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Guy M. Hicks
General Counsel

November 10, 1999

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition by ICG TELECOM GROUP, INC. for Arbitration of an Interconnection Agreement with BELLSOUTH TELECOMMUNICATIONS, INC. pursuant to Section 252(b) of the Telecommunications Act of 1996*
Docket No. 99-00377

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the following rebuttal testimony filed on behalf of BellSouth Telecommunications, Inc.

David Coon
Daonne Caldwell
Alphonso Varner.

Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

FILE

185853

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF D. DAONNE CALDWELL

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00377

NOVEMBER 10, 1999

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is D. Daonne Caldwell. My business address is 675 W. Peachtree St., N.E., Atlanta, Georgia. I am a Director in the Finance Department of BellSouth Telecommunications, Inc. (hereinafter referred to as "BellSouth"). My area of responsibility relates to economic costs.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

A. Yes. I filed direct testimony on October 29, 1999 in which I presented the cost study results for the network capabilities requested in the ICG Telecom Group, Inc. ("ICG") petition.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to ICG's claim that BellSouth realizes cost savings from volume and term commitments. Specifically, I discuss allegations made by ICG witness, Mr. Michael Starkey.

Issue 6: Should volume and term discounts be available for UNEs? Have specific volumes and terms for given items been identified? If so, what are they?

Q. BASED ON BELLSOUTH'S COST METHODOLOGY, ARE VOLUME AND TERM DISCOUNTS APPROPRIATE?

A. No. Arguments for additional discounts are based on perceived savings that BellSouth obtains from "economies of scale". However, BellSouth already recognizes the only applicable "economies of scale" in developing costs for unbundled network elements ("UNEs"). The only savings arise from differences in provisioning activities (and costs) when orders contain more than one unit. Thus, the savings only apply to nonrecurring costs. The rate structure and the cost study reflect these cost differences by differentiating between first and additional nonrecurring costs.

Q. SHOULD ANY ADDITIONAL REDUCTION TO THE NONRECURRING COSTS BE CONSIDERED? ALSO, IS IT APPROPRIATE TO REDUCE RECURRING COSTS DUE TO VOLUME COMMITMENTS?

A. No. Any additional reduction beyond what is reflected in BellSouth's cost studies to nonrecurring costs and any attempt to reduce recurring costs are unjustified for the following reasons:

1) BellSouth does not receive additional discounts on material beyond those already contained in the studies for deploying additional unbundled elements. Thus, there is no room for providing an additional discount.

2) The Tennessee Regulatory Authority ("TRA") has ordered modifications to BellSouth's TELRIC studies originally filed in Docket No. 97-01262 such that the anticipated rates will probably fall below what BellSouth filed. Thus, BellSouth will not fully recover the incremental cost when selling unbundled network elements. Any additional reduction beyond the mandated rates will only compound the problem.

3) Fulfillment of this request would obligate BellSouth to restudy the cost for those customers not receiving volume and term discounts since the cost methodology is currently based on a statewide average. This would exacerbate the shortfall between BellSouth's cost and the state mandated rate even further.

4) Volume discounts would violate §51.511 of the FCC order, which states that the forward-looking economic cost per unit is derived from "a reasonable projection of the sum of the total number of units of the element." Purchases from ICG, as well as from all CLECs, must be incorporated into that equation. Thus, discounts based on "volume commitments" from one CLEC are not appropriate.

BellSouth witness, Mr. Varner, elaborates further on why volume and term discounts are inappropriate in his rebuttal testimony.

Q. ON PAGE 20 OF HIS TESTIMONY, MR. STARKEY ARGUES THAT ICG'S COMMITMENT TO A VOLUME PURCHASE WILL INCREASE BELLSOUTH'S NETWORK UTILIZATION AND THUS, REDUCE COST. IS HE CORRECT?

A. No. First, in Docket No. 97-01262, the Tennessee Regulatory Authority ("TRA") has already reviewed utilization and fill factors with respect to the Federal Communication Commission's ("FCC's") directives in the Local Competition Order ("Order"). A major objective in that docket was to evaluate BellSouth's cost methodology for compliance with the principles outlined in the FCC Order which mandates a forward-looking perspective with respect to utilization. In Docket No. 97-01262, the TRA modified BellSouth's proposed factors for the calculation of loop-related costs. Other utilization factors were accepted as proposed by BellSouth. Both sets of utilization factors reflect future trends in utilization, including any orders from ICG.

Second, Mr. Starkey's mathematical exercise is without merit. Mr. Starkey uses a hypothetical example with no substance, nor real world application. Utilization factors are developed for the entire network, not for isolated elements or areas. ICG's commitment to purchase bulk (volume) quantities will have little impact on the utilization of BellSouth's

entire network in the state of Tennessee. Additionally, ICG's commitment will become part of BellSouth's planned network deployment. Thus, if ICG's bulk purchase increases the utilization substantially, BellSouth would find it necessary to initiate a relief project to reinforce the area to maintain quality service. The overall impact of an ICG volume commitment on utilization would be minimal.

Q. ON PAGES 21-22 OF HIS TESTIMONY, MR. STARKEY ARGUES THAT COMMON COSTS WILL BE REDUCED DUE TO VOLUME COMMITMENTS. IS HE CORRECT?

A. No. First, Mr. Starkey's method of recovering common cost, by dividing the total common cost by demand, is simplistic and flawed. BellSouth appropriately developed common cost factors based on a relationship between expenses and investments using FCC-approved allocation methods. Additionally, the expenses and investments used in the BellSouth calculation reflect forward-looking projections, whereas, Mr. Starkey's calculation only displays one point in time. By utilizing future projections, any fluctuation in demand, and thus investment, has already been considered. Second, it is improbable that ICG's commitment to purchase bulk quantities of elements would effect BellSouth's calculation. The denominator (i.e., investment-related costs) used to calculate the common factor in BellSouth's filing in Tennessee in Docket No. 97-01262 was in excess of $15 billion. Additionally, the TRA has already investigated BellSouth's development

of common cost factors in Docket No. 97-01262 and has set the shared and common factor to 15%, a factor the TRA believes is forward-looking. Mr. Starkey offers no compelling argument to revisit that decision.

Q. ON PAGE 22 OF HIS TESTIMONY, MR. STARKEY ALSO ARGUES THAT TERM COMMITMENTS WOULD MINIMIZE THE POTENTIAL FOR STRANDED INVESTMENTS. FROM A COST METHODOLOGY PERSPECTIVE, IS HIS ARGUMENT VALID?

A. No. One of the guidelines of the TELRIC methodology is that the cost studies are long-run in nature and in the long-run all costs are variable (i.e., reusable). Thus, Mr. Starkey's argument has no foundation in determining TELRIC economic costs since no investment is assumed to be stranded under these cost methodology guidelines.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

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AFFIDAVIT

STATE OF GEORGIA)
:
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared D. Daonne Caldwell, Director in the Finance Department for BellSouth Telecommunications, Inc., who, being by me first duly sworn deposed and said that:

She is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 99-00377 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, her testimony would be set forth in the annexed testimony consisting of 6 pages and 0 exhibit(s).

D. Daonne Caldwell
D. Daonne Caldwell

Sworn to and subscribed
before me this 22nd
day of October, 1999

Teresa L. Rockwell
NOTARY PUBLIC
TERESA L. ROCKWELL
Notary Public, Gwinnett County, Georgia
My Commission Expires October 28, 2001

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

[✓] Hand
[ ] Mail
[ ] Facsimile
[ ] Overnight

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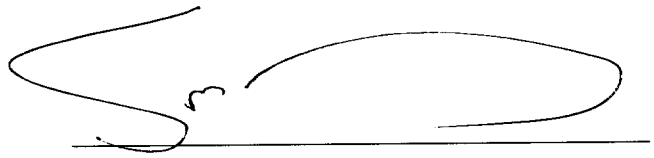

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF DAVID A. COON

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00377

NOVEMBER 10, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is David A. Coon. I am employed by BellSouth as Director – Interconnection Services for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND EDUCATIONAL BACKGROUND?

A. My career at BellSouth spans over 20 years and includes positions in Network, Regulatory, Finance, Corporate Planning, Small Business Services and Interconnection Operations. Prior to BellSouth I performed a variety of functions in the Network, Regulatory and Marketing Support organizations of C&P Telephone Company-Washington. I have extensive experience in the development and use of quantitative measurements and results including the establishment,

analysis and monitoring of BellSouth process measures. I received a Bachelors Degree in Civil Engineering from Ohio University and a Masters Degree in Engineering Administration from George Washington University. I received the Certified Management Accountant (CMA) designation in 1996 from the Institute of Management Accountants.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

A. No.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I will respond to the direct testimony of ICG witness Gwen Rowling as it relates specifically to performance measures. Although Ms. Rowling says performance measurements are related to Issues 5, and 19-26, Ms. Rowling is confusing performance measures with performance penalties. I will address the measurements aspect of this issue. BellSouth witness, Alphonso Varner will address the issue of enforcement mechanisms.

Q. ON PAGE 2 OF HER TESTIMONY, MS. ROWLING ALLEGES THAT "BELLSOUTH HAS INDICATED THAT IT IS ONLY WILLING TO ENGAGE IN DISCUSSIONS WITH THE FEDERAL COMMUNICATIONS COMMISSION ("FCC") ON ISSUES RELATING

TO PERFORMANCE MEASURES. THEREFORE, COMMISSION INTERVENTION IS NEEDED TO RESOLVE THIS CONTROVERSY." HOW DO YOU RESPOND TO THIS ALLEGATION?

A. Ms. Rowling's statement is inaccurate. She appears to believe that performance measures and enforcement mechanisms are interlocked and cannot be considered as separate issues. BellSouth views these issues as related but certainly separate issues. Again, BellSouth witness Alphonso Varner will specifically address enforcement mechanisms. As for performance measures, BellSouth is, and always has been, willing to negotiate issues associated with performance measures. This is evidenced by BellSouth's continued participation in the Louisiana performance measurements workshops in which BellSouth and a consortium of CLECs actively negotiate and resolve issues associated with performance measures as relates to the CLEC industry in general.

Q. DO YOU AGREE THAT PERFORMANCE MEASURES ARE AN IMPORTANT ISSUE AS CITED BY MS. ROWLING ON PAGE 3 OF HER TESTIMONY?

A. Absolutely. Ms. Rowling cites five (5) essential elements (preordering, ordering, provisioning, billing, and repair and maintenance) as elements upon which ICG is dependent on BellSouth's performance. BellSouth's current Service Quality Measurements (SQMs) address all five of these

elements plus four (4) additional elements, namely; 1) operator services toll and directory assistance; 2) E911; 3) trunk group performance; and 4) collocation on which ICG can gauge BellSouth's performance. BellSouth's measurements are the result of nearly two years of work with several state commissions and input from the CLECs. The SQMs are sufficient for the CLEC industry as a whole and should be sufficient for ICG as well. In fact, numerous CLECs currently have Agreements with BellSouth in Tennessee and these Agreements include BellSouth's SQMs. Attached, as Exhibit DAC-1, is a copy of BellSouth's Service Quality Measurements.

Q. WAS THIS ISSUE RECENTLY RESOLVED IN GEORGIA?

A. Yes. Last week ICG agreed to accept BellSouth's SQMs as the performance measures for the Agreement. The parties also agreed to amend the Agreement if additional measures are adopted by agreement of the parties, order of the Georgia or Louisiana Commission, or written consensus between the CLECs and BellSouth in the Louisiana workshops.

