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July 18, 2000

RECD TN REGULATORY AUTH
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EXECUTIVE SECRETARY

VIA HAND DELIVERY

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

Re: *Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Intermedia Communications Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*
Docket No. 99-00948

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of testimony on behalf of BellSouth Telecommunications, Inc. as follows:

Cynthia K. Cox
David A. Coon
W. Keith Milner

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

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

POSTED 7-18-00

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CERTIFICATE OF SERVICE

I hereby certify that on July 18, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

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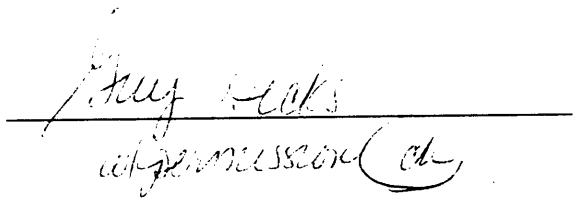
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BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF CYNTHIA K. COX

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00948

JULY 18, 2000

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

A. My name is Cynthia K. Cox. 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. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from the University of Cincinnati in 1981 with a Bachelor of Business Administration degree in Finance. I graduated from the Georgia Institute of Technology in 1984 with a Master of Science degree in Quantitative Economics. I immediately joined Southern Bell in the Rates and Tariffs organization with the responsibility for demand analysis. In 1985 my responsibilities expanded to include administration of selected rates and tariffs including preparation of tariff filings. In 1989, I accepted an assignment in the North Carolina regulatory office where I was BellSouth's primary liaison with

the North Carolina Utilities Commission Staff and the Public Staff. In 1993, I accepted an assignment in the Governmental Affairs department in Washington D.C. While in this office, I worked with national organizations of state and local legislators, NARUC, the FCC and selected House delegations from the BellSouth region. In February 2000, I was appointed Senior Director of State Regulatory.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to present BellSouth's position on many of the unresolved issues in the negotiations between BellSouth and Intermedia Communications, Inc. ("Intermedia"). Specifically, I respond to the following issues: 2(a), 3, 7, 12, 13(a), 18(c), 25, 26, 31, 32, 33, 37, 39(a-d) and 48. BellSouth witnesses Mr. Keith Milner and Mr. Dave Coon will also present testimony.

Q. FOR WHICH UNBUNDLED NETWORK ELEMENTS ("UNEs") IS BELLSOUTH PROPOSING RATES IN THIS PROCEEDING?

A. In this proceeding, BellSouth proposes interim rates subject to true-up for the following UNEs:

- Unbundled Sub-loop Feeder and Distribution
- Loop Channelization and CO Interface (Inside CO)
- High Capacity Unbundled Local Loop – DS3, OCn, STS-1
- Local Channel Dedicated – DS3, OCn, STS-1

- Interoffice Dedicated Transport – DS3, OCn, STS-15
- Dark Fiber
- Unbundled Network Terminating Wire
- Unbundled Loop Modification

Exhibit CKC-1 attached to my testimony provides BellSouth's proposed rates. To the extent that BellSouth has previously filed a TELRIC-based study with the Authority for any of these elements, BellSouth proposes those rates be used in the Interconnection Agreement on an interim basis, subject to a retroactive true-up, until such time as the Authority determines permanent rates.

For the remaining elements, where BellSouth has not yet prepared a Tennessee-specific TELRIC-based study, BellSouth proposes interim rates be established based on a TELRIC study it recently submitted in the Intermedia Arbitration in North Carolina, Docket No. P-55, Sub 1178. Again, these interim rates would be subject to retroactive true-up when the Authority establishes permanent rates for these elements. Due to an oversight, cost studies and proposed rates for two elements (Local Channel – Dedicated – DS3 and STS-1 per mile) were not included in the afore-mentioned North Carolina filing. As such, BellSouth is proposing interim rates for these two elements consistent with the TELRIC-based rates filed in its 5/4/00 Statement of Generally Available Terms and Conditions ("SGAT") in Georgia.

The Authority has opened Docket No. 00-00544, and BellSouth will, with the Authority's approval, file Tennessee-specific TELRIC studies in that generic docket for certain UNEs, including the UNEs with rates marked as interim on

Exhibit CKC-1. BellSouth expects that permanent rates established by the Authority in a generic UNE proceeding would be applied on a retroactive basis from the date that Intermedia established the specific service to the effective date of the Authority's order establishing such permanent rates.

Q. PRIOR TO ADDRESSING THE SPECIFIC UNRESOLVED ISSUES, DO YOU HAVE ANY GENERAL COMMENTS TO MAKE?

A. Yes. As the Authority is aware, BellSouth's Petition for Arbitration with Intermedia specified ten issues that BellSouth understood were still unresolved between the parties. However, in its Petition, BellSouth stated that shortly before the deadline for filing the Petition for Arbitration, Intermedia presented BellSouth with many additional issues that Intermedia believed were in dispute. When Intermedia filed its Answer to BellSouth's Petition, Intermedia identified the thirty-eight specific additional issues. Through continued negotiations, numerous issues have been resolved, both from the original ten issues BellSouth identified and from the thirty-eight additional issues which Intermedia identified. BellSouth will note in its testimony which issues no longer require arbitration.

Issue 1: Should the parties wait for final and nonappealable legislative, regulatory, judicial, or other legislation before amending the contract to implement such actions?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 2: Should the definition of "Local Traffic" for purposes of the Parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act include the following:

(a) ISP traffic,

(b) False traffic deliberately generated for the sole purpose of obtaining increased reciprocal compensation (e.g., Router-Router traffic)?

Q. WHAT IS BELLSOUTH'S PROPOSED DEFINITION OF LOCAL TRAFFIC?

A. BellSouth has proposed the following definition of local traffic for inclusion in the Interconnection Agreement with Intermedia:

> Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other **exchange within the same**[1] local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. Local

[1] Reflects clarification of the local traffic definition as proposed by BellSouth. The proposed interconnection agreement between the parties should also be amended to reflect this clarification.

obligations under Section 251(b)(5) apply only to local traffic. ISP-bound traffic constitutes access service, which is clearly not local traffic.

Q. IS THE ISSUE OF PAYMENT OF RECIPROCAL COMPENSATION FOR ISP-BOUND TRAFFIC ARBITRATABLE?

A. No. ISP-bound traffic is access service. Consequently, compensation for joint provision of this service is not an obligation under the Act. Also, such service is predominantly interstate in nature and is within the exclusive jurisdiction of the FCC. The determination of the appropriate inter-carrier compensation for ISP-bound traffic is an issue to be decided by the FCC and is not an appropriate issue for an arbitration under Section 252 of the Act.

Q. WHAT IS INTERMEDIA'S POSITION CONCERNING THE DEFINITION OF LOCAL TRAFFIC?

A. Intermedia's position is that the definition of Local Traffic should include ISP-bound calls, and that such calls should be treated as local traffic for purposes of reciprocal compensation. As I will show, Intermedia's position is clearly at odds with the FCC's findings and should not be endorsed by the Authority.

Q. WHY IS THE DEFINITION OF LOCAL TRAFFIC IN INTERMEDIA'S ORIGINAL AGREEMENT NOT SUFFICIENT?

A. The definition of Local Traffic included in older interconnection agreements,

such as Intermedia's original agreement, has been the subject of controversy as to the meaning of the language. In particular, a new Local Traffic definition is needed to explicitly specify that ISP-bound traffic is not included in the definition of Local Traffic.

Q. HOW DO THE ACT AND THE FCC'S FIRST REPORT AND ORDER IN CC DOCKET 96-98 ADDRESS RECIPROCAL COMPENSATION?

A. Reciprocal compensation applies only when local traffic is terminated on either party's network. One of the Act's basic interconnection rules is contained in 47 U.S.C. § 251(b)(5). That provision requires all local exchange carriers "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Section 251(b)(5)'s reciprocal compensation duty arises, however, only in the case of local calls. In fact, in its August 1996 Local Interconnection Order (CC Docket No. 96-98), paragraph 1034, the FCC made it perfectly clear that reciprocal compensation rules do not apply to interstate or interLATA traffic such as interexchange traffic:

> We conclude that Section 251(b)(5), reciprocal compensation obligation, should apply only to traffic that originates and terminates within a local area assigned in the following paragraph. We find that reciprocal compensation provisions of Section 251(b)(5) for transport and termination of traffic do not apply to the transport and termination of interstate or intrastate interexchange traffic.

The FCC's interpretation of reciprocal compensation applying only to local traffic is consistent with the Act, which established a reciprocal compensation mechanism to encourage local competition.

Q. IS BELLSOUTH'S POSITION REGARDING JURISDICTION OF ISP-BOUND TRAFFIC CONSISTENT WITH THE FCC'S FINDINGS AND ORDERS?

A. Yes. BellSouth's position is supported by, and is consistent with, the FCC's findings and Orders which state that, for jurisdictional purposes, traffic must be judged by its end-to end nature, and must not be judged by looking at individual components of a call. Therefore, for purposes of determining jurisdiction for ISP-bound traffic, the originating location and the final termination must be looked at from an end-to-end basis. BellSouth's position is consistent with long-standing FCC precedent which began in 1944 and has been reaffirmed several times since then. For example, in the December 23, 1999 Advanced Services Order, at Footnote 73, the FCC lists its previous decisions in 1988, 1992, 1995 and 1997 wherein it reached the same conclusion about the end-to-end nature of ISP traffic.

The FCC's makes plain that no part of an ISP-bound communication terminates at the facilities of an ISP, stating that "[w]ith respect to xDSL-based advanced services used to connect ISPs with their dial-in subscribers, the Commission has determined that such traffic does not terminate at the ISP's local server, but instead terminates at Internet websites that are often located in

Access Service includes services and facilities provided for the origination or termination of any interstate or foreign telecommunications. (47 CFR Ch. 1 §69.2(b)) (emphasis added)

Q. HAS THE AUTHORITY PREVIOUSLY, IN AN ARBITRATION PROCEEDING, ADDRESSED THE ISSUE OF WHETHER ISP-BOUND TRAFFIC IS SUBJECT TO RECIPROCAL COMPENSATION?

A. Yes. This issue was raised in several arbitrations before the Authority, namely, NEXTLINK, ICG, Time Warner and ITC^DeltaCom. ICG and BellSouth were able to reach agreement on the ISP issue. In the Authority's deliberations in the NEXTLINK, Time Warner and ITC^DeltaCom cases, the Authority determined that the parties are required to pay reciprocal compensation for ISP-bound traffic on an interim basis until the FCC issues rules establishing an inter-carrier compensation mechanism for such traffic. BellSouth respectfully disagrees with the Authority's prior decisions on this issue. Further, BellSouth has requested that the Authority clarify its decisions to specify that payments will be trued-up on a retroactive basis once the FCC establishes its mechanism.

Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART (B)?

A. BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Q. WHAT DOES BELLSOUTH REQUEST OF THIS AUTHORITY?

A. Should the Authority choose to address this issue in this arbitration, BellSouth respectfully requests the Authority to find BellSouth's proposed definition of Local Traffic is consistent with the parties' reciprocal compensation obligations under Section 251(b)(5) of the Act. In order to avoid potential future disputes between the parties concerning the applicability of reciprocal compensation to ISP-bound traffic, BellSouth requests the Authority find that the definition of Local Traffic should expressly exclude traffic to Internet Service Providers.

Issue 3: Should Intermedia be compensated for end office, tandem, and transport elements, for purposes of reciprocal compensation?

Q. PLEASE BRIEFLY EXPLAIN THIS ISSUE.

A. The Act and the FCC's rules established that, when two carriers are involved in delivery of local traffic, the originating carrier will reimburse the terminating carrier for the additional costs associated with the parts of the terminating carrier's network that are used to deliver that local traffic. The Act established reciprocal compensation as the mechanism for such reimbursement.

The elements potentially involved in the transport and termination of local traffic are end office switching, common interoffice transport and tandem

switching. However, all three elements are not involved in every local call. BellSouth proposes to bill CLECs for use of a tandem only when BellSouth performs the tandem switching function and, therefore, incurs the cost of tandem switching. Further, BellSouth proposes to pay CLECs the tandem switching rate only when the CLEC's switch covers a comparable geographic area and performs the functions of a tandem, as opposed to an end office, switch. However, Intermedia wants to charge BellSouth for tandem switching on every local call, regardless of whether Intermedia actually performs the function and incurs the cost of tandem switching.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. In order for Intermedia to appropriately charge tandem switching rate elements, Intermedia must demonstrate to the Authority that: 1) its switch serves a comparable geographic area to that served by BellSouth's tandem switch and that 2) its switch performs local tandem functions. Intermedia should only be compensated for the functions that it actually provides.

Intermedia proposes that a composite rate be calculated and applied to every call, regardless of which elements are actually used to terminate and transport the local traffic. Apparently, in Intermedia's view, the result of this application would be that BellSouth would pay Intermedia for all functions on all calls, regardless of what functions Intermedia actually performs on a given local call. However, BellSouth's position is that elemental rates are the appropriate rates to use because they more closely represent the costs incurred to transport and

terminate such local traffic.

BellSouth contends that carriers should be compensated only for those functions they actually perform. 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. A tandem switch connects one trunk to another trunk and is an intermediate switch or connection between an originating telephone call location and the final destination of the call. An end office switch is connected to a telephone subscriber and allows the call to be originated or terminated. If Intermedia's switch is an end-office switch, then it is handling calls that originate from or terminate to customers served by that local switch, and thus Intermedia's switch is not providing a tandem function. Intermedia is seeking to be compensated for functionality it does not provide.

Q. WHAT IS THE BASIS FOR BELLSOUTH'S POSITION ON THIS ISSUE?

A. Under Section 251(b)(5) of the Act, all local exchange carriers are required to establish reciprocal compensation arrangements for the transport and termination of telecommunications. 47 U.S.C. § 251(b)(5). The Act and the FCC's rules limited this obligation to local traffic. The terms and conditions for reciprocal compensation must be "just and reasonable," which requires the recovery of a reasonable approximation of the "additional cost" of terminating calls that originate on the network of another carrier. 47 U.S.C. § 252(d)(2)(A). In its Local Competition Order, the FCC stated that the "additional costs" of transporting and terminating traffic vary depending on

whether or not a tandem switch is involved. (¶ 1090) As a result, the FCC determined that state commissions may establish transport and termination rates that vary depending on whether the traffic is routed through a tandem switch or directly to a carrier's end-office switch. *Id.* To that end, BellSouth has separate rates for local switching, transport and tandem switching. When a CLEC's end user originates a call that terminates on BellSouth's network, BellSouth charges the CLEC reciprocal compensation based on the parts of BellSouth's network, as defined by the FCC, that are actually used to complete that particular call. BellSouth's position is that, when a BellSouth end user originates a call that terminates on the CLEC's network, the CLEC should charge reciprocal compensation to BellSouth based on the parts of the CLEC's network that are actually used to complete that particular call.

The FCC, of course, recognized that a CLEC might not configure its network precisely like BellSouth or any other incumbent carrier. In order to insure that a CLEC would receive the equivalent of a tandem switching rate if it were warranted, the FCC directed state commissions to do two things. First, the FCC directed state commissions to "consider whether new technologies (e.g., fiber ring or wireless network) performed 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." (Local Competition Order ¶ 1090) (emphasis added). Further, the FCC stated that "[w]here 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." *Id.*

Therefore the FCC posed two requirements that must be met before a CLEC would be entitled to compensation at both the end office and the tandem switching rate, as opposed to only the end office rate, for any particular local call. The switch involved has to serve the appropriate geographic area, and it has to perform tandem switching functions for local calls. BellSouth notes that in Section 51.711(a)(1) of its Local Competition Order, the FCC states that "symmetrical rates are rates that a carrier other than an incumbent LEC assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services." (emphasis added) Again, in Section 51.711(a)(3), the FCC states that "[w]here the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate."

Therefore, pursuant to Section 51.711, Intermedia must show not only that its switch covers the same geographic area as BellSouth's tandem switch but that Intermedia's switch is providing the same services as BellSouth's tandem switch for local traffic before charging BellSouth the tandem switching rate.

Q. HAS THE FCC DEFINED WHAT FUNCTIONS A TANDEM SWITCH MUST PROVIDE?

A. Yes, it has. In its recently released Order No. FCC 99-238, the FCC's rules at 51.319(c)(3) state:

> *Local Tandem Switching Capability.* The tandem switching capability network element is defined as:
>
> (i) Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;
>
> (ii) The basic switch trunk function of connecting trunks to trunks; and
>
> (iii) 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. HOW DOES THE FCC'S DEFINITION OF TANDEM SWITCHING APPLY TO THIS ISSUE?

A. The definition of the tandem switching capability network elements describes the function performed by a tandem switch. To receive reciprocal compensation for tandem switching, a carrier must be performing, for local traffic, all of the functions described in the FCC's definition of tandem switching. As stated in the FCC's definition, to provide tandem switching,

Intermedia's switch must connect trunks terminated in one end office switch to trunks terminated in another end office switch.

Q. HAS THIS AUTHORITY PREVIOUSLY, IN AN ARBITRATION PROCEEDING, CONSIDERED THE ISSUE OF APPLICABILITY OF RECIPROCAL COMPENSATION TO TANDEM SWITCHING?

Yes, in its deliberations in the ITC^DeltaCom arbitration, the Authority determined that ITC^DeltaCom did not satisfy its burden of proof on the tandem interconnection issue and, thus, is only entitled to be compensated at the end office rate in addition to applicable transport charges.

Q. HAVE ANY OTHER STATES IN BELLSOUTH'S REGION FOUND THAT CLECs ARE NOT DUE COMPENSATION FOR THE TANDEM SWITCHING ELEMENT?

A. Yes. The Florida Commission, in Florida Order No. PSC-97-0294-FOF-TP, Docket 961230-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."

On June 29, 2000, in Florida Docket No. 991854-TP (the BellSouth/Intermedia Arbitration), the Florida Staff issued its Recommendation finding that Intermedia did not prove that its switches in Florida perform the tandem switching function for local traffic, nor that its switches serve the same geographic area as BellSouth's tandem switches. Therefore, the Florida Staff recommended to the Florida Commission that Intermedia is not due compensation for the tandem switching element. The Florida Commission has not yet voted on its staff's recommendation.

Q. WHAT DOES BELLSOUTH REQUEST OF THIS AUTHORITY?

A. While BellSouth is not disputing Intermedia's right to compensation at the tandem rate where the facts support such a conclusion, BellSouth contends that Intermedia must satisfy the burden of proof that its switches actually perform the tandem switching function for local traffic and, further, that its switches serve a comparable geographic area as BellSouth's tandem switches. BellSouth requests two things of the Authority.

First, BellSouth requests the Authority to find that an elemental rate structure, rather than a composite rate structure, is appropriate for compensation of end office switching, tandem switching and common transport. Second, absent real evidence that Intermedia's switches actually serve a comparable geographic area as BellSouth's tandems, and absent real evidence that Intermedia's switches perform the functions of a tandem switch for local traffic, BellSouth requests the Authority to find that Intermedia is not entitled to the tandem switching rate.

Issue 4: Should BellSouth be required to pay for additional transport charges where Intermedia has configured its network in such a way that its switch is in a different LATA than Intermedia's end user customer?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 5: Should Intermedia be allowed to assign NPA/NXX's in such a way so as to make it impossible for BellSouth to distinguish local from non-local traffic for BellSouth originated traffic?

BellSouth understands that this issue is closed because it is subsumed in Issue 26.

Issue 7: What charges should Intermedia pay to BellSouth for space preparation for physical collocation?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. The issue of appropriate rates for physical collocation, including space preparation charges, has been addressed by this Authority in its January 24, 1997 Order, wherein the Authority found that it was appropriate to determine space preparation charges on an Individual Case Basis ("ICB"). In fact, the Authority noted that the Space Preparation Fee will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO.

BellSouth appreciates the Authority's previous ruling that space preparation charges should be ICB, primarily because BellSouth knew that it would not be possible to develop meaningful average costs/rates for the components of space preparation without first acquiring historical data. Over the past several years, BellSouth has completed hundreds of collocation arrangements for

CLECs, and is now in a better position to estimate average costs/rates for the components of space preparation that have previously been ICB. In fact, BellSouth recently filed a physical collocation tariff with the Florida Commission that includes rates for all components of space preparation. I have included these same rates on Exhibit CKC-1, and BellSouth proposes that the Authority adopt these rates for space preparation on an interim basis until such time as the Authority determines permanent Tennessee-specific rates. As with other interim rates proposed by BellSouth in this proceeding, these rates would be subject to a retroactive true-up.

However, BellSouth requests the Authority make clear that the rates for space preparation on Exhibit CKC-1 are offered in lieu of ICB. In other words, Intermedia cannot avail itself of the ICB process for space preparation should it expect that ICB rates in a particular central office would be lower than the average rates proposed by BellSouth.

Issue 11: Should BellSouth be required to provide reasonable and non-discriminatory access to UNEs in accordance with all effective rules and decisions by the FCC and this Commission?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide testimony on this issue if Intermedia should indicate otherwise.

Issue 12: What is the appropriate definition of "currently combines" pursuant to Rule 51.315(b)?

Q. PLEASE BRIEFLY EXPLAIN THIS ISSUE.

A. This issue simply addresses whether BellSouth is obligated to combine unbundled network elements for CLECs when the elements are not already combined in BellSouth's network.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that it will only provide combinations to CLECs such as Intermedia at TELRIC-based prices if the elements are, in fact, combined and providing service to a particular customer at a particular location. BellSouth has proposed the following language to Intermedia:

> Consistent with 47 C.F.R. § 51.315(b), Intermedia may request access to existing combinations of network elements in BellSouth's network, and BellSouth shall not separate requested network elements that BellSouth currently combines in its network, but shall provide such currently combined elements to Intermedia in the existing combination. For purposes of this Section, "currently combined" and "currently combines" mean that such elements are in fact combined by BellSouth in BellSouth's network to provide service to a particular customer at a particular location. Such currently combined network elements shall be made available at cost-based rates and shall be used by Intermedia to

provide a significant amount of local exchange service to a particular end user.

Q. DOES BELLSOUTH BELIEVE THAT INTERMEDIA IS AGREEABLE TO THE LANGUAGE PROPOSED BY BELLSOUTH?

A. Not entirely. The dispute centers around the meaning of "currently combined" and "currently combines." Again, BellSouth's position is that it will provide combinations to Intermedia at TELRIC if the elements are already combined and providing service to the customer. In other words, if BellSouth does not have to perform any physical work to effect the combination, then the combination will be provided at cost-based rates. However, Intermedia apparently considers "currently combined" and "currently combines" to refer to any service that BellSouth offers in its tariffs, whether or not the elements are physically combined and serving the particular customer in question.

Q. WHAT IS THE BASIS FOR BELLSOUTH'S POSITION?

A. BellSouth is under no obligation to combine UNEs for CLECs. In the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-238, released November 5, 1999 ("UNE Remand Order"), the FCC confirmed that incumbent LECs presently have no obligation to combine network elements for CLECs when those elements are not currently combined in BellSouth's network. The FCC rules, 51.315(c)-(f), that purported to require incumbent LECs to combine unbundled network elements were

vacated by the Eighth Circuit Court of Appeals and were neither appealed to nor reinstated by the Supreme Court. The question of whether those rules should be reinstated is pending before the Eighth Circuit, and the FCC recently explicitly declined to revisit those rules. (UNE Remand Order, ¶ 481)

The FCC also confirmed that when unbundled network elements, as defined by the FCC, are currently combined in BellSouth's network, BellSouth cannot separate those elements except upon request. Specifically, FCC Rule 51.315(b) states that "except upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines." 47 C.F.R. § 51.315(b). For example, when a loop and a port have already been combined by BellSouth to serve a particular customer, that combination of elements must be made available to CLECs to serve that particular customer. According to the FCC, requesting carriers are entitled to obtain such combinations "at unbundled network element prices." Id. at ¶ 480. Indeed, if the elements are not already combined, there is nothing for the incumbent to "separate."

Q. HOW DOES THE PREVIOUSLY DISCUSSED PROVISION OF THE UNE REMAND ORDER AFFECT THIS ISSUE?

A. There is no basis for the Authority to adopt an expansive view of "currently combines" so as to obligate BellSouth to combine elements for CLECs. As the FCC made clear, Rule 51.315(b) applies to elements that are "in fact" combined. See Id. ¶ 480 ("To the extent an unbundled loop is in fact

connected to unbundled dedicated transport, the statute and our rule 51.315(b) require the incumbent to provide such elements to requesting carriers in combined form"). The FCC declined to adopt a definition of "currently combines" as Intermedia proposes in this case, that would include all elements "ordinarily combined" in the incumbent's network. Id. (declining to "interpret rule 51.315(b) as requiring incumbents to combine unbundled network elements that are 'ordinarily combined' ..."). It is nonsensical to allege that the FCC meant for its Rule 51.315(b) to cover anything other than specific pre-existing combinations of elements for a customer when the Order specifically states that ILECs are not required to combine elements.

