT (if provided on LSR for WFA)***

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

#### ***SIS (if provided on LSR for WFA)***

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

#### ***ELN (if provided on LSR for WFA)***

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

#### ***ELA (if provided on LSR for WFA)***

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

#### ***AOS (if provided on LSR for WFA)***

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

#### ***ALC (if provided on LSR for WFA)***

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

## APPENDIX A (continued)

### Resale and UNE-P Centrex 21

**FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):**

***KEY (If provided on LSR for Electronic Business Set EBS USOCs)***

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

***MADN (If provided on LSR for Electronic Business Set EBS USOCs)***

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

***ROL (If provided on LSR for Electronic Business Set EBS USOCs)***

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

***TTYD (If provided on LSR for C2TAX)***

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

## APPENDIX A (continued)

### FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

#### ***CPG (If provided on LSR for E3PPK)***

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

#### ***CPUO (If provided on LSR for E3PPK)***

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

#### ***CPUT (If provided on LSR for E3PPK)***

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

### FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

#### ***SCG (If provided on LSR for Speed call USOCs)***

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

#### ***CSL (If provided on LSR for Speed call USOCs)***

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The CSL FID along with the 2 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

#### ***SCF (If provided on LSR for Speed call USOCs)***

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

## **EXHIBIT C**

**See Qwest's Wholesale web-site for the Service Interval Guide.**

## **EXHIBIT E**

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## EXHIBIT F

### SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
  - 1.1 Intentionally Left Blank.
  - 1.2 Intentionally Left Blank.
  - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
    - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
    - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
  - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements 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.

**EXHIBIT G**

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## EXHIBIT H

### Calculation of the Relative Use Factor (RUF)

#### **Minutes that are Qwest's responsibility (A):**

- All EAS/Local 251(b)(5) and ISP MOU that Qwest sends to CLEC
- All Qwest Exchange Access MOU that Qwest sends to CLEC
- EAS/Local 251(b)(5) and ISP traffic that transits Qwest network and is terminated to CLEC, for which Qwest receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that Qwest sends to CLEC.
- All FX MOU that CLEC sends to Qwest

#### **Minutes that are CLEC's responsibility (B):**

- All EAS/Local 251(b)(5) and ISP MOU that CLEC sends to Qwest
- All Exchange Access MOU that CLEC sends to Qwest
- All EAS/Local 251(b)(5) and ISP traffic that CLEC sends to Qwest for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC sends to Qwest
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that Qwest sends to CLEC and that CLEC sends to Qwest
- All VNXX MOU that Qwest sends to CLEC
- All VNXX MOU that transits Qwest network and is terminated to CLEC

**The mathematical equation for RUF is as follows:**

**Qwest (A) / (A+B)      Rounded to nearest whole percentage**

**CLEC (B) / (A+B)      Rounded to nearest whole percentage**

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.



## Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.
2. ICB Rate Intervals
  - 2.1 For those products and services identified in the Agreement that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the Agreement or this Exhibit.
  - 2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide CLEC with an ICB quote within the stated specific intervals:
    - 2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.
    - 2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.
    - 2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.
    - 2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.
    - 2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.
  - 2.3 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or 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. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

## **Exhibit I – Individual Case Basis**

### **3. ICB Provisioning Intervals**

- 3.1 For those products and services provided pursuant to this Agreement that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.
- 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

**Exhibit J**  
Election of Reciprocal Compensation Option

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## Exhibit K

### PERFORMANCE ASSURANCE PLAN

#### 1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), initially prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service and subsequently modified in accordance with the Commission's orders.<sup>1</sup> This PAP is also subject to the following provisions ordered by the Commission in Order No. 8, Par. 42, Docket UT-061625, *In the Matter of the Petition of Qwest Corporation for and Alternative Form of Regulation ("AFOR") pursuant to RCW 80.36.135*:

- 1.1.1 The PAP shall remain in effect for the full four-year term of the AFOR, unless modified by the Commission.
- 1.1.2 The PAP must remain available to all wholesale carriers in its current form unless modified by the Commission.
- 1.1.3 The PAP terms must apply to all wholesale service provided by Qwest as a substitute for unbundled network elements ("UNE substitute services") during the term of the AFOR, unless the affected parties agree otherwise.<sup>2</sup>

#### 2.0 Plan Structure

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

- 2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to a Fund established by the state regulatory commission or, if required by existing law, to the state general fund.

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<sup>1</sup> The PAP is attached as Exhibit K to Qwest's Statement of Generally Available Terms ("SGAT") on file with the Commission, and the PAP incorporates or references other provisions of, or exhibits to, the SGAT. The PAP remains in effect and available for adoption by CLEC according to its terms and the terms of any applicable interconnection or commercial agreement, without regard to the legal effect or availability for adoption of the SGAT as a whole.