Q. ON PAGE 3 OF HER TESTIMONY, MS. ROWLING CITES THREE EXAMPLES OF STATE COMMISSIONS OUTSIDE OF BELLSOUTH'S REGION THAT HAVE ADOPTED PERFORMANCE MEASURES. IN EACH OF THESE EXAMPLES, THE PERFORMANCE MEASURES RESULTED FROM COLLABORATIVE PROCESSES. DO YOU

KNOW OF ANY STATE COMMISSIONS INSIDE OF BELLSOUTH'S REGION WHO HAVE ADOPTED PERFORMANCE MEASURES THROUGH A COLLABORATIVE PROCESS AND/OR PLAYED A PART IN THE DEVELOPMENT OF BELLSOUTH'S SERVICE QUALITY MEASUREMENTS?

A. Yes. Hearings were held in several states in the BellSouth region in which BellSouth and all CLECs had an opportunity to present their respective positions on Performance Measurements. Following those hearings, Commission Orders were issued by the Georgia Commission (Docket 7892-U) and the Louisiana Commission (Docket U-22252, SubDocket C) specifying the Performance Measurements to be used. The Mississippi Commission adopted BellSouth's recommended performance measurements as attached to its SGAT in Docket 97-AD-0321. The Alabama Commission (Docket 25835) issued a Procedural Ruling on December 11, 1998, requiring BellSouth to file monthly performance measurements results for Alabama based on the BellSouth SQMs.

Q. WHY SHOULD THE ARBITRATORS ADOPT BELLSOUTH'S SERVICE QUALITY MEASUREMENTS AS OPPOSED TO MANDATING THE MEASUREMENTS ADOPTED BY THE TEXAS COMMISSION AS SUGGESTED BY MS. ROWLING ON PAGE 4 OF HER TESTIMONY?

A. In order to monitor non-discriminatory access, the Tennessee Regulatory Authority must have a set of Performance Measurements that is consistent for all CLECs and for the retail units of BellSouth. If each CLEC has a separate set of mandated Performance Measurements for its Interconnection Agreement as ICG is suggesting, comparisons between the service quality provided to the CLECs and to BellSouth retail units would be impossible. As previously stated, numerous CLECs in Tennessee already have signed Agreements with BellSouth that include the BellSouth SQMs.

Furthermore, there is the more practical matter of how to administer all the data required for multiple sets of measurements. BellSouth has invested in excess of $50M developing the capability required for the current set of Performance Measurements. As of October 1, 1999, 817 CLECs have signed Agreements with BellSouth in BellSouth's region. To attempt to produce a separate set of mandated performance measurements for each one of them would be a near impossibility. It would be inconsistent with the FCC's desire that performance measurements and reporting requirements should "balance our goal of detecting possible instances of discrimination with our goal of minimizing, to the extent possible, burdens imposed on incumbent LECs", Notice of Proposed Rule Making (CC Docket 98-56) at Paragraph 36.

Q. ON PAGES 7 AND 8 OF HER TESTIMONY, MS. ROWLING

DELINEATES THE CATEGORIES OF ACTIVITIES THAT ARE MONITORED BY THE TEXAS PERFORMANCE MEASUREMENTS. HAS ICG MADE ANY COMPARISON OF THE TEXAS MEASUREMENTS AND THE BELLSOUTH SQMs?

A. No. I have not seen any comparison of the two performance measurement plans by ICG.

Q. HAS BELLSOUTH COMPARED THE TEXAS PLAN PROPOSED BY MS. ROWLING TO THE BELLSOUTH SERVICE QUALITY MEASUREMENTS?

A. Yes, attached as Exhibit DAC-2, is a detailed, explicit measurement by measurement comparison of the Texas performance measurements which were attached to Ms. Rowling's testimony as Exhibit 1, with BellSouth's Service Quality Measurements attached to this testimony as Exhibit DAC-1.

Q. WHAT DOES EXHIBIT DAC-2 DEMONSTRATE?

A. Significantly, Exhibit DAC-2 demonstrates that the BellSouth SQMs are very similar in content and are at least as comprehensive as the performance measurements proposed by ICG.

Q. ON PAGES 8 THROUGH 10 OF HER TESTIMONY, MS. ROWLING

EXPLAINS HOW THE TEXAS PERFORMANCE MEASUREMENTS ARE DELINEATED. HOW DOES THIS COMPARE WITH HOW BELLSOUTH DELINEATES THE PERFORMANCE MEASUREMENTS IN THE BELLSOUTH SQMs?

A. BellSouth's SQMs have all six (6) levels of delineation described in Ms. Rowling's testimony: 1) Clearly Defined Business Rules; 2) Exclusions, if any; 3) The Method of Calculation; 4) Report Structure; 5) Levels of Disaggregation; and 6) Benchmarks. In fact, the BellSouth SQMs have two (2) additional levels of delineation, 7) Data Retained Relating to CLEC Experience; and 8) Data Retained Relating to BST Experience.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes

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BellSouth
Service Quality Measurements
Regional Performance Reports

TABLE OF CONTENTS

* These reports are subject to change due to regulatory requirements or to correct errors and etc.

BellSouth
Service Quality Measurements
Regional Performance Reports

PRE-ORDERING - OSS

Report/Measurement :
Average OSS Response Time and Response Interval
Definition:
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).
Exclusions:
None
Business Rules:
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.
Level of Disaggregation:
• RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses • RSAG – TN (Regional Street Address Guide- Telephone Number) – contains information about facilities available and telephone numbers working at a given address. • ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. • DSAP (DOE Support Application) – provides due date information. • HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems. • P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability. • OASIS (Obtain Available Services Information Systems) - Information on feature and rate availability.
Calculation:
Σ[(Date & Time of Legacy Response) – (Date & Time of Request to Legacy)] / (Number of Legacy Requests During the Reporting Period) X 100
Report Structure:
• Not CLEC Specific • Not product/service specific • Regional Level

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope	• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

Retail Analog/Benchmark
CLEC Average Response Interval is comparable to BST Average Response Interval

Revision date: 09/14/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x

Revision date: 08/10/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

PRE-ORDERING - OSS

Report/Measurement:	
OSS Interface Availability	
Definition:	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured	
Exclusions:	
None	
Business Rules:	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
Level of Disaggregation:	
• Regional Level	
Calculation:	
(Functional Availability) / (Scheduled Availability) X 100	
Report Structure:	
• Not CLEC Specific • Not product/service specific • Regional Level	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • Legacy contract type (per reporting dimension) • Regional Scope	• Report Month • Legacy contract type (per reporting dimension) • Regional Scope
Retail Analog/Benchmark:	
CLEC OSS Interface Availability is comparable to BST OSS Interface Availability	

Revision date: 09/14/99 (lg)

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x
TAG	x

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention
Exclusions:
• Fatal Rejects • Auto Clarification • Manual Fallout • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale, Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout. **Definitions:** **Fatal Rejects:** Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. **Auto-Clarification**: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. **Manual Fallout**: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout. 1. Complex services* 2. Expedites (requested by the CLEC) 3. Special pricing plans 4. Denials-restore and conversion, or disconnect and conversion orders 5. Partial migrations 6. Class of service invalid in certain states with some types of service 7. New telephone number not yet posted to BOCRIS 8. Low volume such as activity type "T" (move) 9. Pending order review required 10. More than 25 business lines 11. Restore or suspend for UNE combos 12. Transfer of calls option for the CLEC's end users 13. CSR inaccuracies such as invalid or missing CSR data in CRIS * Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. **Total System Fallout:** Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

Calculation:

Percent Flow Through Service Requests = Σ[(Total number of valid service requests that flow-through to SOCS)] / (Total number of valid service requests delivered to SOCS) X 100

Description:

Percent Flow Through = (The total number of LSRs that flow through LESOG to SOCS) / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing) + (the number of LSRs that are returned to the CLEC for clarification) + (the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- CLEC Aggregate
  - Region

Level of Disaggregation:

- Geography
  - Region
- Product (Under Development)
  - Residence
  - Business
  - UNE
  - Special

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total number of LSRs received, by interface, by CLEC: ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code	• Report month • Total number of errors by type: ➢ BST system error

Retail Analog/Benchmark:

CLEC Flow Through/benchmark comparison (Under Development)

Revision Date: 09/03/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention.
Exclusions:
• Fatal Rejects • Auto Clarification • Manual Fallout • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible(Under development)
Business Rules:
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale, Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout. **Definitions:** **Fatal Rejects:** Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject. **Auto-Clarification:** errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification. **Manual Fallout:** errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout: 1. Complex services* 2. Expedites (requested by the CLEC) 3. Special pricing plans 4. Denials-restore and conversion, or disconnect and conversion orders 5. Partial migrations 6. Class of service invalid in certain states with some types of service 7. New telephone number not yet posted to BOCRIS 8. Low volume such as activity type "T" (move) 9. Pending order review required 10. More than 25 business lines 11. Restore or suspend for UNE combos 12. Transfer of calls option for the CLEC's end users 13. CSR inaccuracies such as invalid or missing CSR data in CRIS *Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. **Total System Fallout:** Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

Calculation:

Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to SOCS) / (Total number of valid service requests delivered to SOCS) X 100

Description:

Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.

Report Structure:

- Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:
  - CLEC (by alias designation)
  - Number of fatal rejects
  - Mechanized interface used
  - Total mechanized LSRs
  - Total manual fallout
  - Number of auto clarifications returned to CLEC
  - Number of validated LSRs
  - Number of BST caused fallout
  - Number of CLEC caused fallout
  - Number of Service Orders Issued
  - Base calculation
  - CLEC error excluded calculation

Level of Disaggregation:

- CLEC Specific (by alias designation to protect CLEC specific proprietary data)
- Geographic:
  - Region
- Product (Under development)
  - Residence
  - Business
  - UNE
  - Special

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total number of LSRs received, by interface, by CLEC ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC errors • Total number of errors by error code	• Report month • Total number of errors by type: ➢ BST system error

Retail Analog/Benchmark:

CLEC Flow Through/benchmark comparison (Under development)

Revision Date: 09/03/99 (tm)

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
• Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC by CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report month • Total number of LSRs received • Total number of errors by type (by error code) ➢ CLEC caused error	• Report month • Total number of errors by type (by error code) ➢ BST system error
Retail Analog/Benchmark:	
Not Applicable	

