

LANA KAUT	(initial)	_____
		Date
MIKE AUINBAUH	(sign)	_____
		Date

EXECUTIVE SUMMARY

AMENDMENT TO

INTERCONNECTION AGREEMENT

FOR

**DSLnet COMMUNICATIONS LLC, D/B/A DSLnet
WISCONSIN**

The carrier has signed a Sectional MFN into Level 3 with the current Recip Comp for the state of Wisconsin. This is DSLnet Communications LLC, d/b/a DSLnet's second renegotiated agreement (this one supercedes their current agreement).

DSLnet Communications LLC, d/b/a DSLnet signed the Covad Amendment, which contains language that states that the terms and conditions of the amendment shall be applied to each future agreement filed with any state commission prior to September 12, 2006. This Sectional MFN into Level 3 is one of those future agreements, therefore, the Covad special amendment is required.

Legal input for the amendment was provided by Duane Henry (formerly General Attorney with Pacific Bell), retired, and was completed by Amy Wagner, General Counsel.

Lisa Dabkowski, (203-634-5218) is the Lead Negotiator and Shirley Snell (312-335-7344) for DSLnet Communications LLC, d/b/a DSLnet.

Please call Susan Kemp if you have questions.

PREPARED BY EMMY YANG (214-745-3762).

**PLEASE RETURN TO CONTRACT PROCESSING AFTER SIGNATURE FOR FURTHER
PROCESSING.**

**Amendment to
Interconnection Agreement**

by and between

DSLnet Communications, LLC d/b/a DSLnet

And

**Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company, Nevada Bell Telephone Company,
The Ohio Bell Telephone Company, Pacific Bell Telephone Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone Company and
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin**

This Amendment to Interconnection Agreement is made and entered into this ____ day of _____, 2002, by and between DSLnet Communications, LLC d/b/a DSLnet (“CLEC”) and the following incumbent local exchange carriers (“ILECs”) affiliated with SBC Communications, Inc.: Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (collectively, the "Affiliated ILECs"). The ILEC referred to above that is operating as an ILEC in a state in which this Amendment is filed is hereafter referred to as "SBC ILEC" (collectively, CLEC and SBC ILEC are referred to hereafter as the “Parties”). It is the intention of CLEC and each of the Affiliated ILECs, that this amendment be filed and become effective in each state in which CLEC and any such Affiliated ILEC has a current interconnection agreement and that this amendment be filed and become effective in the future in each state in which CLEC and any such Affiliated ILEC may execute and file a new interconnection agreement prior to September 12, 2006.

RECITALS:

WHEREAS, the Parties have entered into an agreement relating to local interconnection (in the form in which such agreement is in effect on the date hereof including any amendments thereto, the "Agreement") which permits the Parties to mutually amend the Agreement in writing;

WHEREAS, the Parties have various litigation, arbitrations, regulatory proceedings and other disputes involving or relating to the Agreement (collectively "Disputes") pending between them;

WHEREAS, the Parties wish to reduce the risk and expense of further litigation of certain of such Disputes by negotiating a compromise and settlement related thereto;

WHEREAS, each term and condition of the compromise and settlement is consideration for, and a condition of, every other term and condition of such compromise and settlement;

WHEREAS, each term and condition of such compromise and settlement is legitimately related to, and conditioned on and consideration for, every other term and condition of such compromise and settlement;

WHEREAS, the Parties would not have agreed to such compromise and settlement, or any term or condition thereof, but for their mutual agreement upon each and every term and condition thereof;

WHEREAS, in order to effectuate such compromise and settlement the Parties wish to amend the Agreement to incorporate certain of the terms and conditions of such compromise and settlement into the Agreement by such amendment (the "Amendment");

WHEREAS, the Parties wish the Agreement to continue in full force and effect in accordance with its terms except as amended hereby;

WHEREAS, this Amendment shall not modify or extend the Effective Date, Termination or Expiration Date or the Term of the Agreement;

WHEREAS, this Amendment will be effective in accordance with the regulatory rules of the particular state in which it is filed but in no event later than the date the Amendment is approved or deemed approved by the respective state public utility commission. Notwithstanding the fact that this Amendment sets forth the obligations of CLEC and the Affiliated ILECs across 13 states, the submission of this Amendment to, and approval of this Amendment by, any one state commission shall not purport to displace the authority of any other state commission to review and approve the Amendment as to CLEC and the Affiliated ILEC in such state. In those states where there is no current interconnection agreement between the Parties, this Amendment shall be filed with the state commission and become effective with the other terms of an interconnection agreement between the Parties for such state when such interconnection agreement is negotiated and filed in such state;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree that the following terms and conditions shall apply and shall supersede any existing terms and conditions of the Agreement to the extent they are expressly addressed in this Amendment or shall constitute new terms and conditions to the extent such terms and conditions are not expressly addressed in the existing Agreement, and the Parties hereby amend and/or execute the Agreement to incorporate the following terms and conditions:

A. Term—Unless otherwise stated herein, the terms and conditions of this Amendment shall apply between the Parties for the full period of effectiveness of the current interconnection agreement and to any future interconnection agreements effective between the Parties prior to September 12, 2006.

B. Performance Measures and Remedies.

1. Performance Measures.

A. SBC ILECs in ten SBC states excluding Texas (“TX”), California (“CA”) and Nevada (“NV”)—Subject to Paragraphs 5 and 7 hereof, the Performance Measures listed on Schedule A hereto will be adopted for CLEC exactly as approved by the Texas Public Utility Commission (“TPUC”) for the life of this Agreement for the SBC ILECs in the following ten states: Kansas, Missouri, Oklahoma, Arkansas, Illinois, Indiana, Michigan, Wisconsin, Ohio and Connecticut (“10-State Region”). Subject to Paragraphs 5 and 7 hereof, if any or all of the Performance Measures listed on Schedule A are revised by the TPUC during the life of this Agreement, they will be revised in the exact same way for purposes of this Agreement by the SBC ILEC for the 10-State Region. Subject to Paragraphs 5 and 7 and except as provided in the immediately preceding sentence, no other Performance Measures now in effect or hereafter adopted by the TPUC or any other state regulatory commission in the other 10 SBC states (excluding CA and NV) will apply between the SBC ILECs in the 10-State Region and CLEC for the life of this Agreement, except by mutual agreement of the Parties.

B. SBC ILECs in CA and NV—Subject to Paragraphs 5 and 7, the Performance Measures listed on Schedule B hereto will be adopted for CLEC for CA and NV for the life of this Agreement. Subject to Paragraphs 5 and 7, measures #2, 5, 8, 15, 18, 19, 22 and 23 from Schedule B (the "Frozen Measures") were specifically tailored at Covad’s request, and the Parties agree that no changes will be made in those Measures for the life of this Agreement. Subject to Paragraphs 5 and 7, if any or all of the Performance Measures listed on Schedule B other than the Frozen Measures are revised by the California Public Utilities Commission (“CPUC”) or the Public Utilities Commission of Nevada (“PUCN”) during the life of this Agreement, they will be revised in the exact same way for purposes of this Agreement for the relevant state, subject to Paragraph 3 below. Subject to Paragraphs 5 and 7 and except as stated in the immediately preceding sentence, no other Performance Measures now in effect or hereafter adopted by the CPUC or the PUCN will apply between Pacific Bell Telephone Company (“Pacific Bell”) and Nevada Bell, respectively, and CLEC for the life of this Agreement except by mutual agreement of the Parties.

C. SBC ILEC in TX—Subject to Paragraph 3, the Performance Measures as adopted by the TPUC will apply in accordance with the terms of such plan as the same may be amended by the TPUC from time to time.

2. Remedies.

A. SBC ILEC in TX—Subject to Paragraph 3, the Performance Remedy Plan as adopted by the TPUC will apply in accordance with the terms of such plan, as the same may be amended by the TPUC from time to time.

B. SBC ILEC in ten SBC states other than TX, CA and NV—Subject to Paragraphs 5 and 7, in the 10-State Region, Performance Remedies shall be paid with respect to the Performance Measures listed on Schedule A (as the same may be revised from time to time in accordance with Paragraph 1.A. above) in accordance with the TX Plan limited to TX Tier 1 Penalties (as the same may be revised from time to time by the TPUC in accordance with Paragraph 2.A. above), scaled in proportion to the relative number of access lines in that state to the number of access lines in Texas as of the end of the month in which this Agreement becomes effective between the SBC ILEC and CLEC. Subject to Paragraphs 5 and 7, this Performance Remedy plan will apply for the life of this Agreement. Subject to Paragraphs 5 and 7 and except by mutual agreement of the Parties, no remedies will be payable to CLEC in connection with any other remedies plan in such states or with respect to any other performance measures, even if such remedies plan or performance measures would otherwise be applicable to CLEC pursuant to decision of such state's Commission, and CLEC expressly waives its right to enforce any such order or decision. These Performance Remedies will be in the nature of liquidated damages. SBC ILECs and CLEC agree that proof of damages for breach of contract from SBC ILECs' failure to comply with Performance Measures would be difficult to ascertain and, therefore, that liquidated damages are a reasonable approximation of any damages for breach of contract arising from SBC ILECs' failure to satisfy the Performance Measures. Subject to the following sentence, the amount of such Performance Remedies will be applied as a credit or offset against any other payments that such SBC ILEC may be required to make as a result of any other claim or demand by CLEC arising out of or related to the same underlying facts giving rise to the Performance Remedy payment, including but not limited to any Dispute Resolution proceeding. The Parties fully reserve their rights to litigate in state proceedings regarding the adoption of state performance remedy plans the issue of whether such performance remedies shall be in lieu of any other damages a CLEC might otherwise seek for breach of such performance measures, and the Parties make no admissions regarding such issue by executing this Amendment. However, for purposes of this Section B.2.B, the Parties agree to follow sections 6.1 and 6.2 of Attachment 17: Performance Remedy Plan –TX (T2A) as filed with the TPUC by Southwestern Bell Telephone Company (“SWBT”) on July 26, 2000, which provisions are attached hereto as Schedule D.

C. SBC ILECs in CA and NV—Subject to Paragraphs 3 and 5 below, in California and Nevada, Performance Remedies shall be paid as to the Performance Measures listed on Schedule B in accordance with the remedy plans ordered by the CPUC and the PUCN, respectively, as the same may be modified from time to time. Subject to Paragraph 5 below, until the CPUC and the PUCN adopt remedies for the Performance Measures listed on Schedule B, no remedies will be payable to CLEC in CA or NV. Subject to Paragraph 5 and except by mutual agreement of the Parties, once remedies are adopted for the Performance Measures by the CPUC and the PUCN, no remedies will be payable to CLEC for the life of

this Agreement in connection with any other remedies plan in such states or with respect to any other performance measures, even if such remedies plan or performance measures would otherwise be applicable to CLEC pursuant to decisions of such state's Commission, and CLEC expressly waives its right to enforce any such order or decision. These Performance Remedies will be in the nature of liquidated damages. SBC ILECs and CLEC agree that proof of damages for breach of contract from SBC ILECs' failure to comply with Performance Measures would be difficult to ascertain and, therefore, that liquidated damages are a reasonable approximation of any damages for breach of contract arising from SBC ILECs' failure to satisfy the Performance Measures. Subject to the following sentence, the amount of such Performance Remedies will be applied as a credit or offset against any other payments that such SBC ILEC may be required to make as a result of any other claim or demand by CLEC arising out of or related to the same underlying facts giving rise to the Performance Remedy payment, including but not limited to any Dispute Resolution proceeding. The Parties fully reserve their rights to litigate in state proceedings regarding the adoption of state performance remedy plans the issue of whether such performance remedies shall be in lieu of any other damages a CLEC might otherwise seek for breach of such performance measures, and the Parties make no admissions regarding such issue by executing this Amendment.

3. Reservation of Rights-- The Parties' agreement above is expressly made subject to the Parties' appellate rights as to the state commission orders referenced therein, including, without limitation, the Parties' right to object to the amount of the remedies or the manner in which the measures and remedies were imposed (including, but not limited to, the absence of mutual consent and any disregard for either of the Parties' due process rights or rights under contract law) Notwithstanding this Paragraph 3, the Performance Measures set forth in Schedules A and B, as the same may be modified pursuant to Paragraph 7 or by mutual agreement of the Parties, are not subject to appeal.

4. Audit Rights—

A. SBC ILEC in TX-- In TX, the audit rights adopted by the TPUC shall apply, subject to Paragraph 3 hereof.

B. SBC ILECs in all SBC states other than TX--CLEC and SBC ILEC will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported by such SBC ILEC relevant to one or more specific CLEC Performance Measures under this Performance Measures and Performance Remedies Plan. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days (30 days if consultation is requested after SBC's notice of filing of 271 application to CLEC is due for such state) after CLEC's request for consultation, then the SBC ILEC will allow CLEC to have an independent audit conducted by an independent auditor selected by CLEC and agreed to by SBC (which agreement shall not unreasonably be withheld) of the SBC ILEC's performance measurement data collection, computing, and reporting processes applicable to the specific CLEC Performance Measure or Measures in dispute. If the audit concludes that the SBC ILEC is Materially Misreporting (as hereinafter defined) the Performance Measure or

Measures in dispute, then the SBC ILEC will pay for the audit (including CLEC's reasonable expenses of providing data for, and assisting, the auditor). If the audit concludes that the SBC ILEC is not Materially Misreporting the Performance Measure or Measures in dispute, then CLEC will pay for the audit (including the SBC ILEC's reasonable expenses of providing data for, and assisting, the auditor). This Agreement does not limit the number of audits that CLEC may request of a specific Performance Measure in a specific SBC state if such audits, in fact, conclude that the SBC ILEC is Materially Misreporting in each instance. In all events, the Parties will use their best efforts to develop an audit schedule that minimizes the burden placed on the relevant SBC ILEC without compromising CLEC's ability to audit disputed performance results in a timely manner. CLEC may not request more than one audit of a particular Performance Measure in a particular SBC state during any four calendar month period. Except as stated in the following sentence, CLEC may not request any additional audits of a particular Performance Measure in a particular SBC state, prior to the SBC ILEC in such state receiving 271 approval, once CLEC has had a total of two audits (whether or not consecutive) of such Performance Measure in such SBC state which did not conclude that the SBC ILEC was Materially Misreporting regarding such Performance Measure. After CLEC has used the two audits permitted by the immediately preceding sentence with respect to a particular Performance Measure in a particular SBC state, CLEC shall be allowed to conduct one additional audit of that Performance Measure for that particular SBC state at CLEC's own expense, regardless of whether the audit determines that the SBC ILEC is Materially Misreporting regarding such Performance Measure (the "Extra Audit"). Except as stated in the immediately preceding sentence, the Extra Audit will otherwise be governed by the provisions of this Paragraph 4. Subject to paragraph 5, and except as may subsequently be agreed to by the Parties, this Audit Rights provision is intended to be the exclusive audit rights provision as to Performance Measures and Performance Remedies available to CLEC for the life of this Agreement and supersedes and replaces any other audit rights that CLEC may have in any SBC state pursuant to any provision of any existing or future interconnection agreement between CLEC and an SBC ILEC or pursuant to any regulatory commission decision or pursuant to law for the life of this Agreement, and CLEC expressly waives its right to enforce any such order or decision. For purposes of this Agreement, "Materially Misreporting" means that the audit concludes that the SBC ILEC is reporting that parity or benchmark standards have been met, when in fact there has not been compliance with such standards. After such SBC ILEC receives 271 approval for such state and if CLEC has not by that time exercised its election under Paragraph 5 hereof, CLEC will be entitled thereafter to audit rights under the same terms and conditions for such state under this Paragraph 4 as are set forth for TX under the TX Performance Remedy Plan.

5. CLEC ELECTION—Notwithstanding any other provisions of this Section B, the following election is available for CLEC on a one-time basis as to any given state. Instead of the Performance Measures, Remedies and Audit Rights set forth above, CLEC may, at its sole election, choose, on a state-by-state basis, to opt into the Performance Measures and Remedies Plan (including audit rights), if any, adopted for general CLEC use by the state regulatory commission for such state. If CLEC exercises such election for one or more states, the Performance Measures, Remedies and Audit Rights set forth above shall no longer

be applicable to such state or available for election by CLEC for use in such state. Paragraph 3 hereof shall be applicable to any such election.

6. STATISTICAL PROTECTIONS AGAINST RANDOM VARIATION—With respect to the Performance Measures and Remedies referenced in Paragraphs 1 and 2 above, the various statistical protections against random variation contained in the TX and CA Performance Measure and Remedies Plans will apply to the Performance Measures that were derived from such state plans. To the extent, if at all, that Performance Measures referenced in Paragraphs 1 or 2 were not derived from such state plans, comparable statistical protections will be applied by the Parties including the application of the modified Z test and the K table contained in the TX Remedy Plan. The modified Z test and the K table contained in the TX Remedy Plan are attached hereto as Schedule E.

7. VOLUNTARY CHANGES IN PERFORMANCE MEASURES--Any changes in performance measures voluntarily agreed to between CLEC and SBC ILEC now or in the future shall be incorporated into this interconnection agreement.

8. REPORTING OF DATA AND ACCESS TO DATA—For purposes of the Performance Measures referenced in Paragraph 1 hereof, the principles regarding reporting of data and access to data will apply as follows:

A. SBC ILECs in TX and the 10 SBC states (Kansas, Missouri, Oklahoma, Arkansas, Illinois, Indiana, Michigan, Ohio, Wisconsin, and Connecticut) other than CA and NV—The TX Plan will apply, as the same may be modified from time to time.

B. SBC ILEC in CA—The CA Plan will apply, as the same may be modified from time to time, or, to the extent such Plan has not been adopted, the Parties will mutually agree on reasonable procedures for reporting and access to data.

C. SBC ILEC in NV—The NV Plan will apply, as the same may be modified from time to time, or, to the extent such Plan has not been adopted, the Parties will mutually agree on reasonable procedures for reporting and access to data.

C. Stand-Alone xDSL-ISDN Loop Provisioning Intervals (business days from submission of order in proper and complete form) where IDSL/ISDN loops are understood to be categorized as “loops requiring conditioning”:

- i. Facilities available and no conditioning required: 5 days.
- ii. Facilities available but conditioning required: 10 days.
- iii. CLEC recognizes that SBC ILEC cannot practicably meet these intervals 100% of the time; however, the standards of material breach under applicable contract law shall apply to any determination of whether SBC ILEC is in breach of this provision.

D. Shared-Line Provisioning Intervals (business days from submission of order in proper and complete form)

1) 7/1/00 – 12/31/00

Shared line provisioning for loops that do not require conditioning will be the shorter of 5 business days, or the state mandated interval. Existing shared loops that need conditioning will be provisioned in the shorter of 10 business days or the state mandated interval.

2) Effective 1/1/01

Shared line provisioning for loops that do not need conditioning will be 3 business days or any shorter period voluntarily agreed to by SBC ILEC for any other CLEC or SBC affiliate. Existing shared loops that need conditioning will be provisioned in no greater than 10 business days.

3) CLEC recognizes that SBC ILEC cannot practicably meet these intervals 100% of the time; however, the standards of material breach under applicable contract law shall apply to any determination of whether SBC ILEC is in breach of this provision.

E. OSS: SBC ILEC shall implement SBC's Plan of Record, which was filed with the FCC on December 7, 1999, and SBC's Advanced Services Plan of Record, which was filed with the FCC on April 3, 2000 (including any subsequent additions or modifications to such filing ordered by the FCC (subject to appeals) and not stayed, or requested by the FCC and accepted by SBC), subject to the change management process. Notwithstanding the foregoing, SBC ILEC and CLEC will meet four times annually to develop meaningful goals and milestones regarding the creation and implementation of SBC ILEC's OSS system, including without limitation goals and milestones regarding the development of SBC ILEC's flow-through ordering system for CLEC use. CLEC agrees to refrain from further prosecuting the arbitration regarding SBC's Plans of Record presently pending before the FCC, but shall remain a party in the arbitration.

F. SBC ILECs will offer to CLEC access to remote terminals, remote terminal collocation, and broadband services offered on NGDLC technology consistent with SBC's ex-parte filing with the FCC of July 13, 2000, in *Applications for Consent to Transfer Control of Licenses and Section 214 Authorizations from Ameritech Corporation, Transferor, to SBC Communications Inc., Transferee, CC Docket 98-141; ASD File No 99-49*, including SBC's revised voluntary commitments filed on August 2, 2000. This ex-parte filing and the revised voluntary commitments are attached hereto as Schedule F. This offer is contingent on the FCC's ultimate approval of the conditions and commitments filed by SBC, and CLEC's public and unqualified endorsement of the July 13, 2000, filing, including SBC's revised voluntary commitments filed on August 2, 2000, predicated upon SBC's good faith execution of the commitments stated in these filings

G. CLEC may collocate equipment necessary for interconnection or access to unbundled network elements in accordance with 47 U.S.C 251(c)(6) and applicable legal and regulatory rulings. SBC ILEC also will permit CLEC to collocate certain Multifunctional Equipment included in the definition of Advanced Services Equipment of the SBC/Ameritech Merger Conditions. In addition, SBC ILEC will permit CLEC to collocate remote switching modules ("RSMs") that are not stand alone switches and that are used for interconnection or accessing UNEs, and such other equipment

as the parties may mutually agree. Pending the FCC's timely remand proceedings based on the D.C. Circuit Court's Opinion, SBC ILEC will not disturb other collocated equipment accepted by SBC ILEC prior to May 11, 2000 as long as SBC ILEC is not required to extend these arrangements to other equipment or locations.

H. Spectrum Management

1. CLEC will advise SBC ILEC on the ordering form of the Power Spectral Density ("PSD") mask approved or proposed by T1E1 that reflects the service performance parameters of the technology that CLEC intends to provision, and CLEC will notify SBC ILEC if and when a change in PSD mask is made. SBC ILEC shall use such PSD information solely for inventory purposes and for purposes described in 2 below. CLEC services will conform to PSD masks defined by final T1E1 standards for a particular service, if any, unless such standards are invalidated by the FCC or the FCC applies different standards for a particular service.

2. SBC ILEC may, as part of spectrum management, maintain an inventory of the existing services provisioned on the cable based on SBC ILEC information and the information obtained from CLECs. SBC ILEC does not warrant the accuracy or completeness of information obtained from CLECs. SBC ILEC shall not implement, impose or maintain any loop reservation program except as provided in this Section 2, or if permitted pursuant to Section 3. The SBC ILEC will not use Selective Feeder Separation (SFS) and will remove any restrictions imposed by the SBC ILEC on use of pairs for non-ADSL xDSL services. The SBC ILEC will not deny any loops on the basis of binder group management designations or business rules created in the SBC ILEC's LFACS and LEAD databases or limit the deployment of xDSL services to certain pair ranges, with the exception of binder groups containing AMI T1 services. The SBC ILEC may not segregate xDSL technologies into designated binder groups without Commission review and approval. Where the SBC ILEC has already implemented binder group management or reserved loop complements, the SBC ILEC must open those binder groups to all xDSL services and all xDSL providers. An SBC ILEC shall not deny CLEC a loop based upon spectrum management issues, subject to 3 below. In all cases, the SBC ILEC will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by a CLEC or by the SBC ILEC, as well as competitively neutral as between different xDSL services. Where disputes arise, the SBC ILEC and CLEC will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, the SBC ILEC will, upon request from a CLEC, disclose within 3-5 business days information in the SBC ILEC's inventory with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant.

3. In the event that the FCC or the industry, unless invalidated by the FCC, establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, the SBC ILEC and CLEC agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. In the event of a conflict between industry standards and standards promulgated by the FCC, the FCC standards shall control. If there is any dispute between the Parties with respect to this Section, the SBC ILEC will not deny the loop, but will continue to provision loops (subject to 2 above) until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.

4. Within thirty (30) days after general availability of equipment conforming to applicable industry standards, unless invalidated by the FCC, or standards developed by the FCC, if the SBC ILEC and/or CLEC is providing xDSL technologies or other advanced services for which there was previously no standard, then the SBC ILEC and/or CLEC must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

I. SBC ILEC in Texas agrees to make the interim rates specified in the Arbitrator's Order of November 30, 1999 in Docket Nos. 20226 & 20272 permanent until September 12, 2002 or for the life of the SWBT/Covad Interconnection Agreement executed on January 6, 2000, whichever is longer, and SBC ILEC in Kansas agrees to make the interim rates set forth in the KCC Arbitrator's Order of May 9, 2000 in Docket No. 00-DCIT-389-ARB permanent for the life of the permanent Interconnection Agreement to be executed by SWBT and Covad on or about December 2000, with the following exceptions:

- 1) The interim rate must be greater than zero. When a rate element is set at zero, the rate will be set in accordance with the terms of the final cost docket or arbitration.
- 2) 4 Wire digital loops are excluded. Rates for 4 wire digital loops will be set in accordance with the terms of the state specific final cost docket.
- 3) Interim rates for manual loop qualification in Texas are excluded. Rates for manual loop qualification in Texas will be set in accordance with the terms of the final arbitration or cost docket ruling. The permanent non-recurring rate for mechanized loop qualification in Texas shall be \$0.10 in accordance with the interim rate set by the TPUC.
- 4) Interim rates for loop conditioning in Texas are excluded. Final loop conditioning rates for Texas will be set in accordance with the terms of the state specific arbitration or cost docket.

J. SBC ILECs operating in the Ameritech region agree to accept applications for re-arrangement within 30 days of the execution of this Amendment to allow for a single power feed to multiple bays of equipment when this arrangement is consistent with state regulations. SBC will file revised pricing at the applicable state commissions within 60 days of the execution of this Amendment with applicable price changes effective the date physical work completes on each

modified collocation arrangement. In addition, SBC ILECs in the Ameritech region will cooperatively work with CLEC to recover any duplicate power feeds CLEC does not require to serve its embedded collocation arrangements. SBC ILECs will perform the work to the ILEC's equipment at no charge to CLEC, and CLEC will perform the work necessary to re-engineer and provision CLEC's equipment at its own expense. Revised monthly recurring rates will be established per the power increments requested by CLEC.

K. SBC ILEC agrees to implement line-sharing by June 6, 2000 where CLEC owns the splitter and to implement line sharing with SBC ILEC ownership of the splitter in accordance with SBC ILEC's previously disclosed deployment schedule. A copy of such deployment schedule is attached hereto as Schedule G. SBC ILEC agrees to voluntarily offer the ILEC owned line-at-a-time splitter arrangement for the duration of its existing interconnection agreement with Covad or a three year period from the date this Amendment is executed, whichever is longer. CLEC agrees to develop in good faith forecasts of CLEC's splitter needs and SBC ILEC agrees to use such forecasts in good faith to plan splitter deployment for the industry. Unless terms and conditions are otherwise expressed in this Amendment, SBC ILEC and CLEC agree to adopt the interim line sharing amendment for Texas except for pricing, subject to mutually agreeable modifications, as the terms and conditions for line-sharing over all-copper loops for their current interconnection agreement and for any agreements effective between the Parties prior to September 12, 2003, relating to any of SBC ILEC's operating territory. The terms and conditions contained in the interim line sharing amendment for Texas shall not apply after September 11, 2003. The interim line sharing amendment for Texas is attached hereto as Schedule H. SBC ILECs shall charge and CLEC agrees to pay \$5.75 per month, per loop and a \$10 non-recurring charge per loop, which represents all recurring and non-recurring charges associated with a line-shared service, including the high frequency portion of the loop, OSS, cross connect/jumper/tie cable, and splitter charges, for the all copper line-sharing UNE product in SBC ILEC's operating territory. These charges are inclusive of mechanized service order charges, but manual service order charges, if utilized, would be extra. Manual service order charges would be charged at the state-specific rate existing at the time the service order is received by the SBC ILEC if such state has established such rate or in accordance with a negotiated agreement of the Parties or the terms of Section N hereof.

L. SBC ILEC's 271 Application: CLEC shall support the federal 271 application ("Federal Application") of SBC ILEC provided that SBC ILEC is not in material breach of this Amendment including but not limited to the performance measures, for the 90 calendar days between the 120th day before the filing of the Application and the 30th day before the filing of the relevant Application (the "Evaluation Period") and during the pendency of the relevant Application (collectively "Federal 271 Requirements"). CLEC may not withhold support unless it has escalated such alleged material breach through the Dispute Resolution process and used its good faith best efforts to bring such dispute to a reasonable resolution prior to withholding support, or escalated to the SBC ILEC executive level any such material breach that CLEC does not believe falls within the dispute resolution process but that CLEC believes constitutes a material breach of a commitment by the SBC ILEC and used its good faith efforts to bring such dispute to a reasonable resolution prior to withholding support. SBC ILEC shall provide CLEC with at least 30 days advance notice of the filing of any Federal Application by SBC ILEC.

CLEC shall not comment, formally or informally, on any effort of SBC ILEC to gain state commission support for its federal 271 application ("State Application"). If SBC ILEC is in material

breach of this Amendment for the Evaluation Period and during the pendency of the relevant State Application (collectively “State 271 Requirements”), CLEC will notify SBC ILEC. SBC ILEC shall confer in good faith with CLEC’s Executive Vice-President of ILEC Relations within 5 business days of receiving CLEC’s notice to resolve the operational problems identified by CLEC. Nothing in this paragraph shall preclude CLEC from participating in state post-271 dockets after the FCC grants SBC ILEC’s 271 application or from participating solely on performance measurement and remedy issues in state performance measurement and remedy dockets in California and Nevada.

M. Waiver: This Agreement does not constitute a waiver of by either Party under existing law and regulation, except as described in this Section M. The terms of this Section M shall be binding on CLEC’s and SBC ILEC’s successors and assigns, and on the transferees of a significant amount of CLEC assets in any state. CLEC shall refrain, for the period prior to September 12, 2006, except as stated otherwise below, from arbitrating, litigating, or publicly commenting on the terms and conditions described in subparagraphs M.a. – M.e. in any administrative, regulatory or judicial forum as they relate to SBC ILECs and their affiliates. In addition, except as described below, CLEC waives its rights as to SBC ILECs and their affiliates with regard to the terms and conditions set forth in subparagraphs M.a. – M.d. under 47 U.S.C. § 252(i) for a period of 2 years from the effective date of those terms and conditions.

- a. Standalone xDSL-ISDN/IDSL Loop Provisioning Intervals as set forth in Section C.
- b. UNE Pricing and Provisioning as set forth in Sections I and K, provided that CLEC shall not waive its right to litigate line sharing provisioning issues other than those expressly set forth in Section K or its right to litigate UNE prices under Section I that shall apply subsequent to the time periods set forth in Section I.
- c. Line-Sharing Provisioning Intervals as set forth in Section D.
- d. Performance Measures and Remedy Plans as expressed in Section B, except in TX, CA, and NV.
- e. Spectrum Management as set forth in paragraph H, provided that CLEC reserves the right to challenge before the FCC any industry standards and only waives the right to litigate or arbitrate as described above for a period of three years.

Notwithstanding the foregoing, this paragraph shall not preclude CLEC from (1) enforcing the terms of this Amendment; or (2) invoking parity treatment by SBC ILEC if such treatment is allowed by the applicable performance measure under the terms of this Amendment; or (3) adopting and/or “opting-in” to any voluntarily negotiated terms and conditions between an SBC ILEC and another carrier, including without limitation SBC’s advanced services affiliate. The Parties agree to support the approval of this Amendment before the applicable state regulatory commission. The parties recognize that the terms and conditions stated in this Amendment are a compromise resulting from the desire of both Parties to reduce the risk and expense of litigation, arbitration or other regulatory proceedings. Consequently, each of the terms and conditions of this Amendment

is legitimately related to, and conditioned upon, every other term and condition contained or referred to in this Amendment.

N. Dispute Resolution--Schedule C hereto is incorporated by reference herein as the agreement of the Parties regarding Dispute Resolution and applies to any dispute arising out of or relating to every term and condition of this Amendment, every term and condition of the interconnection agreement between the Parties that is amended by this Amendment and any other agreements between the Parties, or any other dealings, arrangements, negotiations, and/or communications between the Parties.

O. Limitation of Liability: **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE ARBITRATION PANEL REFERRED TO IN SCHEDULE C SHALL NOT BE EMPOWERED TO AWARD CONSEQUENTIAL DAMAGES, LOST PROFIT OR LOST REVENUE DAMAGES, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PUNITIVE OR TREBLE DAMAGES AS PROVIDED FOR BY ANY STATUTE, AT COMMON LAW, OR OTHERWISE. ONLY ACTUAL DAMAGES, EXCLUDING ATTORNEYS' FEES AND ARBITRATION/DISPUTE RESOLUTION COSTS, SHALL BE AWARDABLE. NOTWITHSTANDING THE FOREGOING, if the Arbitration Panel finds in a written opinion with findings of fact and conclusions of law that: 1.) action was taken by a fourth level or higher employee of SBC or by a comparable level employee of CLEC; and 2.) the action was taken with the specific intent to knowingly violate the law or the Agreements in a manner that would constitute a material breach and to knowingly harm the other Party; and 3.) the intentional action was the principal cause of a material adverse effect on the other Party, then and only then the Arbitration Panel may award up to treble monetary damages excluding attorneys fees, interests and costs for such intentional conduct. Any such decision and award is subject to appellate review by a United States District Court, or in the event such court lacks jurisdiction, then any appropriate judicial body which shall conduct, in lieu of the Federal Arbitration Act or any state arbitration act standards, a de novo review of the record, including the findings and conclusions of law in the arbitration decision, but without a new trial and based solely on the existing arbitration record on any of the merits of the matters that are the subject of the arbitration decision. Any decision by a judicial body shall be appealable in accordance with the applicable appellate law governing that judicial body.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AMENDMENT, INCLUDING SCHEDULE C HERETO, ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY DISPUTES ARISING OUT OF OR RELATING TO THE INTERCONNECTION AGREEMENT AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL RETAIL OR WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES, AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.

P. The Dispute Resolution and Limitation of Liability provisions set forth in Sections N and O above shall apply to the current interconnection agreement between the Parties for the full period it is in effect and to any future interconnection agreements effective between the Parties prior to September 12, 2006.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective authorized representatives as of the date first written above.

DSLnet Communications, LLC d/b/a DSLnet

Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell Inc. d/b/a Ameritech Wisconsin, Nevada Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company by SBC Telecommunications, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President – Industry Markets

Date: _____

Date: _____

AECN/OCN # _____
(Facility Based – if applicable)

Schedule A
SWBT/Ameritech/SNET Performance Measures

Performance Element	Texas Remedy Plan Version 1.7 PM #	SWBT Implementation Date
1. Average Response Time for Manual Loop Make-Up Information	1.1	September, 2000
2. Percent Responses Received in "X" Seconds	2	September, 2000
3. OSS Interface Availability	4	August, 2000
4. Pre-Order Backend System Availability	4.1	August, 2000
5. % FOCs Returned Within Interval for xDSL-capable loops and line-sharing	5.1	September, 2000
6. Average Time to Return DSL FOCs	6.1	September, 2000
7. Total Order Process % Flow-Through	13.1	October, 2000
8. LSC Grade of Service	22	August, 2000
9. Percent Busy in LSC	23	August, 2000
10. LOC Grade of Service	25	August, 2000
11. Percent Busy in LOC	26	August, 2000
12. Average Installation Interval	55	September, 2000
13. Average Installation Interval xDSL	55.1	September, 2000
14. Percent xDSL Loops Requiring Conditioning	55.3	October, 2000
15. Percent UNE Installations Completed Within the Customer Requested Due Date	56	September, 2000
16. Percent Trouble Reports Within 30 Days of Installation	59	September, 2000
17. Percent Missed Due Dates Due to Lack of Facilities	60	September, 2000
18. Average Delay for Missed Due Dates Due to Lack of Facilities	61	September, 2000
19. Average Delay for SBC-Caused Missed Due Dates	62	September, 2000
20. Percent SBC-Caused Missed Due Dates > 30 Days	63	September, 2000

Performance Element	Texas Remedy Plan Version 1.7 PM #	SWBT Implementation Date
21. Percent Missed Repair Commitments	66	September, 2000
22. Mean Time to Restore/Repair	67	September, 2000
23. Percent of Collo Requests Processed Within Applicable Interval	109	August, 2000
24. % SBC Caused Missed Due Dates	58	September, 2000
25. Trouble Report Rate	65 & 65.1	September, 2000
26. % Installs Complete within CDDD	73	September, 2000

**SNET Performance Measures For CLEC
Estimated Implementation - Data Months**

Performance Element	Texas Remedy Plan Version 1.7 PM #	FCC20 PM#	SNET Implementation of FCC20/Texas 1.5 PM	SNET Implementation of Texas 1.7 PM	Remarks/Issues
1. Average Response Time for Manual Loop Make-Up Information	1.1	9	Available Now	September, 2000	SNET cannot provide the raw data specified until May 2001
2. Percent Responses Received in "X" Seconds	2	2 Similar Measure	Available Now	January 2001	WCIW in system modifications required to identify loop qualification
3. OSS Interface Availability	4	19	Available Now	September, 2000	Available now
4. Pre-Order Backend System Availability	4.1			May, 2001	Requires that data collection procedures be implemented and possible system modifications
5. % FOCs Returned Within Interval for xDSL-capable loops and line-sharing	5.1			May, 2001	Requires system modifications and method and procedures changes to identify DSL and line sharing
6. Average Time to Return DSL FOCs	6.1			May, 2001	Requires system modifications and method and procedures changes to identify DSL and line sharing

7. Total Order Process % Flow-Through	13.1			May, 2001	Requires multiple system modifications to tag the data
8. LSC Grade of Service	22			January, 2001	Requires rules established in the ACD Measurement System and data collection procedures implemented
9. Percent Busy in LSC	23			January, 2001	Requires rules established in the ACD Measurement System and data collection procedures implemented
10. LOC Grade of Service	25			May, 2001	SNET does not have a LOC and has no separate DLS number. All calls go through the IROC. SNET can measure grade of service to the IROC. Requires rules established in the ACD Measurement System and data collection procedures implemented
11. Percent Busy in LOC	26			May, 2001	See Measurement #10
12. Average Installation Interval	55			January, 2001	Requires collection system changes to establish a new measure.

13. Average Installation Interval xDSL	55.1	8	Available Now	May, 2001	Requires multiple system changes to identify line sharing
14. Percent xDSL Loops Requiring Conditioning	55.3			May, 2001	Requires multiple system changes to identify loops between 12000 and 17500 feet and greater than 17500 feet
15. Percent UNE Installations Completed Within the Customer Requested Due Date	56			May, 2001	Requires multiple system changes to identify line sharing and CRDD
16. Percent Trouble Reports Within 30 Days of Installation	59	5c	Available Now	May, 2001	Requires multiple system changes to identify line sharing
17. Percent Missed Due Dates Due to Lack of Facilities	60			May, 2001	Requires multiple system changes to identify line sharing
18. Average Delay for Missed Due Dates Due to Lack of Facilities	61			May, 2001	Requires multiple system changes to identify line sharing
19. Average Delay for SBC-Caused Missed Due Dates	62	7c	Available Now	May, 2001	Requires multiple system changes to identify line sharing
20. Percent SBC-Caused Missed Due Dates > 30 Days	63			May, 2001	Requires multiple system changes to identify line sharing
21. Percent Missed Repair Commitments	66	10b	Available Now	May, 2001	Requires multiple system changes to identify line sharing
22. Mean Time to Restore/Repair	67	12c	Available Now	May, 2001	Requires multiple system changes to identify line sharing and DSL loops over 12k feet

23. Percent of Collocation Requests Processed Within Tariffed Timeline	109			May, 2001	Requires policies and procedure changes to identify augmentation and adjacent applications
24. % SBC Caused Missed Due Dates	58	4c	Available Now	May, 2001	Requires multiple system changes to identify line sharing
25. Trouble Report Rate	65 & 65.1			May, 2001	Requires multiple system changes to identify line sharing and DSL loops over 12k feet
26. % Installs Complete within CRDD	73			May, 2001	Requires system changes to identify CRDD

December 7, 2000

Global Issues:

1. AIT Summary – High Priority Changes are based on AIT Business Rules agreed upon in its’ 5 state region by CLECs and Commissions, unless otherwise stated.
2. Updated AIT Long Term Dates are slated for March 2001 when investigation is required, as changes have not been fully defined and are therefore unknown.
3. By accepting High Priority changes and eliminating the need to investigate various long-term changes, AIT will be better positioned to meet target dates with the increased likelihood of exceeding expectations.
4. SWBT and Ameritech have different processes, concerning Installation & Maintenance for example, which can relate to different interpretations and implementation of the same measure.
5. AIT has measured UNE products at a circuit level, including 8.0 dB loops.
6. AIT Interval measures, beginning 12/1/00, will count Sat, Sun, and Holidays if order is completed, believe a different approach than SWBT
7. AIT counts unsolicited FOCs which modify the due date as a missing the due date
8. AIT has different approach to projects
9. Broadband reporting is dependent on an update to MIHR system enhancements meeting its scheduled 1/1/00 release date
10. AIT does not currently charge for expedites on orders
11. AIT does not offer test access for CLECs, therefore in repair measures to exclude all loops w/out test access will leave no data to be reported.
12. Website changes to allow the reporting of CLEC specific reports can be completed in time for January data to be reported.

Performance Measurement	Texas Remedy Plan Version 1.7 PM #	AIT PM #	AIT Initial Target Date	AIT Summary – High Priority Changes	Long Term TX V1.7 Target Date	AIT Summary - Long Term Changes	Tier 1 Remedy Implications
1. Average Response Time for Manual Loop Make-Up Information	1.1	57	October, 2000 Benchmark	Currently reporting on AIT Business Rules. These are basically the same with the exception of Raw Data and Parity – vs. 3 bus day response.	March , 2001	Investigate, per GI #4.	Low
2. Percent Responses Received in “X” Seconds	2	2	September, 2000	Currently Reporting as TX w/exception of EDI and CORBA Protocol Translation Time Input and Output Messages	March, 2001	Projected implementation of additional TX disaggregations	Low

3. OSS Interface Availability	4	4	November, 2000	Disaggregations between SWBT & AIT match Business Rules – Implement SWBT partial approach	November, 2000	Review different interfaces with CLEC. New system deployments will drive additional changes in measures.	None
4. Pre-Order Backend System Availability	4.1	4.1	January 2001	This is a brand new measure in Ameritech and project that it will take until March to Map and Implement PM	March, 2001	Implement new measure	None
5. % FOCs Returned Within Interval for xDSL-capable loops and line-sharing	5.1	5.1	December, 2000	Implement New Measure, Per PM collaboratives no remedy until Feb – TX 1.7 says 3 months	December, 2000	Implement New Measure – Potential Clarification of Differences	XDSL - Low Line Share - None
6. Average Time to Return DSL FOCs	6.1	6.1	January, 2001	Implement New Measure with new disaggregations for auto/auto, auto/manual, and manual/manual FOCs	December, 2000	Implement New Measure – Potential Clarification of Differences	XDSL - Low Line Share – None
7. Total Order Process % Flow-Through	13.1	13.1	November, 2000	Investigate the differences between AIT proposed measure and SWBT measure. If Small differences we can measure beginning November.	March, 2001	Clarify measurement with SWBT– Disaggregations for UNE Loops & DSL need to be added, and attempt to measure as SWBT through provisioning, ordering, & billing systems?	None
8. LSC Grade of Service	22	22	September, 2000	Currently Reporting	March, 2001	Same Measurement	None
9. Percent Busy in LSC	23	23	September, 2000	Currently Reporting	March, 2001	Same Measurement	None

10. LOC Grade of Service	25	25	December, 2000	Currently Reporting – Required additions are: ▪DSL new 800 number ▪Disaggregation for Provisioning	March, 2001	Investigate – Disaggregate by Service Center vs. ACD	None
11. Percent Busy in LOC	26	26	December, 2000	Currently Reporting – Required additions are: ▪DSL new 800 number ▪Disaggregation for Provisioning	March, 2001	Investigate – Disaggregate by Service Center vs. ACD	None
12. Average Installation Interval	55	55	November, 2000	Disaggregations: Disaggregate 2 Wire Analog by 5.0 dB & 8.0 dB Loops. Benchmark: Adjust standard interval for 2 Wire Digital/BRI Loop	March, 2001	Investigate, per GI #4 & 6. Review differences in Interval Days counted in AIT vs. SWBT (complete on Sat.Sun.Hol)	None
13. Average Installation Interval xDSL	55.1	55.1	January, 2001	Disaggregations: Add Line Sharing 1/1/01, Conditioning 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI #4 & 6.	High
14. Percent xDSL Loops Requiring Conditioning	55.3	55.3	March, 2001	No existing measurement in AIT today – possibly sooner than March based on work for Facility Modification.	March, 2001	Implement new measure	None
15. Percent UNE Installations Completed Within the Customer Requested Due Date	56	56	February 2001	AIT can measure to current business rule with DSL and Line Share disaggregations by January. CRDD requires additional work	March, 2001	Implement new measure relative to CRDD	None

24. % SBC Caused Missed Due Dates	58	58	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, & 5, Cancelled Order Issue, excluding Fac Mod (WI 8), Investigate Unseal FOC Issue	High
16. Percent Trouble Reports Within 30 Days of Installation	59	59	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, 6, 11, and exclusions.	High
17. Percent Missed Due Dates Due to Lack of Facilities	60	60	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, & 5, and canceled order inclusions issue.	None
18. Average Delay for Missed Due Dates Due to Lack of Facilities	61	61	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, and canceled order inclusions issue.	None
19. Average Delay for SBC-Caused Missed Due Dates	62	62	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, and canceled order inclusions issue.	Medium
20. Percent SBC-Caused Missed Due Dates > 30 Days	63	63	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, and canceled order inclusions issue.	None
25A. Trouble Report Rate	65	65	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, 11, and exclusions.	None

25B. Trouble Report Rate	65.1	65.1	February, 2000	This is a new measurement to Ameritech. May require additional time to implement less repeats and I-cases.	March, 2001	Investigate, per GI 4, 5, 11, exclusions, remedy issues.	High
21. Percent Missed Repair Commitments	66	66	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5.	High
22. Mean Time to Restore/Repair	67	67	January, 2000	Disaggregations: Modify DSL Benchmarks 11/1/00, Add Line Sharing 1/1/01, Broadband 1/1/01 (GI #9).	March, 2001	Investigate, per GI 4, 5, 11, and exclusions.	High
26. Percent Installs Complete within CDDD	73	73.X	December, 2000	Ameritech Currently Reporting % within 20 days	March, 2001	Implement new measure	High
23. Percent of Collo Requests Processed Within Applicable Interval	109	109	September, 2000	Currently reporting for some disaggregations (products offered by AIT)	October, 2000	Disaggregations: Add SWBT additional disaggregations; Caged, Shared Caged, Augments to Physical, Adjacent on Site, Adjacent off Site, Augments to Virtual	Low

Schedule B
Pacific Bell / Nevada Bell Performance Measures
(California Measures refer to Jt. Filing of 7/11/00;
Texas Measures Refer to PM v. 1.7)

<i>PM Number</i>	<i>Performance Element</i>	<i>California or Texas Performance Measure</i>	<i>Implementation Date</i>	<i>Treatment / Remedies</i>
1	Average Response Time for Manual Loop Make-Up Information	Texas Measure 1.1	Immediate	TBD
2	Percent Responses Received in "X" Seconds	Texas Measure 2	10/1/2000	TBD
3	OSS Interface Availability	California Measure 42	Immediate	TBD
4	Pre-Order Backend System Availability	California Measure 42	1/1/2001	TBD
5	% FOCs Returned Within Interval for xDSL-capable loops and line-sharing	California Measure 2 (Modified - CA reports average FOC interval)	Immediate	TBD
6	Average Time to Return DSL FOCs	California Measure 2	Immediate	TBD
7	Total Order Process % Flow-Through	California Measure 4	Immediate	TBD
8	LSC Grade of Service	California Measure 44	Immediate	TBD
9	Percent Busy in LSC	Texas Measure 23	11/1/2000	TBD
10	LOC Grade of Service	California Measure 44	Immediate	TBD
11	Percent Busy in LOC	Texas Measure 26	1/1/2001	TBD
12	Average Installation Interval (UNEs, including BRI)	California Measure 7	Immediate	TBD
13	Average Installation Interval xDSL	Texas Measure 55.1	Immediate	TBD
14	Percent xDSL Loops Requiring Conditioning	Texas Measure 55.3	1/1/2001	TBD
15	Percent UNE Installations Completed Within the Customer Requested Due Date	California Measure 8 (Modified - CA reports % completions within standard interval)	Immediate	TBD
16	Percent Trouble Reports Within 30 Days of Installation	California Measure 16	Immediate	TBD
17	Percent Missed Due Dates Due to Lack of Facilities	California Measure 12	Immediate	TBD
18	Average Delay for Missed Due Dates Due to Lack of Facilities	California Measure 13	Immediate	TBD
19	Average Delay for SBC-Caused Missed Due Dates	California Measure 14	Immediate	TBD

20	Percent SBC-Caused Missed Due Dates > 30 Days	California Measure 13 (Modified – CA reports delayed orders for 1-30 days, 31-90 days and >90 days)	Immediate	TBD
21	Percent Missed Repair Commitments	Texas Measure 66	Immediate	TBD
22	Mean Time to Restore/Repair	California Measure 21 (all line-shared loops at parity with ASI LS loops)		TBD
23	Percent of Collocation Requests Processed Within Applicable Interval	California Measure 41	Immediate	TBD
24	% SBC Caused Missed Due Dates	California Measure 11	Immediate	TBD
25	Trouble Report Rate	California Measure 19	Immediate	TBD
26	% Installs Complete within CDDD	California Measure 8 (Modified - CA reports % completions within standard interval))	Immediate	TBD

Schedule C
Dispute Resolution

DISPUTE RESOLUTION AGREEMENT

BETWEEN

SBC COMMUNICATIONS INC.

AND

DSLnet Communications, LLC d/b/a DSLnet

1. **ARBITRATION:**

(a) If SBC Communications Inc. (“SBC”)¹ and DSLnet Communications, LLC d/b/a DSLnet (“CLEC”)² (collectively the “Parties”) are unable to resolve any dispute, controversy, cause of action or claim arising out of or relating to the Parties’ Resale and Marketing Agreement, Network and Product Planning Agreement, Collocation Agreement, In-Region Wholesale Agreement, Dispute Resolution Agreement, and/or Settlement Agreement and Mutual General Release (collectively the “Agreements”), or any other dealings, arrangements, negotiations, and/or communications between CLEC and SBC, (hereinafter “Dispute”) including such matters relating to actual or potential retail or wholesale terms and conditions applicable to any area within the domestic United States, such Dispute shall be submitted to executive officers of each of the Parties for resolution. If such officers are unable to resolve the Dispute within ten (10) business days after submission to them, the dispute shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining, except as follows: To the extent the arbitrators permit discovery, the following limitations shall be placed on discovery: (i) depositions shall be limited to five (5) depositions per side; (ii) interrogatories shall be limited to 25 interrogatories per side; and (iii) requests for production of documents will be limited to 25 per side; (iv) where efficient and reasonable and based upon the proponent’s statement of the facts and issues in dispute, a threshold deposition of not more than eight (8) hours (not to be included in the limitation described above or imposed by the Arbitration Panel) or an initial disclosure may be obtained by a Party seeking relevant information for the purpose of identifying the persons most likely to have the most probative information bearing on the disputed facts and issues. If a Party elects a deposition under subparagraph 1(a)(iv), the opposing Party shall make every reasonable, good faith effort to produce the person most knowledgeable of the proponent’s statement of facts and issues.

¹ SBC shall mean SBC Communications Inc., and its parents, subsidiaries, affiliates, predecessors-in-interest, successors-in-interest, officers, directors, agents, representatives, and employees.

² CLEC shall mean DSLnet Communications, LLC d/b/a DSLnet, and its parents, subsidiaries, affiliates, predecessors-in-interest, successors-in-interest, officers, directors, agents, representatives, and employees.

Notwithstanding the above discovery limitations, to the extent the Arbitration Panel allows discovery, the Panel may further limit or may expand the right to discovery for good cause in disputes involving SBC incumbent local exchange carriers (“SBC ILECs”)³ after the Panel considers the proponent’s need for information to reasonably pursue its claim or defense, the Parties’ intent by this Dispute Resolution Agreement to create a reasonable, efficient, and cost-effective means for resolving disputes, and the complexity and technical nature of the facts and issues in dispute; provided, however, that the Arbitration Panel shall not be authorized to allow more than ten (10) depositions per side, fifty (50) interrogatories per side, fifty (50) requests for production of documents per side and fewer than three (3) depositions per side, fifteen (15) interrogatories per side, and fifteen (15) requests for production of documents per side. The Federal Rules of Civil Procedure shall govern all other aspects of discovery, and the Federal Rules of Evidence shall apply to all arbitration proceedings.

(b) The exclusive means for resolving any Disputes shall be the arbitration procedures and other terms and conditions set forth in this Dispute Resolution Agreement (“Arbitration Procedures”). These Arbitration Procedures are intended to supercede and/or waive the terms and conditions of any and all new or existing agreements between CLEC and SBC relating to dispute resolution, wherever found, that are inconsistent with these Arbitration Procedures. CLEC and SBC further agree that the terms and conditions of this Dispute Resolution Agreement are intended to govern and control the Parties’ rights, responsibilities, and obligations to the extent that there is any inconsistency or ambiguity created by Section 252 of the Telecommunications Act of 1996, 47 U.S.C. § 252.

(c) Within thirty (30) calendar days of their execution of this Agreement, unless otherwise agreed by the Parties, CLEC and SBC shall together select a panel of three arbitrators (“Selected Panel”) to address any disputes as they arise, as well as three alternate arbitrators (“Alternate Arbitrators”) that the Parties can turn to in the event that any member of the Selected Panel is unavailable to arbitrate a dispute and shall agree on the order in which the Alternate Arbitrators will be contacted, in the event that any arbitrator on the Selected Panel is unavailable. In the event that any member of the Selected Panel is unavailable to arbitrate a dispute that arises between the Parties, the available member(s) of the Selected Panel shall contact the Alternate Arbitrators in the order established by the Parties. If no members of the Selected Panel are available, the Parties shall use the Alternate Arbitrators in the agreed order. To the extent the Parties need to use the Alternate Arbitrators, the Alternate Arbitrators will rotate according to the established order over the entire term of this Dispute Resolution Agreement with the expectation that each of the Alternate Arbitrators will serve on approximately the same number of active Arbitration Panels.

If a panel of three arbitrators cannot be formed from the available members of the Selected Panel and the available Alternate Arbitrators, or if the Parties have not agreed to a Selected Panel or Alternate Arbitrators, then, within fifteen (15) business days after it is determined that an arbitration panel cannot be formed from the Selected Panel or

³ SBC ILECs shall mean Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Ameritech, and Southern New England Telephone Company, and any incumbent local exchange carrier owned or operated by SBC during the term of this Agreement.

Alternate, the following procedure shall govern the selection of an arbitration panel: SBC shall choose one arbitrator, and CLEC shall choose one arbitrator within 20 business days of the date a dispute is submitted to the executive officers of each Party and no resolution is achieved. The third arbitrator shall be chosen by the two arbitrators selected by the Parties, within twenty-five (25) days after the date the Parties' individual arbitrators are chosen.

(c) Unless the Parties otherwise agree to a place of arbitration, arbitrations shall be held alternately in Dallas, Texas and in San Francisco, California, with the first arbitration between the Parties under this Agreement being held in Dallas, Texas.

(d) All discovery shall be requested within sixty (60) days after the submission of the initial pleading to the Arbitration Panel. The arbitration hearing shall be set expeditiously but not be less than 15 days nor more than 60 days after the close of discovery and shall be conducted for no less than three (3) full days per week until completed. Unless otherwise agreed by the Parties, the Arbitration Panel shall issue its opinion in no more than 60 days in disputes involving SBC ILECs, and in no more than 45 days in all other disputes.

(e) The arbitration panel is empowered to render the following decisions and awards in accordance with the terms and conditions of this Agreement: (i) enjoining a party from performing any act prohibited, or compelling a party to perform any act required, by applicable law or by the terms of any agreement between the Parties and any order entered pursuant to this Agreement or deemed necessary by the arbitration panel to resolve disputes arising under or relating to any agreement between the Parties or any order; and (ii) monetary awards consisting of damages only as allowed by this Agreement. Nothing in this Agreement is intended to provide the arbitrators with jurisdiction to enter any decision that would involve material changes to the structure, organization, management or ownership of either SBC or CLEC.