Q. HAS THE AUTHORITY PREVIOUSLY, IN AN ARBITRATION PROCEEDING, ADDRESSED THIS ISSUE?

A. Yes. In the NEXTLINK Arbitration Order dated May 18, 1999, the Authority found that "to the extent BellSouth is willing to combine transport and DCS for NEXTLINK, the parties should negotiate the charge that would apply to such combinations, with the combinations and charges not being subject to the requirements of the 1996 Act." (p. 9) Therefore, the Authority has already determined that BellSouth is not obligated under the Act to combine UNEs.

Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY?

A. BellSouth requests the Authority find that BellSouth's definition of "currently combines" comports with the Authority's and the FCC's findings.

Issue 13: Should BellSouth be required to:

a) provide access to enhanced extended links ("EELs") at UNE rates; and

b) allow Intermedia to convert existing special access service to EELs at UNE rates?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. First, let me address subpart (b). Earlier this month, BellSouth and Intermedia signed an amendment to the existing Interconnection Agreement enabling Intermedia to request and obtain conversion of special access service to EELs at UNE rates so long as Intermedia is using the facilities to provide a significant amount of local traffic. I have attached this amendment to my testimony as Exhibit CKC-2. Incorporation of this amendment into the Interconnection Agreement resolves subpart (b) of this issue. In fact, at the Louisiana Intermedia arbitration proceeding on July 13, 2000, the parties concurred on the record that Issue 13(b) is closed.

Because the amendment is a nine-state agreement, BellSouth understands that Issue 13(b) is closed for all BellSouth states. Therefore, I will not provide any further direct testimony on this issue at this time. Of course, should Intermedia indicate in its direct testimony that the issue remains open in Tennessee, BellSouth reserves its right to provide additional testimony on the issue.

Now, I will address subpart (a). The FCC declined to define the EEL as a separate network element in its UNE Remand Order. (Para 478) Accordingly, BellSouth currently has no obligation to provide CLECs with the EEL except where the UNEs of the EEL are "in fact" currently combined in BellSouth's network. Therefore, the dispute between the parties on Issue 13(a) is virtually the same as Issue 12 – whether BellSouth is required to provide to Intermedia, at cost-based rates, the elements that comprise the EEL when such elements are not, in fact, combined and providing service to the customer Intermedia wishes to serve. As I explained in my discussion of Issue 12, BellSouth is not required to provide combinations of elements at cost-based rates unless the elements are, in fact, combined and providing service to a particular customer at a particular location.

Q. HAS THIS AUTHORITY PREVIOUSLY, IN AN ARBITRATION PROCEEDING, CONSIDERED THIS SAME ISSUE?

A. Yes. In its deliberations in the ITC^DeltaCom arbitration, the Authority determined that BellSouth is required to provide EELs pursuant to the FCC's Third Report and Order. BellSouth assumes that the Authority intended that EELs be provided when the loop and transport elements are, in fact, currently combined and providing service to the particular customer in question. This interpretation of the Authority's decision would be consistent with its May 18, 1999 Order in the NEXTLINK arbitration.

Issue 14: Should the parties utilize the FCC's most recent definition of "local loop"?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide testimony on this issue if Intermedia should indicate otherwise.

Issue 15: Should BellSouth be required to condition loops in accordance with the FCC's most recent ruling?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide testimony on this issue if Intermedia should indicate otherwise.

Issue 16: Should the parties utilize the FCC's most recent definitions of network interface device ("NID")?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide testimony on this issue if Intermedia should indicate otherwise.

technologies incumbents LECs may have deployed in their networks." (Para. 311) While the FCC adopted "one limited exception" to this rule, which I will discuss below, the FCC specifically rejected "e.spire/Intermedia's request for a packet switching or frame relay unbundled element." (Para. 312) Indeed, the FCC concluded that "e.spire/Intermedia have not provided any specific information to support a finding that requesting carriers are impaired without access to unbundled frame relay." *Id*

Therefore, the Authority should not require BellSouth to offer access to packet switching capabilities on an unbundled basis. As I will discuss in more detail under Issue 39, Intermedia currently purchases Frame Relay Service, which is a form of packet switching, from BellSouth's Access Service Tariffs.

Q. PLEASE EXLAIN THE "LIMITED EXCEPTION" TO WHICH YOU EARLIER REFERRED.

A. The FCC's Rule 51.319(c)(5) regarding packet switching requires that an ILEC provide unbundled packet switching only where all of the following conditions are satisfied:

(i) The incumbent LEC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

(iii) The incumbent LEC has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined under § 51.319(b); and

(iv) The incumbent LEC has deployed packet switching capability for its own use.

BellSouth has taken the necessary measures to ensure that CLECs have access to required facilities so that BellSouth is not required to unbundle packet switching.

Q. WHAT DID THE FCC FIND IN ITS DETERMINATION OF WHETHER ACCESS TO UNBUNDLED PACKET SWITCHING MET THE FCC's "NECESSARY" STANDARD?

A. The FCC stated in its UNE Remand Order that "no party alleged that packet switching was proprietary within the meaning of section 251(d)(2)" and "that the record provides no basis for withholding packet switching from competitors based on proprietary considerations or subjecting packet switching to the more demanding 'necessary' standard set forth in section 251(d)(2)(A)." (Para. 305) The FCC found it appropriate to examine packet switching under the "impair" standard of section 251(d)(2)(B).

Q. WHAT DID THE FCC FIND IN ITS DETERMINATION OF WHETHER ACCESS TO UNBUNDLED PACKET SWITCHING MET THE FCC's "IMPAIR" STANDARD?

A. The FCC determined that competing carriers would not be impaired without unbundled access to the incumbent LEC's packet switching functionality. (Para. 306) The FCC recognized that there are numerous carriers providing service with their own packet switches, and 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." *Id.*

Q. DID THE FCC EMPOWER STATE COMMISSIONS TO REQUIRE INCUMBENT LECs TO UNBUNDLE SPECIFIC NETWORK ELEMENTS USED TO PROVIDE FRAME RELAY SERVICE?

A. Yes, but only to the extent that a competing carrier convinces the state commission that it is impaired without access to such unbundled network elements - a showing the FCC found that Intermedia failed to make. (UNE Remand Order, Para. 312) In its UNE Remand Order, the FCC established the "impair" standards by which it would determine if a network element should be unbundled. The FCC concluded that

> "the failure to provide access to a network element would 'impair' the ability of a requesting carrier to provide the services it seeks to offer if,

taking into consideration the availability of alternative elements outside the incumbent's network, including self-provisioning by a requesting carrier or acquiring an alternative from a third-party supplier, lack of access to that element materially diminishes a requesting carrier's ability to provide the services it seeks to offer." (Para. 51)

The FCC went on to say that a materiality component "requires that there be substantive differences between the alternative outside the incumbent LEC's network and the incumbent LEC's network element that, collectively, 'impair' a competitive LEC's ability to provide service within the meaning of section 251(d)(2)." *Id.*

Even though a state commission is authorized to alter the conditions established by the FCC for the unbundling of packet switching, Intermedia still must prove that it is impaired by not having access to BellSouth's packet switching functionality on an unbundled basis. For the Authority's convenience, I have attached to my testimony as Exhibits CKC-3 and CKC-4 the pertinent excerpts from BellSouth's Comments and Reply Comments filed with the FCC in CC Docket No. 96-98.

Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY?

A. BellSouth requests the Authority affirm the FCC's finding by reaching the same conclusion that Intermedia is not impaired without access to packet switching capabilities on an unbundled basis.

Issue 19: Should the parties utilize a definition of local tandem switching capability consistent with the FCC's most recent ruling?

As indicated above, the parties have agreed that this issue is subsumed in Issue 18.

Issue 20: Should the parties utilize a definition of local circuit switching capability consistent with the FCC's most recent ruling?

As indicated above, the parties have agreed that this issue is subsumed in Issue 18.

Issue 21: Should the parties utilize a definition of a packet switching capability consistent with the FCC's most recent ruling?

As indicated above, the parties have agreed that this issue is subsumed in Issue 18.

Issue 22: Should BellSouth be required to provide nondiscriminatory access to interoffice transmission facilities, including dedicated transport (defined as incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provides telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers), dark fiber transport (defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics), and

shared transport (defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network), in accordance with, and as defined in, the FCC's UNE Remand Order?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth agrees that it is obligated to provide nondiscriminatory access to interoffice transmission facilities in accordance with, and as defined in, the FCC's UNE Remand Order. BellSouth's proposed interim rates for the unbundled network elements addressed in this issue are as shown on Exhibit CKC-1. As I previously explained, BellSouth proposes that any interim rates be subject to a retroactive true-up when the Authority establishes Tennessee-specific rates.

Based on recent discussions with representatives of Intermedia, BellSouth understands that the parties have reached agreement on this issue, and that the issue is now closed. As with Issue 13(b), the parties concurred such on the record in the Louisiana Arbitration proceeding. However, BellSouth reserves its right to provide additional testimony on this issue should Intermedia indicate otherwise.

A. The functionalities listed in the issue statement are components of Frame Relay Service which is a form of packet switching that BellSouth offers via its Intrastate and Interstate Access tariffs. This issue addresses whether BellSouth is required, instead, to furnish unbundled access to these components of Frame Relay Service. Specifically, the dispute addresses what rates Intermedia should pay for Frame Relay Service.

Frame Relay Service uses packet switching to transfer variable length frames (packets of customer data) across large geographical areas. The service provides LATA-wide, interLATA, interstate and international connectivity. Frames are relayed (transmitted) between packet switches by means of virtual connections. Frames travel a fixed path through the network although bandwidth is not dedicated to each virtual connection. In other words, bandwidth and switch capacity within the network are only allocated to a virtual connection when frames are actually being transported.

Frame Relay Service uses permanent virtual circuits ("PVCs"). A PVC is a logical channel from one Frame Relay network interface to another Frame Relay network interface. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Of course, I explained in my response to Issue 18(c) that the FCC declined to require the unbundling of the packet switching functionality, of which frame

relay is a type, except in limited circumstances. As stated previously, those circumstances do not apply to BellSouth. Therefore, BellSouth requests this Authority find that BellSouth is not required to provide access to these elements at TELRIC-based rates. Again, BellSouth has tariffed Intrastate and Interstate Frame Relay Service which is available for interconnection of the parties' frame relay networks. Also, as I previously stated, Intermedia is currently purchasing this service from BellSouth's tariffs.

Issue 26: Should parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth is indifferent to the manner in which Intermedia defines its local calling areas for Intermedia's end users. The dispute is whether or not reciprocal compensation is due when a call is, in fact, non-local. When a CLEC assigns numbers having the same NPA/NXX to customers both inside and outside the BellSouth local calling area where the NPA/NXX is homed, it would be extremely difficult, if not impossible, for BellSouth to determine whether BellSouth's end users are making a local or a long distance call when BellSouth's end user calls the CLEC's end user.

If a local call has been originated by BellSouth's end user customer to Intermedia's network, BellSouth owes Intermedia reciprocal compensation for

BellSouth has discussed with Intermedia that BellSouth is willing to revise its definition of Local Traffic, for reciprocal compensation purposes, to include any call that originates or terminates within the same LATA. If Intermedia were to accept BellSouth's revision to the Local Traffic definition, the issue of a definition of IntraLATA Toll Traffic would be moot.

Q. DOES BELLSOUTH INTEND FOR THE DEFINITION OF INTRALATA TOLL TRAFFIC TO INCLUDE BOTH VOICE AND DATA TRAFFIC?

A. Yes. BellSouth intends for its definition of IntraLATA Toll Traffic to include any traffic, voice or data, that is not local or switched access.

Issue 32: How should "Switched Access Traffic" be defined?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth has proposed the following language for inclusion in the Interconnection Agreement:

> Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.

By this language, BellSouth means that it is not necessary to provide a specific, detailed definition of "switched access traffic" in a local interconnection agreement. The Access Tariff in its entirety is the document that defines Switched Access Service which, obviously, carries switched access traffic.

Q. WHY HAS BELLSOUTH INCLUDED IN ITS PROPOSED DEFINITION OF SWITCHED ACCESS TRAFFIC THE STATEMENT THAT INTERNET PROTOCOL TELEPHONY ("IP TELEPHONY") IS SWITCHED ACCESS TRAFFIC?

A. Due to the increasing use of IP technology mixed with traditional analog and digital technology to transport voice telecommunications, BellSouth's position is that it is important to specify in the agreement that long distance calls, irrespective of the technology used to transport them, constitute switched access traffic and not local traffic, the same as any other long distance traffic is not local traffic.

Q. HOW ARE IP TELEPHONY CALLS DIFFERENT FROM INTERNET SERVICE PROVIDER (ISP) BOUND TRAFFIC?

A. Even though IP Telephony and ISP traffic both have the word "Internet" in their name, they are completely different services and should not be confused. IP Telephony is, in very simple and basic terms, a format for transmitting a telephone call. The word "Internet" in Internet Protocol Telephony refers to the name of the protocol; it does not mean that the service uses the World Wide Web.

IP Telephony is telecommunications service that is provided using Internet Protocol for one or more segments of the call. The FCC's April 10, 1998

Report to Congress states: "The record... suggests... 'phone-to-phone IP telephony' services lack the characteristics that would render them 'information services' within the meaning of the statute, and instead bear the characteristics of 'telecommunication services'." Further, Section 3 of the Telecommunications Act of 1996 defines "telecommunications" as the "transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received." Thus, IP Telephony is telecommunications service, not information or enhanced service.

Q. DOES THE FCC VIEW ISP-BOUND TRAFFIC DIFFERENTLY THAN IP TELEPHONY IN TERMS OF APPLICABLE CHARGES?

A. Yes. Neither ISP-bound traffic nor the transmission of long distance services via IP Telephony traffic is local traffic; however, the FCC has treated the two types of traffic differently in terms of the rates that such providers pay for access to the local exchange company's network. ESPs, or Information Service Providers, have been exempted by the FCC from paying access charges for use of the local network in order to encourage the growth of these emerging services – most specifically access to the Internet. The FCC has found that ESPs and ISPs use interstate access service, but are exempt from switched access charges applicable to other long distance traffic. As a result of this FCC exemption, ISP-bound traffic is assessed at the applicable business exchange rate.

On the other hand, the transmission of long-distance voice services – whether by IP telephony or by more traditional means -- is not exempt from switched access charges. The FCC has provided no exemption from access charges when IP telephony is used to transmit long distance telecommunications.

Long distance service is a mature industry, and simply changing the technology that is used to transmit the long distance service does not change the service. These same access charges are currently paid by all other long-distance carriers, and there is no authority to exempt them.

BellSouth is required to assess access charges on long distance calls, unless exempted by the FCC, regardless of the protocol used to make such calls. To do otherwise would unreasonably discriminate between long-distance carriers utilizing IP telephony and those who do not.

Q. PLEASE FURTHER EXPLAIN IP TELEPHONY.

A. Currently there are various technologies used to transmit telephone calls, of which the most common are analog and digital. In the case of IP Telephony originated from a traditional telephone set, the local carrier first converts the voice call from analog to digital. The digital call is sent to a gateway that takes the digital voice signal and converts or packages it into data packets. These data packets are like envelopes with addresses which "carry" the signal across a network until they reach their destination, which is known by the address on the data packet, or envelope. This destination is another gateway, which

reassembles the packets and converts the signal to analog, or a plain old telephone call to be terminated on the called party's local telephone company's lines.

To explain it another way, Phone-to-Phone IP Telephony is where an end user customer uses a traditional telephone set to call another traditional telephone set using IP Telephony. The fact that IP technology is used, at least in part, to complete the call is transparent to the end user. Phone-to-Phone IP Telephony is identical, by all relevant regulatory and legal measures, to any other basic telecommunications service, and should not be confused with calls to the Internet through an ISP. Characteristics of Phone-to-Phone IP Telephony are:

- IP Telephony provider gives end users traditional dial tone (not modem buzz);
- End user does not call modem bank;
- Uses traditional telephone sets (vs. computer);
- Call routes using telephone numbers (not IP addresses);
- Basic telecommunications (not enhanced);
- IP Telephone providers are telephone carriers (not ISPs).

Phone-to-Phone IP Telephony should not be confused with Computer-to-Computer IP Telephony, where computer users use the Internet to provide telecommunications to themselves.

Q. WHAT IS INTERNET PROTOCOL?

A. Technically speaking, Internet protocol, or any other protocol, is an agreed upon set of technical operating specifications for managing and interconnecting networks. In the above example, I referred to the gateways which convert the digital carrier voice signal into data packets and then from data packets back to a digital carrier. The Internet protocol is the language, or signaling, that these gateways use to talk to each other. It has nothing to do with the transmission medium (wire, fiber, microwave, etc.) that carries the packets between the gateways, but rather the gateways, or switches, that are found on either end of that medium.

Q. WHAT IS INTERMEDIA'S POSITION ON THIS ISSUE?

A. Intermedia proposed that the following definition of Switched Access Traffic be included in the Interconnection Agreement:

> Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

Intermedia does not want to include any mention of IP Telephony traffic in the language.

In an effort to resolve this issue, BellSouth very recently proposed the following language to Intermedia in place of BellSouth's original proposal:

> Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of exchange access service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services. Additionally, long distance telecommunications transmitted over IP Telephony will be considered switched access traffic.

BellSouth is hopeful that the parties can reach agreement on the definition of Switched Access Traffic. In fact, looking at the first sentence of BellSouth's latest proposal, the only change from Intermedia's proposed definition is that the term "Toll Telephone Service" is changed to "exchange access service." While BellSouth assumes Intermedia uses the term "Toll Telephone Service" to mean telecommunications to which switched access charges apply, BellSouth is unfamiliar with the term "Toll Telephone Service" as a generally accepted term in the telecommunications industry. Therefore, BellSouth proposes that the term "exchange access service", which is a generally accepted term in the telecommunications industry, be substituted.

Concerning BellSouth's revised language that addresses IP Telephony, BellSouth intention is to clarify that it does not propose that local traffic transmitted over IP Telephony be considered switched access traffic, but only

that long distance telecommunications traffic transmitted over IP Telephony is switched access service.

Q. WHAT DOES BELLSOUTH REQUEST OF THIS AUTHORITY?

A. BellSouth requests this Authority find that BellSouth's revised language (as recently proposed to Intermedia and as explained above) concerning switched access traffic be incorporated into the parties' Interconnection Agreement. Again, unless the traffic is specifically exempted by the FCC, BellSouth is required to assess access charges on long distance calls, regardless of the protocol used to make such calls. Therefore, BellSouth contends it is necessary to have the definition of switched access traffic specifically include long distance telecommunications provided over IP Telephony.

Issue 33: (a) Should BellSouth and Intermedia be liable to each other for lost switched access revenues due to lost or damaged billing data?
(b) Should there be a cap on the liability, and if so, what should that cap be?

Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART (A) OF THIS ISSUE?

A. First, because this issue addresses switched access revenues, BellSouth contends it is not an appropriate issue for arbitration of a local interconnection agreement under section 252 of the Act. However, in an effort to settle this issue, and without waiving its arguments, BellSouth has advised Intermedia that it is agreeable to Intermedia's proposed language, except that BellSouth

does not wish to place a cap on the liabilities of the parties. The proposed language that this issue addresses is in the section of the Interconnection Agreement entitled "Mutual Provision of Switched Access Service."

Q. REGARDING SUBPART (B), WHY DOES BELLSOUTH BELIEVE THERE SHOULD BE NO CAP ON THE LIABILITY?

A. The issue of liability for lost switched access revenue does not apply unless and until cooperative attempts by the parties to reconstruct the lost or damaged billing data fail. BellSouth's switched access revenues are substantial, and BellSouth must rely on accurate information from CLECs such as Intermedia in order for BellSouth to accurately bill the appropriate IXCs. Further, BellSouth is required to collect access charges from IXCs as a mechanism for recouping the costs associated with providing universal service. For these reasons, BellSouth contends it would be inappropriate to place a cap on such liabilities.

Q. HAVE OTHER STATE COMMISSIONS IN BELLSOUTH'S REGION ADDRESSED THIS ISSUE IN AN ARBITRATION?

A. Yes. In its Recommended Arbitration Order dated June 13, 2000, in the BellSouth/Intermedia arbitration, the North Carolina Utilities Commission declined to establish a cap on the liability for lost switched access revenues due to lost or damaged billing data. Similarly, on July 5, 2000, the Georgia Public Service Commission voted to accept its Staff Recommendation that the

language addressing a cap on these liabilities not be included in the Interconnection Agreement between Intermedia and BellSouth.

Issue 34: Should the parties determine the rates to be used for intraLATA toll and Switched Access transit traffic, or should rates from BellSouth's tariffs be utilized?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 35: How should Wireless Type 1 and/or Type 2A traffic be treated for purposes of the Parties' interconnection agreement?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 36: What should the appropriate compensation mechanism for transit traffic be for purposes of the Parties' interconnection agreement?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 37: Should all framed packet data transported within a Virtual Circuit that originate and terminate within a LATA be classified as local traffic?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth has proposed the following language to Intermedia:

> Frame Relay framed packet data is transported within Virtual Circuits ("VC"). If all the data packets transported within a VC originate and terminate within the LATA, then for purposes of establishing interconnections between the Parties, such traffic will be treated the same as local circuit switched traffic ("Local VC"). This traffic will not be treated as Local Traffic for any other purpose under this Agreement, including but not limited to reciprocal compensation.

BellSouth has proposed this language to facilitate the process of interconnecting the two carriers' networks. However, non-local frame relay traffic originated and terminated in the LATA is not subject to reciprocal compensation because reciprocal compensation obligations apply only to local traffic. Of course, if the parties were to agree on BellSouth's proposed revision to the Local Traffic definition, as I described under Issue 31, then all frame relay traffic within the LATA would be subject to reciprocal compensation.

Q. WHAT IS BELLSOUTH'S POSITION ON THE APPLICATION OF RECIPROCAL COMPENSATION TO LOCAL FRAME RELAY TRAFFIC?

A. BellSouth agrees that all local traffic – whether voice or data – is subject to the reciprocal compensation obligations. However, as I explained earlier, frame relay is a form of packet switching. With packet switching, data is transmitted in "bursts" rather than in the traditional "minutes of use" transmission used by voice and circuit switched data traffic. Therefore, it is not possible to apply a "per minute" reciprocal compensation rate to apply to packet data. Indeed, since packet data is not measured on a "per minute" basis, it would be impossible to determine the minutes to which such reciprocal compensation would apply. BellSouth recommends that the parties utilize a "bill-and-keep" method of reciprocal compensation for such packet switched data.

Issue 38: If there are no Virtual Circuits on a frame relay interconnection facility when it is billed, should the parties deem the Percent Local Circuit Use to be zero?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 39: What are the appropriate charges for the following:

a) interconnection trunks between the parties' frame relay switches,

b) frame relay network-to-network interface (" NNI") ports,

c) permanent virtual circuit ("PVC") segments (i.e., Data Link Connection Identifier ("DLCI") and Committed Information Rates ("CIR")), and

d) requests to change a PVC segment or PVC service order record?

Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART (A)?

A. BellSouth's position is that the appropriate charges for frame relay interconnection trunks are from BellSouth's Access Tariff because Intermedia primarily uses Frame Relay Service to transport interLATA traffic. Currently, charges for interconnection trunks that carry typical voice grade traffic on an interLATA basis are billed from the interstate access tariff, and there is no reason to treat frame relay service any differently.

Upon request from a CLEC such as Intermedia, BellSouth establishes interconnection trunks between the two parties' frame relay networks. When the trunks have been installed, BellSouth bills Intermedia a nonrecurring charge as well as a monthly recurring charge from the appropriate Access Service tariff. The parties have agreed that Intermedia can provide BellSouth with a factor which represents the Percent Local Circuit Use ("PLCU"). That is, Intermedia advises BellSouth what percent of the traffic is expected to be local versus long distance. BellSouth reimburses Intermedia for a portion of the interconnection trunk charges based on the PLCU. For example, if the

PLCU is 10%, then BellSouth reimburses Intermedia for 5% of the charges (PLCU / 2). However, to the extent that the trunks are used entirely for interLATA frame relay, as is generally the case, Intermedia is solely responsible for the trunk charges.

Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART (B)?

A. As in my previous response, BellSouth's position is that the appropriate charges for the frame relay NNI port are from BellSouth's Access Tariff because Intermedia primarily uses Frame Relay Service to transport interLATA traffic. To the extent that Intermedia's port is used to carry local traffic, BellSouth agrees that it should share equally in the cost of that port. To this end, as I explained in subpart (a), the parties have agreed that Intermedia can provide BellSouth with a PLCU so that an appropriate portion of the port charges will be reimbursed to Intermedia.

Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART (C)?

A. Again, BellSouth's position is that the appropriate charges for the frame relay DLCI and the CIR are from BellSouth's Access Tariff because Intermedia primarily uses Frame Relay Service to transport interLATA traffic. However, if Intermedia advises BellSouth that a particular DLCI will be used only for local frame relay traffic, then the parties agree that BellSouth will reimburse Intermedia for 100% of the tariff charges associated with that particular DLCI.

Because the CIR goes hand-in-hand with a particular DLCI, BellSouth would also reimburse those charges for local DLCIs.

Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART (D)?

