

2015 LNPA RFP

1. GENERAL PROJECT INFORMATION

1.1 STATEMENT:

Introduction and Purpose

Pursuant to the Telecommunications Act of 1996, the Federal Communications Commission (FCC) has adopted a succession of orders implementing Local Number Portability (LNP), which allows consumers to change service providers for telecommunications services at the same location without changing their telephone numbers. Currently, LNP is enabled in the seven United States former Regional Bell Operating Company (RBOC) service areas or regions, including their related Territories (each a "Region" and collectively, the "Regions") through seven databases, one in each Region, collectively referred to as the Number Portability Administration Center/Service Management System (NPAC/SMS). Each Regional database is operated and administered by a Local Number Portability Administrator (LNPA), neutral and independent from Telecommunications Carriers. A separate Master Agreement governs the operation and administration of the NPAC/SMS by the LNPA in each of the seven Regions and specifies the terms and conditions for providing NPAC/SMS services (referred to as the "Services").

All Master Agreements in all Regions are managed by the North American Portability Management LLC (NAPM LLC), and all Master Agreements in all Regions expire on June 30, 2015. The FCC has delegated authority to its advisory committee, the North American Numbering Council (NANC), working in consultation with the NAPM LLC, to implement a vendor selection process, for the next-generation NPAC/SMS in all Regions, to commence at the expiration of the current Master Agreements. This vendor selection process includes issuance of a Request For Information (RFI) and a subsequent Request For Proposal (RFP) and will culminate in the selection of the LNPA in each of the seven Regions. The purpose of the NANC is to advise the Commission and to make recommendations, reached through consensus, that foster efficient and impartial number administration. The NANC, a diverse body with consumer, state government, and industry representatives, has established an LNPA Selection Working Group (SWG) to oversee the selection process of the LNPA. See Order, WC Docket No. 09-109 and CC Docket No. 95-116, DA 11-883, (adopted May 16, 2011) for process information and the respective roles of the FCC, NANC, and NAPM LLC. During this process, options for replacement and/or enhancement of the current NPAC/SMS in all Regions may be considered.

The purpose of the RFP is to provide each prospective RFP vendor (referred to as a Respondent or a Bidder) with an opportunity to demonstrate how its proposal satisfies the requirements of the RFP and will benefit Telecommunications Carriers and other qualified parties who will be Users of the NPAC/SMS and who rely upon the NPAC/SMS for the rating, routing, and billing of calls, law enforcement and other parties who may be granted certain limited and special access to NPAC/SMS data for other permissible purposes, and ultimately consumers. Each Respondent is instructed to answer all questions in as concise and complete a manner as possible, and in many instances, the Respondent is provided with an opportunity to elaborate on its answers.

The RFP process is comprised of three surveys, which should be completed in this order: (1) Vendor Qualification, (2) Technical Requirements Document, and (3) the RFP. The Technical Requirements Document (TRD) identifies both the technical requirements describing the requisite technical capability of any proposal and some of the required obligations of an LNPA to administer the NPAC/SMS(s). Although great care has been taken to ensure the accuracy of the TRD and other reference documents, it is the Respondent's responsibility to ensure that any response to a specific NPAC/SMS technical requirement contained herein is based on the latest NPAC/SMS Functional Requirements Specification (FRS) and other reference documents as currently published and made available to the industry. FRS Rel 3.4.1(a) was used in creating the TRD FRS sections. Each technical document (FRS, IIS, GDMO, ASN 1.0) has its own glossary, abbreviations, figures and tables.

The NAPM LLC has authorized one of its Advisory Committees, the Future of NPAC Subcommittee (hereafter referred to as the FoNPAC), to project manage the RFP process, including the solicitation and evaluation of responses to this RFP

survey. The Iasta® SmartSource SRM® Tool will be used to gather, evaluate, and weigh all responses to this RFP as part of the LNPA selection process. The LNPA selection process is expected to conclude on or about March 2013.

1.2 STATEMENT:

Vendor RFP Response Instructions

1. All responses to this RFP survey must be submitted through the Iasta® SmartSource SRM® Tool. The Iasta® SmartSource SRM® Tool is an "on demand" technology that contains product platforms (such as Product Management and Decision Optimization) for sourcing teams.
2. All questions about this RFP survey must be posted in the on-line "Forum" in the Iasta® SmartSource SRM® Tool. Questions will be answered by the FoNPAC as quickly as possible. Please note that all questions and answers can be viewed by any party with access to this RFP survey in the Iasta® SmartSource SRM® Tool.
3. Respondents must satisfy the Vendor Qualification Criteria in the Vendor Qualification survey in order for a Respondent's submission to this RFP to be considered.
4. All responses and submissions in connection with this RFP survey must be complete, truthful, and accurate. Material misrepresentations or omissions may result in disqualification or reductions in scoring.
5. A response to the RFP survey must be received on or before the RFP Response Cut-Off date as described in Section 1.5 of this RFP survey via the Iasta® SmartSource SRM® Tool.

1.3 STATEMENT:

Treatment of Information and Confidentiality

All responses to the RFP survey become the property of the NAPM LLC upon submission, and the NAPM LLC and the FoNPAC expressly reserve the right to reject any and all responses to this RFP survey without an explanation. The NAPM LLC and the FoNPAC may engage an independent consultant to assist in the evaluation of responses to this RFP survey, the Vendor Qualification Criteria survey, and the TRD survey and to make recommendations to the NAPM LLC and the FoNPAC. The NAPM LLC and the FoNPAC reserve the right to request additional information or clarification.

No Respondent's information submitted, with the exception of pricing information, will be treated as confidential or subject to any restrictions on its use and disclosure. Pricing information submitted may be shared under confidentiality agreements with members of the SWG, the FoNPAC, the NAPM LLC, and FCC staff in connection with evaluation of a Respondent's RFP response.

All supporting documents related to a Respondent's submission to this RFP survey must reference "Request for Proposal No. 2015-LNPA-RFP-1." RFP survey responses must be submitted in accordance with the instructions in Section 1.2 VENDOR RFP RESPONSE INSTRUCTIONS. Any RFP survey response submitted after the RFP Cut-off Date as described in Section 1.5 of this RFP survey will not be considered. A Respondent is solely responsible for ensuring that its response is submitted and received by the FoNPAC in accordance with the instructions. All submissions in connection with this RFP, including this RFP survey must be complete, truthful, and accurate. Material misrepresentations or omissions may result in disqualification or reduction in scoring.

In exchange for consideration of a Respondent's submission to this RFP survey, Respondent agrees by such submission to indemnify and hold harmless the NAPM LLC, the FoNPAC, its employees, officers, agents, contractors, consultants, Members, and counsel from and against any and all liabilities, demands, damages, expenses and losses arising from such submission and Response and any subsequent award or decision not to award a contract pursuant to the RFP or the

vendor selection process. The Respondent shall be solely responsible for any claims, costs, or damages it incurs in connection with all submissions and responses to this RFP survey.

1.4

STATEMENT:

Local Number Portability (LNP)

LNP is the ability of users of telecommunications services, to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. (See 47 USC § 153(30)).

Currently, the LNPA provides a total solution for maintaining, administering, and operating the NPAC/SMS in each of seven United States Regions for the continued operation of LNP. The NPAC/SMS is the system that manages the porting and pooling of telephone numbers (TNs).

The NPAC/SMS in each Region serves as a central coordination point for LNP activity in that Region. The LNPA provides management, administration, and oversight for, as well as integration of, Data Center operations, hardware and software development, and all maintenance-related functions. The LNPA is responsible for achieving performance standards established and amended from time to time by the industry, for providing user and technical support services (e.g. Help Desk), for providing off-line testing with service providers' systems and training for industry participants on an ongoing day-to-day basis.

The NPAC/SMS is a hardware and software platform that comprises the database in each Region required to effect the porting/pooling of telephone numbers and proper call routing of telephone numbers and associated advanced calling features in all Regions. In general, the NPAC/SMS receives information from both the old and new service providers (concurrency, routing information, including the new Location Routing Number (LRN)), validates the information received, and broadcasts the new routing information when an "activate" message is received, indicating that the end user customer has been physically connected to the new service provider's network. The NPAC/SMS also contains a record of all ported/pooled telephone numbers and a history file of transactions relating to the porting/pooling of a telephone number. The NPAC/SMS provides the ability to retransmit LNP information to service providers under certain conditions. The NPAC/SMS is not involved in real time call processing, because this function resides solely in the respective networks of the underlying service providers.

The NPAC/SMS interfaces with service providers via their Service Order Activation (SOA) systems and Local Service Management Systems (LSMS). The NPAC/SMS Interoperable Interface Specification (IIS) defines the interface between the NPAC/SMS and the SOA/LSMS systems for a regional architecture. The NPAC/SMS Functional Requirements Specification (FRS) defines functional and operational requirements for the NPAC/SMS. The Abstract Syntax Notation 1 (ASN.1) describes the data structures for representing, encoding, transmitting, and decoding data. The Guidelines for the Definition of Managed Objects (GDMO) serves as the guideline for defining network objects under the Telecommunications Management Network. The above-referenced current technical documents are posted at the following URL: www.napmlc.org/pages/NPACRFP/NPACRFP_REFDOCS.aspx

1.5 STATEMENT:

RFP Vendor Selection Process Time Line

Below is the proposed time line for the vendor selection pursuant to the RFP. The FoNPAC reserves the right to modify or adjust the following dates or to otherwise change or amend the time line:

RFP:

08/03/2012 - Public Notice published by FCC

09/14/2012 - Request for access to Iasta® SmartSource SRM® Tool made available

09/28/2012 - RFP survey, Vendor Qualification survey, and the TRD survey made available in the Iasta® SmartSource SRM® Tool

11/30/2012 - RFP Response Cut-off Date, the date all responses and submissions to the RFP survey, Vendor Qualification survey, and the TRD survey are due

03/29/2013 - LNPA Vendor Selection Recommendation by the FoNPAC to the SWG

05/15/2013 - FCC approval of Vendor selection for all Regions

1.6 STATEMENT:

Iasta® SmartSource SRM® Tool Training

A Respondent can access on-line training within the Iasta® SmartSource SRM® Tool with Respondent's login credentials. The information in the "Training" section on this project website is easily accessed to learn more about using this tool. A Respondent can find the "Training" link on the left side of the project website.

Abbreviations and Terminology:

Refer to "Glossary of Terms and Abbreviations" document in the Iasta® SmartSource SRM® Tool.

1.7* QUESTION:

Respondent Acknowledgement

1. Respondent agrees that the submission of responses to the RFP process constitutes acceptance of all referenced and required terms and conditions set forth in this RFP survey and in the Vendor Qualification survey and the TRD survey.
2. Responses to this RFP survey submitted by the Respondent through IASTA® SmartSource SRM® Tool are legally valid quotes.

Does the Respondent acknowledge that,

1) its submission of a proposal pursuant to this RFP process through IASTA® SmartSource SRM® Tool constitutes its acceptance of all terms and conditions set forth in this RFP survey, including the Vendor Qualification survey and TRD survey, and

2) all responses by Respondent to this RFP survey through IASTA® SmartSource SRM® Tool constitute legally binding quotes and offers, subject to acceptance and to the Best and Final Offer provision of Section 13.6 of this RFP survey.

- (no answer)
- Acknowledged

2. VENDOR QUALIFICATION CRITERIA

2.1 STATEMENT:

In order for a Respondent's responses to the RFP to be considered, the Respondent must complete the "**2015-LNPA-VENDOR QUALIFICATION**" survey in IASTA® SmartSource SRM® Tool.

2.2* QUESTION:

Upon completion of the Vendor Qualification Survey, return to this question and certify that the Respondent has answered all of the questions in that survey by responding "YES" or "NO" to the following question:

Has the Respondent answered every question in the 2015-LNPA-VENDOR QUALIFICATION survey?

- (no answer)
- Yes
- No

3. TECHNICAL REQUIREMENTS DOCUMENT

3.1* QUESTION:

The Technical Requirements Document (TRD) is a separate survey called, "**2015-LNPA-Technical Requirements Document.**"

In order for a Respondent's responses to the RFP to be considered, the Respondent must go to the **2015-LNPA-Technical Requirements Document** survey and completely answer each question in that survey.

Upon completion of the **2015-LNPA-Technical Requirements Document** survey, return to this page and certify that the Respondent has answered all questions in that survey, by responding "Yes" or "No" to the following question:

Has the Respondent answered every question in the TRD survey and attached a summary as required in the TRD Detailed Response Section?

- (no answer)
- Yes
- No

3.2 STATEMENT:

Technical Reference Documents are located on the NAPM LLC web site at www.napmlc.org/pages/NPACRFP/NPACRFP_REFDOCS.aspx

When a Respondent prepares its quote and submits responses, the Respondent must review all specifications and drawings associated with a particular item, as the Respondent is responsible for quoting to all material, performance, quality, and engineering requirements for each individual item.

4. VENDOR PERFORMANCE AUDITS

4.1* QUESTION:

Gateway Evaluation Process (GEP)

The Gateway Evaluation Process (GEP) measures the LNPA's satisfaction of several, selected, key performance requirements (referred to as the GEP Elements) through quarterly audits reported and compiled on an annual basis (the GEP Audit) in each Region. The GEP Audit measures the LNPA's satisfaction of the GEP Elements during specific 12 consecutive calendar month periods (each period referred to as an "Evaluation Period" or "EP"). The GEP Audit for each respective EP for each Region shall be performed pursuant to an Audit Plan by an auditor selected and compensated in accordance with the requirements of the Master Agreement for each Region (the "GEP Auditor").

The GEP and the GEP Audit, including the results thereof, for any EP will be used for purposes of determining whether a price reduction shall apply for an applicable reduction period, that is, for a specified period after the EP. The GEP is independent of, and in addition to, any other requirements in the Master Agreement for the LNPA's satisfaction of Service Level Requirements (SLRs) and any other monitoring or assessment of the LNPA's performance in providing Services under the Master Agreements, and is independent from, and in addition to, any other assessment of damages, performance credits, or other remedies for non-performance or breach under the Master Agreements.

The GEP Elements shall include, but may not be limited to, the following measurements: Service Availability Satisfaction (including general Service Availability, Partial Service Availability, and Interface Availability); Billing Satisfaction (including both timeliness of delivery and accuracy); Scheduled Service Unavailability Satisfaction; Benchmarking Satisfaction; Report Satisfaction (including both timeliness of delivery and accuracy), Root Cause Analysis Satisfaction, and Problem Escalation Satisfaction.

For purposes of this RFP survey, the GEP shall include the following requirements:

REQ 1: The GEP Audits shall be performed quarterly and reported annually for consecutive and successive EPs during the term of the Master Agreements by a third party GEP Auditor at the LNPA's expense.

REQ 2: The selection of the third party auditor shall be agreed upon by LNPA and NAPM LLC.

REQ 3: The third party auditor shall be a neutral third party which is not affiliated with either the LNPA or NAPM LLC.

REQ 4: LNPA shall work jointly with the NAPM LLC for input and approval into defining the qualifications, scope of service and automatic termination criteria of third party GEP auditor.

REQ 5: Upon selection of GEP auditor, LNPA shall work with NAPM LLC and the GEP auditor to define the criteria, metrics and methods and techniques for obtaining data, and the required contents of the GEP audit report to measure LNPA's satisfaction of each GEP element.

REQ 6: The LNPA shall work with NAPM LLC and the chosen third party GEP auditor to create an audit plan which includes, but is not limited to, collection of data, consideration of data, evaluation of results, initial validation process and the preparation of the GEP audit reports.

REQ 7: The chosen third party GEP auditor will prepare and issue a GEP audit report to LNPA and NAPM LLC within 30 days following each EP.

REQ 8: A price reduction shall apply, or the Master Agreements may be terminated, if any of the above requirements are not completed within the timeframe specified in the Master Agreements.

REQ 9: The pricing reduction amounts and computation, terms, impacts and any additional credits or penalties shall be determined in the Master Agreements.

REQ 10: The first EP shall commence on the first day of 'All Regions Live' with the first quarterly audit results for the first EP completed and reported within 30 days after the end of the first period.

REQ 11: Each annual GEP Audit Report for each EP shall include, at a minimum, the following: (1) a determination for each GEP Element whether one or more 'Failures' of that GEP Element has occurred; and (2) adequate substantiation in support of the preceding determinations.

Definition of Failures for GEP Elements

The Respondent shall agree to each GEP Element set forth below with its associated 'Failure' definition.

Service Availability Failure – Service Availability is defined in the SLR section of the RFP survey as SLR 1. A 'Failure' shall be considered to occur when the monthly measurement of Service Availability during the EP fails to satisfy SLR 1 for any single month in the EP. It is possible to have more than one Failure within an EP for this GEP Element.

Partial Service Unavailability - Partial Service Unavailability is defined in the SLR section of the RFP survey as SLR 3. A 'Failure' shall be considered to occur during an EP when an NPAC/SMS hardware component fails and affects one or more, but not all, users for more than 10 minutes in any single month in the EP. It is possible to have more than one Failure within an associated EP.

Interface Availability Failure – Interface Availability is defined in the SLR section of the RFP survey as SLR 7. A 'Failure' shall be considered to occur when the monthly measurement of SLR 7 falls below 99.99% in any calendar month of the EP for any Users' mechanized interfaces for any single month in the EP. It is possible to have more than one failure within an associated EP.

Report Satisfaction – Identification of Reports to be included in this GEP Element and their associated delivery dates, shall be identified within the Master Agreements. There are two parts to the Report Satisfaction GEP Element – On-Time Delivery and Accuracy.

- On-time Delivery - A 'Failure' shall be considered to occur when the agreed upon reports from the Master Agreements during the EP are not delivered on or before the specified agreed upon date for any single month in the EP. It is possible to have more than one Failure within an EP.
- Accuracy – A 'Failure' shall be considered to occur when corrections have to be made to report data in agreed upon reports from the Master Agreements for any single calendar month in the EP. It is possible to have more than one Failure within an EP.

Scheduled Service Unavailability – Scheduled Service Unavailability is defined in the SLR section of the RFP survey as SLR 2. A 'Failure' shall be considered to occur when the Scheduled Service Unavailability for any month during the EP exceeds the time period for SLR 2 stated in the Master Agreements for any single calendar month in the EP. It is possible to have more than one failure within an associated EP.

