

g. Toll-Free Fax Line for Receiving Lifeline Documentation. Bell Atlantic/GTE will provide a toll-free fax line for current and potential enhanced Lifeline plan customers to submit documentation associated with the enhanced Lifeline plan.

h. Lifeline Message on Voice Response Units (“VRUs”). Where Bell Atlantic/GTE utilizes a VRU to answer customer calls into a service center, Bell Atlantic/GTE will, where it is technically possible to do so, include information about the enhanced Lifeline plan on the VRU menu after the customer indicates an interest in obtaining new service.

i. Upgrading Current Lifeline Customers. Where a state that already has a Lifeline plan determines to offer the enhanced Lifeline plan described in this Paragraph, and where the enhanced Lifeline plan offers a larger discount and in all other respects no worse terms and conditions to an existing Lifeline customer, Bell Atlantic/GTE shall switch qualifying customers (i.e., customers who have provided Bell Atlantic/GTE with sufficient verification that they participate in a qualifying program) to the enhanced Lifeline plan within 180 days of implementing the enhanced Lifeline plan.

j. Timing. The obligations contained in the above Subparagraphs shall not take effect until and unless the Enhanced Lifeline tariffs are accepted and approved by a state commission.

XIX. Additional Service Quality Reporting

51. Beginning no later than 180 days after the Merger Closing Date for the Bell Atlantic/GTE Service Area in all Bell Atlantic/GTE States, Bell Atlantic/GTE shall file with the Reporting Management Staff of the Commission for the public record, on a quarterly (i.e., January-March, April-June, etc.) basis, state-by-state service quality reports in accordance with the retail service quality reporting recommendations of the NARUC Technology Policy Subgroup “Service Quality White Paper” adopted November 11, 1998. Answer time performance may be reported on a multi-state basis in accordance with the consolidated handling of some calls by Bell Atlantic/GTE call centers. Each such quarterly report shall be filed no later than 50 days after the end of the quarter covered by the report. The first report filed for each state shall cover the most recent quarter that ended at least 50 days prior to the date the report is due. Categories of reporting for retail services include installation and maintenance, switch outages, transmission facility outages, service quality-related complaints, and answer time performance. Reports shall be filed for a period of 36 months following the date of Bell Atlantic/GTE’s first report for that state. A copy of each report for a state shall be included on a Bell Atlantic/GTE Internet website or provided to the relevant state commission.

52. Bell Atlantic/GTE shall report on a quarterly basis ARMIS local service quality data required by the Commission separately for each of its operating companies. Bell Atlantic/GTE shall provide service quality data in accordance with Table 1 of ARMIS Report No. 43-05 on a quarterly basis. The service quality data required by this Paragraph shall be included on a Bell Atlantic/GTE Internet website or made available to state commissions in the Bell Atlantic/GTE States.

XX. NRIC Participation

53. Bell Atlantic/GTE shall continue to participate in the Network Reliability and Interoperability Council ("NRIC"), or a successor organization, if any.

ENSURING COMPLIANCE WITH AND ENFORCEMENT OF THESE CONDITIONS

XXI. Compliance Program

54. Bell Atlantic/GTE shall establish a Compliance Program as follows:

a. Bell Atlantic/GTE shall appoint a senior corporate officer to oversee Bell Atlantic/GTE's implementation of, and compliance with, these Conditions; to monitor Bell Atlantic/GTE's compliance program and progress toward meeting the deadlines specified herein; to provide periodic reports regarding Bell Atlantic/GTE's compliance as required by these Conditions; to ensure that payments due under these Conditions are timely made; and to consult with the Chief of the Common Carrier Bureau and other appropriate individuals as the Chief deems necessary on an ongoing basis regarding Bell Atlantic/GTE's compliance with these Conditions. The corporate compliance officer shall provide copies of all notices Bell Atlantic/GTE provides to the Commission or a state commission to the independent auditor required under Paragraph 55 and shall consult with the independent auditor regarding Bell Atlantic/GTE's progress in meeting the deadlines and milestones specified in these Conditions. The corporate compliance officer may be the same corporate officer with responsibility for Bell Atlantic/GTE's compliance with Section 272 obligations. The audit committee of Bell Atlantic/GTE's Board of Directors shall oversee the corporate compliance officer's fulfillment of these responsibilities. The requirements of this Subparagraph shall remain in effect until all other Conditions have expired.

b. Not later than 60 days after the Merger Closing Date, Bell Atlantic/GTE shall submit to the Common Carrier Bureau's Audit Staff ("Audit Staff") for review and comment a plan for compliance with these Conditions. The compliance plan shall be afforded confidential treatment in accordance with the Commission's normal processes and procedures. A letter providing notice of the filing shall be filed the same day with the Secretary of the Commission for the public record.

c. Following the Merger Closing Date, Bell Atlantic/GTE shall submit to the Audit Staff and file for the public record (except for materials for which confidential treatment is requested) an annual compliance report detailing Bell Atlantic/GTE's compliance with these Conditions during the preceding calendar year. This annual compliance report shall be submitted no later than March 15 (or the first business day thereafter) of the calendar year following the year covered by the report. A report shall be filed for each calendar year in which Bell Atlantic/GTE is subject to obligations under other Sections of these Conditions. The annual compliance report shall address Bell Atlantic/GTE's compliance with these Conditions and the

sufficiency of Bell Atlantic/GTE's internal controls for complying, shall include a discussion of the efficiencies realized as a result of the merger, and shall be prepared in a format substantially similar, in relevant respects, to the format of the independent auditor's section of the audit report described in Subparagraph 55f, below.

XXII. Independent Auditor

55. Bell Atlantic/GTE shall, at its own expense, annually engage an independent auditor to conduct an examination engagement resulting in a positive opinion (with exceptions noted) regarding Bell Atlantic/GTE's compliance with all these Conditions and the sufficiency of Bell Atlantic/GTE's internal controls designed to ensure compliance with such Conditions, except as noted in Paragraph 56, below. The first annual examination engagement shall exclude compliance with Section VIII. Bell Atlantic and GTE shall jointly engage an independent auditor for this purpose prior to the Merger Closing Date. The engagement shall be supervised by persons licensed to provide public accounting services and shall be conducted in accordance with the relevant standards of the AICPA. The independent auditor shall be acceptable to the Chief of the Common Carrier Bureau and shall not have been instrumental during the past 24 months in designing all or substantially all of the systems and processes under review in the audit, viewed as a whole. An independent auditor's report shall be filed for each calendar year in which Bell Atlantic/GTE is subject to obligations under other Sections of these Conditions, provided that no report shall be due if that report would cover a portion of a calendar year that is less than 60 days. In that event, the period of less than 60 days shall be audited in the report covering the subsequent calendar year, if any. The independent auditor's report (which may consist of multiple reports) shall be prepared and submitted as follows.

a. Not later than 60 days after the Merger Closing Date, the independent auditor shall submit a preliminary audit program, including the proposed scope of the audit and the extent of compliance and substantive testing, to the Audit Staff. The preliminary audit program shall be afforded confidential treatment in accordance with the Commission's normal processes and procedures. The independent auditor shall consult with the Common Carrier Bureau's Audit Staff and Bell Atlantic/GTE regarding changes to the preliminary audit program, but approval by the Audit Staff shall not be required.