<sup>2</sup> "UNE substitute services" means services Qwest offers to CLECs as substitutes for unbundled network elements that (a) are no longer available as unbundled network elements under 47 U.S.C. § 251(c)(3) as a result of the Triennial Review Order, Triennial Review Remand Order or any other FCC orders and (b) were previously included in Qwest's Performance Assurance Plan and measured by Performance Indicator Definitions in effect.

## Exhibit K

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance) unless otherwise specified.

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail analogues result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0.

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained. In which case section 3.1.2 applies.

### 3.0 Performance Measurements

3.1 The performance measurements that are in the PAP and either (1) subject to the PAP payment mechanisms or (2) not subject to the PAP payment mechanisms but subject to the Reinstatement/Removal Process set forth in section 3.2 below are identified in Attachment 1 and sections 6.3 and 7.4. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") included in the SGAT at Exhibit B.<sup>3</sup>

3.1.1 On Attachment 1, the measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

3.1.2 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any Tier 1 or Tier 2 benchmark or non-interval parity performance submeasure, Qwest shall apply one allowable miss to a submeasure disaggregation that otherwise would require 100% performance before the performance is considered as non-conforming to standard (1) if at the CLEC-aggregate level, the performance standard is met or (2) where the CLEC-aggregate

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<sup>3</sup> The PID is attached as Exhibit B to Qwest's SGAT on file with the Commission, and the PAP incorporates or references this SGAT Exhibit. The PAP, including the incorporated Exhibit B measures, remains in effect and available for adoption by CLEC according to its terms and the terms of any applicable interconnection or commercial agreement, without regard to the legal effect or availability for adoption of the SGAT as a whole.

## Exhibit K

performance must be 100% to meet the standard, the CLEC-aggregate performance is conforming after applying one allowable miss at that level.

3.2 The following measures, which are listed in Attachment 1 or section 7.4, are not subject to the payment mechanisms of the PAP; however, they are subject to the PID Reinstatement/Removal Process. All other measures listed in Attachment 1, section 6.3 or section 7.4 are subject to the PAP payment mechanisms, but they are not subject to the PID Reinstatement/Removal Process.

- GA-3 Gateway Availability EB-TA
- GA-4 System Availability EXACT
- GA-7 Timely Outage Resolution following Software Releases
- PO-2B Electronic Flow-through
- PO-3 LSR Rejection Notice Interval
- PO-5D Firm Order Confirmations (FOCs) On Time (ASRs for LIS Trunks)
- PO-7 Billing Completion Notification Timeliness
- PO-8 Jeopardy Notice Interval
- PO-16 Timely Release Notifications
- OP-17 Timeliness of Disconnects Associated with LNP Orders
- MR-11 LNP Trouble Reports Cleared within Specified Timeframes
- BI-4 Billing Completeness
- NI-1 Trunk Blocking
- NP-1 NXX Code Activation

3.3 PID Reinstatement/Removal Process: If Qwest's performance for any sub-measure of the PIDs listed in section 3.2 above does not conform to the established PID standard as set forth in the PAP for three consecutive months, that sub-measure will be reinstated (i.e., be subject to the PAP payment mechanisms) subject to the retroactive payment provision of section 3.3.2 and subject to the PAP payment mechanisms effective in the month following the three consecutive months. The determination of whether a PID sub-measure is reinstated is made no later than at the end of the second month following the third consecutive month of non-conforming performance. The sub-measure will remain subject to the PAP payment mechanisms until Qwest's performance for that sub-measure satisfies the established standards for three consecutive months. Effective the month following such conforming performance, the sub-measure will no longer be subject to the PAP payment mechanisms but will continue to be subject to the PID Reinstatement/Removal Process. The determination of whether a PID sub-measure is removed from being subject to the PAP payment mechanisms is made no later than the end of the second month following the third consecutive month of conforming performance. Where applicable elsewhere in the PAP, this PID Reinstatement/Removal Process modifies other provisions and operates as follows:

3.3.1 Disaggregation and Reporting Levels: Performance will be evaluated at the lowest level of disaggregation defined in Exhibit B of the SGAT on a CLEC-aggregated or other-aggregated basis such that performance is evaluated for the purposes of administering the Reinstatement/Removal Process on a statewide or regionwide level, as applicable per the PID.

## Exhibit K

3.3.2 **Retroactive Payments:** To calculate retroactive payments for the sub-measures reinstated, PAP payment mechanisms will be applied to the three consecutive months in which the standard was missed, which triggered reinstatement. These retroactive payments will be made to applicable CLECs or the Tier 2 fund, depending upon the tier designation of the PID, at the end of the third month after the month in which performance triggered re-instatement.

3.3.2.1 **Accounting for Payments:** In support of retroactive payments (section 3.3.2 above), Qwest will account separately for PAP payments that would have been made to individual CLECs or to the Tier 2 Fund for a sub-measure as though it had been subject to the PAP payment mechanisms, where automatic reinstatement applies, and account separately in the same manner for the time between when it is determined that a sub-measure met the standard for automatic removal and the effective date of removal (the month following the three consecutive “met” months). With regard to sub-measures that are subsequently removed again through this process, any PAP payments made during the three consecutive months which triggers automatic removal will not be recovered by Qwest.