Revision Date: 09/03/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
1	Flat Rate/Residence	Yes	No	No	no	
2	Flat Rate/Business	Yes	No	No	no	
3	Pay Phone Provider	No	No	No	no	
4	Measured Rate/Res.	Yes	No	No	no	
5	Measured Rate/Bus.	Yes	No	No	no	
6	Area Plus	Yes	No	No	no	
7	Package/Complete Choice and area plus	Yes	No	No	no	
8	Optional Calling Plan	Yes	No	No	no	
9	Ga. Community Calling	Yes	No	No	no	
10	Call Waiting Deluxe	Yes	No	No	no	
11	Call Waiting	Yes	No	No	no	
12	Caller ID	Yes	No	No	no	
13	Speed Calling	Yes	No	No	no	
14	3 Way Calling	Yes	No	No	no	
15	Call Forwarding-Variable	Yes	No	No	no	
16	Remote Access to CF	Yes	No	No	no	
17	Enhanced Caller ID	Yes	No	No	no	
18	Memory Call	Yes	No	No	no	
19	Memory Call Ans. Svc.	Yes	No	No	no	
20	MTS	Yes	No	No	no	
21	RCF	Yes	No	No	no	
22	Ringmaster	Yes	No	No	no	
23	Call Tracing	Yes	No	No	no	
24	Call Block	Yes	No	No	no	
25	Repeat Dialing	Yes	No	No	no	
26	Call Selector	Yes	No	No	no	
27	Call Return	Yes	No	No	no	
28	Preferred Call Forward	Yes	No	No	no	
29	Touchtone	Yes	No	No	no	
30	Visual Director	Yes	No	No	no	
31	INP (all types?)	Yes	UNE	No	no	
32	Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	Yes-designed, no-non-designed	
33	2 wire analog port	Yes	UNE	No	no	
34	Local Number Portability (always?)	Yes	UNE	No	no	
35	Accupulse	No	Yes	Yes	yes	See note at bottom of matrix.
36	Basic Rate ISDN	No	Yes	Yes	yes	LSR electronically submitted; no flow through

BellSouth
Service Quality Measurements
Regional Performance Reports

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
37	DID	No*	Yes	Yes	Yes	* yes with OSS'99
38	Frame Relay	No	Yes	Yes	yes	
39	Megalink	No	Yes	Yes	yes	
40	Megalink-T1	No	Yes	Yes	yes	
41	Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	yes	
42	Pathlink Primary Rate ISDN	No	Yes	Yes	yes	
43	Synchronet	No	Yes	Yes	yes	LSR electronically submitted; no flow through
44	PBX Trunks	No	Yes	Yes	Yes	LSR electronically submitted; no flow through
45	LightGate	No	Yes	Yes	yes	
46	Smartpath	No	Yes	Yes	yes	
47	Hunting	No	Yes	no	no	LSR electronically submitted; no flow through
48	CENTREX	No	Yes	Yes	no	
49	FLEXSERV	No	Yes	Yes	yes	
50	Multiserv	No	Yes	Yes	yes	
51	Off-Prem Stations	No	Yes	Yes	yes	
52	SmartRING	No	Yes	Yes	yes	
53	FX	No	Yes	Yes	yes	
54	Tie Lines	No	Yes	Yes	Yes	
55	WATS	No	Yes	Yes	yes	
56	4 wire analog voice grade loop	No	UNE	Yes	yes-designed, no-non-designed	
57	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
58	2 wire ISDN digital loop	No	UNE	Yes	yes	
59	4 wire DS1 & PRI digital loop	No	UNE	Yes	yes	
60	ADSL	No*	UNE	Yes	yes	* yes as of OSS'99?
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	
63	2 wire ISDN digital line side port	No	UNE	Yes	yes	
64	4 wire ISDN DSI digital trunk ports	No	UNE	Yes	yes	
65	UNE Combinations	y-loop+port	UNE	Yes	yes	
66	Directory Listings (simple)	No*	UNE	Yes	no	* yes as of OSS'99

	BellSouth Service Offered to CLEC via resale or UNE	Flow-through if no BST or CLEC Errors (Yes/No)	Complex Service (Yes/No)	Complex Order (Yes/No)	Design Service (Yes/No)	Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason?
67	Directory Listings (complex)	No*	UNE	yes	no	* yes as of OSS'99, captions and indentions
68	ESSX	No	Yes	Yes	no	

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:
Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by the CLEC prior to being rejected/clarified.
Business Rules:
Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category: • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. Fatal Rejects are included in the calculation for regional reports only. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. **Partially Mechanized:** A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC. **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs. **Non Mechanized:** An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative. **LNP:** Under Development
Calculation:
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Resale Residence • Resale Business • Resale Specials • UNE • UNE Loop with NP • Other • Trunks

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region	• Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region

Retail Analog/Benchmark:
Benchmark is under development. Retail Analog also under development

Revision date: 09/13/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:	
Reject Interval	
Definition:	
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by CLEC prior to being rejected/clarified	
Business Rules:	
Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in ED or TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category. **Partially Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp in EDI or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO. **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs. **Non-Mechanized**: The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON. **LNP**: Under development.	
Calculation:	
Reject Interval = Σ[(Date and Time of Service Request Rejection) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks	
Level of Disaggregation:	
• Product Reporting Levels ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order • Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours. • Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours • Average Interval in Days. • Trunks:	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region	• Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development	

Revision date: 09/13/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:
Firm Order Confirmation Timeliness
Definition:
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.
Exclusions:
• Rejected LSRs • Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours.
Business Rules:
• **Mechanized** - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS. • **Partially Mechanized** – The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized LSRs • **Non-Mechanized** - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • **LNP**: Under development.
Calculation:
Firm Order Confirmation Timeliness = Σ[(Date and Time of Firm Order Confirmation) – (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP ➢ Trunks • Geographic Scope ➢ State, Region and further geographic disaggregation (MSA) as required by State Commission Order • Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. • Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. • Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, >20 days • < 10 and > 10 Circuits / Lines • Average Interval in Days.

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING - (Firm Order Confirmation Timeliness – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • Interval for FOC • Total number of LSRs • State and Region	• Report Month • Interval for FOC • Total Number of LSRs • State and Region
Retail Analog/Benchmark:	
Benchmark is under development. Retail Analog also under development	

Revision date: 09/13/99 (lg)

ORDERING

Report/Measurement:	
Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Level of Disaggregation:	
• CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development)	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices.	

Revision date: 09/13/99 (lg)

PROVISIONING

Report/Measurement:
Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days. **Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).
Calculation:
Mean Held Order Interval: Σ (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. **Held Order Distribution Interval:** (# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100 (# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

Revision date: 06/24/99 (taf)

PROVISIONING

Report/Measurement:
Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice
Definition:
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.
Exclusions:
• Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods
Business Rules:
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.
Calculation:
Average Jeopardy Interval =Σ [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders Notified of Jeopardy in Reporting Period). **Percent of Orders Given Jeopardy Notice** = Σ [(Number of Orders Given Jeopardy Notices in Reporting Period) / (Number of Orders Confirmed (due) in Reporting Period)
Report Structure:
• CLEC Specific and CLEC Aggregate • BST Aggregate (under development with estimated release date of 8/15/99 for June reporting)
Level of Disaggregation:
• Product Reporting Levels ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING –
(Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type **NOTE:** Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)	

Revision date: 09/15/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate **Report explanation:** The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user

PROVISIONING – (Percent Missed Installation Appointments – Continued)

Level of Disaggregation:

- Reported in categories of <10 line/circuits; > 10 line/circuits
- Dispatch / No Dispatch
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Design / BST Design
CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-Retail Analog (under development at this time)

Revision date: 06/24/99 (taf)

PROVISIONING

Report/Measurement :
Average Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services • (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation:
Average Completion Interval: Σ [(Completion Date & Time) - (Order Issue Date & Time)] / Σ (Count of Orders Completed in Reporting Period) **Order Completion Interval Distribution:** Σ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING –
(Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Level of Disaggregation:

- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+
- All Levels are reported <10 line/circuits; >10 line/circuits
- Product Reporting Levels
  - POTS – Residence
  - POTS – Business
  - DESIGN
  - PBX
  - CENTREX
  - ISDN
  - UNE 2 Wire Loop with NP (Design and Non-Design)
  - UNE 2 Wire Loop without NP (Design and Non-Design)
  - UNE Loop Other with NP (Design and Non-Design)
  - UNE Loop Other without NP (Design and Non-Design)
  - UNE Other (Design and Non-Design)
  - Switching (Under development)
  - Local Transport (Under development)
  - Combos (Under development)
  - NP (Under development as separate category)
  - Local Interconnection Trunks
  - Geographic Scope
  - State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

Retail Analog/Benchmark

CLEC Residence Resale / BST Residence Retail
CLEC Business Resale / BST Business Retail
CLEC Non-UNE Design / BST Design
CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN
Interconnection Trunks-CLEC / Interconnection Trunks-BST
UNEs-Retail Analog (under development at this time)

Revision date: 09/08/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:
Average Completion Notice Interval
Definition:
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
Exclusions:
• Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders
Business Rules:
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. On all orders (mechanized and non-mechanized) the field technician notifies the CLEC by telephone the work was complete and then he enters the work order completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.
Calculation:
Σ (Date and Time of Notice of Completion) – (Date and Time of Work Completion) / (Number of Orders Completed in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)
Level of Disaggregation:
• Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; > 10 line/circuits • Product Reporting Levels ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING – (Average Completion Notice Interval – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-Retail Analog (under development at this time)	

Revision date: 09/15/99 (taf)

PROVISIONING

Report/Measurement:	
Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop	
Business Rules:	
Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
Σ [(Completion Date and Time for Cross Connection of an Unbundled Loop)- (Disconnection Date and Time of an Unbundled Loop)] / Total Number of Unbundled Loop Items for the reporting period.	
Report Structure:	
• CLEC Specific • CLEC Aggregate	
Level of Disaggregation:	
• Reported in intervals <=5 minutes; >5,<15 minutes; >15 minutes, plus Overall Average interval • Product Reporting Levels ➢ UNE Loops without NP ➢ UNE Loops with NP ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation as required by State Commission Order	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (NP orders) • Total Items **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.	

Revision date: 09/09/99 (taf)

PROVISIONING

Report/Measurement:
% Provisioning Troubles within 30 days of Service Order Activity
Definition:
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders
Business Rules:
Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report. D & F orders are excluded as there is no subsequent activity following a disconnect.
Calculation:
% Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders completed in the calendar month) X 100
Report Structure:
• CLEC Specific, CLEC Aggregate, BST Aggregate
Level of Disaggregation:
• Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (Under Development at this time)	

Revision date: 09/09/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement :
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
Definition:
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
Exclusions:
• Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services • (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.
Business Rules:
The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval. This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation :
Total Service Order Cycle Time (under development)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
• ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals under development • Product Reporting Levels ➢ Interconnection Trunks ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope -
Retail Analog/Benchmark	
Under development (BST retail analog available at this time would be Average Completion Interval)	

Revision date: 09/08/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:

Missed Repair Appointments

Definition:

The percent of trouble reports not cleared by the committed date and time.

Exclusions:

- Trouble tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules:

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.

Calculation:

Percentage of Missed Repair Appointments =Σ (Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time) / Σ (Total Trouble reports closed in Reporting Period) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

ISDN Troubles included in Non-Design – GA ONLY

- Product Reporting Levels
  - POTS – Residence, Business
  - Design
  - PBX, CENTREX and ISDN
  - UNE 2 Wire Loop (Design and Non – Design)
  - UNE Loop Other (Design and Non Design)
  - UNE Other (Design and Non – Design)
  - Switching, Local Transport and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

Retail Analog/Benchmark
CLEC Residence-Resale / BST Residence-Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time.)