b. During the course of the audit, the independent auditor shall inform the Audit Staff of any revisions to the audit program; notify the Audit Staff of any meetings with Bell Atlantic/GTE in which audit findings are discussed; and consult with the Common Carrier Bureau regarding any accounting or rule interpretations necessary to complete the audit. The independent auditor shall notify Bell Atlantic/GTE of any consultation with the Common Carrier Bureau regarding accounting or rule interpretations.

c. The independent auditor shall have access to books, records, and operations of Bell Atlantic/GTE and its affiliates that are under the control of Bell Atlantic/GTE and are necessary to fulfill the audit requirements of this Section. The independent auditor shall notify Bell Atlantic/GTE's compliance officer of any inability to obtain such access. The auditor

may notify the Audit Staff if access is not timely provided after notification to the compliance officer.

d. The independent auditor may verify Bell Atlantic/GTE's compliance with these Conditions through contacts with the Commission, state commissions, or Bell Atlantic/GTE's wholesale customers, as appropriate.²⁹

e. The independent auditor may consult with Bell Atlantic/GTE's corporate compliance officer concerning matters that arise during the course of the year regarding these Conditions. If necessary after such consultation, the independent auditor may notify the Audit Staff of these matters. No later than June 1 (or the first business day thereafter) of the year following the calendar year covered by the audit, the independent auditor shall submit its final audit report for the preceding year to the Audit Staff. The independent auditor's report shall be made publicly available.

f. The independent auditor's report(s) shall include a discussion of the scope of the work conducted; a statement regarding Bell Atlantic/GTE's compliance or non-compliance with these Conditions; a statement regarding the sufficiency of Bell Atlantic/GTE's internal controls for complying with these Conditions; a statement regarding the accuracy of Bell Atlantic/GTE's annual compliance report for the year covered by the audit; a statement regarding the timeliness and accuracy of the notices provided to the Commission or its staff pursuant to specific notification requirements of these Conditions; a statement regarding the accuracy and completeness of the performance data provided to telecommunications carriers and regulators under these Conditions; and a description of any limitations imposed on the auditor in the course of its review by Bell Atlantic/GTE or other circumstances that might affect the auditor's opinion.

g. For 24 months following submission of the final audit report, the Commission and state commissions in the Bell Atlantic/GTE States shall have access to the working papers and supporting materials of the independent auditor at a location in Washington, D.C. that is selected by Bell Atlantic/GTE and the independent auditor. Copying of the working papers and supporting materials by the Common Carrier Bureau shall be allowed but shall be limited to copies required to verify compliance with and enforce these Conditions. Any copies made by the Common Carrier Bureau shall be returned to Bell Atlantic/GTE by the Common Carrier Bureau. The Common Carrier Bureau's review of the working papers and supporting materials shall be kept confidential pursuant to the Commission's rules and procedures. Prior to obtaining access to the working papers and supporting materials, state commissions shall enter into a protective agreement with the Chief of the Common Carrier Bureau and Bell Atlantic/GTE under which the state commission's review, including any notes, shall be kept confidential.

²⁹ The term "wholesale customers" includes, but is not limited to, telecommunications carriers that purchase interconnection, services or unbundled elements under tariffs, interconnection agreements or any other means for use in the telecommunications services offered by such telecommunications carriers.

h. Not later than 60 days following submission of the final audit report, Bell Atlantic/GTE and the Audit Staff shall meet and confer regarding changes to the detailed audit program for the subsequent year's audit.

56. Bell Atlantic/GTE shall, at its own expense and under the same retention timetable set out in Paragraph 55, annually engage an independent auditor to perform an agreed-upon procedures engagement regarding compliance with the separate Advanced Services affiliate requirements of Section I of these Conditions. The independent auditor shall be acceptable to the Chief of the Common Carrier Bureau and shall not have been instrumental during the preceding 24 months in designing all or substantially all of the systems and processes under review in the audit, viewed as a whole. The independent audit shall be supervised by persons licensed to provide accounting services and shall be conducted in accordance with the relevant standards of the AICPA. For purposes of the engagement required by this Subparagraph, the Commission and Bell Atlantic/GTE shall be the only specified users; the Chief of the Common Carrier Bureau and Bell Atlantic/GTE must both consent to the audit methods and procedures to be used; and the independent auditor must accept those methods and procedures. In the event such mutual consent cannot be obtained, an independent third-party panel of auditors will be selected by Bell Atlantic/GTE and the Chief of the Common Carrier Bureau and paid for by Bell Atlantic/GTE to arbitrate any dispute. An independent auditor's report shall be filed for each calendar year in which Bell Atlantic/GTE is subject to separate affiliate obligations under Section I, provided that no report shall be due if that report would cover a portion of a calendar year that is less than 60 days. In that event, the period of less than 60 days shall be audited in the report covering the subsequent calendar year, if any. Not later than 120 days after the Merger Closing Date, the preliminary audit program shall be submitted as described in Subparagraph 55a above. The independent auditor's report shall be prepared and submitted as described in Subparagraphs 55b-h, above, except that the report shall be submitted no later than May 1 (or the first business day thereafter) of the year following the year covered by the audit, provided that Bell Atlantic/GTE and the Chief of the Common Carrier Bureau, working with the independent auditor selected by Bell Atlantic/GTE, shall make good-faith efforts to determine the procedures to be used in the engagement no later than 90 days after the Merger Closing Date. In determining the procedures to be used, Bell Atlantic/GTE and the Chief of the Common Carrier Bureau shall give due consideration to the procedures established for biennial audits under 47 U.S.C. § 272(d).

XXIII. Enforcement

57. The specific enforcement mechanisms established by these Conditions do not abrogate, supersede, limit, or otherwise replace the Commission's powers under the Communications Act. Performance or non-performance of these Conditions by Bell Atlantic/GTE does not in itself constitute compliance or non-compliance with any federal, state, or local law or regulation, except Bell Atlantic/GTE's obligation to perform these Conditions. The payments for non-performance specifically required by these Conditions, to which Bell Atlantic/GTE has voluntarily agreed, are payments in the public interest and are not penalties, forfeitures, or fines.

58. If the Chief of the Common Carrier Bureau makes a determination that Bell Atlantic/GTE has during the effective period of a Condition failed to comply with that Condition, the Bureau Chief may, at his or her discretion, extend the effective period of that Condition for a period that does not exceed the period during which Bell Atlantic/GTE failed to comply with the Condition. If the failure to comply that causes the Bureau Chief to extend a Condition also has had the effect of denying a person or entity access to a facility or service or the intended benefit required to be provided under another of these Conditions, the Bureau Chief may, in his or her discretion, extend the period during which Bell Atlantic/GTE is required to comply with the other Condition for a period that does not exceed the period during which access to the facility or service or intended benefit was unavailable. Bell Atlantic/GTE may appeal the Bureau Chief's decisions made pursuant to this Paragraph to the Commission.