(f) **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE ARBITRATION PANEL SHALL NOT BE EMPOWERED TO AWARD CONSEQUENTIAL DAMAGES, LOST PROFIT OR LOST REVENUE DAMAGES, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PUNITIVE OR TREBLE DAMAGES AS PROVIDED FOR BY ANY STATUTE, AT COMMON LAW, OR OTHERWISE. ONLY ACTUAL DAMAGES, EXCLUDING ATTORNEYS' FEES AND ARBITRATION/DISPUTE RESOLUTION COSTS, SHALL BE AWARDABLE. NOTWITHSTANDING THE FOREGOING, if the Arbitration Panel finds in a written opinion with findings of fact and conclusions of law that: 1.) action was taken by a fourth level or higher employee of SBC or by a comparable level employee of CLEC; and 2.) the action was taken with the specific intent to knowingly violate the law or the Agreements in a manner that would constitute a material breach and to knowingly harm the other Party; and 3.) the intentional action was the principal cause of a material adverse effect on the other Party, then and only then the Arbitration Panel may award up to treble monetary damages excluding attorneys fees, interests and costs for such intentional conduct. Any such decision and award is subject to appellate review by a United States District Court, or in the event such court lacks jurisdiction, then any appropriate judicial body which shall conduct, in lieu of the Federal Arbitration Act**

or any state arbitration act standards, a de novo review of the record, including the findings and conclusions of law in the arbitration decision, but without a new trial and based solely on the existing arbitration record on any of the merits of the matters that are the subject of the arbitration decision. Any decision by a judicial body shall be appealable in accordance with the applicable appellate law governing that judicial body.

(g) The decision of the arbitration panel shall be the sole and exclusive remedy between the Parties regarding any and all claims and counterclaims with respect to the subject matter of the arbitrated dispute and the decision of the arbitration panel shall not be appealable, shall not be subject to collateral review by any Court, and shall not be used by the Parties in any proceeding or forum that is not subject to this Agreement with the following exceptions: 1.) either party may appeal a final arbitration decision to a federal court with jurisdiction or alternatively to any appropriate judicial authority, where there is any final decision in excess of \$10 million and/or any decision that has a financial impact on the party's operations in excess of \$10 million; and 2.) as provided for above, any decision and/or award which purports to include monetary damages shall be subject to the de novo review described in Paragraph 1 (f) above. An arbitration decision shall become final on the 30th day after it is entered (the "Finality Date") unless an appeal is filed by either party prior to the Finality Date. Notwithstanding the provisions of this Agreement, the parties shall be entitled to enforce a decision of the arbitration panel in any manner allowed by law.

(h) This Dispute Resolution Agreement terminates simultaneously with the termination of the Resale and Marketing Agreement, at which time all non-final dispute resolution activities and proceedings terminate and are withdrawn, without prejudice to the parties' ability to pursue whatever legal options are available, the arbitrators lose jurisdiction and any non-final findings, awards and decisions are null and void.

(i) Notwithstanding the foregoing, any dispute, controversy or claim arising out of or relating to the Stock Purchase Agreement, except disputes involving SBC's hostile effort to obtain a controlling interest in CLEC without the consent of CLEC's officers and directors, shall be subject to this Dispute Resolution Agreement.

2. LIMITATION OF REMEDIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY OTHER AGREEMENTS BETWEEN THE PARTIES, THE PARTIES VOLUNTARILY AGREE, AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, THAT THE RIGHTS AND REMEDIES AS STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO EITHER PARTY WITH RESPECT TO ANY DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENTS AND ALL DEALINGS, ARRANGEMENTS, NEGOTIATIONS, AND/OR COMMUNICATIONS BETWEEN THE PARTIES, INCLUDING SUCH MATTERS WITH RESPECT TO ACTUAL OR POTENTIAL RETAIL OR WHOLESALE TERMS AND CONDITIONS APPLICABLE TO ANY AREA WITHIN THE DOMESTIC UNITED STATES, AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES THAT A PARTY MAY POSSESS PURSUANT TO STATUTE, OR AT COMMON LAW OR IN EQUITY.

3. **PARTICIPATION IN OTHER PROCEEDINGS.** Notwithstanding other terms of this agreement, CLEC may participate and/or continue its participation in proceedings involving material industry-wide issues and issues that have industry-wide applicability that do not involve allegations or claims directly between CLEC and SBC before the FCC and state public utility commissions and in the performance measurement proceedings in California, Nevada and Texas; and SBC may participate and/or continue its participation in any proceedings involving such industry-wide material issues, any generic proceedings and any proceedings involving other parties, including without limitation regulatory proceedings in which CLEC may be a party that will be subject to dismissal as to CLEC under this Agreement, like the Covad/Rhythms arbitration in Illinois.

IN WITNESS WHEREOF, the Parties have caused this Dispute Resolution Agreement to be executed by their respective authorized representatives as of the date first written above.

SBC Communications Inc.

DSLnet Communications, LLC d/b/a DSLnet

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule D
Performance Remedy Plan – TX (T2A)

ATTACHMENT 17: Performance Remedy Plan

This Attachment 17: Performance Remedy Plan sets forth the terms and conditions under which SWBT will report performance to CLEC and compare that performance to SWBT's own performance or benchmark criteria, whichever is applicable. This Attachment further provides for enforcement through liquidated damages and assessments.

- 1.0 SWBT agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SWBT will collect, analyze, and report performance data for these measures in accordance with SWBT's Performance Measurement Business Rules, as approved by the Texas Commission. Both the performance measures and the business rules are subject to modification in accordance with section 6.4 below regarding six month reviews. SWBT and CLEC further agree to use this two-tiered enforcement structure for performance measurements provided for in this Attachment. The Commission approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier-1 or Tier-2 categories, which are further, identified as the High, Low and Medium groups as those terms are used below.
 - 1.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SWBT on or before the last day of the month for which data is sought, SWBT shall provide the data to CLEC on or before 20th day of the month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SWBT after the last day of the month for which data is sought, SWBT shall provide the data to CLEC within 20 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 SWBT and CLEC agree to use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (SWBT and CLEC) or percentages, or the difference in the two proportions for purposes of this Attachment. SWBT agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the result for SWBT and the CLEC are compared. The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. In cases where benchmarks are established, the determination of compliance is through the comparison of the measured performance delivered to the CLEC and the applicable benchmark. For testing compliance for measures for which the number of data points are 29 or less, although the use of permutation tests as outlined below is appropriate comparison of performance delivered to CLECs with SWBT performance as described in Alternative-1 under the "Qualifications to use Z-Test" heading below is preferred.

3.0 SWBT and CLEC concur that, for purposes of this Attachment, performance for the CLEC on a particular measure will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or proportions) for the same measurement, at equivalent disaggregation, for both SWBT and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than the critical Z-value as reflected in the Critical Z-statistic table shown below.

Z-Test:

SWBT agrees with the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means: $z = (DIFF) / \delta_{DIFF}$

Where;

$$DIFF = M_{ILEC} - M_{CLEC}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{DIFF} = \text{SQRT} [\delta_{ILEC}^2 (1/n_{CLEC} + 1/n_{ILEC})]$$

δ_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{ILEC}P_{ILEC} + n_{CLEC}P_{CLEC})}{n_{ILEC} + n_{CLEC}}$$

Step 2:

$$\sigma_{P_{ILEC}-P_{CLEC}} = \text{sqrt}[[\rho(1-\rho)]/n_{ILEC} + [\rho(1-\rho)]/n_{CLEC}]$$

Step 3:

$$Z = (P_{ILEC} - P_{CLEC})/\sigma_{P_{ILEC}-P_{CLEC}}$$

Where: n = Number of Observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratio:

$$z = (DIFF) / \delta_{DIFF}$$

Where;

$$DIFF = R_{ILEC} - R_{CLEC}$$

$R_{ILEC} = \text{num}_{ILEC}/\text{denom}_{ILEC}$

$R_{CLEC} = \text{num}_{CLEC}/\text{denom}_{CLEC}$

$$\delta_{DIFF} = \text{SQRT} [R_{ILEC} (1/\text{denom}_{CLEC} + 1/\text{denom}_{ILEC})]$$

$$R_{pool} = (\text{Num}_{ILEC} + \text{num}_{CLEC})/(\text{denom}_{ILEC} + \text{denom}_{CLEC})$$

$$\delta_{DIFF} = \text{SQRT} [R_{POOL} (1/\text{denom}_{CLEC} + 1/\text{denom}_{ILEC})]$$

4.0 **Qualifications to use Z-Test:**

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z- test formula as one in calculating the Z-statistic.

For measurements where the performance delivered to CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

4.1 Alternative 1:

For measurements that are expressed as averages, performance delivered to a CLEC for each observation shall not exceed the ILEC averages plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC average plus the critical Z-value and it is the second consecutive month, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

For measurements that are expressed as percentages, the percentage for CLEC shall not exceed ILEC percentage plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC percentage plus the critical Z-value and it is the second consecutive month, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

4.2 Alternative 2:

Permutation analysis will be applied to calculate the z-statistic using the following logic:

- Choose a sufficiently large number T.
- Pool and mix the CLEC and ILEC data sets.

- 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 ILEC data set or n_{ILEC}).
 - Compute and store the Z-test score (Z_S) for this sample.
 - Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
 - Order the Z_S results computed and stored in step 4 from lowest to highest.
 - Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
 - Repeat the steps 2-7 ten times and combine the results to determine $P =$ (Summation of ranks in each of the 10 runs divided by $10T$).
 - Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.
 - Compare Z_A with the desired critical value as determined from the critical Z table. If $Z_A >$ the designated critical Z-value in the table, then the performance is non-compliant.
- 4.3 SWBT and CLEC will provide software and technical support as needed by Commission Staff for purposes of utilizing the permutation analysis. Any CLEC who opts into this Attachment 17 agrees to share in providing such support to Commission Staff.

5.0 **Overview of Enforcement Structure**

- 5.1 SWBT agrees with the following methodology for developing the liquidated damages and penalty assessment structure for tier-1 liquidated damages and tier-2 assessments:
- 5.2 SWBT will pay Liquidated Damages to the CLEC according to the terms set forth in this Attachment.
- 5.3 Liquidated damages apply to Tier-1 measurements identified as High, Medium, or Low on Appendix -1.
- 5.4 Assessments are applicable to Tier-2 measures identified as High, Medium, or Low on Appendix -1 and are payable to the Texas State Treasury.
- 5.5 SWBT will not be liable for the payment of either Tier 1 damages or Tier 2 assessments until the Commission approves an Interconnection Agreement between a CLEC and SWBT containing the terms of Attachment 17 of this

Agreement. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Texas, unless the CLEC has a payment plan that is not comparable to that in Tier 1 of this Attachment 17: Performance Remedy Plan. For purposes of this paragraph, a payment plan that is not comparable to that in Tier-1 of Attachment 17 is a plan that provides for a separate set of payments relating to performance on specified competition-affecting measures, over and above (or without) liquidated damages payments that are calculated in a fashion analogous to the method of calculation used in Tier-1 of Attachment 17. SWBT agrees that all payment plans in interconnection agreements approved by the Texas PUC as of December 16, 1999, are comparable to Tier 1 of Attachment 17 under this standard.

6.0 **Procedural Safeguards and Exclusions**

- 6.1 SWBT agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SWBT and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SWBT and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SWBT’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 to the same performance. SWBT and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SWBT’s payment of Tier-1 “liquidated damages” or Tier-2 “assessments” as evidence that SWBT 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. SWBT’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SWBT’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. Further, any liquidated damages payment by SWBT under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SWBT seeks to offset the payment against any other damages a CLEC might recover; whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SWBT has met or continues to meet the requirements of section 271 of the Act.

- 6.3 SWBT shall not be liable for both Tier-2 “assessments” and any other assessments or sanctions under PURA or the Commission’s service quality rules relating to the same performance.
- 6.4 Every six months, CLEC may participate with SWBT, other CLECs, and Commission representatives to review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, Tier-1 or Tier-2. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. Criteria for review of performance measures, 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. Performance measures for 911 may be examined at any six month review to determine whether they should be reclassified. The first six-month period will begin when an interconnection agreement including this remedy plan is adopted by a CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.
- 6.5 SWBT and CLEC acknowledge that no later than two years after SWBT or its affiliate receives Section 271 relief, the Commission’s intention is to reduce the number of performance measures subject to damages and assessments by 50% to the extent there is a smaller number of measures that truly do capture all of the issues that are competition-affecting and customer-affecting.
- 6.6 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC’s request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC’s expense, of SWBT’s performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 days of consultation period or if any new problem is identified, SWBT shall reimburse a CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC’s audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

7.0 **Exclusions Limited**

- 7.1 SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event; an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SWBT or under the Act or Texas law; or non-SWBT problems associated with third-party systems or equipment, which could not have been avoided by SWBT in the exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year. SWBT will not be excused from payment of liquidated damages or assessments on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SWBT performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding under Subchapter Q of its Procedural Rules or, if the parties agree, through commercial arbitration with the American Arbitration Association. SWBT will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement was excused on one of the grounds set forth in this paragraph. If a Force Majeure event or other excusing event recognized in the first sentence of this section 7.1 only suspends SWBT's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SWBT's compliance with the parity 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.
- 7.2 In addition to the provisions set forth herein, SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure if the Commission finds such noncompliance was the result of an act or omission by a CLEC that is in bad faith, for example, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SWBT for services or facilities when such forecasts are required to reasonably provide such services or facilities; or non-SWBT Y2K problems.
- 7.3 CLEC agrees that a maximum annual cap of \$289 million will apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Texas interconnection agreement with a CLEC) and Tier-2 Assessments or voluntary payments made by SWBT pursuant to any Texas interconnection agreement with a performance remedy plan. The annual cap will be determined by SWBT, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22,

1999 Memorandum Opinion and Order in CC Docket No. 99-295. In no event will the annual cap be greater than \$289 million per year, or less than \$225 million. Once the annual cap is established, a monthly cap will be determined by dividing the amount of the annual cap by twelve. CLEC further acknowledges that a maximum monthly cap of \$24.08 million ($\$289 \text{ million} \div 12$) for Tier-1 liquidated damages will apply to all performance payments made by SWBT under all SWBT Texas interconnection agreements. To the extent in any given month the monthly cap is not reached, the subsequent month's cap will be increased by an amount equal to the unpaid portion of the previous month's cap. At the end of the year, if the aggregate total of Tier-1 liquidated damages and Tier-2 Assessments under all SWBT Texas interconnection agreements equals or exceeds the annual cap, but SWBT has paid less than that amount due to the monthly cap, SWBT shall be required to pay an amount equal to the annual cap. In such event, Tier-1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual cap shall be paid as a Tier-2 Assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual cap, SWBT shall be obligated to pay ONLY the actual calculated amount of damages and assessments. The annual cap shall be calculated on the first day of the month following the annual anniversary of Commission approval of the Texas 271 Agreement, using the most recent publicly available ARMIS data. For purposes of applying the cap, the relevant calendar year shall begin on the first day of the month following the month in which the Commission approved the Texas 271 Agreement.

7.3.1 Whenever SWBT Tier-1 payments to an individual CLEC in a given month exceed \$ 3 million, or the Tier-1 payments to all CLECs Tier-1 payments in a given month exceed the monthly cap, then SWBT may commence a show cause proceeding as provided for below. Upon timely commencement of the show cause proceeding, SWBT must pay the balance of damages owed in excess of the threshold amount into escrow, to be held by a third party pending the outcome of the show cause proceeding. To invoke these escrow provisions, SWBT must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. SWBT's application will be processed in an expedited manner under Subchapter Q of the Commission's Procedural Rules. SWBT will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to pay liquidated damages in excess of the applicable threshold amount. If SWBT reports non-compliant performance to a CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SWBT has incurred no more than \$ 1 million in

liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to Subchapter Q of the Commission's Procedural Rules. In any such proceeding the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires SWBT to pay damages in excess of the amount calculated under these enforcement terms.

7.3.2 SWBT should post on its Internet website the aggregate payments of any liquidated damages or assessments.

7.4 With respect to any interconnection agreement, SWBT and any CLEC may request two expedited dispute resolution proceedings pursuant to the two preceding paragraphs before the Commission or, if the parties agree, through commercial arbitration with the American Arbitration Association (AAA); during the term of the contract without having to pay attorneys fees to the winning company. For the third proceeding and thereafter, the requesting party must pay attorneys fees, as determined by the Commission or AAA, if that party loses.

7.5 In the event the aggregate total of Tier-1 damages and Tier-2 assessments under all SWBT Texas interconnection agreements reaches the annual cap within a given year and SWBT continues to deliver non-compliant performance during the same year to any CLEC or all CLECs, the Commission may recommend to the FCC that SWBT should cease offering in-region interLATA services to new customers.

8.0 **Tier-1 Damages:**

Tier-1 liquidated damages apply to measures designated in Attachment-1 as High, Medium, or Low when SWBT delivers “non-compliant” performance as defined above.

8.1 Under the damages for Tier-1 measures, the number of measures that may be classified as “non-compliant” before a liquidated damage is applicable is limited to the K values shown below. The applicable K value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a CLEC where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or non-compliant condition. For any performance measurement, each disaggregated category for which there are a minimum of 10 data points constitutes one “measure” for purposes of calculating K value. The designated K value and the critical Z-value seek to balance random variation, Type-1 and Type-2 errors. Type-1 error is the mistake of charging an ILEC with a violation when it may not be acting in a discriminatory manner (that is, providing non-compliant performance). Type-2 error is the mistake of not identifying a violation when the ILEC is providing discriminatory or non-compliant performance.

- 8.2 Liquidated damages in the amount specified in the table below apply to all “non-compliant” measures in excess of the applicable “K” number of exempt measures. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the designation of the measure as High, Medium, or Low in Appendix-1 and the number of consecutive months for which SWBT has reported noncompliance for the measure. For those measures listed on Appendix-2 as “Measurements that are subject to per occurrence damages or assessments with a cap,” the amount of liquidated damages in a single month shall not exceed the amount listed in the table below for the “Per measurement” category. For those measures listed on Appendix -2 as “Measurements that are subject to per measure damages or assessment,” liquidated damages will apply on a per measure basis, at the amounts set forth in the table below. The methodology for determining the order of exclusion, and the number of occurrences is addressed in “Methods of calculating the liquidated damages and penalty amounts,” below.
- 8.3 The “K” exemption will not apply if SWBT has been non-compliant in the previous two consecutive months for the following performance measurements: PMs 1.1, 5, 13, 35, 55.1, 58, 59, 59.1, 65.1, 67, 69, 70, 73, 107 and 114. The “K” exemption will again apply when two consecutive months of compliant performance has been demonstrated.

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

Per occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$150	\$250	\$500	\$600	\$700	\$800
Medium	\$75	\$150	\$300	\$400	\$500	\$600
Low	\$25	\$50	\$100	\$200	\$300	\$400

Per Measure/Cap*						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000
Medium	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000
Low	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000

ASSESSMENT TABLE FOR TIER-2 MEASURES

Per occurrence

Measurement Group	
High	\$500
Medium	\$300
Low	\$200

Per Measure/Cap*

Measurement Group	
High	\$75,000
Medium	\$30,000
Low	\$20,000

* For per occurrence with cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.

8.4 Tier 1 Liquidated Damages for PM 107 - "Percentage Missed Collocation Due Dates" are based on the number of days missed and are as follows:

Missed by 1-10 Days	\$150 per day
Missed by 11-20 Days	\$300 per day
Missed by 21-30 Days	\$450 per day
Missed by 31-40 Days	\$500 per day
Missed by greater than 40 days	\$1000 per day

9.0 **Tier-2 Assessments to the State:**

9.1 Assessments payable to the Texas State Treasury apply to the Tier-2 measures designated on Appendix -1 as High, Medium, or Low when SWBT performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Tier 2 measurements must have at least 10 observations per month to determine compliance.

9.2 For those Measurements where a per occurrence assessment applies, an assessment as specified in the Assessment Table; for each occurrence is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table below, for three consecutive months. For those Measurements listed in Appendix -2 as measurements subject to per occurrence with a cap, an assessment as shown in the Assessment Table above for each occurrence with the applicable cap is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table below, for three consecutive months. For those Tier-2 Measurements listed in Appendix -2 as subject to a per

measurement assessment an assessment amount as shown in the Assessment Table above is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table below, for three consecutive months.

- 9.3 The following table will be used for determining the Critical Z-value for each measure, as well as the K values referred to below based on the total number of measures that are applicable to a CLEC in a particular month. The table can be extended to include CLECs with fewer performance measures. The Critical Z-value for Tier 2 will be calculated in the same manner as for Tier 1.¹

Critical Z - Statistic Table

Number of Performance Measures	K Values	Critical Z-value
1	0	1.65
2	0	1.96
3	0	2.12
4	0	2.23
5	0	2.32
6	0	2.39
7	0	2.44
8	1	1.69
9	1	1.74
10-19	1	1.79
20-29	2	1.73
30-39	3	1.68
40-49	3	1.81
50-59	4	1.75
60-69	5	1.7
70 -79	6	1.68
80 - 89	6	1.74
90 - 99	7	1.71
100 - 109	8	1.68
110 -119	9	1.7
120 - 139	10	1.72
140 - 159	12	1.68
160 - 179	13	1.69
180 - 199	14	1.7
200 - 249	17	1.7
250 - 299	20	1.7
300 - 399	26	1.7
400 - 499	32	1.7
500 - 599	38	1.72
600 - 699	44	1.72
700 - 799	49	1.73
800 - 899	55	1.75
900 - 999	60	1.77
1000 and above	Calculated for Type-1 Error Probability of 5%	Calculated for Type-1 Error Probability of 5%

¹ This sentence is added to clarify the manner in which Critical-Z value is calculated.

10.0 **General Assessments:**

- 10.1 If SWBT fails to submit performance reports by the 20th day of the month, the following assessments apply unless excused for good cause by the Commission:
- If no reports are filed, \$5,000 per day past due;
If incomplete reports are filed, \$1,000 per day for each missing performance results.
- 10.2 If SWBT alters previously reported data to a CLEC, and after discussions with SWBT the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled “Exclusions Limited.”
- 10.3 When SWBT performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SWBT shall make payment in the required amount on or before the 30th day following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SWBT performance through March is such that SWBT owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due May 15, 30 days after the April 15 due date for reporting March data). For each day after the due date that SWBT fails to pay the required amount, SWBT will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the Texas State Treasury for a past due assessment.
- 10.4 SWBT may not withhold payment of liquidated damages to a CLEC, for any amount up to \$3,000,000 a month, unless SWBT had commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the three permitted grounds for excusing a damages payment below the procedural threshold (Force Majeure, CLEC fault, and non-SWBT problems associated with third-party systems or equipment). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of \$ 3,000,000 to a single CLEC (or \$ 10,000,000 to all CLECs), SWBT must pay the threshold amount to the CLEC(s), pay the balance into escrow, and commence the show cause proceeding on or before the payment due date.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and SWBT’s data..
- 10.6 The cap provided in Section 7.3 does not apply to assessments under Section 10 of this Attachment.

- 10.7 SWBT agrees to provide the following whenever it reports two consecutive parity or benchmark violations on any Performance Measurement identified below, and for each succeeding consecutive violation of that Measurement.
- 10.8 In the event SWBT misses any Tier-2 measurement for two consecutive months, and for each succeeding violation of that measurement, SWBT shall conduct an investigation to identify the problem and take corrective action. In addition, SWBT shall post such findings and a description of corrective action on its web site.
- 10.9 In the event SWBT misses any Tier-1 measurement for two consecutive months, for each succeeding violation of that measurement, upon request from a CLEC, SWBT shall conduct a joint investigation with the requesting CLEC to identify and resolve the problem in a cooperative manner. Such corrective action may include additional training, allocation of additional resources, or modification of SWBT processes, to the extent appropriate.

11.0 **Methods of Calculating the Liquidated Damage and Assessment Amounts**

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Tier-1 Liquidated Damages

11.1.1 Application of K Value Exclusions

Determine the number and type of measures with a sample size greater than 10 that are “non-compliant” for the individual CLEC for the month, applying the parity test and bench mark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). Exclude the first “K” measures designated Low on Appendix -1, starting with the measurement results having the fewest number of underlying data points greater than 10. If all Low measurement results with a non-compliant designation are excluded before “K” is exceeded, then the exclusion process proceeds with the Medium measurement results and thereafter the High measurement results. If all Low, Medium and High measurements are excluded, then those measurements with sample sizes less than 10 may be excluded until “K” measures are reached. In each category measurement results with non-compliant designation having the fewest underlying data point are then excluded until either all non-compliant measurement results are excluded or “K” measures are excluded, whichever occurs first. For the remaining non-compliant measures that are above the K number of measures, the liquidated damages per

occurrence are calculated as described further below. (Application of the K value may be illustrated by an example, if the K value is 6, and there are 7 Low measures and 1 Medium and 1 High which exceed the Critical Z-value, the 6 Low measures with the lowest number of service orders used to develop the performance measure are not used to calculate the liquidated damages, while the remaining 1 Low measure, 1 Medium measure, and 1 High measure which exceed the critical Z-value are used.) In applying the K value, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which liquidated damages are calculated on a per measure basis will not be excluded in applying the K value unless the amount of liquidated damages payable for that measure is less than the amount of liquidated damages payable for each remaining measure. A measure for which liquidated damages are calculated on a per occurrence basis subject to a cap will be excluded in applying the K value whenever the cap is reached and the liquidated damages payable for the remaining non-compliant measures are greater than the amount of the cap.

11.1.2 Calculating Tier-1 Liquidated Damages

11.1.2.1 Measures for Which the Reporting Dimensions are Averages or Means.

Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.)

Step 2: Calculate the percentage difference between the actual average and the calculated average. The calculation is as follows

$$\%diff = (Clec_result - Calculated_Value) / Calculated_Value.$$
Assuming high values indicate poor performance. The percent difference will be capped at a maximum of 100%.

Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

11.1.2.2 Measures for Which the Reporting Dimensions are Percentages.

Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).

Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.

Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

11.1.2.3 Measures for Which the Reporting Dimensions are Ratios or Proportions.

Step 1: Calculate the rate for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure.

Step 2: Calculate the absolute difference between the actual rate for the CLEC and the calculated rate.

Step 3: Multiply the total number of data points by the difference calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

12.1 Tier Two Liquidated Damages

12.1.1 Determine the Tier-2 measurement results, such as High, Medium, or Low that are non-compliant for three consecutive months for all CLECs, or individual CLEC if the measure is not reported for all CLECs and which has at least 10 data points each month.

If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SWBT reports performance that meets the applicable criterion. That is, Tier-2 assessments will apply on a “rolling three month” basis, one

assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

12.1.2 Measures for Which the Reporting Dimensions are Averages or Means.

Step 1: Calculate the monthly average or the mean for the measure for the aggregate CLEC that would yield the Critical Z-value for each month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the Critical Z-value by adding or subtracting the Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference between the actual average and the calculated average for each month. The calculation is as follows:

Parity Measurements:

$\%diff = (\text{actual average} - \text{calculated average}) / \text{calculated average}$. (high average indicates poor performance.). The percent difference will be capped at a maximum of 100%.

Benchmark measures:

$\%diff = (\text{actual average} - \text{benchmark} - \text{critical Z}) / \text{actual average}$.

Step 3: Multiply the total number of data points each month by the percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by \$500, \$300, and \$200 for Measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment payable to the Texas State Treasury for that measure.

12.1.3 Measures for Which the Reporting Dimensions are Percentages.

Step 1: Calculate the monthly percentage for the measure for the aggregate CLEC that would yield the Critical Z-value for each month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).

Step 2: Calculate the difference between the actual percentage for the aggregate CLEC and the calculated percentage for each of the three non-compliant months. The calculation is as follows:

Parity Measurements:

Diff = CLEC result - calculated percentage. (This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.)

Benchmark Measurements:

Diff = CLEC result – benchmark – critical z value (if applicable)

Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months rounding to the next integer and multiply the result by \$500, \$300, and \$200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.

12.1.4 Measures for Which the Reporting Dimensions are Ratios or Proportions.

Step 1: Calculate the rate for the measure for the aggregate CLEC that would yield the Critical Z-value each month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the Critical Z-value by adding or subtracting the Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).

Step 2: Calculate the difference between the actual rate for the CLEC and the calculated rate for each month of the non-compliant three-month period. The calculation is as follows:

Diff = (CLEC rate – Calculated rate) (This formula is applicable where a high value is indicative of poor performance. The formula is reversed where high performance is indicative of good performance.)

Step 3: Multiply the total number of service orders by the difference calculated in the previous step for each month. Calculate the average for three months rounding to the next integer and multiply the result by \$500, \$300, and \$200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.

13.0 **December 16, 1999 Amendments**

13.1 The following amendments to the this Attachment 17: Performance Remedy Plan specifically address concerns raised by the Commission during its November 4, 1999 Open Meeting. These amendments are interim in nature and will expire when the results reflect three months of compliant performance as set forth below:

13.1.1. For the following amendments, any Tier 2 assessment changes will be based on results considering data from all CLECs operating in Texas regardless of whether they have opted into this Attachment 17: Performance Remedy Plan.

13.1.2 For the following amendments, any Tier 1 changes or additions will only be applicable to those CLECs that have opted into this Attachment 17: Performance Remedy Plan.

13.1.3 On an interim basis, SWBT will not apply the K exemption on each of the following measurements until SWBT demonstrates three consecutive months of compliant performance for that measurement (“compliant performance” is defined in this amendment as performance which is in parity or within the benchmark as defined by the statistical tests as described in this Attachment.) After three consecutive months of compliant performance for a measurement, this paragraph of the amendment will no longer be effective for that measurement, and application of the K exemption will resume.

13.1.3.1 PM 38-05-DF & 38-05-ST - % Missed Repair Commitments for UNE Combos-Dispatch

13.1.3.2 PM 41-03-DF, 41-03-HS & 41-03-ST - % Repeat Reports for UNE Combos

13.1.3.3 PM 55.1 (All Market Areas) - Average Installation Interval – DSL

13.1.3.4 PM 57 (All Market Areas) - Average Response Time for DSL Loop Make-up Information

13.1.3.5 PM 65-02-CW & 65-02-DF - Trouble Report Rate for 5.0dB Loop with Test Access

13.1.3.6 PM 109 - % Request Processed within Tariffed Timeliness-Collocation – This measurement will be updated based on the new Tariff intervals.

13.1.3.7 PM 70-01-HS - % Trunk Blockage – SWBT End Office to CLEC End Office-Houston

13.1.3.8 PM 78-01 (All Market Areas) - Average Interconnection Trunk Installation Interval

13.1.4 On an interim basis, SWBT will increase the per measurement cap for Tier 2 payments on the following measures until SWBT demonstrates three consecutive months of compliant performance for that measure. After three months of compliant performance for the measure, this paragraph of the amendment will no longer be effective for that measure.

13.1.4.1 PM 17 Billing Completeness – This measurement is Tier 2 “Medium” assessment, which equates to a \$300 per occurrence assessment with a \$30,000 CAP. For the interim period described herein, SWBT will raise this measurement to a Tier 2 “High” assessment with penalties of \$500 per occurrence with a \$75,000 cap.

13.1.4.2 PM 70 % Trunk Blockage – SWBT End Office to CLEC End Office – Houston. This measurement is a Tier 2 “High”, which equates to a \$500 per occurrence assessment with a \$75,000 cap. For the interim period described herein, SWBT will raise the Tier 2 assessments to \$1,500 per occurrence with a \$225,000 cap.

13.1.5 The increased cap for PM 17 and PM 70 (as set out above) will take effect with November performance at which time monthly damage assessments, where applicable, will be based on September, October, and November performance.

13.1.6 For the interim period described herein, SWBT will change PM 78 Average Interconnection Trunk Installation Interval from a per occurrence damage and assessment category to a per measurement category until SWBT demonstrates three consecutive months of compliant performance for PM 78.

13.1.7 Effective with the January, 2000 performance measurements, SWBT agrees to add an interim measurement on coordinated cutovers to measure the length of time it takes to physically complete the cutover. (*See*, PM 114.1, Attachment 17, Appendix III: Performance Measurement Business Rules (Version 1.6)) On an interim basis, until the first six month review process this interim measurement will not be subject to the K exemption.

13.1.8 Effective with the January, 2000 performance measurements, SWBT agrees to add an interim measurement (PM 73.1) on the percentage of held interconnection trunk orders greater than 90 calendar days. (*See*, PM 73.1 Attachment 17, Appendix III: Performance Measurement Business Rules (Version 1.6)). On an interim basis until the first six month review process, this interim measurement will not be subject to the K exemption.

13.1.9 Notwithstanding any Attachment 17: Performance Remedy Plan provision, SWBT may, at any time, bring a complaint to the Commission pursuant to the expedited dispute resolution procedures that SWBT should not be subject to a payment pursuant to PM 73.1 and SWBT should be provided any other appropriate relief because a CLEC's action contributed to SWBT's inability to meet this measure. In the Commission's consideration of any such complaint, it will consider such issues as the CLEC's history of ordering, percent trunk utilization, forecasts, history regarding past-due orders, and whether there were other viable provisioning alternatives to address the CLEC's needs.

14.0 **Advanced and Nascent Services:**

14.1 In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, SWBT will make additional voluntary payments to the Texas State Treasury on those measurements listed in §14.2 below (the "Qualifying Measurements"). Such additional voluntary payments will only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three month period with respect to the following order categories:

- UNE loop and port combinations;
- resold ISDN,
- ISDN UNE loop and port combinations;
- BRI loop with test access; and
- DSL loops.

14.2 The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 - Percent SWBT Caused Missed Due Dates
- PMs 35, 46, 59 - Installation Trouble Reports Within "X" Days
- PMs 27, 43, 56 - Mean Installation Interval
- PMs 32, 49, 62 - Average Delay Days for SWBT Caused Missed Due Dates
- PM 55.1 - Average Installation Interval – DSL
- PM 57 - Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, 66 - % Missed Repair Commitments
- PMs 41, 53, 69 - % Repeat Reports
- PMs 39, 52, 67 - Mean Time to Restore
- PMs 37, 54, 65 - Trouble Report Rate

- 14.3 The additional voluntary payments referenced in §14.1 will be made if SWBT fails to provide parity or benchmark service for the above measurements as determined by the use of the Modified Z-test and a critical Z-value for either:
- 3 consecutive months; or
 - months or more in a calendar year.
- 14.4 The additional voluntary payments will be calculated on the rolling average of occurrences or measurements, as appropriate, where SWBT has failed to provide parity or benchmark performance for 3 consecutive months. If SWBT fails to provide parity or benchmark performance in Texas for 6 or more months in a calendar year, the voluntary payments will be calculated as if all such months were missed consecutively.
- 14.5 If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no additional voluntary payments will be made to the Texas State treasury. However, if during this same time frame there is an average of more than 10 but less than 100 observations for a qualifying measurement on a statewide basis, then SWBT shall calculate the additional payments to the Texas State treasury by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then trebling that amount.
- 14.6 Any payments made hereunder shall be subject to the annual cap set forth in § 7.3.
- 15.0 Attached hereto, and incorporated herein by reference, are the following Appendices:
- Appendix 1: Measurements Subject to Per Occurrence Damages or Assessment with a Cap and Measurements Subject to Per Measure Damages or Assessment
- Appendix 2: Performance Measures Subject to Tier-1 and Tier-2 Damages Identified as High, Medium and Low
- Appendix 3: Performance Measurement Business Rules (Version 1.7)

APPENDIX

MEASUREMENTS SUBJECT TO PER OCCURRENCE DAMAGES

OR ASSESSMENT WITH A CAP

MEASUREMENTS SUBJECT TO PER MEASURE DAMAGES

OR ASSESSMENT

Measurements That Are Subject To Per Occurrence Damages Or Assessment With A Cap

- 1 Average Responses time for OSS Preorder Interfaces (1) (Tier-1 - None, Tier-2 - None)
- 2 Percent Response received within "X" Seconds (2) (Tier-1 - Low, Tier-2 - Med.)
- 3 % Firm Order Confirmations (FOCs) Received Within "X" Hours (5) (Tier-1 - Low, Tier-2 - Med.)
- 4 Order Process Percent Flow Through (13) (Tier-1 - Low, Tier-2 - High)
- 5 Percent Mechanized Completions Returned Within 1 Hour (7) (Eliminated 7/12/00)
- 6 Mechanized Provisioning Accuracy (12) (Tier-1 - Low, Tier-2 - Low)
- 7 Percent of Accurate And Complete Formatted Mechanized Bills (15) (Tier-1 - Low, Tier-2 - High)
- 8 Percent Of Billing Records Transmitted Correctly (16) (Tier-1 - Low)
- 9 Billing Completeness (17) (Tier-1 - Low, Tier-2 - Med.)
- 10 Billing Timeliness (Wholesale Bill) (18) (Tier-1 - Low, Tier-2 - High)
- 11 Percent Trunk Blockage (70) (Tier-1 - High, Tier-2 - High)

Measurements That Are Subject To Per Measure Damages Or Assessment

- 1 % NXXs loaded and tested prior to the LERG effective date (117) (Tier-1 - High, Tier-2 - High)
- 2 Average Delay Days for NXX Loading and Testing (118) (Tier 1 - High)
- 3 % Quotes Provided for Authorized BFRs within 30 business days (121) (Tier-1 - High, Tier-2 - High)
- 4 LSC Grade Of Service (GOS) (22) (Tier-2 - High)
- 5 Percent Busy in the Local Service Center (23) (Tier-2 - Low)
- 6 LOC Grade Of Service (GOS) (25) (Tier-2 - High)
- 7 Percent Busy in the LOC (26) (Assessment Only) (Tier-2 - Low)
- 8 Common Transport Trunk Blockage (71) (Tier-2 - High)
- 9 OSS Interface Availability (4) (Tier-2 - High)

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
7.1 Percent Mechanized Completions Notifications Available Within one Day of Work Completion	✓	-	-	-	-	-
8. Average Time to Return Mechanized Completions - Eliminated 7/12/00						
9. Percent Rejects	-	-	-	-	-	-
10. Percent Mechanized Rejects Returned Within 1 Hour of EDI/LASR	✓	-	-	-	-	-
10.1 Percent Manual Rejects Returned Within X Hours	✓	-	-	-	-	-
10.2 Percentage of Orders that receive SWB-caused Jeopardy Notifications	-	-	-	-	-	-
11. Mean Time to Return Mechanized Rejects	-	-	-	-	-	-
11.1 Mean Time to Return Rejects that are Received Electronically via LEX or EDI	-	-	-	-	-	-
11.2 Average SWB Caused Jeopardy Notification Interval	-	-	-	-	-	-
12. Mechanized Provisioning Accuracy	✓	-	-	X		-
12.1 Percent Provisioning Accuracy for non-flow through orders	-	-	✓	-	-	-
13. Order Process Percent Flow Through	✓	-	-			X
13.1 Overall Percent LSR Process Flow Through	-	-	-	-	-	-

B. Billing

14. Billing Accuracy	-	-	-	-	-	-
15. Percent of Accurate And Complete Formatted Mechanized Bills	✓	-	-	-	-	X
16. Percent Of Billing Records Transmitted Correctly	✓	-	-	-	-	-
17. Billing Completeness	✓	-	-	-	X	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
17.1 Service Order Posting	-	-	-	-	-	-
18. Billing Timeliness (Wholesale Bill)	✓	-	-	-	-	X
19. Daily Usage Feed Timeliness	-	-	-	-	-	-
20. Unbillable Usage Eliminated 7/12/00						
C. Miscellaneous Administrative						
21. LSC Average Speed Of Answer - Eliminated 7/12/00						
22. LSC Grade Of Service (GOS)	-	-	-	-	-	X
23. Percent Busy in the Local Service Center	-	-	-	X	-	-
24. LOC Average Speed Of Answer - Eliminated 7/12/00						
25. LOC Grade Of Service (GOS)	-	-	-	-	-	X
26. Percent Busy in the LOC	-	-	-	X	-	-

II. RESALE: POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT

A. Provisioning

27. Mean Installation Interval	-	-	✓	-	-	X
28. Percent Installations Completed Within "X" Business Days (POTS)	-	-	-	-	-	-
29. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
30. Percent Company Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
31. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
32. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
33. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
34. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						
35. Percent Trouble Reports Within 10 Days (I-10) Of Installation	-	-	✓	-	-	X
35.1 Percent UNE-P Trouble Reports On The Completion Date	-	-	-	-	-	-
36. Percent No Access (Trouble Reports With no Access)	-	-	-	-	-	-

B. Maintenance

37. Trouble Report Rate	-	-	-	-	-	-
37.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X
38. Percent Missed Repair Commitments	-	-	✓	-	-	X
39. Receipt To Clear Duration	-	-	✓	-	-	X
40. Percent Out Of Service (OOS) < 24 Hours	-	✓	-	-	-	-
41. Percent Repeat Reports	-	-	✓	-	-	X
42. Percent No Access (% of Trouble reports with No Access) - Eliminated 7/12/00						

III. RESALE: SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY SWBT

A. Provisioning

43. Average Installation Interval	-	-	✓	-	-	X
44. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
45. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
46. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
47. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
48. Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
49. Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
50. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
51. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						

B. Maintenance

52. Mean Time To Restore	-	-	✓	-	-	X
53. Percent Repeat Reports	-	-	✓	-	-	X
54. Failure Frequency	✓	-	-	-	-	-

IV. UNBUNDLED NETWORK ELEMENTS (UNES)

A. Provisioning

55. Average Installation Interval	-	-	-	-	-	-
55.1 Average Installation Interval - DSL	-	-	✓	-	-	X
55.2 Average Installation Interval for Loop With LNP	-	-	-	-	-	-
55.3 Percent xDSL-capable loop orders requiring the removal of load coils and or repeaters	-	-	-	-	-	-
56. Percent Installations Completed Within "X" Business Days	-	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
56.1 Percent installations completed within the customer requested due date for LNP with loop	-	-	✓	-	-	X
57. Moved to PM 1.1						
58. Percent SWBT Caused Missed Due Dates	-	-	✓	-	-	X
59. Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) Of Installation	-	-	✓	-	-	X
60. Percent Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
61. Average Delay Days For Missed Due Dates Due To Lack Of Facilities	-	-	-	-	-	-
62. Average Delay Days For SWBT Missed Due Dates	-	✓	-	-	-	-
63. Percent SWBT Caused Missed Due Dates greater than 30 days	-	-	-	-	-	-
64. Count of orders canceled after the due date which were caused by SWBT - Eliminated 7/12/00						

B. Maintenance

65. Trouble Report Rate	-	-	-	-	-	-
65.1 Trouble Report Rate net of installation and repeat reports	-	-	✓	-	-	X
66. Percent Missed Repair Commitments	-	-	✓	-	-	X
67. Mean Time To Restore	-	-	✓	-	-	X
68. Percent Out Of Service (OOS) < "X" Hours - Eliminated 7/12/00						
69. Percent Repeat Reports	-	-	✓	-	-	X

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

V. INTERCONNECTION TRUNKS

70. Percent Trunk Blockage	-	-	✓	-	-	X
70.1 Trunk Blockage Exclusions	-	-	-	-	-	-
71. Common Transport Trunk Blockage	-	-	-	-	-	X
72. Distribution Of Common Transport Trunk Groups Exceeding 2%	-	-	-	-	-	-
73. Percentage of installations completed within the customer desired due date	-	-	✓	-	-	X
73.1 Percentage Held Interconnection Trunks	-	✓	-	X	-	-
74. Average Delay Days For Missed Due Dates - Interconnection Trunks	✓	-	-	-	-	-
75. Percent SWBT Caused Missed Due Dates greater than 30 days - Eliminated 7/12/00						
76. Average Trunk Restoration Interval	✓	-	-	-	-	-
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	-	-	✓	-	-	X
78. Average Interconnection Trunk Installation Interval - Eliminated 7/12/00						

VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

79. Directory Assistance Grade Of Service - Eliminated 7/12/00						
80. Directory Assistance Average Speed Of Answer	-	-	-	X	-	-
81. Operator Services Grade Of Service - Eliminated 7/12/00						
82. Operator Services Average Speed Of Answer	-	-	-	X	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
83. Percent Calls Abandoned - Eliminated 7/12/00						
84. Percent Calls Deflected - Eliminated 7/12/00						
85. Average Work Time - Eliminated 7/12/00						
86. Non-Call Busy Work Volumes - Eliminated 7/12/00						

VII INTERIM NUMBER PORTABILITY (INP)

87. % Installation Completed Within "x" (3, 7, 10) Business Days - Eliminated 7/12/00						
88. Average INP Installation Interval - Eliminated 7/12/00						
89. Percent INP I-Reports Within 30 Days - Eliminated 7/12/00						
90. Percent Missed Due Dates - Eliminated 7/12/00						

VIII LOCAL NUMBER PORTABILITY (LNP)

91. Percent LNP Due Dates within Industry Guide Lines	-	-	-	-	-	-
92. Percent of time the old service Provider Releases Subscription prior to the expiration of the second 9 hour timer	-	-	-	-	-	-
93. Percent of customer account restructured prior to LNP Due Dates	✓	-	-	-	-	-
94. Percent FOCs received within "X": hours - Eliminated 7/12/00						
95. Average Response time for Non-mechanized Rejects returned with complete and accurate codes						
96. Percent premature Disconnects for Stand Alone LNP Orders	-	-	✓	-	-	X
97. Percent of Time SWBT applies the 10-digit trigger prior to the LNP Order Due date.	-	-	✓	-	-	X

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High
98. Percent LNP I-Reports in 10 days	-	-	✓	-	-	X
99. Average Delay Days for SWBT Missed Due Dates.	-	✓	-	-	X	-
100. Average Time of out of service for LNP conversions	-	-	-	-	-	-
101. Percent Out of Service < 60 Minutes	-	-	✓	-	-	X

VIII. 911

102. Average Time To Clear Errors	✓	-	-	-	-	-
103. % accuracy for 911 database updates	✓	-	-	-	-	-
104. Average Time Required to Update 911 Database (Facility Based Providers)	✓	-	-	-	-	-
104.1 The Average Time it takes to unlock the 911 record	-	-	-	-	-	-

IX. POLES, CONDUIT AND RIGHTS OF WAY

105. % of requests processed within 35 days	✓	-	-	-	-	-
106. Average Days Required to Process a Request	-	-	-	-	-	-

X. COLLOCATION

107. % Missed Collocation Due Dates	-	-	✓	-	-	X
108. Average Delay Days For SWBT Missed Due Dates	✓	-	-	-	-	-
109. % of requests processed within <u>the tariffed timelines</u>	✓	-	-	-	-	-

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

XI. DIRECTORY ASSISTANCE DATABASE

110. % of updates completed into the DA Database within 72 Hours for facility based CLECs	✓	-	-	-	-	-
111. Average Update Interval for DA database for facility based CLECs	✓	-	-	-	-	-
112. % DA Database Accuracy For Manual Updates	✓	-	-	-	-	-
113. % of electronic updates that flow through the DSR process without manual intervention	✓	-	-	-	-	-

XII. COORDINATED CONVERSIONS

114. % Pre-mature disconnects (Coordinated Cutovers)	-	-	✓	-	-	X
114.1 CHC/FDT LNP with Loop Provisioning Interval	-	-	-	-	-	-
115. % SWBT caused delayed Coordinated Cutovers	-	-	-	-	-	-
115.1 Mean Time To Restore - Provisioning Trouble Report (PTR)	-	-	-	-	-	-
116. % Missed mechanized INP conversions - Eliminated 7/12/00						

Performance Measures	Measurement Groups Subject to Tier-1 Damages			Measurement Groups Subject to Tier-2 Assessments		
	Low	Med	High	Low	Med	High

XIII. NXX

117. % NXXs loaded and tested prior to the LERG effective date	-	-	✓	-	-	X
118. Average Delay Days for NXX loading and testing	✓	-	-	-	-	-
119. Mean Time to Repair - Eliminated 7/12/00						

XIV. BONA FIDE REQUEST PROCESS (BFRs)

120. % of requests processed within 45 business days	-	-	-	-	-	-
121. % Quotes Provided for Authorized BFRs within 30 business days	-	-	✓	-	-	X
122. Eliminated 7/12/00						
123. Percent of timely and compliant change management notices	-	-	-	-	-	-
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APPENDIX

PERFORMANCE MEASUREMENTS BUSINESS RULES (VERSION 1.7)

RESALE POTS, RESALE SPECIALS AND UNES

Pre-Ordering/Ordering

1. Measurement
Average Response Time For OSS Pre-Order Interfaces
Definition:
The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate, DataGate/EDI/CORBA) by function.
Exclusions:
<ul style="list-style-type: none"> • None
Business Rules:
<p>The clock starts on the date/time when the request is received by SWBT, and the clock stops on the date/time when SWBT has completed the transmission of the response to the CLEC. Timestamps are taken at the DataGate and Verigate servers and do not include transmission time through the LRAF. Response time is accumulated for each major query type, and then divided by the associated total number of queries received by SWBT during the reporting period. The response time is measured only within the published hours of interface availability. Published hours of interface availability are documented on the CLEC web site. (SWBT will not schedule system maintenance during normal business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.</p> <p>For the protocol translation response times, start and end times are as follows: EDI input time starts at the time the CLEC successfully connects to the EDI Interactive Agent and the end time is when the connection is made to DataGate for processing. EDI output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC. CORBA input time starts at the time the message is received by the CORBA interface and the end time is when the connection is made to DataGate for processing. CORBA output time starts when the response message is received from DataGate and the end time is when the message is sent to the CLEC.</p>

Levels of Disaggregation:		
Address Verification <ul style="list-style-type: none"> • Request For Telephone Number • Request For Summary Customer Service Record (CSR) <= 30 WTNs (Also broken down for Lines as required for DIDs). • Request For Summary Customer Service Record (CSR) > 30 WTNs (Also broken down for Lines as required for DIDs). • Request for Detailed Customer Service Request (CSR) • Service Availability • Service Appointment Scheduling (Due Date) • Dispatch Required • PIC • Actual Loop Makeup Information requested - actual data returned • Actual Loop Makeup Information requested - design data returned • Design Loop Makeup Information requested - design data returned • Protocol translation time – EDI input messages • Protocol translation time – EDI output messages • Protocol translation time – CORBA input messages • Protocol translation time – CORBA output messages 		
Calculation:	Report Structure:	
$\frac{\sum[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] \div (\text{Number of Queries Submitted in Reporting Period})}{1}$	Reported on a CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate) for DataGate /EDI/CORBA and Verigate.	
Measurement Type:		
Tier 1 – None		
Tier 2 – None		
Benchmark:		
Benchmarks for summary CSR applies to <= 30 WTNs. Benchmarks for Loop Makeup Information are interim until all parties agree that sufficient data is available to set final benchmarks Critical z-value does not apply		
Measurement	DataGate/EDI/CORBA/	Verigate
<i>Address Verification</i>	4.7 seconds	4.7 seconds
Request For Telephone Number	4.5 seconds	4.5 seconds

Appendix Performance Measurements Business Rules (Version 1.7)-TX (T2A)
082400

Request For Customer Service Record (CSR)	6.6 seconds	6.6 seconds
<i>Service Availability</i>	6.6 seconds	6.6 seconds
Service Appointment Scheduling (Due Date)	1.0 second	1.0 second
Dispatch Required	12.6 seconds	12.6 seconds
PIC	19.1 seconds	19.1 seconds
Actual Loop Makeup Information requested – actual data returned	12.6 seconds	12.6 seconds
Actual Loop Makeup Information requested – design data returned	23 seconds	23 seconds
Design Loop Makeup Information requested – design data returned	10 seconds	10 seconds
Protocol translation time - EDI input messages	Diagnostic	Not Applicable
Protocol translation time - EDI output messages	Diagnostic	Not Applicable
Protocol Translation Time – CORBA input messages	Diagnostic	Not Applicable
Protocol Translation Time – CORBA output messages	Diagnostic	Not Applicable

1.1. Measurement (Formerly PM 57)	
Average Response Time for Manual Loop Make-Up Information	
Definition:	
The average time required to provide manual loop qualification for xDSL capable loops measured in business days.	
Exclusions:	
<ul style="list-style-type: none"> Manual requests for Loop Makeup Information not initiated by the CLEC; however, manual requests initiated by the LSC as part of the ordering process when no mechanized loop qualification data is available will be included. 	
Business Rules:	
<p>For a DataGate/EDI/CORBA or Verigate initiated request, the start date and time is when the request is received in the Loop Qual System. The end date and time for the DataGate/EDI/CORBA or Verigate request is when the loop makeup information has either has been e-mailed back to the CLEC or, if the CLEC does not want email, is available in the Loop Qual System.</p> <p>For manual requests for Loop Makeup Information initiated by the LSC as part of the ordering process, the start date and time is the receipt date and time of the good LSR. The end date and time is when the loop makeup information is available in the Loop Qual System.</p> <p>SWBT will provide raw data to CLECS in an agreed to format, on a monthly basis, without the need for a request from a CLEC, until such time as both parties agree it is no longer necessary.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
$\frac{\sum(\text{Date and Time the Loop Qualification is made available to CLEC} - \text{Date and Time the CLEC request is received})}{\text{Total number of loop qualifications}}$	By CLEC, All CLECs and SWBT or its affiliates (or SWBT acting on behalf of its' affiliate).
Measurement Type:	
Tier 1 – Low Tier 2 – Medium	
Benchmark:	
3 business days, Critical z-value applies.	

1.2 Measurement (New Measure)	
Accuracy of Actual Loop Makeup Information Provided for DSL Orders	
Definition:	
The percent of accurate DSL actual Loop Makeup Information provided to the CLEC.	
Exclusions:	
None	
Business Rules:	
This measurement tracks accuracy of the loop makeup information provided to the CLEC. It compares reported loop makeup information to actual loop makeup information on the loop provided to the CLEC, and it captures both the clerical error and underlying data error.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • DSL actual Loop Makeup Information provided manually • DSL actual Loop Makeup Information provided electronically 	
Calculation:	Report Structure:
(# of orders for which Loop makeup information provided by SWBT is identical to engineering work confirmation/DLR ÷ total actual Loop Makeup Information responses) * 100	Reported on a CLEC, all CLECs, SWBT DSL affiliate, and SWBT DSL Retail basis by interface for EDI, DATAGATE, VERIGATE, or manually, depending on method of provision of actual loop makeup information.
Measurement Type:	
Tier 1 – Low	
Tier 2 – Medium	
Benchmark:	
95% accurate for each level of disaggregation, or parity with SWBT DSL Retail, SWBT DSL Affiliate, or other CLECs, whichever is higher.	