3.3.2.2 **Interest:** In the case of automatic reinstatement, retroactive payments will include interest calculated at the prime rate as reported in the *Wall Street Journal* from the date a payment would have been made to the date the payment is actually made.

3.3.2.3 **Tracking:** Qwest will track and report service and payment results, including retroactive and avoided (i.e., during periods of removal) PAP payments and the disposition of the avoided payments on a CLEC, PID sub-measure and aggregate basis each month.

3.3.3 **Public Website:** Qwest will maintain a public website showing the PAP status of each PID or sub-measure with respect to the applicability of the PAP payment mechanisms (i.e., reinstated or removed), which eliminates the requirement to make filings with the Commission to modify the PAP due to the application of the PID Reinstatement/Removal Process.

### 4.0 **Statistical Measurement**

4.1 Qwest uses a statistical test, namely the modified “z-test,” for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

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4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

$M_{\text{QWEST}}$  = Qwest average or proportion

$M_{\text{CLEC}}$  = CLEC average or proportion

$\sigma_{\text{DIFF}}$  = square root  $\sigma^2_{\text{Qwest}} (1/n_{\text{CLEC}} + 1/n_{\text{Qwest}})$

$\sigma^2_{\text{Qwest}}$  = calculated variance for Qwest

$n_{\text{Qwest}}$  = number of observations or samples used in Qwest measurement

$n_{\text{CLEC}}$  = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e.,  $M_{\text{CLEC}} - M_{\text{QWEST}}$ .

The practical application of the modified z-test and critical z-values to per occurrence payment calculations for measures with parity standards is described in more detail in sections 8 and 9. Payment calculations consider Qwest's processes and Table 1 critical z-values to determine whether Qwest's wholesale performance provided was statistically equivalent to performance Qwest provided itself. To determine this, parity values are developed. For instances where higher is better, the parity value formula is:

$$\text{Parity value} = \text{ILEC mean} - \text{critical z-value} * \text{square root } \sigma^2_{\text{Qwest}} (1/n_{\text{CLEC}} + 1/n_{\text{Qwest}})]$$



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In cases where lower values represent better performance, the minus sign is simply reversed.

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{CLEC}$ ) and one reflecting the remaining data points (which is equal to the size of the original Qwest data set or  $n_{QWEST}$ ).

Compute and store the modified z-test score ( $Z_S$ ) for this sample.

Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic.

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples.

If the fraction is greater than  $\sigma$ , the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The  $\sigma$  shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

### 5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value that is referred to in sections 4.0 and 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistical testing is being performed.

**TABLE 1: CRITICAL Z-VALUE**

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.7	2.7
601-3000	3.7	3.7
3001 and above	4.3	4.3

\* The critical z-value 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8.

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For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

### 6.0 Tier 1 Payments to CLEC

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.2.3, 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 or 2A below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement. Tier 1 payment escalation shall be in accordance with Table 2 or 2A below.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly "misses" it will make payments that escalate from month 1 to month 4 as shown in Table 2 or 2A, if applicable. If, in the next month, service meets the standard, Qwest makes no payment. A payment "indicator" de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 or 2A because that is where the payment "indicator" presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment "indicator" back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," excluding BI-3A,

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payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the “Per Measurement Cap” category. For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Payments,” if any should be added at a later time, payment to a CLEC will be the amount set forth in Table 2 below under the section labeled “Per Measurement Cap.”

**TABLE 2: TIER 1 PAYMENTS TO CLEC**

Per Occurrence							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	\$150	\$250	\$500	\$600	\$700	\$800	\$100
Medium	\$ 75	\$150	\$300	\$400	\$500	\$600	\$100
Low	\$ 25	\$ 50	\$100	\$200	\$300	\$400	\$100

Per Measurement Cap							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000	\$25,000
Medium	\$10,000	\$20,000	\$30,000	\$ 40,000	\$ 50,000	\$ 60,000	\$10,000
Low	\$ 5,000	\$10,000	\$15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 5,000

**TABLE 2A: TIER 1 PAYMENTS TO CLEC – SPECIFIC PRODUCTS**

Per Occurrence							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
DS3 – UBL	\$3,000	\$3,500	\$4,000	\$4,500	\$5,000	\$5,500	\$500
DS3 – UDIT	\$1,000	\$1,500	\$2,000	\$2,300	\$2,600	\$2,900	\$300

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DS1 – UBL	\$ 300	\$ 400	\$ 600	\$ 800	\$ 900	\$1,000	\$100
DS1 – EELs	\$300	\$400	\$600	\$800	\$900	\$1,000	\$100

6.2.3 For the BI-3A performance measurement, the dollar payment amount for non-conforming performance varies depending upon the Total Bill Adjustment Amount for the CLEC. The payment amount is calculated using Table 2B below by multiplying the per occurrence amount times the number of occurrences based on the Total Bill Adjustment Amount,<sup>4</sup> capped at the amount shown in the table for that Total Bill Adjustment Amount. The escalation of payments for consecutive months as stated in section 6.2.1 does not apply.