Benchmarking Satisfaction – This GEP Element for Benchmarking Satisfaction is separate and distinct from the requirements for a Benchmarking Process (as defined in Section 4.6) under the other provisions of the Master Agreements. The GEP Element of Benchmarking Satisfaction is solely with respect to determining whether a 'Failure' occurred during an EP for a specific EP Benchmarking Plan (defined below). There will be at least four phases of Benchmarking for purposes of this GEP Element, and a 'Failure' of the Benchmarking Satisfaction GEP Element shall be considered to occur if the LNPA does not complete any of the phases through issuance of required deliverables within the required timeframes for each such phase as agreed upon by the LNPA and NAPM LLC during the EP, subject to the right of the NAPM LLC to make the relevant determination.

- Phase 1 Benchmarking Plan Development Phase has a deliverable of an issuance of final EP Benchmarking Plan.
- Phase 2 Benchmarking Data Collection and Report Phase has a deliverable of an issuance of the EP Benchmarking Report.
- Phase 3 Benchmarking Evaluation Phase has a deliverable of issuance of an Action Plan and an associated timeline for implementation.
- Phase 4 Benchmark Implementation Phase has a deliverable of completion of the Action Plan.

Root Cause Analysis and Reporting Satisfaction – This GEP Element measures satisfaction during an EP of the LNPA's obligation to prepare and to deliver Root Cause Analysis Reports in accordance with the requirements of the Master Agreements. A 'Failure' shall be considered to occur for any single outage (which shall be defined in the Master Agreements) that occurs within the EP, if any one or more of the specified and defined Root Cause Analysis Reports for that specific outage is not delivered within the agreed upon timeframe. For purposes of the foregoing, only one 'Failure' shall be given effect and considered to have occurred with respect to any single outage no matter how many Root Cause Analysis Reports with respect to that outage were not delivered within the specific time periods specified for their delivery; however, it is possible to have more than one Failure within an EP with respect to different outages.

Problem Escalation Satisfaction – This GEP Element measures satisfaction during an EP of the LNPA's obligation for all outages that occur during an EP to escalate management and supervisory responsibility to resolve the outage through the appropriate management hierarchy and within the time periods established for such escalation until resolution of the outage in accordance with the requirements of the Master Agreements. A 'Failure' shall be considered to occur if for any single outage that occurred during an EP, management and supervisory responsibility for resolving the outage is not

escalated through the appropriate management hierarchy or within the required time periods as set forth in the Master Agreements.

Billing Timeliness of Delivery Satisfaction – A 'Failure' shall be considered to occur if any Monthly Invoice (to be defined in the Master Agreements) for any User is not delivered during an EP on or before the Due Date (to be defined in the Master Agreements) either (a) any two consecutive months in the EP, or (b) any three or more months (even if not consecutive) during the EP. There can only be one 'Failure' of this GEP Element during an EP.

Billing Accuracy Satisfaction - A 'Failure' shall be considered to occur when based upon a measurement technique determined jointly by the LNPA, third party GEP Auditor, and the NAPM LLC to measure accuracy, on a monthly basis, fewer than 99.9% of Monthly Invoices are accurate. There can only be one 'Failure' of this GEP Element during an EP. If the LNPA, the GEP Auditor, and the NAPM LLC cannot agree on any of the preceding on or before a date specified in the Master Agreements, the NAPM LLC shall make the relevant determination.

Does the Respondent agree to the GEP audit definitions, terms, and requirements as outlined above?

- (no answer)
- Agree
- Disagree

4.2* QUESTION:

Neutrality Review

Overview:

Any LNPA selected, in connection with its role as operating and maintaining an NPAC/SMS and providing Services, shall engage a third party (Neutrality Auditor) to conduct a review of the LNPA's Neutrality in every Region in which it is acting as the LNPA every six months at the sole expense of the LNPA (the Neutrality Audit) and deliver a legal opinion substantiating the LNPA's Neutrality during that six month period (Neutrality Report). For purposes of the foregoing sentence, the "legal opinion" required to be delivered by the LNPA and constituting the Neutrality Report shall mean (1) a written communication, (2) that is delivered to the NAPM LLC expressly for the purpose of evaluating the Neutrality of the LNPA for use in connection with evaluation of the continued compliance of the LNPA with the Master Agreements, (3) that is prepared by a person licensed and in good standing to practice law in any state of the United States and who represents the LNPA, and (4) that constitutes a third party legal opinion governed by and subject to the RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS and the Opinion Accord of the American Bar Association Section of Business Law (1991).

Requirements of Neutrality Review:

Satisfaction of Criteria for Neutral Third Party:

For purposes of the Neutrality Review, Neutrality shall mean that at all times during the relevant six month period the LNPA as the Primary Vendor and all of its Sub-Contractors are Neutral Third Parties. A Neutral Third Party shall be defined in the Master Agreements, but shall at a minimum mean the following:

(A) In accordance with law and FCC regulations (FCC 96-286 pp89, pp92, pp93, pp98; and in FCC 97-289, pp25, pp29, pp30, pp127 and 47 CFR, Section 52.12(a)), a non-governmental entity that is impartial and is not aligned with any particular telecommunications industry segment and that can assure that access to the NPAC/SMS for all qualified Users is at all times evenhanded, impartial and nondiscriminatory;

(B) The entity must satisfy ALL of the following criteria:

- (1) The entity

a. is not a Telecommunications Carrier,

b. is not owned by, or does not own, any Telecommunications Carrier; provided that ownership interests (measured by equity interest in stock, partnership interests, whether general or limited, joint venture participation, or member interests in a limited liability company) or voting power (on any one or more matters) of five percent (5%) or less (of the total outstanding ownership interests or voting power) shall not be considered ownership for this purpose;

c. and is not an affiliate, by common ownership or otherwise, of a Telecommunications Carrier. For purposes of this definition, an affiliate is an entity that controls, is controlled by, or is under common direct or indirect control with another entity, and an entity shall be deemed to control another if such entity possesses either directly or indirectly (i) ownership interests (measured by equity interest in stock, partnership interests, whether general or limited, joint venture participation, or member interests in a limited liability company) of greater than five percent (5%) (of the total outstanding ownership interests), (ii) voting power (on any one or more matters) of greater than five percent (5%) (of the total outstanding voting power), or (iii) the power to direct or to cause the direction of management and policies of such entity, whether through ownership of or rights to vote, by contract, agreement, or otherwise.

(C) The entity or any Affiliate has not issued a majority of its debt to, nor derive a majority of its revenues (not including the NPAC/SMS) from, any Telecommunications Carrier. For this purpose, "majority" means greater than 50%, and "debt" means stocks, bonds, securities, notes, loans or any other instrument of indebtedness.

(D) The entity is not subject to undue influence by parties with a vested interest in the outcome of numbering administration and activities, and the entity is not involved in a contractual or other arrangement that would impair its ability to administer the NPAC/SMS fairly and impartially as an LNPA or to implement the schedule set forth in the IASTA® SmartSource SRM® Tool, called the FoNPAC Timeline.

For purposes of the above criteria, a Telecommunications Carrier is an entity that either (i) possesses the requisite authority to engage in the provision to the public of facilities-based wireline local exchange or CMRS telecommunications services in any State or Territory of the United States, or (ii) is one of the following three classes of interconnected Voice over Internet Protocol ("VoIP") providers: (I) Class 1, a standalone interconnected VoIP provider that obtains numbering resources directly from the North American Numbering Plan Administrator (NANPA) and the Pooling Administrator (PA) and connects directly to the PSTN (i.e., not through a PSTN Telecommunications Carrier partner); or (II) Class 2, an interconnected VoIP provider that partners with a facilities-based Public Switched Telephone Network (PSTN) Telecommunications Carrier to obtain numbering resources and connectivity to the PSTN via the Telecommunications Carrier partner; or (III) Class 3, A non-facilities-based reseller of interconnected VoIP services that utilizes the numbering resources and facilities of another interconnected VoIP provider (analogous to the "traditional" PSTN reseller).

The Respondent must specifically address and demonstrate that as a Primary Vendor it is a Neutral Third Party and must disclose the identity and corporate affiliations of all Sub-Contractor(s) that it engages in providing the Services required by the Master Agreements (including software and hardware Sub-Contractors).

Answers to Specific Questions:

The Neutrality Review also shall address each of the questions provided below; including a summary of findings, detailed statement of findings, and a description of investigative methods for each question.

1. Does the LNPA, in its operation of the NPAC, provide services under non-discriminatory terms, rates, and conditions?
2. Does the LNPA qualify as an NPAC User as defined by the criteria used to grant User status to any entity?
3. Do any services provided by the LNPA in the operations of non-NPAC businesses utilize User Data not available to any other User?
4. In the LNPA's operations of non-NPAC businesses, is the LNPA's use of the NPAC/SMS data consistent with the intended uses of rating, routing, billing, and network maintenance?
5. Are the services provided by the non-NPAC businesses possible only because LNPA operates the NPAC?

6. Could any non-LNPA entity provide services which utilize NPAC/SMS Data, identical to those services offered by the non-NPAC LNPA business?
7. Does the LNPA in the operations of non-NPAC businesses disclose any NPAC/SMS Data to any entity that would otherwise not be eligible to receive it?
8. Does the LNPA maintain Neutrality in public forums, not favoring the positions of an industry segment or segments, or an industry member or members, over others, as demonstrated in the records of public forums and ex-parte meetings?

Evaluation of Code of Conduct:

The Neutrality Review shall also evaluate the LNPA's (and a Sub-Contractor's) adherence to a Neutrality Code of Conduct set forth below which the LNPA must follow.

1. No person employed by, or serving in the management of, any shareholder of the LNPA will be directly involved in the day-to-day operations of the LNPA. No employees of any company that is a Telecommunications Carrier will be simultaneously employed (full-time or part-time) by the LNPA.
2. No single entity that cannot pass Neutrality shall control, directly or indirectly, more than 40% of the LNPA's Board of Directors.
3. No member of the LNPA's Board of Directors will simultaneously serve on the Board of Directors of a Telecommunications Carrier.
4. No employee of the LNPA will hold any interest, financial or otherwise, in any company that would violate the neutrality requirements of the FCC or the Master Agreements.
5. The LNPA will never, directly or indirectly, show any preference or provide any special consideration to any company that is a Telecommunications Carrier.
6. No shareholder of the LNPA shall have access to user data or proprietary information of the Telecommunications Carriers served by the LNPA (other than access of employee-shareholders of the LNPA that is incident to the performance of LNPA duties).
7. Shareholders of the LNPA will ensure that no user data or proprietary information from any Telecommunications Carrier is disclosed to the LNPA (other than sharing of data incident to the performance of LNPA duties).
8. Confidential information about the LNPA's business services and operations will not be shared with employees of any Telecommunications Carrier. The LNPA shareholders will guard their knowledge and information about the LNPA's operations as they would their own proprietary information.

Does the Respondent acknowledge that if selected to be the LNPA it will abide by the requirements for conducting and delivering a Neutrality Review every six months during the term of the Master Agreement to which it is a party, the terms, and requirements as outlined above and as to be included in each Master Agreement?

- (no answer)
- Acknowledged

4.3* QUESTION:

Business Continuity Plan Requirements

REQ 1: The LNPA shall have a Business Continuity Plan that will be executed in case of severe service disruptions due to a catastrophic event (fire, act of nature, war, etc.), as more fully to be described in the Master Agreements. A service disruption could result from, but not limited to; a loss of key personnel, loss of facilities, and loss of critical IT systems.

REQ 2: The LNPA, at its sole expense, shall conduct periodic unannounced Business Continuity Plan Exercises that are non-service impacting to assure that employees understand and follow the Business Continuity Plan and to assess the adequacy of the Business Continuity Plan.

REQ 3: The LNPA shall, at its sole expense, prepare and deliver to the NAPM LLC a written report regarding the conduct and results of each Business Continuity Plan Exercise, including a specification of corrective actions and anticipated timelines for implementation, if any.

Please attach a copy of an existing Business Continuity Plan in use by Respondent.

Does Respondent fully agree to conduct and implement a Business Continuity Plan, including Business Continuity Plan Exercises as outlined above?

(no answer)

Agree

Disagree

Optional Attachments:

[Attach a file to this answer](#)

4.4* QUESTION:

LNPA NPAC/SMS Data Center Operations Audit

The selected LNPA must agree to conduct and report on an annual audit of the NPAC/SMS Data Center operations. A selected LNPA must agree to provide and to operate at least two redundant NPAC/SMS Data Centers, separated geographically within the continental United States.

REQ 1: A Data Center Operations Audit shall be conducted annually, at the LNPA's sole expense, of all of its NPAC/SMS Data Center operations by its internal auditors.

REQ 2: A written report of each Annual Data Center Operations Audit shall be prepared by the LNPA and provided to the NAPM LLC within an agreed upon timeframe, including a specification of corrective actions and anticipated timelines for implementation, if any.

REQ 3: The Annual Data Center Operations Audit Report shall address the accuracy of the LNPA's invoices for Services, NPAC/SMS and facilities security, back-up sufficiency, disaster recovery procedures, and overall compliance with industry standards for similar data center operations, as more fully delineated in the Master Agreements.

REQ 4: Upon receipt of a report on the Annual Data Center Operations Audit Report, the NAPM LLC may, at its own expense and utilizing its own auditor, conduct an audit of the NPAC/SMS Data Center operations of the same or differing scope as the LNPA's annual audit upon notification to the LNPA.

REQ 5: The LNPA shall provide to the NAPM LLC and its selected auditor, access during normal business hours to the LNPA's staff, books, records, supporting documentation and NPAC/SMS Data Centers to perform the audit.

REQ 6: The LNPA shall provide the NAPM LLC use of the NPAC/SMS system and software used to perform the LNPA services to perform and/or assist in the audit.

REQ 7: The LNPA shall provide the NAPM LLC access to its service locations or other facilities as may be necessary for the NAPM LLC or its third party designees to perform the audits.

REQ 8: For an agreed upon timeframe, LNPA shall provide NAPM LLC and/or its third party designees on LNPA's premises office space, office furnishings (including lockable cabinets), telephone and facsimile service, utilities and office related equipment and duplicating services as NAPM LLC and/or its third party designees may require to perform an audit.

REQ 9: The LNPA shall keep books, records, and supporting documentation sufficient to document the operation of the NPAC and all invoices paid or payable by the Users for Services for the current fiscal year and at least four preceding fiscal years during which the LNPA acted under the Master Agreements.

REQ 10: If any audit requested by the NAPM LLC or a regulatory authority identifies any non-compliance with any law, regulation, audit requirement or generally accepted accounting principle relating to the NPAC/SMS, the LNPA shall take actions to comply at its own expense.

Does the Respondent fully agree to support the process, terms, and requirements of the Annual Data Center Operations Audit as outlined above?

- (no answer)
- Agree
- Disagree

4.5* QUESTION:

User Charges Audit

REQ 1: The NAPM LLC shall, at its initial expense, have the right to request an audit of fees and other charges to Users no more frequently than once in any 12 month period of time to determine if fees and charges are accurate and in compliance with the Master Agreements (User Charges Audit). If, as a result of the User Charges Audit, the NAPM LLC determines that the LNPA in any Region has overcharged Users, the NAPM LLC shall notify LNPA of the amount of such overcharge and if the LNPA agrees with the results of the User Charges Audit or if the NAPM LLC prevails in any dispute regarding such audit as provided in the Master Agreements, the LNPA shall promptly refund to affected Users the amount of the overcharge, plus interest, at the rate of one and one quarter percent (1 1/4%) per month or the highest rate allowed by law in the State of Delaware, whichever is highest, from the date payment was received. In the event any such audit reveals an overcharge to Users during any audited period exceeding five percent (5%) or more of a particular fee category as set forth in the Master Agreements, the LNPA shall reimburse the NAPM LLC for the cost of such audit. If the LNPA and the NAPM LLC disagree with the results of User Charges Audit, the dispute shall be resolved in accordance with the provisions of the Master Agreements.

Does the Respondent fully agree to support the process, terms, and requirements of the User Charges Audit as outlined above?

- (no answer)
- Agree
- Disagree

4.6* QUESTION:

Benchmarking Process

Benchmarking is defined as a measurement of the quality of an organization's policies, products, programs, strategies, and procedures, and their comparison with standard measurements or similar measurements of comparable industry or commercial peers.

The Benchmarking Process for the LNPA provides an analytic tool for determining how other comparable organizations achieve and maintain high performance levels, for determining, re-evaluating, and calibrating the performance standards and metrics for the LNPA by comparison to other comparable organizations, and for identifying improvements in performance. Benchmarking the performance metrics, processes, and technologies of the LNPA provides opportunities for continuous process and operations improvement and to become "best in class." The Benchmarking Process is separate and distinct from the more limited GEP Element of Benchmarking Satisfaction. The Benchmarking Process is a comprehensive plan providing for the regular, periodic, and systematic benchmarking of the LNPA's overall performance under the Master Agreements in each Region during the entire term of the Master Agreements.

REQ 1: The LNPA shall work with the NAPM LLC jointly to formulate for each Region within 60 days of 'All Regions Live' the initial Benchmarking Process Plan, providing the details of the measurement and comparison of certain specified elements (the Benchmarks) and the process for data collection and evaluation with respect to those Benchmarks.

REQ 2: The Benchmarking Process Plan shall be implemented and the Benchmarking Process shall be conducted by the LNPA or, at NAPM LLC's option, by a third party not affiliated with the LNPA and selected by the NAPM LLC.

REQ 3: All fees and expenses incurred to conduct and/or support the Benchmarking Process shall be paid by the LNPA.

REQ 4: The Benchmarking Process Plan shall provide for the measurement and comparison of the Benchmarks and data collection and evaluation with respect to those Benchmarks at least annually or at a frequency mutually agreed upon by the LNPA and NAPM LLC.

REQ 5: Within 30 days after completion of the Benchmark Process, a written report (the Benchmarking Report) shall be provided to the NAPM LLC to include results, supporting schedules, and substantiating documentation.

Benchmarking Phases

The Benchmarking process can be a lengthy and time consuming process which has been separated into four phases. Each phase identifies and documents the objective, any items mutually agreed upon, deliverables, timeframes and a document identifying actions completed to date. These phases help ensure the process is moving forward in a timely manner. The four phases of benchmarking the LNPA shall follow are identified below.

1. Benchmarking Plan Development Phase

This first phase includes development of a plan including those items identified by the NAPM LLC that will be evaluated.