2. Measurement		
Percent Responses Received within “X” seconds – OSS Interfaces		
Definition:		
The percent of responses completed in “x” seconds for pre-order interfaces (Verigate and DataGate/EDI/CORBA,)by function.		
Exclusions:		
<ul style="list-style-type: none"> • None 		
Business Rules:		
See Measurement No. 1		
Levels of Disaggregation:		
See Measurement No. 1		
Calculation:		Report Structure:
(# of responses within each time interval ÷ total responses) * 100		Reported on a CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its' affiliate), by interface.
Measurement Type:		
Tier 1 – Low		
Tier 2 – Medium		
Benchmark:		
Benchmarks for summary CSR applies to < = 30 WTNs. Benchmarks for Loop Makeup Information are interim until parties agree that sufficient data is available to set final benchmarks. No damages will apply for Loop Makeup Information until final benchmarks are set. Critical z-value does not apply.		
Measurement	DataGate/EDI/CORBA	Verigate
<i>Address Verification</i>	90% in = 8.0 seconds 95% in = 12.0 seconds	80% in = 5.0 seconds 90% in = 7.0 seconds
Request For Telephone Number	90% in = 7.0 seconds 95% in = 9.5 seconds	80% in = 4.0 seconds 90% in = 6.0 seconds
Request For Customer Service Record (CSR)	90% in = 8.0 seconds 95% in = 13 seconds	80% in = 7.0 seconds 90% in = 10.0 seconds
<i>Service Availability</i>	90% in = 12.0 seconds 95% in = 16.0 seconds	80% in = 11.0 seconds 90% in = 13.0 seconds
Service Appointment Scheduling (Due Date)	90% in = 1 seconds 95% in = 2.0 seconds	80% in = 2.0 seconds 90% in = 3.0 seconds
Dispatch Required	90% in = 15.0 seconds 95% in = 25.0 seconds	80% in = 17.0 seconds 90% in = 19.0 seconds

Appendix Performance Measurements Business Rules (Version 1.7)-TX (T2A)

082400

PIC	90% in = 27.0seconds 95% in = 41.0 seconds	80% in = 25.0 seconds 90% in = 27.0 seconds
Actual Loop Makeup Information requested – actual data returned	90% in = 15.0 seconds 95% in = 25.0 seconds	80% in = 17.0 seconds 90% in = 19.0 seconds
Actual Loop Makeup Information requested – design data returned	90% in = 25.0 seconds 95% in = 35.0 seconds	80% in = 27.0 seconds 90% in = 29.0 seconds
Design Loop Makeup Information requested – design data returned	90% in = 11.9 seconds 95% in = 20.0 seconds	80% in = 13.5 seconds 90% in = 15.0 seconds
Protocol Translation Time – EDI input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – EDI output message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – CORBA input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable
Protocol Translation Time – CORBA input message	90% in = Diagnostic 95% in = Diagnostic	Not Applicable

PM 3 WAS ELIMINATED WITH THE 6 MONTH REVIEW – EFFECTIVE 7/12/00

4. Measurement	
OSS Interface Availability	
Definition:	
Percent of time OSS interface is available compared to scheduled availability.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
<p>The total “number of hours functionality to be available” is the cumulative number of hours (by date and time on a 24 hour clock) over which SWBT plans to offer and support CLEC access to SWBT’s operational support systems (OSS) functionality during the reporting period. “Hours Functionality is Available” is the actual number of hours, during scheduled available time, that the SWBT interface is capable of accepting or receiving CLEC transactions or data files. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent system availability” measure. SWBT will not schedule normal maintenance during OSS Hours of availability as posted on the CLEC web site unless otherwise notified via an accessible letter. SWBT will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When interfaces experience partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SWBT’s Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever an interface experiences complete unavailability to a CLEC, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SWBT shall calculate the availability time rounded to the nearest minute.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • EASE reported for Consumer and Business • EDI reported by protocol (SSL3, FTP, NDM, VAN) • EDI/CORBA for Pre-order • DataGate • Verigate • LEX • RAF – By CLEC • TOOLBAR <ul style="list-style-type: none"> • <u>Order Status</u> • <u>Trouble Administration</u> • <u>Provisioning Order Status</u> • <u>Solid GUI (Diagnostic)</u> 	
Calculation:	Report Structure:
$[(\text{Hours functionality is available during the scheduled available hours}) \div \text{Scheduled system available hours}] * 100$	Reported on an aggregate CLEC basis by interface. The RAF will be reported on an individual CLEC basis.

Measurement Type:
Tier 1 – None Tier 2 – High
Benchmark:
99.5%. The critical z allowance does not apply on this measurement. No damages are applicable for Solid GUI. This will be reviewed in 6 months

4.1 Measurement (NEW MEASURE)	
Pre-Order Backend System Database Query Availability	
Definition:	
Percent of time backend systems used for pre-order are available compared to scheduled availability.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
<p>The total “number of hours functionality to be available” is the cumulative number of hours (by date and time on a 24 hour clock) over which SWBT plans to offer and support CLEC access to SWBT’s backend systems used for pre-order functionality during the reporting period. “Hours Functionality is Available” is the actual number of hours, during scheduled available time, that the backend systems are capable of providing pre-order responses to CLEC queries. The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the “Percent system availability” measure. SWBT will not schedule normal maintenance during business hours (8:00 a.m. to 5:30 p.m. Monday through Friday). When a backend system experiences partial unavailability, an availability factor is applied to the calculation of downtime. This factor is stated as a percentage and represents the impact to the CLEC. Determination of the availability factor is governed by SWBT’s Availability Team on a case by case basis. Disputes related to application of the availability factor may be presented to the Commission. Whenever a backend system experiences complete unavailability to a CLEC, the full duration of the unavailability will be counted, to the nearest minute, and no availability factor will be applied. SWBT shall calculate the availability time rounded to the nearest minute.</p>	
Levels of Disaggregation:	
<p>Wholesale and Retail Impacts Identified for:</p> <ul style="list-style-type: none"> • Address Verification (South PREMIS – Texas Only) • Request For Telephone Number (South PREMIS – Texas Only) • PIC (South PREMIS – Texas Only) • Request For Summary Customer Service Record (3 Texas Regions of CRIS) • Service Availability (3 Texas Regions of CRIS) • CLLI (3 Texas Regions of CRIS) • Due Date (3 Texas Regions of SORD) • Dispatch Required (South LFACS – Texas Only) • Loop Makeup Information (LoopQual) 	
Calculation:	Report Structure:
[(Hours functionality is available during the scheduled available hours) ÷ Scheduled system available hours] * 100	Reported on a SWBT and aggregate CLEC basis by backend system.

Measurement Type:
Tier 1 – None Tier 2 – None
Benchmark:
Diagnostic.

5. Measurement:**Percent Firm Order Confirmations (FOCs) Returned on time for LSR requests.****Definition:**

Percent of FOCs returned to the CLEC within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.

Exclusions:

- Rejected (manual and electronic) LSRs.
- SWBT only Disconnect orders.
- Services ordered out of the Access Tariff
- XDSL orders (See PM 5.1)
- Interconnection Orders (See PM 5.2)
- Unbundled Dedicated Transport Orders (See PM 5.2)

Business Rules:

FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m. to 5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation (i.e., actual OSS processing time outside of LSC hours will not be excluded in calculating the interval). The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours. For UNE Loop and Port combinations, orders requiring N, C, and D orders; the FOC is sent back at the time the last order that establishes service is distributed.

All UNE P orders are categorized as Simple or Complex in the same manner as Retail or Resale orders are categorized. All orders that flow through EASE are categorized as Simple and all orders that do not flow through EASE are categorized as Complex.

A Mechanized Business Ordering system (MBOS) document is also required for engineering of trunks that must take place prior to the request being worked. Depending on the changes being made, the due dates for the restructure could be the same day or next day for simple changes. Complex accounts needing an MBOS could require approximately 5 days to restructure.

The MBOS form must be initiated by the LSC service representative with information from the LSR for services such as Centrex, DIDs, Plexar I, Package II, Plexar II Basic, Plexar Custom Basic, and

PRI services such as Smart Trunks, Select Video, etc. Once the MBOS form is completed, the LSC service representative must release it to the other involved departments for review and determination of the design information and to determine the necessary steps to provide the services. This may involve review of TN number availability, design circuit provisioning, translations requirements, etc. to determine the service availability and due date. Depending on the service and complexity of the request, the return of the MBOS could be 3-5 days. Therefore, the FOC is to be negotiated for any services that require an MBOS.

If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.

LEX/EDI

For LEX and EDI originated LSRs, the start date and time is the receive date and time that is automatically recorded by the interface (EDI or LEX) with the system date and time. The end date and time is recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC. For LSRs where FOC times are negotiated with the CLEC, the ITRAK entry on the SORD service order is used in the calculation.

VERBAL or MANUAL REQUESTS

Manual service order requests are those initiated by the CLEC either by telephone, fax, or other manual methods (i.e. courier). The fax receipt date and time is recorded and input on the SM-FID on each service order in SORD for each FOC opportunity. The end time is the actual date and time that a successful attempt to send a paper fax, is made back to the CLEC. If a CLEC does not require a paper fax the FOC information is provided over the phone. In these instances, the order distribution time is used as the FOC end date and time. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website. The ITRAK-FID is used when FOC times are negotiated with the CLEC. The LSC populates the ITRAK-FID with certain pre-established data entries that are used in the FOC calculation.

Levels of Disaggregation:

Manually submitted:

- Simple Res. And Bus. < 24 Hours
- **Complex Business (1-200 Lines) < 24 Hours**
 - Complex Business (>200 Lines) < 48 Hours
 - MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines) = negotiated
 - UNE Loop (1-49 Loops) < 24 Hours
 - UNE Loop (> 49 Loops) < 48 Hours
 - Switch Ports < 24 Hours
 - Simple Res. And Bus. LNP Only (1-19 Lines) < 24 Hours
 - Simple Residence and Business LNP Only (20+ Lines) < 48 Hours
 - LNP with Loop (1-19 Loops) < 24 Hours
 - LNP with Loop (20+ Loops) < 48 Hours
 - LNP Complex Business (1-19 Lines) < 24 Hours
 - LNP Complex Business (20-50 Lines) < 48 Hours
- **LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Hours**

Electronically submitted via LEX or EDI:

- Simple Res. And Bus. < 5 Hours
- **Complex Business (1-200 Lines) < 24 Hours**
 - Complex Business (>200 Lines) < 48 Hours
 - MBOS related services (Centrex, Plexar I Pkg II, Plexar II, Plexar Custom Basic, and DID Trunks (1-200 lines) = negotiated
 - UNE Loop (1-49 Loops) < 5 Hour
 - UNE Loop (> 49 Loops) < 48 Hours
- **Switch Ports < 5 Hours**
 - Simple Residence and Business LNP Only (1-19 Lines) < 5 Hours
 - Simple Residence and Business LNP Only (20+ Lines) < 48 Hours
 - LNP with Loop (1-19 Loops) < 5 Hours
 - LNP with Loop (20+ Loops) < 48 Hours
 - LNP Complex Business (1-19 Lines) < 24 Clock Hours
 - LNP Complex Business (20-50 Lines) < 48 Clock Hours
 - LNP Complex Business (50+ Lines) < Negotiated with Notification of Timeframe within 24 Clock Hours

Calculation:	Report Structure:
<p>(# FOCs returned within “x” hours ÷ total FOCs sent) * 100</p>	<p>Reported by CLEC, all CLECs, and SWBT affiliate where applicable (or SWBT acting on behalf of its’ affiliate). This includes mechanized from EDI and LEX and manual (e.g. FAX or phone orders).</p>
Measurement Type:	
<p>Tier 1 – Low Tier 2 – Medium</p>	
Benchmark:	
<p>All 5 Hour FOC 95% / 24 Hour FOC 94% / 48 Hour FOC 95%/Acct Restr. 95% the Average for the last 5% for 95% benchmark or the last 6% for 94% benchmark shall not exceed 20% of the established benchmark, excluding projects. Violations with respect to the “tail” (the last 5/6%) are subject to Tier 1 low damages and Tier 2 medium damages, and will apply <i>only if</i> SWBT has met the benchmark on the corresponding “percent within x” measurement.</p> <p>The critical z-value does not apply to the following categories</p> <ul style="list-style-type: none"> • Simple res. and bus – LEX, EDI and Manual • Complex business – LEX, Manual • UNE (1-49) – EDI, LEX • Simple res. and bus LNP only (1-19) – LEX, EDI • Simple res. and bus. LNP with loop (1-19) – LEX, EDI • LNP Complex Business – LEX, EDI <p>The critical z-value applies to all other categories.</p>	

5.1 Measurement:
Percent Firm Order Confirmations (FOCs) for XDSL-capable loops & Line Sharing Returned Within “x” Hours
Definition:
Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.
Exclusions:
<ul style="list-style-type: none"> • DSL Orders-orders rejected for incomplete or incorrect LSR • DSL Orders-orders denied for pair gain • SWBT only Disconnect orders. • Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR
Business Rules:
<p>FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. For LSRs received electronically requiring no manual intervention by the LSC, the OSS hours of operation will be used in lieu of the LSC hours of operation. The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours.</p>
<u>LEX/EDI</u>
<p>For LEX and EDI originated LSRs that do not require manual loop makeup information after the receipt of the LSR (requests where mechanized loop makeup information is available when LSR is submitted) the start date and time is the receipt date and time that is automatically recorded by the interface (EDI or LEX). The end date and time is automatically recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC.</p>
<p>For DSL orders that require manual loop makeup information after the receipt of the LSR (CLEC did not request manual loop makeup information), the start time for the FOC is the date and time the loop makeup information is available in the Loop Qual System. The end date and time is automatically recorded by the interface (EDI or LEX) and reflects the actual date and time the FOC is available to the CLEC.</p>

MANUAL REQUESTS

Manual service order requests are those requests initiated by the CLEC by fax. For manual requests that do not require a loop qualification after the receipt of the LSR, the receive date and time is when a good LSR is received in the LSC. The end time is the fax date and time the fax (FOC) is sent back to the CLEC or the time of the fax attempt by SWBT. The fax end time is recorded and input via an internal Web application. If a CLEC chooses to receive their FOCs via the Website, the end time is the date and time the FOC is loaded to the Website.

For a manual request that requires an associated loop qualification, the start date and time is when the loop qualification is completed by OSP Engineering and is made available in the LoopQual system, and the end date and time is when the fax is sent back to the CLEC.

Levels of Disaggregation:

Manually submitted

- UNE xDSL Capable Loop (1-49 Loops) < 24 Hours
- UNE xDSL Capable Loop (> 49 Loops) < 48 Hours
- Line Sharing (1-49 Loops) < 24 Hours
- Line Sharing (>49) < 48 Hours

Electronically submitted

- UNE xDSL Capable Loop (1-20Loops) < 6 Business Hours
- UNE xDSL Capable Loop (> 20 Loops) < 14 Business Hours
- Line Sharing (1-49 Loops) < 6 Business Hours
- Line Sharing (>49) < 14 Business Hours

Calculation:

(# FOCs returned within “x” hours ÷ total FOCs sent) * 100

Report Structure:

Reported by CLEC, all CLECs, and SWBT affiliate (or SWBT acting on behalf of its’ affiliate) where applicable. This includes mechanized from EDI and LEX and manual (FAX or phone orders). These are reported by the percent within x and by the average of the remainder.

Measurement Type:
UNE xDSL Capable Loops: Tier 1 – Low, Tier 2-Medium Line Sharing: Diagnostic (New product, no historical data)
Benchmark:
Line Sharing: Diagnostic for first three months of implementation of the measure then Tier 1 All 6 Hour FOC 95% / 14 Hour FOC 95% / 24 Hour FOC 94% / 48 Hour FOC 95% The Average for the last 5% for 95% benchmark shall not exceed 20% of the established benchmark, excluding projects.

5.2 Measurement: (New Measure)	
Percent Firm Order Confirmations (FOCs) Returned within X days on ASR requests	
Definition:	
Percent of FOCs returned within a specified time frame from receipt of a complete and accurate service request to return of confirmation to CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • All LSRs • Access Orders purchased from SWB tariffs • Rejected (manual and electronic) ASRs. • SWBT only Disconnect orders. 	
Business Rules:	
<p>FOC business rules are established to reflect the Local Service Center (LSC) normal hours of operation, which include Monday through Friday, 8:00 a.m.-5:30 p.m., excluding holidays and weekends. If the start time is outside of normal business hours, then the start date/time is set to 8:00 a.m. on the next business day. Example: If the request is received Monday through Friday between 8:00 a.m. to 5:30 p.m.; the valid start time will be Monday through Friday between 8:00 a.m. to 5:30 p.m. If the actual request is received Monday through Thursday after 5:30 p.m. and before 8:00 a.m. the next day; the valid start time will be the next business day at 8:00 a.m. If the actual request is received Friday after 5:30 p.m. and before 8:00 a.m. Monday; the valid start time will be at 8:00 a.m. Monday. If the request is received on a holiday (anytime); the valid start time will be the next business day at 8:00 a.m. The returned confirmation to the CLEC will establish the actual end date/time. Provisions are established within the DSS reporting systems to accommodate situations when the LSC works holidays, weekends, and when requests are received outside normal working hours.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Interconnection Facilities and Trunks < 7 Business Days • Unbundled Dedicated Transport <ul style="list-style-type: none"> • DS3s < 5 Business Days • DS1s < 1 Business Day • Projects – Negotiated • Broadband service product (Note: Additional disaggregations may be required as necessary in the future. 	
Calculation:	Report Structure:
(# FOCs returned within “x” hours ÷ total FOCs sent) * 100	Reported by CLEC, all CLECs, and SWBT affiliate
Measurement Type:	
Tier 1 – Diagnostic Tier 2 – None	

This measure is diagnostic for 3 months, until September 2000. With October data it will be Tier 1 – Low, Tier 2 – Low.

Benchmark:

- Diagnostic for first three months of implementation of the measure then Tier 1 Low
- Interconnection Facilities and Trunks = 95% < 7 Business Days
- Unbundled Dedicated Transport DS3s = 95% < 5 Business Days
- Unbundled Dedicated Transport DS1s = 95% < 1 Business Day

The z-value applies

6. Measurement:	
Average Time To Return FOC	
Definition:	
The average time to return FOC from receipt of complete and accurate service request to return of confirmation to CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Rejected Orders. • SWBT only Disconnect orders. • Orders involving major projects. 	
Business Rules:	
See Measurement No. 5	
Levels of Disaggregation:	
Disaggregate for LEX and EDI by the following: <ul style="list-style-type: none"> • Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) - Overall average - Reported for 90% and 95% • Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) - Overall average - Reported for 90% and 95% • Received manually via FAX/paper and FOC'd via FAX (manual/manual) - Overall average - Reported for 90% and 95% 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Received by SWBT})]/(\# \text{ of FOCs})$	Reported for CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

6.1 Measurement: (New Measure)	
Average Time to Return DSL FOC's	
Definition:	
The average time to return DSL FOC's from receipt of complete and accurate service request to return of confirmation to CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • DSL Orders-orders rejected for incomplete or incorrect LSR • DSL Orders-orders denied for pair gain • SWBT only Disconnect orders. • Orders involving major projects. • Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR 	
Business Rules:	
See Measurement No. 5.1	
Levels of Disaggregation:	
Disaggregate for LEX and EDI by the following:	
<ul style="list-style-type: none"> • Mechanically received via LEX/EDI and FOC'd without LSC intervention (mechanical/mechanical) – Overall average <ul style="list-style-type: none"> - Reported for 90% and 95% • Mechanically received via LEX/EDI and FOC'd with LSC intervention (mechanical/manual) <ul style="list-style-type: none"> - Overall average <ul style="list-style-type: none"> - Reported for 90% and 95% • Received manually via FAX/paper and FOC'd via FAX (manual/manual) <ul style="list-style-type: none"> - Overall average <ul style="list-style-type: none"> - Reported for 90% and 95% 	
Calculation:	Report Structure:
$\Sigma[(\text{Date and Time of FOC}) - (\text{Date and Time of Order Received by SWBT})]/(\# \text{ of FOCs})$	Reported for CLEC and all CLECs and SWB Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

PM 7 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

7.1 Measurement	
Percent Mechanized Completions Notifications Available Within one Day of Work Completion	
Definition:	
Percent Mechanized Completions Notifications Available Within one Day	
Exclusions:	
<ul style="list-style-type: none"> Exclude Weekends And Holidays 	
Business Rules:	
Days are calculated by subtracting the date the SOC was available to the CLEC via EDI/LEX minus the order completion date. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> LEX EDI 	
Calculation:	Report Structure:
(# mechanized completions notifications returned to the CLEC within 1 day of work completion ÷ total mechanized completions notifications) * 100	Reported by CLEC and all CLECs and SWB Affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% The critical z-value does not apply.	

PM 8 WAS ELIMINATED WITH 6 MONTH REVIEW - EFFECTIVE 7/12/00

9. Measurement	
Percent Rejects	
Definition:	
The number of rejects compared to the issued unique LSRs and SUPPs for the electronic interfaces (EDI and LEX).	
Exclusions:	
<ul style="list-style-type: none"> • Notifications returned post-FOC as electronic jeopardies. 	
Business Rules:	
A reject is a notification to a CLEC that an LSR received via LEX or EDI did not pass LASR edit checks, other system edits, or edits by the LSC.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(# of rejects ÷ total unique LSRs and SUPPs) * 100	Reported by CLEC, SWBT DSL Affiliate and all CLECs for the electronic interfaces (EDI and LEX).
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Measurement is diagnostic. No benchmark required.	

10. Measurement	
Percent Mechanized Rejects Returned Within one hour of receipt of LSR	
Definition:	
Percent mechanized rejects returned within one hour of the receipt of the LSR	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
The start time used is the date and time the LSR is recorded by the interface (EDI/LEX) The end time is the date and time the reject notice is available to the CLEC via EDI or LEX. A mechanized reject is any reject made available to the CLEC electronically without manual intervention. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • LEX • EDI 	
Calculation:	Report Structure:
$(\# \text{ mechanized rejects returned within 1 hour} \div \text{total rejects}) * 100$	Reported for CLEC and all CLECs and SWB affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% within 1 hour. The Critical z-value applies.	

10.1 Measurement:	
Percent Manual Rejects Received Electronically and Returned Within X Hours	
Definition:	
Percentage of manual rejects received electronically and returned within X hours of the receipt of LSR from CLEC.	
Exclusions:	
<ul style="list-style-type: none"> Rejects of LSRs received through manual process i.e. via mail, fax or courier 	
Business Rules:	
The start time is the time the LSR is received electronically via EDI or LEX. The end time is the date and time the reject notice is available to the CLEC via EDI/LEX. A manual reject is a reject of an electronic LSR that requires manual intervention. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> EDI and LEX (for reporting purposes only, aggregated for purposes of penalty) 	
Calculation:	Report Structure:
(# electronic manual rejects returned within X hours of receipt of LSR ÷ total electronic manual rejects) * 100	Reported by CLEC and all CLECs and SWB affiliate.
Measurement Type:	
<p style="text-align: center;">Tier 1 – Low</p> <p style="text-align: center;">Tier 2 – None</p>	
Benchmark:	
97% within 6 Hours. Critical z-value does not apply.	

10.2 Measurement: (New Measure)	
Percentage of Orders that receive SWB-caused Jeopardy Notifications	
Definition:	
Percentage of total orders received electronically via LEX/EDI and processed for which SWB notifies the CLEC that an order is in jeopardy of meeting the due date, due to SWB cause.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
Percentage of Orders Given Jeopardy Notices measures the number of jeopardy notices sent to customers as a percentage of the total number of orders completed in the period. A jeopardy is a notification provided to the CLECs where SWBT identifies the potential for not meeting the scheduled due date (LOF or additional information).	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SWBT caused Jeopardies • CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four) 	
Calculation:	Report Structure:
(Number of orders jeopardized ÷ Number of orders confirmed) * 100	Reported by CLEC and all CLECs and SWB affiliate.
Measurement Type:	
Diagnostic	
Benchmark:	
Diagnostic	

11. Measurement	
Mean Time to Return Mechanized Rejects	
Definition:	
Average time required to return a mechanized reject.	
Exclusions:	
<ul style="list-style-type: none"> • See Measurement No. 10 	
Business Rules:	
The start time is the time the LSR is received electronically via EDI or LEX. The end time is the date and time the reject notice is available to the CLEC. A mechanized reject is any reject returned electronically (without manual intervention) to the CLEC.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • EDI • LEX 	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date and Time of Order Rejection}) - (\text{Date and Time of Order Receipt})]}{\# \text{ of unique LSR's and Supps Rejected}}$	Reported on CLEC and all CLECs and SWB Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

11.1 Measurement:	
Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI	
Definition:	
Average time to return manual rejects received electronically via LEX or EDI; receipt to return.	
Exclusions:	
<ul style="list-style-type: none"> • See Measurement 10.1 	
Business Rules:	
See Measurement 10.1	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • See Measurement 10.1 	
Calculation:	Report Structure:
{ $\sum(\text{receipt to CLEC of electronic manual rejects} - \text{receipt of electronic manual LSRs}) \div \text{total electronic manual rejects}$ }	Reported for CLEC and all CLECs and SWB Affiliate.
Measurement Type:	
<p style="text-align: center;">Tier 1 – None</p> <p style="text-align: center;">Tier 2 – None</p>	
Benchmark:	
6 Hours Critical z value does not apply.	

11.2 Measurement: (New Measure)	
Average SWB-caused Jeopardy Notification Interval	
Definition:	
Measures the average remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time SWB issues a notice to the CLEC indicating an order received electronically via LEX/EDI is in jeopardy of missing the due date (or the due date/time has been missed).	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
With respect to this interval, it is assumed that the order due date time is 5:00 PM for uncoordinated orders, and the Jeopardy date and time will be the actual date and time that SWB issues a notice and is available to the CLEC indicating an order is in jeopardy of missing the due date. With regards to coordinated orders (CHC/FDT) the scheduled due date and time will be used. If the CLEC accesses SWBT systems using a Service Bureau Provider, the measurement of SWBT's performance does not include Service Bureau Provider processing, availability or response time. Business Hours are 8:00 AM-5:30 PM, M-F.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Jeopardies previously referred to as Rejects (See Accessible Letter CLECSS99-175 dated December 30, 1999) • Facilities Jeopardies • Other SWBT caused Jeopardies • CLEC/EU caused Jeopardies (See Jeopardy Codes Below – Appendix Four) 	
Calculation:	Report Structure:
Sum ((Committed Due Date /Time for the order) – (Date/Time of Jeopardy notice))/ (number of Jeopardy Orders)	Reported by CLEC and all CLECs and SWB affiliate.
Measurement Type:	
Diagnostic	
Benchmark:	
TBD	

12. Measurement	
Mechanized USOC Provisioning Accuracy	
Definition:	
Percent of mechanized orders completed as ordered.	
Exclusions:	
None	
Business Rules:	
This measurement compares the USOCs ordered on a mechanized order, to that which is provisioned based on the posted service order.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(# of orders completed as ordered ÷ total orders) * 100	Reported by individual CLEC, CLECs and SWBT, and SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – Low	
Benchmark:	
Parity	

12.1 Measurement (New Measure)	
Percent Provisioning Accuracy for non-flow through orders	
Definition:	
Percent of posted (non-flow through) service orders submitted via LEX/EDI that are provisioned as requested on the CLEC submitted LSR.	
Exclusions:	
<ul style="list-style-type: none"> • Flow through service orders as identified in PM 13 • Cancelled Orders • Rejected orders due to CLEC caused errors 	
Business Rules:	
This measurement compares all fields that can be compared mechanically (e.g. features, PIC, etc.) as submitted on the LSR to the associated service order that provisioned the requested services and posted to billing.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(# of posted, non-flow through service orders with fields provisioned as ordered on the LSR's ÷ total non-flow through service orders posted * 100	Reported by individual CLEC, CLECs and SWBT
Measurement Type:	
Tier 1 – High Tier 2 – None	
Benchmark:	
95%	

13. Measurement	
Order Process Percent Flow Through	
Definition:	
Percent of orders from entry to distribution that progress through SWBT ordering systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes rejected orders • For new versions of the ordering systems which provide additional flow through capabilities, orders that have the potential to flow through in the new version, but for which CLEC utilized the older version, should be excluded from this measurement in both the numerator and denominator. 	
Business Rules:	
The number of orders that flow through SWBT's ordering systems and are distributed in SORD without manual intervention, divided by the total number of MOG Eligible orders and orders that would flow through EASE within the reporting period. Orders that fall out for manual handling, that are worked by SWBT and not rejected back to CLEC due to CLEC caused errors, will be included as failed pass-through occurrences.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • EASE • LEX • EDI <p>The data reported by interface, as specified above, will be used to determine the amount of any Tier 1 or Tier 2 payments under this measurement. In addition, for each interface SWBT will report its performance separately by order type (Resale POTS, UNE combinations POTS, specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other). Tier 1 and Tier 2 payments will not apply to the reports that are disaggregated by order type (these same transactions will be included in the data that is reported by interface and will be subject to Tier 1 and Tier 2 payments there).</p>	
Calculation:	Report Structure:
(# of orders that flow through ÷ total MOG-eligible orders and orders that flow through EASE) * 100	Reported by CLEC, all CLECs and SWBT and SWB affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – High	
Benchmark:	
Parity	

13.1 Measurement (New Measure)	
Overall Percent LSR Process Flow Through	
Definition:	
Percent of LSRs that progress through SWBT's ordering, provisioning, and billing systems without manual intervention.	
Exclusions:	
<ul style="list-style-type: none"> LSRs rejected electronically at LASR or MOG due to a CLEC-caused entry error 	
Business Rules:	
<p>The number of LSRs that are completely processed, through posting and through all relevant systems and databases, without manual intervention, divided by the total number of LSRs that are not rejected electronically at LASR or MOG due to a CLEC-caused entry error within the reporting period. LSRs for which SWBT returns an erroneous electronic reject are counted in the denominator and as a failed pass through occurrence in the numerator. Other examples of LSRs that would be counted as failed pass-through occurrences in the numerator would include:</p> <ul style="list-style-type: none"> LSRs for which SWBT returns a manually generated reject, order confirmation, or jeopardy notification, LSRs for which SWBT internal service orders are not electronically generated or as to which any manual entry is made on associated SWBT internal service orders, LSRs with any associated service orders that do not distribute out of SWBT's SORD system without fall out or manual processing, LSRs with any associated service orders that do not update databases without fall out or manual processing, LSRs which result in any manual AIN trigger setting or manual switch translation work, LSRs with any associated service orders that do not successfully post to each SWBT back end billing systems without fall out or manual processing including error resolution. 	
Levels of Disaggregation:	
<ul style="list-style-type: none"> EASE LEX EDI <p>For each interface, SWBT will report its performance separately by order type (Resale POTS, UNE combinations POTS, Specials (resale and UNE combinations), UNE loops, DSL-capable loops, and other).</p>	
Calculation:	Report Structure:
(# of LSRs completely processed without manual intervention ÷ total # of LSRs not rejects at LASR or MOG due to CLEC-caused entry error) * 100	Reported by CLEC, all CLECs, SWBT and SWBT Affiliates.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

Billing

14. Measurement	
Billing Accuracy	
Definition:	
SWBT performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage.	
Exclusions:	
Non-recurring charges are not part of the CRIS audit process, as SWBT has developed a test order process to ensure the accuracy of CRIS non-recurring charges.	
Business Rules:	
The purpose of the CRIS Bill Audit is to review and recalculate each service billed for each of the seven bill processing centers in the five states. Wholesale accounts are included in each processing center for every billing period. In the toll/usage bill audit, a sample of customer accounts is selected using an appropriate mix of USOCs and Classes of Service. The purpose of this audit is to ensure that monthly bills sent to the CLECs, whether it is for resale or unbundled services, and retail customers are rated accurately according to tariffs and CLEC contracts. For all accounts that are audited, the number of bills that have been released prior to correction (bills are audited for complete information, accurate calculations and are properly formatted) are counted as an error against the total bills audited.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> CLEC and non-CLEC 	
Calculation:	Report Structure:
(# of bills not corrected prior to bill release ÷ total bills audited) * 100	Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity	

15. Measurement	
Percent of Accurate and Complete Formatted Mechanized Electronic Bills via EDI or BDT	
Definition:	
The percent of monthly bills sent to the CLECs via the mechanized electronic EDI or BDT process that are accurate and complete. SWBT will consider, upon review, adding new electronic processes that may be developed in the future"	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
<p>EDI Billing accuracy is based upon three factors: totaling, formatting, and syntax. In other words, does the bill total up correctly, does the EDI Billing data conform to the format outlined in the SWB Electronic Commerce Guide for EDI Billing, and is the EDI Billing data syntactically correct. For completeness, EDI checks that the sum of all itemized calls equals the total for the itemized calls bill section, and the sum of all OC&C charges should equal the total for the OC&C section. Similar audits are performed for total current charges and the amount due.</p> <p>BDT Billing accuracy is based upon three factors: totaling, formatting, and syntax. In other words, does the bill total up correctly, does the BDT Billing data conform to the Billing Output Specifications (BOS) format, and is the BDT Billing data syntactically correct? For completeness, BDT checks that the sum of all itemized calls equals the total for the itemized calls bill section, and the sum of all OC&C charges should equal the total for the OC&C section. Similar audits are performed for total current charges and the amount due.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • EDI • BDT • To the extent SWBT sends bills to CLECs using application to application processes other than EDI or BDT, SWBT will include those bills in this measure, separately disaggregated or not, as appropriate, with notice to CLECs of the change. 	
Calculation:	Report Structure:
(Count of accurate and complete formatted mechanized electronic bills via EDI/BDT ÷ total # of mechanized electronic bills via EDI/BDT.) * 100	Reported for CLEC and all CLECs and ASI where applicable

Measurement Type:
Tier 1 – Low Tier 2 – High
Benchmark:
99% Critical z-value does not apply for EDI, Critical z-value applies for BDT.

16. Measurement:
Percent of Accurate Usage Records transmitted (of those records that are subject to active CLEC review) via the “Extract Return File” process.
Definition:
For those CLECs who agree to utilize the “Extract Return Process,” this measure identifies the usage records transmitted, within a given month, by SWBT to the CLECs on the Daily Usage extract feed that have been identified by the CLECs as being inaccurate. The CLECs would return these inaccurate records (preferably within the same month) via the “Extract Return File” process to SWBT. SWBT would then be responsible for validating that these records or a portion of these records were, indeed, transmitted inaccurately. CLECs will have an opportunity to contest any determination by SWBT that a record identified by a CLEC as inaccurate should be considered accurate.
Exclusions:
<ul style="list-style-type: none"> • Records that are classified as category “01” (the first two digits of the EMI record) which are rated records provided by other companies for SWBT to transmit via the Daily Usage Extract feed to the CLECs • Category “11” records until such time that the industry has established a return code standard through the OBF forum • Usage records that are not returned within 30 days via the “Extract Return File • Usage records transmitted to CLECs who do not affirmatively agree to utilize the “Extract Return File” process.
Business Rules:
<p>Controls and edits within the billing system uncover certain types of errors that are likely to appear on the usage records. When these errors are uncovered, a new release of the program is written to ensure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have been fixed by the next month.</p> <p>In addition, records identified as inaccurate by the CLECs should be returned to SWBT via the “Extract Return File” process. SWBT will 30 days to validate and correct these records or a portion of these records (as appropriate) and retransmit them to the CLECs. SWBT will be held liable only for the records that have been validated as being inaccurate out of the total number of records returned by the participating CLECs. It is possible that through the validation processes, SWBT may determine that none of the records returned are inaccurate. In that case, SWBT will notify the CLEC of its determination. If the parties cannot agree on the correct determination, either party may invoke dispute resolution..</p>
Levels of Disaggregation:
<ul style="list-style-type: none"> • None

Calculation:	Report Structure:
(Total usage records transmitted– total usage records returned by the CLECs via the “Extract Return File” process and validated to be inaccurate) ÷ total usage records transmitted) * 100	Reported for CLEC and all CLECs.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
95% Critical z-value applies	

17. Measurement	
Billing Completeness	
Definition:	
Percent of service orders completed within the billing cycle that post in the CRIS or CABS billing systems prior to the CLECs bill period.	
Exclusions:	
<ul style="list-style-type: none"> • Access Service Orders billed through CABS. • Interconnection Trunk Orders 	
Business Rules:	
<p>The Billing Completeness Measure includes all orders and is created from the Posted Service Order Database (PSOD). PSOD includes copies of all posted service orders for both the CRIS and CABS. PSOD includes the Bill Period, Completion Date, and Post Date for each Service Order as well as an On-Time/Late indicator created based on these dates. This On-Time/Late indicator is calculated as follows:</p> <ol style="list-style-type: none"> 1. Determine the Bill Date, Completion Date, and Post Date for any order that has an OCN number regardless of order type. 2. Calculate the Bill Date minus one month by subtracting one month from the Bill Date. 3. Determine the Bill Render Date by using the Bill Date to look up the Bill Render Date on the Bill Period Calendar. 4. Compare the Completion Date, Bill Date, Bill Date Minus one month, Bill Render Date, and Post Date of the service order to determine if order is on-time or late: <ul style="list-style-type: none"> • If the Completion Date of the service order is prior to the Bill Date minus one month, then the order is late. • Compare the Post Date to the Bill Render Date. If the Post Date is earlier than or equal to the Bill Render Date and the Completion Date of the service order is equal to or greater than the Bill Date minus one month, then the order is on time. • In all other cases, the order is late. • The Billing Completeness Measure for each month is based on all orders that post within that given month. The denominator of the measure is all orders within a month. The numerator is the total number of on-time orders for that same month. The Billing Completeness Measure calculation is completed for each CLEC, for all CLECs, and for all retail service orders. The CLEC orders for both CRIS and CABS are defined as all service orders that include the AECN or OCN FID. The retail orders are all CRIS orders that do not include an AECN. 	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(Count of on-time service orders included in current applicable bill period ÷ total service orders in current applicable billing period) * 100	Reported by CLEC, all CLECs, SWBT, and ASI where applicable.
Measurement Type:	
Tier 1 – Low Tier 2 – Medium	

Benchmark:
Parity with SWBT Retail.

17.1 Measurement (New Measure)	
Service Order Posting	
Definition:	
<i>Number of Days for Service Order Posting at the 85, 90, and 95 Percentiles</i>	
Exclusions:	
<ul style="list-style-type: none"> • Access Service Orders billed through CABS • Interconnection Trunk Orders 	
Business Rules:	
<p>This measure includes all SORD orders and is created from the Posted Service Order Database (PSOD). This measurement will determine the number days to post a service order to CRIS or CABS billing system at the 85, 90 and 95 percentiles and the percentage of that posts within 5 business days. This measurement would include all SORD orders produced as a result of an LSR request (i.e., C, N, and D wholesale orders). The base for this measure is the total number of SORD service orders that post in a given month.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • CABS • CRIS 	
Calculation:	Report Structure:
85, 90 and 95 Percentile and the percentage of orders that posts within 5 business days	Reported by CLEC and all CLECs
Measurement Type:	
Diagnostic	
Benchmark:	
TBD	

18. Measurement	
Mechanized Electronic Billing Timeliness EDI and BDT (Wholesale Bill)	
Definition:	
Mechanized Electronic Billing Timeliness measures the length of time from the billing date to the time it is sent or transmitted (made available) to the CLECs.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes Weekends and Holidays. • Excludes test transmissions 	
Business Rules:	
The transmission date is used to gather the data for the reporting period. The measure counts the number of workdays between the bill day and transmission date for each bill.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • EDI • BDT • To the extent SWBT sends bills to CLECs using other application to application processes other than EDI or BDT, SWBT will include those bills in this measure, separately disaggregated or not, as appropriate, with notice to CLECs of the change. 	
Calculation:	Report Structure:
(Count of mechanized electronic bills transmitted on time ÷ total number of bills released) * 100	Reported for CLEC and all CLECs and ASI where applicable.
Measurement Type:	
Tier 1 – Low Tier 2 – High	
Benchmark:	
95% within 6 th workday Critical z-value does not apply for EDI, Critical z-value applies for BDT.	

19. Measurement	
Daily Usage Feed Timeliness	
Definition:	
Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 work days in order to be considered timely.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Weekends and Holidays. 	
Business Rules:	
The measure uses the actual EMI usage records that are sent to the CLECs. Data date is the recording date of the usage and is part of the EMI usage record. Cycle date is the day the Daily Usage file is sent to the CLEC. Cycle date is found on the pack header record of the Daily Usage file.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
$\left(\frac{\text{Number of usage feeds transmitted on time}}{\text{total number of usage feeds}} \right) * 100$	Reported for CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
95% within 6 th workday, Critical z-value does not apply.	

PM 20 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

Miscellaneous Administrative

PM 21 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

22. Measurement	
Local Service Center (LSC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Service Center (LSC) within 20 seconds.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes Weekends and Holidays. 	
Business Rules:	
<p>The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. Hours of operation are 8:00 a.m. to 5:30 p.m. Monday through Friday.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By SWBT LSC 	
Calculation:	Report Structure:
Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC	Reported for all calls to the LSC by operational separation and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – High	
Benchmark:	
Parity with SWBT RSC / BSC	

23. Measurement	
Percent Busy in the Local Service Center (LSC)	
Definition:	
Percent of calls which are unable to reach the Local Service Center (LSC) due to a busy condition in the ACD.	
Exclusions:	
See Measurement No. 22	
Business Rules:	
Blocked calls are those which are unable to reach the Local Service Center (LSC) due to a busy condition in the ACD.	
Levels of Disaggregation:	
See Measurement No. 22	
Calculation:	Report Structure:
(Count of blocked calls ÷ total calls offered) * 100	Reported for all CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
Parity with SWBT RSC / BSC	

PM 24 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

25. Measurement	
Local Operations Center (LOC) Grade Of Service (GOS)	
Definition:	
Percent of calls answered by the Local Operations Center (LOC) within 20 seconds	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
<p>The clock starts when the customer enters the queue and the clock stops when the SWBT representative answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance. Data is accumulated from 12:00 a.m. on the first calendar day to 11:59 p.m. on the last calendar day of the month for the reporting period. The Measure includes calls to the LOC related to provisioning activities, e.g., coordinated conversions, as well as maintenance activities.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598 calls to Interconnection: 1-817-212-5588) <p>(The above telephone numbers are subject to change, but notification will be made via an Accessible Letter.)</p>	
Calculation:	Report Structure:
Total number of calls answered by the LOC 20 seconds ÷ total number of calls answered by the LOC	Reported for all calls to the LOC by operational separation and SWBT Retail Repair Bureau (CSB) for maintenance calls.
Measurement Type:	
Tier 1 – None Tier 2 – High	
Benchmark:	
<ul style="list-style-type: none"> • Maintenance Calls – Parity with CSB • Provisioning Calls DSL – 90% within 20 seconds – critical z-value applies. • Provisioning Calls All Other – 90% within 20 seconds – critical z-value applies. 	

26. Measurement	
Percent Busy in the Local Operations Center (LOC)	
Definition:	
Percent of calls which are unable to reach the Local Operations Center (LOC) due to a busy condition in the ACD.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
Blocked calls are calls those, which are unable to reach the Local Operations Center (LOC) due to a busy condition in the ACD.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Maintenance Calls (i.e., calls to 1-800-220-4818) • Provisioning Calls – DSL (i.e., calls to 1-817-212-5900) • Provisioning Calls – All other (i.e., calls to Resale:1-817-212-5598 calls to Interconnection: 1-817-212-5588) <p>(The above telephone numbers are subject to change, but notification will be made via an Accessible Letter.)</p>	
Calculation:	Report Structure:
(Count of blocked calls ÷ total calls offered) * 100	Reported for all CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
<ul style="list-style-type: none"> • Maintenance Calls – Parity with CSB • Provisioning Calls DSL – 1% - critical z-value applies • Provisioning Calls All Other – 1% - critical z-value applies 	

**RESALE POTS AND UNE LOOP AND PORT
COMBINATIONS COMBINED BY SWBT**

Provisioning

27. Measurement	
Mean Installation Interval	
Definition:	
Average business days from application date to completion date.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes customer-caused misses. • Field Work orders – excludes customer requested due dates greater than 5 business days. • No Field Work orders – excluded if order applied for before 3:00 p.m.; and the due date requested is not same day; and if order applied for after 3:00 p.m.; and the due date requested is beyond the next business day. • Excludes all orders except N, T, and C orders. • Excludes Weekends and Holidays. • Excludes expedites for which the CLEC pays. 	
Business Rules:	
<p>The clock starts on the Application Date, which is the day that SWBT receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date, which is the day that SWBT personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.</p>	
Levels of Disaggregation:	
<p>POTS</p> <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) • Business class of service • Residence class of service <p>UNE Combination</p> <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) 	
Calculation:	Report Structure:
$\frac{[\sum(\text{completion date} - \text{application date})]}{(\text{Total number of orders completed})}$	Reported for CLEC, all CLECs and SWBT.

Measurement Type:

Tier 1 – High
Tier 2 – High

Benchmark:

Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types).
UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, C order types).

28. Measurement

Percent POTS/UNE-P Installations Completed Within the customer requested due date.

Definition:

Measure of orders completed within the customer requested due date when that date is greater than or equal to the offered interval or if expedited (accepted or not accepted), the date agreed to by SWBT.

Exclusions:

- Excludes customer caused misses.
- Excludes all orders except N, T, and C orders.
- Excludes Weekends and Holidays.

Business Rules:

The clock starts on the Application Date, which is the day that SWBT receives a correct Service Order (EASE) / LSR (LEX or EDI). The clock stops on the Completion Date which is the day that SWBT personnel complete the service order activity. Orders are included in the month they are completed. There are 2 types of orders in the measurement. Same Day Due orders (defined as distribution time EQUAL or BEFORE 3:00 p.m. and Application Date = Distribution Date = Due Date. Next Day Due orders (defined as distribution time AFTER 3:00 p.m. and Application Date = Distribution Date and Due Date is one business day after Application Date. If the order is Same Day Due, then (Completion – Application Date), if the order is Next Day Due, then [(Completion – Next Business Day) + 1]. UNE Combinations, are reported at order level.

Due dates for Field Work orders are determined by the offered interval on the due date board at the time that the order is distributed, unless an expedite has been accepted by SWBT. If the CLEC submits an expedite which is not accepted or the LSR contains an invalid due date, the SWBT agreed to due date will be substituted for the customer requested due date and included in this measure.

Due dates for No Field Work Orders will be the due date requested on the LSR, except that, for a No Field Work Order submitted after 3:00 p.m. and the due date requested is the same business day, the due date will be the next business day, unless an expedite has been accepted by SWBT.

SWB will provide a diagnostic measure as to how often due date on FOC changes from requested. This will be in the form of a monthly report of the percentage of CLEC requested due dates which are confirmed by FOC, reported separately for resale and for UNE-P if technically feasible. (including/disaggregated by both Field Work and No Field Work orders).

Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) • Business class of service • Residence class of service UNE Combination <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) 	
Calculation:	Report Structure:
(Count of orders installed within the requested interval ÷ total number of orders not subject to exclusions) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, C order types).	

29. Measurement	
Percent SWBT Caused Missed Due Dates	
Definition:	
Percent of N, T, and C orders where installation was not completed by the due date as a result of a SWBT caused missed due date.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes orders that are not N, T, or C. 	
Business Rules:	
The due date is the negotiated date by the customer and the SWBT representative for service activation. For CLEC orders, the due date is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the UNE Combinations, are reported at order level. This measure includes in both the numerator and the denominator the number of orders cancelled after a SWBT-caused missed due date.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) • Business class of service • Residence class of service UNE Combination <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) 	
Calculation:	Report Structure:
(Count of N, T, C orders not completed by the due date or cancelled after the due date as a result of a SWBT cause ÷ total number of orders plus total cancels after the due date as a result of SWBT caused missed due dates) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work. (N, T, and C order types).	

30. Measurement	
Percent Company Missed Due Dates Due To Lack Of Facilities	
Definition:	
Percent N, T, and C orders with missed committed due dates due to lack of facilities.	
Exclusions:	
Excludes orders that are not N, T, or C.	
Business Rules:	
<p>The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.</p> <p>UNE Combinations are reported at order level. The lack of facilities is selected based on the missed reason code.</p>	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service POTS / UNE Combination <ul style="list-style-type: none"> • > 30 calendar days • > 90 calendar days 	
Calculation:	Report Structure:
(Count of orders with missed due dates due to lack of facilities ÷ total orders completed) * 100 (Calculated monthly based on posted orders)	Reported for CLEC, all CLECs and SWBT Retail for POTS.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Resale POTS parity compared to SWBT (N, T, and C order types). UNE Combination Parity compared to SWBT (N, T, C order types).	

31. Measurement	
Average Delay Days For Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed orders due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes orders that are not N, T, or C. • Excludes No Field Work (NFW). 	
Business Rules:	
<p><u>The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.</u></p> <p>UNE Combinations are reported by the order which completes the service activity. The lack of facilities is based on the missed reason code.</p>	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE Combination - None	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{due date}) \div (\text{total \# of completed orders with a SWBT caused missed due date due to lack of facilities})$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Resale POTS parity between compared to SWBT (N, T, and C order types). UNE Combinations Parity between compared to SWBT (N, T, and C order types).	

32. Measurement	
Average Delay Days For SWBT Caused Missed Due Dates.	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes orders that are not N, T, or C. • Excludes company delayed orders as a result of lack of facilities. 	
Business Rules:	
<p>The Due Date is the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC. The Completion Date is the day that SWBT personnel complete the service order activity.</p> <p>Combinations are reported by the order that completes the service activity.</p>	
Levels of Disaggregation:	
<p>POTS</p> <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) • Business class of service • Residence class of service <p>UNE Combination</p> <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) 	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{due date}) \div (\text{total \# of completed orders with a SWBT caused missed due date})$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
<p>Tier 1 – Medium</p> <p>Tier 2 – None</p>	
Benchmark:	
<p>Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types).</p>	

PM 33 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 34 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

35. Measurement	
Percent POTS/UNE-P Trouble Report Within 10 Days (I-10) of Installation	
Definition:	
Percent of N, T, C orders that receive an electronic or manual trouble report on or within 10 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • Excludes disposition code "13" reports (excludable reports), with the exception of code 1316, unless the trouble report is taken prior to completion of the service order. • Excludes reports caused by customer provided equipment (CPE) or wiring. • Excludes trouble report received on the due date before service order completion. 	
Business Rules:	
Includes reports received the day after SWBT personnel complete the service order through 10 calendar days after completion. The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 10 days of service order completion. These will be reported the month that they are closed. This will include troubles taken on the day of completion found to be as a result of a UNE-P conversion.	
Levels of Disaggregation:	
N, T and C Orders POTS <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) • Business class of service • Residence class of service UNE Combination <ul style="list-style-type: none"> • Field Work (FW) • No Field Work (NFW) 	
Calculation:	Report Structure:
(Count of initial electronic or manual trouble reports on or within 10 calendar days of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, total CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types) and No Field Work compared to SWBT Retail No Field Work (N, T, and C order types).	

35.1 Measurement (New Measure)	
Percent UNE-P Trouble Reports On the Completion Date	
Definition:	
Percent of C orders for UNE-P conversions that receive an electronic or manual trouble report on the day of completion.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is a repair report that is received while an existing repair report is open on the same number. • Excludes disposition code "13" reports (excludable reports), with the exception of code 1316. • Excludes reports caused by customer provided equipment (CPE) or wiring. 	
Business Rules:	
Includes reports received on the day of completion for UNE-P conversion orders. The denominator for this measure is the total count of UNE-P orders posted within the reporting month. The numerator is the number of trouble reports received at any time on the day of completion. These will be reported the month that the trouble report is closed.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNE -P No Field Work (NFW) 	
Calculation:	Report Structure:
(Count of initial electronic or manual trouble reports on or within 10 calendar days of service order completion ÷ total # of orders) * 100	Reported for POTS Resale by CLEC, total CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic. The results of this measurement are included in PM 35. Damages and assessments will be paid based on the PM 35 results.	

36. Measurement	
Percent No Access (Service Orders With No Access)	
Definition:	
Percent of Field Work (FW) orders with a status of "No Access."	
Exclusions:	
<ul style="list-style-type: none"> • Excludes customer caused misses. (SL – customer requests later date, SO – other customer reasons, SR – customer not ready). • Excludes all orders that are not N, T, or C. • No Field Work. 	
Business Rules:	
SWBT personnel set the "No Access" flag when access cannot be obtained to the customer's premises.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE Combination - None	
Calculation:	Report Structure:
Count of orders that are No Access ÷ Total Field Work orders	Reported for CLEC, total CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Resale POTS parity between Field Work compared to SWBT Field Work (N, T, and C order types). UNE Combination Parity between Field Work compared to SWBT Field Work (N, T, and C order types). .	

Maintenance

37. Measurement	
Trouble Report Rate	
Definition:	
The number of electronic or manual customer trouble reports per 100 lines.	
Exclusions:	
<ul style="list-style-type: none"> Excludes reports caused by customer provided equipment (CPE) or wiring. Excludes all disposition "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to completion of the service order. 	
Business Rules:	
CLEC and SWBT repair reports are entered into and tracked via WFA. They are downloaded nightly into LMOS. Reports are counted in the month they post to LMOS.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> Business class of service Residence class of service UNE Combination - None	
Calculation:	Report Structure:
[Total number of customer trouble reports ÷ (total lines ÷ 100)]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

37.1 Measurement (New Measure)	
Trouble Report Rate net of installation and repeat reports	
Definition:	
The number of electronic or manual customer trouble reports per 100 lines.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes reports caused by customer provided equipment (CPE) or wiring. • Excludes all disposition "13" reports (excludable reports) • Excludes trouble reports included in PM 35. • Excludes trouble reports included in PM 41. 	
Business Rules:	
CLEC and SWBT repair reports are entered into and tracked via WFA. They are downloaded nightly into LMOS. Reports are counted in the month they post to LMOS.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE Combination - None	
Calculation:	Report Structure:
[Total number of customer trouble reports ÷ (total lines ÷ 100)]	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

38. Measurement	
Percent Missed Repair Commitments	
Definition:	
Percent of trouble reports not cleared by the commitment time.	
Exclusions:	
<ul style="list-style-type: none"> Excludes all disposition code "13" reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. 	
Business Rules:	
The commitment date and time is established when the repair report is received. The cleared time is the date and time that SWBT personnel clear the repair activity and complete the trouble report. If this is after the commitment time, the report is flagged as a "Missed Commitment."	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> Business class of service Residence class of service Dispatch No Dispatch UNE Combination <ul style="list-style-type: none"> Dispatch No Dispatch 	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time ÷ total trouble reports) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

39. Measurement	
Mean time to restore	
Definition:	
Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Excludes disposition code “13” reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. 	
Business Rules:	
The clock starts on the date and time SWBT receives a trouble report. The clock stops on the date and time that SWBT personnel clear the repair activity and complete the trouble report in WFA.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service • Dispatch • No Dispatch • Affecting Service • Out of Service UNE Combination <ul style="list-style-type: none"> • Dispatch • No Dispatch • Affecting Service • Out of Service 	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time SWBT clears ticket with the CLEC}) - (\text{Date and time ticket received})]}{\div \text{Total customer trouble reports}}$	Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

40. Measurement	
Percent Out Of Service (OOS) < 24 Hours	
Definition:	
Percent of OOS trouble reports cleared in less than 24 hours.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Excludes disposition code “13” reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. • Excludes reports marked as “No Access” to customer premises. • Excludes Affecting Service reports. 	
Business Rules:	
<p>Customer trouble reports are cleared within 24 hours when:</p> <ul style="list-style-type: none"> • The customer report is received Monday through Friday cleared within 24 hours. • The customer report is received Saturday and cleared within 48 hours. • The customer report is received Sunday and cleared before midnight Monday. • Holidays are excluded. 	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE Combination - None	
Calculation:	Report Structure:
(Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Medium Tier 2 – None	
Benchmark:	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

41. Measurement	
Percent Repeat Reports	
Definition:	
Percent of customer trouble reports received within 10 calendar days of a previous customer report.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes subsequent reports. A subsequent report is one that is received while an existing repair report is open. • Excludes disposition code “13” reports (excludable reports), with the exception of code 1316, unless the report is taken prior to the completion of the service order. • Excludes reports caused by customer provided equipment (CPE) or wiring. 	
Business Rules:	
Includes customer trouble reports received within 10 calendar days of an original customer report. When the second report is received in 10 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 10 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports.	
Levels of Disaggregation:	
POTS <ul style="list-style-type: none"> • Business class of service • Residence class of service UNE Combination - None	
Calculation:	Report Structure:
Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
POTS – Parity with SWBT Retail. UNE Combination – Parity with SWBT Business and Residence combined.	

**PM 42 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE
7/12/00**

RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS
 COMBINED BY SWBT (EXCLUDES “ACCESS” ORDERS)

Provisioning

43. Measurement	
Average Installation Interval	
Definition:	
Average business days from application date to completion date for N, T, and C orders by circuit.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. • Excludes circuits that have a customer requested Due Date greater than 20 business days. • Excludes Weekends and Holidays. • Excludes Customer Caused Misses • Excludes expedites for which the customer paid. 	
Business Rules:	
The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SWBT personnel complete the service order activity by circuit. The base of items is out of WFA (Work Force Administration) and it is This measure is reported at a circuit level.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resold Specials - DDS, DS1, DS3, Voice Grade Private Line (VGPL), ISDN - BRI, ISDN – PRI, DSL and any other services available for resale. • UNE Loop and Port - ISDN and other combinations. 	
Calculation:	Report Structure:
$\frac{[\sum(\text{completion date} - \text{application date})]}{(\text{Total number of circuits completed})}$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail.	