**TABLE 2B: TIER 1 PAYMENTS TO CLECS FOR BI-3A**

Total Bill Adjustment Amount	Per Occurrence Amount	Cap
\$0 - \$0.99	\$0	\$0
\$1 - \$199.99	\$1	\$200
\$200 - \$999.99	\$10	\$5,000
\$1,000 - \$9,999.99	\$10	\$10,000
\$10,000 - \$49,999.99	\$15	\$15,000
\$50,000 - \$99,999.99	\$20	\$20,000
\$100,000 and over	\$25	\$25,000

6.3 Except as specifically addressed by WAC 480-120-560, the PAP collocation performance measures shall rely on CP-2 and CP-4 performance measurements for delineation of collocation business rules. For purposes of calculating Tier 1 payments for failure to meet collocation installation intervals, if Qwest fails to deliver the Collocation space by the required Ready for Service (RFS) date, Qwest will credit the CLEC in an amount equal to one tenth (1/10) of the total non-recurring charge for the ordered Collocation for each week beyond the required RFS date. For purposes of calculating Tier 1 payments for collocation feasibility studies that are later than the due date, a per day payment will be applied according to Table 3. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is \$45 per day. For days 11 through 20, the payment is \$90 per day and so on.

**TABLE 3: TIER-1 COLLOCATION FEASIBILITY STUDY PAYMENTS TO CLECS**

Days Late	Feasibility Study
1 to 10 days	\$45/day
11 to 20 days	\$90/day
21 to 30 days	\$135/day
31 to 40 days	\$180/day
More than 40 days	\$300/day

<sup>4</sup> Total Bill Adjustment Amount is determined by subtracting the BI-3A numerator from the BI-3A denominator as defined in the BI-3 PID formula.

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6.4 A minimum payment calculation shall be performed by Qwest at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by adding the applicable payment amount in Table 4 below for each month in which at least one payment was made to the CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

**TABLE 4: MINIMUM PAYMENTS TO CLECS**

Total Monthly Payment:	Minimum Payment Amount:
Less than \$200	\$ 0
Between \$200 and \$800	\$ 1,500
Between \$801 and \$1,400	\$ 2,000
Over \$1,400	\$ 2,500

### 7.0 Tier 2 Payments to the State

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 **Determination of Non-Conforming Measurements:** The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for parity measurements) and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 **Determination of the Amount of Payment:** Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value, identified in section 7.2, in any single month. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 5 or Table 6 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Caps,” payment to the State in a single month shall not exceed the amount listed in Table 5 for the “Per Measurement Cap” category.

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**TABLE 5: TIER 2 PAYMENTS TO STATE FUNDS**

Per Occurrence

Measurement Group	
High	\$500
Medium	\$300
Low	\$200

Per Measurement Cap

Measurement Group	
High	\$75,000
Medium	\$30,000
Low	\$20,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. The performance measurements are:

- GA-1: Gateway Availability - IMA-GUI
- GA-3: Gateway Availability – EB-TA
- GA-4: System Availability – EXACT
- GA-6: Gateway Availability – GUI-Repair
- GA-8: Gateway Availability – IMA-XML
- PO-1: Pre-Order/Order Response Times
- OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
- MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 has two sub-measurements: PO-1A and PO-1X. PO-1A and PO-1X shall have their transaction types aggregated together.

GA-8 and PO-1 are subject to a stabilization period. For each of these new measures/sub-measures that include XML results there will be a 3-month measurement stabilization period. During this period, no payment applies if the payment is determined to have been caused by the development to include XML into the PID results and not due to an actual performance miss. In order to determine the cause of payments during the stabilization period, if any payments are identified, the payment's due date will be extended for 30 days to provide Qwest the opportunity to perform root cause analysis and make the results readily available to the impacted parties. Until performance reporting includes XML results, the prior measures/sub-measures included in the PAP will apply. Further, should either the IMA-GUI or IMA-XML interfaces be replaced in the future, results from the replacement interfaces will be automatically incorporated into these measures and be included in the PAP (with a stabilization period) coincident with CLEC migration to the new interfaces subject to changes to the impacted measures including but not limited to modification due to operational differences with the replacement interfaces.

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 6: Tier 2 Per Measurement Payments to State Funds.