2. Benchmarking Data Collection and Report Phase

The second phase of benchmarking begins immediately upon approval of the EP Benchmarking Plan and involves the collection and analysis of data. This phase ends with the delivery of EP Benchmarking Report.

3. Benchmarking Evaluation Phase

The third phase of benchmarking begins within 30 days of the end of phase two, benchmarking data collection and report phase. Phase three begins with an Evaluation Report which includes the following:

- a. An evaluation of the EP Benchmarking Report
- b. Recommendations of corrective actions, if necessary
- c. An implementation plan

4. Benchmarking Implementation Phase

The last and final phase of benchmarking begins with the approval of the implementation plan and timeline and ends with the successful and on time implementation of the plan.

Requirements below indicate how the benchmarking process will be implemented for the LNPA.

REQ 6: The LNPA shall commence the EP Benchmarking Plan Development Phase on or before 14 days following request by the NAPM LLC to initiate EP Benchmarking.

REQ 7: The LNPA shall meet with NAPM LLC on a recurring basis as mutually agreed upon to provide updates on the creation of the EP Benchmarking Plan.

REQ 8: The NAPM LLC shall have final approval of the EP Benchmarking Plan before proceeding to the next phase.

REQ 9: The LNPA shall provide an EP Benchmarking Report on or before the date and with requirements identified and agreed upon in the EP Benchmarking Plan.

REQ 10: Within 30 days of completion of the EP Benchmarking Report the LNPA shall prepare and deliver to the NAPM LLC an Evaluation Report setting forth recommendations for corrective actions as needed with a plan for implementation.

REQ 11: The LNPA shall meet with the NAPM LLC on a mutually agreed upon timeframe for jointly discussing the Evaluation Report, corrective actions identified and the plan for implementation.

REQ 12: The LNPA and the NAPM LLC shall mutually agree upon the implementation plan and the time period for implementation.

REQ 13: The LNPA shall deliver the corrective action plan on time and as outlined in the implementation plan.

Does Respondent fully agree to conduct and to implement the benchmarking process, terms, and requirements as outlined above, including the Benchmarking Process Plan, the Periodic Benchmarking, and the Benchmarking Report?

- (no answer)
- Agree
- Disagree

5. NEW USER EVALUATION (NUE) AND THE NUE PROCESS

5.1* QUESTION:

Determination of Who Can Access the NPAC/SMS

Overview

The LNPA shall be responsible for administering access to the NPAC/SMS by determining if an Applicant qualifies as a User pursuant to the qualifications and requirements of the Master Agreements and if a User, once granted access, continues to qualify for access to the NPAC/SMS; however, in certain cases an independent third party evaluator (the New User Evaluator or the NUE) shall be responsible for making determinations of whether certain Applicants qualify as Users and whether an existing User continues to qualify as a User (collectively the NUE Process). The determination of whether

any Applicant qualifies for Services as a User, whether made by the LNPA or the NUE, shall be based upon a good-faith, reasonable interpretation of the information provided by such Applicant pursuant to the New User Application and the definition of "User" in the Master Agreements.

Categorization of Applicants by the LNPA

The first step in determining whether access to the NPAC/SMS is permissible is to categorize Applicants. Based solely upon the New User Application, the LNPA shall categorize each Applicant as either (A) a Service Provider, (B) a provider of telecommunications-related services (PTRS), or (C) "other," which shall refer to any Applicant that is not identified in the New User Application as either a Service Provider or a PTRS. An Applicant may not be categorized as more than one of (A), (B), or (C) above in any single New User Application, but may submit separate New User Applications in order to qualify under more than one category.

Responsibility for Determination Based Upon Categorization of the Applicant

If an Applicant is categorized as a Service Provider, the LNPA shall process the New User Application pursuant to the Master Agreements and the New User Application Methods & Procedures (M&P), and the LNPA shall determine if the Applicant qualifies as a User. If the Applicant is classified as "other," then the LNPA shall contact the Applicant to determine whether "other" is the correct categorization of the Applicant, and if the LNPA cannot determine that the Applicant's category is either a Service Provider or a PTRS, then the LNPA shall refer the New User Application (and all supporting documentation and substantiation) to the NAPM LLC for further consideration.

For every Applicant categorized as a PTRS, including the LNPA and every Affiliate of the LNPA, and for every existing User for which the LNPA has received a Misuse Allegation, the LNPA shall refer the matter to the NUE for a determination of whether the PTRS Applicant qualifies as a User and whether an existing User continues to qualify as a User in accordance with the NUE Process. The LNPA and an Affiliate of the LNPA may qualify as a User as a PTRS only upon completion of a New User Application and only with respect to each separate single service or product offered (i) that in any way makes use of User Data, (ii) that is not considered a Service under these Master Agreements, and (iii) for which the PTRS is not compensated under the Master Agreements (a User Service). Whether the LNPA or an Affiliate of the LNPA qualifies as a User shall be determined by the NUE for every User Service, every User Service Material Modification, and every Acquired User Service of the LNPA. In determining whether the LNPA or an Affiliate of the LNPA qualifies as a User, the NUE and the NUE Process shall impose additional requirements on the LNPA and an Affiliate of the LNPA not imposed upon other PTRS Applicants.

In general, a PTRS may be granted access to the NPAC/SMS Data for the exclusive purpose of routing, rating, or billing of calls, or for performing network maintenance in connection with the provision of telecommunications-related services. The NUE conducts a Permitted User Review to determine whether an Applicant satisfies this requirement and whether an existing User who has been subject to a Misuse Allegation continues to satisfy this requirement. With respect to determining whether the LNPA or an Affiliate of the LNPA qualifies to be granted access to the NPAC/SMS Data the NUE conducts the following reviews in addition to the Permitted Use Review: a Data Provisioning Review, a Pricing Review, and a Payment Review (individually referred to as an NUE Review and all collectively referred to as NUE Reviews).

Depending on how a matter is referred to it and which NUE Review is, or which combination of the NUE Reviews are, accomplished, the NUE shall then render one of the following three separate written reports: a New User Findings Report, an Administrator User Service Findings Report, or a Misuse Allegation Findings Report (each individually referred to as a Findings Report and all collectively referred to as Findings Reports). A Findings Report may be affirmative, negative or indeterminate, or the NUE may fail to issue its Findings Report within the required time. Subject to specific appeal and dispute resolution procedures set forth in the Master Agreements, the determination of the NUE shall be conclusive.

Does the Respondent agree to implement and follow the NUE Process and to adhere to the requirements and procedures summarized above for determining whether an Applicant or an existing User, including the LNPA and its Affiliates, qualify to be granted access to the NPAC/SMS, and, in particular, does the Respondent agree to the imposition of additional NUE Reviews not imposed upon other PTRS Applicants or Users, as summarized above, with respect to every User Service, every User Service Material Modification, and every Acquired User Service of the LNPA and an Affiliate of the LNPA?

- (no answer)
- Agree
- Disagree

6. NUMBER PORTABILITY ADMINISTRATION CENTER

6.1 STATEMENT:

Overview of the Role and Responsibility of the LNPA to the NPAC and NPAC/SMS

The Number Portability Administration Center (NPAC) is the overall ecosystem and infrastructure that supports LNP and telephone number pooling in the United States. Managed and administered by the LNPA, the NPAC consists of the NPAC/SMS hardware, software, and data platform, the data center infrastructure, including operations and support personnel, and the Help Desk infrastructure and personnel.

The NPAC/SMS is a hardware and software platform that contains the database of information required to effect the porting and pooling of TNs. The NPAC/SMS is not involved in actual call routing, but rather receives, stores, and broadcasts data on ported and pooled telephone numbers, and provides informational reports based on the information contained in the database. This information is necessary to allow each user's network to properly route calls.

The LNPA shall manage and administer the NPAC and the NPAC/SMS database, as well as the infrastructure required to do so. The LNPA shall be responsible for the maintenance and performance of the NPAC and the NPAC/SMS.

6.2* QUESTION:

User Support and User Training

The LNPA shall be responsible for user support as required and specified in the Master Agreements and associated M&Ps. Specifically, the LNPA shall (a) provide appropriate training for users; (b) provide technical support for users; and (c) perform both initial and ongoing acceptance testing for any and all functionalities.

REQ 1: The LNPA shall be responsible for initial and ongoing training and user support.

REQ 2: The LNPA shall train Users, upon request, including, but not limited to:

- (a) uploading ported/pooled TN data and user data,
- (b) receiving and understanding broadcasts,
- (c) receiving and understanding error/success messages,
- (d) requesting, receiving, and understanding mass changes,
- (e) requesting, receiving, and understanding reports (including billing), and
- (f) understanding security and encryption measures.

REQ 3: The LNPA shall provide technical support for users who experience problems including, but not limited to:

- (a) uploading ported/pooled TN data and user data;
- (b) receiving and understanding broadcasts;
- (c) receiving and understanding error/success messages;
- (d) requesting, receiving, and understanding mass changes;

- (e) requesting, receiving, and understanding reports (including billing); and
- (f) understanding security and encryption measures.

REQ 4: The LNPA shall provide the necessary technical support to correct any data transmission problems encountered in the interfaces between the NPAC/SMS and a user.

Does the Respondent agree to fully comply with the above requirements in time to meet the published implementation date? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.3* QUESTION:

Acceptance Testing

REQ 1: The LNPA shall perform acceptance testing of the initial software and hardware configurations in the NPAC/SMS and its interfaces.

REQ 2: The LNPA shall perform acceptance testing of all modifications or upgrades to software and hardware configurations in the NPAC/SMS and its interfaces. This software and hardware testing shall be scheduled so as not to inhibit the ongoing functionality of the NPAC/SMS and its interfaces.

REQ 3: The LNPA shall resolve all problems encountered during testing.

REQ 4: The LNPA shall document all testing procedures and test results and shall make those results available to users.

REQ 5: The LNPA shall certify all NPAC/SMS software and hardware configurations before release for operation.

Does the Respondent agree to fully comply with the above requirements in time to meet the published implementation date? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.4* QUESTION:

NPAC/SMS Data Center Redundancy Requirements

REQ 1: For each Region, there shall be at least two completely redundant NPAC/SMS Data Centers, at least one primary Data Center and at least one backup Data Center, separated geographically within the continental United States and each Data Center housing separate and distinct NPAC/SMS databases for each of the seven Regions.

REQ 2: Careful consideration must be given to the locations of the redundant NPAC/SMS Data Centers, so as not to locate them in areas prone to natural disasters, e.g., hurricanes, tornados, earthquakes, etc. Respondent must identify and justify the location of each NPAC/SMS Data Center to ensure appropriate redundancies and avoidance of natural disaster areas.

REQ 3: NPAC/SMS Data will be replicated synchronously such that the NPAC/SMS databases in each of the redundant Data Centers shall be updated simultaneously, in real time, as transactions are processed.

REQ 4: Direct transmission facility connections from a service provider to each NPAC/SMS Data Center location must be provided.

REQ 5: Diverse and redundant transmission paths connecting the two geographically separated NPAC/SMS Data Centers must be provided.

REQ 6: The ability to completely failover all circuits connecting service providers to the NPAC/SMS, all applications, and NPAC/SMS databases from the primary NPAC/SMS Data Center to a backup NPAC/SMS Data Center, and then to revert from the backup NPAC/SMS Data Center to the Primary NPAC/SMS Data Center must be supported.

REQ 7: The ability for all service providers to successfully failover to the backup NPAC/SMS site and back must be tested annually (Annual Failover Exercise). The LNPA must work with all service providers to resolve any issues discovered during each Annual Failover Exercise and must identify and implement corrective action.

Does the Respondent agree to fully comply with the above requirements in time to meet the published implementation date, including specifically providing at least two completely redundant NPAC/SMS Data Centers for each Region, maintaining separate and distinct databases for each Region, supporting failover, and conducting Annual Failover Exercises? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.5* QUESTION:

Help Desk Minimum Requirements

REQ 1: The LNPA shall provide, and staff, a user Help Desk accessible via a toll-free number to answer and resolve User questions and issues.

REQ 2: At a minimum, the Help Desk will be staffed with live operators Monday-Friday, from 7am to 7pm Central, excluding holidays designated in the Master Agreements (Help Desk Business Hours).

REQ 3: Outside of normal staffed Help Desk business hours, at a minimum, 99.0% of all requests for callbacks to users must be made within 15 minutes.

REQ 4: For service affecting trouble tickets, a minimum of 100% of all commitments to get back to the user after the initial contact will be met.

REQ 5: A minimum of 90% of the calls during normal staffed business hours must be answered by live operators within 10 seconds. The interval measurement begins when the caller chooses the option to speak with a live agent and ends when a live agent answers the call.

REQ 6: The Help Desk will maintain an abandoned call rate of less than 1.0%. The interval measurement will begin when the caller chooses the option to speak with a live agent; the interval ends when the caller abandons the call, but only after at least ten seconds has elapsed with no answer.

Does the Respondent agree to fully comply with the above requirements with respect to the Help Desk in time to meet the published implementation date? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.6* QUESTION:

Test Bed Requirements

REQ 1: The LNPA will provide a permanent test bed, at no additional cost, to enable Service Providers and their vendors to perform testing of the current production NPAC/SMS software release.

In addition, in order for Service Providers and their vendors to test new NPAC/SMS software releases, the LNPA will make available during the entire period of pre-production testing an additional separate test bed, at no additional cost. After rollout of each new NPAC/SMS software release into production, the new NPAC/SMS software release will be loaded into the permanent "current release" test bed, at no additional cost.

The test beds must replicate the production current release and new release NPAC/SMS software environments, respectively.

REQ 2: The data contained in the test beds shall be determined by industry testing participants and provided by the LNPA as determined and needed for Service Provider and vendor testing.

Does the Respondent agree to fully comply with the above requirements in time to meet the published implementation date? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.7* QUESTION:

Data Center Security

REQ 1: The LNPA shall maintain and enforce, at all times, adequate NPAC/SMS data center safety and physical security procedures, subject to inspection, audit, and approval by and on behalf of the NAPM LLC.

REQ 2: NPAC/SMS servers, Data Centers, and NPAC/SMS User Data must be maintained and stored in the continental United States. No data relating to the Service will be stored, maintained, or warehoused, in a physical or electronic form, at, in, or through, a site, on services, or otherwise, located outside of the continental United States.

Does the Respondent agree to fully comply with the above requirements in time to meet the published implementation date? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.8* QUESTION:

Additional LNPA Support Requirements

REQ 1: The LNPA must provide and administer a web domain that has similar features and functionality as the current NPAC.com website.

REQ 2: The LNPA must protect and preserve all Local Number Portability Administration Working Group (LNPA WG) information that is stored on the current NPAC.com website and must make all such LNPA WG information available and accessible on its web domain.

REQ 3: The LNPA must support the LNPA WG and other relevant industry groups at meetings and conference calls, including, but not limited to, providing a Change Management process and administrator.

REQ 4: The technology, hardware, and software of the NPAC ecosystem must be updated on an ongoing basis as necessary to meet or exceed all Service Level Requirements (SLRs) and performance and reliability requirements without additional cost to the industry.

Does the Respondent agree to fully comply with the above requirements in time to meet the published implementation date? If not, please explain.

(no answer)

Agree

Disagree

Optional Comments:

6.9* QUESTION:

Interactive Voice Response (IVR) Requirements

The LNPA must provide and support an Interactive Voice Response (IVR) system capable of allowing authorized users to query and obtain, on a single call to the NPAC/SMS IVR system, Local Service Provider (LSP) information (LSP name and contact number (if available)) for up to a maximum of 20 telephone numbers (ported, pooled, non-ported, non-pooled) in a single contact. The NPAC/SMS IVR system must also meet or exceed the following:

REQ 1: Reliability - 99.9% Availability must be provided by redundant NPAC/SMS IVR systems.

REQ 2: 7x24 Availability - The NPAC/SMS IVR system must be available to users on a 7 day per week, 24 hour per day basis.

REQ 3: Security Access (PIN per service provider) - PIN access must be required to gain access to the NPAC/SMS IVR System. LNPA personnel must be capable of administering PINs individually or in blocks.

REQ 4: System Hold Time - Using management information reports and real-time system monitoring, LNPA personnel must be capable of monitoring and measuring NPAC/SMS IVR system hold and request processing times.

REQ 5: Multiple requests on a single access - The NPAC/SMS IVR system must be capable of allowing authorized users to request LSP information for up to a maximum of 20 (tunable parameter) ported, pooled, non-ported, or non-pooled TNs on a single call.

REQ 6: Traffic measurement capability - The NPAC/SMS IVR system must contain a standard suite of system utilization reports for measuring and analyzing IVR system traffic.

REQ 7: Disaster recovery and backup - Disaster recovery and backup must be provided through the use of redundant IVR systems. In addition, authorized users must have the capability of calling the LNPA-provided Help Desk to reach LNPA personnel capable of providing corresponding LSP information for a single or set of telephone numbers.

REQ 8: Alternative to IVR system -In addition to the NPAC/SMS IVR system, authorized Users must have the capability of calling the LNPA Help Desk during Help Desk Business Hours to reach LNPA personnel capable of providing corresponding LSP information for a single or set of telephone numbers.

REQ 9: Toll-free number access - The NPAC/SMS IVR system must be accessible to authorized users via an LNPA-provided toll-free telephone number.

REQ 10: Per access billing process - Each call made to the NPAC/SMS IVR system must be tracked from start to finish. For every call, the NPAC/SMS IVR system must capture: the PIN making the call, the menu options selected, the telephone numbers inquired about, the results of the inquiry(ies), and the length of the call. Using this data, the system for rendering any IVR billing must be capable of billing on a usage or access basis.

Does the Respondent agree to fully comply with the above requirements with respect to the NPAC/SMS IVR system in time to meet the published implementation date? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

6.10* QUESTION:

Outage Escalation and Root Cause Analysis Reports

Outage Defined:

The LNPA has responsibility for both reporting the occurrence of NPAC/SMS Outages and for resolving Outages as quickly as possible to reduce the impacts to end user consumers. The term Outage will be defined in the Master Agreements for each Region, but generally means any occurrence in the operation of the NPAC/SMS that adversely affects the ability of the NPAC/SMS to port telephone numbers successfully. "Resolved" and "resolution" with respect to any Outage shall mean that the Outage has ended and that service availability for all Users has been restored.

Outage Problem Escalation:

If an Outage is not resolved within a specified time period stated in the Master Agreements, then the LNPA agrees that primary management and direct responsibility for resolution shall be escalated to successively higher levels of supervisory personnel within the LNPA as outlined in requirements below. This escalation process and hierarchy is referred to as Problem Escalation.