A. Again, BellSouth's position is that the appropriate charges for all aspects of Frame Relay Interconnection and Service, including changes to existing service, are found in BellSouth's Interstate Access Tariff FCC No. 1.

Issue 40: Should compensation for the parties' use of frame relay NNI ports be determined by the parties, or be based on recurring and non-recurring rates in BellSouth's interstate access tariff?

BellSouth understands that this issue is closed because it is subsumed in Issue 39.

Issue 41: Should compensation for the PVC segment between the parties' frame relay switches be determined by the parties, or be based on recurring and non-recurring rates in BellSouth's interstate access tariff?

BellSouth understands that this issue is closed because it is subsumed in Issue 39.

Issue 42: Should compensation between the parties for local Permanent Virtual Circuit ("PVC") be based on each party's portion of the non-recurring charge for a Data Link Connection Identifier ("DLCI"), or on the non-recurring and recurring PVC charges associated with the PVC segment?

BellSouth understands that this issue is closed because it is subsumed in Issue 39.

Issue 43: Should compensation between the parties for interLATA PVCs be based on the non-recurring charge for a DLCI or on the non-recurring and recurring PVC and CIR charges associated with that PVC segment?

BellSouth understands that this issue is closed because it is subsumed in Issue 39.

Issue 44: Should the parties' compensation to each other for requests to change a PVC segment or PVC service order record be determined by the parties or should it be based on BellSouth's interstate access tariff?

BellSouth understands that this issue is closed because it is subsumed in Issue 39.

Issue 45: Should the interconnection agreement specifically state that the agreement does not address or alter either party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 46: Should Intermedia's obligation to identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses cease when BellSouth obtains authority to provide in-region interLATA service?

BellSouth understands that this issue has been resolved between the parties. However, BellSouth reserves its right to provide additional testimony on this issue if Intermedia should indicate otherwise.

Issue 47: Should BellSouth be required to offer frame relay interconnection at TELRIC rates, and should there be a true-up if it is subsequently found during the term of the agreement that BellSouth's rates were in excess of TELRIC?

BellSouth understands that this issue is closed because it is subsumed in Issue 39.

Issue 48: Should the parties adopt the performance measures, standards, and penalties imposed by the Texas Public Utility Commission on Southwestern Bell Telephone?

Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES ON THIS ISSUE?

A. BellSouth witness Mr. Dave Coon addresses BellSouth's performance measurements. I will address BellSouth's proposal for voluntary enforcement mechanisms, and whether it is appropriate for the Authority to arbitrate the issue of enforcement mechanisms. BellSouth has voluntarily proposed enforcement mechanisms for inclusion in the Intermedia/BellSouth

Interconnection Agreement, but Intermedia has not accepted BellSouth's proposal. Therefore, BellSouth believes that the dispute centers around what specific penalties should apply and when such penalties should become effective.

Q. HAS THE AUTHORITY PREVIOUSLY, IN AN ARBITRATION PROCEEDING, ADDRESSED THE ISSUE OF PERFORMANCE MEASUREMENTS AND PENALTIES?

A. In its deliberations in the ITC^DeltaCom arbitration, the Authority determined that additional performance measurements were needed and that an enforcement mechanism was appropriate. BellSouth respectfully disagrees with the Authority's finding. On May 22, 2000, as directed by the Authority, BellSouth filed its Best and Final Offer, along with a Motion for Reconsideration. The Authority has not yet issued a final Order in the ITC^DeltaCom proceeding.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Enforcement mechanisms are not required by the Act nor by any FCC rule. State law and Authority procedures are available, and are perfectly adequate, to address any breach of contract situation should it arise. BellSouth's SQMs are fully enforceable through Authority complaints in the event of BellSouth's failure to meet such measurements.

Q. WHY HAS BELLSOUTH VOLUNTARILY PROPOSED ENFORCEMENT MECHANISMS?

A. It has done so based on the FCC's expressed preference for voluntary, self-effectuating enforcement mechanisms as a condition of 271 relief. BellSouth has developed its plan which is calls its Voluntary Self-Effectuating Enforcement Mechanisms (VSEEM III). VSEEM III incorporates the FCC's desired characteristics, addresses CLEC comments and considers the collaborative work effort by state commissions in BellSouth's region and elsewhere. Without waiving its right to assert its legal position, BellSouth has voluntarily proposed VSEEM III for inclusion in the Intermedia/BellSouth Interconnection Agreement. These enforcement mechanisms are designed as an additional means to deter BellSouth, should anyone feel such additional assurance is needed, from backsliding on delivery of service to CLECs once BellSouth has attained interLATA authority from the FCC. The remedies in BellSouth's proposal are designed to have, if applied, a significant impact on BellSouth.

Q. PLEASE PROVIDE MORE DETAIL ABOUT BELLSOUTH'S VSEEM III.

A. VSEEM III contains monetary incentives, remedies for the individual CLEC and the CLEC industry and enforcement mechanisms that escalate with failure magnitude and duration. BellSouth's proposal is a voluntary proposal which has been incorporated into BellSouth's interconnection agreements with a number of CLECs, and is available to any CLEC in Tennessee. The plan

contains a three-tiered enforcement structure that serves as a powerful incentive for BellSouth to continue to maintain high levels of performance for all CLECs, even after obtaining long distance approval, that is at least equal to services provided to BellSouth's retail customers. Each Tier operates independently, so Tier-1, Tier-2 and Tier-3 can all be active at the same time.

Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to an individual CLEC when BellSouth delivers non-compliant performance.

Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission or its designee when BellSouth delivers non-compliant performance for CLECs in the aggregate.

Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services when BellSouth performance is out of compliance or does not meet the benchmark for the aggregate of all CLEC data.

Q. WHEN SHOULD BELLSOUTH'S PROPOSAL TAKE EFFECT?

A. As previously discussed, penalties are neither necessary nor required to ensure that BellSouth meets its obligations under Section 251 of the 1996 Act. Indeed, the FCC only required penalties as an additional incentive to ensure that BellSouth continues to comply with the competitive checklist after interLATA relief is granted. Under BellSouth's proposal, Tier I damages will be payable to a CLEC in all states once long distance relief is granted in any

state. Thus, CLECs in Tennessee who have incorporated the plan into their interconnection agreements would be eligible to receive Tier I damages once BellSouth receives long distance authority in any state. Tier-2 and Tier-3 remedies would take effect in a particular state when BellSouth obtains interLATA relief in that state.

BellSouth's voluntary proposal is attached to my testimony as Exhibit CKC-5. BellSouth believes that its proposal includes a set of enforcement mechanisms that will satisfy the FCC's concerns under Section 271 of the 1996 Act. This proposal should not be interpreted as BellSouth's admission that the Authority or the FCC has the authority to impose self-executing penalties or liquidated damages without BellSouth's voluntary agreement.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

PC DOCS #216089

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 Cynthia K. Cox-Senior Director-State Regulatory, 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. 99-00948 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 62 pages and 5 exhibit(s).

Cynthia K. Cox

Cynthia K. Cox

Sworn to and subscribed
before me on July 13, 2000

Linda M. Hobbs
NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires March 17, 2003

Cost Ref. #	Rate Element	Proposed Rates			
		Recurring	Electronic Non-Recurring	Manual Non-Recurring	Source
A.0	**UNBUNDLED LOCAL LOOP**				
A.2	SUB-LOOP 2-WIRE ANALOG				
A.2.1	Loop Feeder Per 2-Wire Analog Voice Grade Loop	12.05	122.24 85.05	142.59 95.59	Interim (6/9/00 Compliance Filing) *
	Loop Feeder Per 2-Wire Analog Voice Grade Loop - Disconnect		76.35 39.16	89.67 39.16	Interim (6/9/00 Compliance Filing) *
A.2.2	Loop Distribution Per 2-Wire Analog Voice Grade Loop (includes NID)	10.02	148.84 112.34	169.19 122.88	Interim (6/9/00 Compliance Filing) *
	Loop Distribution Per 2-Wire Analog Voice Grade Loop – Disconnect		73.14 36.65	86.46 36.65	Interim (6/9/00 Compliance Filing) *
A.2.11	Loop Distribution Per 4-Wire Analog Voice Grade Loop (includes NID)	9.56	347.17 297.00	374.11 309.76	Interim *
	Loop Distribution Per 4-Wire Analog Voice Grade Loop – Disconnect		86.83 44.43	101.61 59.21	Interim *
A.3	**LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)**				
A.3.1	Loop channelization system – digital loop carrier	307.07	307.34 74.37	327.69 84.91	Interim (6/9/00 Compliance Filing) *
	Loop channelization system – digital loop carrier - Disconnect		4.18 4.18	17.50 17.50	Interim (6/9/00 Compliance Filing) *
A.3.2	CO channel interface – 2 wire voice grade	1.20	9.57 9.52	8.66 8.60	Interim (6/9/00 Compliance Filing) *
A.3.4	Channelization – Channel System DS1 to DS0	80.77	141.87 77.11	162.22 86.91	Interim (6/9/00 Compliance Filing) *
	Channelization – Channel System DS1 to DS0 - Disconnect		44.47 42.62	55.96 43.80	Interim (6/9/00 Compliance Filing) *
A.3.5	Interface Unit – Interface DS1 to DS0 – OCU-DP Card	1.82	-	6.07 4.66	Interim (6/9/00 Compliance Filing) *

* BellSouth proposes interim rates subject to true-up by the Authority. Unless otherwise noted, these interim rates are based on TELRIC studies filed by BellSouth in NC Docket No. P-55, Sub 1178.

Cost Ref. #	Rate Element	Proposed Rates			
		Recurring	Electronic Non-Recurring	Manual Non-Recurring	Source
A.3.6	Interface Unit – Interface DS1 to DS0 – BRITE Card	3.10	-	6.07 4.66	Interim (6/9/00 Compliance Filing) *
A.3.7	Interface Unit – Interface DS1 to DS0 – Voice Grade Card	.91	-	6.07 4.66	Interim (6/9/00 Compliance Filing) *
A.3.8	Channelization – Channel System DS3 to DS1	222.98	308.03 108.47	328.38 118.27	Interim (6/9/00 Compliance Filing) *
	Channelization – Channel System DS3 to DS1 – Disconnect		6.34 4.23	17.83 5.41	Interim (6/9/00 Compliance Filing) *
A.3.9	Interface Unit – Interface DS3 to DS1	17.58	-	6.07 4.66	Interim (6/9/00 Compliance Filing) *
A.15	**UNBUNDLED NETWORK TERMINATING WIRE**				
A.15.1	Unbundled NTW, per pair	.49	-	61.83	Interim (6/30/00 Filing) *
	Unbundled NTW, per pair – Disconnect		-	.58	Interim (6/30/00 Filing) *
A.16	**HIGH CAPACITY UNBUNDLED LOCAL LOOP**				
A.16.1	High Capacity Unbundled Local Loop – DS3 – Facility Termination	413.09	757.25 534.95	812.25 589.95	Interim *
A.16.2	High Capacity Unbundled Local Loop – DS3 – Per Mile	11.40	-	-	Interim *
A.16.4	High Capacity Unbundled Local Loop – OC3 – Facility Termination	671.55	1,075 521.14	1,130 576.14	Interim *
A.16.5	High Capacity Unbundled Local Loop – OC3 – Per Mile	8.65	-	-	Interim *
A.16.7	High Capacity Unbundled Local Loop – OC12 – Facility Termination	2,494	1,296 521.14	1,351 576.14	Interim *
A.16.8	High Capacity Unbundled Local Loop – OC12 – Per Mile	16.29	-	-	Interim *
A.16.10	High Capacity Unbundled Local Loop – OC48 – Facility Termination	1,840	1,296 521.14	1,351 576.14	Interim *
A.16.11	High Capacity Unbundled Local Loop – OC48 – Per Mile	34.93	-	-	Interim *
A.16.13	High Capacity Unbundled Local Loop – OC48 – Interface OC12 on OC48	645.27	653.99 422.54	708.99 477.54	Interim *

* BellSouth proposes interim rates subject to true-up by the Authority. Unless otherwise noted, these interim rates are based on TELRIC studies filed by BellSouth in NC Docket No. P-55, Sub 1178.

Cost Ref. #	Rate Element	Proposed Rates			
		Recurring	Electronic Non-Recurring	Manual Non-Recurring	Source
A.16.15	High Capacity Unbundled Local Loop – STS-1 – Facility Termination	428.93	757.25 534.95	812.25 589.95	Interim *
A.16.16	High Capacity Unbundled Local Loop – STS-1 – Per Mile	11.40	-	-	Interim *
A.17	**UNBUNDLED LOOP MODIFICATION**				
A.17.1	Load Coil/Equipment Removal per Pair for Loops up to 18kf	-	-	71.02	Interim *
A.17.2	Load Coil/Equipment Removal per Pair for Loops greater than 18kf	-	-	776.42 24.21	Interim *
A.17.3	Bridged Tap Removal per Pair	-	-	82.44	Interim *
D.5	**LOCAL CHANNEL - DEDICATED**				
D.5.7	Local Channel – Dedicated – DS3 – Per Mile	6.92			Interim* (5/4/00 Ga. SGAT)
D.5.8	Local Channel – Dedicated – DS3 – Facility Termination	515.07	757.25 534.95	812.25 589.95	Interim *
D.5.10	Local Channel – Dedicated – OC3 – Per Mile	7.45	-	-	Interim *
D.5.11	Local Channel – Dedicated – OC3 – Facility Termination	917.10	1,075 521.14	1,130 576.14	Interim *
D.5.13	Local Channel – Dedicated - OC12 – Per Mile	10.65	-	-	Interim *
D.5.14	Local Channel – Dedicated – OC12 – Facility Termination	3,468	1,296 521.14	1,351 576.14	Interim *
D.5.16	Local Channel – Dedicated – OC48 – Per Mile	34.93	-	-	Interim *
D.5.17	Local Channel – Dedicated – OC48 – Facility Termination	1,859	1,296 521.14	1,351 576.14	Interim *
D.5.19	Local Channel – Dedicated – Interface OC12 on OC 48	647.82	653.99 422.54	708.99 477.54	Interim *
D.5.21	Local Channel – Dedicated – STS-1 – Facility Termination	512.26	757.25 534.95	812.25 589.95	Interim *
D.5.23	Local Channel – Dedicated – STS-1 – Per Mile	6.92			Interim* (5/4/00 Ga. SGAT)
D.6	**INTEROFFICE TRANSPORT – DEDICATED – DS3**				

* BellSouth proposes interim rates subject to true-up by the Authority. Unless otherwise noted, these interim rates are based on TELRIC studies filed by BellSouth in NC Docket No. P-55, Sub 1178.

Cost Ref. #	Rate Element	Proposed Rates			
		Recurring	Electronic Non-Recurring	Manual Non-Recurring	Source
D.6.1	Interoffice Transport – Dedicated – DS3 – Per Mile	6.29	-	-	Interim *
D.6.2	Interoffice Transport – Dedicated – DS3 – Facility Termination	805.33	624.86 436.36	679.86 491.36	Interim *
D.7	**INTEROFFICE TRANSPORT – DEDICATED – OC3**				
D.7.1	Interoffice Transport – Dedicated – OC3 – Per Mile	6.10	-	-	Interim *
D.7.2	Interoffice Transport – Dedicated – OC3 – Facility Termination	2,189	942.61 422.54	997.61 477.54	Interim *
D.8	**INTEROFFICE TRANSPORT – DEDICATED – OC12**				
D.8.1	Interoffice Transport – Dedicated – OC12 – Per Mile	17.02	-	-	Interim *
D.8.2	Interoffice Transport – Dedicated – OC12 – Facility Termination	8,277	1,164 422.54	1,219 477.54	Interim *
D.9	**INTEROFFICE TRANSPORT – DEDICATED – OC48**				
D.9.1	Interoffice Transport – Dedicated – OC48 – Per Mile	32.26	-	-	Interim *
D.9.2	Interoffice Transport – Dedicated – OC48 – Facility Termination	11,815	1,164 422.54	1,219 477.54	Interim *
D.9.4	Interoffice Transport – Dedicated – OC48 – Interoffice OC12 on OC48	1,317	653.99 422.54	708.99 477.54	Interim *
D.10	**INTEROFFICE TRANSPORT – DEDICATED – STS-1**				
D.10.1	Interoffice Transport – Dedicated – STS-1 – Per Mile	6.29	-	-	Interim *
D.10.2	Interoffice Transport – Dedicated – STS-1 – Facility Termination	800.94	624.86 436.36	679.86 491.36	Interim *
J.0	**OTHER**				
J.1	**DARK FIBER**				

* BellSouth proposes interim rates subject to true-up by the Authority. Unless otherwise noted, these interim rates are based on TELRIC studies filed by BellSouth in NC Docket No. P-55, Sub 1178.

Cost Ref. #	Rate Element	Proposed Rates			
		Recurring	Electronic Non-Recurring	Manual Non-Recurring	Source
J.1.1	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof	53.23	-	1219.22 169.75	Interim (6/9/00 Compliance Filing) *
	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Disconnect			453.22 339.34	Interim (6/9/00 Compliance Filing) *
P.0	**Physical Collocation**				
	Space Preparation – Firm Order Processing	-	-	1211.00	Interim * (Florida tariff)
	Space Preparation – Central Office Modifications, per sq. ft.	2.58	-	-	Interim * (Florida tariff)
	Space Preparation – Common Systems Modifications – Cageless, per sq. ft.	2.96	-	-	Interim * (Florida tariff)
	Space Preparation – Common Systems Modifications – Caged, per cage	100.96	-	-	Interim * (Florida tariff)

* BellSouth proposes interim rates subject to true-up by the Authority. Unless otherwise noted, these interim rates are based on TELRIC studies filed by BellSouth in NC Docket No. P-55, Sub 1178.

BellSouth Telecommunications, Inc.
TRA 99-00948
Exhibit CKC-2
July 18, 2000

COMBINATION AGREEMENT

PREFACE

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc. ("Intermedia"), a Delaware corporation. This Agreement may refer to either BellSouth or Intermedia or both as a "Party" or "Parties. "

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, Intermedia is a Telecommunications Carrier and has requested that BellSouth negotiate an interconnection agreement pursuant to the Act; and

WHEREAS, BellSouth and Intermedia have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement to replace the existing interconnection agreement between the Parties, which expired on December 31,1999, ("Expired Interconnection Agreement"); and

WHEREAS, until such time as the Parties execute a new interconnection agreement, BellSouth and Intermedia shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreement; and

WHEREAS, BellSouth and Intermedia are currently involved in an arbitration proceeding before the Alabama, Georgia, Florida, Louisiana, North Carolina, and Tennessee Public Service Commissions (the "Commission"), to resolve any and all disputes which arose during the course of the interconnection negotiations; and

WHEREAS, during the pendency of the interconnection negotiations the FCC entered an Order dated November 5, 1999, in CC Docket No. 96-98, Third Report and Order ("UNE Remand Order"); and

WHEREAS, during the pendency of the interconnection negotiations the Georgia Commission entered an Order dated February 1, 2000, in Docket No. 10692-U, In Re: General Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements (the "UNE Order"); and

WHEREAS, BellSouth and Intermedia desire to implement the UNE Order and the FCC UNE Remand Order on an interim basis until such time as a new Agreement is executed by the Parties upon completion of the arbitration proceeding; and

WHEREAS, during the pendency of negotiations between the BellSouth and Intermedia to implement said UNE Order and FCC UNE Remand Order, the FCC entered a Supplemental Order Clarification dated June 2, 2000, in CC Docket No. 96-98, Third Report and Order ("Supplemental Clarifying Order"); and

WHEREAS, the Parties acknowledge that this matter is subject to further regulatory rule-making by the FCC and/or state Commissions. The Parties have entered into this Agreement so as to allow for the immediate conversion of Intermedia's special access circuits to EELs by BellSouth. Notwithstanding the execution of this Agreement, the Parties do not intend to waive any rights or obligations, which may arise from a subsequent regulatory rule-making or judicial decision.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Interim Agreement, Intermedia and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act.

GENERAL TERMS AND CONDITIONS

1. Introduction

1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to Intermedia certain combinations of unbundled Network Elements ("Combinations") set forth in Attachment 1. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Combinations provided pursuant to this Agreement may be connected by Intermedia to other Combinations provided by BellSouth, or to any network components or services provided by Intermedia itself or by any other vendor or Telecommunications Carrier. Subject to the requirements of this Agreement, Intermedia may at any time add, delete, relocate or modify any Combination purchased hereunder. Termination of any Services of

Elements shall be handled pursuant to Section 5 of the General Terms and Conditions of this Agreement.

1.2 BellSouth shall not discontinue Combinations provided hereunder without the prior written consent to Intermedia. Such consent shall not be unreasonably withheld. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or Intermedia end users who may be purchasing any such Combination that is discontinued.

1.3 BellSouth and Intermedia may fulfill the requirements imposed upon them by this Agreement by themselves or may cause their agents to take action to fulfill such responsibilities.

1.4 This Agreement includes and incorporates herein the Attachments to this Agreement, and all Appendices, Exhibits, Schedules, Addenda and Amendments hereto.

2. Interpretation and Construction

2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.

2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.

2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.

2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, Intermedia or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time

(and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.6 Subject to the terms set forth in Exhibit A regarding rates and charges, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. However, if any provision of this Agreement and any applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the main body of this Agreement and any Attachment, Schedule, Appendix or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in the main body of this Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding of a conflict for purposes of this Section 2.

3. Effective Date

This Agreement becomes effective on the date when executed by both Parties (the "Effective Date"); provided, however, BellSouth shall provide Intermedia with credits for conversion of special access circuits to enhanced extended links (EELs) retroactive to February 17, 2000.

4. Term of the Agreement

This Agreement shall terminate upon the Parties' execution of a new interconnection agreement incorporating the terms and conditions of this Agreement.

5. Termination of Agreement; Transitional Support

5.1 Intermedia may terminate any Combination provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such combinations in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, Intermedia's liability shall be limited to payment of the amounts due for any terminated Combinations provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 16, infra, shall still apply. Upon termination, BellSouth agrees to

cooperate in an orderly and efficient transition to Intermedia or another vendor such that the level and quality of the Combinations is not degraded and to exercise its best efforts to effect an orderly and efficient transition. Intermedia agrees that it may not terminate the entire Agreement pursuant to this section.

5.2 If a party is in breach of a material term or condition of this agreement ("defaulting party"), the other party shall provide written notice of such breach to the defaulting party. The defaulting party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the parties shall follow the dispute resolution procedure set forth in section 12 of the General Terms and Conditions of this Agreement.

6. Parity

To the extent technically feasible, the quality of a Combination, as well as the quality of the access to such Combination provided by BellSouth to Intermedia shall be at least equal in quality to that which BellSouth provides to itself.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information.

To the extent technically feasible, BellSouth maintains call detail records for Intermedia end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Intermedia end users for the same length of time it maintains such information for its own end users.

7.1 Intermedia agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Intermedia end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.2 Intermedia agrees that in cases where Intermedia receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Intermedia end users, Intermedia will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.3 In cases where the timing of the response to the law enforcement agency prohibits Intermedia from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Intermedia will furnish the official

request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Intermedia and bill Intermedia for the information. Intermedia agrees to reimburse BellSouth for the call detail information provided.

7.4 Intermedia will provide Intermedia end user and/or other customer information that is available to Intermedia in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests Intermedia end user and/or other customer information to Intermedia for the purpose of providing this information to the law enforcement agency.

8. Liability and Indemnification

8.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Intermedia revenues.

8.2 Intermedia Liability. In the event that Intermedia consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Intermedia under this Agreement.

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Intermedia shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

8.4 Limitation of Liability.

8.4.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

8.4.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first

Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

8.4.3 Neither BellSouth nor Intermedia shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

8.4.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

8.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

8.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Intermedia is

strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

9.4.2 obtain a license sufficient to allow such use to continue.

9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor

provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

10. Treatment of Proprietary and Confidential Information

10.1 Confidential Information. It may be necessary for BellSouth and Intermedia to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Intermedia shall receive such Information and not disclose such Information. BellSouth and Intermedia shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Intermedia with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Intermedia will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

10.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Intermedia to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or Intermedia; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Taxes

13.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in

no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Modification of Agreement

15.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to Intermedia at the same rates and upon the same terms and conditions any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252(i). The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

15.2 If Intermedia changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Intermedia to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

15.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

15.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15.5 In the event that any final and effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Intermedia or BellSouth to perform any material terms of this Agreement, Intermedia or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.

15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

17. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

18. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

19. Notices

19.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Intermedia Communications Inc.

Carl Jackson
Senior Director
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

Senior Director
Regulatory and Industry Policy
Intermedia Communications Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

19.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

19.3 BellSouth shall provide Intermedia notice via Internet posting of new services, price changes, and of changes to the terms and conditions of services available for resale.

20. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

21. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

22. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23. Performance Standards and Measures

For purposes of this Agreement, Performance Standards and Measures shall be governed by the terms and conditions in the Expired Agreement.

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Intermedia shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Intermedia.