44. Measurement	
Percent (Specials) Installations Completed Within The Customer Requested Due Date	
Definition:	
Measure of circuits completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or if expedited (accepted or not accepted), the date agreed to by SWBT..	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. • Excludes Weekends and Holidays. • Excludes Customer Caused Misses • Excludes circuits requested for less than the standard offered interval 	
Business Rules:	
The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SWBT personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure is reported at a circuit level.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Resold Specials - DDS, DS1, DS3, Voice Grade Private Line (VGPL), ISDN - BRI, ISDN – PRI, DSL and any other services available for resale. • UNE Loop and Port - ISDN and other combinations 	
Calculation:	Report Structure:
(Count of circuits installed within the customer requested due date ÷ total circuits) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SWBT Retail.	

45. Measurement	
Percent SWBT Caused Missed Due Dates	
Definition:	
Percentage of N, T, and C orders by circuit where installations were not completed by the due date or were canceled after the due date that were caused by SWBT.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. • Excludes customer caused misses. 	
Business Rules:	
The Due Date is the negotiated date that is returned on the FOC by SWBT for service activation. The Completion Date is the day that SWBT personnel complete the service order activity. This measure includes in both the numerator and the denominator the number of orders canceled after a SWBT-caused missed due date. The source is WFA (Work Force Administration) and data is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
See Measurement No. 43	
Calculation:	Report Structure:
(Count of circuits with missed due dates or were canceled after the due date that were caused by SWBT excluding customer caused misses ÷ total number of circuits and those that were canceled after the due date that were caused by SWBT) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail.	

46. Measurement	
Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation	
Definition:	
Percent of N, T, and C orders by circuit that receive a customer trouble report within 30 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. • Excludes trouble report received on the due date before service order completion. • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
A trouble report is counted if it is flagged on WFA (Work Force Administration) as a trouble report that had a service order completion within 30 days. It cannot be a repeat report. The order flagged against must be an addition in order for the trouble report to be counted. Specials are selected based on a specific service code off of the circuit ID. . The denominator for this measure is the total count of orders posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 days of service order completion and closed within the reporting month	
Levels of Disaggregation:	
See Measurement No. 43	
Calculation:	Report Structure:
[Count of circuits that receive a customer trouble report within 30 calendar days of service order completion ÷ total circuits (excludes trouble reports received on the due date)]* 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail.	

47. Measurement	
Percent Missed Due Dates Due To Lack Of Facilities	
Definition:	
Percentage of N, T, and C orders by circuit with missed committed due dates due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. 	
Business Rules:	
The Due Date starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity, which stops the clock. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is selected based on the missed reason code.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • See Measurement No. 43 • Reported for > 30 calendar days & > 90 calendar days. 	
Calculation:	Report Structure:
(Count of circuits with missed committed due dates due to lack of facilities ÷ total circuits) * 100	Reported for Specials Resale by CLEC, all CLECs and SWBT Retail.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SWBT Retail.	

48. Measurement	
Delay Days for Missed Due Dates Due to Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed circuit orders due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. 	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. Specials are selected based on a specific service code off of the circuit ID and by selected center names that indicate resale. The lack of facilities is based on the missed reason code.	
Levels of Disaggregation:	
See Measurement No. 43	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{Committed circuit due date}) \div (\# \text{ of completed circuits with SWBT caused missed due dates due to lack of facilities})$	Reported for CLEC, all CLECs and SWBT Retail Specials.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Parity with SWBT Retail.	

49. Measurement	
Delay Days For SWBT Caused Missed Due Dates	
Definition:	
Average calendar days from due date to completion date on company missed circuit orders.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes UNE and Interconnection Trunks. • Excludes orders that are not N, T, or C. • Excludes Customer Caused Misses 	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is reported at a circuit level. Specials are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
See Measurement No. 43	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{committed circuit due date}) \div (\# \text{ of posted} - \text{circuits with a SWBT caused missed due date})$	Reported by CLEC, all CLECs and SWBT Retail Specials.
Measurement Type:	
Tier 1 – Medium Tier 2 – None	
Benchmark:	
Parity with SWBT Retail.	

PM 50 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 51 WAS ELIMINATE WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

Maintenance

NOTE: Specials are all treated as Out of Service repair reports. There is no classification or disaggregation of Affecting Service.

52. Measurement	
Mean Time To Restore	
Definition:	
Average duration in calendar days of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunk. • No Access Time. • Delayed Maintenance Time. • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
The start time is when the customer report is received and the stop time is when the report is closed. Specials are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
See Measurement No. 43 <ul style="list-style-type: none"> • No Dispatch • Dispatch 	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})]}{\text{total network customer trouble reports}}$	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail.	

53. Measurement	
Percent Repeat Reports	
Definition:	
Percentage of customer trouble reports received within 30 calendar days of a previous customer report.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunk • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports.	
Levels of Disaggregation:	
See Measurement No. 43	
Calculation:	Report Structure:
(Count of customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT Retail.	

54. Measurement	
Trouble Report Rate	
Definition:	
The number of customer trouble reports within a calendar month per 100 circuits.	
Exclusions:	
<ul style="list-style-type: none"> • UNE and Interconnection Trunks • Excludes trouble reports coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
CLEC and SWBT repair reports are entered into and tracked via WFA. Reports are counted in the month they post.	
Levels of Disaggregation:	
See Measurement No. 43	
Calculation:	Report Structure:
[Count of trouble reports ÷ (Total circuits ÷ 100)]	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity with SWBT Retail.	

UNBUNDLED NETWORK ELEMENTS (UNES)

Provisioning

55. Measurement	
Average Installation Interval	
Definition:	
Average business days from application date to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than "X" business days. The "X" business days is determined based on quantity of UNE loops ordered and the associated standard interval.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Exclude orders that are not N, T, or C. • Excludes customer requested due dates greater than "X" business days as set out in benchmark measures below. • Excludes customer caused misses. • Excludes Weekends and Holidays. • Excludes circuits in PM 55.2 • Excludes expedites for which the CLEC pays an expedite charge. • Excludes xDSL loops in PM 55.1. 	
Business Rules:	
The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SWBT personnel complete the service order activity. The base of items is out of WFA (Work Force Administration) and it is reported at a circuit level (except 8.0dB loops at an order level.)	
Levels of Disaggregation:	
UNEs contained in the UNE price schedule, and/or agreed to by parties.	
Calculation:	Report Structure:
$[\sum(\text{completion date} - \text{application date})] \div$ (Total number of circuits/orders completed)	Reported for CLEC and all CLECs
Measurement Type:	
Benchmark Tier 1 – None Tier 2 – None	

Benchmark:

The standard offered interval is defined in business days as follows:

- **Switch Ports – Analog Port – 3 Days**

- Switch Ports – BRI Port (1-50) – 3 Days
- Switch Ports – BRI Port (50+) – 5 Days
- Switch Ports – PRI Port (1-20) – 5 Days
- Switch Ports – PRI Port (20+) – 10 Days
- DS1 Trunk Port (1 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dark Fiber (1 to 10) – 5 Days
- Dark Fiber (11 to 20) – 7 Days
- Dark Fiber (20+) – 10 Days
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
- Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – Negotiate
- BRI Loop (1 to 10) - 4Days
- BRI Loop (11 to 20)– 10 Days
- BRI Loop (20+) – Negotiate
 - 8.0 dB Loops (1 to 10) – 3
 - 8.0 dB Loops (11 to 20) – 7
 - 8.0 dB Loops (20+) – 10
- 5.0 dB Loops (1 to 10) – 3
- 5.0 dB Loops (11 to 20) – 7
- 5.0 dB Loops (20+) – 10
- INP (1-10 Numbers) – 3 days
- INP (11-20 Numbers) – 7 days
- INP (> 20 Numbers) – 10 days

55.1 Measurement (Totally replaces old PM 55.1)

Average Installation Interval – DSL

Definition:

Average business days from application date to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than the offered interval.

Exclusions:

- Exclude orders that are not N, T, or C.
- Excludes customer requested due dates greater than the standard offered interval
- Excludes customer caused misses.
- Excludes Weekends and Holidays.
- Excludes expedites (less than 3 days).
- Excludes Rejects for non-conformance as to PSD masks if, and only if, the CLEC requests such qualification on the LSR

Business Rules:

The Application Date is the day that the customer authorizes SWBT to provision the DSL based on the loop qualification. If the CLEC uses the “one-step” process (combined loop qualification request and LSR), and the loop qualification determines that the existing loop, in its current condition, meets the CLEC’s specifications, SWBT will initiate the service order when the loop qualification is returned from SWBT engineering and this date will be the application date. If the loop in its current condition does not meet the CLEC’s specifications, SWBT will reject the LSR back to the CLEC and wait for a supplement from the CLEC notifying SWBT of the appropriate action to take. If the CLEC supplements the LSR to order the DSL, SWBT will issue the order and the application date will be the date that SWBT receives the supplement. If the CLEC uses the “two-step” process (loop qualification performed on a pre-order basis) or waives the loop qualification for a loop that pre-qualifies as “green,” SWBT will issue the order upon receipt of a valid LSR and the Application Date will be the date that SWBT receives the valid LSR. The Completion Date is the day that SWBT personnel complete the service order activity. If the CLEC has requested that Cooperative Acceptance Testing be performed on the loop, the Completion Date is the day that successful Cooperative Acceptance Testing is completed. This is reported at a circuit level.

NOTE: For all of the above scenarios, the CLEC’s specifications for the loop will be considered met under the following circumstances:

- If the CLEC has specified “AS IS” on the initial LSR, the loop meets the CLEC’s specifications if the loop qualification does not show that the end user’s address is served exclusively by Digital Loop Carrier (“DLC”).
- If the CLEC has pre-authorized conditioning on the initial LSR, the loop meets the CLEC’s specifications if the loop qualification does not show that the end user’s address is served exclusively by DLC. Any load coils, repeaters and/or bridged/end tap greater than or equal to 2.5 kft, revealed on the loop qualification will be removed per the requirements of the SPEC code. If the CLEC pre-authorizes conditioning, CLEC will not have to provide an additional LSR requesting provision of the loop.

Levels of Disaggregation:

- Loops requiring no conditioning with Line Sharing
- Loops requiring conditioning with Line Sharing
- Loops requiring no conditioning with no Line-Sharing
- Loops requiring conditioning with no Line-Sharing
- Broadband service product (Note: Additional disaggregations may be required as necessary in the future.

Calculation:	Report Structure:
$\frac{[\sum(\text{completion date} - \text{application date})]}{(\text{Total number of circuits completed})}$	Reported for CLEC and all CLECs, SWBT or affiliate.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
<ul style="list-style-type: none"> • Non-Conditioned Loops with no line sharing– 5 Business Days. Critical z-value applies. • Conditioned Loops with no line sharing – 10 Business Days. Critical z-value applies. • Loops with line sharing – Parity 	

55.2 Measurement

Average Installation Interval for Loop With LNP

Definition:

Average business days from the receipt of an accurate LSR to completion date for N, T, and C orders excluding customer caused misses and customer requested due date greater than "X" business days. The "X" business days is determined based on quantity of UNE loops ordered and the associated standard interval.

Exclusions:

- Specials and Interconnection Trunks.
- Excludes UNE Combinations captured in the POTS or Specials measurements.
- Excludes orders that are not N, T, or C.
- Excludes customer requested due dates greater than "X" business days. X is defined as follows:
 - Loop with LNP (1-10) – 4 business days
 - Loop with LNP (11-20) – 8 business days
 - Loop with LNP (>20) – 11 business days
- Excludes customer caused misses.
- Excludes Weekends and Holidays.
- NPAC caused delays unless caused by SWBT.

Business Rules:

The start time is the date of the receipt of an accurate LSR. The Completion Date is the day that SWBT personnel complete the service order activity. If the CLEC submits the LSR prior to 3:00 p.m. the CLEC may request a 3 day interval. If the LSR is submitted after 3:00 p.m. the CLEC can request a 4 day interval. The base of items is out of WFA (Work Force Administration) and it is reported at an order level to account for different measurement standards based on the number of circuits per order.

For partial LNP conversions that require restructuring of customer account:

- 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new.
- >30 TNs, including entire NXX: The due dates are negotiated.

Levels of Disaggregation:

- CHC
 - Loop with LNP (1-10)
 - Loop with LNP (11-20)
 - Loop with LNP (>20)
- FDT
 - Loop with LNP (1-10)
 - Loop with LNP (11-20)
 - Loop with LNP (>20)

Calculation:	Report Structure:
$\frac{[\sum(\text{completion date} - \text{application date})]}{\text{(Total number of orders completed)}}$	Reported for CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

55.3 Measurement (New Measure)	
Percent xDSL-capable loop orders requiring the removal of load coils and or repeaters.	
Definition:	
The percentage of all xDSL-capable loops, greater than 12,000 feet (based on designed loop makeup information), ordered that require the removal of load coils or repeaters to provision xDSL services.	
Exclusions:	
Loops under 12,000 feet	
Business Rules:	
The percentage of all orders for xDSL-capable loops where the removal of load coils or repeaters has been requested by the CLEC.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Loops between 12,000 feet and 17,500 feet • Loops over 17,500 feet 	
Calculation:	Report Structure:
$\frac{[\sum(\text{number of xDSL-capable loops requesting the removal of load coils or repeaters})]}{(\text{Total number of orders for xDSL-capable loops UNEs completed})}$	Reported for CLEC, SWBT DSL Affiliate, and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic only.	

56. Measurement	
Percent (UNEs) Installations Completed Within The Customer Requested Due Date	
Definition:	
Measure of circuits completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or if expedited (accepted or not accepted), the date agreed to by SWBT.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Exclude orders that are not N, T, or C. • Excludes customer caused misses. • Excludes Weekends and Holidays • Excludes circuits captured in PM 56.1 (LNP With Loop) 	
Business Rules:	
The Application Date is the day that the customer initiated the service request. The Completion Date is the day that SWBT personnel complete the service order activity by circuit. For orders requiring negotiated due dates, the negotiated due date will be considered the customer requested due date. This measure includes expedites agreed to by SWBT. This measure is reported at a circuit level.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line Sharing • DSL loops with no line sharing • Broadband service product (Note: Additional disaggregations may be required as necessary in the future. 	
Calculation:	Report Structure:
Count of circuits installed within the customer requested due date ÷ total circuits) * 100	Reported for CLEC , all CLECs, and SWBT for parity measures affiliate as appropriate.
Measurement Type:	
Tier 1 – None Tier 2 – None	

Benchmark:

95% within the customer requested due date. The following standard offered intervals apply:

- 2 Wire Analog and Digital and INP (1-10) – 3 Days
- 2 Wire Analog and Digital and INP (11-20) – 7 Days
- 2 Wire Analog and Digital and INP (20+) – 10 Days
- BRI Loops (1-10) – 4 Days
- BRI Loops (11-20) – 10 Days
- BRI Loops (20+) – Negotiate

- **DS1 loop(includes PRI) (1-10) – 3 Days**

- **DS1 loop(includes PRI) (11-20) – 7 Days**

- **DS1 loop(includes PRI) (20+) – 10 Days**

- **Switch Ports – Analog Port – 2 Days**
- Switch Ports – BRI Port (1-50) – 3 Days
- Switch Ports – BRI Port (50+) – 5 Days
- Switch Ports – PRI Port (1-20) – 5 Days
- Switch Ports – PRI Port (20+) – 10 Days
- DS1 Trunk Port (1 to 10) – 3 Days
- DS1 Trunk Port (11 to 20) – 5 Days
- DS1 Trunk Port (20+) – ICB
- Dedicated Transport (DS0, DS1, and DS3) (1 to 10) – 3 Days
- Dedicated Transport (DS0, DS1, and DS3) (11 to 20) – 5 Days
 - Dedicated Transport (DS0, DS1, and DS3) (20+) and all other types – ICB
 - DSL with no Line Sharing – Non Conditioned – 5 Days
 - DSL with no Line Sharing – Conditioned – 10 Days

Parity with ASI

- DSL with Line Sharing

90% within the customer requested due date. The following standard offered intervals apply:

- INP (1-10 Numbers) – 3 days
- INP (11-20 Numbers) – 7 days
- INP (> 20 Numbers) – 10 days

56.1 Measurement	
Percent Installations Completed within the Customer Requested Due Date for LNP With Loop	
Definition:	
Percent installations completed within the customer requested due date when that date is greater than or equal to the standard offered interval as defined in the CLEC manual or if expedited (accepted or not accepted), the date agreed to by SWBT	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combinations captured in the POTS or Specials measurements. • Exclude orders that are not N, T, or C. • Excludes customer caused misses. • NPAC caused delays unless caused by SWBT. 	
Business Rules:	
See Measurement No. 55.2	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Aggregate <ul style="list-style-type: none"> ➤ Loop with LNP (1-10) ➤ Loop with LNP (11-20) ➤ Loop with LNP (>20) • CHC – Diagnostic <ul style="list-style-type: none"> ➤ Loop with LNP (1-10) ➤ Loop with LNP (11-20) ➤ Loop with LNP (>20) • FDT – Diagnostic <ul style="list-style-type: none"> ➤ Loop with LNP (1-10) ➤ Loop with LNP (11-20) ➤ Loop with LNP (>20) 	
Calculation:	Report Structure:
Count of N, T, C orders installed within customer requested due date ÷ total N, T, C orders excluding those requested earlier than the standard offered interval) * 100	Reported for CLEC and all CLECs.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
95% within the customer requested due date for aggregate only. CHC and FDT are provided on a diagnostic basis and are not subject to damages or assessments.	

PM 57 HAS BEEN MOVED TO PM 1.1

58. Measurement	
Percent SWBT Caused Missed Due Dates	
Definition:	
Percentage of UNEs (8.0dB loops are measured at an order level) where installations are not completed by the negotiated due date.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Exclude orders that are not N, T, or C. • Excludes customer caused misses. 	
Business Rules:	
The Due Date starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity, which stops the clock. If the completion date is after the Due Date, the order is flagged as a miss. This measurement is reported at a circuit level for all UNEs with the exception of 8.0dB loops, which are reported at an order level to facilitate comparison with POTS retail. This measure includes in both the numerator and the denominator the number of orders cancelled after a SWBT-caused missed due date.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties including INP only. • DSL loops with line sharing • DSL loops with no line sharing • Broadband service product (Note: Additional disaggregations may be required as necessary in the future. 	
Calculation:	Report Structure:
Count of UNEs (8.0 dB loops are measured at an order level)with missed due dates excluding customer caused misses ÷ total number of UNEs (total orders for 8.0dB loops) *100	Reported by CLEC and all CLECs, SWBT or affiliates.
Measurement Type:	
Tier 1 – High Tier 2 – High	

Benchmark:

Parity:	Retail Comparison
1. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res./Bus FW)
1a. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res./Bus NFW)
8.0 dB Loop without Test Access (NFW)	POTS (Res./Bus NFW)
2. 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	Parity with SWBT VGPL
3. BRI Loop with Test Access	ISDN/BRI
4. ISDN BRI Port	ISDN/BRI
5. DS1 Loop with Test Access	DS1
6. DS1 Dedicated Transport	DS1
7. Subtending Channel (23B)	DDS
8. Subtending Channel (1D)	DDS
9. Analog Trunk Port	VGPL
10. Subtending Digital Direct Combination Trunks	VGPL
11. DS3 Dedicated Transport	DS3
12. Dark Fiber	DS3
13. DSL Loops – Line Sharing	Parity with ASI – Benchmark:
14. DSL Loops – Non-Line Sharing	5%, (No critical z-value applies)

59. Measurement	
Percent Installation Reports (Trouble Reports) Within 30 Days (I-30) of Installation	
Definition:	
Percentage of UNEs that receive a customer trouble report within 30 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • • Excludes UNE Combos captured in the POTS or Specials measurements. • Excludes trouble report received on the due date before service order completion. • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Excludes loops without test access - BRI • Excludes orders that are not N, T, or C. • Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office. • Excludes PTRs as defined in PM 115 • Excludes trouble reports caused by lack of digital test capabilities on 2-wire BRI and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
A trouble report is counted if it is received within 30 calendar days of a service order completion. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level. The denominator for this measure is the total count of circuits posted within the reporting month. (However, the denominator will at a minimum equal the numerator). The numerator is the number of trouble reports received within 30 calendar days of service order completion that were closed during the reporting month.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line Sharing • DSL loops with no line sharing • Broadband service product (Note: Additional disaggregations may be required as necessary in the future. 	
Calculation:	Report Structure:
(Count of UNEs that receive a customer trouble report within 30 calendar days of service order completion ÷ total UNEs) * 100	Reported for CLEC, all CLECs, SWBT or its affiliates.

Measurement Type:

Tier 1 – High
Tier 2 – High

Benchmark:

See following:

Parity:	Retail Comparison
1. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW/NFW)	POTS (Bus FW/NFW)
2. 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	Parity with SWBT VGPL
3. BRI Loop with Test Access	ISDN
4. ISDN BRI Port	ISDN
5. DS1 Loop with Test Access	DS1
6. DS1 Dedicated Transport	DS1
7. Subtending Channel (23B)	DDS
8. Subtending Channel (1D)	DDS
9. Analog Trunk Port	VGPL
10. Subtending Digital Direct Combination Trunks	VGPL
11. DS3 Dedicated Transport	DS3
12. Dark Fiber	DS3
13. DSL Loops – Line Sharing	DSL Loops with line sharing
DSL Loops – No Line Sharing	6.0% (No Critical z-value applies)

60. Measurement	
Percent Missed Due Dates Due To Lack Of Facilities	
Definition:	
Percentage of UNEs (8db loops are measured at an order level) with missed committed due dates due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combinations captured in the POTS or Specials measurements. • Excludes orders that are not N, T, or C. 	
Business Rules:	
Any completion date that is greater than the due date with a SWBT lack of facilities missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line Sharing • DSL loops with no line sharing • Broadband service product (Note: Additional disaggregations may be required as necessary in the future. 	
Calculation:	Report Structure:
Count of UNEs (8db loops are measured at an order level) with missed committed due dates due to lack of facilities ÷ total UNEs (total orders for 8db loops) * 100	Reported by CLEC, all CLECs and SWB affiliate Reported for > 30 calendar days & > 90 calendar days.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

61. Measurement	
Average Delay Days for Missed Due Dates Due To Lack Of Facilities	
Definition:	
Average calendar days from due date to completion date on company missed UNEs (8db loops are measured at an order level) orders due to lack of facilities.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combinations captured in the POTS or Specials measurements. • Excludes orders that are not N, T, or C. 	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the due date. The source is WFA (Work Force Administration) and is at an item or circuit level. UNEs are selected based on a specific service code off of the circuit ID. The lack of facilities is selected based on the missed reason code. This measurement is reported at a circuit level for all UNEs with the exception of 8db loops, which are reported at an order level to facilitate comparison with POTS retail.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line Sharing • DSL loops with no line sharing • Broadband service product (Note : Additional disaggregations may be required as necessary in the future 	
Calculation:	Report Structure:
$\Sigma(\text{Completion date} - \text{committed UNE (8.db loops are measured at the order level) due date}) \div (\# \text{ of completed UNEs (total completed orders for 8db loops) with SWBT caused missed due dates due to lack of facilities})$	Reported for CLEC and all CLECs and SWB affiliate for UNEs contained in the UNE price schedule.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

62. Measurement	
Average Delay Days For SWBT Caused Missed Due Dates	
Definition:	
Average calendar days from the customer requested due date when that date is greater than or equal to the offered interval, or if expedited (accepted or not accepted), the date agreed to by SWBT which is the due date reflected on the FOC, to completion date on company missed UNEs (8.0 dB loops are measured at an order level).	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Excludes orders that are not N, T, or C. 	
Business Rules:	
The calculation is the difference in calendar days between the completion date and the FOC due date. The Due Date is the customer requested due date when that date is greater than or equal to the offered interval. If expedited (accepted or not accepted), the Due Date is the date agreed to by SWBT, which is the due date reflected on the FOC. The data is reported at a circuit level. UNEs are selected based on a specific service code off of the circuit ID. This measurement is reported at a circuit level for all UNEs with the exception of 8.0 dB loops, which are reported at an order level to facilitate comparison with POTS retail.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line Sharing • DSL loops with no line sharing • Broadband service product (Note : Additional disaggregations may be required as necessary in the future 	
Calculation:	Report Structure:
$\frac{\sum(\text{Completion date} - \text{committed UNE (8.0 dB loops are measured at the order level) due date as described in the business rules above})}{\div (\# \text{ of posted UNEs (total completed orders for 8.0 dB loops) with SWBT caused missed due dates)}}$	Reported for CLEC, all CLECs, SWBT or affiliates.
Measurement Type:	
Tier 1 – Medium Tier 2 – None	

Benchmark:

Parity:	Retail Comparison
1. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res./Bus FW)
1a. 8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW) 8.0 dB Loop without Test Access (NFW)	POTS (Res./Bus NFW) – POTS (Res./Bus NFW)
2. 5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	Parity with SWBT VGPL
3. BRI Loop with Test Access	ISDN/BRI
4. ISDN BRI Port	ISDN/BRI
5. DS1 Loop with Test Access	DS1
6. DS1 Dedicated Transport	DS1
7. Subtending Channel (23B)	DDS
8. Subtending Channel (1D)	DDS
9. Analog Trunk Port	VGPL
10. Subtending Digital Direct Combination Trunks	VGPL
11. DS3 Dedicated Transport	DS3
12. Dark Fiber	DS3
13. DSL Loops – Line Sharing DSL Loops – No Line Sharing	DSL Loops with line sharing 6.5 Days (No Critical z value applies)

63. Measurement	
Percent SWBT Caused Missed Due Dates > 30 days	
Definition:	
Percentage of UNEs (8.0 dB loops are measured at an order level) where installation was completed greater than 30 days following the due date, excluding customer caused misses.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks • Excludes UNE Combinations captured in the POTS or Specials measurements. • Excludes orders that are not N, T, or C. • Excludes customer caused misses. 	
Business Rules:	
The Due Date starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity, which stops the clock. If the completion date is after the Due Date, the order is flagged as a miss. This measurement is reported at a circuit level for all UNEs with the exception of 8.0dB loops, which are reported at an order level to facilitate comparison with POTS retail.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line sharing • DSL loops with no line sharing • Broadband service product (Note : Additional disaggregations may be required as necessary in the future) 	
Calculation:	Report Structure:
(Count of UNEs (8.0 dB loops are measured at an order level) completed greater than 30 days following the due date, excluding customer caused misses ÷ total number of total UNEs (total orders for 8.0 dB loops)) * 100	Reported for CLEC, all CLECs, SWBT or affiliates.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

PM 64 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

65. Measurement

Trouble Report Rate

Definition:

The number of customer trouble reports within a calendar month per 100 UNEs.

Exclusions:

- Specials and Interconnection Trunks.
- Excludes UNE Combos captured in the POTS or Specials measurements.
- Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational
- Excludes loops without test access - BRI
- Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office.
- Excludes PTRs as defined in PM 115
- Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.

Business Rules:

Repair reports are entered into and tracked via WFA by trouble ticket type. Reports are counted in the month they post.

Levels of Disaggregation:

- See PM 59
- DSL loops with line sharing
- DSL loops with no line sharing
- Broadband service product (Note : Additional disaggregations may be required as necessary in the future)

Calculation:

[Count of trouble reports ÷ (Total UNEs ÷ 100)]

Report Structure:

Reported for CLEC, all CLECs and SWBT and SWB affiliates.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

See Measurement No. 59 except for

8db loops – Parity with SWBT POTS Business

DSL Loops with Line Sharing – Parity

DSL Loops with no Line Sharing – 3% (No Critical z applies.)

Broadband service product (Note : Additional disaggregations may be required as necessary in the future)

65.1 Measurement (New Measure)

Trouble Report Rate net of installation and repeat reports

Definition:

The number of customer trouble reports within a calendar month per 100 UNEs.

Exclusions:

- Specials and Interconnection Trunks.
- Excludes UNE Combos captured in the POTS or Specials measurements.
- Excludes Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational
- Excludes loops without test access - BRI
- Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office.
- Excludes PTRs as defined in PM 115
- Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC.
- Excludes any trouble reports counted in PM 59 or PM 69.

Business Rules:

Repair reports are tracked by trouble ticket type. Reports are counted in the month they post.

Levels of Disaggregation:

- See PM 59
- DSL loops with line sharing
- DSL loops with no line sharing
- Broadband service product (Note : Additional disaggregations may be required as necessary in the future)

Calculation:

$[\text{Count of trouble reports} \div (\text{Total UNEs} \div 100)]$

Report Structure:

Reported for CLEC, all CLECs and SWBT and SWB affiliates.

Measurement Type:

Tier 1 – High
Tier 2 – High

Benchmark:

See Measurement No. 59 except for

8db loops – Parity with SWBT POTS Business
DSL Loops with Line Sharing – Parity
DSL Loops with no Line Sharing – 3.0% (critical z-value does not apply)
Broadband service product (Note : Additional disaggregations may be required as necessary in the future)

Maintenance

66. Measurement	
Percent Missed Repair Commitments	
Definition:	
Percentage of trouble reports not cleared by the commitment time for SWBT reasons.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes all UNE Combinations <ul style="list-style-type: none"> • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
The commitment time is currently defined as 24 hours for both 8.0dB loops and DSL line sharing. If the cleared date and time minus the receive date and time > 24 hours, it counts as a trouble report that missed the repair commitment. UNEs are selected based on a specific service code off of the circuit ID. (If at such time, the contractual commitment for DSL line sharing changes, this measurement will be changed to reflect the appropriate interval.)	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • "POTS type" loops (2-Wire Analog 8.0 dB Loop) with test access. • DSL line sharing 	
Calculation:	Report Structure:
(Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100	Reported by CLEC, all CLECs. SWBT and SWB affiliate.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity with SWBT POTS Business Parity with ASI for DSL line sharing	

67. Measurement	
Mean Time To Restore	
Definition:	
Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Excludes Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Excludes loops without test access – BRI • Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office. • Excludes PTRs as defined in PM 115.1 • Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
The start time is when the report is received. The stop time is when the report is cleared in the appropriate system (WFA for all UNEs except DSL line sharing which is captured in LMOS).	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • See Measurement No. 59 • DSL loops with line sharing • DSL loops with no line sharing • Broadband service product (Note: Additional disaggregations may be required as necessary in the future?) • UNEs contained in the UNE price schedule, and/or agreed to by parties. • Also disaggregated by Dispatch/No Dispatch 	
Calculation:	Report Structure:
$\frac{\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})]}{\text{total network customer trouble reports}}$	Reported by CLEC, all CLECs and SWBT and SWB affiliate.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
See Measurement No. 59	
DSL Loops with Line Sharing – Parity DSL Loops with no Line Sharing –9.0 hours (critical z-value does not apply) Broadband service product (Note : Additional disaggregations may be required as necessary in the future)	

PM 68 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

69. Measurement	
Percent Repeat Reports	
Definition:	
Percentage of customer trouble reports received within 30 calendar days of a previous customer report.	
Exclusions:	
<ul style="list-style-type: none"> • Specials and Interconnection Trunks. • Excludes UNE Combos captured in the POTS or Specials measurements. • Excludes trouble tickets that are coded to Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational • Excludes loops without test access – BRI • Excludes DSL loops > 12Kf with load coils, repeaters, and/or excessive bridged tap for which the CLEC has not authorized conditioning unless coded to the Central Office. • Excludes trouble reports caused by lack of digital test capabilities on 2-wire and IDSL capable loops where acceptance testing is available and not selected by the CLEC. 	
Business Rules:	
Includes customer trouble reports received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an Original of a Repeat, and the second report is marked as a Repeat. If a third report is received within 30 days, the second report is marked as an Original of a Repeat as well as being a Repeat, and the third report is marked as a Repeat. In this case there would be two repeat reports. If either the original or the second report within 30 days is a measured report, then the second report counts as a Repeat report.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • UNEs contained in the UNE price schedule, and/or agreed to by parties. • DSL loops with line sharing • DSL loops with no line sharing • Broadband service product (Note : Additional disaggregations may be required as necessary in the future) 	
Calculation:	Report Structure:
Count of customer trouble reports received within 30 calendar days of a previous customer report ÷ total customer trouble reports) * 100	Reported by CLEC, all CLECs, SWBT and affiliates where appropriate.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
See Measurement No. 59 8db loops – Parity with SWBT POTS Business DSL Loops with Line Sharing – Parity DSL Loops with no Line Sharing – 12.0% (Critical z-value does not apply) Broadband service product (Note : Additional disaggregations may be required as necessary in the future)	

INTERCONNECTION TRUNKS

70. Measurement:

Percentage of Trunk Blockage

Definition:

Percentage of calls blocked on outgoing traffic for alternate final (AF) and direct final (DF) trunk groups from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office.

Exclusions:

- Excludes Weekends and Holidays
- CLECs have trunks busied-out for maintenance at their end, or have other network problems that are under their control.
- SWBT is ready for turn-up on Due Date and CLEC is not ready or not available for turn-up of trunks, e.g. not ready to accept traffic from SWBT on the due date or CLEC has no facilities or equipment at CLEC end.
- CLEC does not take action upon receipt of Trunk Group Service Request (TGSR) or ASR within 3 business days (day 0 is the business day the TGSR is emailed/faxed to the CLEC) when a Call Blocking situation is identified by SWBT or in the timeframe specified in the InterConnection Agreement (ICA).
- If CLEC does not take action upon receipt of TGSR within 10 business days (day 0 as described above) when a pre-service of 75% or greater occupancy situation is identified by SWBT for a time frame specified in the ICA.
- If CLEC fails to provide a forecast within the last six months unless a different timeframe is specified in an interconnection agreement.
- For trunks extending from the SWBT tandem to the CLEC end office designated as direct end office trunks, if CLEC's actual trunk usage for a market region, as shown by SWBT from traffic usage studies, is more than 25% above CLEC's most recent forecast for the market region, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.
- For trunks extending from the SWBT end office to the CLEC end office, if CLEC's actual trunk usage for a wirecenter or end office, as shown by SWBT from traffic usage studies, is more than 25% above CLEC's most recent forecast for the wirecenter or end office, which must have been provided within the last six-months unless a different timeframe is specified in an interconnection agreement.

The exclusions do not apply if SWBT fails to timely provide CLEC with traffic utilization data reasonably required for CLEC to develop its forecast or if SWBT refuses to accept CLEC trunk orders (ASRs or TGSRs) that are within the CLEC's reasonable forecast regardless of what the current usage data is.

Business Rules:	
Twenty days of data consisting of blocked calls and total calls are collected and aggregated each month.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • The SWBT end office to CLEC end office and SWBT tandem to end office trunk blockage will be reported separately. • By Market Region. 	
Calculation:	Report Structure:
$\left(\frac{\text{Count of blocked calls} - \text{excluded blocked calls}}{\text{total calls offered} - \text{excluded blocked calls}} \right) * 100$	Reported for CLEC and all CLECs .
Measurement Type:	
Tier-1 High Tier-2 High	
Benchmark:	
Blocked Calls on Dedicated Trunk Groups not to exceed blocking standard of B.01. [B.01 standard is 1%]	

70.1 Measurement:	
Trunk Blockage Exclusions	
Definition:	
Number of calls blocked on outgoing traffic from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office that are excluded from the trunk blockage data reported under PM 70.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules	
Number of blocked calls and total calls excluded from the monthly blockage data reported under Performance Measurement 70. No penalties or liquidated damages apply. See PM 70 for list of the exclusions.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region. 	
Calculation:	Report Structure:
Count of Excluded blocked calls	Reported for CLEC and all CLECs .
Measurement Type:	
None	
Benchmark:	
Diagnostic	

71. Measurement:	
Common Transport Trunk Blockage	
Definition:	
Percentage of local common transport trunk groups exceeding 2%, 1% blockage.	
Exclusions:	
<ul style="list-style-type: none"> No data is collected on weekends or holidays 	
Business Rules:	
Common transport trunk groups that reflect blocking in excess of 2% and 1% (if a separate common transport trunk group is established to carry CLEC traffic only) using a time consistent busy hour from the four most recent weeks of data.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> Common trunk groups where CLECs share ILEC trunks, and Common trunk groups for CLECs not shared by ILEC. By Market Region. 	
Calculation:	Report Structure:
(Number of common transport trunk groups exceeding 2%, 1% blocking ÷ total common transport trunk groups) * 100.	Reported on local common transport trunk groups.
Measurement Type:	
Tier-1	None
Tier-2	High
Benchmark:	
PUC Subst. R. 23.61(e)(5)(A) or parity, whichever allows less blocking in a given month. SWBT shall compare common trunk groups exceeding 1% blockage, reported for switch based CLECs, be compared to SWBT's dedicated trunk groups designed for B.01 standard for parity compliance.	

72. Measurement	
Distribution Of Common Transport Trunk Groups > 2%/1%.	
Definition:	
A distribution of trunk groups exceeding 2% reflecting the various levels of blocking.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 71	
Levels of Disaggregation:	
By Market Region.	
Calculation:	Report Structure:
The number of trunk groups exceeding 2%/1% will be shown in histogram form based on the levels of blocking	Reported on local common transport trunk groups.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Aggregate measurement. No benchmark required.	

73. Measurement	
Percentage of Installations Completed Within the Customer Requested Due Date	
Definition:	
Percentage of interconnection trunks completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT.	
Exclusions:	
CLEC Caused Misses	
Business Rules:	
SWBT will compare the completion date to the customer desired due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT to determine the count of missed installations. The completion date is the date the work is completed and accepted by the CLEC. The measurement is taken for all circuits that complete in the reporting period. Interconnection trunks are selected based on a specific service code off of the circuit ID. Unsolicited FOCs will not be acknowledged in calculating due dates. (i.e., if an unsolicited FOC is received by CLEC, the due date on the first FOC will still be used as the due date. Orders that are completed more than 30 days after the customer requested due date and reported as held orders under PM 73.1 also are included in reporting this measure.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region. • 911 • OS/DA • SS7 • Interconnection trunks 	
Calculation:	Report Structure:
(Count trunk circuits completed within the customer requested due date, where the requested customer requested due date is greater than or equal to 20 days or if expedited (accepted or not accepted) the date agreed to by SWBT ÷ total trunk circuits completed) * 100	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
95% within the customer requested due date or agreed to expedited interval. Critical z-value applies.	

73.1 Measurement	
Percentage Held Interconnection Trunks	
Definition:	
Percentage of interconnection trunk orders held greater than 30, 60 or 90 calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses 	
Business Rules:	
The Customer Desired Due Date or the 21 st business day after the interconnection trunk order is received by SWBT, whichever is greater, starts the clock. The Completion Date is the day that SWBT personnel complete the service order activity and it is accepted by the CLEC, which stops the clock. The data is collected at a circuit level. Interconnection trunks are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region; 30, 60 and 90 days • Interconnection • 911 • OS/DA • SS7 	
Calculation:	Report Structure:
(Count of trunk circuits held for greater than 30, 60 or 90 calendar days ÷ total trunk circuits) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Medium Tier 2 – Low	
Benchmark:	
Parity with SWBT interconnection trunks. For purposes of damages, only applicable to trunk orders held greater than 30 days.	

74. Measurement	
Average Delay Days For Missed Due Dates – Interconnection Trunks	
Definition:	
Average calendar days from customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT to completion date on company missed interconnection trunk orders.	
Exclusions:	
<ul style="list-style-type: none"> • Customer Caused Misses 	
Business Rules:	
The calculation is the difference in calendar days between the completion date (the date the CLEC accepts the circuit) and the customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT. The data is reported at a circuit level. Interconnection Trunks are selected based on a specific service code off of the circuit ID.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region • Interconnection • 911 • OS/DA • SS7. 	
Calculation:	Report Structure:
Σ (Completion date – customer requested due date where the date is greater than or equal to 20 days or if expedited (accepted or not) the date agreed to by SWBT) ÷ (# of completed trunk circuits with missed Due Dates)	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

PM 75 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

76. Measurement	
Average Trunk Restoration Interval – Interconnection Trunks	
Definition:	
Average time to repair interconnection trunks. This measure is based on calendar days.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes non-measured tickets (CPE, Interexchange, or Information). • No access delayed maintenance. 	
Business Rules:	
The data is reported at a circuit level. Interconnection Trunks are selected based on the circuit being identified as a message type circuit. Start time is when the CLEC reports trouble and stop time is when SWBT notifies the CLEC of service restoral.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region. • 911 • OS/DA • SS7 • Interconnection Trunks 	
Calculation:	Report Structure:
Total trunk outage duration ÷ total trunk trouble reports	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

77. Measurement	
Average Trunk Restoration Interval for Service Affecting Trunk Groups	
Definition:	
The average time to restore service affecting trunk groups (measured tickets only).	
Exclusions:	
Customer Caused Outages	
Business Rules:	
Service affecting is defined as 20% of a trunk group out-of-service that causes trunk group blockage. The clock starts on receipt of a trouble ticket from the CLEC that identifies a service affecting condition. The clock stops after completion of work by SWBT.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Tandem trunk groups • Non-Tandem trunk groups • By Market Region • 911 • OS/DA • SS7 • Interconnection Trunks 	
Calculation:	Report Structure:
Total trunk group outage time / total trunk group trouble reports	Reported by CLEC, all CLECs .
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Tandem trunk groups – 1 hour / Non-Tandem – 2 hours.	

PM 78 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

PM 79 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

80. Measurement	
Directory Assistance Average Speed Of Answer	
Definition:	
The average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call or the customer abandons the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance during hours of operation.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Total queue time ÷ total calls answered	Reported for the aggregate of SWBT and CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
PUC SUBST. Rule 23.61.e (3)(A)(iii) (5.9 second average) Critical z-value does not apply.	

PM 81 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

82. Measurement	
Operator Services Speed Of Answer	
Definition:	
The average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the customer enters the queue and the clock stops when a SWBT representative answers the call or the customer abandons the call. The length of each call is determined by measuring and accumulating the elapsed time from the entry of a CLEC customer call into the SWBT call management system queue until the CLEC customer call is transferred to SWBT personnel assigned to handling CLEC calls for assistance during hours of operation.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Total queue time ÷ total calls answered.	Reported for the aggregate of SWBT and CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – Low	
Benchmark:	
PUC SUBST. Rule 23.61.e (3)(A)(1) (3.3 second average) Critical z-value does not apply.	

PM 83 WAS ELIMINATED WITH 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 84 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 85 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 86 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

INTERIM NUMBER PORTABILITY (INP)

PM 87 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 88 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 89 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

PM 90 WAS ELIMINATED WITH THE 6 MONTH REVIEW - EFFECTIVE 7/12/00

LOCAL NUMBER PORTABILITY (LNP)

91. Measurement:	
Percentage of LNP Only Due Dates within Industry Guidelines	
Definition:	
Percentage of LNP Due Date interval that meets the industry standard established by the North American Numbering Council (NANC).	
Exclusions:	
<ul style="list-style-type: none"> • CLEC or Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. 	
Business Rules:	
Industry guidelines for due dates for LNP are as follows: <ul style="list-style-type: none"> • For Offices in which NXXs are previously opened – 3 Business Days. • New NXX – 5 Business days on LNP capable NXX. 	
The above-noted due dates are from the date of the FOC receipt.	
For partial LNP conversions that require restructuring of customer account:	
<ul style="list-style-type: none"> • 1-30 TNs: Add one additional day to the FOC interval. The LNP due date intervals will continue to be three business days and five business days from the receipt of the FOC depending on whether the NXX has been previously opened or is new. • >30 TNs, including entire NXX: The due dates are negotiated. 	
Levels of Disaggregation:	
NXXs previously opened and NXX new (1-30 TNs and greater than 30 TNs)	
Calculation:	Report Structure:
(Count of LNP TNs implemented within Industry guidelines ÷ total number of LNP TNs) *100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

92. Measurement:	
Percentage of Time the Old Service Provider Releases the Subscription Prior to the Expiration of the Second 9 Hour (T2) Timer	
Definition:	
Percentage of time the old service provider releases subscription(s) to NPAC within the first (T1) or the second (T2) 9-hour timers.	
Exclusions:	
<ul style="list-style-type: none"> • Customer caused or requested delays. • NPAC caused delays unless caused by SWBT. • Cases where SWBT did the release but the New Service Provider did not respond prior to the expiration of the T2 timer. This sequence of events causes the NPAC to send a cancel of SWBT's release request. In these cases, SWBT may have to re-work to release the TN so it can be ported to meet the due date. 	
Business Rules:	
Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of LNP TNs for which subscription to NPAC was released prior to the expiration of the second 9-hour (T2) timer ÷ total number of LNP TNs for which the subscription was released) *100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None	
Tier 2 – None	
Benchmark:	
96.5%. The benchmark will be revised either up or down if industry guidelines are established that are different than the objective stated here. Critical z-value does not apply.	

93. Measurement:	
Percentage of Customer Account Restructured Prior to LNP Due Date	
Definition:	
Percentage of accounts restructured within the LNP order due date established in Measurement No. 91, and/or negotiated due date for orders that contain more than 30 TNs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 91	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of LNP orders for which customer accounts were restructured prior to LNP due date) ÷ (total number of LNP orders that require customer accounts to be restructured) *100	Reported by CLEC and all CLECs.
Measurement Type	
<p style="text-align: center;">Tier 1 – Low</p> <p style="text-align: center;">Tier 2 – None</p>	
Benchmark:	
96.5% Critical z-value applies.	

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96. Measurement:	
Percentage Pre-mature Disconnects for Stand alone LNP Orders	
Definition:	
Percentage of Stand Alone LNP telephone numbers where SWBT disconnects the customer (e.g. switch translations are removed) prior to the scheduled start time.	
Exclusions:	
<ul style="list-style-type: none"> • Stand alone LNP telephone numbers where the CLEC requests that the cut-over begin prior to the scheduled time. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time • Stand alone LNP telephone numbers where SWBT disconnects ≤ 10 minutes of the scheduled start time 	
Business Rules:	
A premature disconnect occurs any time SWBT begins the cut-over more that 10 minutes prior to the scheduled start time.	
Levels of Disaggregation:	
None.	
Calculation:	Report Structure:
Count of prematurely disconnected Stand Alone LNP telephone numbers \div total Stand Alone LNP telephone numbers * 100	Reported by CLEC and all CLECs
Measurement Type:	
<p style="text-align: center;">Tier 1 – High</p> <p style="text-align: center;">Tier 2 – High</p>	
Benchmark:	
$\leq 2\%$ premature disconnects. Critical z-value applies.	

97. Measurement:	
Percentage of Time SWBT Applies the 10-digit Trigger Prior to the LNP Order Due Date	
Definition:	
Percentage of time SWBT applies 10-digit trigger, where technically feasible, for LNP or LNP with loop TNs prior to the due date.	
Exclusions:	
<ul style="list-style-type: none"> • Excludes Remote Call Forwarding in DMS 100s, DID in all offices and ISDN Data TNs.” • Excludes CLEC or Customer caused misses or delays 	
Business Rules:	
Obtain number of LNP or LNP with loop TNs where the 10-digit trigger was applied on the day prior to due date, and the total number of LNP or LNP with Loop TNs where the 10-digit trigger was applied, where technically feasible.	
Levels of Disaggregation:	
LNP only, and LNP with Loop.	
Calculation:	Report Structure:
(Count of LNP TNs for which 10-digit trigger was applied prior to due date ÷ total LNP TNs for which 10-digit triggers were applied) * 100.	Reported by CLEC and all CLECs.
Measurement Type:	
<p style="text-align: center;">Tier 1 – High</p> <p style="text-align: center;">Tier 2 – High</p>	
Benchmark:	
96.5% Critical z-value applies.	

98. Measurement:	
Percentage Stand Alone LNP I-Reports in 10 Days	
Definition:	
Percentage of Stand Alone LNP Orders that receive a LNP related customer trouble report within 10 calendar days of service order completion.	
Exclusions:	
<ul style="list-style-type: none"> Excludes Customer Premise Equipment, Interexchange Carrier/Competitive Access Provider, and Informational 	
Business Rules:	
The Start time is the date/time of completion of the service order. The End time is the date/time of receipt of trouble report. Count the number of Stand Alone LNP Orders that receive an LNP related trouble report within 10 calendar days of completion.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> Stand Alone LNP 	
Calculation:	Report Structure:
(Count of Stand Alone LNP Orders that receive a customer trouble report within 10 calendar days of service order completion ÷ total Stand Alone LNP orders) * 100.	Reported by CLEC and all CLECs, and SWBT.
Measurement Type:	
<p>Tier 1 – High</p> <p>Tier 2 – High</p>	
Benchmark:	
<i>Parity with SWBT Retail POTS – No Field Work.</i>	

99. Measurement:	
Average Delay Days for SWBT Missed Due Dates for Stand Alone LNP Orders	
Definition:	
Average calendar days from due date to completion date on company missed orders.	
Exclusions:	
<ul style="list-style-type: none"> • On time or early completions 	
Business Rules:	
The clock starts on the due date and the clock ends on the completion date based on posted Stand Alone LNP orders.	
Levels of Disaggregation:	
LNP Only	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Stand Alone LNP Completion Date} - \text{Stand Alone LNP Order due date})}{\# \text{ total Stand Alone LNP Orders where there was a SWBT caused missed due date}} * 100$	Reported By CLEC and all CLECs and SWBT.
Measurement Type:	
<p style="text-align: center;">Tier 1 – Medium</p> <p style="text-align: center;">Tier 2 – Medium</p>	
Benchmark:	
<i>Parity with SWBT Retail POTS – No Field Work.</i>	

100. Measurement:	
Average Time of Out of Service for LNP Conversions	
Definition:	
Average time to facilitate the activation request in SWBT's network.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations 	
Business Rules:	
The Start time is the Receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Calculate the total minutes of difference between the start time and end time in minutes for LNP activations during the reporting period.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
$\Sigma(\text{LNP start time} - \text{LNP stop time}) \div \# \text{ total LNP activations}$	Reported by CLEC and all CLECs
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
60 Minutes unless a different industry guideline is established that will override the benchmark referenced here. Critical z-value does not apply.	

101. Measurement:	
Percent Out of Service < 60 minutes	
Definition:	
The Number of LNP related conversions where the time required to facilitate the activation of the port in SWBT's network is less than 60, expressed as a percentage of total number of activations that took place.	
Exclusions:	
<ul style="list-style-type: none"> • CLEC-caused errors. • NPAC-caused errors unless caused by SWBT. • Stand Alone LNP Orders with more than 500 number activations. 	
Business Rules:	
The Start time is the receipt of the NPAC broadcast activation message in SWBT's LSMS. The End time is when the Provisioning event is successfully completed in SWBT's network as reflected in SWBT's LSMS. Count the number of activations that took place in less than 60 minutes.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(Number of activations provisioned in less than 60minutes) ÷ (total LNP activations)* 100.	Reported by CLEC and all CLECs.
Measurement Type:	
<p>Tier 1 – High</p> <p>Tier 2 – High</p>	
Benchmark:	
96.5% Critical z-value does not apply.	

911

102. Measurement	
Average Time To Clear Errors	
Definition:	
The average time it takes to clear an error after it is detected during the processing of the 911 database file. This is only on resale or UNE loop and port combination orders that SWBT installs.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt of the error file and the clock stops when the error is corrected.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date and time error detected} - \text{date and time error cleared}) \div \text{total number of errors}$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

103. Measurement	
Percent Accuracy for 911 Database Updates (Facility Based Providers)	
Definition:	
The percentage of 911 records that were updated by SWBT in error.	
Exclusions:	
CLEC caused errors.	
Business Rules:	
The data required to calculate this measurement will be provided by the CLEC based on the compare file. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly. An update is completed without error if the database completely and accurately reflects the activity specified on the order submitted by the CLEC.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of SWBT caused update errors ÷ Total number of updates) * 100	CLEC, All CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

104. Measurement	
Average Time Required to Update 911 Database (Facility Based Providers)	
Definition:	
The average time it takes to update the 911 database file.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date/time when the data processing starts and the clock stops on the date/time when the data processing is complete.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\Sigma(\text{Date and time data processing begins} - \text{date and time data processing ends}) \div \text{total number of files}$	Reported for individual CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

104.1 Measurement (New Measure)	
The average time it takes to unlock the 911 record	
Definition:	
The average time it takes to unlock the 911 record to allow the record to be claimed by the CLEC.	
Exclusions:	
None	
Business Rules:	
The clock starts on the date of completion and the clock stops on the date/time when the 911 record is unlocked.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
Sum (SOC Date - date 911 record is unlocked)	Reported for individual CLEC, and all CLECs and SWBT affiliates
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
Diagnostic	

POLES, CONDUIT AND RIGHTS OF WAY

105. Measurement	
Percentage of requests processed within 35 Days	
Definition:	
The percentage of requests for access to poles, conduits, and right-of-ways processed within 35 days.	
Exclusions:	
None	
Business Rules:	
The clock starts upon the receipt date of the application for access to poles, conduits and right-of-ways and the clock stops upon response date of the application granting or denying access to poles, conduits and right-of-ways.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(count of number of requests processed within 35 days ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, and SWB DSL affiliate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
90% within 35 days. Critical z-value does not apply.	

106. Measurement	
Average Days Required to Process a Request	
Definition:	
The average time it takes to process a request for access to poles, conduits, and right-of-ways.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 105	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\frac{\Sigma(\text{Date request returned to CLEC} - \text{date request received from CLEC})}{\text{total number of requests}}$	Reported for individual CLEC and all CLECs, and SWB DSL Affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
See Measurement No. 105. Benchmark will be 14 days.	

COLLOCATION

107. Measurement
Percentage Missed Collocation Due Dates
Definition:
The percentage of SWBT caused missed due dates for collocation projects.
Exclusions:
None
Business Rules:
<p>The clock starts when SWBT receives, in compliance with the approved tariff, payment and return of proposed layout for space as specified in the application form from the CLEC and the clock stops when the CLEC receives notice in writing or other method agreed to by the parties that the collocation arrangement is complete and ready for CLEC occupancy. The CLEC will then have 5 business days to accept or not accept the collocation space. If the CLEC does not accept the collocation space because the space is not complete and ready for occupancy as specified, and notifies SWBT of such within 5 business days, the collocation will be considered not complete and the time frame required for the CLEC to reject the collocation space (up to 5 business days) and any additional time required for SWBT to complete the space per the specifications will be counted as part of the interval. Any time exceeding the 5 business days will not be counted as part of the interval. Due Date Extensions will be extended when mutually agreed to by SWBT and the CLEC, or when a CLEC fails to complete work items for which they are responsible in the allotted time frame. The extended due date will be calculated by adding to the original due date the number of calendar days that the CLEC was late in performing said work items. Work items include but are not limited to:</p> <ul style="list-style-type: none">• CLEC return to SWBT corrected and complete floor plan drawings.• CLEC placement of required component(s). <p>If the business rules and tariff are inconsistent, the terms of the tariff will apply.</p>
Levels of Disaggregation:
Physical <ul style="list-style-type: none">• Caged• Shared Caged• Caged Common• Cageless• Adjacent On-site• Adjacent Off-site• Augments to Physical Collocation• Virtual• Augments to Virtual.

Calculation:	Report Structure:
(count of number of SWBT caused missed due dates for collocation facilities ÷ total number of collocation projects) * 100	Reported for individual CLEC and all CLECs and SWB affiliate
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
95% within the due date. Damages and Assessments will be calculated based on the number of days late. Critical z-value does not apply.	

108. Measurement	
Average Delay Days for SWBT Missed Due Dates	
Definition:	
The average delay days caused by SWBT to complete collocation facilities.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 107	
Levels of Disaggregation:	
Physical, <ul style="list-style-type: none"> • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation Virtual • Augments to Virtual. 	
Calculation:	Report Structure:
$\Sigma(\text{Date collocation work completed} - \text{collocation due date}) \div \text{total number of SWBT caused missed collocation projects}$	Reported for individual CLEC and all CLECs by active and non-active as defined in the tariff, and SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
10% of the tariffed intervals. Critical z-value does not apply.	