REQ 1: The LNPA shall escalate an Outage or a Partial Outage issue to the Manager level within 30 minutes following detection of Outage or Partial Outage, respectively, if not resolved.

REQ 2: The LNPA shall escalate an Outage or a Partial Outage issue to the Director level within 45 minutes following detection of Outage or Partial Outage, respectively, if not resolved.

REQ 3: The LNPA shall escalate an Outage or a Partial Outage issue to the Vice President level within 60 minutes following detection of Outage or Partial Outage, respectively, if not resolved.

REQ 4: Escalation in accordance with the above-summarized schedule and hierarchy will be documented and substantiated by delivery of electronic mail communications showing both a date and time stamp, with a hard-copy of such electronic mail communications printed and stored by the LNPA during the entire term of the Master Agreements, for later retrieval and review.

If the internal management structure of the Respondent or the nomenclature used to describe the Respondent's management structure is different than the structure and nomenclature used herein, then escalation shall occur in accordance with these requirements to those levels of supervisory personnel within the Respondent that have duties and responsibilities substantially equivalent to or greater than those identified in these requirements.

Root Cause Analysis Reports:

Upon the detection of Outages, Root Cause Analysis (RCA) reports are required by the LNPA when a system issue, or outage, occurs impacting more than one user. RCA reports shall be delivered within the timeframes as specified in the requirements below.

REQ 1: The LNPA shall prepare and circulate a Preliminary RCA report within 24 hours following detection of an Outage, which shall include the LNPA's best determination as of that point in time of the root cause of the Outage, along with a summarization of the reason or basis for that determination.

REQ 2: The LNPA shall prepare and circulate a Definitive RCA report within five business days following detection of an Outage, which shall include the LNPA's best determination as of that point in time of the root cause of the Outage, a brief description of techniques and practices used to determine that root cause, a summary of the reason or basis for the determination, and a summary of difference in determinations between the Preliminary RCA Report and the Definitive RCA Report.

REQ 3: The LNPA shall prepare and circulate a Corrective Action Plan within 10 business days after the date the Preliminary RCA report should have been issued (even if not issued), which summarizes the corrective action to be taken and a schedule for implementation to avoid a reoccurrence of an Outage.

Does the Respondent fully agree to conduct and implement the Outage Problem Escalation and Root Cause Analysis processes as outlined above? If not, please explain.

- (no answer)
- Agree
- Disagree

Optional Comments:

7. REQUIRED ENHANCEMENTS AND FUTURE CONSIDERATIONS

7.1 STATEMENT:

Required Enhancements and Future Considerations

The following enhancements to the NPAC/SMS described in this section are required for implementation and availability at the time of turn-up of the next-generation NPAC/SMS platform in June 2015.

All costs for development and implementation of these required enhancements must be included in the Respondent's quoted price in response to this RFP survey.

7.1.1* QUESTION:

Alternative Interface

REQ 1: The Respondent's quoted price in response to this RFP must include all costs to develop and implement a new alternative NPAC/SMS interface to migrate from the current CMIP interface.

REQ 2: The LNPA WG is currently developing technical requirements for an alternative interface as part of NANC Change Order 372. Alternative interfaces under consideration at this time include XML and JSON, but others could be considered at a later time. Once developed and implemented, the new interface must be available and supported in addition to the current CMIP interface until such time that the industry sunsets support of the CMIP interface.

Does the Respondent's quoted price include all costs to develop and implement a new alternative NPAC/SMS interface and to migrate to that interface from the current CMIP interface?

- (no answer)
- Yes
- No

7.1.2* QUESTION:

Support of IPv6

REQ 1: The Respondent's quoted price in response to this RFP survey must include all costs to develop and implement NPAC/SMS support of IPv6 addressing.

The LNPA WG is currently developing technical requirements for NPAC/SMS support of IPv6 addressing as part of NANC Change Order 447.

REQ 2: The NPAC/SMS must support dual IPv4 and IPv6 stacks.

Does the Respondent's quoted price include all costs to develop and implement NPAC/SMS support of dual IPv4 and IPv6 address stacks?

- (no answer)
- Yes
- No

7.1.3* QUESTION:

Elimination of NPAC/SMS support of Non-EDR

REQ 1: The Respondent's quoted price in response to this RFP survey must include all costs to develop and implement the elimination of NPAC/SMS support of non-Efficient Data Representation (non-EDR) SOA and LSMS systems.

The LNPA WG is currently developing technical requirements for the elimination of NPAC/SMS support of non-EDR as part of NANC Change Order 448.

Does the Respondent's quoted price include all costs to develop and implement the elimination of NPAC/SMS support of non-EDR SOA and LSMS systems?

- (no answer)
- Yes
- No

7.2 STATEMENT:

Future Considerations

The following items described in this section are included as possible future considerations. Should they become required enhancements at some point in the future, all costs to develop and implement the NPAC/SMS enhancements must be included as part of the annual fixed price per the requirements in Section 13 of this RFP survey.

7.2.1* QUESTION:

Automation of processes between the NPAC/SMS and the Pooling Administration System (PAS)

The following processes currently require manual provisioning between the NPAC/SMS and the Pooling Administration System, but in the future, it may be determined to implement complete automation of these processes:

- Provisioning of Pooling Administration requests (e.g., Part 1b forms) in the NPAC/SMS,
- Provisioning of Service Provider requests (e.g., activation, modification, disconnects of pooled blocks) in the PAS.

REQ 1: The next-generation NPAC/SMS architecture must be flexible enough to support any required enhancement in the future to incorporate complete automation of the above-described processes between the NPAC/SMS and the PAS.

REQ 2: The annual fixed price per the requirements in Section 13 of this RFP survey must include all costs to develop and implement the complete automation of the above-described processes between the NPAC/SMS and the PAS, if such automation is selected as a future enhancement.

Does the Respondent's proposed NPAC/SMS platform architecture have the flexibility to incorporate this future consideration should it become required as an enhancement, and does the Respondent's fixed price per the requirements in Section 13 of this RFP survey include all costs to develop and implement this future consideration if it is selected as an enhancement?

- (no answer)
- Yes
- No

7.2.2* QUESTION:

Combining steps for Intra-Service Provider ports

The NPAC/SMS currently requires separate steps and messages for the creation and activation of intra-Service Provider ports. It may be required in the future to combine the creation and activation steps for intra-Service Provider ports into one step and message.

REQ 1: The next-generation NPAC/SMS architecture must be sufficiently flexible to support any required enhancement in the future to combine the creation and activation steps for intra-Service Provider ports into one step and message.

Does Respondent's proposed NPAC/SMS platform have the flexibility to incorporate this future consideration should it become required?

- (no answer)
- Yes
- No

7.2.3* QUESTION:

Inter-carrier Communications

REQ 1: The next-generation NPAC/SMS architecture must be flexible in order to support any required enhancement in the future to incorporate into the NPAC/SMS the inter-carrier communication process that currently precedes the NPAC/SMS LNP provisioning process.

Does the Respondent's proposed NPAC/SMS platform have the flexibility to incorporate this future consideration should it become required?

- (no answer)
- Yes
- No

7.2.4* QUESTION:

Future Mandated Changes

REQ 1: The next-generation NPAC/SMS architecture must be flexible in order to support any required enhancements in the future as a result of regulatory mandates.

REQ 2: The annual fixed price per the requirements in Section 13 of this RFP survey must include all costs to develop and implement any required enhancements in the future as a result of regulatory mandates.

Does Respondent's proposed NPAC/SMS platform have the flexibility to incorporate this future consideration should it become required as an enhancement, and does Respondent's fixed price per the requirements in Section 13 of this RFP survey include all costs to develop and implement this future consideration if it is selected as an enhancement?

- (no answer)
- Yes
- No

7.2.5* QUESTION:

PSTN to IP Transition

REQ 1: The next-generation NPAC/SMS architecture must be flexible in order to support the transition of the Public Switched Telephone Network (PSTN) to an all-Internet Protocol (IP) network. In addition, the LNPA must work expeditiously with the industry to implement any required changes.

Does the Respondent's proposed NPAC/SMS platform have the flexibility to incorporate this future consideration should it become required?

- (no answer)
- Yes
- No

7.3 QUESTION:

Required Enhancements and Future Considerations Response

If the Respondent desires to further explain any of the responses to the requirements in Sections 7.1 and 7.2, please attach one document further describing or explaining those responses and the architectural solutions here.

Attachments:

[Attach a file to this answer](#)

7.4 QUESTION:

Additional Information Regarding Cloud Computing - Optional

Please provide Respondent's view regarding the applicability for incorporating cloud computing to enhance the operations and functionality of the NPAC/SMS. Please attach any drawings and explanation for the proposed architectural solution.

Attachments:

[Attach a file to this answer](#)

7.5 QUESTION:

Additional Information Regarding Web Services Interface - Optional

Please provide Respondent's view regarding the applicability for incorporating a web services interface to enhance the operations and functionality of the NPAC SMS. Please attach any drawings and explanation for the proposed architectural solution.

Attachments:

[Attach a file to this answer](#)

8. NANC LNP PROCESS FLOWS

8.1* QUESTION:

NANC LNP Process Flows

The following URL contains the posted FCC-mandated NANC LNP Process Narratives and Flows:

https://www.napmlc.org/pages/npacrfp/npacRFP_RefDocs.aspx

The documents referenced are:

- NANC_OPS_Flows_Narratives_v4.1(04-16-2010). doc
- NANC_Flows_4.0_10-16-2009.ppt

Does the Respondent acknowledge that its proposal and responses to this RFP survey adhere to the above-referenced FCC-mandated NANC LNP Process Narratives and Flows?

- (no answer)
- Acknowledged

9. SERVICE LEVEL REQUIREMENTS

9.1* QUESTION:

Service Level Requirements for Measurement and Reporting

The Service Level Requirements (SLRs) in this Section 9 of the RFP survey supersede any SLRs documented in the FRS or elsewhere.

Does Respondent acknowledge and understand that the SLRs in this Section 9 of the RFP survey supersede any SLRs documented in the FRS or elsewhere and are the SLRs to be used for purposes of all responses to this RFP survey?

- (no answer)
- Acknowledged

9.2 STATEMENT:

Table of Contents for SLRs

- SLR 1 - Service Availability
- SLR 2 - Scheduled Service Unavailability
- SLR 3 - Partial Service Unavailability
- SLR 4 - LSMS Broadcast Time
- SLR 5 - SOA to NPAC Interface Rates
- SLR 6 - NPAC to LSMS Interface Transaction Rates
- SLR 7 - SOA/LSMS Interface Availability
- SLR 8 - Unscheduled Backup Cutover Time
- SLR 9 - NPAC/SMS Partial Disaster Restoral Interval
- SLR 10 - NPAC/SMS Full Disaster Restoral Interval
- SLR 11 - Administration of any NPAC/SMS Tables
- SLR 12 - User Problem Resolution - Speed of Answer
- SLR 13 - User Problem Resolution - Abandoned Call Rate
- SLR 14 - User Problem Resolution - After Hours Callbacks
- SLR 15 - User Problem Resolution - Commitments Met
- SLR 16 - Logon Administration - Timely Process Request Processing

- SLR 17 - System Security - Security Error Log
- SLR 18 - System Security - Remedy Invalid Access Event
- SLR 19 - NPA Split/Mass Changes
- SLR 20 - Unscheduled Service Unavailability Notification - Upon Detection
- SLR 21 - Unscheduled Service Unavailability Notification - Update

9.3 STATEMENT:

Summary of NPAC/SMS Service Level Requirements

The following is a schedule of Service Affecting and Non Service Affecting SLRs for the NPAC/SMS in each Region. The description of the SLRs and the addition, elimination, or modification of SLRs set forth below is subject to change from time to time as provided in the Master Agreements. Further, the descriptions and composition of the SLRs ultimately included in the Master Agreements may differ from those set forth below, but the descriptions and composition of the SLRs set forth below shall be used for purposes of responding to this RFP survey.

The following are definitions of certain terms used in the SLR table set forth below:

(a) The term "Service Availability" shall mean at least one service provider is able to access and invoke all NPAC/SMS capabilities through its respective interface, to either the NPAC/SMS Production Computer System or the NPAC/SMS Disaster Recovery Computer System. Service Availability measures the reliability of the service provided by the NPAC/SMS, and does not include time due to Scheduled Service Unavailability, if any. The term "Service Unavailability" shall mean that Service Availability is not present.

(b) The term "Interface Availability" shall mean an NPAC/SMS interface is available to each service provider to establish, maintain, and utilize an association with the NPAC/SMS system designated as the "live" system (either the NPAC/SMS Production Computer System or the NPAC/SMS Disaster Recovery Computer System) at any point in time. Interface Availability measures the reliability of the NPAC/SMS interfaces collectively, excluding interface outages resulting from Service Unavailability events and Scheduled Service downtime.

(c) Unless otherwise defined in the specific SLR, all other defined terms shall have the meanings ascribed to them in the Master Agreements.

9.4 STATEMENT:

SLR 1 - Service Availability

Requirement:

REQ 1: Maintain a 99.99% or better level of Service Availability.

Description:

Service Availability (SA) means that at least one User, excluding the LNPA and its Affiliates, is able to access and invoke all NPAC/SMS capabilities through its respective interface. Service Unavailability (SU) means that Service Availability is not present and is the same as the loss of Service Availability. The end of a loss of Service Availability occurs when the first User, excluding the LNPA and its Affiliates, appears in Recovery

The total seconds of Service Availability possible in a month does not include the loss of Service Availability due to Scheduled Service Unavailability (SSU), even if the SSU is in excess of the SLR for SSU. Thus when 100% Service

Availability is reported for a month, this means only that there was no Unscheduled Service Unavailability during that month.

When the NPAC/SMS is unable to re-establish Service Availability at the end of an SSU interval because of hardware or software failure, an SLR 1 event is declared -- the SLR 1 event begins at the end of that SSU interval -- and RCA Reports are issued. However, if the inability to reestablish Service Availability is due to the planned maintenance activity requiring additional time in excess of the SLR for SSU, the SSU interval continues and an SLR 2 event is declared, but not an SLR 1 event.

Any interval of Service Unavailability due to a Failover is included in determining whether SLR 1 has been satisfied or not satisfied, unless Service Unavailability is waived by the NAPM LLC in its discretion, for example, because it was due to the Annual Failover Exercise.

The NPAC may experience loss of Service Availability events where no service provider association is aborted. In these cases, the timestamp of the first successful inbound CMIP transaction that occurs after the event has begun will determine the end of the outage.

If the NPAC database server experiences hardware or software failure prior to processes losing connection, recognition of the loss of Service Availability will be based on the last application software event successfully committed to the database. This methodology to recognize loss of Service Availability is necessary when the database is unable to process transactions prior to the log file recording the timestamp of processes losing connection.

The interval between this last timestamp before the loss of Service Availability and the time at which the first User appears in recovery is the period during which Service Availability is defined as being lost.

Calculating Service Level Achieved:

The total seconds in the month, minus the seconds of SSU, represent the potential Service Availability seconds in the month. The number of seconds of actual Service Availability divided by the number of seconds of potential Service Availability, the quotient expressed as a percentage, is the percent Service Availability for the month. That is, only Unscheduled Service Unavailability (USU) intervals are deducted from the potential Service Availability interval to determine actual Service Availability.

Expressed algebraically, where A is total seconds in the month, B is SSU within agreed-to limits, C is SSU in excess of agreed-to limits, and D is USU, Service Availability is defined as follows and expressed as a percentage:

$$\frac{A - (B + C) - D}{A - (B + C)} \times 100\%$$

Reporting Service Level Results:

A performance report summary is required that shows the percent of time during the month of Service Availability. A separate detail page indicating how the result was derived, showing total seconds in the month, seconds of SSU within the agreed-to SLR level for SSU and seconds in excess of agreed-to SLR level for SSU, and seconds of USU, must be provided. A table showing dates and duration of USU events must be displayed in a separate SU detail report.

9.5 STATEMENT:

SLR 2 - Scheduled Service Unavailability

Requirement:

REQ 2: Scheduled Service Unavailability (SSU) may not occur outside of the industry-agreed upon maintenance windows, with respect to both time of occurrence and duration, unless otherwise approved by the NAPM LLC.

Description:

The current industry-approved NPAC maintenance windows are as follows:

First Sunday of each month: midnight to 9:00 a.m., Central.

All other Sundays: midnight to 7:00 a.m., Central.

When the NPAC/SMS is unable to re-establish Service Availability at the end of a Scheduled Service Unavailability (SSU) interval because of hardware or software failure, an SLR 1 event is declared -- the SLR 1 event begins at the end of that SSU interval -- and RCA are issued. However, if the inability to establish Service Availability is due to the planned maintenance activity requiring additional time in excess of the SLR for SSU, the SSU interval continues and an SLR 2 event is declared, but not an SLR 1 event.

Any interval of Service Unavailability due to a Failover is included in the SLR 1 calculation. The sole exception to this is the Failover exercise scheduled approximately annually.

Measuring Service Level:

SLR 2 measurement is based on same data sources as SLR 1.

When a loss of Service Availability occurs and Scheduled Service Unavailability begins, the log files are searched for the event timestamp indicating the first instance of database loss prior to the restoration timestamp. The interval between the last timestamp before the loss of Service Availability and the time at which the first User, excluding the LNPA and its Affiliates, appears in Recovery is the period during which Service Availability is defined as being lost. This loss of Service Availability is classified as Scheduled Service Unavailability when the Service Availability loss is intentional and defined notice intervals have been met, or when the loss occurs during the NPAC/SMS maintenance window agreed-to by Customer; otherwise, the loss of Service Availability is classified as Unscheduled Service Unavailability (USU).

Calculating and Reporting Service Level Achieved:

A performance report summary indicating only whether the agreed-to level of SSU was "met" or "not met" must be provided. A separate detail page indicating how the result was derived, showing the date, duration, and start and end times for each SSU event and the number of hours agreed to and the time in excess of the amount agreed to for each event must also be provided.

9.6 STATEMENT:

SLR 3 - Partial Service Unavailability

Requirement:

REQ 3: An NPAC/SMS hardware component failure or any other disruption in the operation of the NPAC/SMS that causes at least one User to lose the ability to access and invoke all NPAC/SMS capabilities for more than 10 minutes for a reason other than loss of Interface Availability constitutes Partial Service Unavailability.