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**TABLE 6: TIER 2 PER MEASUREMENT PAYMENTS TO STATE FUNDS**

Measurement	Performance	State Payment
GA-1,3,4,6,8	1% or lower	\$1,000
	>1% to 3%	\$10,000
	>3% to 5%	\$20,000
	>5%	\$30,000
PO-1	2 sec. or less	\$1,000
	>2 sec. to 5 sec.	\$5,000
	>5 sec. to 10 sec.	\$10,000
	>10 sec.	\$15,000
OP-2/MR-2	1% or lower	\$1,000
	>1% to 3%	\$5,000
	>3% to 5%	\$10,000
	>5%	\$15,000

7.5 **Payment of Tier 2 Funds:** Payments to a state fund shall be used for any purpose determined by the Commission that is allowed to it by state law. Qwest must deposit any payments of Tier 2 funds for Washington State into the Public Service Revolving Fund, the account within the Washington State treasury established to fund Commission expenses.

### 8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC

8.1 **Application of the Critical Z-Values:** Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

8.2 **Performance Measurements for which Tier 1 Payment is Per Occurrence:**

8.2.1 **Performance Measurements that are Averages or Means:**

8.2.1.1 **Step 1:** For each performance measurement, the parity value described in section 4.3 shall be calculated. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 **Step 2:** The percentage differences between the CLEC averages and the parity value shall be calculated. The calculation is  $\% \text{ diff} = (\text{CLEC result} - \text{Parity Value}) / \text{Parity Value}$ .

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8.2.1.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Tables shall determine the payment to the CLEC for each non-conforming performance measurement.

### 8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage determined by the parity value described in section 4.3 shall be calculated. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the parity value percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Tables, to determine the payment to the CLEC for each non-conforming performance measurement.

### 8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio determined by the parity value described in section 4.3 shall be calculated. (For benchmark measurements, the benchmark value shall be used.)

8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the parity value rate shall be determined.

8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Tables, to determine the payment to the CLEC for each non-conforming performance measurement.

### 8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the "per measure" portion of Table 2: Tier 1 Payments to CLEC.



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### 9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds

9.1 Application of the Critical Z-Values: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided to all CLECs by Qwest for the month in question. The statistical testing procedures described in section 4.0 shall be applied, except that a 1.645 critical z-value shall be used for all parity measurements except MR-2 and OP-2. If Qwest misses a performance standard and there are at least 10 data points for the performance measurement, a Tier 2 payment will be calculated and paid as described below and will continue in each succeeding month until Qwest's performance meets the applicable standard.

#### 9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

##### 9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: The parity value described in section 4.3 shall be calculated. (For benchmark measurements, the benchmark value shall be used.)

9.2.1.2 Step 2: The percentage difference between the CLEC averages and the parity value for each month shall be calculated. The calculation for parity measurements is  $\% \text{ diff} = (\text{CLEC average} - \text{parity value}) / \text{parity value}$ .

9.2.1.3 Step 3: For each performance measurement, the total number of data points each month shall be multiplied by the percentage calculated in the previous step. The amount (rounded to the nearest integer) is then calculated and multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

##### 9.2.2 Performance Measurements that are Percentages:

9.2.2.1 Step 1: For each performance measurement, the monthly percentage determined by the parity value described in section 4.3 for each month shall be calculated. (For benchmark measurements, the benchmark value shall be used.)

9.2.2.2 Step 2: The difference between the CLEC percentages and the parity value percentage for each non-conforming month shall be calculated. The calculation for parity measurement is  $\text{diff} = (\text{CLEC result} - \text{parity value percentage})$ . This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step. The amount (rounded to the nearest integer) is then multiplied

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by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

### 9.2.3 Performance Measurements that are Ratios or Proportions:

9.2.3.1 Step 1: For each performance measurement, the ratio determined by the parity value described in section 4.3 for each month shall be calculated. (For benchmark measurements, the benchmark value shall be used.)

9.2.3.2 Step 2: The difference between the actual rate for the CLEC and the parity value rate for each non-conforming month shall be calculated. The calculation is:  $\text{diff} = (\text{CLEC rate} - \text{parity value rate})$ . This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step for each month. The amount (rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

### 9.3 Performance Measurements for which Tier 2 Payment is Per Measure:

9.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the "Per Measurement" Tier 2 Payment Table in the State Payment column.

## 10.0 Low Volume, Developing Markets

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the ADSL qualified loop product disaggregations of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than \$5,000, a minimum payment of \$5,000 shall be made. The resulting total payment amount to CLECs will be apportioned to the affected CLECs based upon each CLEC's relative share of the number of total service misses.

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10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

### 11.0 Payment

11.1 Payments to CLEC or the State, except as provided in section 11.3, shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal. Interest on any late payments and underpayments shall not be included in assessments of the annual cap described in section 12.1. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

11.2 All payments shall be in cash. Qwest shall be allowed, after obtaining the individual agreement of CLEC, to make such cash payments through the use of electronic fund transfers to CLEC and the State. Qwest shall be able to offset cash payments to CLECs with bill credits applied against any non-disputed charges that are more than 90 days past due.