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:
Customer Trouble Report Rate
Definition:
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service.
Exclusions:
• Trouble tickets canceled at the CLEC request. • BST trouble reports associated with administrative service. • Customer provided Equipment (CPE) troubles or CLEC equipment troubles.
Business Rules:
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.
Calculation:
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
ISDN Troubles included in Non Design – GA Only • Product Reporting Levels ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching , Local Transport, and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:
Maintenance Average Duration
Definition:
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.
Exclusions:
• Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service • Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles. • Trouble reports greater than 10 days
Business Rules:
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).
Calculation:
Maintenance Average Duration = Σ(Date and Time of Service Restoration) – (Date and Time Trouble Ticket was Opened) / Σ(Total Closed Troubles in the reporting period)
Report Structure:
• CLEC Specific • BST Aggregate • CLEC Aggregate
Level of Disaggregation:
ISDN Troubles included in Non Design – GA Only • Product Reporting Levels ➢ POTS– Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design Non – Design) ➢ UNE Loop Other (Design Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs - Retail Analog (under development at this time)	

Revision date: 06/09/99 (see)

MAINTENANCE & REPAIR

Report/Measurement:
Percent Repeat Troubles within 30 Days
Definition:
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.
Exclusions:
• Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.
Business Rules:
Includes Customer trouble reports received within 30 days of an original Customer trouble report.
Calculation:
Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
ISDN Troubles included in Non Design – GA Only • Product Reporting Levels ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

BellSouth
Service Quality Measurements
Regional Performance Reports

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **NOTE:** Code parentheses is the corresponding header format found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence-Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MANTENANCE & REPAIR

Report/Measurement:

Out of Service (OOS) > 24 Hours

Definition:

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions:

- Trouble Reports canceled at the CLEC request
- BST Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules:

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.

Calculation:

Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Level of Disaggregation:

ISDN Troubles included in Non Design – GA Only

- Product Reporting Levels
  - POTS Residence and Business
  - Design
  - PBX and CENTREX and ISDN
  - UNE 2 Wire Loop (Design and Non – Design)
  - UNE Loop Other (Design and Non – Design)
  - UNE Other (Design and Non – Design)
  - Switching, Local Transport and Combos (under development)
  - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all product levels
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

BellSouth
Service Quality Measurements
Regional Performance Reports

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

Retail Analog/Benchmark:
CLEC Residence-Resale / BST Residence- Retail
CLEC Business- Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
CLEC Trunking-Resale /BST Trunking- Retail
UNEs Retail Analog (under development at this time.)

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Interface Availability	
Definition:	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
Exclusions:	
None	
Business Rules:	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
Calculation:	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
Report Structure:	
• CLEC Aggregate • BST Aggregate • BST/CLEC	
Level of Disaggregation:	
• Region	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCM (under development at this time)	• Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS
Retail Analog/Benchmark:	
Parity by design; Retail Analog	

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Response Interval and Percentages	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
Exclusions:	
Queries received during scheduled system maintenance time.	
Business Rules:	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
Calculation:	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, $\leq$ 4 to 10, $>$ 10, $>$ 30 seconds.	
Report Structure:	
• CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate.	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Transaction Intervals	• BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
Average Answer Time – Repair Centers	
Definition:	
This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer.	
Exclusions:	
None	
Business Rules:	
This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call.	
Level of Disaggregation:	
• Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
• CLEC Aggregate • BST Aggregate • CLEC Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Invoice Accuracy	
Definition:	
This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
• Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
Invoice Accuracy = (Total Billed Revenues during current month) – (Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation :	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Invoice Type • Total Billed Revenue • Billing Related Adjustments	• Report Month • Retail Type ➢ CRIS ➢ CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark	
CLEC Invoice Accuracy is comparable to BST Invoice Accuracy	

Revision date: 09/15/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
Mean Time To Deliver Invoices = Σ [(Invoice Transmission Date)– (Close Date of Scheduled Bill Cycle)] / (Count of Invoices Transmitted in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Product / Invoice Type ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Invoice Type • Invoice Transmission Count • Date of Scheduled Bill Close	• Report Month • Retail Type ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
• CRIS-based invoices will be released for delivery within six (6) business days • CABS-based invoices will be released for delivery within eight (8) calendar days. • CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery time for both systems.	

Revision date: 09/15/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.	
Exclusions:	
None	
Business Rules:	
The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.	
Calculations:	
Usage Data Delivery Accuracy = Σ [(Total number of usage data packs sent during current month) – (Total number of usage data packs requiring retransmission during current month)] / (Total number of usage data packs sent during current month) X 100	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy	

Revision date: 09/15/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = Σ(Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date) / Σ(Total number of Recorded usage records delivered during the current month) X 100	
Report Structure	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Delivery Completeness is comparable to BST Usage Delivery Completeness	

Revision date: 09/15/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Usage Data Delivery Timeliness	
Definition:	
This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness = Σ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ (Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness	

Revision date: 09/15/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the Usage Record) / total record volume	
Report Structure:	
• CLEC Aggregate • CLEC Specific • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Record Type ➢ BellSouth Recorded ➢ Non-BellSouth Recorded	• Report Monthly • Record Type
Retail Analog/Benchmark:	
Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST	

Revision date: 09/15/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answer by a DA operator.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The "total call waiting seconds" is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "total calls served" is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission.
Exclusions:
Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined.
Business Rules:
The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
Reported for the aggregate of BST and CLECs • State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. • Month • Call Type (DA) • Average Speed of Answer
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

E911

Report/Measurement:
E911/Timeliness
Definition:
Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Timeliness = Σ (Number of batch orders processed within 24 hours ÷ Total number of batch orders submitted) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Levels of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

E911

Report/Measurement:
E911/Accuracy
Definition:
Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors.
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Accuracy = Σ(Number of record individual updates processed with no errors ÷ Total number of individual record updates) X 100
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

E911

Report/Measurement:
E911/Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
• Any resale order canceled by a CLEC • Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records.
Calculation:
E911 Mean Interval = Σ (Date and time of batch order completion – Date and time of batch order submission) ÷ (Number of batch orders completed)
Report Structure:
Reported for the aggregate of CLEC resale updates and BST retail updates • State • Region
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
• Report month • Aggregate data
Retail Analog/Benchmark
Parity by Design

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

TRUNK GROUP PERFORMANCE

Report/Measurement:	
Trunk Group Service Report	
Definition:	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
Exclusions:	
• Trunk groups for which valid traffic data is not available • High use trunk groups	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
• BST Aggregate ➢ CTTG ➢ Local • CLEC Aggregate ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk	
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
CLEC Trunk Blockage/BST Trunk Blockage	

Revision Date: 09/15/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

TRUNK GROUP PERFORMANCE

Report/Measurement:

Trunk Group Service Detail

Definition:

A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.

Exclusions:

- Trunk groups for which valid traffic data is not available
- High use trunk groups

Business Rules:

Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.

Calculation:

Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100

Report Structure:

• BST Specific ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks	• CLEC Specific ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks

Level of Disaggregation:

State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports	• Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Trunk Blockage

Revision Date: 09/15/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

COLLOCATION

Report/Measurement:
Collocation/Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
• Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = Σ(Request Response Date) – (Request Submission Date) / Count of Responses Returned within Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

COLLOCATION

Report/Measurement:
Collocation/Average Arrangement Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = Σ(Date Collocation Arrangement is Complete) – (Date Order for Collocation Arrangement Submitted) / Total Number of Collocation Arrangements Completed during Reporting Period.
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

COLLOCATION

Report/Measurement:
Collocation/Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
% of Due Dates Missed = Σ (Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
• State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

Appendix A: Reporting Scope*

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

BellSouth
Service Quality Measurements
Regional Performance Reports

Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types: **Maintenance Query Types:**	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC RESH • CLEC MSA • CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

BellSouth
Service Quality Measurements
Regional Performance Reports

Appendix B: Glossary of Acronyms and Terms

A	**ACD**	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
B	**BILLING**	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center – The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	**CKTID**	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

Appendix B: Glossary of Acronyms and Terms - Continued

C	**COFIUSOC**	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	**DESIGN**	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	**E911**	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	**FATAL REJECT**	The number of LSRs that were electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request – A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	**RNS**	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search
S	**SOCS**	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	**TAFI**	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	**UNE**	Unbundled Network Element
V		
W	**WTN**	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June, 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (1999 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLECs.

2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).

3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

PERFORMANCE MEASUREMENT COMPARISON
BELLSOUTH (BST) vs. ICG Proposal

PERFORMANCE MEASURES	
BST's Existing Measurements	**ICG Proposal (Based on Texas Measurements)**
I. RESALE POTS, RESALE SPECIALS AND UNEs	
A. Pre-Ordering/Ordering	
1. Average OSS Response Interval (Pre-Ordering)	1. Average Response Time for OSS Pre-Order Interfaces
2. Percent Response received within "X" Seconds	2. Percent Response received within "X" Seconds
3. LENS Average Response Time	3. EASE Average Response Time
4. OSS Interface Availability	4. OSS Interface Availability
5. Firm Order Confirmation Timeliness	5. % FOCs Received within "X" Hours
6. FOC Average Interval (Days)	6. Average Time to Return FOC
7. Average Completion Notice Interval (Hours)	7. % Mechanized Completions Returned within 1 Hour
8. % Rejected Service Requests	8. Average Time to Return Mechanized Completions
9. Reject Distribution Interval-Mechanized	9. % Rejects
10. Reject Distribution Interval-Non Mechanized	10. % Mech. Rejects within 1 Hour of EDI/LASR
11. Average Reject Interval-Mechanized	11. Mean Time to Return Mechanized Rejects
12. Average Reject Interval-Non Mechanized	12. Mechanized Provisioning Accuracy
13. % Flow-Through Service Requests	13. Order Process % Flow-Through
B. Billing	
14. Invoice Accuracy	14. Billing Accuracy
15. Mean Time to Deliver Invoices	15. % of Accurate and Complete Formatted Mech. Bills
16. Usage Data Delivery Accuracy	16. % of Usage Records Transmitted Correctly
17. Usage Data Delivery Timeliness	17. Billing Completeness
18. Usage Record Completeness	18. Billing Timeliness (Wholesale Bill)
19. Mean Time to Deliver Usage	19. Daily Usage Feed Timeliness
	20. Unbillable Usage
C. Miscellaneous Administative	
20. Speed of Answer in Ordering Center	21. (Local Svc. Ctr.) LSC Average Speed of Answer
21. Average Answer Time – UNE Center	22. LSC Grade of Service (GOS)
22. Average Answer Time – Resale Maint. Center	23. % Busy in the Local Service Center
	24. (Local Opns. Ctr.) LOC Average Speed of Answer
	25. LOC Grade of Service (GOS)
	26. % Busy in the LOC
II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY ILEC	
A. Provisioning	
23. Average Order Completion Interval	27. Mean Installation Interval
24. Order Completion Interval Distribution	28. % Installations completed within "X" Business Days
25. Average Completion Notice Interval	29. % SWBT Caused Missed Due Dates
26. Mean Held Order Interval	30. % Company Missed Due Dates due to lack of Facilities
Held Order Interval Distribution	31. Ave. Delay Days for Missed DD due to lack of Fac.
27. Held for Facilities	32. Average Delay Days for SWBT Missed Due Dates
28. Held for Equipment	33. % SWBT Caused Missed Due Dates > 30 Days
29. Held for Other	34. # of Orders canceled after the DD caused by SWBT
30. % of Orders in Jeopardy	35. % Trouble Reports within 10 Days (1-10) of Installation
31. Average Jeopardy Notification Interval	36. % No Access (Trouble Reports with No Access)
32. % Missed Installation Appointments – total	
33. % Missed Appointments caused by end-user	
34. % Provisioning Troubles within 4 days	