25. Third Party Release Subscriber Listing Information

25.3 Procedures for Submitting Intermedia Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings. _

25.3.1 Notwithstanding any provision(s) to the contrary, Intermedia agrees to provide to BellSouth, and BellSouth agrees to accept, Intermedia's Subscriber Listing Information (SLI) relating to Intermedia's customers in the geographic area(s) covered by this Interconnection Agreement. Intermedia authorizes BellSouth to release all such Intermedia SLI provided to BellSouth by Intermedia to qualifying Third Parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability therunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

25.3.2 No compensation shall be paid to Intermedia for BellSouth's receipt of Intermedia SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of Intermedia SLI, Intermedia shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform Intermedia as of its good faith estimate of Intermedia's share of such costs, and Intermedia shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth's release of Intermedia's SLI.

25.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Intermedia under this Agreement. Intermedia shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any Third Party's claim of inaccurate Intermedia listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Intermedia any complaints received by BellSouth relating to the accuracy or quality of Intermedia listings.

25.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix
Name

Sr. Director
Title

7/12/2000
Date

Intermedia Communications Inc.

Signature

Heather B. Gold
Name

VP - Industry Policy
Title

7/7/00
Date

1. Enhanced Extended Link

1.1 BellSouth shall offer Intermedia access to the Enhanced Extended Link ("EEL") in accordance with applicable FCC and/or State Commission orders and the terms of this Agreement.

1.1.2 Notwithstanding anything in Sections 1 or 2 hereof, the Parties do not agree as to whether BellSouth's definition of the phrase "Currently Combined" as utilized herein is consistent with applicable FCC and/or State Commission Orders and the Parties are currently arbitrating this issue before various stateCommissions. The use within this Agreement of the phrase "Currently Combined" and the meaning attached thereto shall not prejudice either Party nor shall it be used by either party to discredit the other Party's position during such arbitrations or otherwise. Moreover, neither party waives any rights it may have to take any position, whether or not contrary to the agreed upon provisions herein, before any Commission or the FCC, relating to UNE Combinations.

1.2 Subject to Section 1.1.2 above, for purposes of Sections 1 and 2 of this Agreement, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in 1.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the Intermedia's POP serving wire center. The circuit must be connected to the Intermedia's switch for the purpose of provisioning telecommunications services, including telephone exchange service, to the Intermedia's end-user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the Intermedia's POP and Intermedia's collocation space at the POP SWC.

1.2.3 BellSouth shall provide combinations of loops and transport to Intermedia in Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. Other combinations of network elements that are not Currently Combined but that BellSouth ordinarily combines in its network shall be made available to Intermedia in Georgia in accordance with Section 1.5.1.3 below. Further, BellSouth will make available to Intermedia combinations of loop and transport network elements that are not Currently Combined but that BellSouth ordinarily combines in its network in Density Zone 1, as defined in 47 C.F.R 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs if Intermedia's customer has four (4) or more DS0 equivalent lines. In all states other than Georgia, and except as specifically stated in this Section, BellSouth shall make available to Intermedia those EEL combinations described in Section 1.3 below, or any other loop and transport combinations, only to the extent such EELs or loop and transport network elements are Currently Combined.

1.2.4 Additionally, there may be instances wherein Intermedia will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the Agreement when unbundled network elements are used for interoffice transport.

1.3 EEL Combinations

DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

DS1 Interoffice Channel + DS1 Local Loop

DS3 Interoffice Channel + DS3 Local Loop

STS-1 Interoffice Channel + STS-1 Local Loop

DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

2-wire VG Interoffice Channel + 2-wire VG Local Loop

4wire VG Interoffice Channel + 4-wire VG Local Loop

4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

1.4 Special Access Service Conversions

Pursuant to the FCC's Supplemental Order Clarification dated June 2, 2000, in CC Docket No. 96-98, Third report and Order, Intermedia may convert special access services to combinations of loop and transport network elements, whether or not Intermedia self provides its entrance facilities (or obtains entrance facilities from a third party) so long as Intermedia uses such combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. For purposes of this Agreement, Intermedia shall satisfy the

requirement of providing a significant amount of local exchange service if Intermedia meets the criteria set forth in the local usage options described in Sections 1.4.1, 1.4.2 or 1.4.3 below. To the extent Intermedia requests a conversion of special access circuits to loop and transport combinations, Intermedia shall send a letter to BellSouth self-certifying that Intermedia is providing a significant amount of local exchange service over such circuits and indicating under what local usage option Intermedia seeks to qualify.

1.4.1 Option 1. Intermedia shall self certify that it is the exclusive provider of the end users's local exchange service. The loop-transport combination must terminate at Intermedia's collocation arrangement in at least one (1) BellSouth central office. This option does not allow the loop-transport combination to be connected to BellSouth's tariffed services. Under this option, Intermedia is the end user's only local service provider and therefore Intermedia providing is more than a significant amount of local exchange service. Consequently, under this option, Intermedia may use the loop-transport combination that serves the end user to carry any kind of traffic, including 100% interstate access traffic.

1.4.2 Option 2. Intermedia shall self certify that it provides local exchange service and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines. For DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at the Intermedia's collocation arrangement in at least one (1) BellSouth central office. This option does not allow loop-transport combinations to be connected to the BellSouth's tariffed services.

Under this option, Intermedia may use the unbundled loop-transport combinations to serve the customer as long as the active channels on the facility, and the entire facility, are being used to provide the amount of local exchange service specified in this option, thereby allowing Intermedia flexibility to use the combinations to provide other services besides local exchange service.

1.4.3 Option 3. Intermedia shall self certify that that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria.

This option does not allow loop-transport combinations to be connected to the incumbent LEC's tariffed services. Under this option, collocation is not required. Intermedia does not need to provide a defined portion of the end user's local service,

but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

1.4.4 The Parties further acknowledge that on a going forward basis, Intermedia may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 1.4 and subject to the termination provisions in the applicable tariffs, if any.

1.5 Rates

1.5.1 Georgia

1.5.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 1.3, whether Currently Combined or new, are as set forth in Attachment 1 of this Amendment.

1.5.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 1.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

1.5.1.3 To the extent that Intermedia seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Intermedia, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Interconnection Agreement.

1.5.2 All Other States

1.5.2.1 Subject to Section 1.2.3 preceding, for all other states, the non-recurring and recurring rates for the EEL combinations set forth in Section 1.3 and other combined loop and transport network elements will be the sum of the non-recurring and recurring rates for the individual network elements unless otherwise negotiated by the parties. Such rates shall be interim and shall be subject to true up upon the Commission's adoption of rates for such combinations.

1.6 Audits. BellSouth may conduct an audit in order to verify whether Intermedia is in compliance with the local usage options with respect to EELs. The following guidelines are to be used in the event BellSouth requests an audit.

1.6.1 BellSouth shall provide 30 days written notice to Intermedia that it desires to conduct an audit of Intermedia's UNE loop and transport combinations it has

purchased from BellSouth. BellSouth shall also forward such notice to the appropriate state Commission.

1.6.2 An independent auditor, hired and paid for by BellSouth, shall be used to perfom the audit. Intermedia shall reimburse BellSouth for the cost of the audit if the audit uncovers non-compliance with the local usage options.

1.6.3 BellSouth may not audit Intermedia more than once in any calendar year, unless the audit finds non-compliance.

1.6.4 In the event that an audit reveals non-compliance, BellSouth may file a complaint with the Commission pursuant to the dispute resolution procedures set forth herein.

2. Port/Loop Combinations

2.1 At Intermedia's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 2.4 below to the extent the same are Currently Combined in BellSouth's network, except as specified in Sections 2.1.1 and 2.1.2 below.

2.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

2.1.2 BellSouth is not required to provide circuit switching in Density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to Intermedia if Intermedia's customer has 4 or more DS0 equivalent lines.

2.2 Definition

2.2.1 For purposes of this Section 2, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

2.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 2.4 following provides the combinations of port and loop network elements that may be ordered by Intermedia when Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.1.2 above.

2.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to Intermedia regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 2.1.2 above.

2.3 Rates for Combinations of Loop and Port Network Elements

2.3.1 Rates for combinations of loop and port network elements, as set forth in Section 2.4, are provided in Exhibit B of this Amendment. Where the state Commission has not ordered rates for loop and port combinations as of the date of this Agreement, the rates for such combinations as set forth in Exhibit B shall be interim, subject to true up upon the Commission's ordering rates.

2.3.2 Rates for Circuit Switching

Rates for circuit switching, where BellSouth is not required, pursuant to Section 2.1, to provide circuit switching are as set forth in Exhibit B of this Amendment.

2.4 Loop and Port Combination Offerings

2.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

2.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

2.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

2.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

2.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

2.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Notes 4 & 5)										
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)										
Density Zone 1 / Top 8 MSAs in BellSouth Region			**Orlando, Ft. Lauderdale, Miami**	**Atlanta**		**New Orleans**		**Greensboro-Winston Salem-Highpoint/ Charlotte-Gastonia-Rock Hill**		**Nashville**
Customers with 4 or more DS0 Equivalent										
Currently Combined (Note2)										
2-Wire Analog Line Port (Res., Bus.), per month	TBD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-Wire Analog Loop (SL1)									NA	NA
2-Wire Analog Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$15.88	NA	NA
2-Wire Analog Loop Zone 1	UEPLX	NA	$13.75	$10.80	NA	$14.05	NA	NA	NA	$15.92
2-Wire Analog Loop Zone 2	UEPLX	NA	$20.13	$12.47	NA	$24.14	NA	NA	NA	$20.79
2-Wire Analog Loop Zone 3	UEPLX	NA	$44.40	$19.83	NA	$49.30	NA	NA	NA	$27.18
2-Wire Analog Loop Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination	TBD	NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	NA	$10.00	$10.00	NA	$10.00	NA	$10.00	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA	$3.50	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC - Incremental Manual Service Order	SOMAN	NA	$19.99	$19.99	NA	$19.99	NA	$19.99	NA	$19.99
NRC - Incremental Manual Service Order Disconnect	TBD	NA	$20.00	$20.00	NA	$20.00	NA	$20.00	NA	$20.00
2- Wire Voice Grade Loop with 2 -Wire DID Trunk Port										
2 - Wire Line Port - DID Trunk Port, per month	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire Analog Loop (SL1)										
2-Wire Analog Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$15.88	NA	NA
2-Wire Analog Loop Zone 1	UEPLX	NA	$13.75	$10.80	NA	$16.60	NA	NA	NA	$15.92
2-Wire Analog Loop Zone 2	UEPLX	NA	$20.13	$12.47	NA	$26.69	NA	NA	NA	$20.79
2-Wire Analog Loop Zone 3	UEPLX	NA	$44.40	$19.83	NA	$51.85	NA	NA	NA	$27.18
2-Wire Analog Loop Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$13.26	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$8.39	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$53.89	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - Addl	TBD	NA	NA	NA	NA	NA	NA	$11.34	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-wire ISDN Digital Port, per month	UEPPB	NA	$24.37	$24.37	NA	$24.37	NA	$24.37	NA	$15.72
2-Wire ISDN Digital Grade Loop										
2-Wire ISDN Loop - Statewide	TBD	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
2-Wire ISDN Loop - Zone 1	TBD	N A	$32.34	$21.89	N A	$21.15	N A	N A	N A	$15.92
2-Wire ISDN Loop - Zone 2	TBD	NA	$47.35	$25.27	NA	$36.32	NA	NA	NA	$20.79
2-Wire ISDN Loop - Zone 3	TBD	NA	$104.47	$40.17	NA	$74.19	NA	NA	NA	$27.18
2-Wire ISDN Loop - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC- 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port	TBD	NA	NA	NA	NA	NA	NA	$43.45	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	NA	$174.35	$174.35	NA	$174.35	NA	$174.35	NA	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	NA	$174.35	$174.35	NA	$174.35	NA	$174.35	NA	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	NA	$286.15	$286.15	NA	$286.15	NA	$286.15	NA	$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	NA	$62.71	$62.71	NA	$62.71	NA	$62.71	NA	$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	NA	$179.01	$179.01	NA	$179.01	NA	$179.01	NA	$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	NA	$481.51	$481.51	NA	$481.51	NA	$481.51	NA	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	NA	$481.51	$481.51	NA	$481.51	NA	$481.51	NA	$328.53
- Subsequent Channel Activity - Per Channel	USASP	NA	$36.92	$36.92	NA	$36.92	NA	$36.92	NA	$28.39
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	NA	$1.17	$1.17	NA	$1.17	NA	$1.17	NA	$0.94
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	NA	$28.17	$28.17	NA	$28.17	NA	$28.17	NA	$22.36
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	NA	$56.33	$56.33	NA	$56.33	NA	$56.33	NA	$44.71
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	NA	$255.25	$255.25	NA	$255.25	NA	$255.25	NA	$189.76
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	TBD	NA	NA	NA	NA	NA	NA	$241.72	NA	NA
4 - Wire DS1 Digital Loop										
4- Wire DS1 Digital Loop- Statewide	TBD	NA	NA	NA	NA	NA	NA	$62.78	NA	TBD
4- Wire DS1 Digital Loop- Zone 1	TBD	NA	$64.69	$55.53	NA	$56.32	NA	NA	NA	TBD
4- Wire DS1 Digital Loop- Zone 2	TBD	NA	$94.71	$64.13	NA	$96.73	NA	NA	NA	TBD
4- Wire DS1 Digital Loop- Zone 3	TBD	NA	$208.93	$101.93	NA	$197.57	NA	NA	NA	TBD
4- Wire DS1 Digital Loop- Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	NA	NA	NA	NA	NA	NA	$241.72	NA	NA
4 - Wire DS1 Digital Loop										
4- Wire DS1 Digital Loop- Statewide	TBD	NA	NA	NA	NA	NA	NA	$62.78	NA	TBD
4- Wire DS1 Digital Loop- Zone 1	TBD	NA	$64.69	$55.53	NA	$56.32	NA	NA	NA	TBD
4- Wire DS1 Digital Loop- Zone 2	TBD	NA	$94.71	$64.13	NA	$96.73	NA	NA	NA	TBD
4- Wire DS1 Digital Loop- Zone 3	TBD	NA	$208.93	$101.93	NA	$197.57	NA	NA	NA	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4- Wire DS1 Digital Loop- Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
STATE ORDERED RATES (Notes 2 & 3)										
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
Exchange Port - 2-Wire Line Port	TBD	$2.20	$2.00	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	$1.90
2-Wire Analog Loop (SL1)										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	TBD	NA	NA	NA	NA	NA	NA	$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	TBD	$16.55	NA	$12.59	NA	$16.60	$16.71	NA	$20.71	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	TBD	$25.51	NA	$14.26	NA	$26.69	$21.45	NA	$29.35	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	TBD	$44.44	NA	$21.62	NA	$51.85	$29.75	NA	$37.68	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	TBD	NA	NA	NA	NA	NA	$38.59	NA	NA	NA
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$13.75	$10.80	$14.79	$14.05	$14.59	NA	$17.02	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$20.13	$12.47	$27.68	$24.14	$19.33	NA	$25.66	$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$44.40	$19.83	$47.78	$49.30	$27.63	NA	$33.99	$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, with change	USACC	$2.80	$10.00	$2.01	$10.00	$3.80	$5.20	$2.77	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, with change	USACC	$0.41	$10.00	$0.3108000	$10.00	$0.29	$0.41	$0.40	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, no change	USAC2	NA	$10.00	$2.01	$10.00	NA	NA	$2.77	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, no change	USAC2	NA	$10.00	$0.3108000	$10.00	NA	NA	$0.40	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASC	NA	$10.00	$10.00	$10.00	NA	NA	$10.00	NA	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	NA	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$40.71	NA	$33.67	NA	$28.12	$43.32	$40.18	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$9.58	NA	$7.88	NA	$7.03	$9.58	$9.45	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic	SOMAN	NA	$19.99	NA	$19.99	$19.99	$19.99	NA	NA	$19.99
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	$1.44	NA	NA	NA	$2.11	$2.87	$1.42	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	$8.25	NA	NA	NA	$5.12	$6.88	$10.27	NA	NA
2- Wire Voice Grade Loop with 2 -Wire DID Trunk Port										
2 - Wire Line Port - DID Trunk Port, per month	TBD	NA	TBD	TBD	NA	TBD	NA	$12.12	NA	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2- Wire Voice Grade Loop										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	TBD	NA	NA	NA	NA	NA	NA	$23.79	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	$20.71	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	$29.35	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	$37.68	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone4 (Note 6)	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$11.67	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$13.75	$10.80	$14.79	$14.05	$14.59	NA	$17.02	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$20.13	$12.47	$27.68	$24.14	$19.33	NA	$25.66	$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$44.40	$19.83	$47.78	$49.30	$27.63	NA	$33.99	$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$13.26	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$8.39	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	$53.89	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - Addl	TBD	NA	NA	NA	NA	NA	NA	$11.34	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-wire ISDN Digital Port	TBD	NA	NA	NA	NA	NA	NA	$24.37	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	TBD	NA	NA	NA	NA	NA	NA	$43.45	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop - Statewide	TBD	NA	NA	NA	NA	NA	NA	$19.08	NA	NA
2-Wire ISDN Digital Grade Loop - Zone 1	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop - Zone 2	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop - Zone 3	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$174.35	$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$286.15	$212.88
4-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
RC - 4-Wire ISDN Digital Grade Loop	USL4P	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$62.71	$61.74
RC - Exchange Port - 4-Wire ISDN Digital Trunk Port	UEPPP	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$179.01	$73.62
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - 1st conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
NRC - 4-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Trunk Port Combination - Add'l conversion	USACP	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$481.51	$328.53
- Subsequent Channel Activity - Per Channel	USASP	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$36.92	$28.39
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$1.17	$0.94
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Outward Telephone numbers	PR7TP	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$28.17	$22.36
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$56.33	$44.71
NRC - 4-Wire ISDN Digital Grade Loop/4-wire ISDN Digital Trunk Port Combination - Subsequent Service Order Per Order	USASP	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$255.25	$189.76

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	TBD	NA	NA	NA	NA	NA	NA	$179.01	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Statewide	TBD	NA	NA	NA	NA	NA	NA	$241.72	NA	NA
4- Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 1	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 2	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 3	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop - Statewide	TBD	NA	NA	NA	NA	NA	NA	$62.71	NA	NA
4- Wire DS1 Digital Loop - Zone 1	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop - Zone 2	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop - Zone 3	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire DS1 Digital Loop - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$481.51	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$481.51	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	NA	NA	NA	NA	NA	$36.92	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$1.17	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$28.17	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$56.33	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	NA	NA	NA	NA	NA	$255.25	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	NA	NA	NA	NA	NA	NA	$123.52	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	TBD	NA	NA	NA	NA	NA	NA	$186.23	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop - Statewide	TBD	NA	NA	NA	NA	NA	NA	$62.71	NA	NA
4 - Wire DS1 Digital Loop - Zone 1	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop - Zone 2	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop - Zone 3	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	NA	NA	NA	NA	NA	$490.38	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addl	TBD	NA	NA	NA	NA	NA	NA	$490.38	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DIDTrunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	NA	NA	NA	NA	NA	$146.91	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	NA	NA	NA	NA	NA	$120.96	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	NA	NA	NA	NA	NA	$29.65	NA	NA
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	NA	NA	NA	NA	NA	$127.63	NA	NA
All Other Loop/Port Combinations	TBD	TBN	TBN	Note 2	TBN	TBN	TBN	TBN	TBN	TBN
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	This USOC to be used for Unbundled Loop when ordering Loop/Port Combination								
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	This USOC to be used for Local Number Portability when ordering Loop/Port Combinations								

NOTES:

1. Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.
2. In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations.
3. In the absence of ordered rates by a State Commission (FL, KY, TN), the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.
4. Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.
5. The Extended Area Calling Plans set forth in the stand-alone UNE Port rates section will apply to combinations of the loop/port network elements.
6. Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.

ENHANCED EXTENDED LINKS (EELs)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].										
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:										
2-wire analog voice grade loop SL2 and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$196.90	TBD	$99.22	NA	$208.13	$229.90	NA	$264.80	NA
Zone 2	TBD	$208.11	TBD	$101.60	NA	$220.80	$235.88	NA	$275.76	NA
Zone 3	TBD	$231.79	TBD	$112.08	NA	$252.41	$246.32	NA	$286.31	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$257.43	NA	NA	NA
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	NA	NA	NA	NA	NA	$15.88	NA	$26.02
2-wire VG Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	$15.24	$13.75	$15.40	$14.79	$17.65	$18.35	NA	$21.57	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	$24.75	$20.13	$17.78	$27.68	$30.32	$24.33	NA	$32.53	NA
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	$44.85	$44.40	$28.26	$47.78	$61.93	$34.77	NA	$43.08	NA
2-wire VG Loop per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.78	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$93.40	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$126.22	NA	$126.66	NA	$126.66	NA	$165.21
Per additional circuit in same DS1, Recurring - Zone 1	TBD	$19.21	NA	$17.60	NA	$19.07	$18.35	NA	$23.33	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	$30.42	NA	$19.98	NA	$31.74	$24.33	NA	$34.29	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	$54.10	NA	$30.46	NA	$63.35	$34.77	NA	$44.84	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	$45.88	NA	NA	NA
VG (COCI) interface card per month	1D1DD	NA	$2.22	$2.20	NA	$1.06	NA	$1.06	NA	$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$162.03	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$107.76	NA	$123.03	NA	$163.75	NA	$124.84
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$271.29	$137.81	NA	$128.42	NA	NA	NA	$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$104.90	$91.65	NA	$93.60	NA	NA	NA	$140.72
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$131.09	NA	$213.21	NA	$184.35	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$87.18	NA	$133.31	NA	$114.94	NA	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.26	$12.15	NA	$11.18	NA	$12.39	NA	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.84	$8.76	NA	$8.06	NA	$8.93	NA	$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	$59.93	NA	$38.07	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	$32.29	NA	$38.07	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$20.10	NA	$19.47	NA	NA	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:										

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$204.34	NA	$101.17	NA	$216.32	$235.35	NA	$274.14	NA
Zone 2	TBD	$129.33	NA	$110.71	NA	$233.81	$242.64	NA	$289.11	NA
Zone 3	TBD	$251.00	NA	$126.28	NA	$277.43	$255.37	NA	$303.52	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$268.93	NA	NA	NA
Recurring Charges										
4-wire VG Loop per month, statewide	UEAL4	NA	NA	NA	NA	$31.52	NA	$27.20	NA	NA
4-wire VG Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
4-wire VG Loop, per month, Zone 1 (Note 1)	TBD	$24.01	$24.26	$22.88	$20.92	$24.36	$22.38	NA	$29.47	$15.92
4-wire VG Loop, per month, Zone 2 (Note 1)	TBD	$39.00	$35.51	$26.42	$39.14	$41.85	$29.67	NA	$44.44	$20.79
4-wire VG Loop, per month, Zone 3 (Note 1)	TBD	$70.67	$78.35	$41.99	$67.56	$85.47	$42.40	NA	$58.85	$27.18
4-wire VG Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$55.96	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.58	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$18.23	NA	$126.66	NA	$158.01	NA	$165.21
Per additional circuit in same DS1, Recurring - Zone 1	TBD	26.65	NA	$24.93	NA	$27.26	$22.38	NA	$32.67	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	41.64	NA	$28.37	NA	$44.75	$29.67	NA	$47.64	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	54.1	NA	$43.52	NA	$88.37	$42.40	NA	$62.05	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA		$55.96	NA	NA	NA
VG (COCI) interface card per month	1D1DD	NA	$1.46	$2.67	NA	$1.06	NA	$1.28	NA	$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$162.03	NA	$160.49	NA	$534.48	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$107.76	NA	$123.03	NA	$462.69	NA	$124.84
NRC-4-wire VG Local Loop - 1st	UEAL2	NA	$271.29	$290.91	NA	$128.42	NA	$86.50	NA	$192.97
NRC-4-wire VG Local Loop - Add'l	UEAL2	NA	$104.90	$235.93	NA	$93.60	NA	$27.80	NA	$140.72
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$131.09	NA	$213.21	NA	$262.56	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$87.18	NA	$133.31	NA	$163.02	NA	$135.80
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.26	$12.15	NA	$11.18	NA	$12.39	NA	$12.61
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.84	$8.78	NA	$8.06	NA	$8.93	NA	$9.03
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	$59.93	NA	$25.51	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	$32.29	NA	$8.37	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop:	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
Recurring Charges										
2-wire ISDN Loop per month, statewide	U1L2X	NA	NA	NA	NA	NA	NA	$27.20	NA	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92
2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79
2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.58	NA	$0.35