59. Bell Atlantic/GTE shall be strictly obligated to make the payments for non-performance specifically required by these Conditions, and no showing of a willful violation shall be necessary in order to enforce such payments. Bell Atlantic/GTE shall not be liable for any payments, however, if the Chief of the Common Carrier Bureau grants a waiver request filed by Bell Atlantic/GTE in which Bell Atlantic/GTE will have the burden of proof to demonstrate that the failure to meet a condition was caused by a force majeure event or an Act of God. If the Chief of the Common Carrier Bureau refuses to grant a waiver, Bell Atlantic/GTE may appeal that decision to the Commission.

60. Except as otherwise provided in these Conditions, Bell Atlantic/GTE shall make payments due under these Conditions within 10 business days of a determination by Bell Atlantic/GTE's compliance officer, the Chief of the Common Carrier Bureau, the Commission, or an arbitrator, that payment is due. If the Commission or a state commission has not taken an action to designate or administer a fund that is required in order for Bell Atlantic/GTE to make a payment required under these Conditions, Bell Atlantic/GTE shall make its payment into an interest bearing escrow account pending such action. If Bell Atlantic/GTE's obligation to make a payment is disputed by Bell Atlantic/GTE, Bell Atlantic/GTE shall make the disputed payment into an interest bearing escrow account within 10 business days of the date the payment was due. Within 10 business days of making a payment of a disputed amount into escrow, Bell Atlantic/GTE shall file with the Commission a verified statement of the grounds on which payment is not required. Subject to rights of rehearing and appeal, the escrowed payments (including any accrued interest) shall be returned to Bell Atlantic/GTE or paid to the appropriate

fund in accordance with the final and non-appealable Commission or judicial order resolving the dispute. A decision by the Chief of the Common Carrier Bureau under this Paragraph is appealable to the Commission.

61. The Chief of the Common Carrier Bureau may in his or her discretion, upon a request and showing of good cause by Bell Atlantic/GTE, grant extensions of deadlines established by these Conditions.

62. Bell Atlantic/GTE shall not be excused from its obligations under these federal Conditions on the basis that a state commission lacks jurisdiction under state law to perform an act specified or required by these Conditions (e.g., review and approve interconnection agreement amendments, or determine if telecommunications providers violate requirements associated with the promotional discounts).

XXIV. Sunset

63. Except where other termination dates are specifically established herein, all Conditions set out in this Appendix, except for the Conditions requiring Bell Atlantic/GTE to provide Advanced Services through one or more separate affiliates, as set out in Section I, shall cease to be effective and shall no longer bind Bell Atlantic/GTE in any respect 36 months after the Merger Closing Date, unless the Commission orders that a Condition or Conditions be extended for noncompliance reasons in accordance with Paragraph 58 above. Unless specifically stated otherwise, it is intended that each of the Conditions will generate 36 months of benefit. Since some of the Conditions will not become effective or operational until sometime after the Merger Closing Date, such Conditions will remain in effect (as specified) longer than 36 months after the Merger Closing Date.

XXV. Effect of Conditions

64. The various offerings and initiatives contained in these Conditions, including but not limited to the carrier-to-carrier promotions, OSS requirements and performance monitoring Conditions, may substantially duplicate requirements imposed in connection with the merger under state law. These Conditions shall supplement, but shall not be cumulative of, substantially related conditions imposed under state law. Where both these Conditions and conditions imposed in connection with the merger under state law grant parties similar rights against Bell Atlantic/GTE, affected parties shall not have a right to invoke the relevant terms of these Conditions in a given state if they have invoked a substantially related condition imposed on the merger under state law. For example, telecommunications carriers requesting unbundled local loops for residential service under promotional terms offered pursuant to state approval of the merger would not also be able to invoke the promotional discounts on unbundled loops required by these Conditions. Furthermore, any unbundled local loops provided by Bell Atlantic/GTE for residential service under a substantially similar merger-related state commission imposed promotion in a given state would be deducted from the number of unbundled local loops required to be provided in that state under Section XI of these Conditions. This Section shall not limit the

Commission's powers to enforce these Conditions or the reporting requirements of Bell Atlantic/GTE under these Conditions.

65. When considering a request by Bell Atlantic/GTE for in-region, interLATA authority under 47 U.S.C. § 271, the Commission – in view of the public interest benefits inherent in compliance with the requirements of 47 U.S.C. § 271(d)(3) – shall not consider the possible expiration of any of the above Conditions per the terms of this Appendix to be a factor that would render the requested authorization inconsistent with the public interest, convenience, and necessity.

ATTACHMENT A

CARRIER-TO-CARRIER PERFORMANCE ASSURANCE PLAN

Availability of Reports

1. Bell Atlantic/GTE shall provide the Commission with performance measurement results,³⁰ on a monthly basis in an Excel spreadsheet format, demonstrating Bell Atlantic/GTE's monthly performance provided to the aggregate of all CLECs in the Bell Atlantic/GTE Service Area within each of the Bell Atlantic/GTE States, as compared to Bell Atlantic/GTE's retail performance (where applicable) or as compared to a benchmark. Bell Atlantic/GTE shall also provide the Commission, state commissions in the Bell Atlantic/GTE States, and CLECs with access to Bell Atlantic/GTE's Internet website³¹, where these parties can obtain performance measurement results demonstrating Bell Atlantic/GTE's monthly performance provided to the aggregate of all CLECs, as compared to Bell Atlantic/GTE's retail performance (where applicable). Bell Atlantic/GTE shall also provide the CLECs with access to Bell Atlantic/GTE's Internet website where a CLEC can obtain performance measurement results demonstrating Bell Atlantic/GTE's monthly performance provided to that same CLEC on an individual basis. All such CLEC-specific data shall be made available, subject to protective agreements or agency confidentiality rules, to the Commission on Bell Atlantic/GTE's Internet website, and will be made available for review, subject to protective agreements, by state commissions in the Bell Atlantic/GTE States.

2. Bell Atlantic/GTE's implementation of the Plan does not limit either the Commission's or the states' authority regarding performance monitoring, in the context of applications for in-region, interLATA relief under 47 U.S.C. § 271 or otherwise.³²

³⁰ These "performance measurement results" shall consist of the data collected according to the 17 performance measurements discussed in this Attachment, and listed in Attachments A-1a and A-1b.

³¹ Availability via a single website will be phased in after merger. For the Bell Atlantic states, CLEC aggregate reports will be provided electronically as excel spreadsheets. CLEC specific reports, for those CLECs requesting individual reports, will be sent on electronic media via overnight mail and then via a Bell Atlantic web site via FTP. For the GTE states, reports will be available on the GTE website. Within six months of the merger, a single website will be available for all reports.

³² Performance programs being developed by state commissions, particularly in the context of section 271 proceedings, serve a different purpose and may be designed to cover more aspects of local competition.