PERFORMANCE MEASUREMENT COMPARISON
BELLSOUTH (BST) vs. ICG Proposal

PERFORMANCE MEASURES	
BST's Existing Measurements	**ICG Proposal (Based on Texas Measurements)**
B. Maintenance	
35. Customer Trouble Report Rate	37. Trouble Report Rate
36. % Missed Repair Appointments	38. % Missed Repair Commitments
37. Maintenance Average Duration	39. Receipt to Clear Duration
38. % Out of Service (OOS) > 24 Hours	40. % Out of Service (OOS) < 24 Hours
39. % Repeat Troubles within 30 Days	41. % Repeat Reports
	42. % No Access (% of Trouble Reports with No Access)
III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY ILEC	
A. Provisioning	
40. Average Order Completion Interval	43. Average Installation Interval
41. Order Completion Interval Distribution	44. % Installations completed within "X" Business Days
42. Average Completion Notice Interval	45. % SWBT Caused Missed Due Dates
43. Mean Held Order Interval	46. % Trouble Reports within 30 Days (1-30) of Installation
Held Order Interval Distribution	47. % Company Missed Due Dates due to lack of Facilities
44. Held for Facilities	48. Delay Days for Missed DDs due to lack of Facilities
45. Held for Equipment	49. Delay Days for SWBT Missed Due Dates
46. Held for Other	50. % SWBT Caused Missed Due Dates > than 30 Days
47. % of Orders in Jeopardy	51. # of Orders canceled after the DD caused by SWBT
48. Average Jeopardy Notification Interval	
49. % Missed Installation Appointments – total	
50. % Missed Appointments caused by end-user	
51. % Provisioning Troubles within 4 days	
B. Maintenance	
52. Customer Trouble Report Rate	52. Mean Time to Restore
53. % Missed Repair Appointments	53. % Repeat Reports
54. Maintenance Average Duration	54. Failure Frequency
55. % Out of Service (OOS) > 24 Hours	
56. % Repeat Troubles within 30 Days	
IV. UNBUNDLED NETWORK ELEMENTS (UNEs)	
A. Provisioning	
57. Average Order Completion Interval	55. Average Installation Interval
58. Order Completion Interval Distribution	56. % Installations completed within "X" Business Days
59. Average Completion Notice Interval	57. Average Response Time for Loop Make-Up Information
60. Mean Held Order Interval	58. % SWBT Caused Missed Due Dates
Held Order Interval Distribution	59. % Trouble Reports within 30 Days (1-30) of Installation
61. Held for Facilities	60. % Missed Due Dates due to lack of Facilities
62. Held for Equipment	61. Ave. Delay Days for Missed DDs due to lack of Facilities
63. Held for Other	62. Ave. Delay Days for SWBT Missed Due Dates
64. % of Orders in Jeopardy	63. % SWBT Caused Missed Due Dates > than 30 Days
65. Average Jeopardy Notification Interval	64. # of Orders canceled after the DD caused by SWBT
66. % Missed Installation Appointments – total	65. Trouble Report Rate
67. % Missed Appointments caused by end-user	66. % Missed Repair Commitments
68. % Provisioning Troubles within 4 days	67. Mean Time to Restore
69. Customer Trouble Report Rate	68. % Out of Service (OOS) < X Hours
70. % Missed Repair Appointments	69. % Repeat Reports
71. Maintenance Average Duration	
72. % Out of Service (OOS) > 24 Hours	
73. % Repeat Troubles within 30 Days	

PERFORMANCE MEASUREMENT COMPARISON
BELLSOUTH (BST) vs. ICG Proposal

PERFORMANCE MEASURES	
BST's Existing Measurements	**ICG Proposal (Based on Texas Measurements)**
V. INTERCONNECTION TRUNKS	
74. Average Order Completion Interval	70. % Trunk Blockage
75. Order Completion Interval Distribution	71. Common Transport Trunk Blockage
76. % Missed Installation Appointments	72. Distribution of Common Transport Trunk Groups Exceeding 2%
77. % Provisioning Troubles within 4 days	73. Percent Missed Due Dates
78. % Missed Repair Appointments	74. Average Delay Days for Missed Due Dates
79. Customer Trouble Report Rate	75. % SWBT Caused Missed Due Dates > 30 Days
80. Maintenance Average Duration	76. Average Trunk Restoration Interval
81. % Repeat Troubles within 30 Days	77. Average Trunk Restoration Interval for Service Affecting Trunk Groups
82. % Out of Service (OOS) > 24 Hours	78. Average Interconnection Trunk Installation Interval
Trunk Group Service Summary 83. Local Trunk Groups > 3% Blocking 84. Common Transport Trk. Grps > 2% Blocking	
85. Trunk Group Service Detail	
VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)	
86. Directory Assistance Average Speed of Answer	79. Directory Assistance Grade of Service
87. % Answered within "X" Seconds	80. Directory Assistance Average Speed of Answer
88. Operator Services Average Speed of Answer	81. Operator Services Grade of Service
89. % Answered within "X" Seconds	82. Operator Services Average Speed of Answer
	83. % Calls Abandoned
	84. % Calls Deflected
	85. Average Work Time
	86. Non-Call Busy Work Volumes
VII. INTERIM NUMBER PORTABILITY (INP)	
90. Average Order Completion Interval	87. % Installation Completed within X (3,7,10) Bus. Days
91. Order Completion Interval Distribution	88. Average INP Installation Interval
92. % Missed Installation Appointments	89. % INP I-Reports within 30 Days
	90. % Missed Due Dates
VII. LOCAL NUMBER PORTABILITY (LNP)	
93. Average Order Completion Interval	91. % LNP Due Dates within Industry Guidelines
94. Order Completion Interval Distribution	92. % of time the old Service Provider releases Subscription prior to the expiration of the second 9 hour timer
95. % Missed Installation Appointments	93. % of Customer account restructured prior to LNP due date
	94. % FOCs received within "X" hours
	95. Average Response Time for Non-mechanized Rejects Returned with complete and accurate codes
	96. % Premature Disconnects for LNP Orders
	97. % of Time SWBT applies the 10-digit trigger prior to the LNP Order Due Date
	98. % LNP I-Reports in 10 days
	99. Average Delay Days for SWBT Missed Due Dates
	100. Average Time of Out of Service for LNP conversions
	101. % Out of Service < 60 Minutes
VIII. 911	
96. E911 Mean Interval and Interval Distribution	102. Average Time to Clear Errors
97. % E911 Accuracy	103. % Accuracy for 911 database updates
98. E911 Timeliness (% within 24 hours)	104. Average Time Required to Update 911 Database

PERFORMANCE MEASUREMENT COMPARISON
BELLSOUTH (BST) vs. ICG Proposal

IX. POLES, CONDUIT AND RIGHTS OF WAY	
	105. % of requests processed within 35 days
	106. Average Days required to Process a Request
X. COLLOCATION	
99. Average Response Time	107. % Missed Collocation Due Dates
100.Average Arrangement Time	108. Average Delay Days for SWBT Missed Due Dates
101. % of Due Dates Missed	109. % of Requests processed within the tariffed timelines
XI. DIRECTORY ASSISTANCE DATABASE	
	110. % of updates completed into the DA Database within 72 hours for facility based CLECs
	111. Average Update Interval for DA database for facility based CLECs
	112. % DA Database Accuracy for Manual Updates
	113. % of electronic updates that flow through the DSR without manual intervention.
XII. COORDINATED CONVERSIONS	
102. %Conversions ≤ 5 Minutes	114. % Pre-mature disconnects (Coordinated Cutovers)
103. %Conversions > 5 M inutes ≤ 15 Minutes	115. % SWBT caused delayed Coordinated Cutovers
104. %Conversions > 15 Minutes	116. % Missed mechanized INP conversions
105. Average Cutover Interval	
XIII. NXX	
	117. % NXXs loaded and tested prior to the LERG effective date.
	118. Average Delay Days for NXX loading and testing
	119. Mean Time to Repair
XIV. BONA FIDE REQUEST PROCESS (BFRs)	
	120. % of Requests processed within 30 Business Days
	121. % Quotes Provided for Authorized BFRs within 45 Business Days
Misc. Maintenance OSS	
106. OSS Interface Availability	
107. OSS Response Interval & Percentages	

AFFIDAVIT

STATE OF GEORGIA)
:
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared David A. Coon, Director-Performance Measurements for BellSouth Telecommunications, Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 99-00377 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 8 pages and 2 exhibit(s).

David A. Coon

Sworn to and subscribed
before me this 22nd
day of October, 1999

NOTARY PUBLIC

TERESA L. ROCKWELL
Notary Public, Gwinnett County, Georgia
My Commission Expires October 28, 2001

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

[✓] Hand
[ ] Mail
[ ] Facsimile
[ ] Overnight

Gary Hotvedt, Esquire
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500

[ ] Hand
[✓] Mail
[ ] Facsimile
[ ] Overnight

Henry Walker, Esquire
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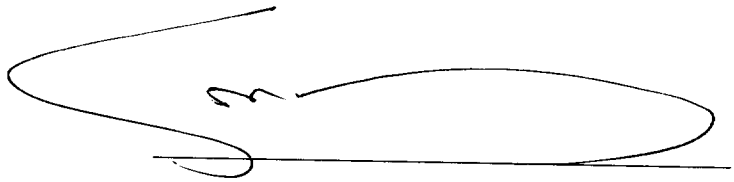

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF ALPHONSO J. VARNER

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00377

NOVEMBER 10, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is Alphonso J. Varner. I am employed by BellSouth as Senior Director for State Regulatory for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

A. Yes. I filed direct testimony on October 29, 1999.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony rebuts portions of the direct testimony filed by ICG Telecom Group, Inc. ("ICG") witnesses on October 29, 1999 and November 1, 1999.

Issue 1: For purposes of this agreement should dial-up calls to Internet Service providers ("ISPs") be treated as if they were local calls for the purposes of

reciprocal compensation?

Q. ON PAGE 5 OF HIS TESTIMONY, MR. STARKEY STATES, "BECAUSE TERMINATION RATES MUST BE BASED UPON THEIR UNDERLYING COSTS, BST SHOULD BE ECONOMICALLY INDIFFERENT AS TO WHETHER IT ITSELF INCURS THE COST TO TERMINATE THE CALL ON ITS OWN NETWORK OR WHETHER IT INCURS THAT COST THROUGH A RECIPROCAL COMPENSATION RATE PAID TO ICG." PLEASE RESPOND.

A. Mr. Starkey is improperly attempting to re-address Issue 1, which has already been addressed by the parties in previous testimony and in the hearings on November 2-3, 1999. BellSouth's entire testimony regarding Issue 1 of this arbitration proceeding explains why reciprocal compensation is not applicable to ISP-bound traffic. Furthermore, at the ITC^DeltaCom/ICG consolidated hearings on this issue, I explained at length why BellSouth is not economically indifferent as to who incurs the costs.

Issue 7: Should ICG be compensated for end office, tandem, and transport elements of termination, for purposes of reciprocal compensation, when ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch? If so, according to what schedule or at what rate?

Q. PLEASE SUMMARIZE THE ACTION THE AUTHORITY SHOULD TAKE ON THE ISSUE OF THE APPROPRIATE RECIPROCAL

COMPENSATION DUE ICG BASED ON ITS NETWORK DESIGN.