Description:

The intent of SLR 3 is to measure a disruption in the NPAC/SMS operations that affects one or more Users in a Region, but not all Users in the Region, that is due to any NPAC/SMS hardware component failure or disruption unrelated to any LSMS/SOA interface failures (SLR 7).

An NPAC/SMS hardware component failure or any other disruption in the operation of the NPAC/SMS that causes at least one User to lose the ability to access and invoke all NPAC/SMS capabilities for fewer than 10 consecutive minutes does not constitute Partial Service Unavailability. Any interval of Partial Service Unavailability is not included in the SLR 7 calculation.

Measuring Service Level:

This SLR measures the time required to restore complete service to all impacted users due to an NPAC component failure resulting in service unavailability to one or more, but not all, users in a Region.

Time in excess of 10 minutes to restore complete service to all affected users will result in a "miss" of SLR 3.

Calculating and Reporting Service Level Achieved:

The time required to completely restore service to all affected users is determined. If any complete service restoration effort exceeds ten minutes, the SLR is reported as "not met" and time stamp details are provided.

9.7 STATEMENT:

SLR 4 - LSMS Broadcast Time

Requirement:

REQ 4: Average response time of three seconds from activation request to broadcast.

Description:

"Response time" is the interval between receiving a request to activate an SV and the point at which NPAC has processed the request and is broadcast.

In addition to report the average time to initiate a broadcast, a calculation also is to be made to show what percent of the broadcasts were initiated within three seconds.

Measuring Service Level:

The source of data for the measurement of SLR 4 is the NPAC router log for the NPAC production region. Router logs are downloaded from the active application to the central reporting server daily. In the case of fail-over to the other NPAC region, the designation of the "active" system is changed automatically as part of the Failover process.

Calculating and Reporting Service Level Achieved:

At the end of the month, the total quantity of broadcasts is determined. The time interval measured as described above for every broadcast is added together. The total measured time is divided by the total quantity of broadcasts. The quotient is the "average time required to initiate a broadcast."

The quantity of broadcasts initiated within three seconds is determined. This quantity is divided by the total quantity of broadcasts and the quotient expressed as a percentage to indicate the "percent broadcasts initiated within three seconds."

The percent of broadcasts performed within three seconds and the average delay is reported.

9.8 STATEMENT:

SLR 5 - SOA to NPAC Interface Transaction Rates

Requirement:

REQ 5: Maintain a minimum of seven transactions per second per User SOA for 99.9% of the transactions.

Description:

To the extent there is sufficient offered load, maintain, for 99.9% of the CMIP transactions, a rate of seven CMIP transactions per second (sustained) over each SOA to NPAC SMS interface association; however, this interface requirement does not apply when there are at least 70 CMIP transactions per second (sustained) for a single NPAC SMS region.

A SOA system may have more than one NPAC association. The term "User SOA" therefore refers to an NPAC SOA association and the seven transactions per second rate is per SOA association.

Measuring Service Level:

During normal operation of the NPAC system, measurements are taken to determine the count of outstanding inbound and outbound messages for each SOA association. The OS Stack is measured to determine the quantity of outstanding inbound CMIP messages within the CMIP toolkit. The NPAC event queue is measured to determine the quantity of outstanding outbound CMIP messages. No throughput calculation for the SLR is necessary unless the inbound or outbound outstanding message count is greater than one, indicating the NPAC SMS is in a backlog condition and not processing transactions in real time. For each case where there is a backlog condition, the inbound plus outbound transaction rate is calculated to determine whether the CMIP transactions per second requirement is being met.

Calculating and Reporting Service Level Achieved:

The throughput rate is calculated by capturing the start and end times for each backlog condition as well as the count of inbound and outbound messages during the backlog condition. For the purposes of this calculation, a CMIP message is defined as a request message and the associated response message. Dividing the delta CMIP message count by the delta time yields the transaction rate for any given backlog interval.

If no more than .1% of the CMIP transactions for each SOA association fail to meet the lesser of either the offered load or the required CMIP transactions per second rate, then the SLR is reported as met. That is, all SOA associations individually must meet the SLR criterion for the SLR to be met. An exception to this occurs for intervals where the total SOA association CMIP transaction rate equals or exceeds 70.0 per second. During such intervals, the individual SOA association transaction rate requirement is superseded by the region-wide transaction rate requirement and the SLR 5 criterion is met even if the individual SOA association rate criterion is not.

9.9 STATEMENT:

SLR 6 - NPAC to LSMS Interface Transaction Rates

Requirement:

REQ 6: Maintain a minimum of seven transactions per second per User LSMS for 99.9% of the transactions.

Description:

To the extent there is sufficient offered load, maintain, for 99.9% of the CMIP transactions, a rate of seven CMIP transactions per second (sustained) over each NPAC SMS to Local SMS interface association; however, this interface requirement does not apply when there are at least 210 CMIP transactions per second (sustained) for a single NPAC SMS region.

Measuring Service Level:

During normal operation of the NPAC system, measurements are taken to determine the count of outstanding inbound and outbound messages for each LSMS association. The OS Stack is measured to determine the quantity of outstanding inbound CMIP messages within the CMIP toolkit. The NPAC event queue is measured to determine the quantity of outstanding outbound CMIP messages. No throughput calculation for the SLR is necessary unless the inbound or outbound outstanding message count is greater than one, indicating the NPAC SMS is in a backlog condition and not processing transactions in real time. For each case where there is a backlog condition, the inbound plus outbound transaction rate is calculated to determine whether the CMIP transactions per second requirement is being met.

Calculating and Reporting Service Level Achieved:

The throughput rate is calculated by capturing the start and end times for each backlog condition as well as the count of inbound and outbound messages during the backlog condition. For the purposes of this calculation, a CMIP message is defined as a request message and the associated response message. Dividing the delta CMIP message count by the delta time yields the transaction rate for any given backlog interval.

If no more than .1% of the CMIP transactions for each LSMS association fail to meet the lesser of either the offered load or the required CMIP transactions per second rate, then the SLR is reported as met. That is, all LSMS associations individually must meet the SLR criterion for the SLR to be met. An exception to this occurs for intervals where the total LSMS association CMIP transaction rate equals or exceeds 210 per second. During such intervals, the individual LSMS association transaction rate requirement is superseded by the region-wide transaction rate requirement and the SLR 6 criterion is met even if the individual LSMS association rate criterion.

9.10 STATEMENT:

SLR 7 - SOA/LSMS Interface Availability

Requirement:

REQ 7: Maintain an Interface Availability at a minimum of 99.99%

Description:

Interface Availability is calculated each month only for Users who have had their mechanized NPAC interface for the entire Report month.

All calculations are done on a regional level for monthly performance reporting, but interface availability also is calculated and reported on an individual SPID basis.

Any performance credits due to impaired Interface Availability are allocated to the entire region, not specifically to the User experiencing the loss of Interface Availability.

Measuring Service Level:

Edge Routers

Router log files are monitored at a port level to determine whether or not all of a User's network connection ports to the NPAC are available. If any of the User's ports becomes unavailable, the event is logged and NPAC personnel are notified of the event. NPAC personnel determine whether User's circuit or hardware problem is causing the port unavailability. A trouble ticket is opened to track the investigation and its outcome. An SLR 7 miss will be recorded only if all of a User's interfaces are impacted by the NPAC port failure. That is, if at least one NPAC port dedicated to the SPID is available, then no SLR 7 event is deemed to have occurred.

LAN

If the User has one interface available to the NPAC, but the LNPA's LAN is down (or slow), the LAN problem will be logged and investigated. NPAC personnel will determine the time period during which the User was impacted using one of the following methods:

1. NPAC/SMS periodically polls each User's edge router and mechanized servers with "pings" and "SNMP GETs". Every five minutes, a series of polls is taken and logged. If a poll fails, a retry is attempted. A potential LAN outage is logged if three successive polls of a User fail. If the logged poll failure event is determined to be caused by the LNPA, LAN restoration will be noted when the polling once again becomes successful.
2. Some Users do not allow the LNPA to poll their edge routers and systems. For these Users, a potential LAN outage event will be determined indirectly. For example, "pings" to the NPAC's edge routers will be done. A potential LAN outage will be logged if three successive polls fail to a given edge router. If the logged poll failure event is determined to be caused by the LNPA, LAN restoration will be noted when the polling once again becomes successful.

For outages not covered in items 1 and 2 above, the exact cause and duration can be extremely difficult to pinpoint. In many cases, the outage time is reconstructed from multiple router logs, system change logs, and application logs. Experience shows that these events are never the same, and logs, techniques, and resources required to investigate them are never the same. The GEP Auditor will use either the Root Cause Analysis (RCA) or Monthly Performance Reports as the data source of SLR 7 event start and end times.

The duration of interface unavailability is the period from when all of a User's network interface connections to the NPAC gateway routers became unavailable to the time the User's first network interface became available again.

The start time of interface unavailability is measured from when first polling attempt fails; end time occurs when polling becomes successful. For case where User does not allow the LNPA to ping its systems, the start time is measured from the time internal polling is unsuccessful; the end time occurs when internal polling becomes successful.

Calculating Service Level Achieved:

An adjustment would be made for periods of lost Interface Availability that occur during periods of lost NPAC Service Availability to avoid overstating the impact of lost Interface Availability.

The Monthly Performance Report displays the average Interface Availability as a percentage for the region as a whole, but includes a Details section showing the calculation of Interface Availability for each User.

The sum of each user's interval of Interface Availability, divided by the quantity of interfaces, yields the average Interface Availability. This is divided by the interval of Service Availability and expressed as a percentage.

The GEP metric for GEP Element 1b is the monthly measurement and tabulation of the LNPA's satisfaction of SLR 7 for all of a User's Mechanized Interfaces in the region. Achievement of the 99.99% interface availability criterion is tabulated separately for each SPID.

Interface Availability for each User is defined as $X/Y*100\%$ where:

A = Loss of Service Availability, but not due to Scheduled Service Unavailability

B = Loss of Service Availability due to Scheduled Service Unavailability

C = Loss of Interface Availability for the SPID

X = Time interface available to SPID, that is $X = (\text{total time available}) - A - B - C$

Y = Total time in the report month that Interface Available, that is $Y = (\text{total time}) - A - B$

Note that A, B, C, X, and Y all are expressed in seconds

Reporting Service Level Results:

The summary page for SLR 7 displays a percent Interface Availability for the region overall and refers the reader to the Details portion of the Report. The Details section displays, by SPID, the individual occurrences of lost interface availability, showing for each occurrence the date, start and end times, and event duration. Each SPID's individual interface availability percentage also is displayed.

In addition to the regional results and associated details for each individual SPID's interface availability, the percentage of individual interfaces that experience 99.99% or better availability each month also is displayed.

9.11 STATEMENT:

SLR 8 - Unscheduled Backup Cutover Time

Requirement:

REQ 8: A maximum of 10 minutes to cutover to the backup site.

Description:

The term "Cutover" here means to "Failover" from the active site to the backup site.

The term "backup site" here means only the data center that is not the active site at the time the Failover is initiated; that is, the direction of Failover is not relevant to this SLR.

Up to 10 minutes is allowed from the initiation of Failover to the completion of Failover where "completion" is recognized as occurring when the first User appears in recovery at the Failover site.

Any interval of Service Unavailability due to a Failover is included in the SLR 1 calculation. The sole exception to this is the Failover exercise scheduled approximately annually.

Measuring Service Level:

Start of Failover Interval

If active site's application server is available to initiate Failover, then Failover start time is indicated by the timestamp "Failover Initiated" located in the log files. However, if the active site's application server is not available to initiate Failover, then the inactive site must be brought on line manually.

End of Failover Interval

The timestamp for the end of Failover is the timestamp showing when the first User appears in recovery (SOA or LSMS) at the new active site. This timestamp information is not logged, so a snapshot is taken and saved in case needed for verification purposes later.

Calculating and Reporting Service Level Achieved:

The time required to complete each Failover attempted is determined. If any Failover required in excess of 10 minutes, the SLR is reported as "not met" and time stamp details are provided.

9.12 STATEMENT:

SLR 9 - NPAC/SMS Partial Disaster Restoral Interval

Requirement:

REQ 9: Partial restoration will be equal to or less than four hours (Partial restoration meaning the capability of receiving, processing and broadcasting updates).

Description:

Restoration is recognized as occurring when the first User appears in recovery at the active site.

Measuring Service Level:

Recognition of the loss of Service Availability is based on the timestamp made when NPAC/SMS processes lose connection. The timestamp is written in log files. If this timestamp cannot be found, measurement of the loss of Service Availability is based on last log entry due to hardware or software failure. Re-initialization of NPAC/SMS processes likewise causes timestamps to be written and indicate the resumption of Service Availability.

When a loss of Service Availability has occurred, the log files are searched for the event timestamp indicating the first instance of database loss prior to the restoration timestamp.

The interval between these last timestamps before the loss of Service Availability and the time at which the first User appears in Recovery is the period during which Service Availability is defined as being lost.

Calculating and Reporting Service Level Achieved:

The duration of each instance of loss of Service Availability is determined. Periods of Scheduled Service Unavailability are not included in the calculation. The total number of times Service Availability is lost and the number of times the loss exceeded four hours is determined. However, only if Service Availability is lost continuously for more than four hours is the SLR reported as "not met."

9.13 STATEMENT:

SLR 10 - NPAC/SMS Full Disaster Restoral Interval

Requirement:

REQ 10: Full restoration will occur at a maximum of six hours.

Description:

This means that the NPAC/SMS also can do audits and handle queries.

Measuring Service Level:

The "sent" timestamp of the e-mail notification to industry that full restoration has occurred provides documentation of the event.

Calculating and Reporting Service Level Achieved:

The time stamp of the loss of service availability (as described in SLR 1) is compared with the timestamp of the e-mail to industry providing notification that full disaster restoral has been accomplished. If the interval exceeds six hours, the SLR is reported as "not met."

9.14 STATEMENT:

SLR 11 - Administration of any NPAC/SMS Tables

Requirement:

REQ 11: 99.99% error free updating

Measuring Service Level:

The measurement of table administration service level uses as a base line the total number of entries made in each field of each table in each region from every GUI and mechanized interface transaction for the report month.

Calculating Service Level Achieved:

The total base line numbers are compared to the previous month totals and the difference is the number of updates for the present month of data. The new base line is now used to calculate against the number of errors collected by the NPAC/SMS, and internal trouble tickets tracked as "error table administration" to produce a ratio of errors to the base line.

Reporting Service Level Results:

The Performance Report Summary Page shows Met/Not Met with a note of the quantity of table updates performed during the month.

9.15 STATEMENT:

SLR 12 - User Problem Resolution, *Speed of Answer*

Requirement:

REQ 12: Minimum 90% calls during Normal Business Hours answered by live operators within 10 seconds.

Description:

The interval measurement begins when the caller chooses the option to speak with a live agent and ends when a live agent answers the call. Calls abandoned before the option to speak with a live agent are not included in the total call volume count. Calls abandoned after that point, but before the ten-second threshold is reached, also are not included in the count.

Measuring Service Level:

The call management system collects data daily on the total number of calls received during normal business hours and the quantity of those calls answered within 10 seconds.

Calculating and Reporting Service Level Achieved:

The daily counts for each Help Desk business day are added together. The total number of calls answered by live agent within 10 seconds are divided by the total number of calls received for which caller selects option to speak with live agent and does not abandon the call after that point in less than 10 seconds. The quotient is expressed as a percentage.

In addition to the percent of eligible calls answered within 10 seconds, the fraction of days the requirement is met also is displayed as a percentage.

9.16 STATEMENT:

SLR 13 - User Problem Resolution, *Abandoned Call Rate*

Requirement:

REQ 13: Less than 1.0% abandoned call rate.

Description:

The interval measurement begins when the caller chooses the option to speak with a live agent; the interval ends when the caller abandons the call, but only after at least ten seconds has elapsed with no answer.

Measuring Service Level:

The call management system collects data daily on the total number of calls received during normal business hours for which the caller elects to speak with a live agent, and on the quantity of those calls abandoned after the caller has waited at least 10 seconds for a live agent to answer.

Calculating and Reporting Service Level Achieved:

The total of the daily counts of calls on which the caller abandons the call after waiting at least 10 seconds to speak with a live agent is divided by the total of the daily counts of calls on which the caller choose the option to speak with a live agent. The quotient is expressed as a percentage.

In addition to the percent of eligible calls abandoned, the fraction of days the requirement is met also is displayed as a percentage.

9.17 STATEMENT:

SLR 14 - User Problem Resolution, *After Hours Callbacks*

Requirement:

REQ 14: 99.0% callback within 15 minutes for requests made during other than Normal Business Hours.

Measuring Service Level:

This SLR measures the proportion of calls to Help Desk received outside of Normal Business Hours that are returned within 15 minutes.

The Help Desk collects data and reports daily the following information:

- date and time caller page sent (caller saves message]
- option selected (immediate call-back versus reply next business day]
- date and time caller message retried by agent
- Login ID of agent retrieving message

The Help Desk daily reports are reviewed manually and the messages for which immediate call-back requested are identified. There is no direct measurement of time customer is called by agent, however; the presumption is that the time the agent retrieves the message is the time the customer is called back.

Calculating and Reporting Service Level Achieved:

The SLR result is the number of messages for which the call-back time is within 15 minutes of the caller's request divided by the total number of messages for which an immediate call-back is requested. The quotient is expressed as a percentage.

9.18 STATEMENT:

SLR 15 - User Problem Resolution, *Commitments Met*

Requirement:

REQ 15: 100% of all commitments to get back to the User after the initial contact will be met.

Description:

This SLR applies only to Service Affecting tickets. Since Priority 1 tickets are subject instead to the SLR 20 and SLR 21 requirements, and Priority 3 and Priority 4 tickets do not involve Service Affecting situations, this SLR applies only to Priority 2 tickets.