11.3 This PAP does not prohibit the Commission from directing the establishment of an identified escrow account or other fund, and or contributing a portion of Tier 2 funds to the escrow account for the purpose of funding a multi-state process to review and audit the PAP.

### 12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be a cap on the total payments made by Qwest for a 12 month period beginning with the effective date of the PAP for the State of Washington. The annual cap for the State of Washington shall be 36% of ARMIS Net Return, recalculated each year based on the prior year's Washington ARMIS results or equivalent data. Qwest shall submit to the Commission the calculation of each year's cap no later than 30 days after the submission of ARMIS results to the FCC. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of Tier 1 liquidated damages and Tier 2 assessments or payments made by Qwest. Subject to the limitations in section 13, the following shall not count toward the cap: any penalties imposed by the Commission; any penalties imposed directly by this PAP for failure to report, failure to report timely, or failure to report accurately; and any interest payments for underpayment.

12.2 If the annual cap is reached, each CLEC shall, as of the end of the year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the annual cap, the percentage equalization shall take place as follows:

12.2.1 The amount by which any month's total year-to-date Tier 1 and Tier 2 payments exceeds the cumulative monthly cap (defined as  $1/12^{\text{th}}$  of the annual cap times the cumulative number of months to date) shall be calculated and apportioned

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between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the "Tracking Account."

12.2.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

12.2.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.2.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month of that year thereafter. Qwest shall recover any debited amounts by reducing payments due from any CLEC for that and any succeeding months, as necessary.

### 13.0 Limitations

13.1 The PAP shall not become available in the State unless and until Qwest receives effective section 271 authority from the FCC for that State.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP or until a commercial agreement for UNE substitute services between CLEC and Qwest which adopts the provisions of this PAP is in effect.

13.3 The Commission will determine whether a request for waiver of payment obligations will be granted. Qwest must file any waiver request with the Commission no later than the last business day of the month after the month in which payments are being disputed. If such waiver is granted, Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonably large batches, "dumping" orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by the SGAT; 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be

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raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest's ability to timely perform an activity subject to a performance measurement that is an interval measure, the applicable time frame in which Qwest's compliance with the parity (excluding Force Majeure events) or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as commercial uncertainty.

13.3.2 Notwithstanding any other provision of this PAP, it shall not excuse performance that Qwest could reasonably have been expected to deliver assuming that it had designed, implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

13.4 Qwest's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest's payment of Tier -1 "liquidated damages" or Tier 2 "assessments" as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however are not made inadmissible by its terms.

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming

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performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance submeasures, statistical methodologies, and payment mechanisms that are designed to function together, and only together as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety, in its interconnection agreement with Qwest, in lieu of other alternative standards or relief, except as stated in sections 13.6.1, 13.6.2, and 13.7.

13.6.1 In electing the PAP, CLEC shall surrender any rights to remedies under state wholesale service quality rules or under any agreement designed to provide such monetary relief for the same performance issues addressed by the PAP. The PAP shall not limit either non-contractual legal or non-contractual regulatory remedies that may be available to CLEC.

13.6.2 Tier 1 payments to CLECs are in the nature of liquidated damages. Before CLEC shall be able to file an action seeking contract damages that flow from an alleged failure to perform in an area specifically measured and regulated by the PAP, CLEC must first seek permission through the Dispute Resolution Process set forth in Section 5.18 of the SGAT. This permission shall be granted only if CLEC can present a reasonable theory of damages for the non-conforming performance at issue and evidence of real world economic harm that, as applied over the preceding six months, establishes that the actual payments collected for non-conforming performance in the relevant area do not redress the extent of the competitive harm. If CLEC can make this showing, it shall be permitted to proceed with this action. Any damages awarded through this action shall be offset with payments made under this PAP. If the CLEC cannot make this showing, the action shall be barred. To the extent that CLEC's contract action relates to an area of performance not addressed by the PAP, no such procedural requirement shall apply.

13.7 If for any reason CLEC agreeing to this PAP is awarded compensation for the same harm for which it received payments under the PAP, the court or other adjudicatory body hearing such claim may offset the damages resulting from such claim against payments made for the same harm. Only that relevant finder of fact, and not Qwest in its discretion, can judge what amount, if any, of PAP payments should be offset from any judgment for a CLEC in a related action.

13.8 If Qwest believes that some Tier 2 payments duplicate payments that are made to the state under other service quality rules, Qwest may make the payments to a special interest bearing escrow account and then dispute the payments before the Commission. If Qwest can show that the payments are indeed duplicative, it may retain the money (and its interest) that indeed duplicated other state payments. Otherwise the money will be paid as Tier 2 payments.

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13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds \$3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the \$3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of \$3 million into escrow, to be held by a third-party pending the outcome of the proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of \$3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than \$1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT or interconnection agreement with the CLEC.