A. Consistent with FCC rules and industry standards, the Authority should determine that ICG does not qualify for tandem switching or common transport because its network design does not perform the functions of a tandem switch as outlined by industry standards and by the FCC's rules.

ICG is asking the Authority to compensate it for the cost of equipment it does not own and for tandem switching functions it does not perform. The Authority should reject this "money for nothing" proposal. If a call is not handled by a switch on a tandem basis, it is not appropriate to pay reciprocal compensation for the tandem switching function.

Q. ON WHAT BASIS DOES MR. STARKEY CLAIM THAT ICG IS ENTITLED TO BE COMPENSATED AT THE TANDEM INTERCONNECTION RATE FOR CALLS THAT BELLSOUTH DELIVERS TO ITS SWITCH?

A. Beginning at page 9 of his testimony, Mr. Starkey claims ICG is entitled to the tandem interconnection rate because ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switches. Although he says that serving the same geographic area is the only criteria for being eligible for tandem switching, he says ICG's switch also performs tandem switching functions. Mr. Starkey fails to recognize that tandem switching compensation requires two criteria; the CLEC switch must serve the same geographic area

and it must "perform functions similar to those performed by an ILEC's tandem switch". Although Mr. Starkey claims ICG's switch performs tandem functions, I will discuss shortly why ICG's switch does not perform tandem functions as described in generally accepted industry standards. Upon inspection of the FCC's August 8, 1996 First Report and Order in CC Docket 96-98 (August 1996 Order), paragraph 1090 speaks directly to the application of Rule 51.711 as follows:

> *We find that the "additional costs" incurred by a LEC when transporting and terminating a call that originated on a competing carrier's network are likely to vary depending on whether tandem switching is involved. We, therefore, conclude that states may establish transport and termination rates in the arbitration process that vary according to whether the traffic is routed through a tandem switch or directly to the end-office switch. In such event, states shall also consider whether new technologies (e.g., fiber ring or wireless networks) perform functions similar to those performed by an incumbent LEC's tandem switch and thus, whether some or all calls terminating on the new entrant's network should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch. Where the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent LEC's tandem switch, the appropriate proxy for the interconnecting carrier's additional costs is the LEC tandem interconnection rate."* Paragraph 1090 [Emphasis added].

Paragraph 1090 identifies the two requirements that a CLEC must meet in order to be compensated at the tandem interconnection rate: (1) ICG's network must perform functions similar to those performed by BellSouth's tandem switch; and (2) ICG's switch must serve a geographic area comparable to BellSouth's. The fact is, ICG's switch may be capable of serving a geographic area comparable to BellSouth's tandem switch; however, ICG does not perform functions similar to those performed by BellSouth's tandem switch.

Q. WHAT IS LOCAL TANDEM INTERCONNECTION?

A. Interconnection at a local tandem permits a CLEC to terminate to a single location all of its local traffic to end offices served by that tandem without the CLEC's having to place individual facilities to each end office served by that tandem. When the CLEC elects to interconnect at a tandem, transport and termination costs associated with terminating a CLEC-originated call to a BellSouth end user will apply. Such charges include: (1) tandem switching at the tandem; (2) common transport between the tandem and end office; and (3) end office switching. Obviously, if a CLEC elects to interconnect directly at a BellSouth end office, tandem switching and common transport charges would not be applicable.

Q. EXPLAIN, IN GENERAL TERMS, INTERCONNECTION AT AN END OFFICE SWITCH.

A. Carriers interconnect through the use of trunks, which are telephone circuits

that connect to a switch at each end. The connection at each end office switch is called a trunk termination. Examples of the use of trunk terminations are: (1) those that connect BellSouth end office switches; (2) BellSouth end office switches to a CLEC's switch; or (3) interconnection trunks between BellSouth's tandem switches and a CLEC's switch. Conversely, a line side termination is used to terminate such facilities as basic business and residence service, most PBX trunks and unbundled network element loops. In simple terms, trunks connect switches, tandem switches connect trunks to each other and end office switches connect trunks to customer lines.

Q. YOU POINTED OUT EARLIER THAT PARAGRAPH 1090 REQUIRES A CLEC TO PERFORM TANDEM FUNCTIONS IN ORDER TO BE COMPENSATED AT THE TANDEM INTERCONNECTION RATE. COULD YOU PROVIDE A MORE DETAILED DESCRIPTION OF TANDEM SWITCH FUNCTIONALITIES AS SET FORTH BY THE FCC?

A. Yes. In its recently released Order No. FCC 99-238, the FCC's rules at 51.319(c)(2) state:

> *Local Tandem Switching Capability.* The tandem switching capability network element is defined as:
>
> (A) Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;
>
> (B) The basic switch trunk function of connecting trunks to trunks; and

(C) The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

Q. YOUR PREVIOUS ANSWER IDENTIFIES THE FUNCTIONS THAT THE FCC STATES ARE PERFORMED BY A TANDEM SWITCH. ON PAGE 11 OF HIS TESTIMONY, MR. STARKEY STATES THAT ICG's SWITCHING PLATFORM PERFORMS THE SAME FUNCTIONS AS AN ILEC TANDEM SWITCH. DO YOU AGREE?

A. No. ICG's switch may be capable of performing such functions when connected to end office switches, however, as outlined below, ICG's 5ESS switch as shown in Mr. Starkey's Diagram 3 does not perform those functions identified by the FCC's rule as tandem switching functions:

- ICG does not interconnect end offices or perform trunk-to-trunk switching but rather performs line-to-trunk or trunk-to-line switching.
- ICG has only one switch, and it performs only end office switching functions. It uses lines to connect its end users to its switch and it uses trunks to connect with BellSouth. It does not switch BellSouth's traffic to another ICG switch.
- Insofar as I am able to judge, based on the information provided in Mr. Starkey's testimony, ICG's switch does not provide other centralization functions, namely call recording, routing of calls to operator services and signaling conversion for other switches, as BellSouth's tandems do and as

required by the FCC's rules 51.319(c)(2).

Q. YOU STATED THAT ICG'S SWITCH DOES NOT INTERCONNECT END OFFICES OR PERFORM TRUNK-TO-TRUNK SWITCHING. PLEASE ELABORATE.

One of the primary distinguishing characteristics of a tandem switch as set forth in the FCC's rules quoted above is that a tandem switch interconnects end offices. ICG does not interconnect end offices or perform trunk-to-trunk switching but rather performs line-to-trunk or trunk-to-line switching.

ICG provides a diagram attached to Mr. Starkey's testimony that explains their current network design. The design clearly shows that each of ICG's collocation arrangements serve only as an intermediate point in ICG's loop plant. Without specific information from ICG to the contrary, the "piece of equipment" in ICG's collocation cage appears to be nothing more than a Subscriber Loop Carrier which is part of loop technology and provides no "switching" functionality. ICG's switch is not providing a transport or tandem function, but is switching traffic through its end office for delivery of traffic from that switch to the called party's premises. No switching is performed in these collocation arrangements. These lines are simply long loops transported to ICG's switch; they are not trunks. Long loop facilities do not qualify as facilities over which local calls are transported and terminated as described by the Act and therefore are not eligible for reciprocal compensation.

BellSouth is proposing to pay reciprocal compensation to ICG on the same basis that BellSouth bills reciprocal compensation to ICG. As noted earlier, when a CLEC elects to interconnect directly its switch to a BellSouth end office via trunk facilities, BellSouth does not charge the CLEC for tandem switching. When such direct end office interconnection is made, BellSouth does not perform a tandem function to terminate calls from the CLEC's end users. Because there is no tandem function performed, there are no costs for tandem switching and common transport to be recovered.

Mr. Starkey suggests that BellSouth should compensate ICG for transporting its traffic from the point of interconnection to each of the ICG collocation arrangements. Collocation arrangements, however, in this instance are not switching points or end offices. There are no trunks interconnecting ICG's switch with these collocation arrangements. Instead, these are simply end user customer lines transported from the customer to the ICG 5ESS switch. There is no similarity between this situation and direct connection of ICG's switch with a BellSouth end office.

Q. NOW THAT YOU HAVE EXPLAINED THE FUNCTIONAL DIFFERENCES BETWEEN TANDEM SWITCHES AND THE METHOD BY WHICH ICG SERVES ITS CUSTOMERS, HOW IS THIS RELEVANT TO THIS ISSUE NO. 7?

A. Reciprocal compensation was designed to compensate a carrier for the cost of transporting and terminating local calls when the originating carrier collects

the revenue. ICG's collocation site is not a switching point because no switching is performed at that site. Therefore the lines that ICG carries from its collocation arrangements are not trunks from one end office to another, but simply part of the loops that terminate at the ICG 5ESS switch. Reciprocal compensation does not compensate a carrier for loop costs. Loop costs, which are non-traffic sensitive costs, are recovered in the rates charged by the LEC to its end user customers. In its August 1996 Order, the FCC clearly indicates what should be charged for terminating a call:

> *We find that, once a call has been delivered to the incumbent LEC end office serving the called party, the 'additional cost' to the LEC of terminating a call that originated on a competing carrier's network primarily consists of the traffic-sensitive component of local switching. The network elements involved with the termination of traffic include the end-office switch and local loop. The costs of local loops and line ports associated with local switches do not vary in proportion to the number of calls terminated over these facilities. We conclude that such non-traffic sensitive costs should not be considered 'additional costs' when a LEC terminates a call that originated on the network of a competing carrier.* First Report and Order ¶ 1057

As the FCC explains above, the loops that serve ICG's end user customers do not qualify as either transport or termination for the purpose of reciprocal compensation.

Q. CAN YOU PROVIDE AN EXAMPLE WHERE BELLSOUTH SERVES

CUSTOMERS IN A SIMILAR MANNER TO ICG?

A. Yes. As I explained above, ICG is doing nothing more than providing long loops from its end user customers to its end office switch by way of collocation arrangements. BellSouth often serves its end user customers via long loops as well. For long loop situations, BellSouth typically runs the loop from the customer's premises to a remote terminal in the field where it is placed on a digital loop carrier (DLC) with other loops and transported to the serving end office.

The ICG and BellSouth situations are analogous. ICG's collocation arrangements are simply gathering points for loops where they can be placed onto another loop technology, such as DLC, to be carried to the ICG 5ESS switch. This function is the same function performed by a remote terminal or other intermediate loop device such as a distribution interface in BellSouth's loop plant. ICG has simply chosen to locate this loop plant in a collocation space. Consistent with this understanding, for ICG's calls transported and terminated to a BellSouth end user customer, BellSouth receives the applicable reciprocal compensation rate to the serving end office. BellSouth does not charge additional reciprocal compensation beyond the end office simply because BellSouth has served its end user customer with a long loop. As explained previously, BellSouth receives compensation for its loop cost through monthly service rates paid by the end user customer. This same situation should hold true for ICG. BellSouth should not compensate ICG because ICG has elected to haul all of its customers' service via long loop

facilities to ICG's end office switch. ICG should recover its loop costs from its end user customers just as BellSouth does. Again, as the FCC explained in ¶ 1057, the FCC does not allow a carrier to be compensated for loop costs through reciprocal compensation.

Q. HAVE ANY STATE COMMISSIONS IN BELLSOUTH'S REGION PREVIOUSLY RULED ON THE ISSUE OF TANDEM SWITCHING COMPENSATION WHEN TANDEM SWITCHING IS NOT PERFORMED?