3. The performance measurements, benchmarks, and statistical methods utilized in the Plan were based upon those developed in the New York and California collaborative processes, with modifications to provide greater clarity or greater uniformity between measurements for the Bell Atlantic states and the GTE states.³³

4. Bell Atlantic/GTE and the Chief of the Common Carrier Bureau shall jointly review the Bell Atlantic/GTE measurements on a semi-annual basis, to determine whether measurements should be added, deleted, or modified. Bell Atlantic/GTE shall provide the Chief of the Common Carrier Bureau with notice of any changes to the design or calculation of these measurements adopted by the New York or California State commissions. The Chief of the Common Carrier Bureau shall, at the next semi-annual review, determine whether and when Bell Atlantic/GTE shall implement such changes adopted by the New York State Public Service Commission in the Bell Atlantic States that utilize the changed plan and whether and when Bell Atlantic/GTE shall implement such changes adopted by the California Public Utility Commission in the GTE States that utilize the changed plan. Bell Atlantic/GTE and Commission staff shall meet within 60 days of the Merger Closing Date to agree on the format for the measurement reports.

Performance Measurements

5. In each Bell Atlantic/GTE State, the Plan shall consist of 17 measurement categories of performance that may have a direct and immediate impact upon a CLEC's end user customer.³⁴ The 17 performance measurement categories are designed to demonstrate whether Bell Atlantic/GTE is providing parity or benchmark performance in its Service Areas to each CLEC. Attachments A-1a and A-1b provide a list of the 17 performance measurement categories, and Attachments A-2a and A-2b provide a description of the definitions, exclusions, business rules, levels of disaggregation, calculation, and reporting structure for each of the 17 performance measurement categories.

6. Where Bell Atlantic/GTE provides a CLEC with a service that has a retail analog, the performance Bell Atlantic/GTE provides to its own retail operations within a state shall be compared with the performance Bell Atlantic/GTE provides to the CLEC within the same state to determine if parity exists. Where Bell Atlantic/GTE provides a CLEC a service for which there is no retail analog, the performance Bell Atlantic/GTE provides to the CLEC within a state shall be compared with a benchmark.

³³ The fact that these modifications were made should not be interpreted as reflecting the Commission's preference for these modifications over the business rules approved by the New York Public Service Commission or the California Public Utility Commission.

³⁴ As noted above, performance programs developed by state commissions, particularly in the context of section 271 proceedings, may be designed to cover more aspects of local competition.

7. Generally accepted statistical analyses – *i.e.*, modified Z-tests and a critical Z-value – shall be utilized to determine whether Bell Atlantic/GTE is in parity or has met the benchmark. Attachment A-3 provides a description of how these statistical analyses shall be used.

Voluntary Payments

8. The Plan shall also consist of voluntary payments to the U.S. Treasury, with monthly and annual caps for the Bell Atlantic/GTE Service Area (allocated on a per state basis). The 17 performance measurement categories are designated as being in either the High, Medium, or Low payment level. Attachments A-5a and A-5b provide a list of the 17 performance measurements and the payment level that applies each year. Attachment A-4 provides a table of the voluntary payments, setting forth the per occurrence and per measurement payments at the High, Medium, and Low levels, and the caps for those measurements where voluntary payments are made on a per occurrence basis with a cap. Attachment A-6 provides the per state monthly and annual caps that apply each year. The obligation to make these voluntary payments in all Bell Atlantic/GTE States attaches 270 days after the Merger Closing Date.

9. Bell Atlantic/GTE shall make voluntary payments to the U.S. Treasury if Bell Atlantic/GTE fails to provide parity or benchmark performance to the aggregate of all CLECs operating in the Bell Atlantic/GTE Service Area in any Bell Atlantic/GTE State on any measurement³⁵ for either (1) 3 consecutive months, or (2) 6 months or more in a Performance Plan Year, as determined by use of the modified Z-tests and a critical Z-value. A “Performance Plan Year” is the first twelve full calendar months that begin after the 270th day after the Merger Closing Date and each succeeding twelve full calendar months after the first Performance Plan Year. Voluntary payments for each Bell Atlantic/GTE State shall be made on a per occurrence or per occurrence with a cap basis for measurements listed in Schedule A and on a per measurement basis for measurements in Schedule B of Attachments A-1a and A-1b, applying the statistical analyses and the calculations described in Attachment A-3, the payment level for the measurements in Attachments A-5a and A-5b, and the per-occurrence and per-measurement voluntary payment amounts set forth in Attachment A-4. The voluntary payments shall be calculated on the rolling average of occurrences or measurements, as appropriate, where Bell Atlantic/GTE has failed to provide parity or benchmark performance for 3 consecutive months.³⁶

³⁵ The word “measurement” in this context does not refer to the 17 measurement categories listed in Attachment A-1a and A-1b, but instead refers to each disaggregated sub-measurement into which the 17 performance measurement categories are divided. Bell Atlantic/GTE shall make a voluntary payment as required for any disaggregated sub-measurement.

³⁶ In other words, Bell Atlantic/GTE will make a voluntary payment in the event it fails to provide parity or benchmark performance for three consecutive months, and another payment if the failure continues for a fourth consecutive month, and so on. In each case, the payment will be calculated according to the rolling average of occurrences for the last three consecutive out-of-parity months. For example, if Bell Atlantic/GTE is out of parity on a measurement for January, February, and March, it would make a payment based on the January-February-March average; if

If Bell Atlantic/GTE fails to provide parity or benchmark performance in any Bell Atlantic/GTE State for 6 or more months in a Performance Plan Year, the voluntary payments shall be calculated as if all such months were missed consecutively.³⁷

10. In order to ensure that CLECs which order low volumes of certain resold local services and UNEs and that CLECs operating in emerging markets receive parity and benchmark performance, Bell Atlantic/GTE shall increase the voluntary payments calculated in accordance with Paragraph 9 above for measurements PR-3-08, PR-3-09, PR-4-02, PR-4-04, PR-4-05, PR-4-10, PR-5-03, PR-6-01, PR-6-02, MR-2-02, MR-2-03, MR-3-01, MR-3-02, MR-4-08, and MR-5-01 (“qualifying measurements”) and for sub-measurements involving UNE combinations, resold ISDN, ISDN UNE loop and port, BRI loop with test access (i.e., ISDN), and DSL loops within the qualifying measurements where applicable (“qualifying sub-measurements”).³⁸ For these 15 qualifying measurements and 37 qualifying sub-measurements, the voluntary payments calculated using the 3 month rolling average described in Paragraph 9 above shall be multiplied by a factor of 3 under the following circumstances and pursuant to the following methodology. The provisions of this Paragraph 10 only apply in the event that a voluntary payment is owed for a qualifying measurement or qualifying sub-measurement per the provisions of Paragraph 9 (i.e., this Paragraph only applies in the event that Bell Atlantic/GTE has failed to provide parity or benchmark performance on a qualifying measurement or qualifying sub-measurement for 3 consecutive months or in 6 or more months in a calendar year.)

a. Qualifying Measurements. If, for the 3 months that are utilized to calculate the rolling average, there were 100 or more observations on average per month for the qualifying measurement, then no increase in voluntary payments is owed pursuant to the provisions of this Subparagraph, but the provisions of Subparagraph (b) may apply. If, for the 3

it is also out of parity for the same measurement in April, it would make another payment, based on the February-March-April average.