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$126.22	NA	$126.66	NA	$158.01	NA	$165.21
2-wire ISDN(BRITE COCI) per month	UC1CA	NA	$3.86	$3.41	NA	$4.18	NA	$3.76	NA	$3.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$162.03	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$107.76	NA	$123.03	NA	$163.75	NA	$124.84
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA	$271.29	$137.81	NA	$223.27	NA	$276.96	NA	$58.50
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA	$104.90	$91.65	NA	$172.63	NA	$234.99	NA	$31.00
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$131.09	NA	$213.21	NA	$262.56	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$87.18	NA	$133.31	NA	$163.02	NA	$135.80
NRC-2-wire BRITE(COCI)interface card -1st	1D1VG	NA	$12.26	$12.15	NA	$12.29	NA	$15.76	NA	$12.61
NRC-2-wire BRITE(COCI)interface card -Add'l	1D1VG	NA	$8.84	$8.76	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	$57.58	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	$36.31	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$20.10	NA	$16.12	NA	NA	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:										
56 kbps loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$207.66	NA	$109.12	NA	$219.46	$238.58	NA	$278.93	NA
Zone 2	TBD	$224.73	NA	$113.21	NA	$239.20	$246.91	NA	$296.34	NA
Zone 3	TBD	$280.78	NA	$131.21	NA	$288.44	$261.48	NA	$313.10	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$276.99	NA	NA	NA
Recurring Charges										
4-wire 56kbps Loop per month, statewide	UDL56	NA	$36.98	$30.72	NA	$35.58	NA	$40.12	NA	NA
4-wire 56kbps Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
4-wire 56 kbps Loop, per month, Zone 1 (Note 1)	TBD	$27.33	$39.08	$26.44	NA	$27.50	$25.61	NA	$34.26	$36.45
4-wire 56 kbps Loop, per month, Zone 2 (Note 1)	TBD	$44.40	$57.21	$30.53	NA	$47.24	$33.94	NA	$51.67	$45.87
4-wire 56 kbps Loop, per month, Zone 3 (Note 1)	TBD	$80.45	$126.22	$48.53	NA	$96.48	$48.51	NA	$68.43	$65.75
4-wire 56 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	$64.02	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.58	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$18.23	NA	$126.66	NA	$158.01	NA	$165.21
Per additional circuit in same DS1, Recurring - Zone 1	TBD	$29.97	NA	$28.42	NA	$30.40	$28.48	NA	$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	$47.04	NA	$32.41	NA	$50.14	$36.81	NA	$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	$73.31	NA	$49.94	NA	$99.38	$51.38	NA	$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	$66.89	NA	NA	NA
4-wire 56kbps card COCI per month	1D1DD	NA	$2.22	$1.06	NA	$1.94	NA	$2.03	NA	$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$370.81	$162.03	NA	$160.49	NA	$217.17	NA	$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$247.73	$107.76	NA	$123.03	NA	$163.75	NA	$124.84
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$271.29	$458.86	NA	$333.28	NA	$642.74	NA	$643.00

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$104.90	$279.18	NA	$230.50	NA	$421.02	NA	NA
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$131.09	NA	$213.21	NA	$262.56	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$87.18	NA	$133.31	NA	$163.02	NA	$135.80
NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	NA	$12.26	$12.15	NA	$11.18	NA	$12.39	NA	$12.61
NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	NA	$8.84	$8.76	NA	$8.06	NA	$8.93	NA	$9.03
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	$59.93	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	$32.29	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$20.10	NA	$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:										
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	$204.34	NA	$109.12	NA	$219.46	$238.58	NA	$278.93	NA
Zone 2	TBD	$219.33	NA	$113.21	NA	$239.20	$246.91	NA	$296.34	NA
Zone 3	TBD	$251.00	NA	$131.21	NA	$288.44	$261.48	NA	$313.10	NA
Zone 4	TBD	NA	NA	NA	NA	NA	$276.99	NA	NA	NA
Recurring Charges										
4-wire 64kbps Loop per month, statewide	UDL64	NA	$36.98	$30.72	NA	$35.58	NA	$40.12	NA	$42.23
4-wire 64kbps Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	$27.33	$39.08	$26.44	NA	$27.50	$25.61	NA	$34.26	$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	$44.40	$57.21	$30.53	NA	$47.24	$33.94	NA	$51.67	$45.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	$80.45	$126.22	$48.53	NA	$96.48	$48.51	NA	$68.43	$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.58	NA	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$154.74	$18.23	NA	$126.66	NA	$158.01	NA	$165.21
Per additional circuit in same DS1, Recurring - Zone 1	TBD	$29.97	NA	$28.42	NA	$30.40	$28.48	NA	$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	$47.04	NA	$32.41	NA	$50.14	$36.81	NA	$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	$73.31	NA	$49.94	NA	$99.38	$51.38	NA	$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	$66.89	NA	NA	NA
4-wire 64kbps card COCI per month	1D1DD	NA	$1.06	$1.06	NA	$1.94	NA	$2.03	NA	$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	$370.81	$162.03	NA	$160.49	NA	$217.17	NA	$165.53
NRC- DS1 interoffice - Add'l	U1TF1	NA	$247.73	$107.76	NA	$123.03	NA	$163.75	NA	$124.84
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$271.29	$458.86	NA	$333.28	NA	$642.74	NA	$192.97
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$104.90	$279.18	NA	$230.50	NA	$421.02	NA	$140.72
NRC-DS1 Channelization System -1st	MQ1	NA	$127.67	$131.09	NA	$213.21	NA	$262.56	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$29.75	$87.18	NA	$133.31	NA	$249.15	NA	$135.80
NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	NA	$12.26	$12.15	NA	$11.18	NA	$12.39	NA	$12.61
NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	NA	$8.84	$8.76	NA	$8.06	NA	$8.93	NA	$9.03
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	$59.93	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	$32.29	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$20.10	NA	$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:										
DS1 Loop per month,State wide	USLXX	NA	$96.46	$60.88	NA	$35.58	NA	$151.50	NA	NA
DS1 Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	$22.88	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	$26.42	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	$41.99	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.2035	$0.31	NA	$0.78	NA	$0.58	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$93.31	$63.39	NA	$93.40	NA	$71.29	NA	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	$370.81	$258.46	NA	$160.49	NA	$217.17	NA	NA
NRC- DS1 interoffice - Add'l	U1TF1	NA	$247.73	$109.53	NA	$123.03	NA	$163.75	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	$434.24	$520.02	NA	$502.73	NA	$568.96	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$235.29	$220.38	NA	$293.92	NA	$335.56	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	$59.93	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	$32.29	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$20.10	NA	$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.98	NA	$8.06	NA	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:										
DS3 Loop per Facility Termination per month	UE3PX	NA	$407.58	$390.34	NA	$573.23	NA	$413.09	NA	$607.28
DS3 Loop per mile	1L5ND	NA	$11.97	$8.90	NA	$8.77	NA	$11.40	NA	$23.76
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA	$1,130	$717.60	NA	$1,025.00	NA	$720.38	NA	$840.61
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	$4.25	$0.31	NA	$6.78	NA	$12.98	NA	$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 interoffice - 1st	U1TF3	NA	$682.89	$674.50	NA	$589.06	NA	$794.94	NA	$877.70
NRC- DS3 interoffice - Add'l	U1TF3	NA	$288.32	$437.35	NA	$418.42	NA	$579.55	NA	$540.32
NRC-DS3 Local Loop - 1st	UE3PX	NA	$502.08	$761.81	NA	$696.86	NA	$757.25	NA	$829.52
NRC-DS3 Local Loop - Add'l	UE3PX	NA	$307.56	$545.54	NA	$496.00	NA	$534.95	NA	$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	$69.84	NA	$56.25	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	$69.84	NA	$56.25	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	$37.71	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.03	NA	$37.71	NA	NA	NA	NA
STS-1 Interoffice Channel and STS-1 Local Loop:										
STS-1 Loop per Facility Termination per month	UDLS1	NA	$449.40	$390.34	NA	$454.28	NA	$428.93	NA	$400.21
STS-1 Loop per mile	1L5ND	NA	$11.97	$8.90	NA	$11.26	NA	$11.40	NA	$30.53
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TS1	NA	$1,114	$783.63	NA	$1,000.00	NA	$800.94	NA	$838.65
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.25	$2.75	NA	$6.78	NA	$6.29	NA	$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- STS-1 interoffice - 1st	U1TFS	NA	$682.89	$633.41	NA	$589.06	NA	$624.86	NA	$1,012.52
NRC- STS-1 interoffice - Add'l	U1TFS	NA	$288.32	$569.05	NA	$418.42	NA	$436.36	NA	$655.99
NRC-STS-1 Local Loop - 1st	U1TS1	NA	$502.08	$761.81	NA	$708.46	NA	$757.25	NA	$829.52
NRC-STS-1 Local Loop - Add'l	U1TS1	NA	$307.56	$545.54	NA	$507.34	NA	$534.95	NA	$512.23
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	$69.84	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	$69.84	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	$37.71	NA	NA	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.03	NA	$37.71	NA	NA	NA	NA
DS3 Interoffice Channel and DS1 Local Loop:										
DS1 Loop per month,State wide	USLXX	NA	$96.46	$60.88	NA	$35.58	NA	$151.50	NA	NA
DS1 Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	$22.88	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	$26.42	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	$41.99	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	1L5XX	NA	$1,130	$717.60	NA	$1,025.00	NA	$720.38	NA	$840.61
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	$4.25	$6.46	NA	$6.78	NA	$12.98	NA	$6.88
DS3 Channelized System per month	MQ3	NA	$222.61	$202.91	NA	$244.37	NA	$236.35	NA	$225.59
DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.51	$0.67	NA	$15.49	NA	$16.29	NA	$3.91
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 interoffice - 1st	U1TF3	NA	$682.89	$458.74	NA	$589.06	NA	$794.94	NA	$877.70
NRC- DS3 interoffice - Add'l	U1TF3	NA	$288.32	$257.24	NA	$418.42	NA	$579.55	NA	$540.32
NRC-DS1 Local Loop - 1st	USLXX	NA	$434.24	$334.23	NA	$502.73	NA	$568.96	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$235.29	$187.42	NA	$293.92	NA	$335.56	NA	NA
NRC-DS3 Channelization System -1st	MQ3	NA	$240.04	$196.71	NA	$314.72	NA	$331.54	NA	$326.17

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS3 Channelization System - Add'l	MQ3	NA	$106.82	$110.30	NA	$224.70	NA	$241.81	NA	$236.25
NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.26	$12.15	NA	$11.18	NA	$12.39	NA	$12.61
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.84	$8.76	NA	$8.06	NA	$8.93	NA	$9.03
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	$34.00	NA	NA	NA	NA	NA	$19.99
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$27.79	NA	$36.28	NA	$91.26	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$20.10	NA	$26.20	NA	$91.26	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$11.98	NA	$19.47	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	GA	NA	$8.06	NA	NA	NA	NA
STS-1 Interoffice Channel and DS1 Local Loop:										
DS1 Loop per month,State wide	USLXX	NA	$96.46	$60.88	NA	$72.86	NA	$151.50	NA	NA
DS1 Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	$22.88	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	$26.42	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	$41.99	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$449.40	$966.49	NA	$1,000.00	NA	$428.93	NA	$840.61
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$11.97	$10.25	NA	$6.78	NA	$11.40	NA	$6.88
DS3 Channelized System per month	MQ3	NA	$222.61	$202.91	NA	$244.37	NA	$236.35	NA	$225.59
DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.51	$0.67	NA	$15.49	NA	$16.29	NA	$3.91
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-DS1 Local Loop - 1st	USLXX	NA	$434.24	$429.98	NA	$502.73	NA	$568.96	NA	TBD
NRC-DS1 Local Loop - Add'l	USLXX	NA	$235.29	$268.18	NA	$293.92	NA	$335.56	NA	TBD
NRC- STS-1 interoffice - 1st	U1TFS	NA	$682.89	$761.81	NA	$589.06	NA	$624.86	NA	$1,012.52
NRC- STS-1 interoffice - Add'l	U1TFS	NA	$288.32	$545.54	NA	$418.42	NA	$436.36	NA	$655.99
NRC-DS3 Channelization System -1st	MQ3	NA	$240.04	$251.45	NA	$314.72	NA	$331.54	NA	$326.17
NRC-DS3 Channelization System - Add'l	MQ3	NA	$106.82	$485.61	NA	$224.70	NA	$241.81	NA	$236.25
NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.26	$12.15	NA	$11.18	NA	$12.39	NA	$12.61
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.84	$8.76	NA	$8.06	NA	$8.93	NA	$9.03
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$56.49	NA	$53.06	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$45.97	NA	$42.98	NA	$55.00	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$36.97	NA	$46.32	NA	NA	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$26.45	NA	$24.83	NA	NA	NA	NA
2-wire VG Interoffice Channel and 2-wire Local Loop:										
2-wire VG Loop per month, statewide	UEAL2	NA	$17.88	$17.89	NA	$22.84	NA	NA	NA	$26.02

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire VG Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	NA	$26.72	$17.07	NA	$19.10	NA	$18.01	NA	$18.33
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	$0.0100	$0.02	NA	$0.04	NA	$0.03	NA	$0.02
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 2-wire VG interoffice - 1st	U1TV2	NA	$222.65	$79.61	NA	$104.23	NA	$137.48	NA	$83.35
NRC- 2-wire VG interoffice - Add'l	U1TV2	NA	$118.83	$36.08	NA	$39.91	NA	$52.58	NA	$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$271.29	$104.17	NA	$128.42	NA	NA	NA	$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$104.90	$78.10	NA	$93.60	NA	NA	NA	$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.88	NA	$36.28	NA	$38.07	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.36	NA	$26.20	NA	$38.07	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$19.47	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	$8.06	NA	NA	NA	NA
4-wire VG Interoffice Channel and 4-wire Local Loop:										
4-wire VG Loop per month, statewide	UEAL4	NA	$31.02	NA	NA	NA	NA	$27.20	NA	NA
4-wire VG Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	$222.65	NA	NA	NA	NA	NA	NA	NA
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	$118.83	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$271.29	NA	NA	NA	NA	$86.50	NA	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$104.90	NA	NA	NA	NA	$27.80	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	NA	NA	NA	NA	$3.50	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4-wire 56kbps Loop per month, statewide	UDL56	NA	$36.98	$29.92	NA	$35.58	NA	$40.12	NA	$42.23
4-wire 56kbps Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA		NA
Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	U1TD6	NA	$23.82	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA	$0.0100	$0.02	NA	$0.04	NA	$0.03	NA	$0.17
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire 56kbps interoffice - 1st	U1TD6	NA	$222.65	$79.61	NA	$104.23	NA	$137.48	NA	$83.35
NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	NA	$118.83	$36.08	NA	$39.91	NA	$52.58	NA	$20.88
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$271.29	$348.55	NA	$421.27	NA	$642.74	NA	$643.00
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$104.90	$241.20	NA	$274.74	NA	$421.02	NA	$421.28
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.88	NA	$36.28	NA	$38.07	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.36	NA	$26.20	NA	$38.07	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	$11.41	NA	NA	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
4-wire 64kbps Loop per month, statewide	UDL64	NA	$36.98	$30.72	NA	$35.58	NA	$40.12	NA	$42.23
4-wire 64kbps Loop per mile, statewide	1L5ND	NA	$0.00	$0.00	NA	$0.00	NA	$0.00	NA	$0.00
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per month	U1TD6	NA	$19.46	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA	$0.0100	$0.02	NA	$0.04	NA	$0.03	NA	$0.17
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA	$222.65	$674.50	NA	$589.06	NA	$137.48	NA	$877.70
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA	$118.83	$437.35	NA	$418.42	NA	$52.58	NA	$540.32
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$271.29	$761.81	NA	$696.86	NA	$642.74	NA	$829.52
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$104.90	$545.54	NA	$496.00	NA	$421.02	NA	$512.23
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.20	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.60	NA	NA	NA	NA	NA	NA	$19.99

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	$69.84	NA	$38.07	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	$69.84	NA	$38.07	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	$37.71	NA	NA	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.03	NA	$37.71	NA	NA	NA	NA
Network Elements used in Dedicated Transport Combinations at UNE Rates (Note4)										
Local Channels:										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	$14.61	$26.31	$18.28	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Zone 1	TBD	NA	NA	$11.91	NA	NA	NA	NA	NA	$16.42
Zone 2	TBD	NA	NA	$13.83	NA	NA	NA	NA	NA	$20.66
Zone 3	TBD	NA	NA	$21.98	NA	NA	NA	NA	NA	$29.61
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA:										
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	$307.54	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA	NA	$73.78	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$21.58	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.48	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDV4	$15.77	$27.48	$17.18	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Zone 1	TBD	NA	NA	$12.90	NA	NA	NA	NA	NA	$17.38
Zone 2	TBD	NA	NA	$14.90	NA	NA	NA	NA	NA	$21.88
Zone 3	TBD	NA	NA	$23.68	NA	NA	NA	NA	NA	$31.36
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA:										
NRC-4-wire VG Local Channel - 1st	ULDV4	NA	NA	$307.54	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	NA	$73.78	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$21.58	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.48	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	ULDF1	$35.52	$42.98	$38.57	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Zone 1	TBD	NA	NA	$33.02	NA	NA	NA	NA	NA	$34.76
Zone 2	TBD	NA	NA	$38.13	NA	NA	NA	NA	NA	$43.75
Zone 3	TBD	NA	NA	$60.60	NA	NA	NA	NA	NA	$62.70
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA:										
NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	$162.03	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	$107.76	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$21.58	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.48	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$8.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - DS3										
DS3 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$6.92	$34.00	$8.77	NA	NA	$12.08	$23.76
DS3 Local Channel - Facility Termination per month	ULDF3	$525.40	$560.39	$517.56	$610.64	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA:										
NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	NA	$761.81	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	NA	$545.54	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$66.21	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$33.90	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$36.15	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$14.20	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$71.04	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$39.60	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - STS-1										
STS-1 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$6.92	$30.04	$8.77	$38.98	NA	$12.08	$25.11
STS-1 Local Channel - Facility Termination per month	ULDFS	$525.40	$569.67	$517.56	$610.64	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA:										
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	$761.81	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	$545.54	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC3										
Local Channel - OC3 - per Mile	TBA	$8.23	$7.83	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
Local Channel - OC3 - per Facility Termination	TBA	$691.33	$940.35	$630.21	$713.29	$753.65	$689.68	$611.36	$701.71	$620.20
NRC - Ordinarily Combined in GA:										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC12										
Local Channel - OC12 - per Mile	TBA	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
Local Channel - OC12 - per Facility Termination	TBA	$2,557	$2,753	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined in GA:										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC48	**USOC**									
Local Channel - OC48 - per Mile	TBA	$33.22	$36.67	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50
Local Channel - OC48 - per Facility Termination	TBA	$1,713	$1,944	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
Local Channel - OC12 interface on OC48 Facility	TBA	$736.71	$586.28	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
NRC - Ordinarily Combined in GA:										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
High Capacity Loops:										
Local Loop - Dedicated - DS3										
DS3 Local Loop- per mile per month	1L5ND	$10.85	$11.97	$8.90	$43.69	$11.26	$11.40	$11.40	$15.53	$30.53
DS3 Local Loop- per Facility Termination	UE3PX	$419.65	$449.40	$390.34	$436.95	$439.59	$413.09	$413.09	$421.60	$400.21
NRC - Ordinarily Combined in GA:										
NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	NA	$761.81	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	NA	$545.54	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Loop - Dedicated - STS-1										
STS-1 Local Loop - per mile	1L5ND	$10.85	$11.97	$8.90	$43.69	$11.29	$54.39	$11.40	$15.53	$30.53
STS-1 Local Loop- per Facility Termination	UDLS1	$434.31	$449.40	$390.34	$436.95	$454.28	$427.81	$428.93	$431.32	$400.21
NRC - Ordinarily Combined in GA:										
NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA	NA	$761.81	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA	NA	$545.54	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Loop - OC3										
Local Loop - OC3 - per Mile	TBA	$8.23	$9.08	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
Local Loop - OC3 - per Facility Termination	TBA	$691.33	$651.40	$630.21	$713.29	$753.65	$689.68	$611.36	$701.71	$620.20
NRC - Ordinarily Combined in GA:										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Loop - OC12										
Local Loop - OC12 - per Mile	TBA	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
Local Loop - OC12 - per Facility Termination	TBA	$2,557	$2,068	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined in GA:										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Loop - OC48										
Local Loop - OC48 - per Mile	TBA	$33.22	$36.67	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50
Local Loop - OC48 - per Facility Termination	TBA	$1,713	$1,699	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
Local Loop - OC12 interface on OC48 Facility	TBA	$736.71	$592.09	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
NRC - Ordinarily Combined in GA:										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,162.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channels:										
Interoffice Channel - Dedicated - 2-wire VG										
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.03	$0.0100	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.02
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	$18.49	$26.72	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - Ordinarily Combined in GA:										
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - 4-wire VG										
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA:										
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS0 - 56kbps										
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.03	$0.0100	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - Ordinarily Combined in GA:										
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	NA	$36.08	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS0 - 64kbps	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.03	$0.0100	$0.02	$0.03	$0.04	$0.03	$0.03	$0.04	$0.17
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - Ordinarily Combined in GA:										
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	$79.61	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	$36.08	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS1										
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.69	$0.2035	$0.31	$0.45	$0.78	$0.66	$0.58	$0.76	$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$79.69	$93.31	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
NRC - Ordinarily Combined in GA:										
NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	$162.03	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	$107.76	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$23.98	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$17.77	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$15.13	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$7.02	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS3 - per mile per month										
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$4.98	$4.25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$898.15	$1,130	$717.60	$1,112.02	$1,131.09	$686.84	$720.38	$904.49	$840.61
NRC - Ordinarily Combined in GA:										
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	$579.26	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	$312.99	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$51.27	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$38.87	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$30.42	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.76	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - STS-1										
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$4.98	$9.32	$2.72	$12.06	$6.78	$15.02	$12.98	$8.13	$6.88
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$898.15	$569.67	$788.00	$1,112.02	$1,025.00	$744.38	$720.38	$967.70	$840.61
NRC - Ordinarily Combined in GA:										
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	NA	$633.41	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	NA	$569.05	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA

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NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC3										
Interoffice Channel - OC3 - per Mile	TBA	$4.98	$8.38	$4.37	$28.56	$23.89	$18.35	$24.69	$9.75	$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	$898.15	$3,043	$2,187.00	$1,493	$2,990.00	$1,892.00	$611.36	$2,802	$2,124.00
NRC - Ordinarily Combined in GA:										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC12										
Interoffice Channel - OC12 - per Mile	TBA	$19.26	$26.91	$15.05	$84.88	$74.44	$60.42	$30.38	$32.52	$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	$9,763	$11,685	$8,202.00	$12,344	$11,517.00	$7,182.00	$2,122	$11,132	$8,015.00
NRC - Ordinarily Combined in GA:										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										

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	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC48										
Interoffice Channel - OC48 - per Mile	TBA	$30.65	$34.66	$25.70	$138.02	$128.59	$102.43	$120.02	$45.92	$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	$11,691	$12,554	$11,134.00	$16,017.00	$14,950.00	$11,480.00	$1,677	$967.58	$11,632.00
Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,424	$1,208	$1,137.00	$1,497.00	$1,451.00	$1,351.00	$582.66	$1,561	$1,170.00
NRC - Ordinarily Combined in GA:										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Channelization:										
DS3 Channelization										
DS3 Channelized System per month	MQ3	$225.36	$222.61	$202.91	$236.32	$244.37	$229.30	$236.35	$200.01	$225.59
DS3 Interface per month (DS1 COCI)	UC1D1	$17.22	$14.51	$0.67	$8.52	$15.49	$5.58	$16.29	$11.99	$3.91
NRC - Ordinarily Combined in GA:										
NRC - DS3 Channelization - 1st	MQ3	NA	NA	$248.39	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Add'l	MQ3	NA	NA	$134.21	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - 1st	UC1D1	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - Add'l	UC1D1	NA	NA	$8.76	NA	NA	NA	NA	NA	NA

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$14.91	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$6.63	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$10.88	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$0.00	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OR										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
DS1 Channelization										
DS1 Channelized System per month	MQ1	$136.82	$154.74	$18.23	$200.01	$126.66	$146.87	$158.01	$147.51	$165.21
OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$1.66	$2.22	$1.06	$2.94	$1.94	$2.86	$2.03	$2.34	$2.46
VG interface card per month	1D1VG	$0.86	$1.46	$2.67	$1.40	$1.06	$1.45	$1.28	$1.47	$1.25
2-wire ISDN(BRITE card) per month	UC1CA	$3.41	$3.86	$3.41	$4.04	$4.18	$3.88	$3.76	$4.21	$3.33
NRC - Ordinarily Combined in GA:										
NRC - DS1 Channelization - 1st	MQ1	NA	NA	$131.09	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Add'l	MQ1	NA	NA	$87.18	NA	NA	NA	NA	NA	NA
NRC - Channel Activation VG - 1st	1D1VG	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRITE - 1st	UCICA	NA	NA	$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation BRITE - Add'l	UCICA	NA	NA	$8.76	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$34.00	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.79	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$20.10	NA	NA	NA	NA	NA	NA
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.98	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

BELLSOUTH/Intermedia RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Access to DCS - Customer Reconfiguration (FlexServ)										
	DS1 DSC Termination with DS0 Switching	TBD	TBD	$28.72	$22.86	TBD	TBD	TBD	TBD	TBD	TBD
	DS1 DSC Termination with DS1 Switching	TBD	TBD	$12.23	$8.64	TBD	TBD	TBD	TBD	TBD	TBD
	DS3 DSC Termination with DS1 Switching	TBD	TBD	$154.31	$151.85	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - Ordinarily Combined in GA:										
	NRC - Customer Configuration Establishment	TBD	TBD	$2.97	$2.91	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	$3.44	$3.36	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	$37.23	$18.07	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	$25.36	$17.49	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	$22.81	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	$16.73	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$11.27	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$11.27	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$13.03	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

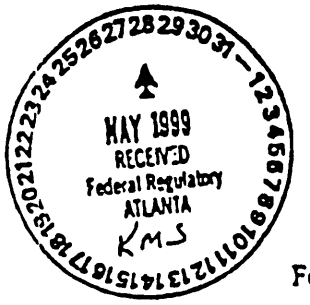
Notes :

1. **Deaveraged Rates will be effective May 1, 2000**
2. **New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region:**
   - **Florida - Miami, Orlando, Ft. Lauderdale**
   - **Louisiana - New Orleans**
   - **N. Carolina - Greensboro, Charlotte**
   - **Tennessee - Nashville**
3. **Unapproved rates are subject to true up.**
4. **Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.**

*** Examples:**

- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel										
	- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card										
	The "Switch As Is" NRC applies to existing network combinations.										
	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.										