PRIORITY LEVEL	LEVEL	DEFINITION	SA or Non-SA
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1	Critical	The situation affects ALL Service Providers (SPs) in one or more regions; a regional outage has occurred and LNP services are not available to any Service Provider in a particular region.	Service Affecting
2	High	Issues that affect ONE SP in one or more regions that result in the loss of ability to port TN(s) <u>AND/OR</u> all issues associated with SP's system associating and communicating with NPAC/SMS via either their mechanized (SOA/LSMS) or LTI interfaces.	Service Affecting
3	Medium	The situation is NOT service affecting, however a solution is needed ASAP. Service is impaired although porting transactions are being executed.	Non-Service Affecting
4	Cosmetic	The situation is a general question/inquiry that a Service Provider was concerned with or where an SP needed clarification.	Non-Service Affecting

Measuring Service Level:

The Help Desk is required to respond to the NPAC User within one hour of the creation of a Priority 2 ticket. A subsequent contact is required when the second hour has elapsed and subsequent contacts are required as agreed. A final contact is made when the ticket is closed. SLR 15 reflects the proportion of these contacts that are made on time.

The measurements begin when a tracking ticket is created and end when the ticket is put in "resolved" status. The ticket is not placed in a "resolved" status until the request is processed.

The system for trouble ticket management and tracking collects the data.

Calculating and Reporting Service Level Achieved:

The sum of all required contacts made on time for Priority 2 tickets is divided by the sum of all the required contacts for the Priority 2 tickets. The quotient is expressed as a percentage.

9.19 STATEMENT:

SLR 16 - Logon Administration, *Timely Request Processing*

Requirement:

REQ 16: Process 99.5% of all approved requests within six business hours of receipt.

Description:

This SLR applies only to requests from new or existing LTI users.

This SLR does not apply to requests for dedicated ports or for key exchanges.

Measuring Service Level:

This SLR measures the proportion of all requests for SecurIDs and Log-on IDs [user name and password] that are processed within six business hours of the request's receipt.

The measurements begin when a tracking ticket is created and end when the ticket is put in "resolved" status. The ticket is not placed in a "resolved" status until the request is processed.

Calculating and Reporting Service Level Achieved:

The sum of requests to be measured that are processed within six business hours of receipt is divided by the total quantity of these type of requests received. The quotient is expressed as a percentage.

9.20 STATEMENT:

SLR 17 - System Security, *Security Error Log*

Requirement:

REQ 17: Monitor and record unauthorized system access.

Measuring Service Level:

Security events tables in each NPAC/SMS database are queried and stored in a security event log table, then the events are categorized by type.

Calculating and Reporting Service Level Achieved:

The number of occurrences of unauthorized system access for the reporting month is summed and the sum is reported in the performance report. The notes section of the performance report includes a description of these events. If there are no occurrences of unauthorized system access during the reporting month, the letters "nmo" (no monthly occurrence) are entered in the report.

9.21 STATEMENT:

SLR 18 - System Security, *Remedy Invalid Access Event*

Requirement:

REQ 18: Remedy logon security permission errors immediately after user notification.

Measuring Service Level:

A security error is an invalid access event.

Calculating and Reporting Service Level Achieved:

The database supporting the trouble management system is queried to collect data for this SLR.

A failure to meet this SLR would be reported as "not met" and an explanation provided.

9.22 STATEMENT:

SLR 19 - NPA Split/Mass Changes

Requirement:

REQ 19: Notify users within 10 business days of receipt of notification of the need for an NPA split/mass change.

Description:

This notice requirement applies only to the initial notice of a planned NPA split. The SLR does not require that users also be notified of each subsequent modification to the NPA split's plan such as rate areas or codes added or deleted and changes in anticipated dates for permissive dialing arrangements; the NPAC does not assume industry's responsibility to remain aware of changes in NPA split plans.

Measuring Service Level:

This SLR measures the proportion of all notifications received by NPAC of an upcoming NPA split that are sent to an industry distribution list within 10 days of NPAC's receipt of the notice. The NPAC notification date is the date of the initial NANPA Industry Letter.

Calculating and Reporting Service Level Achieved:

The "sent" timestamp of the e-mail sent by the LNPA to the industry that provides the initial NPA split notice is compared with the date of the initial NANPA Industry Letter.

A failure to meet this SLR would be reported as "not met" and an explanation provided.

9.23 STATEMENT:

SLR 20 - Unscheduled Service Unavailability Notification - *Upon Detection*

Requirement:

REQ 20: Notify user within 15 minutes of detection of an occurrence of unscheduled service unavailability during normal business hours (7AM-7PM Central). And notify user within 15 minutes of detection of an occurrence of unscheduled service unavailability outside of normal business hours (7PM to 7AM Central). Outside of normal business hours, when the unscheduled service unavailability ends within the 15 minute period, the notification must be sent no later than 9AM the following day.

Measuring Service Level:

The "sent" timestamp of the e-mail notice to industry is compared with the time at which the priority 1 ticket was opened.

Calculating and Reporting Service Level Achieved:

A failure to meet this SLR would be reported as "not met" and an explanation provided.

9.24 STATEMENT:

SLR 21 - Unscheduled Service Unavailability Notification - Update

Requirement:

REQ 21: Provide 30-minute updates of NPAC status following an occurrence of unscheduled service unavailability through recorded announcement and client bulletins.

Measuring Service Level:

A manual review is performed of the "sent" timestamps for the e-mail updates to industry. Note that the industry may request that the 30-minute notifications be suspended and no further notices be issued until service is again available.

Calculating and Reporting Service Level Achieved:

A failure to meet this SLR would be reported as "not met" and an explanation provided.

9.25* QUESTION:

Does the Respondent acknowledge that adherence to ALL SLRs shown in the RFP sections 9.4 thru 9.24 are incorporated into its proposal?

- (no answer)
- Yes
- No

10. NPAC USER METHODS & PROCEDURES

10.1* QUESTION:

NPAC User Methods and Procedures

The selected LNPA is responsible to provide industry approved NPAC User M&Ps providing step-by-step instructions to complete actions requested of the NPAC/SMS. The documentation must be up to date and easily accessible by all NPAC users.

All NPAC User M&Ps are developed and approved via an industry consensus process. The Respondent's proposal must include development of new M&Ps to address updates to the NPAC platform or technology upgrades, and support changes to existing industry approved M&Ps.

Listed below are the existing M&P subject areas:

NEW CUSTOMERS AND SERVICE PROVISIONING

NEW CUSTOMER SET UP PROCESS

CONNECTIVITY TO THE NPAC

EXISTING USER MODIFICATIONS

NPAC HELP DESK

NPAC HELP DESK AND THE ROLE OF THE USER SUPPORT ANALYSIS

NPAC HELP DESK HOURS OF OPERATION

RECOGNIZED HOLIDAYS

AFTER-HOURS SUPPORT

NPAC HELP DESK AUTHORIZATION LIST

AUTOMATED TELEPHONE NUMBER LOOK-UP SYSTEM

CUSTOMER CONTACT LIST MANAGEMENT

NPAC SECURE SITE ACCESS

NPAC PUBLIC SITE ACCESS

NPAC HELP DESK PROBLEM RESOLUTION

PROBLEM RESOLUTION

MECHANIZED ASSOCIATION TROUBLESHOOTING

LTI ACCESS TROUBLESHOOTING

NPAC SUPPORT SERVICES

BILLABLE CONTACTS

SUBSCRIPTION VERSION (SV) PROVISIONING

SUBSCRIPTION VERSION (SV) STATUS DESCRIPTIONS

NPAC/SMS TUNABLES

NPA-NXX MANAGEMENT

LRN MANAGEMENT

LTI GUI LOGON MANAGEMENT

FULL AND DELTA BULK DATA DOWNLOADS

NPA-NXX FILTER SET UP

EMERGENCY NPA-NXX FILTERS

NPA SPLITS

NPAC REPORTS

FTP SITE REQUESTS

PORTING IN ERROR/FAILURE TO PORT

MASS MODIFICATIONS

NPAC/SMS OPERATIONS

NPAC SERVICE LEVEL REQUIREMENTS

NPAC SYSTEM OUTAGES

SCHEDULED SERVICE UNAVAILABILITY (SSU) SCHEDULE

SERVICE PROVIDER AND NPAC MAINTENANCE NOTIFICATIONS

LARGE PORT NOTIFICATIONS

NEW NPAC SOFTWARE RELEASES AND TESTING

NPAC SOFTWARE RELEASES/UPGRADES

TESTING

CONTINUING CERTIFICATION REQUIREMENTS

NPAC POOLING OPERATIONS

POOLING ACTIVITIES IN THE NPAC

NPAC VALIDATIONS

NPAC BILLING AND COLLECTIONS

BILLING DISPUTES AND RESOLUTION

OTHER INFORMATION

NPAC WEBSITES

ADDITIONAL WEBSITES

If selected, does the Respondent agree to develop and deliver, prior to implementation, the aforementioned list of M&Ps and any additional M&Ps as may be needed?

- (no answer)
- Agree
- Disagree

11. OTHER LNPA SERVICES

11.1* QUESTION:

Intermodal Ported Telephone Number Identification Service

The FCC has adopted rules prohibiting the initiation of telephone calls using automatic telephone dialing systems or an artificial or prerecorded voice to telephone numbers assigned to a paging service, cellular telephone service, specialized mobile radio service or other radio common carrier service, or any service for which the called party is charged for the call (such conduct referred to as TCPA Prohibited Conduct).

If selected, an LNPA must provide in each Region a service separate from the Service provided to Users, to provide certain User Data elements to certain parties satisfying specific qualification requirements for the sole purpose of allowing such parties to avoid engaging in TCPA Prohibited Conduct. This service shall be referred to as the Intermodal TN ID Service.

REQ 1: The LNPA shall only provide the Intermodal TN ID Service to Qualified Limited User Data Recipients as defined in the Master Agreements. The LNPA shall require parties requesting the Intermodal TN ID Service to complete an application.

REQ 2: The LNPA shall determine, based upon a good-faith, reasonable interpretation of the information provided by such applicant whether the User Data requested constitutes solely Intermodal Ports AND whether the intended use of the requested User Data is for the sole purposes of permitting that applicant as a Qualified Limited User Data Recipient to avoid engaging in TCPA Prohibited Conduct by verifying whether TNs are assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service or any service for which the called party is charged for the call or allowing that applicant as a Qualified Limited User Data Recipient to disclose, sell, assign, lease or otherwise provide to another third party who qualify as a Second Tier Limited User Data Recipients.

REQ 3: The LNPA shall provide a quarterly report listing all applicants for the Intermodal Ported TN ID Service during the preceding quarter and all current Qualified Limited User Data Recipients and Second Tier Limited User Data Recipients. Additionally, this report shall identify in a separate section all new Qualified Limited User Data Recipients and Second Tier Limited User Data Recipients.

REQ 4: The LNPA shall ensure that the Intermodal Ported TN ID Service does not adversely affect the operation and performance of the NPAC/SMS, and any adverse affect shall be cause for termination of the Intermodal Ported TN ID Service.

REQ 5: An Intermodal Ported Service TN ID Service help desk support shall be established by the LNPA. The telephone number for such help desk services shall be different than any telephone number for a NPAC/SMS Help Desk and no charges or costs associated with the Intermodal Ported Service TN ID Service help desk shall be included in any charges to NPAC/SMS Users with respect to Services.

REQ 6: The LNPA shall make available on a daily basis, two files consisting of lists of intermodal ports to TNs segregated between wireline to wireless ports and wireless to wireline ports on a password secure Web/FTP site for downloading by Qualified Limited User Data Recipients.

REQ 7: The User Data elements of such Intermodal Ports shall consist exclusively of TNs and no other User Data elements.

REQ 8: The LNPA shall not provide the Qualified Limited User Data Recipient direct access to the NPAC/SMS or any other User Data Elements.

REQ 9: The Intermodal Ported TN ID Service shall only be provided to Qualified Limited User Data Recipients after execution and delivery of an agreement satisfying the requirements set forth in the Master Agreements and substantially the form approved by the NAPM LLC (the Intermodal Ported TN ID Service Agreement).

REQ 10: The LNPA shall not be entitled to compensation of any kind with respect to the Intermodal Ported TN ID Service from the NAPM LLC or Users and shall look solely to the respective Qualified Limited User Data Recipients for any and all compensation for the provision of the Intermodal Ported TN ID Service (referred to as the Intermodal Charges). The LNPA must agree and acknowledge that the Intermodal Ported TN ID Service is discretionary and elective within the meaning of Paragraph 92 of the Federal Communication Commission's Third Report and Order, FCC 98-82, and is not necessary for the provision of LNP. Accordingly, the LNPA must agree and acknowledge that the basis and methodology for the determination and computation of the Intermodal Charges and the allocation and assessment of the Intermodal Charges among respective Qualified Limited User Data Recipients are intended to constitute reasonable usage-based charges. Further, the LNPA must agree that Intermodal Charges shall not be more than Cost plus the Fee set forth in the Master Agreements, and that such Cost plus the Fee methodology will be a uniform, non-discriminatory, fair, and reasonable usage based charge, although the LNPA shall acknowledge the possibility that such methodology could be challenged. The LNPA must agree to compute and to allocate the compensation for the provision of Intermodal Ported TN ID Service in a fair and non-discriminatory manner so that such Intermodal Charges are reasonable usage-based charges, consistent with the rules, regulations, orders, opinions and decisions of the FCC and other regulatory body having jurisdiction or delegated authority with respect to the NPAC/SMS or the Master Agreements.

REQ 11: The LNPA shall annually, at its own expense, engage the GEP Auditor separately to audit compliance with the requirements set forth in the Master Agreements with respect to the Intermodal Ported TN ID Service (referred to as the Intermodal Services Audit. The costs and expenses of the Intermodal Services Audit shall be charged and accounted for separately from the costs and expenses of the GEP Audit. A report from the GEP Auditor regarding the results of the Intermodal Services Audit (Intermodal Services Audit Report) shall be provided to the NAPM LLC.

REQ 12: In addition to the Intermodal Services Audit, the Intermodal Ported TN ID Service shall be included in the Neutrality Review conducted every six months.

Does the Respondent's proposal fully comply with the requirements listed above in time to meet the published implementation date? If no, please explain.

- (no answer)
- Yes
- No

Optional Comments:

11.2* QUESTION:

Enhanced Platform for Law Enforcement Agencies and Public Safety Answering Point Providers

As a result of LNP, it is not possible to reliably identify the service provider responsible for a telephone number. However, this service provider information is essential to law enforcement agencies and entities performing public safety answering point (PSAP) functions in the performance of their official duties.

If selected an LNPA must provide, in each Region, a service separate from the service provided to Users, to provide certain User Data elements to certain parties satisfying specific qualification requirements as either law enforcement agencies or PSAPs for the sole purpose of allowing such parties to use these User Data elements for their lawful law enforcement and public safety activities. This service shall be referred to as the Enhanced Law Enforcement Platform.

The requirements below are specific to the LNPA's provision of Enhanced Law Enforcement Platform services.

REQ 1: The LNPA shall provide to qualified law enforcement agencies and PSAPs access to certain portions of User Data to be used for lawful activities.

REQ 2: The Enhanced Law Enforcement Platform Service shall only be provided to law enforcement agencies and PSAPs, hereby referred to as Qualified Recipients.

REQ 3: The LNPA shall ensure that the Enhanced Law Enforcement Platform Service does not adversely affect the operation and performance of the NPAC/SMS, and any adverse affect shall be cause for termination of Enhanced Law Enforcement Platform Service.

REQ 4: The Enhanced Law Enforcement Platform Service help desk telephone number shall be different from any telephone number for NPAC/SMS Help Desk, and no charges or costs associated with the Enhanced Law Enforcement Platform Service help desk shall be included in any charges to NPAC/SMS Users with respect to Services.

REQ 5: The Enhanced Law Enforcement Platform Service shall only be provided to a Qualified Recipient if such party enters into and executes the Enhanced Law Enforcement Platform Service Agreement that satisfies the requirements set forth in the Master Agreements and that is in substantially the form approved by the NAPM LLC. Each Enhanced Law Enforcement Platform Service Agreement shall be only between the LNPA and the Qualified Recipient.

REQ 6: As part of the Enhanced Law Enforcement Platform Service, the LNPA shall make available the following Enhanced Law Enforcement Platform Data Elements:

- NPAC SPID of the service provider associated with a telephone number
- Identity of that service provider

- The date on which the port(s) from one service provider (by NPAC SPID) to another service provider (by NPAC SPID) occurred with respect to that telephone number
- The current contact name and number for each service provider as submitted in any manner to the NPAC by each service provider as its law enforcement and/or emergency contact

REQ 7: The LNPA shall employ an LSMS to provision current and historical Enhanced Law Enforcement Platform Data Elements into the Enhanced Law Enforcement Platform.

REQ 8: The LNPA shall provide access to the Enhanced Law Enforcement Platform by virtual private network (machine to machine) or Internet (person to GUI). Access to Enhanced Law Enforcement Platform shall be accomplished by authenticated, secure and encrypted means.

REQ 9: Enhanced Law Enforcement Platform services shall not provide Qualified Recipients, either directly or indirectly, access to the NPAC/SMS or any NPAC User Data other than the Enhanced Law Enforcement Platform Data Elements, and the Enhanced Law Enforcement Platform cannot provide any other data elements or information to Qualified Recipients whether or not such data elements or information if obtained from public sources or any other source.

REQ 10: The Enhanced Law Enforcement Platform Service shall allow a Qualified Recipient to query an unlimited number of times but may not request Enhanced Law Enforcement Platform Data Elements for more than 100 TNs per query.

REQ 11: The LNPA may authorize a Qualified Recipient to use Enhanced Law Enforcement Platform Data Elements received as part of the Enhanced Law Enforcement Platform Service only for lawful purposes within the statutory authority of the Qualified Recipient.

REQ 12: The LNPA shall require that each Qualified Recipient warrant that it will comply with all applicable laws, orders and regulations, including those applicable to the NPAC/SMS, including User Data.

REQ 13: The Enhanced Law Enforcement Platform Data Elements provided as part of the Enhanced Law Enforcement Platform Service, being User Data, shall remain User Data and Confidential Information.

REQ 14: LNPA shall re-verify once every calendar year each Qualified Recipient's organization.

REQ 15: The LNPA shall provide an annual report listing all Qualified Recipients in effect during the previous twelve-month period, and separately list all Qualified Recipients that were newly qualified during the same period.

REQ 16: The LNPA shall annually engage a third party acceptable to both the LNPA and the NAPM LLC, separately to complete an Enhanced Law Enforcement Platform Service Audit to audit the LNPA's compliance with the following requirements:

- Qualify, evaluate confirm and report on Qualified Recipients
- Include in each Qualified Recipients Enhanced Law Enforcement Platform Service Agreement restrictions on the use of data
- Ensure there is no interaction between Enhanced Law Enforcement Platform and the production NPAC/SMS
- Charge each Qualified Recipient consistent with its Enhanced Law Enforcement Platform Service Agreement.