³⁷ In other words, four payments would be made in a year where a measure is out of parity for six months (and five payments in a year where a measure is out of parity for seven months, and so on).

³⁸ The term “qualifying measurement” applies to the following 15 measurements and sub-measurements: PR-3-08, PR-3-09, PR-4-02, PR-4-04, PR-4-05, PR-4-10, PR-5-03, PR-6-01, PR-6-02, MR-2-02, MR-2-03, MR-3-01, MR-3-02, MR-4-08, and MR-5-01. The term “qualifying sub-measurements” applies to the 37 disaggregated sub-levels of these “qualifying measurements” that correspond to the following resale services and UNEs: UNE combinations (applicable to PR-3-08, PR-3-09, PR-4-02, PR-4-04, PR-4-05, PR-5-03, PR-6-02, MR-2-02, MR-2-03, MR-3-01, MR-3-02, MR-4-08, MR-5-01); resold ISDN (PR-4-02, PR-4-04, PR-4-05, PR-5-03), UNE 2-Wire Digital (ISDN) loops (applicable to PR-4-02, PR-4-04, PR-5-03, PR-6-01, MR-2-02, MR-2-03, MF-3-01, MR-3-02, MR-4-08, MR-5-01); and UNE 2-Wire xDSL loops (applicable to PR-4-02, PR-4-10, PR-5-03, PR-6-01, MR-2-02, MR-2-03, MR-3-01, MR-3-02, MR-4-08, MR-5-01).

months that are utilized to calculate the rolling average, there were more than 10 but less than 100 observations on average per month for the qualifying measurement, then (1) Bell Atlantic/GTE shall calculate the voluntary payments to the U.S. Treasury for that qualifying measurement in accordance with Paragraph 9 and shall treble the amount of such voluntary payments for that qualifying measurement, and (2) the provisions of Subparagraph (b) shall not apply with respect to any qualifying sub-measurements within the qualifying measurement.

b. Qualifying Sub-Measurements. If, for the 3 months that are utilized to calculate the rolling average, there were 100 or more observations on average per month for the qualifying sub-measurement, then no increase in voluntary payments is owed pursuant to the provisions of this Subparagraph. If, for the 3 months that are utilized to calculate the rolling average, there were more than 10 but less than 100 observations on average per month for the qualifying sub-measurement, then Bell Atlantic/GTE shall calculate the voluntary payments to the U.S. Treasury for that qualifying sub-measurement in accordance with Paragraph 9 and shall treble the amount of such voluntary payments for that qualifying sub-measurement. Per the provisions of Subparagraph (a), the provisions of this Subparagraph do not apply to any qualifying sub-measurements within a qualifying measurement for which treble voluntary payments are owed.

c. When Bell Atlantic/GTE and the Chief of the Common Carrier Bureau jointly review the 17 measurement categories on a semi-annual basis in accordance with Paragraph 4, the Chief of the Common Carrier Bureau may substitute, on a one-for-one basis, the sub-measurements associated with any other existing service or UNE within measurements PR-4 for the initial set of qualifying sub-measurements.³⁹ During this semi-annual review, the Chief of the Common Carrier Bureau may also increase the number of qualifying sub-measurements by including, from the list of qualifying measurements, the sub-measurements associated with new services and/or UNEs as qualifying sub-measurements. The Chief of the Common Carrier Bureau may add a maximum of 3 such new services and/or UNEs over the duration of the Plan.

11. The monthly and annual caps on the total amount of voluntary payments for which Bell Atlantic/GTE shall be liable, as provided for in Attachment A-6, may be reduced by an amount up to \$125 million in the third year of the Plan if Bell Atlantic/GTE completes the OSS interface and business rule changes provided for in Paragraphs 18-19 by a date that is sooner than the target dates specified in such Paragraphs, as follows:

a. The monthly and annual caps on the total amount of voluntary payments for which Bell Atlantic/GTE shall be liable may be reduced by an amount up to \$75 million during the third 12 month period if Bell Atlantic/GTE completes the OSS enhancement commitments in Paragraphs 18-19 of the Conditions the Bell Atlantic Service Areas early and by

³⁹ The Chief of the Common Carrier Bureau may elect to substitute, for example, all “qualifying sub-measurements” relating to resold ISDN (*i.e.*, PR-4-02, PR-4-04, PR-4-05) with the corresponding sub-measurements relating to another resold service or UNE (such as resold DS1 service, or a new resold service which SBC/Ameritech may offer in the future).

an amount up to \$50 million during the third 12 month period if Bell Atlantic/GTE completes the commitments in Paragraphs 18-19 of the Conditions in the GTE Service Areas early. The amount of the reduction will correspond to the number of days early by which Bell Atlantic/GTE completes the commitments in Paragraphs 18-19 as follows:

Number of Days Early	Annual Cap Reduction if OSS Enhancements are Completed Early in Former Bell Atlantic Service Areas	Annual Cap Reduction if OSS Enhancements are Completed Early in Former GTE Service Areas
30	\$ 6 Million	\$ 4 Million
60	\$ 12 Million	\$ 8 Million
90	\$ 18 Million	\$ 12 Million
120	\$ 24 Million	\$ 16 Million
150	\$ 30 Million	\$ 20 Million
180	\$ 36 Million	\$ 24 Million
210	\$ 42 Million	\$ 28 Million
240	\$ 48 Million	\$ 32 Million
270	\$ 54 Million	\$ 36 Million
300	\$ 61 Million	\$ 40 Million
330	\$ 68 Million	\$ 45 Million
360	\$ 75 Million	\$ 50 Million

b. Any required reductions in the annual cap during the third 12-month period pursuant to Subparagraph (a) above shall be prorated across all Bell Atlantic/GTE States and apportioned to monthly caps utilizing the same ratios used to develop the tables in Attachment A-6.

12. The amount of payments otherwise due each month under this Plan in a state shall be offset by the sum of (1) the amount of any payments made by Bell Atlantic/GTE to private or public parties (including, but not limited to, CLECs, state commissions, state governments, public interest funds or groups, or other entities) each month under any state-approved local interconnection performance monitoring or performance measurement plan in that state, and (2) the amount of payments made by Bell Atlantic/GTE related to performance measurements paid to CLECs each month in that state under the terms of an approved local interconnection agreement with Bell Atlantic/GTE. Provided, however, that the amount of any payments made to affiliates of Bell Atlantic/GTE shall not be used in calculating the offset.

13. Performance measurement results for each month shall be available to the Commission, state commissions and CLECs by the 25th day of the following month. If Bell Atlantic/GTE becomes liable for voluntary payments to the U.S. Treasury, such payments shall

be made 30 days after the performance measurement results become available. If such payments are made, Bell Atlantic/GTE shall provide notice to the Commission within 5 business days after the payment is made.