A. Yes. The Florida Public Service Commission, in Order No. PSC-97-0297-FOF-TP, Docket 962120-TP, dated March 14, 1997, concluded at pages 10-11: "We find that the Act does not intend for carriers such as MCI to be compensated for a function they do not perform. Even though MCI argues that its network performs 'equivalent functionalities' as Sprint in terminating a call, MCI has not proven that it actually deploys both tandem and end office switches in its network. If these functions are not actually performed, then there cannot be a cost and a charge associated with them. Upon consideration, we therefore conclude that MCI is not entitled to compensation for transport and tandem switching unless it actually performs each function." Similarly, Florida Order No. PSC-96-1532-FOF-TP, Docket No. 960838-TP, dated December 16, 1996, states at page 4: "The evidence in the record does not support MFS' position that its switch provides the transport element; and the Act does not contemplate that the compensation for transporting and terminating local traffic should be symmetrical when one party does not actually use the network facility for which it seeks compensation.

Accordingly, we hold that MFS should not charge Sprint for transport because MFS does not actually perform this function." Reinstatement of the FCC's rules does not alter the correctness of the Florida Commission's conclusions. The Authority should reach a similar conclusion in this proceeding.

In the ICG arbitration case in North Carolina (Docket No. P-582, Sub 6), the Recommended Arbitration Order dated November 4, 1999 states that BellSouth should be required to pay ICG for tandem switching as requested by ICG, when ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch; this recommendation is pending a reply comment phase and final decision. In addition, the Alabama Public Service Commission voted on this issue on November 1, 1999, and appears to have adopted ICG's position; however, the written order has not yet been issued (Docket No. 27069).

Q. DID THE CALIFORNIA PUBLIC UTILITIES COMMISSION ADOPT BELLSOUTH'S THEORY ON THIS ISSUE?

A. Yes. In its Decision No. 99-09-069, dated September 16, 1999, the Public Utilities Commission of California determined in an arbitration proceeding between MFS/WorldCom and Pacific Bell (Application 99-03-047) that "a party is entitled to tandem and common transport compensation only when the party actually provides a tandem or common transport function." (Page 16) The California Commission further found unpersuasive MFS/WorldCom's argument that its network serves a geographic area comparable in size to the

that served by Pacific Bell's tandem switch.

Q. ON PAGE 13, MR. STARKEY STATES THAT THE AUTHORITY HAS ADOPTED A PROXY PRICE OF $.0050 FOR TRANSPORT AND TERMINATION OF LOCAL TRAFFIC THROUGH THE BELLSOUTH TANDEM. PLEASE COMMENT.

A. Apparently the proxy price that Mr. Starkey mentions is the rate for Total Interconnection Charge per minute as approved in the AT&T and MCI arbitration cases, Docket No. 96-01152 on November 25, 1996. This rate is the sum of the proxy rates for DS1 per minute of use, tandem switching, common transport per mile, common transport – facilities termination, and end office switching. The rate of $.0050 is not appropriate, because it is not cost based, and because it includes all of the elements listed, regardless of whether all functions are being performed. BellSouth's position is that, when the tandem switching function is actually performed, the tandem switching rate to be approved in Docket 97-01262 should be applied, retroactive to the effective date of the new interconnection agreement.

Issue 3: Where, how and at what rate should BellSouth make available packet-switching capabilities as UNEs throughout the term of the contract, including: (a) user-to-network interface ("UNI") at 56 kbps, 64 kbps, 128kbps, 256 kbps, 384 kbps, 1.544 Mbps, 44.736 Mbps; (b) network-to-network interface ("NNI") at 56 kbps, 64 kbps, 1.544 Mbps, 44.736 Mbps; and (c) data link control identifiers ("DLCIs"), at committed information rates ("CIRs") of 0 kbps, 8 kbps, 9.6 kbps, 16 kbps, 19.2

kbps, 28 kbps, 32 kbps, 56 kbps, 64 kbps, 128 kbps, 192 kbps, 256 kbps, 320 kbps, 384 kbps, 448 kbps, 512 kbps, 576 kbps, 640 kbps, 704 kbps, 768 kbps, 832 kbps, 896 kbps, 960 kbps, 1.024 Mbps, 1.088 Mbps, 1.152 Mbps, 1.216 Mbps, 1.280 Mbps, 1.344 Mbps, 1.408 Mbps, 1.472 Mbps, 1.536 Mbps, 1.544 Mbps, [sic] Mbps, 3.088 Mbps, 4.632 Mbps, 6.176 Mbps, 7.720 Mbps, 9.264 Mbps, 10.808 Mbps, 12.350 Mbps, 13.896 Mbps, 15.440 Mbps, 16.984 Mbps, 18.528 Mbps, 20.072 Mbps? If so, what are the proposed rates?

Q. AT PAGE 7 OF HIS TESTIMONY, MR. HOLDRIDGE ACKNOWLEDGES THAT IN ITS SEPTEMBER 15, 1999 DECISION, THE FCC DECLINED TO UNBUNDLE PACKET SWITCHING. HE THEN ATTEMPTS TO CONVINCE THE AUTHORITY THAT IT SHOULD STILL REQUIRE SUCH UNBUNDLING. PLEASE COMMENT.

A. Although Mr. Holdridge appears to acknowledge that the FCC's decision does not require ILECs to unbundle packet switching, Mr. Holdridge suggests that the Authority can, nonetheless, direct BellSouth to offer packet switching elements at TELRIC rates. Mr. Holdridge is incorrect. Any unbundling by the Authority cannot conflict with any decision by the FCC. The FCC has specifically exempted packet switching as requested by ICG from unbundling requirements. A decision by the Authority to require such unbundling would conflict with the FCC's rules on this subject.

Q. DID THE FCC ADDRESS THIS ISSUE IN ITS RECENT *THIRD REPORT AND ORDER AND FOURTH FURTHER NOTICE OF PROPOSED*

RULEMAKING?

A. Yes. The FCC stated at Paragraph 306 of the Order that "[w]e decline at this time to unbundle the packet switching functionality, except in limited circumstances." *Third Report and Order*, ¶ 306. The limited circumstance to which the FCC refers relates to DSLAMs. *Third Report and Order*, ¶ 313. The FCC also specifically stated that "[w]e further decline to unbundle specific packet switching technologies incumbent LECs may have deployed in their networks ...[w]e reject e.spire/Intermedia's request for a packet switching or frame relay unbundled network element." *Third Report and Order*, ¶¶ 311-312.

Consequently, there is no general obligation to unbundle packet switching. DSLAMs may be required to be unbundled in certain circumstances. For DSLAMs to be unbundled there are criteria that must be met. One of those is that there are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer. Consequently, whether unbundling of the DSLAM component of packet switching is required is limited to those specific cases where there is no alternative means available to ICG to access the customer. This situation occurs in few, if any, circumstances in BellSouth's network.

Q. DID THE FCC ADDRESS WHETHER THE STATE COMMISSIONS SHOULD BE INVOLVED IN THIS ISSUE?

A. Yes. The FCC stated that "e.spire/Intermedia are free to demonstrate to a state commission that lack of unbundled access to the incumbent's frame relay network element impairs their ability to provide the services they seek[s] to offer." *Third Report and Order*, ¶ 312. The FCC went on to state, however, that the state commission must look at this issue "consistent with the principles set forth in this order." *Third Report and Order*, ¶ 312.

Q. DID THE FCC ADDRESS THE NATURE OF THE ADVANCED SERVICES MARKET?

A. Yes. The FCC stated that "[c]ompetitive LECs and cable companies appear to be leading the incumbent LECs in their deployment of advanced services." *Third Report and Order*, at ¶ 307. The FCC also recognized "that equipment needed to provide advanced services, such as DSLAMs and packet switches, are available on the open market at comparable prices to incumbents and requesting carriers alike." *Third Report and Order*, at ¶ 308. Finally, the FCC stated that the "record demonstrates that competitors are actively deploying facilities used to provide advanced services to serve certain segments of the market – namely, medium and large business – and hence they cannot be said to be impaired in their ability to offer service, at least to these segments without access to the incumbent's facilities." *Third Report and Order*, ¶ 306.

Q. WHY DO ADVANCED SERVICES FAIL TO MEET THE NECESSARY AND IMPAIR STANDARDS?

A. Advanced services represent a new market where ILECs such as BellSouth have no competitive advantage. As stated in the FCC's *Third Report and Order*, ¶ 307, "Both the record in this proceeding, and our findings in the *706 Report,* establish that advanced services providers are actively deploying facilities to offer advanced services such as xDSL across the country. Competitive LECs and cable companies appear to be leading the incumbent LECs in their deployment of advanced services." ILECs are not the predominant providers in the advanced services market. Both cable and wireless providers are ahead of ILECs in rolling out advanced services and market facts referred to in BellSouth's Comments filed in the FCC's 319 proceeding demonstrate that advanced services may be provided equally well, or better, over other networks. The FCC in its *Advanced Services Report* suggested that cable providers are farthest ahead, followed by wireless providers, then CLECs.

Further, any requirement to unbundle advanced services would apply to BellSouth's investment dollars and not to existing networks and equipment. If BellSouth invests in advanced services only to have to unbundle that investment at cost-based prices, such action destroys the incentive to further invest in innovative advanced services. On the other hand, it discourages other potential providers of such services from investing in networks and equipment because they can get a free-ride on the ILEC. This surely is not the outcome intended by the 1996 Act. In the Supreme Court's January decision *in Iowa Utilities Board,* Justice Breyer said it best when he stated, "A totally unbundled world...is a world in which competitors would have little, if

anything, to compete about. Such a world is not what the Act envisions." 525 U.S.___, 142 L. Ed. 2d 834, 880.

Q. AT PAGE 9, MR. HOLDRIDGE STATES THAT PACKET SWITCHING CAPABILITIES SHOULD BE PRICED AT TELRIC TO INSURE THAT "RATES FOR THE FINISHED SERVICES ICG PROVIDES TO ITS CUSTOMERS WILL BE COMPETITIVE WITH ANY POTENTIAL OFFERINGS FROM BELLSOUTH." PLEASE COMMENT.

Q. As explained above, the advanced services market is a new market for all providers of telecommunications services, including BellSouth. As such, BellSouth holds no competitive advantage over provision of advanced services to end user customers. As the FCC's September 15, 1999 Press Release stated:

> *Given the nascent nature of this market and the desire of the Commission to do nothing to discourage the rapid deployment of advanced services, the Commission declined to impose an obligation on incumbents to provide unbundled access to packet switching or DSLAMs at this time. The Commission further noted that competing carriers are aggressively deploying such equipment in order to serve this emerging market sector.* [Emphasis added]

Given the aggressive deployment of advanced services equipment, companies such as ICG should have no problem in obtaining competitive prices for the capabilities they desire for the provision of competitive advanced services.

Issue 4: Should a local loop combined with dedicated transport be provided as a

UNE? If so, what is the proposed rate?

Q. IS THE ENHANCED EXTENDED LOOP A UNE AS SUGGESTED BY MR. HOLDRIDGE AT PAGE 10 OF HIS TESTIMONY?

A. No. The FCC did not include the EEL on the UNE list. Apparently, the FCC did consider whether EELs should be on the list of UNEs and decided EELs should not be a network element. To provide EELs as requested by ICG, BellSouth would have to combine UNEs, an activity that BellSouth is not required to do.