REQ 17: The costs and expenses of the Enhanced Law Enforcement Platform Service Audit shall be charged and accounted for separately from the costs and expenses of the GEP Audit. The cost and expenses of the Enhanced Law Enforcement Platform Service Audit shall be the responsibility of the LNPA.

REQ 18: The LNPA shall not be entitled to compensation of any kind with respect to the Enhanced Law Enforcement Platform Service from the NAPM LLC or Users and shall look solely to the respective Qualified Recipients for any and all compensation for the provision of the Enhanced Law Enforcement Platform Service (referred to as the Platform Charges).

The LNPA must agree and acknowledge that the Enhanced Law Enforcement Platform Service is discretionary and elective within the meaning of Paragraph 92 of the Federal Communication Commission's Third Report and Order, FCC 98-82, and is not necessary for the provision of number portability. Accordingly, the LNPA must agree and acknowledge that the basis and methodology for the determination and computation of the Platform Charges and the allocation and assessment of the Platform Charges among respective Qualified Recipients are intended to constitute reasonable usage-based charges. Further, the LNPA must agree that Platform Charges shall not be more than Cost plus the Fee set forth in the Master Agreements, and that such Cost plus the Fee methodology will be a uniform, non-discriminatory, fair, and reasonable usage based charge, although the LNPA shall acknowledge the possibility that such methodology could be challenged. The LNPA must agree to compute and to allocate the compensation for the provision of Enhanced Law Enforcement Platform Service in a fair and non-discriminatory manner so that such Platform Charges are reasonable usage-based charges, consistent with the rules, regulations, orders, opinions and decisions of the FCC and other regulatory body having jurisdiction or delegated authority with respect to the NPAC/SMS or the Master Agreements.

REQ 19: In addition to the Enhanced Law Enforcement Platform Service Audit, within ninety (90) days after the end of each calendar year, the LNPA will cause its regular independent auditor to commence a review of the accuracy and validity of the Costs and Fees (as such terms are defined in the Master Agreements) and related calculations associated with the Enhanced Law Enforcement Platform Service (the Cost Review.) Within sixty (60) days after commencing the Cost Review, the auditor shall issue a sufficiently detailed report (the Cost Report) to the NAPM LLC validating the Costs incurred and the Fee applied and charged.

REQ 20: In addition to the Enhanced Law Enforcement Platform Service Audit and the Cost Review, the Enhanced Law Enforcement Platform Service shall be included in the Neutrality Review conducted every six months.

REQ 21: An Enhanced Law Enforcement Platform Service help desk support shall be established by the LNPA. The TN for such help desk services shall be different than any TN for a NPAC/SMS Help Desk and no charges or costs associated with the Enhanced Law Enforcement Platform Service help desk shall be included in any charges to NPAC/SMS Users with respect to services.

Does the Respondent's proposal fully comply with these requirements in time to meet the published implementation date? If no, please explain.

- (no answer)
- Yes
- No

Optional Comments:

11.3* QUESTION:

LNPA Reports to NAPM LLC

The following is a list of required reports provided by the LNPA to the NAPM LLC at no cost; provided, however, that this list may be changed and reports deleted or added prior to entering into the Master Agreements for all Regions.

	Report Name	Frequency	Report Description
1	Weekly LLC report - various SV counts	Weekly	Report requested by LLC. Report shows count as of Sunday night, and change since previous report, of total EDR records and of SVs with EULV, EULT, and Billing ID data and SVs with VoIP, MMS, or SMS URI fields populated.
2	Billable Transactions Report	Monthly	Display of total industry "billable" transactions, by month/year and cumulatively.
3	PE Reports	Monthly	Also known as "Monthly Performance Report" for each of the 7 US regions. Package includes a tab for each report listed in rows a through r. Some of these are auditable under Element 2 of the GEP (as identified below).
a	Top 10 (Tickets)	Monthly	
b	(SLR) Performance	Monthly	Audited under Element 2 of the GEP
c	SLR 1 Detail	Monthly	Audited under Element 2 of the GEP
d	SLR 2 Detail	Monthly	Audited under Element 2 of the GEP
e	SLR 3 Detail	Monthly	Audited under Element 2 of the GEP
f	SLR 7 Detail	Monthly	Audited under Element 2 of the GEP
g	Service Unavailability	Monthly	Audited under Element 2 of the GEP
h	Billing	Monthly	Audited under Element 2 of the GEP
i	GEP Penalties	Monthly	
j	SOW Report	Monthly	Audited under Element 2 of the GEP
k	NPAC/SMS Test Platform Services	Monthly	
l	New Customers	Monthly	Audited under Element 2 of the GEP
m	IntraSP Pooling	Monthly	
n	LERG Pooling	Monthly	
o	(Block) Receipt & Activation	Monthly	Audited under Element 2 of the GEP
p	(Block) Modification	Monthly	Audited under Element 2 of the GEP
q	(Block) Reclamation	Monthly	Audited under Element 2 of the GEP
r	(Block) Pooled-Ported	Monthly	Audited under Element 2 of the GEP
s	Annual Summary	Annually	Audited under Element 2 of the GEP. Included with the December PE Reports.

4	Performance Results	Bi-monthly	A bi-monthly review of performance against SLR and GEP metrics as well as a presentation of audit and survey results.
5	Enhanced Law Enforcement Platform Cost Review	Annually	Required under SOW 53. A review by auditor of the accuracy and validity of the Costs and related calculations under Section 15.8(ii) of the Amendment.
6	Enhanced Law Enforcement Platform Service Audit report	Annually	Required under SOW 53. Audit of LNPA's compliance with the requirements in Sections 15.8(h), 15.8(f)(iv), 15.8(f)(ii) and 15.8(f)(ix) of the Amendment.
7	Intermodal Cost Report (WDNC)	Annually	Required under SOW 48. A review and determination by auditor of validity of the Costs and related calculations under Section 15.7(ii) of the Amendment.
8	Intermodal Services Audit Report (WDNC)	Annually	Required under SOW 48. Audit of LNPA's compliance with section 15.7 of the Amendment.
9	NUE Findings Reports for PTRS User Application	Per occurrence	Required under SOW 62. The NUE reviews each PTRS User Application to determine whether the applicant has a need to access to NPAC data ("User Data") and whether the applicant's intended use is a "Permitted Use."
10	NUE Annual Review	Annually	Required under SOW 62. Each LNPA User Service is subjected to a Data, Pricing, and Payments Review to assure LNPA is subject to the same requirements and processes as any other User.
11	Neutrality Report	Annually	Prepared by designated auditor. In addition to their opinion on our assertion of neutrality, this report focuses on neutrality of NPAC operations and LNPA as an NPAC User.
12	Neutrality Report	Quarterly	Prepared by auditor. Auditor provides neutral third-party (approved by the FCC) opinion on LNPA's assertion of neutrality
13	CFO Certification	Quarterly	CFO certifies LNPA has sufficient capital and expense funding to accommodate all NPAC related work for next six months. A product of the Assignment Agreement.
14	Annual Disaster Recovery exercise read-out	Annually	Exercise is required under article 12.3 of Master Agreement.
15	RCA reports	Per occurrence	Required under Element 5 of the GEP. Description of outage events, along with root-cause, outage times and corrective actions taken to restore service.
16	Post-Mortem Reports	Per occurrence	Provides details of maintenance events including the work that was done, the time that the system was taken down and brought back up
17	Master Agreements and SOWs	Annually	Provides a copy of all the Master Agreements and subsequent Amendments and SOWs

18	Evidence of NPAC Application Software Escrow	Per occurrence	Required under Exhibit M of the Master Agreement. Evidence of Application Software Escrow. NAPM LLC counsel listed as a "beneficiary" so he gets notification of escrow deposit directly from data storage vendor.
19	Evidence of Billing Software Escrow	Per occurrence	Required under Exhibit M of Master Agreement. Evidence of Billing Software Escrow. NAPM LLC counsel listed as a "beneficiary" so he gets notification of escrow deposit directly from data storage vendor.
20	Billable Transactions (broken down by conventional-LRN versus pseudo-LRN) without credit adjustments	Monthly	Report required under SOW 79. The six "billable transaction" categories displayed on NPAC web site are further broken down into transactions involving conventional LRNs and transactions involving pseudo LRNs.
21	Capacity Report	Monthly	Required under SOW 70. Provides history and two year projection of EDR record count.
22	Enhanced Law Enforcement Platform list of current users	Annually	Required under SOW 53. Annual report lists all LEAs and PSAPs in effect during the previous twelve-month period, and separately lists all LEAs and PSAPs that were newly qualified during the same period.
23	WDNC list of current users	Quarterly	Required under SOW 48. Quarterly report lists all applicants during the preceding quarter and all current recipients.
24	NPAC Customer List	Monthly	List of all Users with access to each regional NPAC.
25	Miscellaneous Projects Status Reports	n/a	Typically reported first to PEs and then to LLC. Recent examples are TN/LRN LATA mismatch clean-up status and results of Permitted Use Reminder distribution.

Typically reported first to PEs and then to LLC. Recent examples are TN/LRN LATA mismatch clean-up status and results of Permitted Use Reminder distribution.

Does the Respondent acknowledge that its proposal will support providing the reports listed above at no additional charge to the NAPM LLC?

- (no answer)
- Acknowledged

11.4* QUESTION:

LNPA Reports to FCC

Monthly reports are currently provided to the FCC by the LNPA. Coordination between the LNPA and the FCC will be necessary to determine the specific requirements. The expense of these reports shall be absorbed by the LNPA.

Does the Respondent acknowledge that its proposal will support providing the reports pursuant to FCC requests at no additional charge?

- (no answer)
- Acknowledged

12. MISCELLANEOUS REQUIREMENTS

12.1* QUESTION:

Vendor Code of Conduct

Does the Respondent have a formal Code of Conduct policy? If so, please attach.

- (no answer)
- Yes
- No

Optional Attachments:

[Attach a file to this answer](#)

12.2* QUESTION:

User Satisfaction Survey

The LNPA shall be responsible for planning, formulating, and conducting an annual User satisfaction survey. This survey will assist the LNPA on continuous improvement and facilitate User feedback, problem identification, and identify performance gaps and achievements. The results of the User satisfaction survey shall be used to ascertain the Users' level of satisfaction with LNPA Services. An annual report shall be delivered to the NAPM LLC.

REQ 1: The LNPA shall create and send an annual User satisfaction survey to all Users of NPAC/SMS. The LNPA shall conduct the survey and report its results at its own expense. The survey shall include questions about all aspects of the operations of the NPAC/SMS and the Services, including, but not limited to, Customer Service, Billing, Operations, New Service Roll Out and Industry Forums. The LNPA shall provide an opportunity to Users within the survey to add optional comments.

REQ 2: The LNPA shall receive approval from NAPM LLC of questions to be included on the User satisfaction survey prior to publication.

REQ 3: The LNPA User satisfaction survey shall be compiled anonymously so that names of Users are kept confidential in reporting the results.

REQ 4: The LNPA shall track survey results annually with comparisons of previous year's results. The LNPA shall use the results of the survey to identify performance gaps, create a corrective action plan and timeline for improvement and track to resolution.

REQ 5: The LNPA shall report results of each annual User Satisfaction Survey to the NAPM LLC.

Does the Respondent agree to conduct this annual User satisfaction survey in accordance with the requirements summarized above?

If the Respondent currently conducts a customer satisfaction survey, please attach the last five years results and a redacted sample of the survey.

- (no answer)
- Agree
- Disagree

Optional Attachments:

[Attach a file to this answer](#)

12.3* QUESTION:

Transition and Implementation Plan

The objective of the transition and implementation plan is to assure the continuity of NPAC/SMS functions in accordance with the appropriate requirements during a change in the LNPA or applicable Master Agreement in any Region. The plan will become necessary only if an LNPA other than the incumbent became the LNPA in any Region.

This plan must include both the anticipated transition period and a list of transition activities from the incumbent to the newly selected LNPA. Respondent shall provide an implementation approach (tasks and milestones), staff management approach (staff categories and hours per task), risk management approach, change control approach, and quality assurance approach to develop, implement, and transition to the new NPAC/SMS without disrupting current or continuing NPAC operations within the published timeline. The incumbent LNPA and the new LNPA shall work cooperatively to facilitate a smooth transition and implementation of the NPAC/SMS.

Transition time intervals for individual functions and services performed by the LNPA shall be included in this transition and implementation plan to allow for an effective migration of responsibilities to the selected LNPA. The following assumptions should be used in the development of this plan:

- The selected new LNPA will assume all LNPA responsibilities over the course of the transition period
- The selected new LNPA will provide the resources needed to carry out its obligations during the transition and implementation
- The selected new LNPA will be thoroughly conversant with all industry administration and assignment guidelines including all the NPAC ecosystem requirements
- The selected new LNPA will absorb its own expenses related to its portion of the transition and implementation of the new NPAC ecosystem

If any of these assumptions are not met, the NAPM LLC reserves the right to cease transition activities until the selected LNPA resolves the deficiencies, after consultation and approval of the NAPM LLC. Penalties will be assessed to the selected vendor for failure to implement within the published timeline.

Does the Respondent agree to the requirements with respect to the transition and implementation plan as stated above?

Please attach the Respondent's proposed transition and implementation plan.

- (no answer)
- Agree
- Disagree

Optional Attachments:

[Attach a file to this answer](#)

13. PRICING AND CONTRACT TERMS

13.1* QUESTION:

Term of the Master Agreements in Each Region

Contract Term

The term of the Master Agreement in each of the Regions will be a seven year term (initial five year term with two optional one year renewals) to run from the conclusion of the current Master Agreements contract and/or acceptance of all Regions being live on the NPAC ecosystem, whichever is the later date, through the date that equals seven years thereafter, unless terminated earlier under terms and conditions to be determined through negotiations and set forth in the Master Agreements. The Master Agreements may be renewed for two subsequent, consecutive one year terms, subject to any required approval by the FCC or its delegate.

The NAPM LLC must provide at least 30 days written notice to the LNPA of its intent to renew prior to the end of the initial five year term or any subsequent renewal term. The LNPA must provide at least 180 days written notice to the NAPM LLC of its intent not to renew prior to the end of the initial five year term or any subsequent renewal term.

Does the Respondent acknowledge the above-summarized initial term and renewal terms of the Master Agreements?

- (no answer)
- Acknowledged

13.2* QUESTION:

Failure to Meet Requirements and Conditions of the NPAC/SMS

Each Master Agreement in each Region shall specify the requirements for a Project Plan and accompanying Test Schedule, setting forth the terms, conditions, milestones, and respective dates for testing and remediation of defects, and culminating in Acceptance of the NPAC/SMS and full operability and live in all Regions to Users. Each Master Agreement will also set forth the consequences and remedies for any failure or delay in satisfying and complying with the Project Plan and Test Schedule, ranging from the imposition of Performance Credits, Liquidated Damages, other monetary or injunctive remedies, to Termination of the Master Agreement.

Does the Respondent acknowledge the above-summarized consequences for failing to meet requirements and conditions of the NPAC/SMS?

- (no answer)
- Acknowledged

13.3* QUESTION:

Payment Terms

In consideration of fulfillment and performance by the LNPA of its obligations to provide NPAC/SMS Services to Users in the separate Regions for the term of the Master Agreements, the LNPA shall be compensated exclusively by fees paid by Users pursuant to signed User Agreements and under Pricing Schedules to be negotiated and set forth in the Master Agreements. The LNPA will allocate all allocable charges to the Users based on their Service Provider Allocation Percentage as determined by the FCC Allocation Model or as otherwise directed by the FCC or other applicable authority, including legislation. The NAPM LLC will have no obligation to pay the LNPA any compensation for any Services or other amounts. The LNPA will not provide Services in any Region to any party except pursuant to an executed NPAC/SMS User Agreement. In addition to allocated charges, additional charges may be assessed to, and payable by, Users for each allowable service element requested by Users. For the purpose of pro-rating charges for partial months, each month will be deemed to have (30) days. Promptly after the end of each Billing Cycle, the LNPA will prepare and send to each User an invoice for the amount of its User Charges plus any other charges to be determined through negotiations and pursuant to the Master Agreements. The LNPA will also prepare and deliver to the NAPM LLC a report (Monthly Summary of Charges) setting forth the billing calculations for each User in each Region. All invoices will be due and payable within (45) days of the date of the invoice.

Does the Respondent acknowledge the above-summarized general description of the payment terms?

- (no answer)
- Acknowledged

13.4* QUESTION:

Pricing Model

It is the expectation of the NAPM LLC that factors such as future and ongoing advances in database storage and retrieval technology, economies of scale resulting from NPAC/SMS database growth, and continuing operational efficiencies will serve significantly to lower the year-over-year cost of operating and administering the NPAC/SMS platform. The NAPM LLC requires that these anticipated cost savings be passed on by the LNPA to Users and should be reflected in Respondent's bid price in response to this RFP Survey. In addition, by responding to this RFP Survey, Respondent agrees to meet with the NAPM LLC on a mutually agreed upon schedule during the term of the contract, but no less frequently than biennially, to review the ongoing cost to operate and administer the NPAC/SMS platform in order to adjust the annual flat fee for the remainder of the term of the Master Agreements to reflect any such savings achieved.

Allocable Charges

The pricing model will be an annual fixed fee with no annual price escalators, no transaction volume floor, no transaction volume ceiling, and no recovery or reserve for any unpaid User invoices. The LNPA will allocate the annual fixed fee to the Users based on their Service Provider Allocation Percentage as determined by the FCC Allocation Model or as otherwise directed by the FCC or other applicable authority, including legislation.

All Users not subject to allocable charges (because for example, they have no end-user telecommunications revenue upon which an allocated share can be assessed) will be invoiced \$100 per year, per Region in which the User operates, in the form of an annual fee, and the LNPA shall reduce the overall allocable industry flat fee base with these collected charges.