14. Bell Atlantic/GTE shall not be liable for voluntary payments to the U.S. Treasury if Bell Atlantic/GTE's failure to provide parity or benchmark performance attributable to an atypical event beyond the control of Bell Atlantic/GTE such as an Act of God, or a *force majeure* event. Bell Atlantic/GTE shall engage in "root cause analysis" to demonstrate that an apparent out-of-parity condition was attributable to an atypical event beyond the reasonable control of the ILEC. If Bell Atlantic/GTE determines through "root cause analysis" that it failed to provide parity or benchmark performance only due to conditions outside the reasonable control of the ILEC, Bell Atlantic/GTE may seek a waiver from the Chief of the Common Carrier Bureau relieving Bell Atlantic/GTE from voluntary payments to the U.S. Treasury. Bell Atlantic/GTE shall have the burden of proof to make the required showing, and shall have a right of appeal to the Commission. If Bell Atlantic/GTE seeks such a waiver, Bell Atlantic/GTE shall place the voluntary payments at issue into an interest bearing escrow account. If Bell Atlantic/GTE fails to carry its burden of proof, the amount of voluntary payments paid into the escrow account, including any accrued interest, shall be remitted to the U.S. Treasury. If Bell Atlantic/GTE carries its burden of proof, the amount of voluntary payments paid into the escrow account, including any accrued interest, shall be returned to Bell Atlantic/GTE.

15. Voluntary payments made by Bell Atlantic/GTE under the Plan shall not be reflected in the revenue requirement of any Bell Atlantic/GTE incumbent LEC.

16. The measurements and benchmarks under the Plan bear no necessary relationship to the standard of performance that satisfies Bell Atlantic/GTE's legal obligations in a particular state, and payments under the Plan shall not constitute an admission by Bell Atlantic/GTE of any violation of law or noncompliance with statutory or regulatory requirements with respect to the provision of local facilities or services to Bell Atlantic/GTE's wholesale or retail customers.

Attachment A-1a

**BELL ATLANTIC/GTE PERFORMANCE MEASUREMENTS
BELL ATLANTIC STATES**

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire,
New Jersey, New York, Pennsylvania, Rhode Island, Virginia, Vermont, and West Virginia

Schedule A1a – Performance Measurement Categories Subject to Voluntary Payments:

#	Description	# of Sub-Metrics
PO-1	OSS Response Time	18
PO-2	OSS Availability	3
OR-1	Order Confirmation Timeliness	Resale: 7 UNE: 10 Trunks: 1
OR-2	Reject Timeliness	Resale: 7 UNE: 10 Trunks: 1
OR-5	% Flow Through/Achieved Flow Through	Resale: 1 UNE: 1
PR-3	Completed within Specified Number of Days (1-5 Lines)	Resale: 2 UNE: 2
PR-4	Missed Appointments	Resale: 11 UNE: 16 Trunks: 1
PR-5	Facility Missed Orders	Resale: 4 UNE: 5 Trunks: 1
PR-6	Installation Quality	Resale: 2 UNE: 6
PR-9	Hot Cut Loops	UNE: 1
MR-2	Trouble Report Rate	Resale: 3 UNE: 9 Trunks: 1
MR-3	Missed Repair Appointments	Resale: 2 UNE: 8
MR-4	Trouble Duration Intervals	Resale: 5 UNE: 5 Trunks: 1
MR-5	Repeat Trouble Reports	Resale: 2 UNE: 5
NP-1	Percent Final Trunk Group Blockage	1
NP-2	Collocation Performance	6
BI-2	Timeliness of Carrier Bill	1
	TOTAL SUB-METRICS	159

Attachment A-1b

**BA/GTE PERFORMANCE MEASUREMENTS
GTE STATES**

Alabama, California, Florida, Hawaii, Idaho, Illinois, Indiana, Kentucky, Michigan,
Missouri, Nevada, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia,
Washington, Wisconsin

Schedule A1b – Performance Measurement Categories Subject to Voluntary Payments:

#	Description	# of Sub-Metrics
PO-1	OSS Response Time	7
PO-2	OSS Availability	4
OR-1	Order Confirmation Timeliness	Resale: 6 UNE: 19 Trunks: 1
OR-2	Reject Timeliness	Resale: 6 UNE: 18
OR-5	Percent Flow-Through	Resale: 1 UNE: 1
PR-3	Completed within Specified Number of Days	Resale: 2 UNE: 2
PR-4	Missed Due Dates	Resale: 5 UNE: 17 Trunks: 2
PR-5	Facility Missed Orders	Resale: 2 UNE: 6 Trunks: 1
PR-6	Installation Quality	Resale: 2 UNE: 7 Trunks: 1
PR-9	Coordinated Conversions	1
MR-2	Trouble Report Rate	Resale: 2 UNE: 6 Trunks: 1
MR-3	Missed Repair Commitments	Resale: 2 UNE: 6
MR-4	Trouble Duration Intervals	Resale: 4 UNE: 12 Trunks: 2
MR-5	Repeat Trouble Reports	Resale: 2 UNE: 6 Trunks: 1
NP-1	Percent Final Trunk Group Blockage	1
NP-2	Collocation Performance	2
BI-2	Timeliness of Carrier Bill	1
	TOTAL SUB-METRICS	159

Attachment A-2a

**BA/GTE PERFORMANCE MEASUREMENT BUSINESS RULES
BELL ATLANTIC STATES**

**Connecticut, Delaware, District of Columbia, Massachusetts, Maryland, Maine, New
Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, West Virginia, Virginia
and Vermont**

Pre-Ordering (PO)

Function:

PO-1 Response Time OSS Ordering Interface

Definition:

- **Response Time** – For PO-1-01 through –06, response time is the number of seconds between the issuance of a pre-ordering query and the successful receipt of the requested information in a specific field and screen.
- **Average Response Time** – Average response time is the sum of the response times divided by the number of pre-ordering queries in the report period. It is calculated separately for PO-1-01 through –06. Queries that “time-out” are excluded from the calculation of average response time.
- **Time-out** – A time-out is a query for which the requested information or an error message is not provided within 60 seconds for PO-1-01 through –04, and -06, or within 330 seconds for PO-1-05 Telephone Number Availability & Reservation. Time-outs are set at long intervals to ensure that average response times include long response times but do not include queries that will never complete. (Time outs for TN selection may be reduced to 60 seconds pending state approval as the retail OSS is modified.)

Methodology:

The measurements for PO-1 are derived from simulated pre-ordering queries generated by Bell Atlantic's simulation system⁴⁰. These simulations also support the measure of PO-2 OSS Interface Availability. Time-outs that are removed from queues for average response time calculations are included in the PO-2 OSS Interface Availability calculations.

Performance to CLECs is measured through BA's Gateway and its pre-ordering Operations Support System (OSS). The simulation system replicates the keystrokes of a CLEC representative and measures the response times from when the “enter” key is hit until a response is received back on the display screen after processing.

Performance to BA retail is measured directly to and from BA's OSS. The simulation system replicates the keystrokes of a BA service representative and measures the response times from when the “enter” key is hit until a response is received back on the display screen after processing by the pre-ordering OSS.

The simulation system uses the same account numbers for the CLEC and BA retail simulations. The simulation system generates simulated CLEC and BA retail queries simultaneously and continuously throughout the day, Monday through Friday, 8 AM to 6 PM, excluding New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. At least ten BA retail simulated queries are generated per hour for each type of query. At least ten CLEC simulated queries are generated per hour for each type of query for each available CLEC interface (currently Web GUI, EDI, CORBA)⁴¹ without regard to CLEC usage of each interface. The total number of simulated queries depends on the average response times.