### 14.0 Reporting

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PIDs. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide electronic copies of monthly reports of aggregate CLEC performance results to the Commission and to Public Counsel pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will make the State aggregate CLEC performance results available to the public on its website. Individual CLEC reports of participating CLECs will also be available to the Commission upon request. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the State Commission. Pursuant to the terms of an order of the Commission, Qwest may provide CLEC-specific data that relates to the PAP, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to the CLEC involved, in order to allow it to prosecute such procedures to their completion. Data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form.

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14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of \$500 for each business day for which performance reports are 6 to 10 business days past the due date; \$1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and \$2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate. Any payments made by Qwest in accordance with this section shall be excluded from assessments under the annual cap.

14.4 Qwest shall retain for a three year period (measured from the monthly payment due dates) sufficient records to demonstrate fully the basis of its calculations for making payments under this PAP. In any event, Qwest shall maintain the records in a readily useable form for one year. For the remaining two years, the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

### **15.0 Integrated Audit Program/Investigations of Performance Results**

15.1 Any party may request that the Commission conduct an audit of performance results or performance measures. The Commission will determine, based upon requests and upon its own investigation, which results and/or measures should be audited. The Commission may, at its discretion, conduct audits through participation in a collaborative process with other states.

15.2 The costs of auditing will be paid for from Tier 2 funds. If such funds are insufficient, the Commission may require that a portion of Tier 1 escalated payments be set aside for auditing programs.

15.3 Qwest must report to the Commission monthly any changes it makes to the automated or manual processes used to produce performance results including data collection, generation, and reporting. The reports must include sufficient detail to enable the parties to understand the scope and nature of the changes.

15.4 In the event of a dispute between Qwest and any CLEC regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, Qwest and the CLEC will first consult with one another and attempt to resolve the dispute. If the issue is not resolved within 45 days, either party may request that the Commission consider the matter.



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15.5. Any party may petition the Commission to request that Qwest investigate any consecutive Tier 1 miss or any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. Qwest will report the results of its investigation to the Commission, and to the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest may petition the Commission to request that it receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. Qwest may also request that the relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this agreement.

### 16.0 Reviews

16.1 Every six months, beginning six months after the effective date of Section 271 approval by the FCC for the state of Washington, Qwest, CLECs, or the Commission may request a review. When a review is requested, Qwest, CLECs and the Commission shall participate in a review of the performance measurements to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark/parity standards should be modified or replaced by parity/benchmark standards; and whether to change the classifications of a measurement (High, Medium, Low, Tier 1, Tier 2). Criteria for review of performance measurements, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. The first six-month period will begin upon the FCC's approval of Qwest's 271 application for Washington. After the Commission considers changes proposed in the six-month review process, it shall determine what set of changes should be embodied in an amended SGAT that Qwest will file to effectuate these changes. Parties or the Commission may suggest more fundamental changes to the plan, but unless the suggestion is highly exigent, the suggestion shall either be declined or deferred until the review described in Section 16.2.

16.1.1 If any agreements on adding, modifying, or deleting performance measurements as permitted by section 16.1 are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the PAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to the Commission, whether before or after a six-month review.

16.1.2 Nothing in this PAP precludes the Commission from modifying the PAP based upon its independent state law authority, subject to judicial challenge. Nothing in this PAP constitutes a grant of authority by either party to this agreement nor does it constitute a waiver by either party to this agreement of any claim either party may have that the Commission lacks jurisdiction to make any modifications to this PAP, including any modifications resulting from the process described in Section 16.1.

## **Exhibit K**

16.1.3 Notwithstanding section 16.1, any party may submit a root cause analysis to the Commission requesting removal of a PID or sub-measure from the PAP or requesting exemption of a PID or sub-measure from the application of the trigger mechanism for reinstatement or subsequent removal. In the analysis and recommendations concerning the root cause analysis, the Commission is to consider, at a minimum, whether the root cause analysis provides evidence of no harm, the same harm as covered by other PID measures, non-Qwest related causes, or other factors which directly relate to the harm or circumstances specific to the PID or sub-measure being analyzed.

16.2 Two years after the effective date of FCC 271 approval of the PAP for the state of Washington, the Commission may conduct a joint review by a independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. This review shall not be used to open the PAP generally to amendment, but would serve to assist the Commission in determining existing conditions and reporting to the FCC on the continuing adequacy of the PAP to serve its intended functions.

16.3 Five and one-half years after the PAP's effective date, a review shall be conducted with the objective of phasing-out the PAP entirely. The review shall focus on ensuring that phase-out of the PAP is indeed appropriate at that time, and on identifying any submeasures that should continue as part of the PAP.

16.4 The PAP neither denies nor grants the Commission the ability to join a multi-state effort to conduct PAP reviews or develop a process whereby the multi-state group would have the authority to act on the Commission's behalf.

### **17.0 Voluntary Performance Assurance Plan**

This PAP represents Qwest's voluntary offer to provide performance assurance. Nothing in the PAP or in any conclusion of non-conformance of Qwest's service performance with the standards defined in the PAP shall be construed to be, of itself, non-conformance with the Act.