Q. DID THE FCC ADDRESS THIS ISSUE IN THE *THIRD REPORT AND ORDER*?

A. Yes. The FCC held that "[w]e decline to define the EEL as a separate network element in this Order. As discussed above, the Eighth Circuit is currently reviewing whether rules 51.315(c)– (f) should be reinstated. We see no reason to decide now whether the EEL should be a separate network element, in light of the Eighth Circuit's review of those rules." *Third Report and Order*, ¶ 478.

Q. TO WHAT EXTENT ARE THERE CURRENTLY COMBINED UNES THAT CONSTITUTE AN EXTENDED LOOP AS MR. HOLDRIDGE CONTENDS?

A. The only potential circumstances where there may be currently combined

UNEs that constitute an EEL is where ICG has previously purchased special access services that terminate in its collocation space. BellSouth is still determining whether even this circumstance does, in fact, constitute currently combined UNEs. Even if it does, it is unclear whether ICG can convert the special access to UNEs prior to completion of the FCC's Further Notice of Proposed Rulemaking.

Q. MR. HOLDRIDGE STATES (AT PAGE 10) THAT BY USING EELS, ICG COULD SERVE CUSTOMERS LOCATED IN AREAS WHERE ICG HAS INSUFFICIENT CUSTOMERS TO JUSTIFY THE COST OF COLLOCATION. PLEASE RESPOND?

A. ICG should look to Section 251 of the Act for guidance, where the resale provisions of the Act are made to order for this situation. In drafting the Act, Congress recognized that there would be situations in which a CLEC might be unable to economically serve customers using UNEs until such time as the CLEC developed sufficient customers in a location to justify placing a collocation arrangement. Resale allows a CLEC to obtain customers and, when it has a sufficient number of customers to justify a collocation arrangement, the CLEC can convert those customers to the CLEC's service. BellSouth should not be required to fund a CLEC's expansion plans by requiring BellSouth to provide EELs to CLECs at TELRIC pricing.

Q. DID THE FCC DISCUSS BELLSOUTH'S CONCERN ABOUT ARBITRAGE OF SPECIAL ACCESS IN ITS RECENT *THIRD REPORT*

AND ORDER?

A. Yes. The FCC concluded as follows:

> "We conclude that the record in this phase of the proceeding is insufficient for us to determine whether or how our rules should apply in the discrete situation involving the use of dedicated transport links between the incumbent LEC's serving wire center and an interexchange carrier's switch or point of presence (or "entrance facilities"). Only a handful of parties commented on the special access arbitrage issue that was first raised by BellSouth's August 9, 1999, *ex parte* filing. We believe that we should fully explore the policy ramifications of applying our rules in a way that potentially could cause a significant reduction of the incumbent LECs' special access revenues prior to full implementation of access charge and universal service reform." *Third Report and Order*, ¶ 489.

Q. DOES THE FCC PLAN TO REVISIT THE ISSUE OF LIMITATIONS ON SPECIAL ACCESS?

A. Yes. The Commission issued a Fourth Further Notice of Proposed Rulemaking to consider, in part, "whether there is any basis in the statute or our rules under which incumbent LECs could decline to provide entrance facilities at unbundled network element prices." *Third Report and Order*, ¶ 494. The NPRM will address the concern "that allowing requesting carriers to

obtain combinations of loop and transport unbundled network elements based on forward-looking cost would provide opportunities for arbitrage of special access services." *Third Report and Order*, ¶ 494.

Issue 6: Should volume and term discounts be available for UNEs? Have specific volumes and terms for given items been identified? If so, what are they?

Q. AT PAGES 16-17, MR. STARKEY SUGGESTS THAT NEGOTIATIONS WITH BELLSOUTH ARE AIMED AT OBTAINING A COMMERCIAL RELATIONSHIP SIMILAR TO THOSE ICG HAS WITH OTHER SUPPLIERS. PLEASE RESPOND.

A. Mr. Starkey states that one of the common commercial arrangements ICG enters into is volume and term discounts. Mr. Starkey fails to acknowledge one critical point; the baseline prices that ICG's other suppliers negotiate from are not cost-based prices. BellSouth is in a unique position as supplier to ICG and other CLECs in that BellSouth's prices are already cost-based prices. Other suppliers simply reduce their profit margin to offer volume and term discounts. Prices based on TELRIC do not contain any profit margin. Therefore, it is not appropriate to require BellSouth to further reduce prices that are already set at cost. Further, if Congress or the FCC has intended for CLECs to receive volume and term discounts, they could easily have included such a specific requirement in the Act and/or the FCC's rules. They did not.

Q. MR. STARKEY SUGGESTS (AT PAGE 23) THAT BELLSOUTH USES

VOLUME AND TERM DISCOUNTS IN ITS RETAIL PRICING STRUCTURE AND THAT COMPETITIVE MARKETS REQUIRE SUCH PRICING. PLEASE RESPOND.

A. Once again Mr. Starkey misses a critical point. If UNEs were provided in a competitive market, they wouldn't be UNEs, in that BellSouth would be able to sell them at market rates as opposed to TELRIC prices. At such time as UNEs are available from a variety of sources, they will no longer be required to be provided by BellSouth and certainly not at TELRIC prices. Tariffed services, with the exception of certain basic local exchange services, are priced above cost and contain some amount of contribution that can be foregone under volume and term arrangements. No such latitude exists with UNEs priced at cost.

Q. PLEASE RESPOND TO MR. STARKEY'S CONTENTION (PAGES 20-22) THAT VOLUME AND TERM COMMITMENTS BY ICG WOULD REDUCE TELRIC PRICES.

A. There is no rational basis for ICG's position. The basic flaw in Mr. Starkey's analysis is that he assumes that TELRIC prices were based on network costs as they are instead of what they are projected to be. For example, Mr. Starkey's claim that a volume commitment by ICG would increase the utilization of plant ignores the way the costs were developed. Plant utilization in the study represents the Authority's view of plant utilization in the future. Any impact of volume requested by ICG is already included in this utilization percentage.

Ms. Caldwell addresses this subject in greater detail in her rebuttal testimony.

Q. PLEASE RESPOND TO MR. STARKEY'S CONTENTION (PAGE 22) THAT LONG-TERM COMMITMENTS BY ICG WOULD MINIMIZE BELLSOUTH'S RISK OF STRANDED INVESTMENT.

A. Mr. Starkey is basing his conclusion on an incorrect understanding of the cost studies. He is correct that in the retail world the risk of stranded plant costs would be reduced by a term commitment. However, none of the costs that a term commitment would reduce are included in TELRIC. Therefore, the impact of any reduction, even if it exists, is irrelevant with respect to UNE prices. The other major point that Mr. Starkey misses is that retail prices typically exceed costs. Consequently, discounts due to term commitments simply reduce the level of contribution, not the level of costs. UNE prices do not include any contribution. And since there are no savings of TELRIC costs, there is no basis for offering term discounts.

Issue 5: Should BellSouth be subject to liquidated damages or other concessions or remedies for failing to meet the time intervals for provisioning UNEs? If so, what level of damages, concessions or remedies are appropriate? What time intervals?

Issue 19: Should BellSouth be required to pay liquidated damages when BellSouth fails to install, provision, or maintain any service in accordance with the due dates set forth in an interconnection agreement between the Parties?

Issue 20: Should BellSouth continue to be responsible for any cumulative failure in a one-month period to install, provision, or maintain any service in accordance with the due dates specified in the interconnection agreement with ICG?

Issue 21: Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the requirements imposed by the interconnection agreement with ICG (or the service is interrupted causing loss of continuity or functionality)?

Issue 22: Should BellSouth continue to be responsible when the duration of service's failure exceeds certain benchmarks?

Issue 23: Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the grade of service requirements imposed by the interconnection agreement with ICG?

Issue 24: Should BellSouth continue to be responsible when the duration of service's failure to meet the grade of service requirements exceeds certain benchmarks?

Issue 25: Should BellSouth be required to pay liquidated damages when BellSouth fails to provide any data in accordance with the specifications of the interconnection agreement with ICG?

Issue 26: Should BellSouth continue to be responsible when the duration of its failure to provide the requisite data exceeds certain benchmarks?

Q. MS. ROWLING ADDRESSES PERFORMANCE MEASURES AND ENFORCEMENT MECHANISMS IN HER TESTIMONY, SPECIFICALLY RECOMMENDING THAT THE AUTHORITY APPROVE THE TEXAS PLAN PER EXHIBITS 1 AND 2 TO HER TESTIMONY. PLEASE RESPOND.

A. Performance measurements and performance guarantees, or penalties, in the "Texas Plan" are two separate and distinct issues. The issue of performance measurements is addressed in Mr. Coon's testimony. My direct testimony addresses several reasons why ICG's request for penalties should be denied. It is unnecessary for the Authority to mandate recourse through a penalty mechanism.

Q. CAN DISPUTES OVER PERFORMANCE BE HANDLED IN ANOTHER MANNER?

A. Yes. For example, the Georgia Public Service Commission ("GPSC") established an expedited dispute resolution process in its proceeding on performance measures (Docket Number 7892-U). This process specifies that when a performance dispute arises, BellSouth and the CLEC will immediately assemble a Joint Investigative Team to be co-chaired by representatives of BellSouth and the CLEC. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. If the dispute cannot be resolved between the companies, then either party to the dispute may file a formal complaint with

the GPSC for binding mediation. A ruling must be made within 15 days of the filing of the complaint. Such a mechanism solves the problem. It is interesting to note, however, that ICG has not availed itself of the process in Georgia. All ICG's proposal does is create another set of issues to dispute. In addition, remedies also exist through the FCC and the courts if BellSouth is not performing.

Q. IF THE AUTHORITY CHOOSES TO IMPOSE ENFORCEMENT MECHANISMS, WHAT IS BELLSOUTH'S ALTERNATIVE?

A. As stated in my direct testimony, BellSouth is currently working with the FCC to finalize BellSouth's proposal for self-effectuating enforcement measures. It would be fruitless to include a penalty plan in an interconnection agreement until BellSouth has reasonable assurance that the plan will satisfy the FCC's concerns under Section 271 of the Act. Once finalized, and upon grant of 271 relief in Tennessee, these voluntary enforcement mechanisms would be made available to all CLECs with interconnection agreements in Tennessee.

Q. WHAT ARE SOME GENERAL CONCERNS WITH THE TEXAS PLAN?

A. There are several concerns with the performance remedies of the Texas Plan. Aside from the concerns BellSouth has already raised: (1) the penalties are arbitrary, (2) penalties are applied on a daily basis, so the amounts can be unjustifiably huge, with no opportunity for BellSouth to mitigate the problem, (3) concerns have been raised regarding the proposed statistical tests during the

Louisiana collaborative process, in which the parties have been working on an appropriate test for months, and (4) the remedies create an incentive for ICG to cause poor performance.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

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AFFIDAVIT

STATE OF GEORGIA)
:
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Alphonso J. Varner, Senior Director-State Regulatory for BellSouth Telecommunications, Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 99-00377 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 29 pages and 0 exhibit(s).

Alphonso J. Varner

Sworn to and subscribed
before me this 15th
day of October, 1999

NOTARY PUBLIC

TERESA L. ROCKWELL
Notary Public, Gwinnett County, Georgia
My Commission Expires October 28, 2001

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

[✓] Hand
[ ] Mail
[ ] Facsimile
[ ] Overnight

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