Each query has a unique name based on time and date. The simulation system robot monitors for a matching response, and identifies successful responses by the file extension names. The file extension varies according to whether the transaction is successful or experiences an error or time-out condition. Successful response for an Address Validation request is identified by a file extension of “.ada.” The file is then read to ensure it starts and ends with the appropriate indicators for a successful transaction.

⁴⁰ Enview is currently used as the simulation system.

⁴¹ As new CLEC interfaces become available, the the simulation system's simulation process will be expanded to include them as well. If a CLEC interface is retired, the simulations, measurement, and reporting will cease for that interface. The Carrier Guidelines will be modified to reflect any such changes.

PO-1 OSS Response Time (continued)		
Exclusions:		
<ul style="list-style-type: none"> Normal exclusions include Saturday, Sunday, and major holidays, as well as hours outside of the normal report period. <p>NOTE: If response time aberrations occur due to failures of the simulation system robot itself or the network between the simulation system and the CLEC interface or between the simulation system and the BA OSS, BA will note such failure times and report the data without exclusion in a footnote on the report.</p>		
Performance Standard:		
<p>EDI & CORBA: Parity with Retail plus not more than 4 seconds. 4-Second difference allows for variations in functionality and additional security requirements of interface.</p> <p>WEB GUI: Until April 2001, Parity with retail plus not more than 7 seconds. After April 2001 Parity with retail plus not more than 4 seconds. This allows for differences and improvements in Web technology.</p>		
Formula:		
Σ Response Times from enter key to reply on screen for each transaction / Number of Simulated Transactions for each transaction type.		
Report Dimensions:		
Company:		Geography:
<ul style="list-style-type: none"> BA Retail CLEC Aggregate 		<ul style="list-style-type: none"> State
Products	CLEC Aggregate:	
	<ul style="list-style-type: none"> WEB GUI EDI CORBA 	
Sub-Metrics – PO-1 Response Time OSS Ordering Interface		
PO-1-01	Average Response Time – Customer Service Record	
Calculation	Numerator	Denominator
	Sum of all response times from enter key to reply on screen for CSR transactions.	Number of CSR transactions simulated by the Simulation system
PO-1-02	Average Response Time – Due Date Availability	
Calculation	Numerator	Denominator
	Sum of all response times from enter key to reply on screen for Due Date Availability.	Number of Due Date availability transactions simulated by the Simulation system
PO-1-03	Average Response Time – Address Validation	
Calculation	Numerator	Denominator
	Sum of all response times from enter key to reply on screen for Address Validation.	Number of address validation transactions simulated by the Simulation system.
PO-1-04	Average Response Time – Product & Service Availability	
Calculation	Numerator	Denominator
	Sum of all response times from enter key to reply on screen for Product and Service Availability.	Number of Product & Service availability transactions simulated by the Simulation system.

Sub-Metrics – (continued) Response Time OSS Ordering Interface		
PO-1-05	Average Response Time – Telephone Number Availability & Reservation ⁴²	
Calculation	Numerator	Denominator
	Sum of all response times from enter key to reply on screen for TN Availability/Reservation.	Number of TN Availability/Reservation transactions simulated by the Simulation system
PO-1-06	Average Response Time – Facility Availability (Loop Qualification)	
Calculation	Numerator	Denominator
	Sum of all response times from enter key to reply on screen for Loop Qualification.	Number of Loop Qualification transactions simulated by the Simulation system.

⁴² While Address Validation can be completed on a stand-alone basis, TN reservation is always combined with Address Validation. For BA retail representatives this is a required two step process requiring two separate transactions.

Function:**PO-2 OSS Interface Availability****Definition:**

“OSS Interface Availability” measures the time during which the electronic OSS Interface is actually available as a percentage of scheduled availability. Bell Atlantic service representatives and CLEC service representatives obtain pre-ordering information from the same underlying OSS. As a result, if a particular OSS is down, it is equally unavailable to Bell Atlantic employees and to CLEC employees. Any difference in availability, therefore, will be caused by unavailability of the interface.

Scheduled Availability

- Prime Time: 6 AM to 12:00 Midnight EST Monday through Saturday, excluding Holidays
- Non-Prime Time: 12:01 to 5:59 AM EST Monday through Saturday, and Sundays and Holidays

Note: the number of hours of downtime will be noted in the reports under “observations”.

Separate measurements will be performed for each of the following: Pre-Ordering EDI, Pre-Ordering Web GUI, and Maintenance Web GUI. The EnView process will be expanded/updated to monitor and report on future OSS processes.

Methodology:

Bell Atlantic will use EnView as a means of monitoring all BA systems, including retail OSS. However, BA will measure reported outages, based on actual reported time frames as well as any outages captured by EnView and not reported by CLECs. Additionally if a BA outage affects only one CLEC, the system availability will be adjusted to reflect that CLEC’s outage. For example, if a single CLEC experienced a 3 hour outage, due to a Bell Atlantic problem, system outage would be counted, on a pro-rated basis. In this way, outages that impact a single CLEC, but that do not necessarily show up in EnView will be captured. EnView will be used as an alarm for system availability and to supplement CLEC reported outages. If no CLEC reported an outage, but EnView detected an outage, the EnView outage would be included as if the entire CLEC population experienced the outage.

EnView measurement of availability of the interfaces will be as follows: The mechanized OSS interface availability process is based on the transactions created by the EnView Robots. The program determines whether the transactions are successful or unsuccessful, or that no transactions are issued (not polled). Transactions are processed by transaction type and separately for each interface type and OSS. The hours of the day are divided into 6-minute measurement periods.

If the interface for any Pre-Order transaction type in a 6-minute measurement period has at least one successful transaction, then the interface is considered available. Unavailable time is calculated only when all interface transactions are unsuccessful and at least one of the corresponding OSS transactions is successful. This indicates that the interface was not available while at least one OSS was available. In this case, the 6-minute measurement period is counted as “unavailable”. If it is determined that no transactions were issued, then the 6-minute measurement period is excluded from all calculations since this is an indication of an EnView problem and not an EDI problem. Availability is calculated by dividing the total number of 6-minute measurement periods in a 24-hour day (excluding unmeasured 6-minute measurement periods) into the number of periods with no successful transactions for the day and subtracting this from 1 and multiplying by 100. For example, there are potentially 160 6-minute measurement periods in a 16-hour period. If two 6-minute measurement periods lack successful transactions, then availability equals $(1-(2/160)) \times 100 = 98.75\%$ Availability.

Methodology – PO-2 OSS Availability (continued)

Web GUI: BA will implement, date to be determined, a mechanized means to measure availability of the Web GUI interface. Until mechanized measurement of availability of the Web GUI interface is operational, BA will measure availability of the Web GUI interface based on out of service troubles reported by CLECs. Out of service troubles must be reported by CLECs to BA’s designated trouble reporting point. Once mechanized monitoring is in effect, the Web GUI measurement will be identical to EDI.