### **18.0 Dispute Resolution**

For the purpose of resolving disputes over the meaning of the provisions of the PAP and how they should be applied, the dispute resolution provisions of the SGAT, section 5.18, shall apply whether the CLEC uses the SGAT in its entirety or elects to make the PAP part of its interconnection agreements (i.e., the unique dispute resolution provisions of interconnection agreements should not apply).

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### Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
<b>GATEWAY</b>							
Timely Outage Resolution	GA-7						X
<b>PRE-ORDER/ORDERS</b>							
Electronic Order Flow-Through	PO-2b <sup>1</sup>	X					X
LSR Rejection Notice Interval	PO-3 <sup>a,1</sup>	X					
Firm Order Confirmations On Time	PO-5 <sup>1</sup>	X				X	
Work Completion Notification Timeliness	PO-6 <sup>b1</sup>	X					
Billing Completion Notification Timeliness	PO-7 <sup>b,1</sup>	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Release Notifications	PO-16						X
(Expanded) – Manual Service Order Accuracy	PO-20 <sup>c,1</sup>		X				
<b>ORDERING AND PROVISIONING</b>							
Installation Commitments Met	OP-3 <sup>h</sup>			X		X	
Installation Intervals	OP-4 <sup>d,h</sup>			X		X	
New Service Quality	OP-5 <sup>a,h,b,c,h</sup>			X		X	
Delayed Days	OP-6 <sup>f,h</sup>			X		X	
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
LNP Disconnect Timeliness	OP-17			X		X	
<b>MAINTENANCE AND REPAIR</b>							
Out of Service Cleared within 24 hours	MR-3 <sup>h</sup>			X			
All Troubles Cleared within 4 hours	MR-5 <sup>h</sup>			X			
Mean time to Restore	MR-6 <sup>a,h,b,c,h,d<sup>g</sup>,e<sup>g</sup></sup>			X			
Repair Repeat Report Rate	MR-7 <sup>h</sup>			X		X	
Trouble Rate	MR-8 <sup>h</sup>			X		X	
LNP Trouble Reports Cleared within Specified Timeframes	MR-11			X		X	
<b>BILLING</b>							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
<b>NETWORK PERFORMANCE</b>							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

## Exhibit K

- a. PO-3 is limited to PO-3x and PO-3c.
- b. PO-6 is included with PO-7 as a “family:” Measurements within the family share a single payment opportunity with only the measurements with the highest payment being paid.
- c. OP-4 is included with OP-6 as five “families:” OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.
- d. Section 3.1.2 applies to OP-5b only if the number of orders with trouble in OP-5a is no more than one.
- e. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).
- f. Applicable only to EELs – DS1 level and xDSL-I capable loops.
- g. Excludes the following product disaggregations as applicable to this PID: Resale Centrex, Resale Centrex 21, Resale DS0 (non-designed), Resale DS0 (designed), Resale DS0, E911/911 Trunks, Resale Frame Relay, Resale Basic ISDN (non-designed), Resale Basic ISDN (designed), Resale Basic ISDN, Resale Primary ISDN (non-designed), Resale Primary ISDN (designed), Resale Primary ISDN, Resale PBX (non-designed), Resale PBX (designed), Resale PBX, Sub-Loop Unbundling, UNE-P (POTS), UNE-P (Centrex), and UNE-P (Centrex 21). However, the UNE-P (POTS) product disaggregation exclusion is conditioned upon the CLEC aggregate volume of orders being equal to or less than 165 for a 90-day (3 calendar months) evaluation period following a 30-day period during which Qwest will allow CLECs with existing QPP and QLSP agreements to enter into QLSP agreements for which the PAP terms and conditions apply. The CLEC aggregate order volume will be based on OP-4 and if the condition is met, the UNE-P (POTS) exclusion will be effective in the calendar month following the evaluation period.
- h. Stabilization Period: For each of these new measures/sub-measures that include XML results there will be a 3-month measurement stabilization period. During this period, no payment applies if the payment is determined to have been caused by the development to include XML into the PID results and not due to an actual performance miss. In order to determine the cause of payments during the stabilization period, if any payments are identified, the payment’s due date will be extended for 30 days to provide Qwest the opportunity to perform root cause analysis and make the results readily available to the impacted parties. Until performance reporting includes XML results, the prior measures/sub-measures included in the PAP will apply. Further, should either the IMA-GUI or IMA-XML interfaces be replaced in the future, results from the replacement interfaces will be automatically incorporated into these measures and be included in the PAP (with a stabilization period) coincident with CLEC migration to the new interfaces subject to changes to the impacted measures including but not limited to modification due to operational differences with the replacement interfaces.

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### Attachment 2: Performance Measurements Subject to Per Measurement Caps

#### Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)

Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)

Billing Completeness – BI-4 (Tier 1/Tier 2)