PLEASE DATE-STAMP AND RETURN

BellSouth Telecommunications, Inc.
TRA 99-00948
Exhibit CKC-3
July 18, 2000

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
	)	

BELLSOUTH'S COMMENTS

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BELLSOUTH CORPORATION
BELLSOUTH TELECOMMUNICATIONS, INC.

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Date: May 26, 1999

VI. ANALYSIS OF SPECIFIC NETWORK ELEMENTS

The following sections analyze whether the Commission should order that particular elements be unbundled and provided at cost-based prices. The best place to look for evidence of the possibility that an efficient CLEC's meaningful opportunity to compete may have been impaired is the market. CLECs are competing successfully across the country without using incumbent LEC network elements. Much of the existing marketplace evidence is presented below.

A key common thread that emerges is that because the competitive situation for elements varies so enormously by geographic market, the Commission must examine specific markets (or groups of markets) in order to properly apply the necessary and impair standards. A single national treatment of transport or loops, for example, could never be justified under the Commission's well-established market definition precedents because the alternatives to network elements and the overall competitive situation in major urban areas differs so greatly from rural areas.

The elements analyzed below include all of the elements the Commission subjected to unbundling under its original analysis as well as "new" elements discussed in the *Second FNPRM*.[26] Operations support systems should be provided to support network elements that must be unbundled. Where an element is not subject to unbundling, unbundling of OSS for that element is not required by the section 251(d)(2).

Consistent with the approach outlined above, and the Commission's traditional approach to competitive analysis, each of the following sections defines a product and geographic market

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[26] The Commission must approach each of these elements with a blank slate. *Iowa Utilities Board*, 119 S.Ct. 736-737.

(and, where appropriate, sets out the proper way to aggregate individual geographic markets across the country to make analysis both accurate and manageable). Each section then describes the current competitive facts. Next, the analysis compares facts to the Act's standards, and includes a specific discussion of the likely consumer effect of mandatory unbundling at cost-based prices. Finally, each section includes a conclusion as to whether a particular element can legally be unbundled.

A. Network Elements Used In The Provision Of Advanced Services

The *Second FNPRM* seeks comment on whether network elements used in the provision of advanced services should be unbundled. *Second* FNPRM, ¶ 35 (citing the *Advanced Services NPRM*). The Commission singles out the incumbent LEC digital subscriber line access multiplexer (DSLAM) and packet switch in particular for comment. *Id.* As described below, both these elements are used to provide advanced service over the networks of incumbent LECs. The Commission has previously defined advanced services by their speed, rather than their method of delivery -- transmission at speeds in excess of 200 kbps are, at least today, considered to be advanced services whether delivered over cable, wireless, satellite or traditional wireline telephony facilities.[27]

It would be extraordinary for the Commission to order unbundling in the advanced services arena. This is a market that is just being created. An unbundling requirement here would apply essentially to investment dollars, not existing networks or equipment. BellSouth has deployed fewer than 150 DSLAMs. For perspective, BellSouth has about 1,600 central

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[27] *In the Matter of Inquiry Concerning the Deployment of Advanced Telecommunications Capability to All Americans in a Reasonable and Timely Fashion, and Possible Steps to Accelerate Such Deployment Pursuant to Section 706 of the Telecommunications Act of 1996,* CC Dkt. No. 98-146, Report FCC 99-5, released February 2, 1999, ¶ 20 (*Advanced Services Report*).

offices. CLECs have installed more DSLAMs than "incumbents," and there is no shortage of capital that would stop them from continuing to do so. The Commission should be encouraging investment by all parties in this market. Unbundling incumbent LEC investment dollars does not do this, as AT&T has so vigorously, and successfully argued concerning the directly analogous investment it is making in upgrading its cable networks. C. Michael Armstrong, *Telecom and Cable TV: Shared Prospects for the Communications Future*, delivered to the Washington Metropolitan Cable Club (Nov. 2, 1998) available at <<www.att.com/speeches/98/981102.maa.html.

Unbundling is doubly unnecessary because the market facts demonstrate competitive advanced services may be provided equally well, or better, over other networks. In fact, both cable and wireless providers are ahead of incumbent LECs in rolling out advanced services.[28] As discussed more fully below, competition from alternative networks "opens the possibility of intermodal competition, like that between trucks, trains, and planes in transportation." *Advanced Services Report*, ¶ 48 (footnotes omitted). Competition between networks promises a "competitive 'broadband market.'" *Id.* ¶ 48 n. 46.

Unbundling the wireline network while leaving directly competing networks free of unbundling obligations would be a short-sighted, fundamentally anti-consumer and anti-Congress act because it would substitute regulation for competition instead of the reverse. Ignoring "intermodal" competition is exactly the shortsighted regulatory mistake that led to the deterioration of the nation's railroads, which labored under regulatory burdens not imposed on competitive forms of transportation. The Commission's analysis of unbundling in the advanced

[28] *Advanced Services Report*, ¶¶ 53-58.

services area must specifically account for the competitive discipline imposed by competing methods of delivering advanced services.

1. DSLAMs and Packet Switches in the Wireline Network

As detailed in the *UNE Fact Report: Advanced Services*,[29] high-speed services can be delivered over traditional wireline networks. Doing so requires a digital modem at the subscriber's premises and a DLSAM at the end of the subscriber's copper loop, generally the nearest central office. The DSLAM separates the xDSL subscriber's voice and data traffic.[30] Voice traffic is routed to a traditional circuit switch while data traffic is routed to its destination through a packet switch.[31] The transport media used between the subscriber and the central office is the same twisted pair loop as that used for today's purely voice service.

To offer xDSL service to a particular subscriber, an incumbent LEC and a CLEC must go through exactly the same steps. First, a DSLAM must be purchased and located in the particular central office at which the subscriber's copper loop terminates. Because xDSL is a copper loop technology, the DSLAM cannot be located beyond the central office. Traffic beyond the central office is generally digitized and transported on fiber facilities. xDSL technology will not function in those circumstances. This technological fact means that enhanced extended links, for

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[29] P. Huber and E. Leo *UNE Fact Report*, Prepared for Ameritch, Bell Atlantic, BellSouth, GTE, SBC, and US West, attached to the comments of the United States Telephone Association, filed in this proceeding (May 26, 1999).

[30] *In the Matter of Deployment of Wireline Services offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking*, FCC 99-48, released March 31, 1999, ¶¶ 11-12 (*Advanced Services Order*).

[31] The packet switch can be a frame relay or ATM switch. Both provide the same basic functionality. The choice between them is driven by economics and quality of service needs. Both switches are also used for a broad array of other data services.

example, cannot be used by any carrier to provide xDSL service. All carriers, CLECs and incumbents alike, have to place DSLAMs at the end of the copper loop.[32]

As far as purchasing, DSLAMs are available equally to incumbents and CLECs from several vendors. *UNE Fact Report: Advanced Services* at 24-26. There are no standards or manufacturer relationships that advantage Bell companies over CLECs. *Id.* To date, CLECs have purchased more DLSAMs than Bell companies, making CLECs the larger buyers. *Id.* CLEC relationships with well funded strategic partners, including the major IXCs, show that they are very unlikely to be at any disadvantage to incumbent LECs when it comes to purchasing DSLAMs.[33] *Id.*

DSLAMs are essentially modular. Once purchased, they can be installed in racks as demand warrants. Each central office DSLAM installed by BellSouth serve 576 lines. Remote terminal DSLAMs serve 192 lines. This allows both CLECs and incumbents to tailor deployment based on demand. Large start-up investments or traffic volumes are not necessary to cost-effectively deploy DSLAMs, and service can be efficiently added in relatively small increments. No CLEC has introduced evidence in any of the Commission's proceedings suggesting that they were at any disadvantage in purchasing DSLAMs.

Once purchased, by either a CLEC or an incumbent, a DSLAM must be installed. Installation of a CLEC DSLAM in an incumbent LEC's central office hardly impairs a CLEC's ability to offer services. There are about 1,000 CLEC collocation arrangements completed or

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[32] Current xDSL technology is designed to provide advanced service over copper facilities. In order to provide service to a particular subscriber, the DSLAM must connect directly to the copper loop serving the subscriber. Where a subscriber's copper loop is connected through digital loop carrier to fiber facilities before the central office, a DSLAM must be located in the field where the digital cross connect is made. A DSLAM must be located where subscriber copper facilities end. BellSouth provides CLECs the ability to locate DSLAMs in the field.

underway in BellSouth facilities. A cost analysis of CLEC collocation under the Commission's previous rules is attached. Attachment A. This analysis supports the market reality that collocation expenses are not impairing efficient CLECs' meaningful opportunities to compete.

The Commission's recent *Advanced Services Order* provides a broad new range of advantageous collocation opportunities for CLECs, further reducing their costs. The *Advanced Services Order* provides CLECs with, among many other things, claims to shared and cageless collocation in incumbent central offices, which provide opportunities to reduce collocations expenses.[34] BellSouth provides all these options. In addition, BellSouth provides CLECs and state commissions with detailed performance data on its provision of collocation. State commissions closely monitor BellSouth's provision of collocation.

Next, subscriber loops must be individually tested to determine if the loop can support advanced service. If the loop can support service, a modem must be available at the subscriber's premises.[35] In some cases, the local loop may need to be "conditioned" for service by removing equipment that would interfere with an xDSL signal.[36] BellSouth will condition loops for CLECs in a nondiscriminatory manner for a fee. In fact, under the Commission's rules, incumbents must "take affirmative steps to condition existing loop facilities to enable" CLEC provision of xDSL service. *Advanced Services Order*, ¶ 53. However, in some cases, the loop

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[33] If any particular CLEC did not have sufficient purchase volumes to justify lower prices, it could pool its volume with other CLECs to get the lowest prices.

[34] A CLEC-to-CLEC market for shared collocation expense will quickly emerge if collocation does in fact represent a financial burden. If no market develops, that would suggest that CLECs with current collocation arrangements do not view the expense as substantial, otherwise they would seek to share the expense and the space.

[35] *Advanced Services Order* at ¶ 10.

[36] Standard equipment to provide voice service such as bridge taps and load coils may have to be removed to provide xDSL service.

simply cannot support the technology, and xDSL service cannot be provided by any carrier over the incumbent LEC network.[37]

The next task is to connect the potential xDSL subscriber's loop to the DSLAM. This process is identical, whether the DSLAM is a CLEC's or an incumbent's. If voice service is being provided by the incumbent before xDSL service is initiated, the incumbent will disconnect the subscriber's loop from the MDF and provide a cross-connect to the DSLAM. The loop must then be connected to the DSLAM.

Transport facilities to the CLEC voice and packet switches are available from numerous CLECs in urban areas as set out in the Transport section below. BellSouth transport facilities will be available under 251(d)(2) where that standard is met, or under section 271 at market rates.

Finally, any CLEC offering xDSL service must be able to route data traffic to a packet switch to provide data service. Packet switches are available from several manufacturers. CLECs have deployed many packet switches. Because BellSouth cannot provide service across LATA boundaries, BellSouth must locate packet switches within each of its LATAs. CLECs are under no such obligation, and can locate switches to maximize network efficiency. Transport costs for data traffic are very low, and packet switches can effectively serve a very broad area. The provision of data services using packet switching is a new and rapidly growing market. *UNE Fact Report: Switching at 32-34*. Incumbent local providers trail the interexchange carriers by a very substantial margin in this market, in large part because this market demands national, not local, service. *See* Frost & Sullivan, U.S. Markets for ATM, Frame Relay, SMDS and X.25 Public Data Services, at 1-5 (1998) (AT&T, MCI and Sprint account for about 75% of

[37] For example, loops over 18,000 feet long generally cannot support xDSL technology. Of course, cable, wireless or satellite networks are not restrained by xDSL limitations, and can provide advanced service.

business data services and over 90% of more advanced ATM and frame relay services); *UNE Fact Report: Switching* at 32-34.

2. Competitive Provision of Advanced Service

As set out in Commission reports and orders and the *UNE Fact Report: Advanced Services*, advanced services are provided over competing cable, wireless, satellite and telephony networks.[38] The Commission has suggested that cable providers are farthest ahead in the race to provide advanced services, followed by wireless providers and CLECs. *Advanced Services Report*, ¶¶ 53, 57, 58. Incumbent LECs and satellite providers follow. *Id.* The Commission's conclusions were informed by market and technological facts. Incumbent LECs are not incumbents in the advanced services market. Inter-network competition in this market promises to be vigorous. "Numerous companies in virtually all segments of the communications industry are starting to deploy, or plan to deploy in the near future, broadband to the consumer market." *Advanced Services Report*, ¶ 12. These plans include enormous investment in facilities to provide service over the last mile to the home. *Id.*, ¶ 34.

a. Cable Providers

Cable providers are perceived to enjoy three key advantages over incumbent LECs in the advanced service race. These advantages may translate into permanent control of the advanced services market. As detailed in the *UNE Fact Report: Advanced Services*, advanced services are now available over cable networks to over 20 million homes, roughly 20 percent of the U.S. market. *UNE Fact Report: Advanced Services* at 7. Comparing the maps of cable and

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[38] Advanced services are sometimes delivered over local elements like telephone or cable company wires to houses, and sometimes delivered over elements that can serve the entire nation, like satellites. Defining a geographic market for advanced services would be complex. Given the newness of the market and the fact that consumers are expected to face the same types

incumbent LEC advanced service deployment makes cable's present lead clear. *Id.* at 4, Maps 1 and 2. Cable providers add to this present advantage aggressive deployment plans. Cable advanced service will be available to over 30 million homes by the end of this year, while xDSL service is predicted to be available over no more than 1 million lines. *Id.* at 9.

Cable's broader rollout and other advantages has allowed it to develop a commanding lead. Industry observers predict that cable's "first mover" advantage is likely to translate into a commanding long-term position. *See, e.g.* Paul Kagan Associates, Inc., Cable TV Technology, *U.S. High-Speed Access Cable & ADSL Projection Model*, 1997-2006 (Feb. 28, 1998) (predicting three quarters of U.S. households using advanced services will obtain service over cable networks); *UNE Fact Report: Advanced Services* at 11, n. 49 (collecting other citations).

Cable's perceived second advantage is the fact that its "broadband platform makes cable an optimal medium for transmitting large amounts of digital information - data, graphics, and video - at high speeds. *See*, B. Esbin, Office of Plans and Policy, FCC, *Internet Over Cable: Defining the Future in Terms of the Past* at 76, OPP Working Paper No. 30 (Aug. 1998); *see also UNE Fact Report: Advanced Services* at 11, n.49. That is, cable's last mile hybrid-coaxial cable infrastructure is generally perceived to be superior for advanced service to the twisted pair of the telephony network.[39]

Cable's perceived third key advantage is its freedom from FCC imposed restrictions that hamper incumbent LEC investment in providing advanced services. Cable providers reject even the prospect of allowing competitors access to their network, through unbundling or otherwise.

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of competitive choices in essentially every market, no particular geographic market is defined here.

[39] Of course, cable also has substantial advantages in constructing the long distance part of their networks because they are free of interLATA prohibitions.

"No company would invest billions of dollars ... if competitors which have not invested a penny of capital nor taken an ounce of risk can come along and get a free ride in the investments and risks of others." C. Michael Armstrong, *Telecom and Cable TV: Shared Prospects for the Communications Future*, delivered to the Washington Metropolitan Cable Club (Nov. 2, 1998) available at <<www.att.com/speeches/98/981102.maa.html.

b. Wireless Providers

Advanced services are also being provided over wireless networks. *UNE Fact Report: Advanced Services* at 11-15. Providers are using a variety of spectrum allocations to provide service and have aggressive rollout plans. *Id.* Wireless spectrum serves as a complete substitute for incumbent LEC last mile facilities. In fact, the Commission has ranked wireless providers ahead of incumbent LECs in the deployment of broadband facilities that serve the last mile. *Advanced Services Report* at ¶¶ 53, 57, 58. MCI WorldCom and Sprint have been investing in wireless providers to provide advanced services. *UNE Fact Report: Advanced Services* at 13. Wireless providers have forged alliances with many major firms and have access to substantial capital to fund additional service rollouts. *Id.* at 13-14 and Table 4.

c. Satellite Providers

Satellite networks are already providing advanced services nationwide. *Applications for Consent to the Transfer of Control of Licenses and Section 214 Authorizations from Tele-Communications, Inc. to AT&T Corp.*, Memorandum Opinion and Order, CS Dkt. No. 98-178, FCC 99-245, ¶ 74 (rel. Feb. 18, 1999)(Direct TV provides nationwide Internet access at speeds up to 400 kbps). Satellite service avoids the incumbent LEC network completely. Satellite providers are rapidly deploying and upgrading facilities. *UNE Fact Report: Advanced Services*

at 15-16. AOL has recently signed with Direct TV to offer satellite access to AOL's huge subscriber base.

d. CLECs

The market facts set out in the *UNE Report: Advanced Services* at pp. 18-24 show that the process for CLECs to deliver advanced services over incumbent networks is working. CLEC business plans predict that it will continue to work. CLECs have used incumbent loops and central office collocation to provide advanced service using their own DSLAMs and packet switches to such an extent that the Commission recently ranked CLECs ahead of "incumbents" in providing xDSL service.[40] *Advanced Services Report* ¶ 53, 56, 58. ALTS claims, on behalf of facilities-based CLECs, that CLECs using incumbent loops and collocation are leading incumbents in providing advanced services. *UNE Report: Advanced Services* at 20. In fact, these CLECs offered advanced services to over five million homes as of December, 1998, and expect that number to quadruple by the end of 1999. *Id.* A CLEC study claims that CLECs have also used the current process to outstrip incumbent deployment of DSLAMs to provide advanced services in rural areas. Economics and Technology, Inc., "*Building a Broadband America: The Competitive Keys To The Future Of The Internet*," at iv. Aggressive CLEC service rollout suggests that the process is working.[41]

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[40] It is misleading to suggest that there are "incumbents" in the race to provide advanced services. Incumbent LECs do have local loop and central office assets that CLECs may not have. But these assets are available on a nondiscriminatory basis to CLECs as ordered by the Commission. Thus, no incumbency advantage remains, and, if any did, the Commission could remedy directly. In the other areas, there is no advantage. Incumbent LECs are not "incumbents" in the deployment of DSLAMs and packet switching. Instead, they are behind other providers of advanced services.

[41] To the extent collocation or other issues are raised as handicapping CLEC rollout of xDSL service, the Commission should address the issues directly, consistent with the Act and Commission rules on such concerns, rather than bootstrap an unbundling requirement.

3. Will An Efficient CLEC's Meaningful Opportunity To Compete Be Impaired Without Access to Incumbent LEC DSLAMs and Packet Switches at Cost-Based Prices?

Efficient advanced services competitors have more than meaningful opportunities to compete in the provision of advanced services without the Commission creating investment disincentives for both CLECs and incumbents by mandating cost-based access to incumbent LEC DSLAMs and packet switches. The answer to the question of whether consumers are likely to benefit from forced unbundling of incumbent LEC advanced services network elements is hardly theoretical. To-date, there has been no requirement that incumbents unbundle DSLAMs or packet switches and "there are, or likely will soon be, a large number of actual participants and potential entrants in this market." *Advanced Services Report*, ¶ 48 (footnotes omitted). As the Commission has noted, competition among cable, wireless, satellite and telephony networks mean that "the preconditions for monopoly appear absent in the 'last mile' of the advanced services market.... There is no indicat[ion] that the consumer market is inherently a natural monopoly." *Id.* If the last mile for advanced services is not subject to monopoly, DSLAMs and packet switches readily available for purchase can hardly be an impediment to competition. Competition is serving consumers today without unbundling.

Advanced services competition comes from several sources. Cable networks appear to have the lead and are predicted to translate their earlier start, network topography into a long-term commanding lead in subscribers. The Commission has also ranked wireless providers ahead of incumbent LECs in deploying service. Today's market leaders have no need for incumbent LEC elements to provide advanced services over their networks. The lack of availability of those elements has not impaired, and could not impair, their opportunity to compete.

The Supreme Court's requirement that the Commission look outside incumbent LEC networks when considering whether not making an element available would impair competition dictates that the Commission give great weight to this evidence of actual competition between networks. This competition guarantees consumer welfare. By rights, the Commission should go no further. Antitrust precedent would end the analysis once it became apparent that firms could successfully compete without the facility. Requiring access to a facility that is "essential" or important simply to benefit one set of competitors bound to a particular business plan will not create any consumer benefits when competition already exists. Unbundling in these circumstances will have only negative consequences – reduced investment and administrative cost burdens.

Even should the Commission seek to turn the impair test into a test of whether a particular sort of competitive strategy should be favored over competition– by substituting a test of whether a "CLEC using an incumbent LEC's loops has a meaningful opportunity to compete without the incumbents DSLAMs and packet switches" test, the evidence shows that such CLECs are competing successfully today, without unbundled DSLAMs and packet switching.

CLECs have been collocating their own DSLAMs and using their own packet switches to provide advanced services over incumbent local loops. CLECs have been so successful at doing this that the Commission has ranked them ahead of incumbents in deploying advanced services. *Advanced Services Report*, ¶¶ 53, 56, 58. CLECs themselves claim that they provide advanced services to over five million homes, that they lead the incumbents in providing advanced services, and that their services will continue to be rolled out on an aggressive schedule. *UNE Fact Report: Advanced Services* at 20 (collecting citations).

In effect, the Commission has conducted an experiment and the results are in. CLECs have very successfully competed using their own DSLAMs and packet switching. Announced CLEC plans for continued aggressive service roll out, in both urban and rural areas, show that lack of access to unbundled DSLAMs and packet switches is not impairing tomorrow's CLEC advanced service. Without competitive impairment, there is no justification for unbundling these elements.

4. What Effect On Investment In DSLAMs And Packet Switches Will An Unbundling Obligation Have?

Given advanced service competition from other networks and from CLECs using basic elements of incumbent networks, there is no competitive or consumer benefit to be entered on the positive side of the ledger from unbundling incumbent DSLAMs and packet switches. However, unbundling these particular elements would give rise to some especially substantial negatives. As set out in the *Jorde, Sidak and Teece Affidavit*, unbundling reduces investment. Given a no-risk no-cost option to use incumbent DSLAMs and packet switches at cost-based prices, CLECs will exercise that option and forego investing in their own equipment in at least some circumstances. This effect will be especially pronounced in areas where CLECs can avoid risky investments in new technology by relying on incumbent LEC investments.

In addition, as set out in the *Jorde, Sidak and Teece Affidavit*, incumbent LEC investment in advanced services technology will suffer from imposing obligations to share the technology at cost-based prices. This effect will be especially pronounced in this innovative, relatively risky technology.[42] That the reduction in investment is likely to be major is supported not just by

[42] This results from the relatively high risks of deploying facilities to offer untried advanced services. Consumers may not accept the technology or may select alternative network providers, so incumbent LEC investments may not prove profitable in the market. If the investments are successful, forced unbundling at cost-based prices limits the investor's returns to a

academic analysis. AT&T, which is engaged in similarly upgrading its cable networks warns that "no company will invest billions of dollars to become a facilities-based ... services provider if competitors who have not invested a penny of capital nor taken an ounce of risk can come along and get a free ride on the investments and risks of others." Remarks of C. Michael Armstrong, Chairman and CEO, AT&T, delivered to Washington Metropolitan Cable Club, Washington, D.C. (Nov. 2, 1998).

5. Loop Spectrum May Not Be Unbundled Under Section 251(d)(2)

The Commission has raised the prospect of requiring unbundling of spectrum on incumbent LEC loops in another proceeding.[43] *Second Advanced Services Order* at ¶ 99. The Commission appears to be interested in spectrum unbundling based on the interests of a particular subset of CLECs. These CLECs would prefer to pay for only a "part of the loop to deliver advanced services, rather than the entire loop, as incumbents and CLECs now do. Spectrum unbundling may not be ordered under section 251(d)(2).

The Commission has rejected similar proposals on their merits in the past because they were not in the interests of competition. In rejecting those proposals, the Commission concluded correctly that "[g]iving competing providers exclusive control over network facilities dedicated to particular end users provides such carriers the maximum flexibility to offer new services to such end users." *First Report and Order*, 11 FCC Rcd at 15,693 ¶ 385.