Trouble Logs: BA will make available for inspection by the CLEC BA’s logs of CLEC reports that the interface is not available.

Exclusions:

The following exclusions will apply

- Troubles reported but not found in BA
- Troubles reported by a CLEC that were not reported to BA’s designated trouble reporting point.

Performance Standard:

Metric PO-2-02 (Prime Time): ≥ 99.5%

Formula:

$[(\text{Number of hours scheduled less number of scheduled hours not available}) / (\text{Number of hours scheduled})] \times 100.$

Report Dimensions:

Company:	Geography:
· CLEC Aggregate	· State

Products	· Web GUI (Pre-Order, Order and Repair)
	· EDI
	· CORBA

Sub-Metrics:

PO-2-02	OSS Interface Availability – Prime Time
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Calculation	Numerator	Denominator
	(Number of Prime Time Hours in Month) - (Number of Prime Time Hours in Month Interface is not available).	Number of Prime Time Hours in Month.

Ordering (OR)

Function:	
OR-1 Order Confirmation Timeliness	
Definition:	
<u>Resale & UNE:</u>	
<p><u>Order Confirmation Response Time:</u> The amount of elapsed time (in hours and minutes) between receipt of a valid order request date and time stamp and distribution of a service order confirmation. Orders that are rejected will have the clock re-started upon receipt of a valid order. Partial migrations for less than 10 lines – with accounts that include more than 10 lines that must be rearranged will be treated as 10 lines or greater.</p> <p><u>Percent of Orders Confirmed On Time:</u> The percentage of orders confirmed within the agreed upon timeframes as specified in the Performance Standards.</p>	
<u>Trunks:</u>	
The amount of time in business days between receipt of a clean ASR (received date restarted for each SUPP) and distribution of a firm order confirmation. Measures service orders completed between the measured dates.	
<u>Notes:</u>	
<p>(1) Rejected Orders – Orders failing “Basic front-end edits”⁴³ are not placed on Completed PON Master File.</p> <p>(2) Bell Atlantic includes in the Order confirmation Timeliness measurement CLEC requests for resent confirmations that are submitted electronically as well as resent confirmations due to Bell Atlantic’s error in initial confirmation⁴⁴. The measurements are based on confirmed orders.</p> <p>(3) If no order confirmations time exists due to a missing order confirmations, BA will use the completion notification time.</p>	
Exclusions:	
<u>Resale & UNE:</u>	
<ul style="list-style-type: none"> · BA Test Orders⁴⁵ · Weekend and Holiday Hours (Other than Flow-through) – Weekend Hours are from 5:00pm Friday to 8:00am Monday. Holiday Hours are from 5:00pm of the business day preceding the holiday to 8:00am of the first business day following the holiday. These hours are excluded from the elapsed time when calculating the response times for non-flow through requests. · SOP scheduled downtime hours (Flow-through). 	
Report Dimensions	
Company:	Geography:
<ul style="list-style-type: none"> · CLEC Aggregate · CLEC Specific 	<ul style="list-style-type: none"> · State

⁴³ Basic front-end edits – see Glossary.

⁴⁴ Resent confirmations due to CLEC error – such as duplicate PON numbers, or confirmations resent to reschedule a missed provisioning appointment – either due to CLEC, End User or BA reasons are not counted as resent confirmations.

⁴⁵ BA-Test Orders – see Glossary.

Performance Standard: OR-1 Order Confirmation Timeliness		
95% On Time According to schedule below:		
Resale:	UNE:	Interconnection Trunks:
Electronically Submitted Orders: <i>POTS/Pre-Qualified Complex:</i> <ul style="list-style-type: none"> • Flow-Through Orders: 2 Hours • Orders with < 10 Lines: 24 Hours • Orders with ≥ 10 Lines: 72 Hours <i>Complex Services (requiring loop qualification)</i> <ul style="list-style-type: none"> • 2 wire Digital Services: 72 hours • 2 Wire xDSL Services: 72 hours <i>Special Services:</i> <ul style="list-style-type: none"> • Orders with < 10 Lines: 48 Hours • Orders with ≥ 10 Lines: 72 Hours ⁴⁶ Faxed/Mailed Orders: Add 24 Hours to intervals above.	Electronically Submitted Orders: <i>POTS/Pre-Qualified Complex:</i> <ul style="list-style-type: none"> • Flow-Through Orders: 2 Hours • Orders with < 10 Lines: 24 Hours • Orders with ≥ 10 Lines: 72 Hours <i>Complex Services(requiring loop qualification)</i> <ul style="list-style-type: none"> • 2 Wire Digital Services: 72 hours • 2 Wire xDSL Services: 72 hours <i>Special Services:</i> <ul style="list-style-type: none"> • Orders with < 10 Lines: 48 Hours • Orders with ≥ 10 Lines: 72 Hours ⁴ Faxed/Mailed Orders: Add 24 Hours to intervals above.	Electronically Submitted Orders: <i>Firm Order Confirmation:</i> <ul style="list-style-type: none"> • ≤ 192 Trunks: 10 Business Days • > 192 Trunks: Negotiated Process • <i>Design Layout Record</i>: ≤ 192 Trunks: 10 Business Days • > 192 Trunks: Negotiated Process Faxed/Mailed Orders: Add 24 Hours to intervals above
Sub-Metrics		
OR-1-02	% On Time LSRC – Flow Through	
Products	<i>Resale:</i> <ul style="list-style-type: none"> • POTS/Pre-Qualified Complex 	<i>UNE:</i> <ul style="list-style-type: none"> • POTS/Pre-Qualified Complex
Calculation	Numerator	Denominator
	Number of electronic LSRCs sent where confirmation date and time less submission date and time is less than 2 hours for specified product.	Total number of flow through LSRs confirmed for specified product.
OR-1-04	% On Time LSRC < 10 Lines (Electronic – No Flow Through)	
Products	<i>Resale:</i> <ul style="list-style-type: none"> • POTS/Pre-Qualified Complex • 2 Wire Digital Services • 2 Wire xDSL Services • Specials 	<i>UNE:</i> <ul style="list-style-type: none"> • POTS/Pre-Qualified Complex • 2 Wire Digital Services • 2 Wire xDSL Services • Specials
Calculation	Numerator	Denominator
	Number of electronic LSRCs for less than 10 lines, sent where confirmation date and time less submission date and time is less than standard for specified product.	Total number of electronic LSRs for less than 10 lines confirmed for specified product.
OR-1-06	% On Time LSRC ≥ 10 Lines (Electronic)	
Products	<i>Resale:</i> <ul style="list-style-type: none"> • POTS/Pre-qualified Complex • Specials 	<i>UNE:</i> <ul style="list-style-type: none"> • POTS/Pre-qualified Complex • Specials
Calculation	Numerator	Denominator
	Number of electronic LSRCs for 10 or more lines, sent where confirmation date and time less submission date and time is less than standard for specified product.	Total number of electronic LSRs for 10 or more lines, confirmed for specified product.

⁴⁶ Also includes orders requiring facility verification as specified in the interval appendix.