109. Measurement	
Percent of Requests Processed Within the Tariffed Timelines	
Definition:	
The percent of requests for collocation facilities processed within the Tariffed timelines, or no space available notification.	
Exclusions:	
Excludes Weekends & Holidays.	
Business Rules:	
The clock starts when SWBT (ICSC) receives the application. The clock stops when SWBT responds back to the application request with a quote, or no space available notification.	
Levels of Disaggregation:	
Physical, <ul style="list-style-type: none"> • Caged • Shared Caged • Caged Common • Cageless • Adjacent On-site • Adjacent Off-site • Augments to Physical Collocation • Virtual • Augments to Virtual. .	
Calculation:	Report Structure:
(count of number of requests processed within the tariff timeline ÷ total number of requests) * 100	Reported for individual CLEC and all CLECs, or SWB affiliate as appropriate.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
90% within the tariff timeline. Critical z-value does not apply.	

110. Measurement	
Percentage of Updates Completed into the DA Database within 72 Hours for Facility Based CLECs	
Definition:	
The percentage of DA database updates completed within 72 hours of receipt of the update from the CLEC for directory change only and within 72 hours of the completion date on the provisioning service order where a provisioning order is required.	
Exclusions:	
Excludes Weekends and Holidays.	
Business Rules:	
The date and time stamp on fax updates starts the clock and the date and time when the listing is updated stops the clock. For directory changes that also have a provisioning order, the clock starts when the provisioning order completes and ends when the listing is updated. The update clerks work hours are 6:30 a.m. to 3:00 p.m. Monday through Friday. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Count of updates completed within 72 hours ÷ total updates) * 100	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
95% updated within 72 hours. Critical z-value does not apply.	

111. Measurement	
Average Update Interval for DA Database for Facility Based CLECs	
Definition:	
The average update interval for DA database changes for facility based CLECs.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 110	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
$\frac{\sum (8:00 \text{ a.m. of the day following the input into the LSS database} - \text{Time update received from CLEC})}{\text{total updates}}$	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
36 Hours. The critical z-test does apply. This benchmark will be re-evaluated in 6 months.	

112. Measurement	
Percentage DA Database Accuracy For Manual Updates	
Definition:	
The percentage of DA records that were updated by SWBT in error. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly.	
Exclusions:	
None	
Business Rules:	
See Measurement No. 110	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of SWBT caused update errors ÷ Total number of updates) *100	Reported by CLEC and all CLECs for facility based providers.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% Critical z-value does not apply.	

113. Measurement	
Percentage of Electronic Updates that Flow Through the DSR process Without Manual Intervention	
Definition:	
Percentage of DSRs from entry to distribution that progress through SWBT ordering systems to ALPS/LIRA.	
Exclusions:	
Rejected DSRs due to CLEC error.	
Business Rules:	
The number of DSRs, that flow through SWBT's ordering systems and are passed to ALPS/LIRA without manual intervention, divided by the total number of DSRs issued within the reporting period.	
Levels of Disaggregation:	
None	
Calculation:	Report Structure:
(Number of DSRs that flow through to ALPS/LIRA ÷ Total DSRs) * 100	CLEC and All CLECs.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
97% Critical z-value applies.	

COORDINATED CONVERSIONS

114. Measurement	
Percentage of Premature Disconnects for CHC/FDT LNP with Loop Lines.	
Definition:	
Percentage of CHC/FDT LNP with Loop Lines where SWBT disconnects the customer (e.g. switch translations and/or the cross connect is removed) prior to the scheduled start time.	
Exclusions:	
<ul style="list-style-type: none"> • CHC/FDT LNP with Loop Lines where the CLEC requests that the cut-over begin prior to the scheduled time. • Change of the Due Date by the CLEC less than four business hours prior to the scheduled Date/Time 	
Business Rules:	
A premature disconnect occurs any time SWBT begins the cut-over more than 10 minutes prior to the scheduled start time.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • Coordinated Hot Cuts (CHC) – LNP with Loop • Frame Due Time (FDT) – LNP with Loop 	
Calculation:	Report Structure:
(Count of prematurely disconnected CHC/FDT LNP with Loop Lines ÷ total CHC/FDT LNP with Loop Lines) * 100	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
≤2% premature disconnects Critical z-value does not apply.	

114.1 Measurement (Complete Revision)	
CHC/FDT LNP with Loop Provisioning Interval.	
Definition:	
The % of CHC/FDT LNP with Loop Lines completed by SWBT within the established provisioning intervals.	
Exclusions:	
<ul style="list-style-type: none"> • CHC/FDT LNP with Loop with greater than 24 loops (including multiple LSRs totaling 25 or more lines to the same customer premise on the due date). • CLEC caused delays (e.g., no dial tone from CLEC: CLEC translations) that do not allow SWBT the opportunity to complete CHC/FDT LNP with Loop within the designated interval. • IDLC (pair gain systems) identified on or before the due date. 	
Business Rules:	
The start time is at the direction of the CLEC and based on a negotiated and scheduled time for coordinated hot cut orders (CHC) and on the frame due time for frame due time (FDT). For CHC orders, the clock starts when the CLEC calls the SWBT LOC to start the conversion, and ends when the SWBT technician completes the cross connect to the CLEC facilities and has called the CLEC to notify that the cut-over has been completed. For FDT orders, the clock starts at the frame due time and ends when the SWBT technician completes the cross connect to the CLEC facilities. This measurement only includes Coordinated Hot Cuts and Frame Due Time with 1-24 loops. A conversion with 25 or more lines (including multiple orders totaling 25 or more lines to the same customer premise on the same due date) is considered a project and is negotiated with the CLEC at the time of conversion.	
Levels of Disaggregation:	
CHC LNP with loop <ul style="list-style-type: none"> • < 10 lines • 10-24 lines FDT LNP with loop <ul style="list-style-type: none"> • < 10 lines • 10-24 lines 	
Calculation:	Report Structure:
Total CHC/FDT LNP with Loop Lines within the designated interval ÷ total CHC/FDT LNP with Loop lines.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
This measurement will be diagnostic for the next six months as addressed in the joint SWBT and AT&T recommendation.	

115. Measurement	
Percent Provisioning Trouble Reports (PTR)	
Definition:	
Measures the percent of CHC/FDT circuits for which the CLEC submits a trouble report on the day of conversion, or before noon on the next business day.	
Exclusions:	
<ul style="list-style-type: none"> • Reports for which the trouble is attributable to the SWBT network (unless SWBT had knowledge of the trouble prior to the due date • IDLC (pair gain systems) identified on or before the due date. 	
Business Rules:	
<p>The percent of CHC/FDT circuits for which the CLEC submits a trouble report on the day of conversion, or before noon on the next business day.</p> <p>PMs 55.2, 56.1, 58, 91 and 99 will include the PTRs that extend past the original due date in the calculation as appropriate.</p> <p>PMs 59, 69, and 98 will exclude PTRs from the calculation.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • CHC and FDT 	
Calculation:	Report Structure:
(Count of CHC/FDT circuits for which the CLEC submits a trouble report on or before noon on the next business day after conversion÷ total # of CHC/FDT circuits converted.	Reported by CLEC and all CLECs.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
This measurement will be diagnostic for the next six months as addressed in the joint SWBT and AT&T recommendation.	

115.1 Measurement (New Measure)**Mean Time To Restore – Provisioning Trouble Report (PTR)****Definition:**

Average duration of the outage from the receipt of the PTR to the time it is cleared.

Exclusions:

- Excludes Non-measured reports (CPE, Interexchange, and Information reports.)
- Excludes no access to the end user's location.

Business Rules:

The start time is when the report is received. The stop time is when the report is cleared.

Levels of Disaggregation:

- CHC and FDT

Calculation:

$$\frac{\sum[(\text{Date and time PTR is closed with the customer}) - (\text{date and time PTR is received})]}{\text{total PTRs.}}$$

Report Structure:

Reported by CLEC, all CLECs.

Measurement Type:

Tier 1 – None
Tier 2 – None

Benchmark:

Diagnostic

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NXX

117. Measurement	
Percent NXXs loaded and tested by the LERG effective date	
Definition:	
Measures the percent of NXX(s) loaded and tested in the end office and/or tandem switches by the LERG effective date	
Exclusions:	
<ul style="list-style-type: none">• None	
Business Rules:	
Data for the initial NXX(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s) where an appropriate point of interconnection was not established prior to the LERG effective date. Data for additional NXXs in the local calling area will be based on the LERG effective date.	
Levels of Disaggregation:	
<ul style="list-style-type: none">• By Market Region	
Calculation:	Report Structure:
(Total count of NXXs loaded and tested by LERG date, or interconnection date ÷ total NXXs loaded and tested) * 100	Reported by CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
Parity	

118. Measurement	
Average Delay Days for NXX Loading and Testing	
Definition:	
Average calendar days from due date to completion date on company missed NXX orders.	
Exclusions:	
<ul style="list-style-type: none"> • None 	
Business Rules:	
See Measurement No. 117	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • By Market Region 	
Calculation:	Report Structure:
$\Sigma(\text{Completion Date} - \text{LERG date or interconnection date}) \div (\text{number of SWBT caused late orders})$	Reported for CLEC, all CLECs and SWBT.
Measurement Type:	
Tier 1 – Low Tier 2 – None	
Benchmark:	
Parity	

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BONA FIDE/SPECIAL REQUEST PROCESS (BFRs)

120. Measurement	
Percentage of Requests Processed Within 30 Business Days	
Definition:	
Percentage of Bona fide/Special requests processed and preliminary analysis provided to the customer within 30 business days of receipt of BFR.	
Exclusions:	
Excludes weekends and holidays.	
Business Rules:	
<p>The clock starts when SWBT receives the application. The clock stops when SWBT responds with the preliminary analysis.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> None 	
Calculation:	Report Structure:
(Count of number of requests processed within 30 days ÷ total number of requests) * 100	Reported by CLEC, all CLECs, and SWBT affiliate.
Measurement Type:	
Tier 1 – None Tier 2 – None	
Benchmark:	
90% within 30 business days. Critical z-value does not apply.	

121. Measurement	
Percentage of Quotes Provided for Authorized BFRs/Special Requests Within X (10,30,90) Days	
Definition:	
Percentage of quotes provided in response to bona fide/Special requests for within X (10,30,90) days.	
Exclusions:	
Requests that are subject to pending arbitration.	
Business Rules:	
<p>The clock starts when SWBT receives the application. The clock stops when SWBT responds back to the application request with a quote.</p>	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • New Network Elements that are operational at the time of the request. • New Network Elements that are ordered by the FCC. • New Network Elements that are not operational at the time of the Request. 	
Calculation:	Report Structure:
(Count of number of requests processed within X (10, 30, 90) days ÷ total number (10, 30, 90 Days) of requests) * 100	Reported by CLEC, all CLECs and SWBT affiliate..
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
90% within 10, 30, 90 business days. <ul style="list-style-type: none"> • Network Elements that are operational at the time of the request – 10 days • Network Elements that are Ordered by the FCC– 30 days • New Network Elements 90 days 	

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123. Measurement (New Measure)

Percent of Timely and Compliant Change Management Notices

Definition:

The percent of timely and compliant change management notices (as specified in the current Change Management Process (CMP), as made effective July 14, 2000) for EDI/LSR ordering, EDI, CORBA, DataGate Pre-ordering interfaces, and Verigate. This measure also includes LEX, Provisioning Order Status, Order Status, Trouble Administration, EASE and SORD. Timely and complete documentation provided to the CLECs for requirements associated with releases will be part of this measurement.

Exclusions:

- Regulatory mandates as described in the CMP documentation
- Emergency fixes
- CLEC initiated changes to Final Requirements (excluding changes requested due to a mistake by SWBT identified by the CLEC)
- SWBT-initiated enhancements/changes to Requirements for which it requests that this Performance Measurement does not apply and CLECs agree

Business Rules:

Performance standards are set forth in the SBC CLEC Interface Change Management Procedure documentation, providing specific intervals/timeframes for issuance of change management interface release notices, for making available the associated Initial and Final Requirements and release associated documentation, and for allowing defined CLEC comment time periods and prescribed testing intervals. This measure is designed to measure the percent of compliant change management notices, Initial Requirements, and Final Requirements sent to the CLEC within the intervals/timeframes prescribed by the Change Management Procedure documentation for all OSS interfaces in SWBT (the Category 1 interfaces of EDI for ordering, DataGate, EDI and CORBA for pre-ordering; and the Category 2 interfaces of LEX, Verigate, EASE, Order Status, Provisioning Order Status and Trouble Administration.

Documentation that is not complete or not compliant with the Change Management Procedure (CMP) documentation is not considered compliant for purposes of this measure (e.g. calls for abbreviated CLEC comment time periods, fails to identify and provide the appropriate testing intervals, etc).. Any changes made without notice will be considered sent late. (Note: revisions to LSOR pages are not provided and are not required per CMP and will not be a part of this measurement)

SWBT will be measured on the Release Announcement (for Category One) and Initial Requirements based on whether CLECs were provided with the appropriate interval per the CMP. For purposes of the Final Requirements, SWBT will be measured on whether the notice provided the appropriate interval relative to the

implementation date. Notices sent to CLECs that provide corrections to Final Requirements initiated by SWBT that require coding changes by the CLECs will be considered late under this performance measurement. Requirements changes that do not necessitate CLEC coding corrections will not be counted in this measurement.

SWBT initiated changes to Final Requirements, including changing the Implementation Date, will be considered late. SWBT may invoke the exception process to add either a CLEC requested enhancement or a SWBT initiated enhancement to the release. However, if SWBT requests of CLECs in the Exception Request Accessible Letter, that this exception not be counted as late in this performance measurement, and if CLECs unanimously agree to the enhancement, then it will not be counted as late.

When the Exception process is invoked, the timelines/intervals set through that Exception agreement between SWBT and the CLECs as outlined in the CMP documentation would be included in this measurement.

In the event final documentation is submitted in one reporting period and a change to that documentation considered late falls into another reporting period, the miss will count in the current reporting period only and will not be retroactive.

Levels of Disaggregation:

- None

Calculation:	Report Structure:
Percent of compliant change management notices providing the appropriate interval = $\left(\frac{\text{\# of compliant change management notices providing the appropriate interval within the reporting period}}{\text{total \# of change management notices sent during the reporting period}} \right) * 100$	Reported for all CLECs.
Measurement Type:	
Tier 1 – Diagnostic Tier 2 – Diagnostic for 1 st 6 months to collect data and determine appropriate means of measurement	
Benchmark:	
90% compliant notices sent on time Diagnostic for Tier 1 and Tier II	

124. Measurement (New Measure)	
Timely resolution of significant Software Failures related with Releases	
Definition:	
Measures timely resolution of software errors after a Release that is having a significant impact on CLEC business activity.	
Exclusions:	
<ul style="list-style-type: none"> • Errors where a workaround is available (workaround in this sense does not include manual faxing to the LSC) 	
Business Rules:	
Software errors identified in production within two weeks of the release with no work-arounds that have a disabling affect on CLECs ability to conduct business. Significant or disabling effect on the CLEC is defined as an inability to pass to SWBT or receive back from SWBT order activity on more than 10% of the CLEC LSRs relative to normal work volumes. This impact will be viewed on a per CLEC basis, upon notification by the CLEC to the OSS Help Desk that they are impacted. Problem resolution time will start being measured from the time the problem is reported to the help desk to the time the software fix is implemented or a workaround is in place. For Tier 1 damages, the CLEC is responsible for reporting the problem to the OSS Help Desk in order for this measure to apply to the individual CLECs and will be paid to those identified with an impact of 10% or more as outlined above.	
Levels of Disaggregation:	
<ul style="list-style-type: none"> • None 	
Calculation:	Report Structure:
(# Significant Software Failures resolved within 48 hours ÷ Total Significant Software Failures)*100	By CLEC
Measurement Type:	
Tier 1 – High Tier 2 – High	
Benchmark:	
<ul style="list-style-type: none"> • 95% completed within 48 hours or 2 days. Critical z-value applies. 	

GENERAL BUSINESS RULES
(APPLICABLE TO ALL MEASURES EXCEPT AS SPECIFICALLY
NOTED)

A. Reporting of Exclusions

In reporting monthly data for each measurement, SWBT will report, for individual CLECs and for CLECs in the aggregate, the total number of CLEC transactions that were excluded by SWBT in reporting the results. The raw data to be available to CLECs for each measurement will include the raw data related to all excluded transactions and will include an identification of the particular exclusion category that SWBT determined to be applicable to the transaction. The exclusion should be one that is expressly provided under the business rules for the particular measurement.

B. Geographic Market Regions

All of the provisioning and maintenance measures, and certain other measures, are reported by “Market Region.” In Texas, the reference to Market Region is to one of four areas into which SWBT divides all of the Texas territory where SWBT serves as the incumbent LEC – Central and West Texas, Dallas/Fort Worth, Houston, and South Texas. A map showing the definition of these four Market Regions is attached as Appendix Five.

PERFORMANCE MEASUREMENTS

Appendix One

Subsequent Due Date Indicator	
Added to the service order whenever the due date is changed. Order can carry multiple codes. Company delay code overrides subscriber delay code.	
Subscriber(customer) Reasons:	
SA	No Access
SL	Subscriber requests later date
SO	Subscriber – Other
SP	Subscriber requests earlier date
SR	Subscriber not ready
Company (SWBT) Reasons:	
CA	Assignment office
CB	Residence/Business office
CE	Back order / unavailability of equipment or supplies from vendors
CF	Lack of Facilities (outside plant or buried service wires)
CL	Work Load
CO	Other company reasons
CS	Lack of Central Office facilities
CU	Uncontrollable circumstances

PERFORMANCE MEASUREMENTS

Appendix Two

Disposition Codes

The following is a list of Excluded (13) disposition codes.

- 1301 Request for directories
- 1302 Reports received as a result of dual service
- 1303 Request for information revertive dialing codes – multi-party line
(no longer applicable)
- 1304 CVAS Disconnect or hang up
- 1305 Request for information provided by another department –
Business office, claims, etc.
- 1306 Request for SWBT to locate buried facilities
- 1307 Request to lower or raise wire
- 1308 Report on phone number which is properly disconnected, unassigned
or suspended with disconnect recording on line.
- 1309 Report on feature customer is not being billed for
- 1310 Request to verify busy condition of line
- 1311 Report of non-SWBT plant or facilities
- 1313 Reports due to incorrect network administration records
- 1314 Request that SWBT ground be connected to electric company ground
- 1316 Report on service order activity prior to midnight of completion date
- 1317 Report on incorrect number; Regenerate report on correct number
- 1320 Request from Business Office
- 1321 Customer unable to reach business office
- 1322 Request from vendor for testing
- 1323 Changes in network structure (i.e. 10 digit dialing)
- 1324 Miscellaneous (Commendations, callback request for information only)
- 1335 Customer request service guarantee (tech gave credit)
- 1336 Customer request service guarantee (tech did not give credit)
- 1380 CNA Report Cancel by customer

PERFORMANCE MEASUREMENTS

Appendix Three

Percentage of Missed Collocation Due Dates Damages and Assessments Methodology

The following methodology will apply in calculating Tier 1 liquidated damages and Tier 2 assessments for the percentage of missed collocation due dates measurement.

Tier 1:

1. The benchmark will be 95% of Collocations completed within the due date. For example, if a CLEC has 30 collocations complete in the study month, SWBT can miss two due dates and still be in compliance. In this case no damages would apply. If, three due dates out of 30, SWBT would be out of compliance. In this case, damages would be payable on the number of collocations required to be back within the 95% benchmark.
2. Damages are calculated based on the number of days that SWBT misses the due date using the per occurrence values in the MOU, multiplied by the number of days from completion to due date.
3. In order to determine which collocations to use in the damage calculation, the missed collocation due dates will be ranked based on the number of days missed from highest to lowest. SWBT will pay damages on the highest number of days missed until the number of collocations missed is within the benchmark. For example, in the example above, if the three misses had missed days of 20, 10 and three, SWBT would pay damages on 20 missed days.
4. The collocation measurement will be used in the determination of the “K” number of allowances. In addition, it may also be excluded as defined in the MOU in the order of progression also contained there. The number of underlying data points used for the purposes of determining the order of exclusion will be the total days late for collocation projects.
5. All collocation completions in a month will be considered for the calculation of liquidated damages.
6. The critical Z-value will not be subtracted from the benchmark to determine compliance.

Tier 2:

1. Assessments will be applicable, as described in the MOU, when the measurement has been out of compliance for three consecutive months for the aggregate of all CLEC collocations.
2. Compliance will be defined as described in the Tier 1 damages above.
3. If assessments are applicable, the rolling three month average for days missed will be used to calculate the total assessments payable to the Texas State Treasury.

PERFORMANCE MEASUREMENTS

Appendix Four

Jeopardy Codes and Reasons

Jeopardies Previously Referred to as Rejects

1P	Verify address or provide nearby TN
1P	Account already converted - send cancel
1P	Invalid CFA
1P	Invalid feature detail
1P	Invalid TN
1P	Invalid due date
1P	Duplicate LSR
1P	Account not eligible for conversion
1P	Invalid feature
1P	EU name and TN do not match
1P	Provide driving instructions
1P	Duplicate circuit ID
1P	Busy cable ID and channel pair

Facility

1A	Inter Office Facility Shortage
1D	No Loop Available
1P	There are No Facilities
1P	No Trunks Available
1Q	Assignment Problem
1Y	No Central Office Equipment Available

SWBT Other

1B	Scheduling / Workload
1F	NSP Missed Appointment
1L	Frame Due Time Can Not Be Met
1N	DD and Frame Due Time Can Not Be Met

CLEC / EU (Excluded)

1C	Customer (LSP) Not Ready
1E	End User Not Ready
1G	No Access to End User Prem
1H	Central Office Freeze
1J	Special Construction
1K	Natural Disaster (Flood, etc.)
1M	Requested DD is Less Than Published Interval

1P	No Access is Provided
1P	The Premises are Not Ready
1P	Please Send SUPP to Cancel PON
1P	Notification of New Due Date
1P	Field Visit Determined Address Invalid
1P	No Rep To Prev Jeop-PON Canceled
1P	There Is No Access
1P	Need to Obtain Right of Way
1R	Customer Could Not Be Reached At The Reach Number
1S	Building Not Ready, Customer Will Advise
1T	Pole at Trailer Site is Not Set
1W	Entrance Facilities Required
1X	Not Technically Feasible

Schedule E
Modified Z Test and K Table

Z-Test:

SWBT agrees with the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means: $z = (\text{DIFF}) / \delta_{\text{DIFF}}$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

M_{ILEC} = ILEC Average

M_{CLEC} = CLEC Average

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

δ_{ILEC}^2 = Calculated variance for ILEC.

n_{ILEC} = number of observations or samples used in ILEC measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}}P_{\text{ILEC}} + n_{\text{CLEC}}P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{\text{P}_{\text{ILEC}}-\text{P}_{\text{CLEC}}} = \text{sqrt}[[\rho(1-\rho)]/n_{\text{ILEC}} + [\rho(1-\rho)]/n_{\text{CLEC}}]$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{\text{P}_{\text{ILEC}}-\text{P}_{\text{CLEC}}}$$

Where: n = Number of Observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratio:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$$

$$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$$

$$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{ILEC}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

$$R_{\text{pool}} = (\text{Num}_{\text{ILEC}} + \text{num}_{\text{CLEC}}) / (\text{denom}_{\text{ILEC}} + \text{denom}_{\text{CLEC}})$$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{POOL}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

4.0 Qualifications to use Z-Test:

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z-test formula as one in calculating the Z-statistic.

For measurements where the performance delivered to CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

4.1 Alternative 1:

For measurements that are expressed as averages, performance delivered to a CLEC for each observation shall not exceed the ILEC averages plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC average plus the critical Z-value and it is the second consecutive month, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

For measurements that are expressed as percentages, the percentage for CLEC shall not exceed ILEC percentage plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC percentage plus the critical Z-value and it is the second consecutive month, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

4.2 Alternative 2:

Permutation analysis will be applied to calculate the z-statistic using the following logic:

Choose a sufficiently large number T.

Pool and mix the CLEC and ILEC data sets.

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 ILEC data set or n_{ILEC}).

Compute and store the Z-test score (Z_S) for this sample.

Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

Order the Z_S results computed and stored in step 4 from lowest to highest.

Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

Repeat the steps 2-7 ten times and combine the results to determine $P = (\text{Summation of ranks in each of the 10 runs divided by } 10T)$.

Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the desired critical value as determined from the critical Z table. If $Z_A >$ the designated critical Z-value in the table, then the performance is non-compliant.

Critical Z - Statistic Table

Number of Performance Measures	K Values	Critical Z-value
1	0	1.65
2	0	1.96
3	0	2.12
4	0	2.23
5	0	2.32
6	0	2.39
7	0	2.44
8	1	1.69
9	1	1.74
10-19	1	1.79
20-29	2	1.73
30-39	3	1.68
40-49	3	1.81
50-59	4	1.75
60-69	5	1.7
70 -79	6	1.68
80 - 89	6	1.74
90 - 99	7	1.71
100 - 109	8	1.68
110 -119	9	1.7
120 - 139	10	1.72
140 - 159	12	1.68
160 - 179	13	1.69
180 - 199	14	1.7
200 - 249	17	1.7
250 - 299	20	1.7
300 - 399	26	1.7
400 - 499	32	1.7
500 - 599	38	1.72
600 - 699	44	1.72
700 - 799	49	1.73
800 - 899	55	1.75
900 - 999	60	1.77
1000 and above	Calculated for Type-1 Error Probability of 5%	Calculated for Type-1 Error Probability of 5%

Schedule F
SBC's Ex Parte Filing with FCC of 7/13/00

July 13, 2000

Mr. Lawrence Strickling
Chief, Common Carrier Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20054

Re: *Applications for Consent to Transfer Control of Licenses and Section 214 Authorizations from Ameritech Corporation, Transferor, to SBC Communications Inc., Transferee, CC Docket 98-141; ASD File No 99-49*

Dear Mr. Strickling:

On February 15, 2000, SBC Communications Inc. ("SBC") sought the Bureau's concurrence regarding SBC's interpretation of specific SBC/Ameritech merger conditions as applied to certain network equipment. Specifically, it is SBC's belief that the merger conditions authorize the SBC/Ameritech incumbent LECs to own combination POTS/ADSL plugs/cards located in remote terminals as well as optical concentration devices ("OCDs") located in central offices.

The Commission sought public comment on SBC's request, which resulted over the course of nearly five months in a substantial record, including numerous *ex parte* filings and presentations, reflecting the views of all interested parties. SBC continues to believe that its interpretation of the merger conditions is correct and that *no* waiver or modification of the merger conditions is necessary for the SBC/Ameritech incumbent LECs to own, install, and operate this equipment. The legal basis for our belief was set out particularly in SBC's March 10 Reply Comments and June 2 *ex parte* letter to Ms. Matthey.

It is imperative that the matter be resolved soon. When fully deployed, the \$6 billion Project Pronto initiative will improve the reliability of SBC's POTS networks while bringing xDSL service to 20 million customers – particularly residential customers – who cannot be served today. Any further delays will deny consumers who are not currently eligible for any xDSL service new, competitive alternatives to their cable TV company's broadband service, while preventing CLECs from using the Project Pronto architecture to offer xDSL services. In addition, SBC is now in the process of investing hundreds of millions of dollars to deploy new and upgraded remote terminals. That investment cannot be put to use while we wait for resolution of this regulatory issue. The delay in deploying remote terminals has already affected approximately 150,000 households. More than a half million households that could be served from remote terminals will be denied advanced service capabilities and competitive choice within the next several months if a decision is not forthcoming. The market is being further skewed in favor of cable modem providers with each passing day.

While SBC's request for an interpretation of the merger conditions was narrow in scope, many parties used the request as a vehicle to raise a host of industry-wide issues that SBC believes would more appropriately be considered, if at all, in a generic rulemaking proceeding. Nonetheless, SBC is prepared to make voluntary commitments addressing these issues in a good-faith effort to resolve commenting parties' stated concerns. Specifically, to facilitate expeditious resolution of this matter, SBC is prepared to make the commitments attached to this letter, subject to Commission determination that SBC's incumbent LECs may own and operate the POTS/ADSL remote terminal equipment and OCDs, or a waiver or modification of the merger conditions to permit this.

The commitments address several issues. First, some commenters have expressed a desire that equipment located in remote terminals provide additional features and functions to match the commenters' own

business plans. The proposed commitments set forth a process for discussing and evaluating commercial arrangements pertinent to deployment of such features and functions.

Second, some parties have questioned SBC's motives in deploying a next generation digital loop carrier ("NGDLC") architecture, suggesting that Project Pronto will involve widespread removal of existing copper facilities that competitors may want to use to provide their own advanced services. The proposed commitments address this concern by setting forth specific copper maintenance and replacement notification policies.

The proposed commitments additionally will provide the pro-competitive benefit of eliminating the need for carriers to deploy their own equipment at SBC's remote terminal sites, by requiring a new Broadband Service Offering that will be available to all affiliated and unaffiliated carriers on a nondiscriminatory basis and will be priced according to UNE pricing principles. To address the concerns of carriers that want to offer both voice and data services using NGDLC, the proposed commitments also include a Combined Voice/Data Service Offering (also priced under UNE pricing principles) that uses a single copper facility between the remote terminal and the customer's premises. The proposed commitments set forth specific performance measurements for both offerings so that nondiscriminatory provision of these services can be tracked.

Finally, for those carriers seeking to deploy their own equipment at remote terminal sites, the proposed commitments include provisions regarding the availability and provisioning of space within or adjacent to SBC's remote terminals. The proposed commitments provide for Special Construction Arrangements to meet carrier-specific space requirements and to provide access to copper facilities at remote terminal sites.

These new proposed commitments incorporate SBC's prior commitment to incur additional costs of at least \$350 million to facilitate use of the NGDLC equipment by other carriers. They reflect SBC's good-faith efforts to address legitimate questions and concerns raised by parties in this proceeding, without undermining the economic viability of Project Pronto or the competitive benefits of providing end users and other carriers access to NGDLC equipment at affordable prices. SBC urges that this matter be addressed expeditiously through an interpretation, waiver, or modification of the merger conditions, so that consumers and carriers can benefit from additional advanced telecommunications capabilities and increased competitive choice.

Sincerely,

cc: Ms. Carol Matthey
Mr. Anthony Dale
Ms. Dorothy Attwood
Mr. Jordan Goldstein
Ms. Sarah Whitesell
Ms. Rebecca Beynon
Mr. Kyle Dixon

SBC VOLUNTARY COMMITMENTS

Incumbent LECs' Ownership of Equipment to Provide Nondiscriminatory Wholesale Services to Advanced Services Providers

1. Notwithstanding Paragraph 3d or any other provision of the Merger Conditions, and subject to the limitations set forth herein, the SBC/Ameritech incumbent LECs may own, lease, deploy, install, maintain and/or operate: 1) facilities or network equipment, including integrated Advanced Services Equipment, Next Generation Digital Loop Carrier ("NGDLC") equipment and related equipment and software that support both POTS and xDSL services and are located in remote terminals; and 2) ATM switches/Optical Concentration Devices ("OCDs") installed in central offices that are used to provide advanced services wholesale service arrangements to affiliated and/or unaffiliated providers of Advanced Services on nondiscriminatory rates, terms, and conditions. These facilities and network equipment shall be used, in whole or in part, to provide the wholesale services herein and similar nondiscriminatory wholesale services that may be offered in the future. This paragraph shall not, however, authorize the SBC/Ameritech incumbent LECs to provide Advanced Services directly to retail end users.

2. Broadband Service Offering.

No later than September 1, 2000, the SBC/Ameritech incumbent LECs will offer all telecommunications carriers, including their separate Advanced Services affiliate(s), nondiscriminatory access to a combined wholesale broadband service where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services. The broadband service shall utilize a combined network arrangement consisting of: copper facilities from the NGDLC device deployed in remote terminals sites (includes CEVs, huts, and cabinets) to the end user location; a permanent virtual circuit that consists of ATM data transported over a common OC-3c fiber facility from the NGDLC in the remote terminal terminating on the central office fiber distribution frame and delivered to a leased affiliated or unaffiliated telecommunications carrier port on the SBC/Ameritech incumbent LEC's OCD in the serving wire center; and a port on the SBC incumbent LEC's OCD with associated cross-connects to extend the port to a point of affiliated or unaffiliated telecommunications carrier virtual or physical collocation.

The rates, terms and conditions of this end-to-end wholesale broadband service will be nondiscriminatory and such service will be priced in each state in accordance with the pricing methodology then applicable to unbundled network elements under Sections 251(c)(3) and 252(d)(1) of the Communications Act, except that the service will not be subject to geographic deaveraging. SBC will establish the performance measurements set out in Attachment A within 120 days of service implementation to track the nondiscriminatory provision of such wholesale broadband service.

3. Combined Voice/Data Service Offering.

Within 90 days of the Commission's concurrence with SBC/Ameritech's position on ownership issues pending before the Commission, SBC's incumbent LECs will offer to all telecommunications carriers, including their separate Advanced Services Affiliates, a combined voice and data service offering where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services. This offering will utilize an underlying voice loop provisioned over NGDLC delivered to the Main Distribution Frame ("MDF"). Use of this element plus the existing fiber feeder and OCD port elements (to provision the high frequency portion of the loop) would be offered to provide a combined voice and data solution that allows a telecommunications carrier collocated in the SBC/Ameritech incumbent LEC's serving central office to provide voice and data services via a single copper facility from the remote terminal to the customer premises.

The rates, terms and conditions of this combined voice and data service will be nondiscriminatory and such service will be priced in each state in accordance with the pricing methodology then applicable to unbundled network elements under Sections 251(c)(3) and 252(d)(1) of the Communications Act, except that the service will not be subject to geographic deaveraging. SBC will establish the performance

measurements set out in Attachment A within 120 days of service implementation to track the nondiscriminatory provision of such wholesale broadband service.

4. **Features and Functions.**

(a) **Existing Features and Functions.** Upon request and except as described below, SBC/Ameritech incumbent LECs will make available to all telecommunications carriers (including SBC/Ameritech's separate Advanced Services affiliate(s)) all technically feasible Advanced Services features and functions of equipment (e.g., an ADLU card) installed in remote terminals where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services.

The availability of such existing features and functions is subject to the factors specified in Paragraph 8 below and a determination by the SBC/Ameritech incumbent LECs, after consultation with the affected telecommunications carriers, that such features and functions would not reduce the capacity of the remote terminal so as to render the remote terminal unable to meet the forecasted demand for SBC/Ameritech's and unaffiliated telecommunications carriers' POTS and advanced services. Rates, terms, and conditions for such features and functions will be nondiscriminatory.

Specifically, SBC/Ameritech will make available for deployment for use by affiliated and unaffiliated advanced service providers: two virtual path circuits per end user and CBR Class of Service (CoS) for xDSL on a Remote Terminal per Remote Terminal basis (if xDSL-capable) starting within six months of the Commission's concurrence with SBC/Ameritech's position on the ownership issues pending before the Commission, consistent with this paragraph and subject to the factors specified in Paragraph 8 below.

(b) **Future Features and Functions.** As to xDSL features and functions that vendors may develop in the future for use on SBC/Ameritech equipment deployed in remote terminals, the SBC incumbent LECs will evaluate and discuss with interested telecommunications carriers in collaborative sessions described in Paragraph 8 below such features or functions, including in response to specific requests from telecommunications carriers, to determine whether there is a practical and technically feasible means to deploy such features and functions where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services.

The availability of such future features and functions will be subject to factors listed in Paragraph 8 below. Rates, terms, and conditions for deployment of such future features and functions will be nondiscriminatory and may include terms for testing, technical and market trials, and demand forecasts and commitments. Such negotiations shall be consistent with the principle that SBC/Ameritech seeks to optimize the use of its network by SBC/Ameritech and unaffiliated telecommunications carriers and supports the development of new xDSL features and functions. Deployment will be subject to a determination by the SBC/Ameritech incumbent LECs, after consultation with affected carriers, that such features and functions would not reduce the capacity of the remote terminal so as to render the remote terminal unable to meet the forecasted demand for SBC/Ameritech's and unaffiliated telecommunications carriers' POTS and advanced services.

Specifically, SBC/Ameritech will make G.lite available for deployment for use by affiliated and unaffiliated advanced services providers, on a remote terminal by remote terminal basis (if xDSL-capable) starting within six months after development and commercial availability by its vendors and consistent with this paragraph and subject to the factors listed in Paragraph 8 below. All other future-developed features and functions such as SHDSL and other ATM qualities of service (nrt-VBR and rt-VBR) will be considered within the context of collaborative sessions described in Paragraph 8.

When making purchasing decisions with respect to future xDSL features and functions, SBC/Ameritech shall evaluate both retail and wholesale customer needs.

5. **Provision of Additional Space in or Adjacent to Remote Terminals.**

(a) **Existing Remote Terminals.** In existing remote terminals where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services, the SBC/Ameritech incumbent LECs will provide collocation consistent with environmental requirements (including power and heat dissipation) and in accordance with Commission rules, except that the SBC/Ameritech incumbent LECs will, where available, make space available in increments as small as a single shelf of equipment. At existing remote terminals where space is not available, no later than September 1, 2000, the SBC/Ameritech incumbent LECs will offer a Special Construction Arrangement (“SCA”) process described below in response to a telecommunications carrier’s request for space.

(b) **Future-Deployed Remote Terminals**

(b)(1) **Future-Deployed Huts and CEVs.** As to future-deployed SBC/Ameritech huts and CEVs using a NGDLC architecture that supports both POTS and xDSL services, after September 1, 2000, the SBC/Ameritech incumbent LECs will deploy these structures (which generally serve 2,000 or more lines) so that approximately 20% of the space that can be used to install equipment in those structures for telecommunications carriers will be made available to all telecommunications carriers under the Commission’s collocation rules without the need for a SCA.

(b)(2) **Future-Deployed Cabinets.** As to future-deployed SBC/Ameritech cabinets using a NGDLC architecture that supports both POTS and xDSL services, no later than September 1, 2000, the SBC/Ameritech incumbent LEC will offer a SCA process described below in response to a telecommunications carrier's request for space at a new cabinet site. (Cabinets generally serve fewer than 2,000 lines.) In response to a SCA and consistent with its terms and conditions, the SBC incumbent LECs will deploy the new cabinet so that approximately 15% of the space that can be used to install equipment in such cabinet will be made available to all telecommunications carriers, or at the discretion of the SBC/Ameritech incumbent LEC, otherwise make access arrangements available using an adjacent cabinet structure. Requesting carriers will pay their proportionate share of the actual costs incurred by the SBC/Ameritech incumbent LECs for preparing and making this space available to those carriers. Costs calculated by SBC/Ameritech in accordance with the costing procedures set forth in Part 64 of the Commission's rules shall be presumed to satisfy the actual cost requirement as used in paragraph 5. For all future-deployed cabinets using a NGDLC architecture, the SBC/Ameritech incumbent LECs will pre-plan those remote terminal sites to accommodate a future adjacent structure(s).

(c) **Special Construction Arrangement - Structures.** No later than September 1, 2000, SBC/Ameritech will establish a SCA process for processing a telecommunications carrier’s request, including the request of a separate Advanced Services affiliate, for space to install the carrier's owned or leased equipment either in an existing or future deployed remote terminal or, in a newly deployed adjacent cabinet structure.

The following general terms shall govern the SCA process, which shall be made available for remote terminals where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services: 1) in response to a SCA, the SBC/Ameritech incumbent LEC has the discretion of installing a larger cabinet with regard to future-deployed remote terminals, enlarging existing remote terminals, or in either case making available an adjacent cabinet structure; 2) a telecommunications carrier requesting a SCA for a particular site shall pay all of the actual construction costs, including materials, labor, and other related costs (e.g. power and cooling, including the initial and ongoing costs to provide such power and cooling) incurred in providing such additional space in either an expanded or adjacent cabinet structure; 3) a telecommunications carrier requesting a SCA shall pay an application fee that reflects SBC/Ameritech’s actual costs; 4) a telecommunications carrier requesting a SCA shall provide a down payment in an amount not less than 50% of the total estimated construction costs after the estimate has been accepted by the telecommunications carrier and before actual construction begins, with the balance payable upon completion; 5) if more than one telecommunications carrier requests additional space or adjacent cabinet structure at a given remote terminal site, costs of construction shall be allocated among the requesting telecommunications carriers in proportion to the amount of space or cabinet structure that each has

requested; 6) the telecommunications carrier(s) who pay for the construction and development of such adjacent cabinet structure will own the structure, except that the issue of ownership may be negotiated between the SBC/Ameritech incumbent LEC and the telecommunications carrier(s) on a site-by-site basis; 7) regardless of which entity owns the adjacent structure, the SBC/Ameritech incumbent LECs will offer to manage adjacent cabinet structures subject to reaching an agreement on acceptable terms and conditions; 8) the SCA must be submitted at least 90 days before the requested larger cabinet or adjacent cabinet structure is to be installed; 9) the rates, terms, and conditions of SCAs shall be made available to all telecommunications carriers on a nondiscriminatory basis, provided that implementation of the SCA is technically feasible and existing POTS and advanced services provided by SBC/Ameritech and/or other telecommunications carriers will not be adversely affected by the SCA arrangement.

(d) **Access to Copper Subloop and Dark Fiber and Associated SCA.** No later than September 1, 2000, in situations where SBC/Ameritech deploys a NGDLC architecture that supports both POTS and xDSL services, the SBC/Ameritech incumbent LECs shall provide, on a case-by-case basis, a SCA process available to a requesting telecommunications carriers, including their separate Advanced Services affiliate(s), for access to the copper subloop for the purpose of enabling the requesting carrier to connect its equipment at a remote terminal site, including an adjacent cabinet structure, with applicable copper extending to the subtending Service Area Interface(s) ("SAI"). The following general terms shall govern the SCA for access to the copper subloop and dark fiber: 1) the SBC/Ameritech incumbent LECs will either use existing copper or construct new copper facilities from the SAI(s) to the telecommunications carrier in or at an remote terminal and/or construct an engineering controlled splice (which shall be owned by the SBC/Ameritech incumbent LECs) at the remote terminal site; 2) a telecommunications carrier requesting such a SCA shall pay an application fee that reflects SBC/Ameritech's actual costs; 3) a telecommunications carrier requesting a SCA shall provide a down payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion; 4) a telecommunications carrier requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs on a time and materials basis; 5) if more than one or a subsequent telecommunications carrier obtains space in expanded remote terminals or adjacent structures and interconnects with the new copper interface point at the remote terminal, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers; 6) SBC/Ameritech will require a separate SCA for each remote terminal site; 7) the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned; and 8) the terms and conditions of such a SCA shall not discriminate among unaffiliated telecommunications carriers or SBC/Ameritech's separate Advanced Services affiliates.

Where SBC/Ameritech deploys new fiber feeder facilities to support a NGDLC architecture that supports both POTS and xDSL services and in response to a completed SCA, the SBC/Ameritech incumbent LECs will terminate available spare dark fiber for telecommunications carrier(s) having equipment located at such remote terminal sites or adjacent cabinet structures consistent with applicable Commission rules.

(e) **Preservation of Existing Services.** Initiatives undertaken pursuant to these provisions are subject to developing procedures such that SBC/Ameritech and other telecommunications carriers' existing POTS and Advanced Services and underlying network capacity are not adversely affected.

(f) **Easements and Rights-of-Way.** The availability of space in either existing, expanded or adjacent cabinet structures at remote terminal locations is subject to the availability and requirements of private easements and/or public right-of-way obligations. Telecommunications carriers are responsible for obtaining necessary easements and rights-of-way and associated fees or obligations for placing equipment, facilities, and structures. SBC/Ameritech will cooperate in good faith with the telecommunications carrier to facilitate obtaining all such required permissions.

6. **Central Office OCD Collocation.**

Upon request from a telecommunications carrier, SBC will provide space for telecommunications carriers to collocate their own OCDs or functionally equivalent equipment used to provide Advanced Services, consistent with environmental (including power and heat dissipation) requirements in accordance with the Commission's collocation rules.

7. **Copper Maintenance and Notification.**

Given that SBC/Ameritech's deployment of NGDLC architecture in remote terminals will result in a fiber overlay network, SBC/Ameritech has no current plans or plans under development to retire mainframe terminated copper facilities related to that deployment. SBC/Ameritech has the right to manage its network facilities, including determining whether a copper facility is providing acceptable levels of service and can be economically maintained. SBC/Ameritech will continue to follow its established copper retirement policy and, as such, will consider the factors including the following before it will retire a mainframe terminated copper facility between the central office and the end user's premises: (1) whether the cost to maintain the copper facility for an acceptable level of service is greater than the cost to replace it with fiber and associated electronics; (2) whether public requirements force facility relocation; (3) whether all ducts and manholes are blocked and more network capacity is required on a given route; (4) whether a copper feeder cable is underutilized and the cost to maintain the copper is greater than fiber and associated electronics replacement cost; or (5) Acts of God or catastrophic failure. When making the determination whether to retire a copper facility thereof between the central office and the end user's premises, SBC/Ameritech will not give weight to whether the telecommunications carrier(s) using the copper (or that wish to use the copper) are affiliated or unaffiliated with SBC/Ameritech. Where SBC/Ameritech deploys new fiber feeder facilities to support a NGDLC architecture that supports both POTS and xDSL services and SBC/Ameritech decides to retire copper related to that deployment, SBC/Ameritech will provide via an Internet website posting to local service carriers operating in SBC/Ameritech states, six months notice (with the exception of unexpected service outages and Acts of God) of any retirement of copper facilities terminated at the central office Main Distribution Frame. SBC/Ameritech shall offer to sell (except when ducts are blocked) such facilities that are to be retired on an "as is" basis at market-based prices to unaffiliated parties. The offer to sell such facilities need not be made on less than a sheath basis and is subject to the purchaser complying with any pole attachment, private easement, and public rights-of-way requirements. The purchaser of the copper facility also will be responsible for ongoing maintenance of the facility and resolving associated issues with other carriers that may utilize that cable.

The application of the above described copper retirement policy during the next 3 years will result in the retirement of no more than 5% of SBC/Ameritech's incumbent LECs' total mainframe terminated copper facilities in service as of September 1, 2000.

8. **Industry Collaborative Sessions.**

No later than September 1, 2000, SBC/Ameritech incumbent LECs shall begin hosting collaborative sessions with all interested telecommunications carriers, including its separate Advanced Services affiliate(s), vendors, and other members of the telecommunications industry to address operational and technical issues regarding access to NGDLC remote terminals and new types of xDSL features and functions that may be provided via NGDLC. Any transcripts and summaries of action items that may result from such sessions will be made publicly available. Provided, however, that collaborative sessions need not be held or continued on an issue in the event that substantially the same issue is the subject of a pending or completed Commission rulemaking proceeding.

During such collaborative sessions the following types of issues will be addressed regarding features and functions that are requested to be deployed by the SBC/Ameritech incumbent LECs: technical and operational feasibility; commercial arrangements pertinent to the deployment of such features and functions and how those costs (e.g., costs of procuring, developing, provisioning, deploying and maintaining such features and functions) will be recovered; whether technical, operations support systems

and operational trials will be needed and how they will be conducted; and whether such features and functions will reduce the capacity of remote terminals to meet the forecasted demand for advanced services and POTS. SBC/Ameritech will approach such discussions from the presumption that it seeks to optimize the use of its network by affiliated and unaffiliated carriers and support the development of new xDSL features and functions.

Within these collaborative sessions, SBC/Ameritech will follow a process that conforms to the following framework to assess telecommunications carriers' requests and to make decisions on which requests will ultimately result in service deployment:

(a) **Customer-specific requests.** Under this process, the telecommunications carrier will submit a sufficiently detailed request for the service/functionality that it wants SBC/Ameritech to deploy. This request shall include desired network and operations functionality, service quality requirements, scope of deployment, and demand forecasts/commitments. SBC/Ameritech will develop a detailed responsive quote. The SBC/Ameritech quote will identify the technical feasibility of providing the desired service/functionality, pricing, timing of delivery and other pertinent attributes of the offering that SBC/Ameritech is able to provide in response to the customer's request.

(b) **General offerings.** SBC will establish a standing Telecommunications Carrier Product Forum to facilitate regular, ongoing customer-supplier dialogue on development and deployment of new Advanced Services/functionality using NGDLC equipment. This forum will operate on a quarterly cycle and will have both SBC/Ameritech product and technical representation, as well as equipment vendor representation as needed, in addition to telecommunications carriers participation.

SBC/Ameritech representative(s) will act as Chair of the forum and of a steering committee consisting of a single representative and alternate from each interested telecommunications carrier (or a representative of a group of carriers) actively using wholesale broadband and/or combined voice/data services deployed via NGDLC architecture. In addition, there shall be two standing subcommittees with representation from SBC/Ameritech and interested telecommunications carriers actively using wholesale broadband and/or combined voice/data services deployed via NGDLC architecture: (1) Service Definition and (2) Operations.

The Service Definition Subcommittee's responsibility will include identification of detailed service requirements including desired network and operations functionality, service quality requirements, scope of deployment, and demand forecasts. The Operations Subcommittee's responsibility will include organization, planning and execution of pre-deployment trials as well as early deployment process improvement recommendations. The role of forum leadership will include formalization of service definition and commitment to demand forecasts, plus prioritization of telecommunications carrier service/functionality requests, and service deployment business cases.

9. **Advanced Services Applicability.**

These provisions apply in the context of Advanced Services and will remain in effect so long as SBC/Ameritech is required to provide Advanced Services through a separate Advanced Services affiliate in the relevant state under Paragraph 12 of the Merger Conditions.

10. **Enforcement.**

These provisions are subject to the enforcement provisions of Section XXVIII of the Merger Conditions.

Attachment A

Performance Measurements

The following performance measurements will be applicable to the new broadband service and combined voice/data offerings. However, as these measures have been identified prior to implementation of the services and various regulatory bodies will have input, these measures are subject to possible modification.

SWBT, Ameritech and SNET Performance Measurements

OSS

1 - % Firm Order Confirmations (FOC) Received Within "X" Hours

Provisioning

4c – SBC Caused Missed Due Dates

5c - % Installation Trouble Reports within 30 days

8 – Average Installation Interval

Maintenance

11c - % Repeat Reports

12c – Mean Time to Restore

13c – Trouble Report Rate

Pacific Bell Performance Measurements

OSS

1 – Average Firm Order Confirmations (FOC) Notice Interval

Provisioning

4c – Percent of Due Dates Missed

5c – Percentage Troubles In 30 Days For New Orders

8 – Average Completed Interval

Maintenance

11c – Frequency of Repeat Troubles in 30 Day Period

12c – Average Time to Restore

13c – Customer Trouble Report Rate

August 2, 2000

Ex Parte Submission

Magalie Roman Salas, Esq.
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from Ameritech Corporation, Transferor, to SBC Communications Inc., Transferee*, CC Docket No. 98-141; ASD File No. 99-49

Dear Ms. Salas:

On Tuesday, August 1, Michael Turner, Paul Mancini, Marian Dyer, James Smith, Austin Schlick, and I on behalf of SBC, met with Dorothy Attwood, Carol Matthey, Michelle Carey, Anthony Dale, and Gerald Carlson of the Common Carrier Bureau to discuss SBC's proposed voluntary commitments relating to ownership of combination plugs/cards and OCDs.

At the request of Commission staff, SBC is filing for the public record the accompanying revised version of its proposed commitments, which was generally discussed at the August 1 meeting. In addition to typographical and clarifying changes, the revised commitments address many of the interested parties' comments on SBC's July 13, 2000 draft. Significant changes include the following:

- Paragraphs 2 and 3 now make explicit the obligation of the SBC/Ameritech incumbent LECs to provide nondiscriminatory access to the SBC/Ameritech incumbent LECs' interfaces, processes, and procedures used to order the new broadband service and combined voice and data service.
- Paragraphs 2 and 3 make clear that when a retail customer previously served by SBC/Ameritech incumbent LEC mainframe-terminated copper facilities subscribes to a retail service provisioned via the SBC/Ameritech broadband service or combined voice and data service, but the customer subsequently elects to receive Advanced Services from another carrier, upon request of that carrier, the customer will be reconnected to existing central office mainframe-terminated copper facilities.
- To facilitate identification of new features and functions, Paragraph 4(a) now provides that SBC/Ameritech will post on an Internet website its NGDLC equipment vendors' official descriptions of their equipment's capabilities. Paragraphs 4(a) and 4(b) further provide that SBC/Ameritech's rates for new features and functions will be just and reasonable.
- In Paragraph 5, the procedures surrounding Special Construction Arrangements to provide additional space in or adjacent to SBC/Ameritech remote terminals have been clarified, and those arrangements have been made subject to applicable state tariffs.
- With respect to retirement of existing copper facilities, Paragraph 7 now provides that copper made available for sale will be offered at a price that is set at the higher of 1) the net book value of such facilities as determined by Part 32 of the Commission's rules or 2) a competitive bid if more than one carrier is interested in acquiring the copper facilities. In addition, SBC is now proposing to commit that (except for Acts of God) no mainframe-terminated copper facilities overlaid by Project Pronto will be retired prior to September 1,

2001. This one-year freeze is in addition to the three-year cap on copper retirement described in the July 13 commitments.

- Paragraph 8 no longer calls for removing issues relating to access to NGDLC equipment from the collaborative process where such issues are before the Commission in a rulemaking proceeding.

SBC believes that these changes to the July 13 commitments address all reasonable concerns voiced by commenters, and should allow the Commission to act expeditiously on this matter.

Also attached for filing is a redlined version showing changes from the July 13, 2000 draft. An additional copy of this submission is enclosed as well. Please let me know if you have any questions.

Sincerely,

Priscilla Hill-Ardoin

cc: Ms. Attwood
Ms. Matthey
Ms. Carey
Mr. Dale
Mr. Carlson
Mr. Goldstein
Ms. Whitesell
Ms. Beynon
Mr. Dixon

SBC VOLUNTARY COMMITMENTS

August 2, 2000

Incumbent LECs' Ownership of Equipment to Provide Nondiscriminatory Wholesale Services to Advanced Services Providers

1. Notwithstanding Paragraph 3d or any other provision of the SBC/Ameritech Merger Conditions, and subject to the limitations set forth herein, the SBC/Ameritech incumbent LECs may own, lease, deploy, install, maintain and/or operate: 1) facilities or network equipment, including integrated Advanced Services Equipment, Next Generation Digital Loop Carrier ("NGDLC") equipment and related equipment and software that support both POTS and xDSL services and are located in remote terminals; and 2) ATM switches/Optical Concentration Devices ("OCDs") installed in central offices that are used to provide wholesale Advanced Services arrangements to affiliated and/or unaffiliated providers of Advanced Services on nondiscriminatory rates, terms, and conditions. These facilities and network equipment shall be used, in whole or in part, to provide the wholesale Advanced Services described herein and similar nondiscriminatory wholesale Advanced Services that may be offered in the future. This paragraph shall not, however, authorize the SBC/Ameritech incumbent LECs to provide retail end users with Advanced Services that the SBC/Ameritech incumbent LECs are otherwise prohibited from providing under the Merger Conditions.

2. Broadband Service Offering.

No later than September 15, 2000, the SBC/Ameritech incumbent LECs will offer all telecommunications carriers, including their separate Advanced Services affiliate(s), nondiscriminatory access to a combined wholesale broadband service where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services. The broadband service shall utilize a combined network arrangement consisting of: copper facilities from the NGDLC device deployed in remote terminals sites (includes CEVs, huts, and cabinets) to the end user location; a permanent virtual circuit that consists of ATM data transported over a common OC-3c fiber facility from the NGDLC in the remote terminal terminating on the central office fiber distribution frame and delivered to a leased affiliated or unaffiliated telecommunications carrier port on the SBC/Ameritech incumbent LEC's OCD in the serving wire center; and a port on the SBC incumbent LEC's OCD with associated cross-connects to extend the port to a point of affiliated or unaffiliated telecommunications carrier virtual or physical collocation.

The rates, terms and conditions of this end-to-end wholesale broadband service will be nondiscriminatory and such service will be priced in each state in accordance with the pricing methodology then applicable to unbundled network elements under Sections 251(c)(3) and 252(d)(1) of the Communications Act, except that the service will not be subject to geographic deaveraging. Rates charged for the broadband service will be just and reasonable. SBC will establish the performance measurements set out in Attachment A within 120 days of service implementation to track the nondiscriminatory provision of such wholesale broadband service.