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governmentally-set cost of capital. The investment examples presented in the *Jorde, Sidak and Teece Affidavit* demonstrate how incumbent LEC investment in new technology will be reduced.

[43] Initially, loop spectrum is not likely to qualify as a network element under the Act. And, providing access to unbundled spectrum is unlikely to prove technically feasible. The operational problems alone of managing different carriers using the same loop are likely to rise to the level of technical infeasibility. BellSouth will detail the technical and operational issues with spectrum unbundling in its comments in the Commission's advanced services docket.

Loop spectrum will not pass section 251(d)(2)'s impair test because there are alternative facilities to unbundled spectrum on the local loop that are being used to compete in the provision of advanced services. As set out above, these alternative facilities include cable loops, wireless and satellite access and the use of the incumbent's local loop. Cable and wireless providers, using their own facilities, lead incumbents in deploying advanced services. As described above, CLECs have been able to provide advanced services over incumbent loops to the extent that they can also claim to be ahead of incumbents in rolling out service. The availability of these alternative facilities precludes a finding that failure to unbundle spectrum could impair an efficient CLEC's meaningful opportunity to compete.

Unbundling incumbent loop spectrum can have no consumer benefits because the advanced services market is already competitive.[44] Even CLECs that wish to provide only advanced services over the telephone local loop have competitive options open to them -- they can ally with CLECs that offer voice services and offer voice and data separately or in a bundle over a loop. In this case, the loop would be taken in its entirety, then shared depending on the responsible CLEC's plans. Thus, CLECs have the same competitive options open to them as do the incumbent LECs. Forcing the incumbent to unbundle loop spectrum would create only a special advantage for particular CLECs.[45] Consumers benefit from rules that benefit competition not from rules that benefit only particular competitors.

Although there are no consumer benefits from spectrum unbundling, it would have substantial real costs. Unbundling under the Commission's TELRIC pricing scheme would

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[44] Any benefit that could be advocated at this stage would be premature until after the industry and the Commission have gained experience with the Commission's recently changed collocation rules.

[45] Pricing unbundled spectrum under the Commission's TELRC pricing scheme, given the cost allocation issues, is certain to create a fertile field for profitable arbitrage. The Commission should not mistake requests to create the potential for arbitrage based on regulated prices with competition.

create a significant disincentive to incumbent LEC and CLEC investment in advanced services. *Jorde, Sidak and Teece* at ¶ 57, 65 (calculating no net public benefits from spectrum unbundling). The operational and regulatory costs to administer a spectrum unbundling scheme would also be extremely high.

6. Conclusion

Failure to unbundle incumbent LEC DSLAMs and packet switches would not impair the opportunities for efficient competitors to compete in the provision of advanced services. Cable, wireless and satellite providers have rolled out service broadly and successfully without these elements. In fact, incumbent LEC DSLAMs and packet switches have no place in these alternative networks. CLECs have competed successfully to-date without unbundled DSLAMs and packet switches and continue to publicly announce their future success. Thus, the impairment standard is not satisfied. On the other hand, forced unbundling of those elements would reduce investment in the provision of advanced services by incumbents and CLECs alike.

Similarly, the unbundling of loop spectrum cannot be justified under section 251(d)(2).

B. Interoffice Transmission Facilities

The Commission's *First Report and Order* recognized that "there are alternative suppliers of interoffice facilities in a few areas." *First Report and Order* at 15718. Although there have been competing providers of local transport for years,[46] the Commission ordered that these incumbent facilities be unbundled and provided at cost-based prices throughout the entire United States because it felt that competitors would be better off with more rather than fewer options. *Id.* The closer attention to competitive alternatives required by the Court and the

[46] *UNE Fact Report: Interoffice Transport Section* at 1. In fact, both MCI and Sprint argued at divestiture that local transport was not part of the local monopoly and should be opened to competition. *Id.* at 2.

PLEASE DATE-STAMP AND RETURN

BellSouth Telecommunications, Inc.
TRA 99-00948
Exhibit CKC-4
July 18, 2000



Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

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In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
	)	

REPLY COMMENTS OF BELLSOUTH CORPORATION

BELLSOUTH CORPORATION

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June 10, 1999

IV. ADVANCED SERVICES ELEMENTS

BellSouth's Comments and the *UNE Fact Report* spelled out just how new and how competitive the market for providing high-speed, advanced services is. BellSouth Comments at 32-47; *UNE Fact Report: Advanced Services* at VI. By rights, and aiming at regulatory parity, the Commission should not even consider unbundling network elements used to deliver advanced services.

No one has stated the case better than AT&T that regulating this market is likely to harm investment, competition and consumers. As AT&T explains, the market is highly competitive now—the market leading cable companies face competition from "RBOCs, CLECs, ISPs, wireless providers, satellite companies and others, who are investing billions of dollars to deploy broadband facilities and compete for customers."[4] AT&T's and TCI's economists state that "it is impossible to predict from today's vantage point who the leading competitors will be and how the competitive uncertainties concerning technologies, qualities and design of services, availabilities and prices will resolve."[5]

AT&T and TCI take the position that the "[c]ompetition between [cable companies] and ILECs will promote consumer welfare."[6] The competition between these

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[4] *In the Matter of Joint Application of AT&T Corp. and Tele-Communications, Inc. for Transfer of Control to AT&T of Licenses and Authorizations Held by TCI and its Affiliates Or Subsidiaries*, AT&T's and TCI's Joint Reply To Comments And Joint Oppostion To Petitions To Deny Or To Impose Conditions, CS Docket No. 98-178, at 34-35 (Nov. 13, 1998)(*AT&T-TCI Joint Reply*)(footnotes omitted).

[5] Ordover and Willig Affidavit, Attached to *AT&T-TCI Joint Reply* at ¶ 23.

[6] *Id.* at ¶ 27.

two networks is sufficient to ensure access to "broadband networks," presumably of any type, "so long as that access is efficient and consistent with consumers' demands"[7]

Given the degree of competition to provide advanced services, AT&T concludes that

> far from promoting the widespread availability of advanced services, subjecting new entrants such as TCI [and incumbent LECs are even newer entrants] to the unbundling and other obligations" would thwart competition. Forced unbundling with its attendant regulatory uncertainty would likely slow down investment in the development of broadband last mile data transport.[8]

The entire cable industry echoes this advanced services refrain. Although cable providers have a substantial lead in deploying advanced services capabilities, they are confident that any regulatory mandate of access to advanced service elements will discourage or eliminate the prospect of further investment, reduce innovation and harm consumers.

> requiring a particular provider of Internet access to make its facilities available to other Internet service providers would only stifle innovation, the development of facilities-based alternatives and the growth of the Internet....Mandating access to an Internet service provider's facilities, however, would not encourage competition because it would reduce substantially the incentives for competitors to develop additional facilities-based alternatives.

Cox Communications, Inc. 706 Comments at 3-4.[9]

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[7] *Id.* at ¶ 50.

[8] *Id.* at ¶ 49. AT&T and TCI doubt whether it is even administratively possible to regulate access to advanced services facilities. *AT&T-TCI Joint Reply* at 49.

[9] Comments of Cox Communications, Inc., *In the Matter of Inquiry Concerning the Deployment of Advanced Telecommunications Capability to All Americans in a Reasonable and Timely Fashion, and Possible Steps to Accelerate Such Deployment Pursuant to Section 706 of the Telecommunications Act of 1996*, CC Dkt No. 98-146 (filed October 8, 1998). Cites to other comments filed in this round of the 706 proceeding are referred to by the name of the commenter followed by "706 Comments."

> Imposing unbundling and resale obligations on cable operators for the benefit of entities that chose not to construct their own networks would turn section 706 on its head by suppressing cable's incentives to invest in new broadband capability.

National Cable Television Association 706 Comments at 25.

> One of the most durable barriers to new entry into telecommunications markets is the prospect that new entrants will be subject to burdensome regulation.

Comcast Corporation 706 Comments at 12.

Of course, AT&T's and the cable industry's comments set out above were made in other proceedings. Only AT&T has reversed course.

A. Section 251(d)(2) Can Be Stretched No Farther Than To Require Incumbent LECs To Provide Local Loops And Collocation To Aid CLECs In Providing Advanced Services Through xDSL Technology

The debate over whether to unbundle network elements used by incumbent LECs to provide advanced services cannot go beyond collocation and loops.[10] Where collocation is available to allow CLEC xDSL competition over incumbent LEC local loops, an entitlement to free ride on incumbent LEC investment in DSLAMS could never meet section 251(d)(2)'s limiting standard. As described by AT&T and cable companies above, any such requirement could never be in the interests of competition or consumers. No such decision could be squared with the absence of an unbundling requirement for network elements used to provide the same advanced services over cable networks. Regulatory parity is a simple goal that would ennable greater competition.

CLECs are using incumbent LEC local loops and collocation to compete very successfully today. "As a general matter, the collocation of DSLAMs in an ILEC central office is not an expensive, capital intensive exercise." Information Technology Industry Council Comments at 7. As set out in BellSouth's Comments, the process has worked well enough that CLECs can claim to have a substantial advanced services lead over incumbent LECs. CLECs predict that this lead will continue. BellSouth Comments at 41. In fact, "ILECs have no legacy advantage with respect to the installation and use of advanced services electronics ... ILECs must now acquire and install new equipment just like their advanced services competitors." Information Technology Industry Council Comments at 6-7.

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[10] Of course, cable operators are not required to offer, and do not provide, similar access to their facilities.

CLECs focusing on the advanced services market agree that the availability of collocation and loops is all that is required from incumbent LECs. Unbundled DSLAMs and packet switching are not. Northpoint sums this up.

> To date, all of the competitive LECs have entered the advanced services market by installing their own DSLAMs in central office collocation cages purchased from the incumbent LECs. Where competitive LECs enjoy access to loops and collocation, any competitive LEC can provide the necessary infrastructure (DSLAMs and packet switches) required to provide advanced services.

Northpoint Comments at 18; Rhythms Comments at 12; Covad Comments at III; Information Technology Industry Council Comments at 6-8.

Northpoint concludes that only where "loops and collocation are unavailable" should the incumbent LEC "be required to provide competitive LECs with access to unbundled DSLAMs. Northpoint Comments at 19; Information Technology Industry Council Comments.

Of course, whether there is competition between xDSL providers should not be the issue. As described above, competition between advanced services networks exists. Focusing only on one technology is not the genuine look at alternatives that the Court ordered. Focusing on competition among DSL providers to the exclusion of competition from other networks is fundamentally identical to excluding PCS carriers from the wireless service market.[11]

Nonetheless, BellSouth provides loops and collocation. Where conditioned loops are available, BellSouth makes them available to CLECs. Where they are not, BellSouth will condition them for CLECs. There are about 1,000 CLEC collocation arrangements already in place or in progress in BellSouth's region. Of BellSouth's approximately

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[11] The Commission does not define wireless markets so narrowly. *Third CMRS Report.*

1,600 central offices, 251 have at least one completed collocation, and 99 more offices have arrangements in progress. Shortly, 350 BellSouth offices will have at least one collocation arrangement. Of course, CLEC collocation is occurring in the central offices that serve disproportionately high numbers of lines, so the competitive reach of CLEC collocation is very substantial.

The *Advanced Services Order*[12] provides CLECs more flexibility in collocating and creates additional options for reducing collocations costs substantially. BellSouth provides CLECs the ability to collocate DSLAMs in the field. For example, BellSouth allows CLECs to collocate DSLAMs adjacent to BellSouth remote terminals.

To the extent collocation could possibly be still viewed as impairing CLEC opportunities to compete, the right approach is to address the collocation issue, not to unbundle DSLAMs. In markets depending on risky, new investment unbundling requirements are all but certain to reduce investment and harm innovation and consumers.[13]

Some CLECs, particularly AT&T and MCI WorldCom, argue that they should be allowed to free ride on new incumbent LEC investment in new DSLAMs.[14] AT&T

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[12] *In the Matter of Deployment of Wireline Services offering Advanced Telecommunications* Capability, CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking*, FCC 99-48, released March 31, 1999, (*Advanced Services Order*).

[13] *See, e.g.*, Kahn Declaration at ¶ 7.g. Information Technology Industry Council Comments at 8 ("the elimination of unbundling obligations for ILEC advanced service equipment would encourage ILECs to deploy advanced services technologies").

[14] BellSouth's Comments pointed out that BellSouth has just begun deploying DSLAMs. Only 147 had been installed by the end of March. Thus, any unbundling requirement will in fact apply principally to future incumbent investment. Unbundling investment dollars is not the goal of section251(d)(2). The potential return of that new investment would be

makes no mention of its directly opposing views on unbundling cable network elements used to provide advanced services. This is not a matter of different statutory contexts. AT&T is arguing exactly opposite policy points -- unbundling incumbent LEC advanced service elements will be pro-competitive while unbundling cable network advanced service elements will be anti-competitive. Or, in the alternative, market forces are strong enough to guarantee that cable providers will grant access to their facilities where it would benefit consumers, but those same competitive forces will have no effect on incumbent LECs. AT&T's arguments here are so directly counter to its cable positions that they cannot carry any weight.

MCI WorldCom chooses to argue that it needs unbundled incumbent LEC DSLAMS at risk-free TELRIC prices even though DSLAMs are "affordable." MCI WorldCom Comments at 50 (DSLAMs cost $8,000-20,000 apiece and serve from 200-300 lines). It argues that collocation costs make deployment of DSLAMs "uneconomic." MCI WorldCom Comments at 50. This unsupported assertion not only runs counter to the actual experience of CLECs that are deploying DSLAMs (and CLECs have deployed DSLAMS in urban and rural areas),[15] and to BellSouth's analysis of collocation costs attached to its Comments, but also gives no credit to the Commission's recent *Advanced Services Order*, which will further reduce collocation costs.[16] That order "further

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severely limited by an unbundling requirement at TELRIC prices. *See* Kahn Declaration at ¶ 7.g; Hausman and Sidak Reply Affidavit; *T&T-TCI Joint Reply*, Ordover and Willig Affidavit at ¶ 49.

[15] *See, e.g.*, Information Industry Technology Council Comments at 7 ("collocation of DSLAMs in an ILEC central office not an expensive, capital intensive exercise").

[16] MCI WorldCom's argument illustrates the Court's caution that a return lower than one a CLEC could imagine cannot support a finding of that a CLEC's opportunities to compete would be impaired. No doubt providing advanced services over an incumbent

erode[s] arguments for requiring ILECs to offer the electronics associated with their advanced services." Information Industry Technology Council Comments at 9.

MCI WorldCom also argues that it should get unbundled access to DSLAMs because in rural areas revenue opportunities would make deployment by MCI WorldCom "difficult to justify." MCI WorldCom Comments at 50-51. This argument is belied by the market fact that other CLECs can justify rural deployment, as evidenced by their deploying in rural areas. The deployment by these CLECs shows that an efficient CLEC can operate in rural areas too.

MCI WorldCom's argument demonstrates the dangers of unbundling described by Professor Kahn and in the Jorde, Sidak and Teece Affidavit attached to USTA's Comments. In MCI WorldCom's example, a CLEC is free to make a risky investment in providing advanced services in rural areas, but does not view it as likely to be sufficiently profitable. An incumbent LEC may weigh the situation differently, and decide to invest. The CLEC could then claim the right to use the incumbent LEC's investment at TELRIC prices. This illustrates nicely the point that unbundling obligations reduce CLEC incentives to invest and will discourage incumbent incentives as well. The example also illustrates how unbundling obligations create regulation rather than competition. That, is real facilities-based competition that could have existed in MCI WorldCom's example is replaced with regulated access to the incumbent LEC's DSLAM. CLECs that have the opportunity to invest in providing services are not impaired if they choose not to.

LEC's network would be more profitable if collocation were free or DSLAMs grew on trees, but that is hardly the point.

EXHIBIT A

Service Performance Measurements And Enforcement Mechanisms

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to CLEC-1 in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.

2.2 BellSouth will make performance reports available to CLEC-1 on a monthly basis. The reports will contain information collected in each performance category and will be available to CLEC-1 through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to CLEC-1 regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

3.1.1 BellSouth will update the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of CLEC-1. CLEC-1 may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.

3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B of this Attachment, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of CLEC-1. BellSouth will notify CLEC-1 of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and CLEC-1's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B, attached hereto and incorporated herein by this reference.

4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and CLEC-1 where no analogous process, product or service is feasible. See Exhibit B.

4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to CLEC-1 resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C.

4.3.6 Affected Volume means that proportion of the total impacted CLEC-1 volume or CLEC Aggregate volume for which remedies will be paid.

4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to CLEC-1 when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.

4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission ("Commission") or its

designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to CLEC-1.

4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement

Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter based upon a statistically valid equation calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by reference.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 attached hereto as Exhibit E and incorporated herein by this reference.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

4.6 Payment of Tier-1 and Tier-2 Amounts

4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to CLEC-1 or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30^{th}) day following the due date of the performance measurement report for the month in which the obligation arose.

4.6.2 For each day after the due date that BellSouth fails to pay CLEC-1 the required amount, BellSouth will pay interest to CLEC-1 at the maximum rate permitted by state law.

4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional $1,000 per day.

4.6.4 If CLEC-1 disputes the amount paid to CLEC-1 for Tier-1 Enforcement Mechanisms, CLEC-1 shall submit a written claim to BellSouth within

sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide CLEC-1 written findings within thirty (30) days after receipt of the claim. If BellSouth determines CLEC-1 is owed additional amounts, BellSouth shall pay CLEC-1 such additional amounts within thirty (30) days after its findings along with interest paid at the maximum rate permitted by law.

4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

4.7.1 BellSouth will not be responsible for CLEC-1 acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide CLEC-1 with reasonable notice of such acts or omissions and provide CLEC-1 any such supporting documentation.

4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by CLEC-1 that is in bad faith.

4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by CLEC-1 that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by CLEC-1 that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.

4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. CLEC-1 will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.

4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to CLEC-1 shall release BellSouth for any liability associated with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to CLEC-1.

4.7.6 CLEC-1 acknowledges and argues that the Enforcement Mechanisms contained in this attachment have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and CLEC-1. Therefore, CLEC-1 may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

4.8.1 BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at $625M per year for the entire BellSouth region as set forth below.

AL - $54M	MS - $44M
FL - $122M	NC - $77M
GA - $131M	SC - $47M
KY - $34M	TN - $57M
LA - $59M	
Regional Total - $625M	

4.8.2 If projected payments exceed the state cap, a proportional payment will be made to the respective parties.

4.8.3 If BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, CLEC-1 may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. CLEC-1 shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

EXHIBIT B

VSEEM III	*MEASURES AND SUB-METRICS*	**Retail Analogue** Resale and UNEs	**Benchmark**
Pre-Ordering	Percent Response Received within "6.3" seconds		≥ 95%
	OSS Interface Availability		99.5%
Ordering	Percent Flow-Through Service Request (Fully Mechanized only)		90%
	Firm Order Confirmation Timeliness (Mechanized only)		95% ≤ 4 hrs
	Reject Interval (Mechanized only)		95% ≤ 1 hrs
Provisioning	Order Completion Interval (Dispatch only) – Resale POTS	Parity with Retail POTS	
	Order Completion Interval (Dispatch only) – Resale Design	Parity with Retail Design	
	Order Completion Interval (Dispatch only) – UNE Loop & Port Combos	Retail Residence and Business [1]	
	Order Completion Interval (Dispatch only) – UNE Loops	Design: Retail Design Dispatch 'w' Orders [1] Non-Design: Retail Res, Bus Dispatch 'w' Orders [1]	
	Order Completion Interval (Dispatch only) – IC Trunks	Parity with Retail	
	Percent Missed Installation Appointments – Resale POTS	Parity with Retail POTS	
	Percent Missed Installation Appointments – Resale Design	Parity with Retail Design	
	Percent Missed Installation Appointments – UNE Loop and Port Combos	Retail Residence and Business [1]	
	Percent Missed Installation Appointments – UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Provisioning Troubles within 4 Days - Resale POTS	Parity with Retail POTS	
	Percent Provisioning Troubles within 4 Days - Resale Design	Parity with Retail Design	
	Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos	Retail Residence and Business [1]	
	Percent Provisioning Troubles within 4 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Maintenance	Customer Trouble Report Rate – Resale POTS	Parity with Retail POTS	
	Customer Trouble Report Rate – Resale Design	Parity with Retail Design	
	Customer Trouble Report Rate - UNE Loop and Port Combos	Retail Residence and Business [1]	
	Customer Trouble Report Rate - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Percent Missed Repair Appointments – Resale POTS	Parity with Retail POTS	
	Percent Missed Repair Appointments - Resale Design	Parity with Retail Design	
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Retail Residence and Business [1]	
	Percent Missed Repair Appointments - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	

NOTES: [1] The retail analog for UNE Non-Design is the average of all dispatch retail residence and dispatch retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using dispatch retail design results.

Maintenance Continued	Maintenance Average Duration – Resale POTS	Parity with Retail POTS	
	Maintenance Average Duration – Resale Design	Parity with Retail Design	
	Maintenance Average Duration - UNE Loop and Port Combos	Retail Residence and Business [1]	
	Maintenance Average Duration - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
	Maintenance Average Duration – IC Trunks	Parity with Retail	
	Percent Repeat Troubles within 30 Days – Resale POTS	Parity with Retail POTS	
	Percent Repeat Troubles within 30 Days – Resale Design	Parity with Retail Design	
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Retail Residence and Business [1]	
	Percent Repeat Troubles within 30 Days - UNE Loops	Design: Retail Design [1] Non-Design: Retail Res, Bus [1]	
Billing	Invoice Accuracy	Parity with Retail	
	Mean Time To Deliver Invoices	Parity with Retail	
	Usage Data Delivery Accuracy	Parity with Retail	
	Usage Data Delivery Timeliness	Parity with Retail	
Trunk Blockage	Trunk Group Service Report (Percent Trunk Blockage)	Retail Trunk Group Category #9	
LNP	Average Disconnect Timeliness Interval		95% ≤ 24hrs
	Percent Missed Installation Appointments	Retail Residence and Business [1]	
CC Conversions	Coordinated Customer Conversions for UNE Loop w/o INP		95% ≤ 15min
Collocation	% of Due Dates Missed		≤ 10%

NOTES: [1] The retail analog for UNE Non-Design is the average of all dispatch retail residence and dispatch retail business transactions for the particular month. The retail analog for UNE Design is calculated similarly using dispatch retail design results.

VSEEMIII TIER-1 SUBMETRICS

- FOC Timeliness (Mechanized only)
- Reject Interval (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate – UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops w/o INP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-2 SUBMETRICS

- Percent Response Received within "6.3" seconds – Pre-Order OSS
- OSS Interface Availability
- Order Process Percent Flow-Through (Mechanized only)
- Order Completion Interval (Dispatch only) – Resale POTS
- Order Completion Interval (Dispatch only) – Resale Design
- Order Completion Interval (Dispatch only) – UNE Loop and Port Combos
- Order Completion Interval ('w' code orders, Dispatch only) – UNE Loops
- Order Completion Interval (Dispatch only) – IC Trunks
- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Provisioning Troubles within 4 Days - Resale POTS
- Percent Provisioning Troubles within 4 Days - Resale Design
- Percent Provisioning Troubles within 4 Days - UNE Loop and Port Combos
- Percent Provisioning Troubles within 4 Days - UNE Loops
- Customer Trouble Report Rate – Resale POTS
- Customer Trouble Report Rate – Resale Design
- Customer Trouble Report Rate - UNE Loop and Port Combos
- Customer Trouble Report Rate - UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Maintenance Average Duration – Resale POTS
- Maintenance Average Duration – Resale Design
- Maintenance Average Duration - UNE Loop and Port Combos
- Maintenance Average Duration - UNE Loops
- Maintenance Average Duration – IC Trunks
- Percent Repeat Troubles within 30 Days – Resale POTS
- Percent Repeat Troubles within 30 Days – Resale Design
- Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos
- Percent Repeat Troubles within 30 Days - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Usage Data Delivery Timeliness
- Usage Data Delivery Accuracy
- Percent Trunk Blockage
- LNP Disconnect Timeliness
- LNP Percent Missed Installation Appointment
- Coordinated Customer Conversions for UNE Loops without INP
- Percent Missed Collocation Due Dates

VSEEMIII TIER-3 SUBMETRICS

- Percent Missed Installation Appointments – Resale POTS
- Percent Missed Installation Appointments – Resale Design
- Percent Missed Installation Appointments – UNE Loop and Port Combos
- Percent Missed Installation Appointments – UNE Loops
- Percent Missed Repair Appointments – Resale POTS
- Percent Missed Repair Appointments - Resale Design
- Percent Missed Repair Appointments - UNE Loop and Port Combos
- Percent Missed Repair Appointments - UNE Loops
- Billing Timeliness
- Billing Accuracy
- Percent Trunk Blockage
- Percent Missed Collocation Due Dates

ENFORCEMENT MEASUREMENTS
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LNP	1. Average Disconnect Timeliness Interval	26
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* These reports are subject to change due to regulatory requirements, corrections, clarifications, etc.