Direct Charges

The cost of certain additional NPAC/SMS services requested by Users and provided by LNPA but which did not constitute Services under the Master Agreements, shall be billed directly to, and paid directly by, the requesting User and not allocated to all Users. These services subject to direct charges include the following:

1. Any recurring cost per Virtual Private Network (VPN) access to NPAC network
2. Any recurring cost per Dedicated Mechanized Interface to NPAC network
3. Cost per NPAC User manual request support
4. Cost per standard report requested by User
5. Cost per ad hoc report requested by User
6. Any non-recurring cost per log-on ID established
7. Any non-recurring cost per mechanized interface established (existing NPAC users are not to be treated as new entrants)
8. Cost to support new carrier initial LSMS interoperability testing (existing NPAC users are not to be treated as new entrants)
9. Cost to support new carrier initial SOA interoperability testing (existing NPAC users are not to be treated as new entrants)
10. Per hour cost for LNPA test engineer support subsequent to initial system testing

If Respondent has any additional direct charges in their proposal, please provide details and pricing in Section 14.3.

Statements of Work

The cost for any Statements of Work requested by the NAPM LLC in any Region during the term of the Master Agreements, whether generated as a result of NANC Change Orders developed, approved, and recommended by the LNPA-Working Group, or generated directly from the NAPM LLC, shall be included as part of the annual fixed price and shall not result in a separate additional charge or an increase in the annual fixed price. The cost for any Statements of Work generated at the request of an individual User shall be borne by the User or Users requesting a Statement of Work; provided, however, that any such Statement of Work nonetheless still requires approval of the NAPM LLC and may not degrade or affect the performance of the NPAC/SMS or the delivery of Services.

Does the Respondent acknowledge the above-summarized Pricing Model and agree to be bound thereby in accordance with the Master Agreements?

- (no answer)
- Acknowledged

13.5* QUESTION:

Most Favored Customer

During the term of the Master Agreements in each Region, the terms and conditions offered to Users for Services shall be at least as favorable as the terms and conditions, including the pricing, provided by the LNPA to any other customers who receive NPAC/SMS-type services under comparable agreements. If the LNPA provides more favorable terms to another customer for NPAC/SMS services of the type received by Users pursuant to the Master Agreements in any Region, subject to the following paragraph, the NAPM LLC may substitute all or any portion of such more favorable terms for the terms of Master Agreements and the NPAC/SMS User Agreements, including, if appropriate, the lowest charges included in such terms, retroactive to the date the more favorable terms became effective as to such other customer of the LNPA.

The Master Agreements shall establish processes and procedures for determining the application and operation of this Most Favored Customer Clause, including, but not limited to, the process for determining if certain services or contracts are comparable, for evaluating whether certain terms are more or less favorable, whether terms must be considered in conjunction with other terms because they are related, the process by which the LNPA must advise the NAPM LLC upon entering into a comparable agreement, and the process by which the NAPM LLC can elect more favorable terms. "Terms" includes, but is not limited to, rates, prices, charges, target amounts, liquidated damages, contractual terms and conditions, or any other contractual element (including, without limitation, service level requirements) affecting the price of NPAC/SMS Services offered or the rights or obligations of the parties or Users under either this Agreement or the NPAC/SMS Users Agreement.

Does the Respondent acknowledge the above-summarized Most Favored Customer Clause and agree to be bound thereby in accordance with the Master Agreements?

- (no answer)
- Acknowledged

13.6* QUESTION:

Best and Final Offer

After responses are submitted to this RFP survey, the NAPM LLC FoNPAC may decide to seek best and final offers from one or more Respondents if additional information is necessary or responses must be altered in order to make a final decision.

A best and final offer may be requested for any number of reasons, including but not limited to, the following: clarification or revision of certain technical items or responses to the RFP survey, the Vendor Qualification survey, or the TRD survey; revised pricing or costs; clarification of certain pricing or cost items; subcontracting plans; and certification of cost or pricing data. The NAPM LLC FoNPAC reserves the right to request only one best and final offer. Respondents may not request an opportunity to submit a best and final offer and no Respondent shall be considered to be entitled to have the NAPM LLC FoNPAC request that it submit a best and final offer.

If the NAPM LLC FoNPAC decides to seek best and final offers, selected Respondents will be notified stating the areas to be covered and the date and time in which the best and final offer must be returned. Proposal scores may be adjusted in light of the new information received in the best and final offer. A best and final offer may be requested on price/cost alone.

Does the Respondent acknowledge the above-summarized best and final offer procedure and agree to be bound by it?



(no answer)



Acknowledged

14. SUBMITTING BIDS

14.1* QUESTION:

Bid Process Overview

All bids/proposals in response to this RFP survey must be submitted through the Iasta® SmartSource SRM® Tool. Hard copy, facsimile, or Email bids/proposals will not be considered qualifying responses for this RFP survey.

A Respondent may submit proposals for one, all, or any combination of some but not all of the seven Regions, either individually or in combinations. A Respondent may submit proposals for one or more Regions individually (each referred to as a "Regional Proposal"), for one or more combinations of Regions together, either for fewer than all Regions (each referred to as a "Partial Combined Proposal") or for all seven Regions (referred to as a "Full Combined Proposal"). In addition to being evaluated as individual Regional Proposals, all of a Respondent's Regional Proposals automatically shall be combined and evaluated as Partial Combined Proposals and, if for all Regions, as a Full Combined Proposal, unless a Respondent expressly submits one or more Partial Combined Proposals or a Full Combined Proposal covering the same Regions, or the Respondent expressly limits any of its Regional Proposals from being evaluated as Partial Combined Proposals and, if for all Regions, as a Full Combined Proposal.

If a Respondent submits both (a) individual Regional Proposals for more than one Region or for all Regions and (b) a Partial Combined Proposal or Full Combined Proposal for any combination of those same Regions, then Respondent must itemize and explain the reasons for the differences, including the determination of price, between the Regional Proposals and the Partial or Full Combined Proposal that include those same Regions.

If a Respondent submits one or more Regional Proposals or a Partial Combined Proposal, then such Respondent must itemize and explain with specificity how such Respondent will coordinate its NPAC solution in the Regions in which it has made a proposal with the NPAC solution or solutions in other Regions in which it has not made a proposal and how it will overcome the resultant complexities of multiple LNPAs and allocate or absorb the costs and expenses of such coordination and complexity. In addition, such Respondent must also answer the following questions:

1. What would be the additional complexities, costs, and support necessary for national Service Providers, or Service Providers serving territory in two or more Regions served by different LNPAs, to connect their SOAs and LSMSs to multiple LNPA NPAC platforms and maintain those multiple connections, and how would those additional costs be determined, allocated, or absorbed?
2. How would national Service Providers, or Service Providers serving territory in two or more Regions served by different LNPAs connect their test bed platforms to multiple NPAC LNPA test beds in different Regions and how would additional costs be determined, allocated, or absorbed?
3. How would NPAC releases and carrier deployment of new features be implemented over NPAC solutions of different LNPAs in different Regions, and how would additional costs be determined, allocated, or absorbed?

4. What would be the additional complexities, costs, and support necessary to conduct annual disaster recovery and failover testing for each additional LNPA in separate Regions, and how would additional costs be determined, allocated, or absorbed?
5. What would be the additional complexities, costs, and support necessary for national Service Providers, or Service Providers serving territory in two or more Regions served by different LNPAs, to obtain reports and data from NPAC solutions of different LNPAs in different Regions, and how would additional costs be determined, allocated, or absorbed?
6. How would the following matters be addressed and what would be the additional complexities and how would additional costs be determined, allocated, or absorbed:
 - a. Coordination of tunable parameter changes among multiple NPAC LNPAs;
 - b. Coordination of SPID migration limitations and process;
 - c. Coordination of NPAC software release development and implementations among different LNPAs that could have different development cycles;
 - d. Resolution of differences among LNPA software implementations, some of which could be service-affecting;
 - e. Consolidation of data and information from multiple LNPAs into one LNPA WG website;
 - f. Changes to Service Provider local systems;
 - g. Resolution of disputes over software release development and implementation differences;
 - h. Neutral Change Management Administration;
 - i. Development of Service Provider internal processes to accommodate differences in multiple LNPA M&Ps;
 - j. Processing, verifying, forecasting, and paying bills to multiple LNPAs;
 - k. Access, coordination, and management of Enhanced Law Enforcement Platform and Intermodal TN ID Service by multiple LNPAs; and
 - l. Negotiation, execution, and reconciliation of differences in Master Agreements with multiple LNPAs?

The NAPM LLC, working in conjunction with the FCC pursuant to the vendor selection process outlined in this RFP survey, intends to recommend for selection an LNPA in each of the seven Regions based upon fixed price contracts for each Region after a determination of the best value in accordance with the evaluation criteria listed in Section 14.1.1. Proposals offering less than all of the Services required will not be considered. The selection of the LNPA will be made without the requirement of discussions or interviews, but discussions and interviews may be held if desired by the FoNPAC. All Respondents are encouraged to submit their best proposal; each Respondent's proposal in response to this RFP survey should contain the Respondent's best terms from a technical, management, and cost standpoint as outlined in Section 14.1.1.

The Respondent acknowledges the above bid process overview and agrees to be bound by it.

Please provide an attachment addressing the questions above, as necessary.

(no answer)

Acknowledged

Optional Attachments:

[Attach a file to this answer](#)

14.1.1* QUESTION:

Evaluation Criteria

This Section summarizes the evaluation criteria that will be used for evaluation of proposals, selection, and award. After a Respondent has satisfied the Vendor Qualification Criteria set forth in the Vendor Qualification survey, the following

factors will be evaluated and considered based on the quality and thoroughness of the response and a demonstration of a complete understanding of the requirements in the RFP survey and the TRD survey.

Basis for Award

Each Respondent's proposal submitted in response to this RFP survey will be evaluated against the following criteria listed in descending order of importance: Technical, Management, and Cost. Technical merit plays a significant role in selecting the LNPA. The Technical and Management criteria when combined are significantly more important than the Cost criterion alone. As a comparison of Respondents' Technical and Management merits become more equal, the Cost merits may become the determinative. Each Respondent is encouraged, therefore, to submit as a response to this RFP survey a proposal with sound Technical and Management merits, supported by competitive pricing. The selection of the LNPA will be made on a determination of which proposal(s) offers the greatest overall value and is most advantageous to the industry.

A. Technical Criteria

The following are the factors constituting the technical criteria. Factor 1, Factor 2 and Factor 3 are equally important.

Factor 1, Operational Performance

The Respondent demonstrates an understanding of all operational performance aspects of the NPAC ecosystem for the full term of the Master Agreements in each Region. Factors of operational performance include, but are not limited to, the following requirements:

- Volume/Throughput
- Service Level
- Change Management
- Audit Administration
- Reporting

Factor 2, Reliability and Functionality

The Respondent demonstrates an understanding of the requirements to operate the system, and to provide the service during the term of the Master Agreements in each Region. The Respondent also demonstrates an understanding of the system availability, testing, disaster recovery, backup, and help desk requirements and provides confidence (through analysis or other demonstrable means) that their NPAC/SMS will enable the Respondent to meet all SLRs and other system performance requirements.

Factor 3, Security

The Respondent demonstrates a full understanding of the security requirements to operate the NPAC/SMS. This includes meeting all data security and privacy requirements.

If the Respondent does not submit a single proposal for all Regions or Respondent's submission does not equate to a combined bid for nationwide service for all Regions, the Respondent must provide explanations, itemization, and responses to the matters set forth in 14.1 above.

B. Management Criteria

The following are the factors constituting the management criteria. Factor 1 is most important. Factor 2 is more important than Factor 3.

Factor 1, Customer Service

The Respondent demonstrates the ability to provide excellent customer service to a wide spectrum of organizations, customers, and stakeholders.

Factor 2, Vendor Experience and Performance

The Respondent's past performance demonstrates the following abilities:

- To develop and deploy a comparable automated system;
- To staff, manage, and operate an NPAC or comparable service operation;
- To meet schedule requirements and manage contract costs;
- To communicate with and support a wide spectrum of organizations, customers, and stakeholders;
- To provide full financial and operational reporting and insight;
- To develop and implement escalation procedures; and
- To survey end users to gain feedback on help desk and user experience.

Factor 3, Financial Stability

The Respondent demonstrates that their organization has the financial strength and capacity to endure negative economic impacts.

C. Cost Criteria

Please refer to Section 13.4 of this RFP survey - Pricing Model

Technical merit plays a more significant role than cost in determining contract award. The non-cost evaluation factors when combined are significantly more important than cost. As Respondent's technical proposals become more equal, cost may become the determining factor. Competition will be used to determine price reasonableness.

If the Respondent does not submit a single proposal for all Regions or Respondent's submission does not equate to a combined bid for nationwide service for all Regions, the Respondent must provide explanations, itemization, and responses to the matters set forth in 14.1 above.

Does the Respondent acknowledge the above-summarized evaluation criteria and agree to be bound by them?



(no answer)



Acknowledged

14.2 QUESTION:

Allocable Charges

Each Respondent must attach an Excel spreadsheet based upon the sample yearly flat rate pricing table specified below for each of its proposals separately for each of the seven years (initial five year term with two optional one year renewals) of the term of all Master Agreements. If a Respondent submits proposals for each Region separately, then the flat rate pricing table must be provided for each such Region; if the Respondent submits a proposal for any combination of all or fewer than all Regions, then the flat rate pricing table must be provided for each combination of Regions. More than one flat rate pricing table may be submitted depending on the Respondent's proposals, but each flat rate pricing table must be clearly labeled. Provide complete and precise dollar amounts where applicable. Each year is defined as the period beginning July 1 and ending June 30 of the following year.

The pricing model will be an annual fixed fee with no annual price escalators, no transaction volume floor, no transaction volume ceiling, and no recovery of any unpaid User invoices from the rest of the industry. The LNPA will allocate the annual fixed fee to the Users based on their Service Provider Allocation Percentage as determined by the FCC Allocation Model or as otherwise directed by the FCC or other applicable authority, including legislation.

All Users not subject to allocable charges or with no end-user telecommunications revenue will be invoiced \$100 per year, per region in the form of an annual fee, and LNPA shall reduce the overall allocable industry flat fee base by these collected charges.

Please attach a detailed Excel document using the sample formatting below.

	Year 2015-2016	Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022
Allocable Industry Flat Fee in U.S. Dollars for All Combined NPAC Regions							
Allocable Industry Flat Fee in U.S. Dollars for MidAtlantic NPAC Region							
Allocable Industry Flat Fee in U.S. Dollars for MidWest NPAC Region							
Allocable Industry Flat Fee in U.S. Dollars for NorthEast NPAC Region							
Allocable Industry Flat Fee in U.S. Dollars for SouthEast NPAC Region							
Allocable Industry Flat Fee in U.S. Dollars for SouthWest Region							
Allocable Industry Flat Fee in U.S. Dollars for West Coast NPAC Region							
Allocable Industry Flat Fee in U.S. Dollars for Western NPAC Region							
Optional Regional Combination (must identify Regions)							

Optional Attachments:

[Attach a file to this answer](#)

14.3* QUESTION:

Direct Charges

The cost of certain services requested by Users and provided by the LNPA shall be billed directly to the requesting User and not allocated to all Users. These services subject to direct charges are shown in the direct charges table provided. Each year of the initial term of the Master Agreements is defined as the period beginning July 1 and ending June 30 of the following year.

Each Respondent shall fill out each cell in the direct charges table for each of its proposals, if any, (in U.S. dollars) for all seven Regions for each of the seven years (initial five year term with two optional one year renewals) of the term of all Master Agreements. Each cell must be populated with a complete and precise dollar amount. Appropriate entries are

numeric only and cells must not be left blank. The direct charges table should only be completed once and the charges will be applicable to each Region.

Please fill out each required box in the table below and also attach an Excel document using the same format.

In addition, if the Respondent has other direct charges, please include the pricing schedule and details for those additional direct charges in the same Excel document.

	Year 2015-2016	Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022
1. Any recurring cost per Virtual Private Network (VPN) access to NPAC network (annual)							
2. Any recurring cost per Dedicated Mechanized Interface to NPAC network (annual)							
3. Cost per NPAC User manual request support							
4. Cost per standard report requested by User							
5. Cost per ad hoc report requested by User							
6. Any non-recurring cost per log-on ID established							
7. Any non-recurring cost per mechanized interface established							
8. Cost to support new carrier initial LSMS interoperability testing (one time)							
9. Cost to support new carrier initial SOA interoperability testing (one time)							
10. Per hour cost for LNPA test engineer support subsequent to initial system testing							

* Red cells are required

Optional Attachments:

[Attach a file to this answer](#)

15. OPTIONAL ATTACHMENTS

15.1 QUESTION:

(OPTIONAL)

Attach any supplemental documentation here.

Attachments:

[Attach a file to this answer](#)

16. NEXT STEPS

16.1 STATEMENT:

Next Steps

The FoNPAC will evaluate all responses to the RFP survey, the Vendor Qualification survey, and the TRD survey. The FoNPAC's evaluation is expected to commence on or about November 30, 2012 per the published timeline. The FoNPAC expects to present its recommendation for selection of a successor LNPA to the NAPM LLC for consideration, and the NAPM LLC expects to make its recommendation to the NANC SWG no later than March 29, 2013.

Upon consensus of the NANC SWG expected on or about April 19, 2013, the NANC SWG expects to present its recommendation for selection of a successor LNPA to the NANC for approval in April, 2013. The NANC chair will then seek to reach consensus on the recommendation and present that consensus recommendation, along with the evaluation report substantiating that recommendation (including the final number of votes for each Respondent), to the FCC for approval as directed in Order DA 11-883. If consensus cannot be reached in the NANC, the NANC chair shall inform the FCC and forward the NAPM LLC's, NANC SWG's, and NANC's separate evaluation information to the FCC. Upon receipt of this documentation, the FCC will select a successor LNPA by or before May 15, 2013, and communicate its decision to the NANC chair and the NAPM LLC.

The NAPM LLC shall notify all Respondents concerning the selected successor LNPA, and the SWG will then be disbanded. The NAPM LLC will commence contract negotiations with the selected successor LNPA on or about May 15, 2013, and work to enter into definitive Master Agreements in all Regions by or before October 10, 2013. The NAPM LLC will submit the completed Master Agreements to the FCC for review and approval by or before October 13, 2013. Per the published timeline, FCC approval of the Master Agreements in all Regions is anticipated no later than November 11, 2013.

The NAPM LLC and the selected LNPA will execute the Master Agreements on or about November 15, 2013, and the LNPA will be directed by the NAPM LLC to initiate the design, development, system testing, vendor and industry certification process for the successor NPAC/SMS in order to deliver a properly and fully functional NPAC ecosystem no later than June 28, 2015.

Notwithstanding the foregoing, these anticipated dates may change.