In accordance with Section I.4(f) of the Merger Conditions, the SBC/Ameritech incumbent LEC must permit unaffiliated telecommunications carriers to order the broadband service offering under the same rates, terms, and conditions, and to utilize the same ordering interfaces, processes, and procedures as are made available to the separate Advanced Services Affiliates. The SBC/Ameritech incumbent LECs have and will continue to provide the SBC Advanced Services Affiliates and unaffiliated telecommunications carriers field by field usage rules, documentation, technical requirements and parameters that can be used by those carriers to interface with the SBC/Ameritech incumbent LEC ordering interfaces.

Where a retail customer previously served by SBC/Ameritech mainframe terminated copper facilities from the central office subscribes to the broadband service and subsequently elects to receive advanced services from another carrier, upon request of that carrier, the customer will be reconnected to existing central office mainframe terminated copper facilities.

3. **Combined Voice/Data Service Offering.**

Within 90 days of the Commission's concurrence with SBC/Ameritech's position on ownership issues described in Paragraph 1 above, SBC's incumbent LECs will offer to all telecommunications carriers, including their separate Advanced Services Affiliates, a combined voice and data service offering where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services. This offering will utilize an underlying voice loop provisioned over NGDLC delivered to the Main Distribution Frame ("MDF" or "mainframe"). Use of this element plus the existing fiber feeder and OCD port elements (to provision the high frequency portion of the loop) would be offered to provide a combined voice and data solution that allows a telecommunications carrier collocated in the SBC/Ameritech incumbent LEC's serving central office to provide voice and data services via a single copper facility from the remote terminal to the customer premises.

The rates, terms and conditions of this combined voice and data service will be nondiscriminatory and such service will be priced in each state in accordance with the pricing methodology then applicable to unbundled network elements under Sections 251(c)(3) and 252(d)(1) of the Communications Act, except that the service will not be subject to geographic deaveraging. Rates charged for the combined voice and data service offering will be just and reasonable. SBC will establish the performance measurements set out in Attachment A within 120 days of service implementation to track the nondiscriminatory provision of such wholesale broadband service.

In accordance with Section I.4(f) of the Merger Conditions, the SBC/Ameritech incumbent LECs must permit unaffiliated telecommunications carriers to order the combined voice and data service offering under the same rates, terms, and conditions, and to utilize the same ordering interfaces, processes, and procedures as are made available to the SBC Advanced Services Affiliates. The SBC/Ameritech incumbent LECs have and will continue to provide the SBC Advanced Services Affiliates and unaffiliated telecommunications carriers field by field usage rules, documentation, technical requirements and parameters that can be used by those carriers to interface with the SBC/Ameritech incumbent LEC ordering interfaces.

Where a retail customer previously served by SBC/Ameritech incumbent LEC mainframe terminated copper facilities from the central office subscribes to the combined voice and data service and subsequently elects to receive advanced services from another carrier, upon request of that carrier, the customer will be reconnected to existing central office mainframe terminated copper facilities.

4. **Features and Functions.**

(a) **Existing Features and Functions.** Upon request and except as described below, SBC/Ameritech incumbent LECs will make available to all telecommunications carriers (including SBC/Ameritech's separate Advanced Services affiliate(s)) all technically feasible Advanced Services features and functions of equipment (e.g., an ADLU card) installed in remote terminals where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services.

The SBC/Ameritech incumbent LEC will provide via an Internet website posting its vendor's NGDLC software and hardware release specifications. The availability of existing features and functions is subject to the factors specified in Paragraph 8 below and a determination by the SBC/Ameritech incumbent LECs, after consultation with the affected telecommunications carriers, that such features and functions would not reduce the capacity of the remote terminal so as to render the remote terminal unable to meet the forecasted demand for SBC/Ameritech's and unaffiliated telecommunications carriers' POTS

and advanced services. Rates, terms, and conditions for such features and functions will be nondiscriminatory, and rates will be just and reasonable.

Specifically, the SBC/Ameritech incumbent LEC will make available for deployment for use by affiliated and unaffiliated advanced service providers: two virtual path circuits per end user and CBR Class of Service (CoS) for xDSL on a Remote Terminal per Remote Terminal basis (if xDSL-capable) starting within six months of the Commission's concurrence with SBC/Ameritech's position on the ownership issues described in Paragraph 1 above, consistent with this paragraph and subject to the factors specified in Paragraph 8 below.

(b) **Future Features and Functions.** As to xDSL features and functions that vendors may develop in the future for use on SBC/Ameritech incumbent LEC equipment deployed in remote terminals, the SBC incumbent LECs will evaluate and discuss with interested telecommunications carriers in collaborative sessions described in Paragraph 8 below such features or functions, including in response to specific requests from telecommunications carriers, to determine whether there is a practical and technically feasible means to deploy such features and functions where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services.

The availability of such future features and functions will be subject to factors listed in Paragraph 8 below. Rates of such future features and functions will be just and reasonable and rates, terms, and conditions for deployment of such future features and functions will be nondiscriminatory and may include terms for testing, technical and market trials, and demand forecasts and commitments. Such negotiations shall be consistent with the principle that SBC/Ameritech seeks to optimize the use of its network by SBC/Ameritech and unaffiliated telecommunications carriers and supports the development of new xDSL features and functions. Deployment will be subject to a determination by the SBC/Ameritech incumbent LECs, after consultation with affected carriers, that such features and functions would not reduce the capacity of the remote terminal so as to render the remote terminal unable to meet the forecasted demand for SBC/Ameritech's and unaffiliated telecommunications carriers' POTS and Advanced Services.

Specifically, SBC/Ameritech will make G.lite available for deployment for use by affiliated and unaffiliated Advanced Services providers, on a remote terminal by remote terminal basis (if xDSL-capable) starting within six months after development and commercial availability by its vendors, consistent with this Paragraph and subject to the factors listed in Paragraph 8 below. All other future-developed features and functions such as SHDSL and other ATM qualities of service (nrt-VBR and rt-VBR) will be considered within the context of collaborative sessions described in Paragraph 8.

When making purchasing decisions with respect to future xDSL features and functions, SBC/Ameritech shall evaluate both retail and wholesale customer needs.

5. **Provision of Additional Space in or Adjacent to Remote Terminals.**

(a) **Existing Remote Terminals.** In existing remote terminals where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services, the SBC/Ameritech incumbent LECs will provide collocation in accordance with Commission rules, including requirements applicable to safety, power and heat dissipation, except that the SBC/Ameritech incumbent LECs will, where available, make space available in increments as small as a single shelf of equipment. At existing remote terminals where space is not available, no later than September 15, 2000, the SBC/Ameritech incumbent LECs will offer a Special Construction Arrangement ("SCA") process described below in response to a telecommunications carrier's request for space.

(b) **Future-Deployed Remote Terminals**

(b)(1) **Future-Deployed Huts and CEVs.** As to future-deployed SBC/Ameritech incumbent LEC huts and CEVs using a NGDLC architecture that supports both POTS and xDSL services, after September 15, 2000, the SBC/Ameritech incumbent LECs will deploy these structures (which generally serve 2,000 or more lines) so that approximately 20% of the space that can be used to install equipment in those structures for telecommunications carriers will be made available to all telecommunications carriers under the Commission's collocation rules without the need for a SCA.

(b)(2) **Future-Deployed Cabinets.** As to future-deployed SBC/Ameritech incumbent LEC cabinets using a NGDLC architecture that supports both POTS and xDSL services, no later than September 15, 2000, the SBC/Ameritech incumbent LEC will offer a SCA process described below in response to a telecommunications carrier's request for space at a new cabinet site. (Cabinets generally serve fewer than 2,000 lines.) In response to a SCA and consistent with its terms and conditions, the SBC incumbent LECs will deploy the new cabinet so that approximately 15% of the space that can be used to install equipment in such cabinet will be made available to all telecommunications carriers, or at the discretion of the SBC/Ameritech incumbent LEC, otherwise make access arrangements available using an adjacent cabinet structure. Requesting carriers will pay their proportionate share of the actual costs incurred by the SBC/Ameritech incumbent LECs for preparing and making this space available to those carriers. Costs calculated by SBC/Ameritech in accordance with the costing procedures set forth in Part 64 of the Commission's rules shall be presumed to satisfy the actual cost requirement as used in Paragraph 5. For all future-deployed cabinets using a NGDLC architecture, the SBC/Ameritech incumbent LECs will pre-plan those remote terminal sites to accommodate a future adjacent structure(s).

(c) **Special Construction Arrangement - Structures.** No later than September 15, 2000, SBC/Ameritech will establish a SCA process for processing a telecommunications carrier's request, including the request of a separate Advanced Services affiliate, for space to install the carrier's owned or leased equipment either in an existing or future deployed remote terminal or, in a newly deployed adjacent cabinet structure.

Except as provided below, the following general terms shall govern the SCA process, which shall be made available for remote terminals where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services: 1) in response to a SCA, the SBC/Ameritech incumbent LEC has the discretion to install a larger cabinet with regard to future-deployed remote terminals, to enlarge existing remote terminals, or in either case to make available an adjacent cabinet structure; 2) a telecommunications carrier requesting a SCA for a particular site shall pay all of the actual construction costs, including materials, labor, and other related costs (e.g. power and cooling, including the initial and ongoing costs to provide such power and cooling) incurred in providing such additional space in either an expanded or adjacent cabinet structure; 3) a telecommunications carrier requesting a SCA shall pay an application fee that reflects SBC/Ameritech's actual costs; 4) a telecommunications carrier requesting a SCA shall provide a down payment in an amount not less than 50% of the total estimated construction costs after the estimate has been accepted by the telecommunications carrier and before actual construction begins, with the balance payable upon completion; 5) if more than one telecommunications carrier requests additional space or adjacent cabinet structure at a given remote terminal site, costs of construction shall be allocated among the requesting telecommunications carriers in proportion to the amount of space or cabinet structure that each has requested; 6) the telecommunications carrier(s) who pay for the construction and development of such adjacent cabinet structure will own the structure, except that the issue of ownership may be negotiated between the SBC/Ameritech incumbent LEC and the telecommunications carrier(s) on a site-by-site basis; 7) regardless of which entity owns the adjacent structure, the SBC/Ameritech incumbent LECs will offer to manage adjacent cabinet structures subject to reaching an agreement on acceptable terms and conditions; 8) the SCA must be submitted at least 90 days before the requested larger cabinet or adjacent cabinet structure is to be installed; 9) the rates, terms, and conditions of SCAs shall be made available to all telecommunications carriers on a nondiscriminatory basis, provided that implementation of the SCA is technically feasible and existing POTS and Advanced Services provided by SBC/Ameritech and/or other telecommunications carriers will not be adversely affected by the SCA arrangement.

The above terms and conditions shall govern the SCA process and are subject to applicable state tariffs that specify the procedures, terms and conditions pursuant to which custom work is performed on outside plant construction and loop facility rearrangements requested by unaffiliated entities in that state. To the extent that the procedures, terms and conditions of the SCA process are inconsistent with the state tariff, the procedures, terms and conditions set forth in the applicable state tariff governing such custom work shall govern the SCA request. Nothing in these Voluntary Commitments is intended to affect the authority of state commissions to establish tariffed alternatives for the SCA process described above and in Paragraph 5(d).

(d) **Access to Copper Subloop and Dark Fiber and Associated SCA.** No later than September 15, 2000, in situations where the SBC/Ameritech incumbent LEC deploys a NGDLC architecture that supports both POTS and xDSL services, the SBC/Ameritech incumbent LECs shall provide, on a case-by-case basis, a SCA process available to a requesting telecommunications carriers, including their separate Advanced Services affiliate(s), for access to the copper subloop for the purpose of enabling the requesting carrier to connect its equipment at a remote terminal site, including an adjacent cabinet structure, with applicable copper extending to the subtending Service Area Interface(s) ("SAI"). The following general terms shall govern the SCA for access to the copper subloop and dark fiber: (1) the SBC/Ameritech incumbent LECs will either use existing copper or construct new copper facilities from the SAI(s) to the telecommunications carrier in or at a remote terminal and/or construct an engineering controlled splice (which shall be owned by the SBC/Ameritech incumbent LECs) at the remote terminal site; (2) a telecommunications carrier requesting such a SCA shall pay an application fee that reflects SBC/Ameritech's actual costs; (3) a telecommunications carrier requesting a SCA shall provide a down payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion; (4) a telecommunications carrier requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC/Ameritech will construct any engineering controlled splice requested by a telecommunications carrier in a cost-effective and efficient manner and if SBC/Ameritech elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs; (5) the requesting telecommunications carrier shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice; (6) if more than one or a subsequent telecommunications carrier obtains space in expanded remote terminals or adjacent structures and interconnects with the new copper interface point at the remote terminal, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers; (7) SBC/Ameritech may require a separate SCA for each remote terminal site; (8) the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned; and (9) the terms and conditions of such a SCA shall not discriminate among unaffiliated telecommunications carriers or SBC/Ameritech's separate Advanced Services affiliates.

The above terms and conditions shall govern the SCA process and are subject to applicable state tariffs that specify the procedures, terms and conditions pursuant to which custom work is performed on outside plant construction and loop facility rearrangements requested by unaffiliated entities in that state. To the extent that the procedures, terms and conditions of the SCA process are inconsistent with the state tariff, the procedures, terms and conditions set forth in the applicable state tariff governing such custom work shall govern the SCA request.

Where SBC/Ameritech deploys new fiber feeder facilities to support a NGDLC architecture that supports both POTS and xDSL services and in response to a completed SCA, the SBC/Ameritech incumbent LECs will terminate available spare dark fiber for telecommunications carrier(s) having equipment located at such remote terminal sites or adjacent cabinet structures consistent with applicable Commission rules.

(e) **Preservation of Existing Services.** Initiatives undertaken pursuant to these provisions are subject to developing procedures such that SBC/Ameritech's and other telecommunications carriers' existing POTS and Advanced Services and underlying network capacity are not adversely affected.

(f) **Easements and Rights-of-Way.** The availability of space in either existing, expanded or adjacent cabinet structures at remote terminal locations is subject to the availability and requirements of private easements and/or public right-of-way obligations. Telecommunications carriers are responsible for obtaining necessary easements and rights-of-way and associated fees or obligations for placing their equipment, facilities, and structures. SBC/Ameritech will cooperate in good faith with the telecommunications carrier to facilitate obtaining all such required permissions.

6. **Central Office OCD Collocation.**

Upon request from a telecommunications carrier, SBC will provide space for telecommunications carriers to collocate their own OCDs or functionally equivalent equipment used to provide Advanced Services in accordance with the Commission's collocation rules, including requirements applicable to safety, power and heat dissipation.

7. **Copper Maintenance and Notification.**

SBC/Ameritech's deployment of NGDLC architecture in remote terminals to support POTS and Advanced Services will result in a fiber overlay network, and SBC/Ameritech has no current plans or plans under development to retire mainframe terminated copper facilities related to that deployment. SBC/Ameritech has the right to manage its network facilities, including determining whether a copper facility is providing acceptable levels of service and can be economically maintained. The SBC/Ameritech incumbent LECs will continue to follow their established copper retirement policy and, as such, will consider factors including the following before retiring a mainframe terminated copper facility between the central office and the end user's premises: (1) whether the cost to maintain the copper facility for an acceptable level of service is greater than the cost to replace it with fiber and associated electronics; (2) whether public requirements force facility relocation; (3) whether all ducts and manholes are blocked and more network capacity is required on a given route; (4) whether a copper feeder cable is underutilized and the cost to maintain the copper is greater than fiber and associated electronics replacement cost; or (5) Acts of God or catastrophic failure. When making the determination whether to retire a copper facility thereof between the central office and the end user's premises, SBC/Ameritech will not give weight to whether the telecommunications carrier(s) using the copper (or that wish to use the copper) are affiliated or unaffiliated with SBC/Ameritech. Where the SBC/Ameritech incumbent LEC deploys new fiber feeder facilities to support a NGDLC architecture that supports both POTS and xDSL services and decides to retire copper related to that deployment, SBC/Ameritech will provide via an Internet website posting to local service carriers operating in SBC/Ameritech states, six months notice (with the exception of unexpected service outages and Acts of God) of any retirement of copper facilities terminated at the central office MDF. SBC/Ameritech shall offer to sell (except when ducts are blocked) such facilities that are to be retired on an "as is" basis at market-based prices to unaffiliated parties. The market-based price will be the higher of (i) the net book value of such facilities as determined by Part 32 of the Commission's Rules or (ii) a competitive bid if more than one carrier is interested in acquiring these facilities. The offer to sell such facilities need not be made on less than a sheath basis and is subject to the purchaser complying with any pole attachment, private easement, and public rights-of-way requirements. The purchaser of the copper facility also will be responsible for ongoing maintenance of the facility and resolving associated issues with other carriers that may utilize that cable.

The application of the above described copper retirement policy during the next 3 years will result in the retirement of no more than 5% of SBC/Ameritech's incumbent LECs' total mainframe terminated copper facilities in service as of September 1, 2000. In addition, except for Acts of God, no mainframe terminated copper facilities overlaid by NGDLC architecture will be retired prior to September 1, 2001.

8. **Industry Collaborative Sessions.**

No later than September 1, 2000, SBC/Ameritech incumbent LECs shall begin hosting collaborative sessions with all interested telecommunications carriers, including its separate Advanced Services affiliate(s), vendors, and other members of the telecommunications industry to address operational and technical issues regarding access to NGDLC remote terminals and new types of xDSL features and functions that may be provided via NGDLC. Any transcripts and summaries of action items that may result from such sessions will be made publicly available.

During such collaborative sessions the following types of issues will be addressed regarding features and functions that are requested to be deployed by the SBC/Ameritech incumbent LECs: technical and operational feasibility; commercial arrangements pertinent to the deployment of such features and functions and how those costs (e.g., costs of procuring, developing, provisioning, deploying and maintaining such features and functions) will be recovered; whether technical, operations support systems and operational trials will be needed and how they will be conducted; and whether such features and functions will reduce the capacity of remote terminals to meet the forecasted demand for advanced services and POTS. The SBC/Ameritech incumbent LECs will approach such discussions from the presumption that it seeks to optimize the use of their network by affiliated and unaffiliated carriers and support the development of new xDSL features and functions.

Within these collaborative sessions, SBC/Ameritech will follow a process that conforms to the following framework to assess telecommunications carriers' requests and to make decisions on which requests will ultimately result in service deployment:

(a) **Customer-specific requests.** SBC/Ameritech will also provide a process that facilitates requests by a single carrier for deployment of a desired service/functionality. Under this process, the telecommunications carrier will submit a sufficiently detailed request for the service/functionality that it wants SBC/Ameritech to deploy. This request shall include desired network and operations functionality, service quality requirements, scope of deployment, and demand forecasts/commitments. SBC/Ameritech will timely develop a detailed responsive quote. The SBC/Ameritech quote will identify the technical feasibility of providing the desired service/functionality, pricing, timing of delivery and other pertinent attributes of the offering that SBC/Ameritech is able to provide in response to the customer's request.

(b) **General offerings.** SBC/Ameritech will establish a standing Telecommunications Carrier Product Forum to facilitate regular, ongoing and expeditious customer-supplier dialogue on development and deployment of new Advanced Services/functionality using NGDLC equipment. This forum will operate on a quarterly cycle and will have both SBC/Ameritech product and technical representation, as well as equipment vendor representation as needed, in addition to telecommunications carriers participation.

SBC/Ameritech representative(s) will act as Chair of the forum and of a steering committee consisting of a single representative and alternate from each interested telecommunications carrier (or a representative of a group of carriers) actively using wholesale broadband and/or combined voice/data services deployed via NGDLC architecture. In addition, there shall be two standing subcommittees with representation from SBC/Ameritech and interested telecommunications carriers actively using wholesale broadband/or combined voice/data services deployed via NGDLC architecture: (1) Service Definition and (2) Operations.

The Service Definition Subcommittee's responsibility will include identification of detailed service requirements including desired network and operations functionality, service quality requirements, scope of deployment, and demand forecasts. The Operations Subcommittee's responsibility will include organization, planning and execution of pre-deployment trials as well as early deployment process improvement recommendations. The role of forum leadership will include formalization of service definition and commitment to demand forecasts, plus prioritization of telecommunications carrier service/functionality requests, and service deployment business cases.

9. **Advanced Services Applicability.**

These provisions apply in the context of Advanced Services and will remain in effect so long as SBC/Ameritech is required to provide Advanced Services through a separate Advanced Services affiliate in the relevant state under Paragraph 12 of the SBC-Ameritech Merger Conditions. Except to the extent expressly stated in these commitments, nothing in these commitments shall limit or waive SBC/Ameritech's existing or future rights regarding its discretion or ability to design, develop or operate its networks, including its decisions to select, own, lease, deploy, install, configure, maintain, change, upgrade and/or operate network equipment in central offices, remote terminals or other parts of the network.

10. **Enforcement.**

These provisions are subject to the enforcement provisions of Section XXVIII of the SBC-Ameritech Merger Conditions.

Attachment A

Performance Measurements

The following performance measurements will be applicable to the new broadband service and combined voice/data offerings. However, as these measures have been identified prior to implementation of the services and various regulatory bodies will have input, these measures are subject to possible modification.

SWBT, Ameritech and SNET Performance Measurements

OSS

1 - % Firm Order Confirmations (FOC) Received Within "X" Hours

Provisioning

4c – SBC Caused Missed Due Dates

5c - % Installation Trouble Reports within 30 days

8 – Average Installation Interval

Maintenance

11c - % Repeat Reports

12c – Mean Time to Restore

13c – Trouble Report Rate

Pacific Bell and Nevada Bell Performance Measurements

OSS

1 – Average Firm Order Confirmations (FOC) Notice Interval

Provisioning

4c – Percent of Due Dates Missed

5c – Percentage Troubles In 30 Days For New Orders

8 – Average Completed Interval

Maintenance

11c – Frequency of Repeat Troubles in 30 Day Period

12c – Average Time to Restore

13c – Customer Trouble Report Rate

Schedule G
SBC ILEC's Deployment Schedule for Line Sharing with SBC ILEC-owned
Splitters

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	IL	Territory - 2	ARLHILAH	Arlington Heights	1	20-Jun-00	
AIT	IL	Territory - 2	BLISILBI	Blue Island	1	27-Jul-00	
AIT	IL	Territory - 2	BLWDILBW	Bellwood	1	20-Jun-00	
AIT	IL	Territory - 2	BNSVILBV	Bensenville	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILAU	Chicago Austin	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILBE	Chicago Beverly	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILCA	Chicago Calumet	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILCL	Chicago Canal East	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILDO	Dorchester	1	20-Jun-00	
AIT	IL	Territory - 2	CHCGILED	Chicago Edgewater	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILFR	Chicago Franklin	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILHB	Chicago Humboldt	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILID	Chicago Illinois Dear	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILIR	Chicago Irving	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILKE	Chicago Kedzie	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILKI	Chicago Kildare	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILLA	Chicago Lafayette	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILLD	Chicago Lawndale	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILLR	Chicago Lakeshore	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILLW	Chicago Lakeview	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILME	Chicago Merrimac	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILMO	Chicago Monroe	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILNE	Chicago Newcastle	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILOH	Chicago Ohare	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILOK	Chicago Oakland	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILPM	Chicago Portsmouth	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILPR	Chicago Prospect	1	20-Jun-00	
AIT	IL	Territory - 2	CHCGILPU	Chicago Pullman	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILRP	Chicago Rogers Park	1	20-Jun-00	
AIT	IL	Territory - 2	CHCGILSC	Chicago South Chicago	1	27-Jul-00	
AIT	IL	Territory - 2	CHCGILST	Chicago Stewart	1	27-Aug-00	
AIT	IL	Territory - 2	CHCGILSU	Chicago Superior	1	6-Jun-00	
AIT	IL	Territory - 2	CHCGILWB	Chicago Wabash	1	6-Jun-00	
AIT	IL	Territory - 2	CHHGILCH	Chicago Heights Main	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	IL	Territory - 2	CICRILCI	Cicero	1	20-Jun-00	
AIT	IL	Territory - 2	CMCYILCC	CMCYILCC	1	27-Jul-00	
AIT	IL	Territory - 2	DSPLILXL	Des Plaines	1	20-Jun-00	
AIT	IL	Territory - 2	DWGVILDG	Downers Grove	1	6-Jun-00	
AIT	IL	Territory - 2	ECHGILEH	Chicago Heights East	1	27-Aug-00	
AIT	IL	Territory - 2	EGVGILEG	Elk Grove	1	27-Jul-00	V
AIT	IL	Territory - 2	EMHRILET	Elmhurst	1	27-Jul-00	
AIT	IL	Territory - 2	EVTNILEV	Evanston	1	20-Jun-00	
AIT	IL	Territory - 2	GLVWILGV	Glenview	1	20-Jun-00	
AIT	IL	Territory - 2	HCHLILHH	Hickory Hills	1	27-Aug-00	
AIT	IL	Territory - 2	HLSDILHD	Hillside	1	27-Aug-00	
AIT	IL	Territory - 2	HMWDILHO	Homewood	1	27-Jul-00	
AIT	IL	Territory - 2	HNDLILHI	Hinsdale	1	6-Jun-00	
AIT	IL	Territory - 2	HRVYILHA	Harvey	1	27-Aug-00	
AIT	IL	Territory - 2	LGRCILLG	LGRCILLG	1	27-Jul-00	
AIT	IL	Territory - 2	MOKNILME	Mokena	1	27-Aug-00	
AIT	IL	Territory - 2	MRGVILMG	Morton Grove	1	27-Jul-00	
AIT	IL	Territory - 2	NPVLILNA	Naperville NA	1	6-Jun-00	
AIT	IL	Territory - 2	NPVLILNE	Naperville NE	1	27-Aug-00	
AIT	IL	Territory - 2	OKBRILOA	Oakbrook	1	Assessment	
AIT	IL	Territory - 2	OKLWILOL	Oak Lawn	1	27-Jul-00	V
AIT	IL	Territory - 2	OKPKILOP	Oak Park	1	27-Jul-00	
AIT	IL	Territory - 2	ORPKILOR	Orland Park	1	27-Jul-00	
AIT	IL	Territory - 2	PLPKILPP	Palos Park	1	27-Aug-00	
AIT	IL	Territory - 2	PRRGILXL	Park Ridge	1	27-Oct-00	
AIT	IL	Territory - 2	RVDLILRD	Riverdale	1	27-Aug-00	
AIT	IL	Territory - 2	RVGVILRG	River Grove	1	27-Jul-00	
AIT	IL	Territory - 2	SCPKILSP	Schiller Park	1	27-Aug-00	V
AIT	IL	Territory - 2	SKOKILSK	Skokie	1	20-Jun-00	
AIT	IL	Territory - 2	SMMTILSM	Summit	1	27-Aug-00	
AIT	IL	Territory - 2	TNPKILTP	Tinley Park	1	20-Jun-00	
AIT	IL	Territory - 2	WLMTILWI	Wilmette	1	27-Jul-00	
AIT	IL	Territory - 2	WNTKILWN	Winnetka	1	6-Jun-00	
AIT	IL	Territory - 2	WNVLILWV	Warrenville	1	27-Aug-00	
AIT	IL	Territory - 6	ALGNILAQ	ALGONQUIN	1	27-Jul-00	
AIT	IL	Territory - 6	ALTNILAK	Alton	1	27-Oct-00	
AIT	IL	Territory - 6	ANTCILAC	ANTIOCH	1	27-Aug-00	
AIT	IL	Territory - 6	AURRILAE	AURORA	1	27-Aug-00	
AIT	IL	Territory - 6	AURRILAR	AURRILAR	1	27-Jul-00	
AIT	IL	Territory - 6	BGBKILBK	BOLLINGBROOK	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	IL	Territory - 6	BLVLILAD	BELLEVILLE	1	6-Jun-00	
AIT	IL	Territory - 6	BNTOILBA	BARRINGTON	1	27-Jul-00	
AIT	IL	Territory - 6	BNTOILAG		1	No Collocation Request	
AIT	IL	Territory - 6	BRTLILBT	BARTLETT	1	27-Jul-00	
AIT	IL	Territory - 6	CARYILCA	CARY	1	27-Jul-00	
AIT	IL	Territory - 6	CHMPILCP	CHAMPAIGN URBANA	1	6-Jun-00	
AIT	IL	Territory - 6	CHMPILCU	CHAMPAIGN URBANA	1	6-Jun-00	
AIT	IL	Territory - 6	COVLILCQ	COLLINSVILLE	1	6-Jun-00	
AIT	IL	Territory - 6	CRLKILCK	CRYSTAL LAKE	1	27-Jul-00	
AIT	IL	Territory - 6	DAVLILDA	DANVILLE	1	27-Jul-00	
AIT	IL	Territory - 6	DCTRILDC	DECATUR	1	20-Jun-00	
AIT	IL	Territory - 6	DCTRILDN	DECATUR	1	27-Jul-00	
AIT	IL	Territory - 6	DRFDILDF	DEERFIELD	1	6-Jun-00	
AIT	IL	Territory - 6	EDNDILDU	DUNDEE	1	27-Jul-00	
AIT	IL	Territory - 6	ELGNILEL	ELGIN	1	27-Jul-00	
AIT	IL	Territory - 6	EPERILPE	EPERILPE	1	20-Jun-00	
AIT	IL	Territory - 6	ESLSILBR	East St. Louis	1	27-Oct-00	
AIT	IL	Territory - 6	EWVLILER	EDWARDSVILLE	1	6-Jun-00	
AIT	IL	Territory - 6	FRFTILFB	FRANKFORT	1	27-Aug-00	
AIT	IL	Territory - 6	FXLKILFK	FOX LAKE	1	27-Jul-00	
AIT	IL	Territory - 6	GENVILGN	GENEVA	1	20-Jun-00	
AIT	IL	Territory - 6	GLELILGE	GLEN ELLYN	1	27-Jul-00	
AIT	IL	Territory - 6	GYLKILGL	GRAYS LAKE	1	27-Jul-00	
AIT	IL	Territory - 6	HFESILWL	HOFFMAN ESTATES	1	27-Jul-00	
AIT	IL	Territory - 6	HGPKILHP	HIGHLAND PARK	1	6-Jun-00	
AIT	IL	Territory - 6	HRVRILHV	Harvard	1	27-Aug-00	
AIT	IL	Territory - 6	JOLTILJO	JOLTILJO	1	27-Jul-00	
AIT	IL	Territory - 6	JOLTILJW	JOLTILJW	1	27-Aug-00	
AIT	IL	Territory - 6	KNKKILKK	KANKAKEE	1	27-Jul-00	
AIT	IL	Territory - 6	LBRDILLM	LOMBARD	1	20-Jun-00	
AIT	IL	Territory - 6	LBVLILLI	LIBERTYVILLE	1	6-Jun-00	
AIT	IL	Territory - 6	LCOPTILLP	LOCKPORT	1	27-Aug-00	
AIT	IL	Territory - 6	LEMTILLE	LEMONT	1	27-Aug-00	
AIT	IL	Territory - 6	LEMTILLN	LEMTILLN	1	27-Jul-00	
AIT	IL	Territory - 6	LKFRILFF	LAKE FOREST	1	20-Jun-00	
AIT	IL	Territory - 6	LKVLILLK	LAKEVILLA	1	27-Aug-00	
AIT	IL	Territory - 6	LKZRILLZ	LAKE ZURICH	1	27-Aug-00	
AIT	IL	Territory - 6	LSSLILLS	LA SALLE	1	27-Jul-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	IL	Territory - 6	LVPKILRN	ROCKFORD	1	20-Jun-00	
AIT	IL	Territory - 6	MCHNILMY	MCHENRY	1	27-Aug-00	
AIT	IL	Territory - 6	MONEILGK	MONEE	1	27-Aug-00	
AIT	IL	Territory - 6	NBRKILNB	NORTHBROOK	1	20-Jun-00	
AIT	IL	Territory - 6	NBRKILNT	NORTHBROOK	1	27-Aug-00	
AIT	IL	Territory - 6	NCHCILNC	NORTH CHICAGO	1	27-Aug-00	
AIT	IL	Territory - 6	OFLNILMQ	O'Fallon	1	27-Oct-00	
AIT	IL	Territory - 6	OSWGILOS	OSWEGO	1	27-Aug-00	
AIT	IL	Territory - 6	OTWAILOT	OTTAWA	1	27-Jul-00	
AIT	IL	Territory - 6	PALTILPA	PALATINE	1	20-Jun-00	
AIT	IL	Territory - 6	PEORILPB	PEORILPB	1	20-Jun-00	
AIT	IL	Territory - 6	PEORILPJ	PEORILPJ	1	20-Jun-00	
AIT	IL	Territory - 6	PEORILPN	PEORIA	1	27-Jul-00	
AIT	IL	Territory - 6	PKFSILPF	PARK FOREST	1	27-Aug-00	
AIT	IL	Territory - 6	PLFDILPL	PLAINFIELD	1	27-Aug-00	
AIT	IL	Territory - 6	QNCYILQY	QUINCY	1	27-Jul-00	
AIT	IL	Territory - 6	RCFRILRE	ROCKFORD	1	6-Jun-00	
AIT	IL	Territory - 6	RCFRILRT	ROCKFORD	1	6-Jun-00	
AIT	IL	Territory - 6	RMVLILRM	RMVLILRM	1	27-Aug-00	
AIT	IL	Territory - 6	RNLKILRL	ROUND LAKE	1	27-Aug-00	
AIT	IL	Territory - 6	RSLILRZ	ROSELLE	1	20-Jun-00	
AIT	IL	Territory - 6	SCBGILCO	SCHAUMBURG	1	27-Aug-00	
AIT	IL	Territory - 6	SCBGILRS	Palatine	1	No Collocation Request	
AIT	IL	Territory - 6	SPFDILES	SPRINGFIELD	1	6-Jun-00	
AIT	IL	Territory - 6	SPFDILSL	SPRINGFIELD	1	27-Jul-00	
AIT	IL	Territory - 6	SPFDILSW	SPRINGFIELD West	1	27-Oct-00	
AIT	IL	Territory - 6	WCHCILWC	WEST CHICAGO	1	27-Aug-00	
AIT	IL	Territory - 6	WCNDILWU	WAUCONDA	1	27-Aug-00	
AIT	IL	Territory - 6	WDSTILWS	WOODSTOCK	1	27-Aug-00	
AIT	IL	Territory - 6	WHTNILWH	WHEATON	1	6-Jun-00	
AIT	IL	Territory - 6	WKGNILWK	WAUKEGAN	1	20-Jun-00	
AIT	IL	Territory - 6	WLNGILWG	WHEELING	1	6-Jun-00	
AIT	IL	Territory - 6	ZIONILZN	ZION	1	27-Aug-00	
AIT	IN	Territory - 5	ACTNIN01	Acton	1	6-Jun-00	V
AIT	IN	Territory - 5	ARSNIN01	Anderson	1	6-Jun-00	
AIT	IN	Territory - 5	BDFRIN01	Bedford	1	6-Jun-00	
AIT	IN	Territory - 5	BLTNIN01	Bloomington	1	6-Jun-00	
AIT	IN	Territory - 5	BRBGIN01	Brownsburg	1	6-Jun-00	
AIT	IN	Territory - 5	CLMBIN01	Columbus	1	6-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	IN	Territory - 5	CRMLIN01	Carmel	1	27-Aug-00	
AIT	IN	Territory - 5	CRPNINCX	Crown Point	1	27-Oct-00	
AIT	IN	Territory - 5	DAVLIN01	Danville	1	6-Jun-00	
AIT	IN	Territory - 5	EHCINEC	East Chicago	1	27-Oct-00	
AIT	IN	Territory - 5	EVVLIN02	EVVL Greenleaf	1	27-Aug-00	
AIT	IN	Territory - 5	EVVLIN03	EVVL Harrison	1	20-Jun-00	
AIT	IN	Territory - 5	FSHRIN01	Fishers	1	30-Nov-00	V
AIT	IN	Territory - 5	GARYINGO	Gary	1	15-Jan-01	
AIT	IN	Territory - 5	GNFDIN01	Greenfield	1	20-Jun-00	
AIT	IN	Territory - 5	GNWDIN01	Greenwood	1	20-Jun-00	
AIT	IN	Territory - 5	HMNDINHE	Hammond East	1	20-Jun-00	
AIT	IN	Territory - 5	HMNDINHW	Hammond West	1	27-Oct-00	
AIT	IN	Territory - 5	IPLSIN01	IPLS Melrose	1	27-Aug-00	
AIT	IN	Territory - 5	IPLSIN02	IPLS Liberty	1	20-Jun-00	
AIT	IN	Territory - 5	IPLSIN03	IPLS Fleetwood	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN04	IPLS Clifford	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN06	IPLS Walnut	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN07	IPLS Axminster	1	27-Aug-00	
AIT	IN	Territory - 5	IPLSIN08	IPLS Chapel	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN09	IPLS State	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN10	IPLS Twinbrook	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN18	IPLS Westwood	1	27-Jul-00	
AIT	IN	Territory - 5	IPLSIN21	IPLS Trinity	1	30-Nov-00	V
AIT	IN	Territory - 5	JFVLIN01	Jeffersonville	1	27-Jul-00	
AIT	IN	Territory - 5	KOKMIN01	Kokomo	1	27-Jul-00	
AIT	IN	Territory - 5	KOKMIN02	Kokomo South	1	27-Jul-00	
AIT	IN	Territory - 5	MCCYIN01	Michigan City	1	27-Jul-00	
AIT	IN	Territory - 5	MSHWIN02	Mishawaka	1	27-Jul-00	
AIT	IN	Territory - 5	MUNCIN01	Muncie	1	27-Jul-00	
AIT	IN	Territory - 5	NBVLIN01	Noblesville	1	27-Jul-00	
AIT	IN	Territory - 5	NWALIN01	New Albany	1	27-Jul-00	
AIT	IN	Territory - 5	NWBRIN01	Newburgh	1	27-Aug-00	
AIT	IN	Territory - 5	NWCSIN01	New Castle	1	27-Aug-00	
AIT	IN	Territory - 5	NWPLIN01	New Palestine	1	27-Aug-00	V
AIT	IN	Territory - 5	OKLNIN01	Oaklondon	1	1-Dec-00	V
AIT	IN	Territory - 5	PERUIN01	Peru	1	27-Aug-00	
AIT	IN	Territory - 5	PLFDIN01	Plainfield	1	27-Aug-00	
AIT	IN	Territory - 5	SBNDIN01	South Bend Main	1	27-Aug-00	
AIT	IN	Territory - 5	SBNDIN03	South Bend South	1	27-Aug-00	
AIT	IN	Territory - 5	SBNDIN04	South Bend North	1	6-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	IN	Territory - 5	SCVLINDY	Dyer Schererville	1	27-Aug-00	
AIT	IN	Territory - 5	SHVLIN01	Shelbyville	1	27-Aug-00	
AIT	IN	Territory - 5	WNTNIN01	West Newton	1	27-Aug-00	
AIT	IN	Territory - 5	ZIVLIN01	Zionsville	1	27-Aug-00	
AIT	MI	Territory - 1	BNHRMIMN	Benton Harbor	1	6-Jun-00	
AIT	MI	Territory - 1	CLDNMICL	Caledonia	1	20-Jun-00	
AIT	MI	Territory - 1	CMPKMICP	Comstock Park	1	20-Jun-00	
AIT	MI	Territory - 1	GDRPMIBL	Grand Rapids BL	1	6-Jun-00	
AIT	MI	Territory - 1	GDRPMIEP	Grand Rapids EP	1	6-Jun-00	
AIT	MI	Territory - 1	GDRPMISO	Grand Rapids SO	1	6-Jun-00	
AIT	MI	Territory - 1	GDRPMIWS	Grand Rapids WS	1	6-Jun-00	
AIT	MI	Territory - 1	GNVLMIMN	Greenville	1	20-Jun-00	
AIT	MI	Territory - 1	GRHVMIMN	Grand Haven	1	6-Jun-00	
AIT	MI	Territory - 1	HDVLMIMN	Hudsonville	1	6-Jun-00	
AIT	MI	Territory - 1	HLLDMIMN	Holland	1	6-Jun-00	
AIT	MI	Territory - 1	HLLDMINR	Holland NR	1	6-Jun-00	
AIT	MI	Territory - 1	KLMZMIFA	Kalamazoo	1	6-Jun-00	
AIT	MI	Territory - 1	LWLLMIMN	Lowell	1	20-Jun-00	
AIT	MI	Territory - 1	NILSMIMN	Niles	1	6-Jun-00	
AIT	MI	Territory - 1	OSHTMIWS	Oshtemo	1	6-Jun-00	
AIT	MI	Territory - 1	PRTGMILK	Portage Lake	1	6-Jun-00	
AIT	MI	Territory - 1	RCFRMIMN	Rockford	1	6-Jun-00	
AIT	MI	Territory - 1	STJSMISO	St Joseph SO	1	6-Jun-00	
AIT	MI	Territory - 1	TRCYMIMN	Traverse City	1	6-Jun-00	
AIT	MI	Territory - 1	WYNGMILX	Wyoming Lenox	1	6-Jun-00	
AIT	MI	Territory - 1	ZELDMIZL	Zeeland	1	20-Jun-00	
AIT	MI	Territory - 3	ABHGMIMN	Auburn Heights	1	27-Jul-00	
AIT	MI	Territory - 3	ANARMIMN	Ann Arbor	1	20-Jun-00	
AIT	MI	Territory - 3	ANARMISE	Ann Arbor SE	1	20-Jun-00	
AIT	MI	Territory - 3	BITNMIES	Brighton ES	1	27-Jul-00	
AIT	MI	Territory - 3	BLVLMIBV	Belleville	1	27-Jul-00	
AIT	MI	Territory - 3	BRHMMIMN	Birmingham	1	20-Jun-00	
AIT	MI	Territory - 3	BTCKMIBC	Battle Creek Main	1	27-Oct-00	
AIT	MI	Territory - 3	BTNGMIPG	Burton	1	27-Aug-00	
AIT	MI	Territory - 3	BYCTMIMN	Byron Center	1	27-Aug-00	
AIT	MI	Territory - 3	BYCYMIMN	Bay City	1	27-Jul-00	
AIT	MI	Territory - 3	CHRLMIMN	Charlotte	1	27-Aug-00	
AIT	MI	Territory - 3	CKTNMIMN	Clarkston	1	27-Jul-00	
AIT	MI	Territory - 3	CMRCMICM	Commerce	1	27-Jul-00	
AIT	MI	Territory - 3	CMRCMINR	Commerce NR	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	MI	Territory - 3	CNLNMIMN	Centerline	1	27-Aug-00	
AIT	MI	Territory - 3	DRBRMIDB	Dearborn	1	20-Jun-00	
AIT	MI	Territory - 3	DRBRMIFB	DRBR Fairborn	1	27-Aug-00	
AIT	MI	Territory - 3	DRBRMIOR	DRBR Oregon	1	27-Aug-00	
AIT	MI	Territory - 3	DRPLMIDP	Drayton Plains	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMIBH	Detroit Headquarters	1	27-Jul-00	
AIT	MI	Territory - 3	DTRTMICL	Detroit Columbia	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMIHG	Detroit Hogarth	1	27-Oct-00	
AIT	MI	Territory - 3	DTRTMILX	Detroit Lenox	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMIMD	Detroit Madison	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMINI	Detroit Niagara	1	27-Jul-00	
AIT	MI	Territory - 3	DTRTMIPE	Detroit Plaza	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMIPG	Detroit Pingree	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMIRF	Detroit Redford	1	20-Jun-00	
AIT	MI	Territory - 3	DTRTMIRV	Detroit Riverfront	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMITE	Detroit Tyler	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMITW	Detroit Twinbrook	1	27-Aug-00	
AIT	MI	Territory - 3	DTRTMIUV	Detroit University	1	27-Jul-00	
AIT	MI	Territory - 3	DTRTMIVT	Detroit Vermont	1	27-Jul-00	
AIT	MI	Territory - 3	DTRTMIVW	Detroit Vinewood	1	27-Aug-00	
AIT	MI	Territory - 3	ELNSMIMN	East Lansing	1	20-Jun-00	
AIT	MI	Territory - 3	FLNTMIMN	Flint	1	27-Jul-00	
AIT	MI	Territory - 3	FLNTMINR	Flint North	1	27-Oct-00	
AIT	MI	Territory - 3	FLNTMINW	Flint NW	1	27-Jul-00	
AIT	MI	Territory - 3	FLRKMIFR	Flat Rock	1	27-Aug-00	
AIT	MI	Territory - 3	FMHLMIFH	Farmington Hills	1	27-Jul-00	
AIT	MI	Territory - 3	FNTNMIMN	Fenton	1	27-Aug-00	
AIT	MI	Territory - 3	FRTNMIMN	Farmington	1	27-Jul-00	
AIT	MI	Territory - 3	GDRPMIES	Grand Rapids ES	1	6-Jun-00	
AIT	MI	Territory - 3	GRBLMIMN	Grand Blanc	1	27-Aug-00	
AIT	MI	Territory - 3	HGPKMITS	Highland Park	1	27-Aug-00	
AIT	MI	Territory - 3	HOLTMIHE	Holt	1	27-Aug-00	
AIT	MI	Territory - 3	HOWLMIMN	Howell	1	27-Aug-00	
AIT	MI	Territory - 3	JCSNMIMN	Jackson	1	27-Jul-00	
AIT	MI	Territory - 3	LIVNMIMN	Livonia	1	20-Jun-00	
AIT	MI	Territory - 3	LIVNMINW	Livonia MW	1	27-Jul-00	
AIT	MI	Territory - 3	LKORMILO	Lake Orion	1	27-Aug-00	
AIT	MI	Territory - 3	LNNGMIMN	Lansing	1	27-Jul-00	
AIT	MI	Territory - 3	LNNGMINW	Lansing NW	1	27-Aug-00	V
AIT	MI	Territory - 3	LNNGMISO	Lansing SO	1	27-Jul-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	MI	Territory - 3	LNPKMIAT	Lincoln Park	1	27-Jul-00	
AIT	MI	Territory - 3	MDLDMIMN	Midland	1	20-Jun-00	
AIT	MI	Territory - 3	MONRMIMN	Monroe	1	27-Aug-00	
AIT	MI	Territory - 3	MTCLMICL	Mount Clemens CL	1	27-Jul-00	
AIT	MI	Territory - 3	MTCLMIMN	Mount Clemens	1	27-Jul-00	
AIT	MI	Territory - 3	MTCLMINR	Mount Clemens NR	1	27-Aug-00	
AIT	MI	Territory - 3	NBMRMIMN	New Baltimore	1	27-Aug-00	
AIT	MI	Territory - 3	NRVLMIMN	Northville	1	27-Jul-00	
AIT	MI	Territory - 3	OKMSMIMN	Okemos	1	27-Aug-00	
AIT	MI	Territory - 3	OXFRMIOX	Oxford	1	27-Aug-00	
AIT	MI	Territory - 3	PLMOMIMN	Plymouth	1	20-Jun-00	
AIT	MI	Territory - 3	PNTCMIMN	Pontiac	1	27-Aug-00	
AIT	MI	Territory - 3	PNTCMINE	Pontiac NE	1	27-Jul-00	
AIT	MI	Territory - 3	PNTCMIWS	Pontiac WS	1	27-Jul-00	
AIT	MI	Territory - 3	PTHRMIMN	Port Huron	1	27-Jul-00	
AIT	MI	Territory - 3	ROCHMIMN	Rochester	1	27-Jul-00	
AIT	MI	Territory - 3	RSVLMIMN	Roseville	1	20-Jun-00	
AIT	MI	Territory - 3	RSVLMINR	Roseville NR	1	27-Jul-00	
AIT	MI	Territory - 3	RYLOMIMN	Royal Oak	1	6-Jun-00	
AIT	MI	Territory - 3	SFLDMIMN	Southfield	1	20-Jun-00	
AIT	MI	Territory - 3	SFLDMIOK	Southfield Oakfield	1	27-Jul-00	
AIT	MI	Territory - 3	SGNWMIFA	Saginaw	1	27-Jul-00	
AIT	MI	Territory - 3	SGNWMIWS	Saginaw WS	1	27-Jul-00	
AIT	MI	Territory - 3	TAYLMIWK	Taylor Wick	1	27-Aug-00	
AIT	MI	Territory - 3	TRENMIMN	Trenton	1	27-Jul-00	
AIT	MI	Territory - 3	TROYMIMN	Troy Main	1	20-Jun-00	
AIT	MI	Territory - 3	TROYMISM	Troy Somerset	1	27-Jul-00	
AIT	MI	Territory - 3	UTICMIMN	Utica	1	27-Jul-00	
AIT	MI	Territory - 3	WASHMIWA	Washington	1	27-Aug-00	
AIT	MI	Territory - 3	WAYNMIMN	Wayne	1	27-Jul-00	
AIT	MI	Territory - 3	WAYNMINW	Wayne NW	1	27-Jul-00	
AIT	MI	Territory - 3	WBFDMIMN	West Bloomfield	1	20-Jun-00	
AIT	MI	Territory - 3	WDLKMIMN	Walled Lake	1	27-Aug-00	
AIT	MI	Territory - 3	WRRNMIMN	Warren	1	27-Jul-00	
AIT	MI	Territory - 3	WRRNMITL	Warren Techline	1	27-Aug-00	
AIT	MI	Territory - 3	WYNDMIMN	Wyandotte	1	27-Jul-00	
AIT	MI	Territory - 3	YPSLMIMN	Ypsilanti	1	27-Aug-00	
AIT	OH	Territory - 4	AKRNOH25	Akron 25	1	27-Jul-00	
AIT	OH	Territory - 4	AKRNOH72	Akron 72	1	27-Aug-00	
AIT	OH	Territory - 4	AKRNOH78	Akron 78	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	OH	Territory - 4	AKRNOH86	Akron 86	1	20-Jun-00	
AIT	OH	Territory - 4	BCVLOH52	Brecksville	1	6-Jun-00	
AIT	OH	Territory - 4	BCWDOH46	Beachwood	1	6-Jun-00	
AIT	OH	Territory - 4	BDFROH23	Bedford	1	27-Jul-00	
AIT	OH	Territory - 4	BDMNOH75	Boardman	1	27-Aug-00	
AIT	OH	Territory - 4	BEREOH23	Berea	1	6-Jun-00	
AIT	OH	Territory - 4	BKPKOH26	Brookpark	1	27-Jul-00	
AIT	OH	Territory - 4	BRTNOH74	Barbertown 74	1	27-Aug-00	
AIT	OH	Territory - 4	BRTNOH82	Barbertown 82	1	27-Aug-00	
AIT	OH	Territory - 4	CHFLOH24	Chagrin Falls	1	6-Jun-00	
AIT	OH	Territory - 4	CLEVOH25	Cleveland 25	1	27-Jul-00	
AIT	OH	Territory - 4	CLEVOH42	Cleveland 42	1	20-Jun-00	
AIT	OH	Territory - 4	CLEVOH43	Cleveland 43	1	27-Aug-00	
AIT	OH	Territory - 4	CLEVOH53	Cleveland 53	1	27-Jul-00	
AIT	OH	Territory - 4	CLEVOH62	Cleveland 62	1	27-Aug-00	
AIT	OH	Territory - 4	CLEVOH63	Cleveland 63	1	27-Aug-00	
AIT	OH	Territory - 4	CLEVOH64	Cleveland 64	1	27-Jul-00	
AIT	OH	Territory - 4	CLEVOH74	Cleveland 74	1	20-Jun-00	
AIT	OH	Territory - 4	CLHGOH32	Cleveland Heights	1	20-Jun-00	
AIT	OH	Territory - 4	CLMBOH11	Columbus Downtown	1	6-Jun-00	
AIT	OH	Territory - 4	CLMBOH23	Columbus 23	1	27-Jul-00	
AIT	OH	Territory - 4	CLMBOH25	Columbus 25	1	27-Aug-00	
AIT	OH	Territory - 4	CLMBOH26	Columbus 26	1	6-Jun-00	
AIT	OH	Territory - 4	CLMBOH27	Columbus 27	1	27-Jul-00	
AIT	OH	Territory - 4	CLMBOH29	Columbus 29	1	27-Jul-00	
AIT	OH	Territory - 4	CLMBOH44	Columbus 44	1	27-Aug-00	
AIT	OH	Territory - 4	CLMBOH47	Columbus Gahanna	1	20-Jun-00	
AIT	OH	Territory - 4	CLMBOH86	Columbus Reynoldsburg	1	6-Jun-00	
AIT	OH	Territory - 4	CNFDOH02	Canfield	1	27-Aug-00	
AIT	OH	Territory - 4	CNTMOH43	Centerville	1	6-Jun-00	
AIT	OH	Territory - 4	CNTNOH45	Canton 45	1	6-Jun-00	
AIT	OH	Territory - 4	CNWIOH83	Canal Winchester	1	27-Jul-00	
AIT	OH	Territory - 4	CVTPOH02	Coventry	1	27-Aug-00	
AIT	OH	Territory - 4	CYFLOH92	Cuyahoga Falls	1	27-Jul-00	
AIT	OH	Territory - 4	DBLNOH89	Dublin	1	6-Jun-00	
AIT	OH	Territory - 4	DYNOH23	Dayton 23	1	27-Aug-00	
AIT	OH	Territory - 4	DYTNOH22	Dayton Downtown	1	20-Jun-00	
AIT	OH	Territory - 4	DYTNOH23	Dayton 23	1	27-Jul-00	
AIT	OH	Territory - 4	DYTNOH25	Dayton 25	1	20-Jun-00	
AIT	OH	Territory - 4	DYTNOH26	Dayton 26	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	OH	Territory - 4	DYTNOH27	Dayton 27	1	27-Jul-00	
AIT	OH	Territory - 4	DYTNOH29	Dayton 29	1	6-Jun-00	
AIT	OH	Territory - 4	DYTNOH89	Dayton Vandalia	1	27-Jul-00	
AIT	OH	Territory - 4	ECLDOH73	Euclid	1	6-Jun-00	
AIT	OH	Territory - 4	FKLNOH01	Franklin	1	27-Aug-00	
AIT	OH	Territory - 4	FNDYOH42	Findlay	1	27-Jul-00	
AIT	OH	Territory - 4	FRBNOH87	Fairborn	1	27-Jul-00	
AIT	OH	Territory - 4	FVPWOH88	Five Points	1	27-Aug-00	
AIT	OH	Territory - 4	GVCYOH87	Grove City	1	27-Aug-00	V
AIT	OH	Territory - 4	HLLDOH11	Holland	1	27-Jul-00	
AIT	OH	Territory - 4	HLRDOH87	Hilliard	1	27-Jul-00	
AIT	OH	Territory - 4	INDPOH52	Independence	1	27-Aug-00	
AIT	OH	Territory - 4	KENTOH67	Kent	1	27-Aug-00	
AIT	OH	Territory - 4	LCKBOH49	Lockbourne	1	27-Aug-00	
AIT	OH	Territory - 4	LKWDOH52	Lakewood	1	27-Jul-00	
AIT	OH	Territory - 4	LNC SOH65	Lancaster	1	27-Jul-00	
AIT	OH	Territory - 4	LRTPOH75	Liberty Township	1	27-Aug-00	
AIT	OH	Territory - 4	MAUMOH11	Maumee	1	27-Aug-00	
AIT	OH	Territory - 4	MDTWOH42	Middletown	1	27-Jul-00	
AIT	OH	Territory - 4	MMBGOH86	Miamisburg	1	27-Aug-00	
AIT	OH	Territory - 4	MNTROH25	Mentor	1	20-Jun-00	
AIT	OH	Territory - 4	MOTLOH25	Mentor on the Lake	1	27-Jul-00	
AIT	OH	Territory - 4	MPHGOH66	Maple Heights	1	27-Jul-00	
AIT	OH	Territory - 4	MSLNOH02	Massillon	1	27-Jul-00	
AIT	OH	Territory - 4	MYHGOH44	Mayfield Heights	1	20-Jun-00	
AIT	OH	Territory - 4	NCTNOH49	North Canton	1	6-Jun-00	
AIT	OH	Territory - 4	NILSOH65	Niles	1	27-Aug-00	
AIT	OH	Territory - 4	NOLMOH77	North Olmsted	1	27-Jul-00	
AIT	OH	Territory - 4	NRTNOH23	North Royalton	1	27-Jul-00	
AIT	OH	Territory - 4	NWALOH85	New Albany	1	27-Aug-00	
AIT	OH	Territory - 4	NWRMOH66	New Rome	1	27-Jul-00	
AIT	OH	Territory - 4	OLFLOH23	Olmsted Falls	1	27-Jul-00	
AIT	OH	Territory - 4	ORGNOH69	Oregon	1	20-Jun-00	
AIT	OH	Territory - 4	PARMOH88	Parma	1	6-Jun-00	
AIT	OH	Territory - 4	PNVLOH35	Painesville	1	27-Jul-00	
AIT	OH	Territory - 4	PRBGOH14	Perrysburg 14	1	27-Aug-00	
AIT	OH	Territory - 4	PRBGOH66	Perrysburg 66	1	27-Aug-00	
AIT	OH	Territory - 4	PRHGOH47	Perry Heights	1	27-Aug-00	
AIT	OH	Territory - 4	RKRVOH33	Rocky River	1	27-Jul-00	
AIT	OH	Territory - 4	RVNNOH02	Ravenna	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	OH	Territory - 4	SECLOH38	South Euclid	1	27-Jul-00	
AIT	OH	Territory - 4	SGVLOH23	Strongsville	1	20-Jun-00	
AIT	OH	Territory - 4	SHHGOH92	Shaker Heights	1	20-Jun-00	
AIT	OH	Territory - 4	SNDSOH62	Sandusky	1	27-Jul-00	
AIT	OH	Territory - 4	SOLNOH24	Solon	1	27-Jul-00	
AIT	OH	Territory - 4	SPFDOH32	Springfield 32	1	6-Jun-00	
AIT	OH	Territory - 4	SPFDOH39	Springfield 39	1	27-Aug-00	
AIT	OH	Territory - 4	STOWOH68	Stow	1	27-Aug-00	
AIT	OH	Territory - 4	STRTOH75	Struthers	1	27-Aug-00	
AIT	OH	Territory - 4	TLMDOH63	Talmadge	1	27-Aug-00	
AIT	OH	Territory - 4	TOLDOH21	Toledo 21	1	20-Jun-00	
AIT	OH	Territory - 4	TOLDOH38	Toledo 38	1	20-Jun-00	
AIT	OH	Territory - 4	TOLDOH40	Toledo 40	1	27-Aug-00	
AIT	OH	Territory - 4	TOLDOH47	Toledo 47	1	6-Jun-00	
AIT	OH	Territory - 4	TOLDOH53	Toledo 53	1	27-Aug-00	
AIT	OH	Territory - 4	TOLDOH72	Toledo 72	1	27-Aug-00	
AIT	OH	Territory - 4	UNTWOH69	Uniontown	1	27-Aug-00	
AIT	OH	Territory - 4	UPAROH45	UP Arlington 45	1	6-Jun-00	
AIT	OH	Territory - 4	UPAROH48	UP Arlington 48	1	20-Jun-00	
AIT	OH	Territory - 4	WEVLOH88	Westerville 88	1	6-Jun-00	
AIT	OH	Territory - 4	WLGHOH94	Willoughby	1	20-Jun-00	
AIT	OH	Territory - 4	WOTNOH88	Worthington	1	6-Jun-00	
AIT	OH	Territory - 4	WSLKOH87	Westlake	1	20-Jun-00	
AIT	OH	Territory - 4	XENIOH37	Xenia	1	27-Aug-00	
AIT	OH	Territory - 4	YNTWOH74	Youngstown 74	1	27-Jul-00	
AIT	OH	Territory - 4	YNTWOH78	Youngstown 78	1	27-Jul-00	
AIT	OH	Territory - 4	YNTWOH79	Youngstown 79	1	20-Jun-00	
AIT	OH	Territory - 4	ZMMNOH42	Beavercreek	1	27-Jul-00	
AIT	OH	Territory - 4	ZNVLOH45	Zanesville	1	27-Jul-00	
AIT	WI	Territory - 1	APPLWI01	Appleton	1	6-Jun-00	
AIT	WI	Territory - 1	BELTWI01	Beloit	1	27-Jul-00	
AIT	WI	Territory - 1	BVDMWI01	Beaver Dam	1	27-Aug-00	
AIT	WI	Territory - 1	CDBGWI15	Cedarburg	1	27-Jul-00	
AIT	WI	Territory - 1	CHFLWI11	Chippewa Falls	1	27-Aug-00	
AIT	WI	Territory - 1	DEPRWI11	De Pere	1	27-Aug-00	
AIT	WI	Territory - 1	EUCLWI01	Eau Claire	1	6-Jun-00	
AIT	WI	Territory - 1	FDULWI01	Fond Du Lac	1	27-Jul-00	
AIT	WI	Territory - 1	GNBYWI01	Green Bay Jefferson	1	27-Aug-00	
AIT	WI	Territory - 1	GNBYWI11	Green Bay Ridge Rd	1	27-Jul-00	
AIT	WI	Territory - 1	GNBYWI12	Green Bay Ridge Rd	1	27-Aug-00	

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Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
AIT	WI	Territory - 1	HBTSWI11	Hubertus	1	6-Jun-00	
AIT	WI	Territory - 1	HRLDWI11	Hartland	1	27-Jul-00	
AIT	WI	Territory - 1	JCSNWI11	Jackson	1	27-Jul-00	
AIT	WI	Territory - 1	JNVLWI01	Janesville	1	6-Jun-00	
AIT	WI	Territory - 1	KENOWI01	Kenosha 10th Avenue	1	27-Jul-00	
AIT	WI	Territory - 1	KENOWI11	Kenosha 39th Ave	1	27-Jul-00	
AIT	WI	Territory - 1	LCHTWI11	Little Chute	1	27-Aug-00	
AIT	WI	Territory - 1	LKGNWI01	Lake Geneva	1	27-Aug-00	
AIT	WI	Territory - 1	MDSNWI11	Madison Main St	1	20-Jun-00	
AIT	WI	Territory - 1	MDSNWI12	Madison Kedzie St.	1	20-Jun-00	
AIT	WI	Territory - 1	MDSNWI13	Madison Sylvan Av	1	27-Jul-00	
AIT	WI	Territory - 1	MDSNWI14	Madison Pflaum Rd	1	27-Jul-00	
AIT	WI	Territory - 1	MDSNWI16	Madison Black Oak	1	6-Jun-00	
AIT	WI	Territory - 1	MILWWI10	Milwaukee Grange Ave	1	20-Jun-00	
AIT	WI	Territory - 1	MILWWI12	Milwaukee Aetna Ct	1	27-Aug-00	
AIT	WI	Territory - 1	MILWWI13	Milwaukee Broadway	1	27-Aug-00	
AIT	WI	Territory - 1	MILWWI16	Milwaukee County Line	1	20-Jun-00	
AIT	WI	Territory - 1	MILWWI17	Milwaukee Wright St	1	27-Aug-00	
AIT	WI	Territory - 1	MILWWI22	Milwaukee Capital Dr	1	20-Jun-00	
AIT	WI	Territory - 1	MILWWI23	Milwaukee Good Hope Rd	1	20-Jun-00	
AIT	WI	Territory - 1	MILWWI25	Milwaukee Forest Home	1	6-Jun-00	
AIT	WI	Territory - 1	MILWWI27	Milwaukee 41st St	1	27-Jul-00	
AIT	WI	Territory - 1	MILWWI28	Milwaukee Fond Du Lac	1	6-Jun-00	
AIT	WI	Territory - 1	MILWWI30	Milwaukee Cleveland Ave	1	6-Jun-00	
AIT	WI	Territory - 1	MILWWI31	Milwaukee Pilgram Rd	1	20-Jun-00	
AIT	WI	Territory - 1	MILWWI34	Milwaukee S. 26th St	1	27-Aug-00	
AIT	WI	Territory - 1	MILWWI42	Milwaukee Logan Ave	1	20-Jun-00	
AIT	WI	Territory - 1	MILWWI45	Milwaukee Fairway Dr	1	6-Jun-00	
AIT	WI	Territory - 1	MILWWI48	Milwaukee N. 26th St	1	27-Aug-00	
AIT	WI	Territory - 1	MILWWI56	Milwaukee Howell Ave	1	27-Jul-00	
AIT	WI	Territory - 1	MNFLWI32	Menomonee Falls	1	27-Jul-00	
AIT	WI	Territory - 1	MNMNWI11	Menomonie	1	27-Aug-00	
AIT	WI	Territory - 1	MNTWWI01	Manitowoc	1	27-Aug-00	
AIT	WI	Territory - 1	MSKGWI36	Muskego	1	27-Aug-00	
AIT	WI	Territory - 1	NENHWI11	Neenah	1	27-Jul-00	
AIT	WI	Territory - 1	OCNMWI11	Oconomowoc	1	27-Aug-00	
AIT	WI	Territory - 1	OSHKWI01	Oshkosh	1	20-Jun-00	
AIT	WI	Territory - 1	PEWKWI40	Pewk Wisconsin Ave	1	27-Jul-00	
AIT	WI	Territory - 1	PRSDWI11	Parkside	1	27-Aug-00	

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AIT	WI	Territory - 1	PTWAWI11	Port Washington	1	27-Aug-00	
AIT	WI	Territory - 1	RACNWI01	Racine 7th St	1	20-Jun-00	
AIT	WI	Territory - 1	RACNWI11	Racine Four Mile Rd	1	27-Jul-00	
AIT	WI	Territory - 1	SGTNWI11	Stoughton	1	27-Aug-00	
AIT	WI	Territory - 1	SHBYWI01	Sheboygan	1	27-Jul-00	
AIT	WI	Territory - 1	STPTWI01	Stevens Point	1	27-Jul-00	
AIT	WI	Territory - 1	STRTWI11	Sturtevant	1	27-Aug-00	
AIT	WI	Territory - 1	WBNDWI01	West Bend	1	27-Jul-00	
AIT	WI	Territory - 1	WKSHWI47	Waukesha	1	6-Jun-00	

Assessment = office being reviewed to determine availability of space for deployment of ILEC owned equipment.

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Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
NB	NV	Nevada	CRCYNV01	CARSON CITY	1	6-Jun-00	
NB	NV	Nevada	INVGNV11	INCLINE VILLAGE	1	27-Oct-00	
NB	NV	Nevada	RENONV02	RENO	1	6-Jun-00	
NB	NV	Nevada	RENONV12	RENO	1	6-Jun-00	
NB	NV	Nevada	RENONV13	RENO	1	6-Jun-00	
NB	NV	Nevada	RENONV14	RENO	1	6-Jun-00	
NB	NV	Nevada	SNVYNV11	SUN VALLEY	1	6-Jun-00	
NB	NV	Nevada	SPRKNV11	SPARKS	1	6-Jun-00	
NB	NV	Nevada	STEDNV11	STEAD	1	6-Jun-00	

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Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
PB	CA	Los Angeles	AGORCA11	Agoura	1	6-Jun-00	
PB	CA	Bay	ALBYCA11	Albany	1	27-Jul-00	
PB	CA	Los Angeles	ALHBCA01	Alhambra	1	27-Jul-00	
PB	CA	Bay	ALMDCA11	Central	1	27-Jul-00	
PB	CA	South Counties	ALPICA12	Alpine	1	22-Jan-01	
PB	CA	Sacramento	ANGWCA11	Angwin	1	No Collocation Request	
PB	CA	South Counties	ANHMCA01	ANHM Lemon	1	9-Jun-00	
PB	CA	South Counties	ANHMCA11	ANHM Cypress	1	9-Jun-00	
PB	CA	South Counties	ANHMCA12	ANHM La Palma	1	9-Jun-00	
PB	CA	Bay	ANTCCA11	Antioch	1	27-Aug-00	
PB	CA	Sacramento	APTSCA12	Aptos	1	27-Aug-00	
PB	CA	Los Angeles	ARCDCA11	Arcadia	1	27-Jul-00	
PB	CA	Sacramento	ARCTCA11	Arcata	1	30-Jan-01	
PB	CA	Sacramento	ARGRCA12	Arroyo Grande	1	27-Aug-00	
PB	CA	Sacramento	ARSNCA11	Anderson	1	22-Jan-01	
PB	CA	South Counties	ARTNCA11	Arlington	1	27-Jul-00	
PB	CA	Sacramento	ATSCCA11	Atascadero	1	19-Jun-00	
PB	CA	Sacramento	ATWRCA12	Atwater	1	27-Aug-00	
PB	CA	Sacramento	AUBNCA01	Auburn Main	1	20-Jun-00	
PB	CA	South Counties	BALBCA01	Balboa	1	9-Jun-00	
PB	CA	Sacramento	BDBACA11	Bodega Bay	1	No Collocation Request	
PB	CA	Los Angeles	BELLCA11	Bell	1	27-Aug-00	
PB	CA	Sacramento	BKFDCA11	Bakersfield	1	1-Oct-00	
PB	CA	Sacramento	BKFDCA12	Bakersfield Fairview	1	27-Oct-00	
PB	CA	Sacramento	BKFDCA13	Bakersfield Columbus	1	27-Oct-00	
PB	CA	Sacramento	BKFDCA14	Temple	1	20-Jun-00	
PB	CA	Sacramento	BKFDCA17	West	1	20-Jun-00	
PB	CA	Sacramento	BKFDCA19	Bakersfield	1	22-Jan-01	
PB	CA	Bay	BKLYCA01	Berkeley	1	20-Jun-00	
PB	CA	Sacramento	BLCKCA11	Boulder Creek	1	27-Aug-00	
PB	CA	Sacramento	BNCICA11	Benicia	1	27-Aug-00	
PB	CA	South Counties	BNPKCA11	Buna Park	1	27-Jul-00	
PB	CA	Los Angeles	BRBNCA11	Burbank	1	6-Jun-00	
PB	CA	South Counties	BREACA12	Brea	1	27-Aug-00	
PB	CA	Bay	BRLNCA01	Burlingame	1	20-Jun-00	
PB	CA	Bay	BRWDCA12	Brentwood	1	27-Aug-00	

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PB	CA	South Counties	BRWLCA11	Brawley	1	22-Jan-01	
PB	CA	Bay	BSRNCA70	Bishop Ranch	1	27-Aug-00	
PB	CA	Los Angeles	BVHLCA01	Beverly Hills	1	6-Jun-00	
PB	CA	Sacramento	BYPKCA11	Baywood Park	1	30-Jan-01	
PB	CA	Sacramento	CHICCA01	Chico	1	16-Jun-00	
PB	CA	South Counties	CHVSCA11	Chula Vista	1	27-Jul-00	
PB	CA	South Counties	CHVSCA12	Chula Vista	1	27-Aug-00	
PB	CA	Los Angeles	CLBSCA11	Park Sorrento	1	27-Aug-00	
PB	CA	Los Angeles	CLBSCA50	Las Virgines	1	27-Aug-00	
PB	CA	Los Angeles	CLCYCA11	Culver City	1	30-Jan-01	
PB	CA	Sacramento	CLSTCA11	Calistoga	1	No Collocation Request	
PB	CA	Sacramento	CLOKCA11	Clear Lake Oaks	1	20-Jan-01	
PB	CA	Sacramento	CLVSCA11	Clovis	1	20-Jun-00	
PB	CA	South Counties	CLXCCZ12	Calexico	1	22-Jan-01	
PB	CA	Los Angeles	CMTNCA01	Comton	1	27-Aug-00	
PB	CA	Bay	CNCRCA01	Concord	1	20-Jun-00	
PB	CA	Los Angeles	CNPKCA01	Canoga Park	1	6-Jun-00	
PB	CA	Bay	COLACA01	Washington	1	27-Aug-00	
PB	CA	South Counties	CORNCA11	Corona	1	13-Jun-00	
PB	CA	South Counties	COTNCA11	GR Terrace	1	20-Jun-00	
PB	CA	South Counties	CRDMCA11	Corona Del Mar	1	27-Jul-00	
PB	CA	South Counties	CRLSCA11	Harding	1	27-Jul-00	
PB	CA	South Counties	CRLSCA12		1	27-Jul-00	
PB	CA	Sacramento	CRMLCA11	Carmel	1	20-Jun-00	
PB	CA	South Counties	CRNDCA11	Coronado	1	27-Aug-00	
PB	CA	South Counties	CSMSCA11	Costa Mesa	1	20-Jun-00	
PB	CA	Los Angeles	CSTCCA11	Castaic	1	27-Aug-00	
PB	CA	Sacramento	CTTICA12	Cotati	1	27-Aug-00	
PB	CA	Bay	CYTNCA11	Clayton	1	27-Aug-00	
PB	CA	Bay	DAVLCA12	Danville	1	27-Jul-00	
PB	CA	Bay	DAVLCA13	Tassajara	1	27-Aug-00	
PB	CA	Sacramento	DAVSCA11	Davis	1	27-Aug-00	
PB	CA	Sacramento	DELNCA11	Delano	1	27-Oct-00	
PB	CA	Sacramento	DINBCA01	Dinuba	1	22-Jan-01	
PB	CA	Sacramento	DIXNCA11	Dixon	1	No Collocation Request	
PB	CA	South Counties	DLMRCA12	Del Mar	1	20-Jun-00	
PB	CA	South Counties	ELCJCA11	El Cajon Main	1	20-Jun-00	
PB	CA	South Counties	ELCNCA01	El Centro	1	30-Jan-01	
PB	CA	Los Angeles	ELMNCA01	El Monte	1	27-Jul-00	

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PB	CA	Bay	ELSBKA11	El Sobrante	1	27-Aug-00	
PB	CA	Los Angeles	ELSGCA12	Douglas	1	27-Aug-00	
PB	CA	South Counties	ELTRCA11	El Toro	1	9-Jun-00	
					2	9-Jun-00	
PB	CA	South Counties	ENCTCA12	Encinitas	1	27-Jul-00	
PB	CA	South Counties	ESCNCA01	Broadway	1	9-Jun-00	
					2	9-Jun-00	
PB	CA	Sacramento	EURKCA01	Eureka	1	27-Jul-00	
PB	CA	Sacramento	FETNCA11		1	Closed - No Space	
PB	CA	South Counties	FLBKCA12	Fallbrook	1	Closed - No Space	
PB	CA	Sacramento	FLSMCA12	Nimbus	1	27-Aug-00	
PB	CA	Sacramento	FLSMCA13	El Dorado	1	27-Aug-00	
PB	CA	Sacramento	FLSMCA14	Blue Revine	1	27-Aug-00	
PB	CA	South Counties	FNTACA11	Fontana	1	27-Jul-00	
PB	CA	Sacramento	FRFDCA01	Fairfield	1	27-Jul-00	
PB	CA	Bay	FRMTCA11	Fremont Main	1	20-Jun-00	
PB	CA	Bay	FRMTCA12	Fremont	1	27-Jul-00	
PB	CA	Sacramento	FROKCA11	Fair Oaks	1	20-Jun-00	
					2	20-Jun-00	
PB	CA	Sacramento	FRSNCA01	Fresno Main	1	19-Jun-00	
PB	CA	Sacramento	FRSNCA11	Fresno Baldwin	1	19-Jun-00	
PB	CA	Sacramento	FRSNCA12	Clinton	1	27-Jul-00	
PB	CA	Sacramento	FRSNCA13	Fresno Sierra	1	19-Jun-00	
PB	CA	Sacramento	FRSNCA14	Fresno West	1	27-Oct-00	
PB	CA	Sacramento	FTBRCA02	Fort Bragg	1	30-Jan-01	
PB	CA	South Counties	FUTNCA01	Fullerton	1	20-Jun-00	
PB	CA	Sacramento	GALTCA11	Galt	1	20-Jan-01	
PB	CA	Los Angeles	GLDLCA11	Glendale	1	6-Jun-00	
PB	CA	Los Angeles	GRDNCA01	Gardena	1	27-Jul-00	
PB	CA	South Counties	GRGVCA01	Euclid	1	20-Jun-00	
PB	CA	Sacramento	GRVYCA01	Grass Valley	1	27-Jul-00	
PB	CA	South Counties	HGLDCA11	Highland	1	27-Aug-00	
PB	CA	Sacramento	HLBGCA11	Healdsburg	1	20-Jan-01	
PB	CA	Sacramento	HLSTCA11	Hollister	1	27-Jul-00	
PB	CA	Los Angeles	HLWDCA01	Hollywood	1	20-Jun-00	
PB	CA	Sacramento	HNFRC01	Hanford	1	27-Jul-00	
PB	CA	Los Angeles	HNPKCA01	Huntington Park	1	27-Jul-00	
PB	CA	Bay	HRCLCA11	Hercules	1	27-Aug-00	
PB	CA	Los Angeles	HWTHCA01	Hawthorne	1	27-Jul-00	

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PB	CA	Bay	HYWRCA01	Hayward	1	27-Aug-00	
PB	CA	Bay	HYWRCA11	Hayward	1	27-Jul-00	
PB	CA	Sacramento	IGNCCA12	Ignacio	1	27-Aug-00	
PB	CA	Los Angeles	IGWDCA01	La Brea	1	27-Aug-00	
PB	CA	South Counties	IMBHCA11	Imperial Beach	1	27-Aug-00	
PB	CA	South Counties	IRVNCA01	Irvine	1	27-Jul-00	
PB	CA	South Counties	IRVNCA11	Irvine Airport	1	20-Jun-00	
PB	CA	South Counties	IRVNCA12	Spectrum	1	27-Jul-00	
PB	CA	Los Angeles	LACRCA11	Foothill	1	27-Jul-00	
PB	CA	South Counties	LAJLCA11	La Jolla	1	27-Aug-00	
PB	CA	South Counties	LAMSCA01	La Mesa	1	9-Jun-00	
					2	9-Jun-00	
PB	CA	Sacramento	LEMCA11	Lemoore	1	22-Jan-01	
PB	CA	Bay	LFYTCA11	Lafayette	1	20-Jun-00	
PB	CA	South Counties	LGNGCA12	Laguna Niguel	1	20-Jun-00	
PB	CA	Sacramento	LKPTCA02	Lakeport	1	30-Jan-01	
PB	CA	South Counties	LKSDCA12	Lakeside	1	27-Aug-00	
PB	CA	Sacramento	LODICA01	Lodi	1	20-Jun-00	
PB	CA	Los Angeles	LOMTCA11	Lomita	1	20-Jun-00	
PB	CA	Sacramento	LRKSCA11	Larkspur	1	27-Aug-00	
PB	CA	Los Angeles	LSANCA01/02/03	LA - Madison	1	20-Jun-00	
PB	CA	Los Angeles	LSANCA05	Pleasant	1	27-Jul-00	
PB	CA	Los Angeles	LSANCA06	Union	1	27-Aug-00	
PB	CA	Los Angeles	LSANCA07	Airport	1	27-Jul-00	
PB	CA	Los Angeles	LSANCA08	LA - Melrose	1	6-Jun-00	
PB	CA	Los Angeles	LSANCA09	Richmond	1	27-Jul-00	
PB	CA	Los Angeles	LSANCA10	LA - Webster	1	20-Jun-00	
PB	CA	Los Angeles	LSANCA11	LA - Rampart	1	6-Jun-00	
					2	6-Jun-00	
PB	CA	Los Angeles	LSANCA12	LA - Normady	1	20-Jun-00	
PB	CA	Los Angeles	LSANCA13	Plymouth	1	27-Aug-00	
PB	CA	Los Angeles	LSANCA14		1	27-Aug-00	
PB	CA	Los Angeles	LSANCA15		1	27-Jul-00	
PB	CA	Los Angeles	LSANCA23	Capitol	1	27-Aug-00	
PB	CA	Los Angeles	LSANCA29	LA - Sunset	1	20-Jun-00	
PB	CA	Los Angeles	LSANCA34	LA - Angelus	1	20-Jun-00	
PB	CA	Los Angeles	LSANCA35	Montebello	1	27-Jul-00	
PB	CA	Los Angeles	LSANCA38		1	27-Aug-00	
PB	CA	Los Angeles	LSANCA56	LA - Clinton	1	20-Jun-00	
PB	CA	Bay	LSATCA11	Los Altos	1	27-Aug-00	

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PB	CA	Bay	LVMRCA11	Livermore	1	27-Jul-00	
PB	CA	Sacramento	LWLKCA11	Lower Lake	1	30-Jan-01	
PB	CA	Sacramento	MADRCA11	Madera Main	1	27-Jul-00	
PB	CA	Sacramento	MDSTCA02	Modesto Main	1	16-Jun-00	
PB	CA	Sacramento	MDSTCA03	Modesto Main	1	20-Jun-00	
PB	CA	Bay	MLBRCA11	Millbrae	1	27-Aug-00	
PB	CA	Bay	MLPSCA11	Milpitas Abel	1	27-Jul-00	
PB	CA	Sacramento	MLVYCA01	Mill Valley	1	27-Jul-00	
PB	CA	Bay	MNPKCA11	Menlo Park	1	27-Aug-00	
PB	CA	Bay	MORGCA12	Moraga	1	27-Aug-00	
PB	CA	Sacramento	MRBACA11	Morro Bay	1	27-Aug-00	
PB	CA	Sacramento	MRCDCA01	Merced	1	20-Jun-00	
PB	CA	Los Angeles	MRPKCA12	Moorpark	1	27-Aug-00	
PB	CA	Bay	MRTZCA11	Martinez	1	27-Aug-00	
PB	CA	South Counties	MSVJCAAT	Mission Viejo	1	27-Jul-00	
PB	CA	Sacramento	MTRYCA01	MTRY Main	1	19-Jun-00	
PB	CA	Bay	MTVWCA11	Mountain View	1	6-Jun-00	
PB	CA	Sacramento	MYVICA01	Marysville	1	27-Jul-00	
PB	CA	Sacramento	NAPACA01	Napa	1	27-Jul-00	
PB	CA	Sacramento	NHLDCA11	Edgewood	1	27-Aug-00	
					2	27-Aug-00	
PB	CA	Los Angeles	NHLLCA01	Newhall	1	27-Jul-00	
PB	CA	Los Angeles	NHWDCA01	Lankershim	1	27-Jul-00	
PB	CA	Los Angeles	NHWDCA02	No. Hllywd - Magnolia	1	6-Jun-00	
					2	6-Jun-00	
PB	CA	Los Angeles	NORGCA11	Northridge	1	6-Jun-00	
PB	CA	Sacramento	NSCRCA11	North Sacramento	1	27-Aug-00	
					2	27-Aug-00	
PB	CA	South Counties	NTCYCA11	National City	1	27-Aug-00	
PB	CA	Sacramento	NVCYCA11	Nevada City	1	20-Jan-01	
PB	CA	South Counties	OCSDCA11	Mission	1	27-Jul-00	
PB	CA	Los Angeles	OJAICA11	Ojai	1	20-Jan-01	
PB	CA	Sacramento	OKDLCA11	Oakdale	1	27-Aug-00	
PB	CA	Bay	OKLDCA03	Oakland - Main	1	27-Jul-00	
PB	CA	Bay	OKLDCA04	Fruitvale	1	27-Aug-00	
PB	CA	Bay	OKLDCA11	45th	1	20-Jun-00	
PB	CA	Bay	OKLDCA12	Holly	1	27-Jul-00	
PB	CA	Bay	OKLDCA13		1	27-Jul-00	
PB	CA	Bay	OKLYCA11	Oakley	1	27-Jul-00	
PB	CA	Sacramento	OLDLCA11	Export	1	27-Jul-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
PB	CA	Bay	ORNDCA11	Orinda	1	27-Aug-00	
PB	CA	South Counties	ORNGCA11	Orange	1	20-Jun-00	
PB	CA	South Counties	ORNGCA13	Olive	1	20-Jun-00	
PB	CA	South Counties	ORNGCA14	Orange West	1	27-Aug-00	
PB	CA	Sacramento	ORVACA11	Orangevale	1	27-Jul-00	
PB	CA	Sacramento	ORVACA11	Oroville Main	1	27-Oct-00	
PB	CA	South Counties	PCBHCA01	Pacific Beach	1	27-Jul-00	
PB	CA	Bay	PCFCCA11	Pacifica	1	27-Aug-00	
PB	CA	South Counties	PDLYCA11	Pedley	1	27-Aug-00	
PB	CA	Bay	PLALCA02	Palo Alto Main	1	20-Jun-00	
PB	CA	Bay	PLALCA12	Palo Alto South	1	27-Aug-00	
PB	CA	South Counties	PLCNCA11	Placentia	1	27-Jul-00	
PB	CA	Los Angeles	PLDLCA01	Palmdale	1	27-Jul-00	
PB	CA	Los Angeles	PLDLCA11	Palmdale	1	No Collocation Request	
PB	CA	Bay	PLTNCA12	Pleasanton	1	27-Jul-00	
PB	CA	Bay	PLTNCA13	Hacienda	1	27-Aug-00	
PB	CA	Sacramento	PLVLCA11	Placerville	1	27-Aug-00	
PB	CA	South Counties	POWYCA11	Poway	1	30-Sep-00	
PB	CA	Sacramento	PRDSCA11	Paradise	1	27-Jul-00	
PB	CA	Los Angeles	PRMTCA01	Paramont	1	27-Aug-00	
PB	CA	Bay	PSBGCA01	Pittsburg	1	27-Aug-00	
PB	CA	Bay	PSBGCA11	Pittsburg	1	27-Oct-00	
PB	CA	Los Angeles	PSDNCA11	Pasadena - Mt. Wilson	1	20-Jun-00	
PB	CA	Los Angeles	PSDNCA12	Lake	1	27-Jul-00	
PB	CA	Sacramento	PSRBCA01	Paso Robles	1	27-Aug-00	
PB	CA	Sacramento	PTLMCA01	Petaluma	1	27-Jul-00	
PB	CA	Sacramento	PTVLCA11	Porterville	1	27-Jul-00	
PB	CA	South Counties	RAMNCA11	Ramona	1	27-Aug-00	
PB	CA	South Counties	RBRNCA11	Rancho Bernardo	1	27-Jul-00	
PB	CA	Sacramento	RCKLCA11	S Placer Rocklin	1	27-Aug-00	
PB	CA	Bay	RCMDCA11	Richmond	1	27-Jul-00	
PB	CA	Sacramento	RDBLCA01	Red Bluff	1	27-Jul-00	
PB	CA	Bay	RDCYCA01	Redwood City	1	27-Jul-00	
PB	CA	Sacramento	RDNGCA02	Redding - Main	1	27-Jul-00	
PB	CA	Sacramento	RDNGCA11	Enterprise	1	27-Jul-00	
PB	CA	Los Angeles	RESDCA01	Reseda	1	27-Aug-00	
PB	CA	Sacramento	RILNCA12	Rio Linda	1	20-Jan-01	
PB	CA	South Counties	RILTCA11	Rialto	1	27-Jul-00	
PB	CA	South Counties	RNPSCA11	Rancho	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
				Penasquitas			
PB	CA	South Counties	RNSDCA11		1	27-Aug-00	
PB	CA	Los Angeles	ROSMCA11		1	27-Jul-00	
PB	CA	South Counties	RSFECA12	Rancho Santa Fe	1	27-Aug-00	
PB	CA	South Counties	RSMGCA11	Rancho Santa Marquerita	1	27-Aug-00	
PB	CA	Sacramento	RTPKCA11	Rohnert Park	1	22-Jan-01	
PB	CA	South Counties	RVSDCA01	Riverside Orange	1	20-Jun-00	
PB	CA	South Counties	RVSDCA11	Woodcrest	1	31-Dec-00	
PB	CA	Los Angeles	SAGSCA11	Saugus	1	30-Jan-01	
PB	CA	South Counties	SANTCA01	Santee	1	27-Aug-00	
PB	CA	South Counties	SATCCA12	Saticoy	1	27-Oct-00	
PB	CA	Sacramento	SBSTCA11	Sebastopol	1	27-Aug-00	
PB	CA	Sacramento	SCRMCA01	Sacramento Main	1	16-Jun-00	
PB	CA	Sacramento	SCRMCA02	Sacramento Ivanhoe	1	16-Jun-00	
					2	16-Jun-00	
PB	CA	Sacramento	SCRMCA03	Garden	1	20-Jun-00	
					2	20-Jun-00	
PB	CA	Sacramento	SCRMCA11	Sacramento Gladestone	1	16-Jun-00	
PB	CA	Sacramento	SCRMCA12	Sacramento Empire	1	16-Jun-00	
PB	CA	Sacramento	SCRMCA13	Fruitridge	1	16-Jun-00	
PB	CA	Sacramento	SCVYCA01	Scotts Valey	1	20-Jun-00	
PB	CA	Sacramento	SELMCA11	Selma	1	22-Jan-01	
PB	CA	Sacramento	SESDCA11	Seaside	1	27-Jul-00	
PB	CA	Los Angeles	SGATCA01	South Gate	1	27-Aug-00	
PB	CA	Sacramento	SGSPCA11	Shingle Springs	1	27-Jul-00	
PB	CA	Los Angeles	SHOKCA01	Sherman Oaks	1	6-Jun-00	
PB	CA	Los Angeles	SIMICA11	Simi Valley	1	20-Jun-00	
PB	CA	South Counties	SJCPCA12	San Juan	1	27-Jul-00	
PB	CA	Sacramento	SKTNCA01	Stockton Main	1	20-Jun-00	
PB	CA	Sacramento	SKTNCA11	Granite	1	20-Jun-00	
PB	CA	Sacramento	SKTNCA12	Stockton	1	27-Aug-00	
PB	CA	Sacramento	SKTNCA14	Stockton	1	27-Aug-00	
PB	CA	Los Angeles	SLMNCA11	Solamint	1	27-Aug-00	
PB	CA	Sacramento	SLNSCA01	Salinas Main	1	27-Oct-00	
PB	CA	Sacramento	SLNSCA11	Salinas	1	27-Aug-00	
PB	CA	South Counties	SNANCA01	Santa Ana - Main	1	20-Jun-00	
PB	CA	South Counties	SNANCA11	Santa Ana - Bristol	1	9-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
PB	CA	South Counties	SNANCA12	Bolsa	1	27-Aug-00	
PB	CA	Sacramento	SNBUCA02	San Bruno	1	27-Oct-00	
PB	CA	South Counties	SNCLCA12	San Clemente	1	27-Jul-00	
PB	CA	Bay	SNCRCA11	San Carlos	1	20-Jun-00	
PB	CA	Sacramento	SNCZCA01	Santa Cruz Main	1	19-Jun-00	
PB	CA	Sacramento	SNCZCA11	Santa Cruz Greenwood	1	16-Jun-00	
PB	CA	South Counties	SNDGCA01	C Street	1	27-Aug-00	
PB	CA	South Counties	SNDGCA02		1	27-Jul-00	
PB	CA	South Counties	SNDGCA03	San Diego Linda Vista	1	20-Jun-00	
PB	CA	South Counties	SNDGCA05		1	27-Aug-00	
PB	CA	South Counties	SNDGCA06	San Diego 37th St	1	9-Jun-00	
					2	9-Jun-00	
PB	CA	South Counties	SNDGCA11		1	27-Aug-00	
PB	CA	South Counties	SNDGCA12	Market	1	27-Aug-00	
PB	CA	South Counties	SNDGCA14	Tennyson	1	27-Aug-00	
PB	CA	South Counties	SNDGCA15	Regents	1	27-Jul-00	
PB	CA	South Counties	SNDGCA16	San Diego Mira Mesa	1	9-Jun-00	
PB	CA	Bay	SNFCCA01	Bush/Pine	1	20-Jun-00	
PB	CA	Bay	SNFCCA04	SF McCoppin St	1	6-Jun-00	
PB	CA	Bay	SNFCCA05	SF 25th St	1	6-Jun-00	
PB	CA	Bay	SNFCCA06		1	27-Jul-00	
PB	CA	Bay	SNFCCA12/19	SF Steiner	1	6-Jun-00	
PB	CA	Bay	SNFCCA13	SF 9th St	1	20-Jun-00	
PB	CA	Bay	SNFCCA14	SF 19th Ave	1	6-Jun-00	
PB	CA	Bay	SNFCCA17	Third St	1	27-Jul-00	
PB	CA	Bay	SNFCCA21	SF 611 Folsom St	1	20-Jun-00	
PB	CA	Los Angeles	SNGBCA01	San Gabriel	1	22-Jan-01	
PB	CA	Bay	SNJSCA02	San Jose Main	1	20-Jun-00	
PB	CA	Bay	SNJSCA11	South White	1	27-Jul-00	
PB	CA	Bay	SNJSCA12	San Jose Dial Way	1	6-Jun-00	
PB	CA	Bay	SNJSCA13	San Jose W. Chynoweth	1	6-Jun-00	
PB	CA	Bay	SNJSCA14	San Jose Fox Campbell	1	6-Jun-00	
PB	CA	Bay	SNJSCA15	San Felipe rd	1	27-Jul-00	
PB	CA	Bay	SNJSCA18		1	27-Jul-00	
PB	CA	Bay	SNJSCA21	Junction Ave	1	27-Jul-00	
PB	CA	Bay	SNLNCA11	San Leandro	1	27-Jul-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
PB	CA	Sacramento	SNLOCA01	San Luis Obispo	1	19-Jun-00	
PB	CA	South Counties	SNMCCA11	San Marcos	1	27-Jul-00	
PB	CA	Bay	SNMTCA11	San Mateo	1	27-Jul-00	
PB	CA	Los Angeles	SNPDCA01	San Pedro	1	27-Jul-00	
PB	CA	Sacramento	SNRACA13	Sonora	1	27-Aug-00	
PB	CA	Sacramento	SNRFCA01	San Rafael Main	1	20-Jun-00	
PB	CA	Sacramento	SNRFCA11	Parkway	1	27-Aug-00	
PB	CA	Bay	SNRMCA11	San Ramon	1	27-Jul-00	
PB	CA	Sacramento	SNRSCA01	Sana Rosa Main	1	19-Jun-00	
PB	CA	Sacramento	SNRSCA11	Los Alamos	1	27-Aug-00	
PB	CA	Bay	SNTCCA01	Space Park	1	27-Aug-00	
PB	CA	Bay	SNTCCA11	Santa Clara-Bellomy	1	6-Jun-00	
PB	CA	Bay	SNVACA01	Sunnyvale-Carroll	1	6-Jun-00	
PB	CA	Bay	SNVACA11	Mathilda	1	27-Aug-00	
PB	CA	South Counties	SNYSCA12	San Ysidro	1	27-Aug-00	
PB	CA	Sacramento	SONMCA12	Sonoma	1	27-Aug-00	
PB	CA	Los Angeles	SPSDCA11	South Pasadena	1	27-Aug-00	
PB	CA	Sacramento	SSLTCA11	Sausilito	1	27-Jul-00	
PB	CA	Sacramento	STAHCA01	S Tahoe Sussex	1	27-Aug-00	
PB	CA	Sacramento	STHNCA11	Saint Helena	1	22-Jan-01	
PB	CA	Sacramento	TBRNCA11	Tiburon	1	27-Aug-00	
PB	CA	Sacramento	TRACCA11	Tracy	1	27-Jul-00	
PB	CA	Sacramento	TRLCCA11	Turlock	1	20-Jun-00	
PB	CA	Los Angeles	TRNCCA11	Torrance	1	27-Jul-00	
PB	CA	Sacramento	TRUCCA11	Truckee	1	30-Jan-01	
PB	CA	Sacramento	TULRCA11	Tulare	1	27-Jul-00	
PB	CA	South Counties	TUSTCA11	Tustin	1	9-Jun-00	
PB	CA	Sacramento	UKIHCA01	Ukiah	1	30-Jan-01	
PB	CA	Bay	UNCYCA11	Union City	1	27-Jul-00	
PB	CA	Sacramento	VCVLCA12	Vacaville	1	27-Jul-00	
PB	CA	Sacramento	VISLCA11	Visalia Main	1	20-Jun-00	
PB	CA	South Counties	VISTCA12	Vista	1	27-Jul-00	
					2	27-Jul-00	
PB	CA	South Counties	VLCTCA11	Valley Center	1	31-Jan-01	
PB	CA	Sacramento	VLLJCA01	Vallejo	1	27-Jul-00	
PB	CA	Los Angeles	VNNYCA02	Van Nuys	1	27-Aug-00	
PB	CA	Los Angeles	VNTRCA02	Fir	1	27-Aug-00	
PB	CA	Los Angeles	VNTRCA11	Main	1	27-Jul-00	
PB	CA	Sacramento	WDLCA11	Woodland	1	27-Jul-00	
PB	CA	Los Angeles	WLANCA01	West LA - Century	1	20-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
				City			
PB	CA	Los Angeles	WLMGCA01	Wilmington	1	27-Jul-00	
PB	CA	Bay	WNCKCA11	Walnut Creek	1	6-Jun-00	
PB	CA	Sacramento	WNSCA11	Windsor	1	27-Jul-00	
PB	CA	Sacramento	WSCRCA11	Frontier	1	27-Aug-00	
PB	CA	Sacramento	WTVLCA01	Watsonville	1	27-Jul-00	
PB	CA	Sacramento	YBCYCA01	Yuba City	1	30-Jan-01	
PB	CA	South Counties	YRLNCA11	Yorba Linda	1	27-Jul-00	

Assessment = office being reviewed to determine availability of space for deployment of ILEC owned equipment.

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SNET	CT	Connecticut	BLFDCT00	BLOOMFIELD	1	6-Jun-00	
SNET	CT	Connecticut	BRFDCT00	BROOKFIELD	1	27-Aug-00	
SNET	CT	Connecticut	BRFRCT00	BRANFORD	1	27-Jul-00	
SNET	CT	Connecticut	BRPTCT01	BRIDGEPORT	1	20-Jun-00	
SNET	CT	Connecticut	BRPTCT03	BRIDGEPORT 03	1	27-Jul-00	
SNET	CT	Connecticut	BRSTCT00	BRISTOL	1	6-Jun-00	
SNET	CT	Connecticut	BTHNCT00	BETHANY	1	27-Aug-00	
SNET	CT	Connecticut	CHSHCT01	CHESHIRE	1	Assessment	
SNET	CT	Connecticut	CRWLCT00	CROMWELL	1	27-Oct-00	
SNET	CT	Connecticut	DARNCT00	DARIEN	1	27-Jul-00	
SNET	CT	Connecticut	DNBRCT00	DANBURY	1	6-Jun-00	
SNET	CT	Connecticut	DRBYCT00	DERBY	1	27-Aug-00	
SNET	CT	Connecticut	EHRTCT01	EAST HARTFORD 01	1	27-Aug-00	
SNET	CT	Connecticut	EHRTCT02	EAST HARTFORD 02	1	27-Oct-00	
SNET	CT	Connecticut	EHVNCT00	EAST HAVEN	1	27-Aug-00	
SNET	CT	Connecticut	ENFDCT01	ENFIELD	1	27-Oct-00	
SNET	CT	Connecticut	FRFDCT00	FAIRFIELD	1	6-Jun-00	
SNET	CT	Connecticut	FRTNCT00	FARMINGTON	1	20-Jun-00	
SNET	CT	Connecticut	GLBYCT00	GLASTONBURY	1	20-Jun-00	
SNET	CT	Connecticut	GUFDC00	GUILFORD	1	27-Aug-00	
SNET	CT	Connecticut	HMDNCT00	HAMDEN	1	20-Jun-00	
SNET	CT	Connecticut	HNTNCT00	HUNTINGTON	1	27-Aug-00	
SNET	CT	Connecticut	HRFRCT03	HARTFORD	1	6-Jun-00	
SNET	CT	Connecticut	MDSNCT01	MADISON 01	1	27-Aug-00	
SNET	CT	Connecticut	MDTWCT00	MIDDLETOWN	1	27-Jul-00	
SNET	CT	Connecticut	MLFRCT00	MILFORD	1	20-Jun-00	
SNET	CT	Connecticut	MNCHCT00	MANCHESTER	1	27-Jul-00	
SNET	CT	Connecticut	MRDNCT00	MERIDEN	1	27-Jul-00	
SNET	CT	Connecticut	NGTCCT00	NAUGATUCK	1	27-Oct-00	
SNET	CT	Connecticut	NRWCCT00	NORWICH	1	27-Oct-00	
SNET	CT	Connecticut	NRWLCT02	NORWALK	1	27-Aug-00	
SNET	CT	Connecticut	NRWLCT03	NORWALK 03	1	27-Jul-00	
SNET	CT	Connecticut	NWNTCT00	NEWINGTON	1	27-Oct-00	
SNET	CT	Connecticut	NWBRCT00	NEW BRITAIN	1	27-Jul-00	
SNET	CT	Connecticut	NWCNCT00	NEW CANAAN	1	20-Jun-00	
SNET	CT	Connecticut	NWHNCT03	NEW HAVEN 03	1	27-Aug-00	
SNET	CT	Connecticut	OGNWCT00	OLD GREENWICH	1	27-Aug-00	
SNET	CT	Connecticut	ORNGCT00	ORANGE	1	27-Aug-00	
SNET	CT	Connecticut	PLVLCT00	PLAINVILLE	1	27-Oct-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SNET	CT	Connecticut	RDFDCT00	RODGEFIELD	1	27-Jul-00	
SNET	CT	Connecticut	RKVLCT00	ROCKVILLE	1	27-Jul-00	
SNET	CT	Connecticut	SMBYCT00	SIMSBURY	1	27-Jul-00	
SNET	CT	Connecticut	SMFRCT01	STAMFORD 01	1	6-Jun-00	
SNET	CT	Connecticut	SMFRLT02	STAMFORD 02	1	27-Aug-00	
SNET	CT	Connecticut	SRFRCT00	STRATFORD	1	20-Jun-00	
SNET	CT	Connecticut	STTNCT00	SOUTHINGTON	1	27-Jul-00	
SNET	CT	Connecticut	TMBLCT00	TRUMBULL	1	27-Aug-00	
SNET	CT	Connecticut	TRTNCT00	TORRINGTON	1	27-Oct-00	
SNET	CT	Connecticut	UNVLCT00	UNION VILLE	1	27-Aug-00	
SNET	CT	Connecticut	WHFRCT01	WEST HARTFORD	1	20-Jun-00	
SNET	CT	Connecticut	WHFRCT02	WEST HARTFORD 02	1	27-Aug-00	
SNET	CT	Connecticut	WLFRCT00	WALLINGFORD	1	27-Jul-00	
SNET	CT	Connecticut	WLKSCT00	WINDSOR LOCKS	1	27-Oct-00	
SNET	CT	Connecticut	WLMNCT00	WILLMANTIC	1	27-Oct-00	
SNET	CT	Connecticut	WLTOCT00	WILTON	1	27-Jul-00	
SNET	CT	Connecticut	WNSDCT00	WINDSOR	1	27-Aug-00	
SNET	CT	Connecticut	WPNGCT00	WAPPING	1	27-Oct-00	
SNET	CT	Connecticut	WSHNCT00	WEST HAVEN	1	27-Oct-00	
SNET	CT	Connecticut	WSPTCT00	WESTPORT	1	6-Jun-00	
SNET	CT	Connecticut	WTFDCT00	WESTERFIELD	1	27-Jul-00	
SNET	CT	Connecticut	WTRBCT00	WATERBURY	1	6-Jun-00	
SNET	CT	Connecticut	WTTWCT00	WATERTOWN	1	27-Oct-00	

Assessment = office being reviewed to determine availability of space for deployment of ILEC owned equipment.

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	AR	Arkansas	CNWYARMA	CONWAY	1	6-Jun-00	
SWBT	AR	Arkansas	FTSMARGL	FORT SMITH	1	21-Jun-00	
SWBT	AR	Arkansas	FTSMARMI	FORT SMITH	1	21-Jun-00	
SWBT	AR	Arkansas	FTSMARSU	FORT SMITH	1	20-Jun-00	
SWBT	AR	Arkansas	FYVLARHI	FAYETTEVILLE	1	25-Jun-00	
SWBT	AR	Arkansas	JNBOARMA	JONESBORO	1	20-Jun-00	
SWBT	AR	Arkansas	HTSPARNA	HOT SPRINGS NATIONAL	1	27-Oct-00	
SWBT	AR	Arkansas	LTRKARCA	LITTLE ROCK	1	6-Jun-00	
SWBT	AR	Arkansas	LTRKARFR	LITTLE ROCK	1	6-Jun-00	
SWBT	AR	Arkansas	LTRKARLO	LITTLE ROCK	1	6-Jun-00	
SWBT	AR	Arkansas	LTRKARMO	LITTLE ROCK	1	6-Jun-00	
SWBT	AR	Arkansas	LTRKARSK	LITTLE ROCK	1	6-Jun-00	
SWBT	AR	Arkansas	LTRKARSL	LITTLE ROCK	1	6-Jun-00	
SWBT	AR	Arkansas	RGRSARMA	ROGERS	1	23-Jun-00	
SWBT	AR	Arkansas	SPDLARPL	SPRINGDALE	1	23-Jun-00	
SWBT	AR	Arkansas	WMMPARMA	WEST MEMPHIS	1	27-Oct-00	
SWBT	KS	Kansas City	ARCYKSSO	ARKANSAS CITY SOUTH	1	27-Aug-00	
SWBT	KS	Kansas City	CFVLKS10	COFFEYVILLE	1	27-Jul-00	
SWBT	KS	Kansas City	DDCYKS01	DODGE CITY	1	27-Jul-00	
SWBT	KS	Kansas City	EMPRKS08	EMPORIA	1	27-Aug-00	
SWBT	KS	Kansas City	GRCYKS07	GARDEN CITY	1	27-Aug-00	
SWBT	KS	Kansas City	GRTBKSSST	GREAT BEND	1	27-Aug-00	
SWBT	KS	Kansas City	HAYSKS11	HAYS	1	27-Aug-00	
SWBT	KS	Kansas City	HTSNKS02	HUTCHINSON	1	27-Aug-00	
SWBT	KS	Kansas City	KSCYKS10	KANSAS CITY	1	27-Jul-00	
SWBT	KS	Kansas City	KSCYKSBS	BONNER SPRINGS	1	27-Aug-00	
SWBT	KS	Kansas City	KSCYKSCB	OVERLAND PARK	1	6-Jun-00	
SWBT	KS	Kansas City	KSCYKSJO	KANSAS CITY	1	6-Jun-00	
SWBT	KS	Kansas City	KSCYKSLE	LENEXA	1	20-Jun-00	
SWBT	KS	Kansas City	KSCYKSNA	KANSAS CITY	1	6-Jun-00	
SWBT	KS	Kansas City	KSCYKSOL	KANSAS CITY	1	6-Jun-00	
SWBT	KS	Kansas City	KSCYKSPA	BETHEL	1	27-Jul-00	
SWBT	KS	Kansas City	KSCYKSSH	KANSAS CITY	1	20-Jun-00	
SWBT	KS	Kansas City	KSCYKSST	KANSAS CITY-STANLEY	1	20-Jun-00	
SWBT	KS	Kansas City	LBRLKS04	LIBERAL	1	27-Aug-00	
SWBT	KS	Kansas City	LWVOKSSH	LEAVENWORTH	1	27-Jul-00	
SWBT	KS	Kansas City	LWRNKSV	LAWRENCE	1	20-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	KS	Kansas City	MNHTKSFA	MANHATTAN	1	27-Jul-00	
SWBT	KS	Kansas City	NWTNKS05	NEWTON	1	27-Aug-00	
SWBT	KS	Kansas City	PSBGKSLO	PITTSBURG	1	27-Aug-00	
SWBT	KS	Kansas City	SALNKSTA	SALINA	1	27-Jul-00	
SWBT	KS	Kansas City	TPKAKS37	TOPEKA	1	27-Aug-00	
SWBT	KS	Kansas City	TPKAKSFA	TOPEKA	1	27-Jul-00	
SWBT	KS	Kansas City	TPKAKSJA	TOPEKA	1	27-Jul-00	
SWBT	KS	Kansas City	WCHTKS47	WICHITA-JACKSON	1	20-Jun-00	
SWBT	KS	Kansas City	WCHTKSAH	WICHITA	1	27-Aug-00	
SWBT	KS	Kansas City	WCHTKSAM	WICHITA	1	27-Jul-00	
SWBT	KS	Kansas City	WCHTKSAN	ANDOVER	1	27-Aug-00	
SWBT	KS	Kansas City	WCHTKSCE	WICHITA-PARKVIEW	1	27-Jul-00	
SWBT	KS	Kansas City	WCHTKSDE	DERBY	1	27-Aug-00	
SWBT	KS	Kansas City	WCHTKSNW	WICHITA	1	27-Jul-00	
SWBT	KS	Kansas City	WCHTKSOL	WICHITA	1	27-Jul-00	
SWBT	KS	Kansas City	WCHTKSTE	WICHITA	1	27-Aug-00	
SWBT	MO	Kansas City	BLSPMOCA	BLUE SPRINGS	1	20-Jun-00	
SWBT	MO	St. Louis	BNTRMOFL	BONNE TERRE	1	27-Aug-00	
SWBT	MO	St. Louis	CHFDMO52	CHESTERFIELD	1	23-Jun-00	
SWBT	MO	St. Louis	CMTNMODI	CAMDENTON	1	27-Aug-00	
SWBT	MO	St. Louis	CPGRMOED	CAPE GIRARDEAU	1	6-Jun-00	
SWBT	MO	Kansas City	CRTHMOFL	CARTHAGE	1	27-Oct-00	
SWBT	MO	St. Louis	DESTMOGI	DESOTO	1	27-Aug-00	
SWBT	MO	Kansas City	EXSPMOME	EXCELSIOR SPRINGS	1	1-Oct-00	
SWBT	MO	St. Louis	FLRVMOGE	FLAT RIVER	1	27-Aug-00	
SWBT	MO	St. Louis	FLTNMOMI	FULTON	1	27-Aug-00	
SWBT	MO	St. Louis	FNTNMO54	FENTON	1	27-Jul-00	
SWBT	MO	St. Louis	FRTNMOPL	FARMINGTON	1	27-Jul-00	
SWBT	MO	St. Louis	FRTWMOST	FREDERICKTOWN	1	27-Aug-00	
SWBT	MO	St. Louis	FSTSMOYE	FESTUS	1	27-Oct-00	
SWBT	MO	St. Louis	HGRGMO56	HIGH RIDGE	1	27-Jul-00	
SWBT	MO	St. Louis	HNBLMOAC	HANNIBAL	1	27-Aug-00	
SWBT	MO	St. Louis	HSBNMOHB	HORSESHOE BEND	1	27-Aug-00	
SWBT	MO	St. Louis	HVTRMO67	HARVESTER	1	21-Jun-00	
SWBT	MO	St. Louis	IMPRMO58	IMPERIAL	1	27-Aug-00	
SWBT	MO	St. Louis	JCSNMOCI	JACKSON	1	27-Aug-00	
SWBT	MO	Kansas City	JPLNMOMA	JOPLIN	1	27-Oct-00	
SWBT	MO	Kansas City	KKVLMOMO	KIRKSVILLE	1	1-Aug-00	
SWBT	MO	Kansas City	KSCYMO01	KANSAS CITY BENTON	1	27-Jul-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	MO	Kansas City	KSCYMO02	KANSAS CITY HILAND	1	6-Jun-00	
SWBT	MO	Kansas City	KSCYMO04	KANSAS CITY WABASH	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO05	KANSAS CITY WESTPORT	1	6-Jun-00	
SWBT	MO	Kansas City	KSCYMO20	KANSAS CITY NASHUA	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO21	GLADSTONE	1	6-Jun-00	
SWBT	MO	Kansas City	KSCYMO22	KANSAS CITY INDEPENDENCE	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO23	PARKVILLE	1	20-Jun-00	
SWBT	MO	Kansas City	KSCYMO24	KANSAS CITY RAYTOWN	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO25	SOUTH KANSAS CITY	1	6-Jun-00	
SWBT	MO	Kansas City	KSCYMO40	BELTON	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO41	KANSAS CITY LEES SUMMIT	1	20-Jun-00	
SWBT	MO	Kansas City	KSCYMO42	LIBERTY	1	20-Jun-00	
SWBT	MO	Kansas City	KSCYMO44	EAST INDEPENDENCE	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO45	KANSAS CITY WILLOW	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO48	SOUTH INDEPENDENCE	1	27-Jul-00	
SWBT	MO	Kansas City	KSCYMO55	KANSAS CITY MCGEE	1	6-Jun-00	
SWBT	MO	Kansas City	LAMRMOOV	LAMAR	1	27-Oct-00	
SWBT	MO	Kansas City	MBRLMOAM	MOBERLY	1	27-Jul-00	
SWBT	MO	St. Louis	MEXCMOJU	MEXICO	1	27-Aug-00	
SWBT	MO	St. Louis	MNCHMO59	MANCHESTER	1	6-Jun-00	
SWBT	MO	St. Louis	MXVLMO60	MAXVILLE	1	27-Jul-00	
SWBT	MO	Kansas City	NESHMOGL	NEOSHO	1	27-Oct-00	
SWBT	MO	St. Louis	OSBHMOFI	OSAGE BEACH	1	27-Aug-00	
SWBT	MO	St. Louis	PCFCMO61	PACIFIC	1	27-Aug-00	
SWBT	MO	St. Louis	PONDMO62	POND	1	27-Jul-00	
SWBT	MO	St. Louis	PPBLMOSU	POPLAR BLUFF	1	27-Aug-00	
SWBT	MO	St. Louis	PRVLMOLI	PERRYVILLE	1	27-Aug-00	
SWBT	MO	Kansas City	SDLIMOTA	SEDALIA	1	27-Jul-00	
SWBT	MO	St. Louis	SKSTMOGR	SIKESTON	1	27-Aug-00	
SWBT	MO	St. Louis	SNBHMOFR	SUNRISE BEACH	1	27-Aug-00	
SWBT	MO	Kansas City	SPFDMOMC	SPRINGFIELD	1	27-Oct-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
				MCDANIEL			
SWBT	MO	Kansas City	SPFDMOTU	TUXEDO	1	27-Oct-00	
SWBT	MO	St. Louis	STCHMO63	SAINT CHARLES	1	21-Jun-00	
SWBT	MO	St. Louis	STCLMOMA	SAINT CLAIR	1	27-Jul-00	
SWBT	MO	Kansas City	STJSMODN	SAINT JOSEPH	1	20-Jun-00	
SWBT	MO	St. Louis	STLSMO01	SAINT LOUIS CHESTNUT	1	20-Jun-00	
SWBT	MO	St. Louis	STLSMO02	SAINT LOUIS EVERGREEN	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO03	SAINT LOUIS Flanders	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO04	SAINT LOUIS Forest	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO05	SAINT LOUIS JEFFERSON	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO06	SAINT LOUIS	1	21-Jun-00	
SWBT	MO	St. Louis	STLSMO07	SAINT LOUIS Parkview	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO08	SAINT LOUIS Propect	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO11	SAINT LOUIS melrose	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO20	FERGUSON	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO21	LADUE	1	20-Jun-00	
SWBT	MO	St. Louis	STLSMO22	SAINT LOUIS MEHLVILLE	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO23	SAINT LOUIS OVERLAND	1	20-Jun-00	
SWBT	MO	St. Louis	STLSMO24	RIVERVIEW	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO25	SAPPINGTON	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO26	WEBSTER GROVES	1	25-Jun-00	
SWBT	MO	St. Louis	STLSMO27	CREVE COEUR	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO40	FLORISSANT	1	6-Jun-00	
SWBT	MO	St. Louis	STLSMO41	KIRKWOOD	1	20-Jun-00	
SWBT	MO	St. Louis	STLSMO42	BRIDGETON	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO43	HAZELWOOD	1	27-Jul-00	
SWBT	MO	St. Louis	STLSMO45	SPANISH LAKE	1	27-Jul-00	
SWBT	MO	St. Louis	TWACMOAB	TOWN & COUNTRY	1	27-Jul-00	
SWBT	MO	St. Louis	UNINMOLU	UNION	1	27-Aug-00	
SWBT	MO	St. Louis	VYPKMO64	VALLEY PARK	1	27-Jul-00	
SWBT	MO	St. Louis	WASHMOBE	WASHINGTON	1	27-Jul-00	
SWBT	OK	Oklahoma	ADA OKMA	ADA	1	27-Aug-00	
SWBT	OK	Oklahoma	ALTSOKMA	ALTUS	1	27-Aug-00	
SWBT	OK	Oklahoma	ARMROKMA	ARDMORE	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	OK	Oklahoma	BRVLOKED	BARTLESVILLE EDISON	1	27-Jul-00	
SWBT	OK	Oklahoma	CHCKOKMA	CHICKASHA	1	27-Aug-00	
SWBT	OK	Oklahoma	CLRMOKMA	CLAREMORE	1	27-Jul-00	
SWBT	OK	Oklahoma	DNCNOKMA	DUNCAN	1	27-Aug-00	
SWBT	OK	Oklahoma	DRNTOKMA	DURANT	1	27-Aug-00	
SWBT	OK	Oklahoma	EDMDOKMA	EDMOND	1	6-Jun-00	
SWBT	OK	Oklahoma	ELRNOKMA	EL RENO	1	27-Aug-00	
SWBT	OK	Oklahoma	ENIDOKMA	ENID	1	27-Jul-00	
SWBT	OK	Oklahoma	GRVEOKMA	GROVE	1	27-Jul-00	
SWBT	OK	Oklahoma	GTHROKMA	GUTHRIE	1	27-Aug-00	
SWBT	OK	Oklahoma	LWTNOKTB	LAWTON	1	20-Jun-00	
SWBT	OK	Oklahoma	LWTNOKWE	LAWTON	1	27-Aug-00	
SWBT	OK	Oklahoma	MCLSOKMA	MCALESTER	1	27-Aug-00	
SWBT	OK	Oklahoma	MIAMOKMA	MIAMI	1	27-Jul-00	
SWBT	OK	Oklahoma	MSKGOKMA	MUSKOGEE	1	6-Jun-00	
SWBT	OK	Oklahoma	NRMNOKMA	OKLAHOMA CITY NORMAN	1	6-Jun-00	
SWBT	OK	Oklahoma	OKCYOKCE	OKLAHOMA CITY CENTRAL	1	20-Jun-00	
SWBT	OK	Oklahoma	OKCYOKGA	OKLAHOMA CITY GARFIELD	1	27-Jul-00	
SWBT	OK	Oklahoma	OKCYOKME	OKLAHOMA CITY MELROSE	1	27-Jul-00	
SWBT	OK	Oklahoma	OKCYOKMU	OKLAHOMA CITY MUTUAL	1	27-Jul-00	
SWBT	OK	Oklahoma	OKCYOKOR	OKLAHOMA CITY ORANGE	1	27-Jul-00	
SWBT	OK	Oklahoma	OKCYOKPA	OKLAHOMA CITY PARKVIEW	1	20-Jun-00	
SWBT	OK	Oklahoma	OKCYOKPE	OKLAHOMA CITY PERSHING	1	20-Jun-00	
SWBT	OK	Oklahoma	OKCYOKPN	OKLAHOMA CITY MOORE	1	20-Jun-00	
SWBT	OK	Oklahoma	OKCYOKSK	OKLAHOMA CITY SKYLINE	1	20-Jun-00	
SWBT	OK	Oklahoma	OKCYOKSU	OKLAHOMA CITY SUNSET	1	27-Jul-00	
SWBT	OK	Oklahoma	OKCYOKSW	OKLAHOMA CITY SWIFT	1	27-Jul-00	
SWBT	OK	Oklahoma	OKCYOKUN	OKLAHOMA CITY UNIVERSITY	1	20-Jun-00	
SWBT	OK	Oklahoma	OKCYOKVI	OKLAHOMA CITY VICTOR	1	6-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	OK	Oklahoma	OKCYOKWI	OKLAHOMA CITY WINDSOR	1	6-Jun-00	
SWBT	OK	Oklahoma	OKMLOKMA	OKMULGEE	1	27-Jul-00	
SWBT	OK	Oklahoma	PNCYOKMA	PONCA CITY	1	27-Aug-00	
SWBT	OK	Oklahoma	SHWNOKMA	SHAWNEE	1	27-Jul-00	
SWBT	OK	Oklahoma	SPLPOKMA	TULSA SAPULPA	1	27-Jul-00	
SWBT	OK	Oklahoma	STWROKMA	STILLWATER	1	27-Jul-00	
SWBT	OK	Oklahoma	THLQOKMA	TAHLEQUAH MAIN	1	20-Jun-00	
SWBT	OK	Oklahoma	TULSOKFI	TULSA FILLMORE	1	27-Aug-00	
SWBT	OK	Oklahoma	TULSOKGE	TULSA GENERAL	1	27-Jul-00	
SWBT	OK	Oklahoma	TULSOKHI	TULSA HICKORY	1	27-Aug-00	
SWBT	OK	Oklahoma	TULSOKJE	TULSA JENKS	1	27-Aug-00	
SWBT	OK	Oklahoma	TULSOKNA	TULSA NATIONAL	1	6-Jun-00	
SWBT	OK	Oklahoma	TULSOKOW	TULSA OWASSO	1	27-Aug-00	
SWBT	OK	Oklahoma	TULSOKRI	TULSA RIVERSIDE	1	6-Jun-00	
SWBT	OK	Oklahoma	TULSOKSA	TULSA SAND SPRINGS	1	27-Jul-00	
SWBT	OK	Oklahoma	TULSOKTB	TULSA ELGIN	1	6-Jun-00	
SWBT	OK	Oklahoma	TULSOKTE	TULSA TEMPLE	1	20-Jun-00	
SWBT	OK	Oklahoma	TULSOKWO	TULSA WOODCREST	1	6-Jun-00	
SWBT	OK	Oklahoma	WDWROKMA	WOODWARD	1	27-Aug-00	
SWBT	OK	Oklahoma	YUKNOKMA	YUKON	1	27-Jul-00	
SWBT	OK	Oklahoma	YUKNOKSO	YUKON SOUTH	1	27-Aug-00	
SWBT	TX	Central / West	ABLNTXOR	ABILENE ORCHARD	1	27-Jul-00	
SWBT	TX	Central / West	ABLNTXOW	ABILENE OWEN	1	27-Aug-00	
SWBT	TX	Houston	AGTNTXDA	ANGLETON	1	27-Aug-00	
SWBT	TX	Houston	AGTNTXTI	ANGLETON	1	27-Aug-00	
SWBT	TX	South	ALICTXAL	ALICE	1	27-Aug-00	
SWBT	TX	Dallas	ALLNTXSA	ALLEN	1	27-Jul-00	
SWBT	TX	Houston	ALVNTXAL	ALVIN	1	27-Aug-00	
SWBT	TX	Central / West	AMRLTX02	AMARILLO DRAKE	1	20-Jun-00	
SWBT	TX	Central / West	AMRLTXEV	AMARILLO EVERGREEN	1	27-Jul-00	
SWBT	TX	Central / West	AMRLTXFL	AMARILLO FLEETWOOD	1	6-Jun-00	
SWBT	TX	Central / West	AUSTTXCV	CEDAR VALLEY	1	27-Jul-00	
SWBT	TX	Central / West	AUSTTXEV	AUSTIN EVERGREEN	1	27-Jul-00	
SWBT	TX	Central / West	AUSTTXFA	AUSTIN FAIRFAX	1	27-Jul-00	
SWBT	TX	Central / West	AUSTTXFI	AUSTIN FIRESIDE	1	27-Jul-00	
SWBT	TX	Central / West	AUSTTXGR	AUSTIN	1	6-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
				GREENWOOD			
SWBT	TX	Central / West	AUSTTXHI	AUSTIN HICKORY	1	6-Jun-00	
SWBT	TX	Central / West	AUSTTXHO	AUSTIN HOMESTEAD	1	27-Jul-00	
SWBT	TX	Central / West	AUSTTXJO	AUSTIN JOLLYVILLE	1	20-Jun-00	
SWBT	TX	Central / West	AUSTTXLW	AUSTIN LKWY	1	27-Oct-00	
SWBT	TX	Central / West	AUSTTXMC	AUSTIN MANCHACA	1	27-Aug-00	
SWBT	TX	Central / West	AUSTTXPF	AUSTIN PFLUGERVILLE	1	27-Aug-00	
SWBT	TX	Central / West	AUSTTXRR	AUSTIN ROUND ROCK	1	6-Oct-00	V
SWBT	TX	Central / West	AUSTTXTE	AUSTIN TENNYSON	1	27-Jul-00	
SWBT	TX	Central / West	AUSTTXWA	AUSTIN WALNUT	1	27-Jul-00	
SWBT	TX	South	BEVLTXBV	BEEVILLE	1	27-Aug-00	
SWBT	TX	Central / West	BGSPTXBS	BIG SPRING	1	6-Jun-00	
SWBT	TX	Houston	BRHMTXBR	BREHAM	1	27-Aug-00	
SWBT	TX	Houston	BUMTTXTE	BEAUMONT TERMINAL	1	20-Jun-00	
SWBT	TX	Houston	BUMTTXTW	BEAUMONT TWINBROOK	1	20-Jun-00	
SWBT	TX	Houston	BUMTTXUN	BEAUMONT UNIVERSITY	1	27-Jul-00	
SWBT	TX	South	BWVLTXLI	BROWNSVILLE	1	27-Jul-00	
SWBT	TX	Houston	BYCYTXBY	BAY CITY	1	27-Aug-00	
SWBT	TX	Dallas	CLBNTXMI	CLEBURNE	1	27-Aug-00	
SWBT	TX	Houston	CLEVTXCL	CLEVELAND	1	27-Aug-00	
SWBT	TX	Houston	CLUTTXLJ	CLUTE-LAKE JACKSON	1	27-Aug-00	
SWBT	TX	Houston	CNTRTXCN	CENTER	1	27-Aug-00	
SWBT	TX	South	CRCHTXCA	CORPUS CHRISTI CALLEN	1	27-Aug-00	
SWBT	TX	South	CRCHTXTE	CORPUS CHRISTI TERMINAL	1	6-Jun-00	
SWBT	TX	South	CRCHTXTU	CORPUS CHRISTI TULIP	1	20-Jun-00	
SWBT	TX	South	CRCHTXWY	CORPUS CHRISTI WYMAN	1	6-Jun-00	
SWBT	TX	Dallas	CRSCTXTR	CORSICANA	1	27-Aug-00	
SWBT	TX	Houston	CYPRTXCY	CYPRESS	1	27-Aug-00	
SWBT	TX	Dallas	DESNTXHO	DENISON	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXAD	DALLAS ADDISON	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXCH	DALLAS CEDAR HILL	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXDA	DALLAS DAVIS	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXDI	DALLAS DIAMOND	1	20-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	TX	Dallas	DLLSTXDN	DALLAS DANIELDALE	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXDS	DALLAS DESOTO	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXDV	DALLAS DUNCANVILLE	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXEM	DALLAS EMERSON	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXEV	DALLAS EVERGREEN	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXEX	DALLAS EXPRESS	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXFB	DALLAS FARMERS BRANCH	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXFE	DALLAS FEDERAL	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXFL	DALLAS FLEETWOOD	1	20-Jun-00	
SWBT	TX	Dallas	DLLSTXFR	DALLAS FRANKLIN	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXGP	DALLAS GRAND PRAIRIE	1	20-Jun-00	
SWBT	TX	Dallas	DLLSTXHA	DALLAS HAMILTON	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXLA	DALLAS LAKESIDE	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXLN	DALLAS LANCASTER	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXMC	DALLAS MIDCITIES	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXME	DALLAS MELROSE	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXMS	DALLAS MESQUITE	1	20-Jun-00	
SWBT	TX	Dallas	DLLSTXNM	DALLAS NORTH MESQUITE	1	20-Jun-00	
SWBT	TX	Dallas	DLLSTXNO	DALLAS NORTHLAKE	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXRE	DALLAS RENNER	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXRI	DALLAS RIVERSIDE	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXRN	DALLAS RICHARDSON-1	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXRO	DALLAS ROSS AVENUE	1	27-Jul-00	
SWBT	TX	Dallas	DLLSTXRY	DALLAS RYLIE	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXSU	DALLAS SUNNYVALE	1	27-Aug-00	
SWBT	TX	Dallas	DLLSTXTA	DALLAS TAYLOR	1	6-Jun-00	
SWBT	TX	Dallas	DLLSTXWH	DALLAS WHITEHALL	1	20-Jun-00	
SWBT	TX	South	EDBGTXEB	EDINBURG	1	27-Jul-00	
SWBT	TX	South	EGPSTXEP	EAGLE PASS	1	27-Aug-00	
SWBT	TX	Central / West	ELPSTXEA	EL PASO EAST	1	20-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	TX	Central / West	ELPSTXHA	EL PASO HACIENDA	1	20-Jun-00	
SWBT	TX	Central / West	ELPSTXMA	EL PASO MAIN	1	20-Jun-00	
SWBT	TX	Central / West	ELPSTXMS	EL PASO MCCOMBS	1	27-Oct-00	
SWBT	TX	Central / West	ELPSTXNE	EL PASO NORTHEAST	1	20-Jun-00	
SWBT	TX	Central / West	ELPSTXNO	EL PASO NORTH	1	27-Jul-00	
SWBT	TX	Central / West	ELPSTXSE	EL PASO SOUTHEAST	1	27-Jul-00	
SWBT	TX	Central / West	ELPSTXSH	EL PASO SANDY HILLS	1	27-Jul-00	
SWBT	TX	Central / West	ELPSTXYS	EL PASO YSLETA	1	27-Jul-00	
SWBT	TX	Dallas	ENNSTXTR	ENNIS	1	7-Dec-00	
SWBT	TX	Dallas	FRNYTXHI	FORNEY	1	27-Aug-00	
SWBT	TX	Dallas	FRSCTXCO	FRISCO	1	27-Jul-00	
SWBT	TX	Dallas	FRSCTXES	FRISCO	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXAR	ARLINGTON	1	20-Jun-00	
SWBT	TX	Dallas	FTWOTXAT	FORT WORTH ATLAS	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXAX	FORT WORTH WEDGEWOOD	1	20-Jun-00	
SWBT	TX	Dallas	FTWOTXBB	FORT WORTH BENBROOK	1	27-Aug-00	
SWBT	TX	Dallas	FTWOTXBE	FORT WORTH EAGLE MNTN LAKE	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXBN	FORT WORTH BURLESON	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXBR	FORT WORTH MANSFIELD	1	27-Aug-00	
SWBT	TX	Dallas	FTWOTXBU	NORTH RICHLAND HILLS	1	6-Jun-00	
SWBT	TX	Dallas	FTWOTXCE	FORT WORTH SAGINAW	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXCI	WESTLAND	1	27-Aug-00	
SWBT	TX	Dallas	FTWOTXCR	FORT WORTH ARLINGTON	1	6-Jun-00	
SWBT	TX	Dallas	FTWOTXEC	FORT WORTH EDGECLIFF	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXED	FORT WORTH EDISON	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXEU	FORT WORTH EULESS	1	6-Jun-00	
SWBT	TX	Dallas	FTWOTXGL	FORT WORTH GLENDALE	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXJE	FORT WORTH	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
				JEFFERSON			
SWBT	TX	Dallas	FTWOTXKE	FORT WORTH KENNEDALE	1	20-Jun-00	
SWBT	TX	Dallas	FTWOTXLW	FORT WORTH LAKE WORTH	1	27-Aug-00	
SWBT	TX	Dallas	FTWOTXMA	FORT WORTH MARKET	1	27-Aug-00	
SWBT	TX	Dallas	FTWOTXPE	FORT WORTH PERSHING	1	20-Jun-00	
SWBT	TX	Dallas	FTWOTXTE	FORT WORTH TERMINAL	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXWA	FORT WORTH WALNUT	1	27-Jul-00	
SWBT	TX	Dallas	FTWOTXWS	WHITE SETTLEMENT	1	27-Aug-00	
SWBT	TX	Houston	GLTNTXSH	GALVESTON SHERWOOD	1	27-Aug-00	
SWBT	TX	Houston	GLTNTXSO	GALVESTON SOUTHFIELD	1	20-Jun-00	
SWBT	TX	Dallas	GNVLTXGL	GREENVILLE	1	27-Aug-00	
SWBT	TX	Dallas	GRBYTXRA	GRANBURY	1	27-Aug-00	
SWBT	TX	Dallas	GSVLTXHO	GAINESVILLE	1	27-Aug-00	
SWBT	TX	Central / West	HLBOTXJU	HILLSBORO	1	27-Aug-00	
SWBT	TX	Houston	HNVITXHN	HUNTSVILLE	1	27-Aug-00	
SWBT	TX	South	HRLNTXHG	HARLINGEN	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXAD	HOUSTON ADLINE	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXAI	HOUSTON AIRLINE	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXAL	HOUSTON ALIEF	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXAP	HOUSTON APOLLO	1	20-Jun-00	
SWBT	TX	Houston	HSTNTXBA	HOUSTON BAMMEL	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXBR	HOUSTON BARKER	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXBU	HOUSTON BUFFALO	1	6-Jun-00	
					2	6-Jun-00	
					3	6-Jun-00	
SWBT	TX	Houston	HSTNTXBW	HOUSTON BLUERIDGE WEST	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXCA	HOUSTON CAPITOL	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXCH	HOUSTON CHANNELVIEW	1	20-Jun-00	
SWBT	TX	Houston	HSTNTXCL	HOUSTON CLAY	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXDP	HOUSTON DEER PARK	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXEE	HOUSTON EAST ELLINGTON	1	20-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	TX	Houston	HSTNTXEH	HOUSTON EAST HOUSTON	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXFA	HOUSTON FAIRBANKS	1	20-Jun-00	
SWBT	TX	Houston	HSTNTXFR	HOUSTON FRIENDSWOOD	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXGL	HOUSTON GLENDALE	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXGP	HOUSTON GREENSPPOINT	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXGR	HOUSTON GREENWOOD	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXHO	HOUSTON HOMESTEAD	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXHU	HOUSTON HUDSON	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXID	HOUSTON IDLEWOOD	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXJA	HOUSTON JACKSON	1	6-Jun-00	
					2	6-Jun-00	
SWBT	TX	Houston	HSTNTXLA	HOUSTON LANGHAM CREEK	1	20-Jun-00	
SWBT	TX	Houston	HSTNTXLP	HOUSTON LA PORTE	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXMC	HOUSTON MEDICAL CENTER	1	20-Jun-00	
SWBT	TX	Houston	HSTNTXMI	HOUSTON MISSION	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXMO	HOUSTON MOHAWK	1	20-Jun-00	
					2	20-Jun-00	
SWBT	TX	Houston	HSTNTXNA	HOUSTON NATIONAL	1	6-Jun-00	
					2	6-Jun-00	
SWBT	TX	Houston	HSTNTXNE	HOUSTON NEPTUNE	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXOR	HOUSTON ORCHARD	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXOV	HOUSTON OVERLAND	1	20-Jun-00	
					2	20-Jun-00	
SWBT	TX	Houston	HSTNTXOX	HOUSTON OXFORD	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXPA	HOUSTON PARKVIEW	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXPE	HOUSTON PEARLAND	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXPR	HOUSTON PRESCOTT	1	6-Jun-00	
SWBT	TX	Houston	HSTNTXRE	HOUSTON	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
				REPUBLIC			
SWBT	TX	Houston	HSTNTXRI	HOUSTON RIVERSIDE	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXSA	HOUSTON SATSUMA	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXSE	HOUSTON SEABROOK	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXSU	HOUSTON SUNSET	1	6-Jun-00	
					2	6-Jun-00	
SWBT	TX	Houston	HSTNTXUN	HOUSTON UNDERWOOD	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXWA	HOUSTON WALNUT	1	27-Jul-00	
SWBT	TX	Houston	HSTNTXWE	HOUSTON WESTFIELD	1	27-Aug-00	
SWBT	TX	Houston	HSTNTXWL	HOUSTON WEST ELLINGTON	1	27-Jul-00	
SWBT	TX	South	KGVLTXKV	KINGSVILLE	1	27-Aug-00	
SWBT	TX	South	LARDTXLA	LAREDO	1	27-Jul-00	
SWBT	TX	Central / West	LBCKTXFR	LUBBOCK FRANKFORD	1	20-Jun-00	
SWBT	TX	Central / West	LBCKTXPA	LUBBOCK PARKVIEW	1	27-Jul-00	
SWBT	TX	Central / West	LBCKTXPS	LUBBOCK PORTER-SHERWOOD	1	6-Jun-00	
SWBT	TX	Central / West	LBCKTXSW	LUBBOCK SWIFT	1	6-Jun-00	
SWBT	TX	Houston	LBRTTXLB	LIBERTY	1	27-Aug-00	
SWBT	TX	Dallas	LGVWTXGR	LONGVIEW	1	20-Jun-00	
SWBT	TX	Dallas	LGVWTXPL	LONGVIEW	1	20-Jun-00	
SWBT	TX	South	MCALTXMU	MCALLEN	1	27-Jul-00	
SWBT	TX	Dallas	MCKNTXLI	MCKINNEY	1	6-Jun-00	
SWBT	TX	Dallas	MCKNTXWE	MCKINNEY	1	No Collocation Request	
SWBT	TX	Central / West	MDLDTXMU	MIDLAND	1	27-Aug-00	
SWBT	TX	Central / West	MDLDTXOX	MIDLAND OXFORD	1	6-Jun-00	
SWBT	TX	Dallas	MNPLTXPA	MOUNT PLEASANT	1	20-Jun-00	
SWBT	TX	Dallas	MNWLTXFA	MINERAL WELLS	1	27-Aug-00	
SWBT	TX	Dallas	MRSHTXWE	MARSHALL	1	27-Jul-00	
SWBT	TX	South	MSSNTXMI	MISSION	1	27-Jul-00	
SWBT	TX	South	NBRNTXNB	NEW BRAUNFELS	1	20-Jun-00	
SWBT	TX	Houston	NCGDTXNC	NACOGDOCHES	1	27-Aug-00	
SWBT	TX	Houston	NDLDTXND	NEDERLAND	1	27-Jul-00	
SWBT	TX	Central / West	ODSSTXEM	ODESSA EMERSON	1	6-Jun-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	TX	Central / West	ODSSTXLI	ODESSA LINCOLN	1	20-Jun-00	
SWBT	TX	Houston	ORNGTXOR	ORANGE	1	27-Jul-00	
SWBT	TX	Central / West	PAMPTXPP	PAMPA	1	27-Aug-00	
SWBT	TX	Dallas	PARSTXSU	PARIS	1	27-Aug-00	
SWBT	TX	South	PHRRTXPH	PHARR	1	27-Jul-00	
SWBT	TX	Central / West	PLVWTXPV	PLAINVIEW	1	27-Jul-00	
SWBT	TX	Houston	PNHRTXPN	PINEHURST	1	27-Aug-00	
SWBT	TX	Houston	PTARTXWO	PORT ARTHUR WOODLAWN	1	27-Jul-00	
SWBT	TX	Houston	PTARTXYU	PORT ARTHUR YUKON	1	27-Jul-00	
SWBT	TX	Dallas	RDOKTXHO	RED OAK	1	13-Oct-00	V
SWBT	TX	Dallas	RKWLTXPA	ROCKWALL	1	27-Jul-00	
SWBT	TX	Dallas	RONKTXWO	ROANOKE	1	27-Jul-00	
SWBT	TX	Houston	RSBGTXRR	RICHMOND-ROSENBERG	1	27-Jul-00	
SWBT	TX	South	SGINTXSG	SEGUIN FRANKLIN	1	27-Jul-00	
SWBT	TX	South	SNANTXBA	SAN ANTONIO BABCOCK	1	27-Jul-00	
SWBT	TX	South	SNANTXCA	SAN ANTONIO CAPITOL	1	20-Jun-00	
SWBT	TX	South	SNANTXCU	SAN ANTONIO CULEBRA	1	20-Jun-00	
SWBT	TX	South	SNANTXDI	SAN ANTONIO DIAMOND	1	6-Jun-00	
SWBT	TX	South	SNANTXED	SAN ANTONIO EDISON	1	27-Aug-00	
SWBT	TX	South	SNANTXFR	SAN ANTONIO FRATT	1	27-Jul-00	
SWBT	TX	South	SNANTXGE	SAN ANTONIO GENERAL	1	27-Jul-00	
SWBT	TX	South	SNANTXLA	SAN ANTONIO LACKLAND	1	27-Oct-00	
SWBT	TX	South	SNANTXLE	SAN ANTONIO LEHIGH	1	27-Jul-00	
SWBT	TX	South	SNANTXLS	SAN ANTONIO LEON SPRINGS	1	27-Aug-00	
SWBT	TX	South	SNANTXMA	SAN ANTONIO MARTINEZ	1	27-Aug-00	
SWBT	TX	South	SNANTXMC	SAN ANTONIO MEDICAL CENTER	1	27-Aug-00	
SWBT	TX	South	SNANTXPE	SAN ANTONIO PERSHING	1	6-Jun-00	
SWBT	TX	South	SNANTXSL	SAN ANTONIO SHAVANO	1	27-Aug-00	

Date of Update		12-Oct-00					
Company	State	Engineering Area	Office CLLI	Office Name	ILEC Splitter Bay	ILEC Line Sharing Service Available Date	Bay in TELCO Lineup "V"
SWBT	TX	South	SNANTXTA	SAN ANTONIO TAYLOR	1	6-Jun-00	
SWBT	TX	South	SNANTXUC	SAN ANTONIO UNIVERSAL CITY	1	27-Jul-00	
SWBT	TX	South	SNANTXWA	SAN ANTONIO WALNUT	1	20-Jun-00	
SWBT	TX	South	SNANTXWE	SAN ANTONIO WETMORE	1	20-Jun-00	
SWBT	TX	Houston	SPLDTXSP	SPLENDORA	1	27-Aug-00	
SWBT	TX	Houston	SPRNTXNO	SPRING NORTH	1	20-Jun-00	
SWBT	TX	Houston	SPRNTXSO	SPRING SOUTH	1	27-Jul-00	
SWBT	TX	Houston	TBLTXKL	TOMBALL KLEIN	1	20-Jun-00	
SWBT	TX	Houston	TBLTXTB	TOMBALL	1	27-Aug-00	
SWBT	TX	Central / West	TMLTXDN	TEMPLE DOWNTOWN	1	27-Aug-00	
SWBT	TX	Dallas	TRRLTXJO	TERRELL	1	27-Aug-00	
SWBT	TX	Houston	TXCYXLM	TEXAS CITY-LA MARQUE	1	27-Aug-00	
SWBT	TX	Houston	TXCYXTC	TEXAS CITY	1	27-Aug-00	
SWBT	TX	Dallas	TYLRTXLY	TYLER	1	27-Jul-00	
SWBT	TX	Dallas	TYLRTXSO	TYLER	1	20-Oct-00	
SWBT	TX	South	UVLDTXUV	UVALDE	1	27-Aug-00	
SWBT	TX	South	VCTATXVI	VICTORIA	1	27-Aug-00	
SWBT	TX	Central / West	WACOTX01	WACO	1	27-Aug-00	
SWBT	TX	Central / West	WACOTXHE	WACO HEWITT	1	27-Aug-00	
SWBT	TX	Central / West	WACOTXPR	WACO PRESCOTT	1	27-Aug-00	
SWBT	TX	Central / West	WACOTXSW	WACO SWIFT	1	27-Aug-00	
SWBT	TX	Dallas	WCFLTXCF	WICHITA FALLS	1	6-Jun-00	
SWBT	TX	Dallas	WCFLTXNI	WICHITA FALLS	1	6-Jun-00	
SWBT	TX	Dallas	WTFRTXLY	WEATHERFORD	1	27-Aug-00	
SWBT	TX	Dallas	WXHCTXWE	WAXAHACHIE	1	27-Aug-00	

Assessment = office being reviewed to determine availability of space for deployment of ILEC owned equipment.

Schedule H
Interim Line Sharing Amendment for Texas

Covad's Interim Amendment
Not yet filed

INTERIM APPENDIX HFPL-TEXAS
High Frequency Portion of the Loop

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INTERIM APPENDIX HFPL
High Frequency Portion of the Loop

1. INTRODUCTION

- 1.1 This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by Southwestern Bell Telephone Company (SWBT) and Covad Communications Company (CLEC). In order to take advantage of this interim offer, the CLEC must currently collocate equipment in SWBT's central offices and purchase network elements from SWBT.
- 1.2 The interim prices at which SWBT agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered tariff where stated. The rates for loop conditioning will be governed by existing interconnection agreements.
- 1.3 SWBT agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.
- 1.4 The Parties acknowledge and agree that they are entering into the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Texas.
- 1.5 The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective upon signing. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by the Parties in Texas under Sections 251/252 of the Act upon approval by the Texas commission of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review. In the event that this Interim Appendix HFPL is in place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the Texas commission in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through arbitration or other proceeding.

- 1.6 The results of the arbitration shall be effective the date the Texas commission order(s) becomes final, unless the order(s) is stayed pending appeal.
- 1.7 The Parties acknowledge and agree that relevant Commission-approved performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.

2. DEFINITIONS

- 2.1 For purposes of this Appendix, a “loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises.
- 2.2 For purposes of this Appendix, a “subloop” is defined as any portion of the loop from SWBT’s F1/F2 interface to the demarcation point at the customer premise that can be accessed at a terminal in SWBT’s outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within. The Parties recognize that this is only one form of subloop (defined as the F1/F2 interface to the customer premise) as set forth in the FCC’s Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC’s Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999) (“the UNE Remand Order”). Additional subloop types may be negotiated and agreed to by the Parties consistent with the UNE Remand Order. Subloops discussed in this Appendix will be effective in accordance with the dates set out in the UNE Remand Order.
- 2.3 The term “Digital Subscriber Line” (“DSL”) describes various technologies and services. The “x” in “xDSL” is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).
- 2.4 “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with

voice band transmission. SWBT shall only make the HFPL available to CLEC in those instances where SWBT also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

- 2.5 A loop technology that is “presumed acceptable for deployment” is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.
- 2.6 A “non-standard xDSL-based technology” is a loop technology that is not presumed acceptable for deployment under Section 2.5 of this Appendix.
- 2.7 A “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.
- 2.8 “Digital Subscriber Line Access Multiplexer” (“DSLAM”) is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

3. GENERAL TERMS AND CONDITIONS RELATING TO THE HIGH FREQUENCY PORTION OF THE LOOP

- 3.1 SWBT will provide a HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined by state or federal regulatory agencies, including but not limited to FCC rules. For the purposes of this interim agreement, ADSL, RADSL, and G.Lite, are presumed acceptable. SWBT will not impose limitations on the transmission speeds of xDSL services; provided, however, SWBT does not guarantee transmission speeds, available bandwidth nor imply any service level.
- 3.2 Consistent with the Line Sharing Order, CLEC may only deploy xDSL technologies on the HFPL that do not cause significant degradation with analog voice band transmission. SWBT shall not deny CLEC’s request to deploy any xDSL technology over the HFPL that is presumed acceptable for deployment pursuant to state or federal rules unless SWBT has demonstrated to the state commission in accordance with FCC orders that CLEC’s deployment of the specific technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 3.3 In the event the CLEC wishes to introduce a technology on the HFPL that has been successfully deployed by any carrier elsewhere but not otherwise

approved by an industry standards body, the Federal Communications Commission or any state commission, the CLEC will provide documentation describing that action to SWBT before or at the time of its request to deploy such technology within SWBT.

3.4 In the event the CLEC wishes to introduce a technology on the HFPL that is not presumed acceptable for deployment pursuant to federal or state rules, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5 Liability

3.5.1 Notwithstanding any other provision of this Appendix, each Party, whether a CLEC or SWBT, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on SWBT facilities, the Party (“Indemnifying Party”) will pay all direct costs associated with any physical damage, service interruption or other telecommunications service degradation, or damage to the other Party’s (“Indemnitee”) facilities.

3.5.2 Where CLEC or SWBT claims that a deployed service is significantly degrading the performance of its advanced service or traditional voiceband services, that carrier must notify the deploying carrier and allow the deploying carrier a reasonable opportunity to correct the problem. Where the carrier whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation.

(a) Where the degradation asserted remains unresolved by the deploying carrier(s) after a reasonable opportunity to correct the problem, the carrier whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation.

(b) Any claims of network harm presented to the deploying carrier(s) or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information.

(c) Where a carrier demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services before the relevant state commission, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not

significantly degrade the performance of other such services.

- (d) Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under this Appendix, the degraded service shall not prevail against the newly-deployed technology.

3.6 Indemnification: Indemnification for this Appendix shall be governed by the indemnification provisions in the Interconnection Agreement.

4. UNBUNDLED xDSL-CAPABLE LOOP OFFERINGS

4.1 When SWBT is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on loops that meet the loop requirements as defined in CLEC's underlying Interconnection Agreement. The CLEC will provide SWBT with the type of technology it seeks to deploy, at the time of ordering, including the PSD of the technology the CLEC will deploy. If the technology does not have a PSD mask, CLEC shall provide SWBT with a technical description of the technology (including power mask) for inventory purposes. SWBT shall use PSD mask information solely for inventory purposes.

4.2 When SWBT traditional retail POTS services are disconnected SWBT will notify the CLEC that the POTS is being disconnected. The CLEC will determine whether the broadband service will be converted from a Line Sharing Circuit, or HFPL, to a full stand alone UNE loop or disconnected. SWBT will not take any action until 3 business days after providing the notice to CLEC. In the event HFPL is converted to a full stand alone UNE loop, SWBT will not cause or require any interruption in service (except as provided below) to execute the loop access status change, unless otherwise requested by the CLEC. In the event the CLEC requests the splitter be removed from the loop, the CLEC shall pay for reconfiguration associated with removal of the splitter. When SWBT removes a SWBT owned splitter to convert the customer to a stand alone loop a momentary outage (not to exceed 5 minutes, parity with the outage experienced by SWBT's retail affiliate or as defined by FCC, whichever is less) in CLEC's data service will occur provided that such outage does not conflict with any decision rule or regulation of the FCC or applicable state authority. Should the CLEC not request that SWBT remove the splitter, CLEC will continue paying charges associated with the splitter in accord with this Interim Appendix. Upon request of either Party, the Parties shall meet to negotiate additional terms for such notification and disconnection.

4.3 SWBT shall be under no obligation to provide multi-carrier or multi-service line sharing arrangements as referenced in FCC 99-35, paragraph 75.

- 4.4 HFPL is not available in conjunction with a combination of network elements known as the platform or UNE-P (including loop and switch port combinations) or unbundled local switching or any arrangement where SWBT is not the retail POTS provider. SWBT will provide line sharing under such circumstances if ordered to do so by the FCC or appropriate state authority. SWBT will have 120 days following the effective date of the FCC's or appropriate state authority's order or until the implementation date ordered by the FCC or appropriate state authority, if different, to design, develop, and deliver a line sharing product that involves a combination of network elements known as the platform or UNE-P.
- 4.5 Except as otherwise provided in this Interim Appendix, SWBT shall be under no obligation to provide HFPL on a loop across which SWBT is not the existing retail provider of the traditional, analog voice services (POTS). In addition, SWBT shall be under no obligation to provision HFPL in any instance where physical facilities do not exist. This exclusion does not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request. CLEC shall pay SWBT for any conditioning performed at its request, pursuant to Section 1.2.
- 4.6 If and when CLEC changes the PSD mask of service provided across an HFPL, CLEC will immediately notify SWBT. Likewise, SWBT will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within a binder and type of technology deployed on those loops SWBT will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask (but still remains in the HFPL only), CLEC shall provide SWBT with a technical description of the technology (including power mask) for inventory purposes.
- 4.7 In the event that SWBT determines there are excessive disturbers, SWBT will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.
- 4.8 SWBT shall not impose its own standards for provisioning xDSL services, through Technical Publications or otherwise, until and unless approved by the Commission or the FCC prior to use. However, SWBT may publish mutually non-binding Technical Publications to communicate current standards and their application as set forth in Paragraph 72 of FCC Order 99-48 (rel. March 31, 1999), FCC Docket 98-147.

- 4.9 Nothing in this Interim HFPL Appendix shall impact the parties' respective rights and obligations, if any, relating to Project Pronto and the negotiations of a Broadband Agreement.

5. HFPL: SPLITTER OWNERSHIP AND RESPONSIBILITIES

5.1 Splitter ownership:

5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SWBT's standard collocation practices and procedure. When virtually collocated, SWBT will install, provision and maintain splitters under the terms of virtual collocation. In this configuration, SWBT shall charge CLEC for two (2) cross connects in the state of Texas pursuant to the Texas PUC's interim linesharing decision.

5.1.2 Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SWBT agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the terms set forth herein, at a minimum for the length of time this interim appendix is effective. SWBT will determine where such SWBT-owned splitters will be located in each central office. SWBT owned splitters will be placed in a common area accessible to CLECs if space is available, or may be placed in proximity to the MDF. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Any service-intrusive test performed by either party shall be coordinated with both the customer as well as the other party. Upon CLEC's request, SWBT will perform testing and repair at the SWBT owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SWBT, CLEC shall pay SWBT for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities. In this configuration, SWBT shall charge CLEC for three (3) cross connects in the state of Texas pursuant to the Texas PUC's interim linesharing decision.

5.1.2.1 SWBT will agree to lease such splitters a line at a time subject to the following terms and conditions:

5.1.2.1.1 Forecasts: CLEC will provide SWBT with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and

July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SWBT shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SWBT central office. For requests for SWBT provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.

- 5.1.2.1.2 Forecast Penalties: No forecast penalties will be levied pursuant to this interim agreement. SWBT will manage the capacity of the splitter and all facilities related to provision of HFPL in a reasonable and nondiscriminatory manner.
- 5.1.2.2 Splitter provisioning will use standard SWBT configuration cabling and wiring in SWBT locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with SWBT's Operational Support Systems ("OSS"). SWBT will consider use of other CLEC-recommended splitters as new splitter technologies are introduced.
- 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.1.2.4 From time to time, SWBT may need to replace or repair SWBT-owned splitters or splitter cards, which necessitate a brief interruption (not to exceed 5 minutes, parity with the outage experienced by SWBT's retail affiliate or as defined by FCC, whichever is less) of CLEC's service. In the event that service interruption is anticipated by SWBT, SWBT shall notify CLEC in advance of the interruption.¹

¹ The issue of notice of anticipated service interruption is the subject of disagreement between the Parties. In the event that the Public Utility Commission of Texas issues a ruling regarding this

5.1.2.5 SWBT retains the sole right to select SWBT-owned splitter equipment and installation vendors.

- 5.2 When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SWBT will install the splitter in a SWBT bay and SWBT will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.
- 5.3 Splitter provisioning will use standard SWBT configuration cabling and wiring in SWBT locations. Connecting Block layouts will reflect standard recognizable arrangements that will work with SWBT Operations Support Systems (“OSS”).
- 5.4 Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.
- 5.5 All splitter equipment must be compliant with applicable FCC regulations and NEBS Level 1.

6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING²

- 6.1 General: SWBT will provide CLEC with nondiscriminatory access by electronic or manual means, to its loop makeup information set forth in SWBT’s Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC’s UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SWBT is providing any other CLEC and/or SWBT’s retail operations or its advanced services affiliate.
- 6.2 Loop Pre-Qualification: Subject to 6.1 above, SWBT’s interim pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, SWBT will provide mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the

issue, the Parties agree to incorporate the ruling into this Agreement within the timeframe as ordered by the Texas PUC.

² These terms and conditions are unique to SWBT. Parties to Interconnection Agreements with GTE shall use the applicable Interconnection Agreement language or other mutually agreed upon language for OSS systems.

approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge.

6.3 Loop Qualification: Subject to 6.1 above, SWBT will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow CLECs, as well as SWBT's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual.

6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SWBT's Plan of Record when such information is contained in SWBT's electronic databases. For each HFPL order submitted by CLEC where CLEC employs mechanized loop qualification, CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix 25:xDSL.

6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data may include the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. For each HFPL order submitted by CLEC where CLEC employs manual loop qualification, CLEC will be billed a manual loop qualification charge for each manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.3.3 Detailed manual loop qualification includes all fields as described in SWBT's Plan of Record, including the fields described in fields 6.3.2 above. CLEC will be billed a detailed manual loop qualification charge for each detailed manual loop qualification requested at the rates set forth in Appendix 25:xDSL.

6.4 All three categories of loop qualification are subject to the following:

6.4.1 If load coils, repeaters, or excessive bridged tap are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed without request and at no charge to the CLEC.

6.4.2 If a CLEC elects to have SWBT provide loop makeup through a manual process for information not available electronically, then the

loop qualification interval will be 3-5 business days, or the interval provided to SWBT's affiliate, whichever is less.

- 6.4.3 If the results of the loop qualification indicate that conditioning is available, CLEC may request that SWBT perform conditioning at charges set forth in Appendix 25: xDSL. The CLEC may order the loop without conditioning or with partial conditioning if desired.
- 6.4.4 For HFPL, if CLEC's requested conditioning violates Carrier Serving Area (CSA) or Serving Area Concept (SAC) design standards, SWBT is not required to condition the loop. If SWBT and or its affiliate contends that conditioning or deconditioning a loop will significantly degrade voice grade service on the loop, then SWBT : (a) must, if CLEC disputes SWBT's contention, establish its position before the Public Utility Commission of Texas; (b) must also show that there is no adjacent or alternative loop available that can be conditioned or to which the customer's service can be moved to enable line sharing; and (c) may not provide xDSL services across the loop in question for itself without first making the loop available to any requesting carrier the high frequency portion of the newly-conditioned loop.

7. PROVISIONING

- 7.1 Provisioning: SWBT will perform at a minimum, the following tests prior to delivering the HFPL to CLEC: (a) an ANI test on the combined voice and data loop at the vertical blocks on both the main distribution frame and any intermediate frame used in provisioning the HFPL; and (b) a visual confirmation of all cross-connects, including specifically the cross connects from the data port on the splitter through to CLEC's DSLAM. The purpose of these tests will be to confirm that the correct loops (as determined by the telephone number associated with the loops carrying the ordered HFPL) is cross-connected through to the correct splitter ports and CLEC's DSLAM.
- 7.2 SWBT will not guarantee that the local loop(s) ordered will perform as desired by CLEC for HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SWBT beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates or as stated in the Interconnection Agreement. On loops where CLECs have requested that no conditioning be performed, SWBT's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SWBT will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SWBT will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

- 7.3 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning SWBT is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Interconnection Agreement. The, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance.
- 7.4 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals.
- 7.4.1 The interim provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be three (3) business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services, or its affiliate's, whichever is less.
- 7.4.2 The interim provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SWBT's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC customer's release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply.
- 7.4.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.
- 7.4.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance.

- 7.4.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Interconnection Agreement and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.
- 7.4.6 Upon request of either party, the parties agree to develop methods and procedures and terms and conditions to govern the conversion of an existing stand alone DSL capable UNE loop and an existing stand alone POTS loop to a single line-shared loop. Until such time, conversions will be handled on a case-by-case basis and will be jointly agreed upon by the parties.
- 7.5 The CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing.
- 7.6 None of the provisioning intervals in which SWBT provide tie cables necessary for the collocation of splitters may exceed 30 calendar days of receipt of a CLEC's application.

8. MAINTENANCE /SERVICE ASSURANCE

- 8.1 If requested by either Party, the parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 8.2 Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, SWBT shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, SWBT shall notify the end user and CLEC for advance permission any time SWBT repair effort has the potential of affecting service on the broadband portion of the loop.
- 8.3 SWBT will provide resolution of CLEC-referred trouble tickets for the HFPL in parity with repair intervals SWBT provides its advanced services affiliates for the HFPL.
- 8.3.1 If the CLEC opens a trouble ticket for the HFPL portion of the loop to SWBT and the problem is determined to be in the CLEC's network, the CLEC will pay SWBT the applicable commissioned-

ordered tariffed rate for trouble isolation, maintenance, and repair upon closing the trouble ticket. Likewise, if SWBT opens a trouble ticket with CLEC to repair the POTS portion of the loop containing the HFPL and the problem is determined to be in SWBT's network, then SWBT will pay CLEC the applicable rate that SWBT charges for trouble isolation, maintenance, and repair.

8.3.2 SBC-owned line splitters:

8.3.2.1 For central office trouble reported solely on the HFPL where the voice service has not been impacted, SWBT will offer a 24-hour clearing time, excluding weekends and holidays, or parity with the repair intervals SWBT provides its advanced services affiliates, whichever is less.

8.3.3 CLEC-owned line splitters:

8.3.3.1 If SWBT isolates a trouble (causing significant degradation or out of service condition to the POTS service) caused by the CLEC data equipment or splitter, SWBT will notify the CLEC and request a trouble ticket and a committed restoration time from CLEC for clearing the reported trouble.

8.3.4 Either Party may offer the End User the option of restoring the POTS line if the End User is not satisfied with the repair interval provided by the CLEC. SWBT, however, will not initiate contact with the End User to inquire if the End User would like POTS service restored. If the End User chooses to have the POTS line restored before the HFPL problem can be corrected and notifies either CLEC or SWBT, the contacted Party will notify the other and provide contact names prior to SWBT "cutting around" the POTS Splitter/DSLAM equipment to restore POTS.

8.3.5 When the CLEC resolves the trouble condition in its equipment, the CLEC will contact SWBT to restore the HFPL.

8.3.6 In the event the trouble is identified and corrected in the CLEC equipment, SWBT will charge the CLEC the applicable commissioned-ordered tariffed rate for trouble isolation, maintenance, and repair upon closing the trouble ticket.

8.4 Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing MLT intrusive test scripts, the CLEC must have established data service on that loop. and have specifically informed the customer that service testing will interrupt both the data and voice_telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the

express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.

8.5 The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service without coordination with SWBT.

9. SPECTRUM MANAGEMENT

9.1 Spectrum management for HFPL shall be provided under the same terms and conditions as set forth in the underlying xDSL Agreement.

10. PRICING

10.1 SWBT and CLEC agree to the following interim prices for access to the Line-Sharing UNE. Any element necessary for interconnection that is not identified below is priced as currently set forth in the Interconnection Agreement between the parties, pursuant to the interim award. All rate elements established in Docket 22168 and 22469 shall be subject to true up based on a TELRIC-based cost docket before the Public Utility Commission of Texas.

<i>Element</i>	Recurring Rate	Non-Recurring Rate
Shared Loop	\$0.00	N/A
ILEC-Owned Splitter	\$0.89	N/A
OSS Upgrade	\$0.61	N/A
Cross-Connects (3) (ILEC-Owned Config.)	\$3.72	\$14.16
Cross-Connects (2) (CLEC-Owned Config.)	\$2.48	\$9.44

11. RESERVATION OF RIGHTS

11.1 CLEC and SWBT enter into this interim Appendix to allow CLEC to order HFPL during the initial deployment phase. CLEC and SWBT enter into this interim Appendix without waiving current or future relevant legal rights and without prejudicing any position CLEC or SWBT may take on relevant issues before industry forums, state or federal regulatory or legislative bodies or courts of competent jurisdiction.

11.2 The Parties acknowledge and agree that the provision of the HFPL and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order

or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders (whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147, the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147, the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"), or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, the Parties shall negotiate in good faith to arrive at an agreement on conforming modifications to this Appendix. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Agreement.

AMENDMENT NO. 1

TO INTERCONNECTION AGREEMENT

BY AND BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

COVAD COMMUNICATIONS COMPANY

The Interconnection Agreement (“the Agreement”) by and between Southwestern Bell Telephone Company (“SWBT”) and Covad Communications Company (“CLEC”) in Texas is hereby amended as follows:

- (1) The Agreement is amended to add the Interim Appendix HFPL (High Frequency Portion of the Loop), which is attached hereto and incorporated herein by reference. This Amendment is being entered into by the Parties pursuant to the Interim Award entered in Texas Public Utility Commission (“TPUC”) Docket Nos. 22168/22469. Thus, the Parties acknowledge and agree that this Amendment does not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC in its *Memorandum Opinion and Order*, CC Docket 98-141 (rel. October 8, 1999).
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- (4) This Amendment shall be filed with the TPUC and shall become effective upon execution by both parties pursuant to the Interim Award issued in Docket Nos. 22168/22469.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2000, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Covad Communications Company

***Southwestern Bell Telephone Company**

By: _____

By: _____

Title: _____

Title: President – Industry Markets

Name: _____

Name: _____

(Print or Type)

(Print or Type)

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment SWBT does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights under Section 3 of the Interconnection Agreement between Covad Communications Company and Southwestern Bell Telephone Company.

COVAD SETTLEMENT RATES

Schedule of Prices

SOUTHWESTERN BELL TELEPHONE COMPANY/DSLNET COMMUNICATIONS, INC.
MISSOURI

Line	Change/ Updates	Rate Element	Service	USOCs	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		HFPL						
			HFPL Loop (1/2 of 2-wire xDSL loop)					
			Zone 1 (Rural)	ULPPX	\$ 5.75	N/A	N/A	
			Zone 2 (Suburban)	ULPPX	\$ 5.75	N/A	N/A	
			Zone 3 (Urban)	ULPPX	\$ 5.75	N/A	N/A	
			Zone 4 (Urban Springfield)	ULPPX	\$5.75	N/A	N/A	
			HFPL Splitter--SBC Owned Line at a time	MYQXB	\$0.00	N/A	N/A	
			HFPL Cross Connects					
			HFPL Cross Connect - CLEC Owned - Non-Integrated	UKCGE	\$0.00	\$ 10.00	\$ 10.00	
			HFPL Cross Connect - CLEC Owned - Integrated	UKCGD	\$0.00	\$ 10.00	\$ 10.00	
			HFPL Cross Connect-ILEC Owned	UKCGX	\$0.00	\$ 10.00	\$ 10.00	
			HFPL OSS Charge -- Per Line	UM3	\$0.00	N/A	N/A	
			All Electronic Service Order Charges	NR9W2, NRBAW, NR9GG, NR9GU, NR9GZ, NRBJ5, NRBJ6, (NR9W2)	None	\$0.00	None	

COVAD SETTLEMENT RATES

Schedule of Prices

NEVADA BELL TELEPHONE COMPANY/DSLNET COMMUNICATIONS, INC.
NEVADA

Line	Change/ Updates	Rate Element	Service	RECURRING RATE	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		HFPL					
			HFPL Loop (1/2 of 2-wire xDSL loop)				
			Zone 1 (Rural)	\$ 5.75	N/A	N/A	
			Zone 2 (Suburban)	\$ 5.75	N/A	N/A	
			Zone 3 (Urban)	\$ 5.75	N/A	N/A	
			HFPL Splitter--SBC Owned Line at a time	\$0.00	N/A	N/A	
			HFPL Cross Connects				
			HFPL Cross Connect - CLEC Owned - Non-Integrated	\$0.00	\$ 10.00	\$ 10.00	
			HFPL Cross Connect - CLEC Owned - Integrated	\$0.00	\$ 10.00	\$ 10.00	
			HFPL Cross Connect-ILEC Owned	\$0.00	\$ 10.00	\$ 10.00	
			HFPL OSS Charge -- Per Line	\$0.00	N/A	N/A	
			All Electronic Service Order Charges	None	\$0.00	None	

COVAD SETTLEMENT RATES

Schedule of Prices

SOUTHWESTERN BELL TELEPHONE COMPANY/DSLNET COMMUNICATIONS, INC.
WISCONSIN

Line	Change/ Updates	Rate Element	Service	RECURRING RATE	NONRECURRING RATE
		HFPL			
			HFPL Loop (1/2 of 2-wire xDSL loop)		
			Zone 1 (Rural)	\$ 5.75	N/A
			Zone 2 (Suburban)	\$ 5.75	N/A
			Zone 3 (Urban)	\$ 5.75	N/A
			HFPL Splitter--SBC Owned Line at a time	\$0.00	N/A
			HFPL Cross Connects		
			HFPL Cross Connect-CLEC Owned	\$0.00	\$ 10.00
			HFPL Cross Connect-ILEC Owned	\$0.00	\$ 10.00
			HFPL OSS Charge -- Per Line	\$0.00	N/A
			Shared Cost: .00		
			Common Cost: .2335		
			Revenue Related Cost: .0612		
			(Wisconsin Shared and Common Factor based on SGAT 2/97 filing)		
			Mechanized Service Order Charge for HFPL = 0		