PRE-ORDERING - OSS

Report/Measurement :	
Percent Response Received within '6" seconds	
Definition:	
Proportion of requests responded to within "6" seconds 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 response interval starts when the client application (LENS or TAG for CLECs) 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 "6" seconds are captured.	
Level of Disaggregation:	
• Region	
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:	
• CLEC Aggregate	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Response Interval • Regional Scope	
Retail Analog/Benchmark	
Benchmark	

PRE-ORDERING

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.	
Level of Disaggregation:	
• Region	
Calculation:	
(Functional Availability) / (Scheduled Availability) X 100	
Report Structure:	
• CLEC Aggregate	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • Regional Scope	
Retail Analog/Benchmark:	
Benchmark	

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 which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. 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.

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

Calculation:	
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	
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: ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code	
Retail Analog/Benchmark:	
Benchmark	

ORDERING

ATTACHMENT 2
Flowthrough – OSS99

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 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	*LSR electronically submitted: no flow through.*
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*a*	Hunting *(Multiline)*	No*	Yes	no	no	LSR electronically submitted; no flow through
47b	*Hunting (Series Completion)*	**Yes**	**Yes**	**No**	**No**	
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 and DS0 digital loop*	No*	UNE	Yes	yes	*LSR electronically submitted: no flow through*
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	
61	HDSL	No	UNE	Yes	yes	
62	2 wire analog DID trunk port	No	UNE	Yes	Yes	

	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?
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)	**Yes**	UNE	Yes	no	
	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	*LSR submitted electronically; no flow through*
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.

ORDERING

Report/Measurement:	
Reject Interval	
Definition:	
Reject Interval is the average reject time from receipt of an LSR to the issuance 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	
Business Rules:	
Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, 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.	
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	
Level of Disaggregation:	
• State	
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	
Retail Analog/Benchmark:	
Benchmark; Retail Analog is underdevelopment	

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 issuance 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 LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS.	
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:	
• CLEC Specific	
Level of Disaggregation:	
• State	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Total number of LSRs • State	
Retail Analog/Benchmark:	
Benchmark; Retail Analog is underdevelopment	

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 (MA) 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 = (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
Level of Disaggregation:
• Product Reporting Levels ➢ Resale POTS ➢ Resale Design ➢ UNE Loop & Port Combination ➢ UNE Loops • Geographic Scope ➢ State

PROVISIONING (Percent Missed Installation Appointments – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope	• Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
Retail Analog	

PROVISIONING

Report/Measurement :
Order Completion Interval (OCI)
Definition:
The "order completion interval" measure monitors the average time it takes BST to provide service for the CLEC or its' own customers.
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 the 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)] / (Count of Orders Completed in Reporting Period)
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate

PROVISIONING –
(Average Completion Interval (OCI) – Continued)

<table>
<tr><td colspan="2">Level of Disaggregation:</td></tr>
<tr><td colspan="2">• Product Reporting Levels
➢ Resale POTS (Dispatch)
➢ Resale Design (Dispatch)
➢ UNE Loop & Port Combination (No Dispatch)
➢ UNE Loops (Dispatch – W Coded Orders Only)
➢ IC Trunks (Dispatch)
• Geographic Scope
➢ State
A W-code indicates orders where the CLEC accepts the offered interval</td></tr>
<tr><td>Data Retained Relating to CLEC Experience</td><td>Data Retained Relating to BST Experience</td></tr>
<tr><td>• Report Month
• CLEC Company Name
• Order Number
• Submission Date & Time
• Completion Date
• Service Type
• Geographic Scope</td><td>• Report Month
• BST Order Number
• Order Submission Date & Time
• Order Completion Date & Time
• Service Type
• Geographic Scope</td></tr>
<tr><td colspan="2">Retail Analog/Benchmark</td></tr>
<tr><td colspan="2">Retail Analog</td></tr>
</table>

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 INP, 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 INP, 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:

- Product Reporting Levels
  - ➢ UNE Loops without INP
- Geographic Scope
  - ➢ State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP Orders) • Total Items	

Retail Analog/Benchmark:

Benchmark

PROVISIONING

Report/Measurement:

% Provisioning Troubles within 4 days of Service Order Activity

Definition:

Percent Provisioning Troubles within 4 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.)
- Disconnect & From 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 by searching in the prior report period for completed service orders and following 4 days after completion for a trouble report.
Disconnect & From orders are excluded as there is no subsequent activity following a disconnect.

Calculation:

% Provisioning Troubles within 4 days of Service Order Activity = Σ (Trouble reports on all completed orders ≤ 4 days following service order(s) completion) / (All Service Orders completed in the report calendar month) X 100

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - Resale POTS
  - Resale Design
  - UNE Loop & Port Combination
  - UNE Loops
- Geographic Scope
  - State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number and PON • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

Retail Analog/Benchmark:

Retail Analog

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/her 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:

- Product Reporting Levels
  - Resale POTS
  - Resale DESIGN
  - UNE Loop & Port Combination
  - UNE Loops
- Geographic Scope
  - State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Submission Date & Time • Completion Date • Service Type • Disposition and Cause • Geographic Scope	• 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

Retail Analog/Benchmark

Retail Analog

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 that exist for the CLEC(s) and BST respectively at the end of the report month.

Calculation:

Customer Trouble Report Rate = (Total Count of Initial and Repeated Trouble Reports in the Current Period) / (Total 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:

- Product Reporting Levels
  - Resale POTS
  - Resale DESIGN
  - UNE Loop & Port Combination
  - UNE Loops
- Geographic Scope
  - State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Company Name • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause • # Service Access Lines in Service at the end of period • Geographic Scope	• 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

Retail Analog/Benchmark:

Retail Analog

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)] / (Total Closed Troubles in the reporting period)

Report Structure:

- CLEC Specific
- BST Aggregate
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - Resale POTS
  - Resale DESIGN
  - UNE Loop & Port Combination
  - UNE Loops
  - IC Trunks
- Geographic Scope
  - State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause • Geographic Scope	• 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:

Retail Analog

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:

- Product Reporting Levels
  - Resale POTS
  - Resale DESIGN
  - UNE Loop & Port Combination
  - UNE Loops
- Geographic Scope
  - State

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time • Ticket Completion Date • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause • Geographic Scope	• 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

Retail Analog/Benchmark:

Retail Analog

BILLING

Report/Measurement:	
Invoice Accuracy (Billing 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. 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 Aggregate • BST Aggregate	
Level of Disaggregation :	
• Geographic Scope ➢ State	
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	
Retail Analog	

BILLING

Report/Measurement:	
Mean Time to Deliver Invoices (Billing Timeliness)	
Definition:	
This measure provides the mean interval for the delivery of 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 Aggregate • BST Aggregate	
Level of Disaggregation:	
• 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:	
Retail Analog	

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 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 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:	
Retail Analog	

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 comparative 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 = (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / (Total number of usage records sent) X 100	
Report Structure:	
• CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Geographic Scope ➢ State	
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:	
Retail Analog	

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Category:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	Monthly
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
- BST Aggregrate
- State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

Definition:

A report of blocking information for CLEC trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for the monthly blocking by hour

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	Monthly
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Specific
- BST Aggregate
- State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

LNP

Report/Measurement :
Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution
Definition:
Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.
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.) where identifiable. • "L" Appointment code orders (indicating the customer has requested a later than offered interval)
Business Rules:
The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed 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 total number of selected disconnect orders which have been completed. Mechanized (service orders generated by LSRs submitted via EDI or TAG)
Calculation :
Average Disconnect Timeliness Interval: Σ [(Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time)] / Σ (Total Number of Disconnect Service Orders Completed in Reporting Period) **Disconnect Timeliness Interval Distribution:** [Σ (Disconnect Service Orders Completed in "X" days) / (Total Disonnect Service Orders Completed in Reporting Period)] X 100
Report Structure:
• CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ LNP • Geographic Scope ➢ State
Retail Analog/Benchmark:
Benchmark

LNP

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.) where identifiable.
Business Rules:
Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service order on the committed due date. Missed Appointments caused by end-user reasons will be included and reported in a separate category. 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 Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate **Report explanation:** Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the number of BST caused misses.
Level of Disaggregation:
• Product Reporting Levels ➢ LNP • Geographic Scope ➢ State
Retail Analog/Benchmark:
Retail Analog

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 by the BST Committed Due Date during Reporting Period) / Number of Orders Completed in Reporting Period) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• State • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
Benchmark

BellSouth
Service Quality Measurements Performance Reports

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

OSS (Operations Support Systems

Report/Measurement :

OSS-1. Average Response Time and Response Interval (Pre-Ordering)

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 month 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. CLECs and BST query this legacy system.
- **RSAG – TN** (Regional Street Address Guide- Telephone Number) - contains information about facilities available and telephone numbers working at a given address. CLECs and BST query this legacy system.
- **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. CLECs and BST query this legacy system.
- **COFFI** (Central Office Feature File Interface) - stores information about product and service offerings and availability. CLECs query this legacy system.
- **DSAP** (DOE Support Application) - provides due date information. CLECs and BST query this legacy system.
- **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. CLECs query this legacy system.
- **P/SIMS** (Product/Services Inventory Management System) - provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.
- **OASIS** (Obtain Available Services Information Systems) - Information on feature and rate availability. BST queries this legacy system.

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:

See Appendix D

Revision Date: 02/22/00 (lg)

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)

OSS (Operations Support Systems

Report/Measurement:	
OSS-2. Interface Availability (Pre-Ordering)	
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 • Hours of Downtime	• Report Month • Legacy contract type (per reprorting dimension) • Regional Scope
Retail Analog/Benchmark:	
Benchmark – 99.5%	

OSS Interface Availability

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

Revision Date: 02/22/00 (lg)

OSS (Operations Support Systems

Report/Measurement:	
OSS-3. Interface Availability (Maintenance & Repair)	
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, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA (Under Development)	• Availability of BST TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM
Retail Analog/Benchmark:	
Parity by design; Retail Analog ECTA Benchmark – 99.5%	

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA (under development)	
BST and CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

Revision Date: 02/22/00 (see)

OSS (Operations Support Systems)

Report/Measurement:	
OSS-4. Response Interval (Maintenance & Repair)	
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:	
None	
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. **NOTE:** The OSS Response Interval BST Total Report Is a BST Residence and Business Total.	
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, $\geq$ 4 to 10, $\geq$ 10, $\geq$ 30 seconds.	
Report Structure:	
• CLEC • BST Residence • BST Business by interface for each legacy system and function as appropriate. • BST Total (Business + Residence)	
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:	
OSS Response Interval for CLEC's is comparable to OSS Response Interval for BST.	

System	BST & CLEC	Count < = 4	Count > 4, < = 10	Count <=10	Count >10	Count >30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

Revision Date: 02/22/00 (see)

ORDERING

Report/Measurement:

O-1. Percent Flow-Through Service Requests (Summary)

Definition:

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions:

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout

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), that flow through and reach a status for a FOC to be issued, 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). 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/LNP Gateway 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/LNP Gateway 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/LAUTO 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, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.
Manual Fallout: Planned Fallout 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/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
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, and the LSR will continue to be processed.

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

Calculation:	
Percent Flow Through = (The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued) / (the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO) – 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 ➢ Residence ➢ Business ➢ UNE ➢ LNP	
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 ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code • Total fallout for manual processing	• Report month • Total number of errors by type: ➢ BST system error
Retail Analog/Benchmark:	
Residence 90% Business 80% UNE 80%	

Revision Date: 02/22/00 (tm)

ORDERING

Report/Measurement:

O-2. Percent Flow-Through Service Requests (Detail)

Definition:

A detailed list by CLEC of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions:

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout

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), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale, and 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/LNP Gateway 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/LNP Gateway 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/LAUTO 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, or if the LNP is not available for the NPA NXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout 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/LAUTO 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, and the LSR will continue to be processed.

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

Calculation:

Percent Flow Through = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued / (the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO) – 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
  - Residence
  - Business
  - UNE
  - LNP

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 ➢ Auto clarification ➢ CLEC errors • Total number of errors by error code • Total fallout for manual processing	• Report month • Total number of errors by type: ➢ BST system error

Retail Analog/Benchmark:

Residence 90%
Business 80%
UNE 80%

Revision Date: 02/22/00 (tm)

ORDERING

Report/Measurement:	
O-3. 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 and reach a status for a FOC to be issued.	
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), that flow through and reach a status for a FOC to be issued. 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: 02/22/00 (tm)

LSR Flow-Through Matrix

PRODUCT	F/T	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING [1]	EDI	TAG [2]	LENS 99 [4]	LENS [3]	COMMENTS
2 wire analog DID trunk port	No [5]	UNE	Yes	Yes	N	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	N	
2 wire ISDN digital line side port	No	UNE	Yes	Yes	N	N	N	N	
2 wire ISDN digital loop	No	UNE	Yes	NA	Y	Y	N	N	
3 Way Calling	Yes	No	No	NA	Y	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	NA	Y	Y	N	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	Yes	N	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	Yes	N	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	Yes	N	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	N	
ADSL	No	UNE	Yes	Yes	N	N	N	N	
Area Plus	Yes	No	No	No	Y	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	N	
Call Block	Yes	No	No	No	Y	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	N	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	Y	

DS3	No	UNE	Yes	NA	N	N	N	N	
DS1 Loop	Yes	UNE	Yes	Yes	Y	Y	N	N	
DSO Loop	Yes	UNE	Yes	Yes	Y	Y	N	N	
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	Y	
ESSX	No	Yes	Yes	NA	N	N	N	N	
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	Y	
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	Y	
FLEXSERV	No	Yes	Yes	NA	N	N	N	N	
Frame Relay	No	Yes	Yes	NA	N	N	N	N	
FX	No	Yes	Yes	NA	N	N	N	N	
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	Y	
HDSL	No	UNE	Yes	NA	N	N	N	N	
Hunting MLH	No	C/S [6]	C/S	Yes	Y	Y	N	N	
Hunting Series Completion DM10	No	C/S	C/S	Yes	Y	Y	Y	Y	
Hunting Series Completion	No	C/S	C/S	Yes	Y	Y	Y	Y	
INP RECTYPE B	Yes	UNE	No	No	Y	Y	N	N	
INP RECTYPE C	Yes	UNE	No	No	Y	Y	N	N	
LightGate	No	Yes	Yes	NA	N	N	N	N	
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	N	Yes - LENS, April 2000
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	N	
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	N	
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	N	
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	N	
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	Y	
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	Y	
Megalink	No	Yes	Yes	NA	N	N	N	N	
Megalink-T1	No	Yes	Yes	NA	N	N	N	N	
Memory Call	Yes	No	No	No	Y	Y	Y	Y	
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	Y	
Multiserv	No	Yes	Yes	NA	N	N	N	N	
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	N	
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	N	
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	Y	
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	Y	

Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	N	
Pay Phone Provider	No	No	No	NA	N	N	N	N	
PBX Standalone ACT A,C, D	No	Yes	Yes	Yes	Y	Y	Y	N	
PBX Trunks	No	Yes	Yes	Yes	Y	Y	Y	N	
Port/Loop Combo	Yes	UNE	No	N	Y	Y	N	N	Yes - LENS, April 2000
Port/Loop PBX	No	No	No	Yes	Y	Y	N	N	
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	Y	
RCF Basic	Yes	No	No	NA	N	N	N	N	
Remote Access to CF	Yes	No	No	No	Y	Y	Y	Y	
Repeat Dialing	Yes	No	No	No	Y	Y	Y	Y	
Ringmaster	Yes	No	No	No	Y	Y	Y	N	
Smartpath	No	Yes	Yes	NA	N	N	N	N	
SmartRING	No	Yes	Yes	NA	N	N	N	N	
Speed Calling	Yes	No	No	No	Y	Y	Y	Y	
Synchronet	No	Yes	Yes	NA	Y	Y	N	N	
Tie Lines	No	Yes	Yes	NA	N	N	N	N	
Touchtone	Yes	No	No	No	Y	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	No	Y	Y	N	N	Yes - LENS, April 2000
WATS	No	Yes	Yes	NA	N	N	N	N	
XDSL Extended LOOP	No	UNE	Yes	NA	N	N	N	N	

Note [1]: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note [2]: The TAG column includes those LSR submitted via RoboTAG.

Note [3]: The LENS column denotes the ordering status of services prior to OSS 99.

Note [4]: The LENS 99 column denotes the ordering status of services post OSS 99.

Note [5]: 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— new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.
Note [6]: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple

ORDERING

Report/Measurement:
O-4. 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 submitted by the CLEC and passes 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 without manual intervention. 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 either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR. In LEO, Fatal Rejects are included in the "Other" category for Regional reports only. • An Auto Clarification occurs when a valid LSR 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, LENS, TAG) 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 which were electronically submitted by the CLEC. **Non Mechanized:** LSRs which are faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.
Calculation:
Percent Rejected Service Requests = (Total Number of Rejected Service Requests in the reporting period) / (Total Number of Service Requests Received in the reporting period) X 100.
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Product Reporting Levels ➢ Resale Residence ➢ Resale Business ➢ Resale - Design (Special) ➢ UNE ➢ UNE Loop with NP ➢ Interconnection Trunks • 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 for mechanized reports in hours, non-mechanized and Trunk reports in days. • Trunks: < 5days, > 5-8 days, > 8-12 days, > 12-14 days, > 14-17 days, > 17-20 days, > 20 days.

ORDERING - Percent Rejected Service Requests – Continued)

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 • Total Number of ASRs (Trunks)	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 02/22/00 (lg)

ORDERING

Report/Measurement:

O-5. 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 submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions:

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Weekend hours for Partially Mechanized and non-mechanized LSRs.

Business Rules:

- **Fully Mechanized**: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp of reject in LEO). Auto Clarifications are considered in the Fully Mechanized category.

- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS 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 which are electronically submitted by the CLEC.

- **Non-Mechanized**: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject is (clarification) returned to the CLEC via LON.

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
  - Resale – Residence
  - Resale – Business
  - Resale – Design (Special)
  - UNE
  - UNE Loop with and NP
  - .Interconnection Trunks
- 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
- Trunks: < 5 days, > 5-8 days, > 8-12 days, > 12-14 days, > 14-17 days, > 17-20 days, > 20 days
- Average Interval for mechanized reports in hours, non-mechanized and Trunk reports in days.

ORDERING – (Reject Interval – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region • Total Number of ASRs (Trunks)	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 03/14/00(lg)

ORDERING

Report/Measurement:

O-6. 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
- Weekend hours for Partially Mechanized and Non-Mechanzied LSRs.

Business Rules:

- **Fully 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, appropriate service orders are generated and a Firm Order confirmation is returned to the CLEC.
- **Partially Mechanized**: The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling 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 and a Firm Order Confirmation is returned to the CLEC.
- **Total Mechanized**: Combination of Fully Mechanized and Partially Mechanized LSRs which were electronically submitted by the CLEC.
- **Non-Mechanized**: The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

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
  - Resale – Residence
  - Resale – Business
  - Resale – Design (Special)
  - UNE Design
  - UNE Loop with NP
  - Interconnection 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

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 • Total Number of ASRs (Trunks)	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 03/14/00 (lg)

ORDERING

Report/Measurement:	
O-7. 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. See Appendix D	

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-8. Percent Rejected Service Requests

Definition:

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.
  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.
- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation

Percent Rejected Service Requests:
[(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - .State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:
LNP-9. Reject Interval Distribution & Average 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 LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
• Service Requests canceled by CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution. An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention. **Fully Mechanized**: There are two types of "Rejects" in the Fully 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. ***Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the number of rejected LSRs.*** • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. **Partially Mechanized:** A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC. **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.
Calculation:
Average Reject Interval: Σ[(Date & Time of Service Request Rejection) - (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period) **Reject Interval Distribution:** [Σ (Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100
Report Structure:
• Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate

ORDERING – (LNP) - Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:
• Reported in intervals = 0 - 4 minutes, 4 - 8 minutes, 8 - 12 minutes, 12 - 60 minutes, 0 - 1 hours, 1 - 8 hours, 8 - 24 hours, >24 hours • Product Reporting Levels ➢ LNP ➢ UNE Loop with LNP • Geographic Scope ➢ .State, Region • Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (lg)

ORDERING – (LNP)

Report/Measurement:

LNP-10. Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions:

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- **Mechanized** - The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- **Partially Mechanized** - The elapsed time from receipt of an 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).
- **Total Mechanized** - Combination of Fully Mechanized and Partially Mechanized FOCs.

Calculation:

Average FOC Interval:

Σ [(Date & Time of Firm Order Confirmation) - (Date & Time of Service Request Receipt)] / (Total number of Service Requests Confirmed in the Reporting Period)

FOC Interval Distribution:

Σ[(Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Reported in intervals = 0 - 15 minutes, 15 - 30 minutes, 30 - 45 minutes, 45 - 60 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
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - .State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (lg)

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
  - Pots – Residence
  - Pots – Business
  - Design
  - PBX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**NOTE**: ISDN included in POTS for Georgia Only)

- Unbundled Network Elements
  - UNE Design
  - UNE Non – Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)

- Trunks
  - Local Interconnection Trunks

- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

The following measure is the exception for all states:
Coordinated Customer Conversion

Which is disaggregated as follows:
UNE LOOPS with INP
UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. 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:
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. The interval is by calendar days with no exclusions for Holidays or Sundays. 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:
Circuit breakout < 10, > = 10

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 • 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 • Total line/circuit count • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
• 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 • CLEC Aggregate • BST Aggregate	
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 • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type
Retail Analog/Benchmark:	
95% > = 24 hours	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

P-3. 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
- End User Misses on Interconnection Trunks

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 confirmed 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 Confirmed 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. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

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 (DD) • Completion Date (CMPLTN DD) • 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 Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :
P-4. 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 BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual 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. The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, >=30 = 30 and greater.
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
Level of Disaggregation:
• ISDN Orders included in Non Design - GA Only • 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

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

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 • BST 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 Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-5. 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 start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion time stamp information 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. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.	
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	
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	
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 • BST 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 Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs – (See Appendix D)	

Revision Date 02/24/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. 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 INP, 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 and loops where coordination in not requested.	
Business Rules:	
Where the service order includes INP, 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 Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (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	
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 (INP orders) • Total Conversions (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 – See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-7. % 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 report 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	
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 Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-(See Appendix D)	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement :

P-8. Total Service Order Cycle Time (TSOCT)

Definition:

This report measures 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

Σ(Date and Time of Service Request Receipt) – (Completion Date and Time of Service Order) (SOCS HIST-CD DATE) / (Count of Orders Completed in Reporting Period)

Report Structure:

- CLEC Specific
- CLEC Aggregate
- BST Aggregate

Level of Disaggregation:

- Reported in categories of < 10 line/circuits; > = 10 line/circuits
- Dispatch/No Dispatch categories applicable to all levels except trunks.
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days

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 • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

Retail Analog/Benchmark

See Appendix D

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-9. Service Order Accuracy GEORGIA ONLY	
Definition:	
The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.	
Exclusions:	
• Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders	
Business Rules:	
A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.	
Calculation:	
Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100	
Report Structure:	
CLEC Aggregate	
Level of Disaggregation:	
• Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Being investigated at this time
Retail Analog/Benchmark:	
(Under Investigation)	

Revision Date: 01/05/00 (taf)

PROVISIONING

Report/Measurement:

LNP – 10. 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.) where identifiable.

Business Rules:

Percent Missed Installation Appointments (PMI) 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 in a separate category. 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:
[(Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop Associated w/LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING – (LNP)

Report/Measurement :

LNP-11. Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition:

Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.

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.) where identifiable.

Business Rules:

The Disconnect Timeliness interval is determined for the last Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the last 'Number Ported' message for an LSR from NPAC (signifying the CLEC 'Activate') until the last Disconnect service order is completed 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 total number of selected disconnect orders which have been completed.

Calculation :

Average Disconnect Timeliness Interval:

Σ[(Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time)] / Σ (Total Number of Disconnect Service Orders Completed in Reporting Period)

Disconnect Timeliness Interval Distribution:

[Σ (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Reported in day intervals = 0,1,2,3,4, 5, >5 days
- Product Reporting Levels
  - LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

PROVISIONING

Report/Measurement :

LNP-12. Total Service Order Cycle Time

Definition:

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

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.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).

Business Rules:

The interval is determined for each service request 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 request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.

Calculation :

Average Total Service Order Cycle Time:

Σ[(Service Order Completion Date & Time) - (Service Request Receipt Date & Time)] / Σ (Total Number Service Requests Completed in Reporting Period)

Total Service Order Cycle Time Interval Distribution:

Σ (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate
- "W" Appointment Code Only (Company Offered)

Level of Disaggregation:

- Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, >30 days
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
  - Pots – Residence
  - Pots – Business
  - PBX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**NOTE**: ISDN Troubles included in Non-Design Georgia Only)
  - Design

- Unbundled Network Elements
  - UNE Design (Georgia and Regional SQM)
  - UNE Non – Design (Georgia and Regional SQM)
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)
  - UNE Other Non - Design

- Trunks
  - 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)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-1. 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

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

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 – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-2. 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 that exist 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

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

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 – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-3. 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 and the customer notified (when the technician completes the trouble ticket on his/her CAT or work system). NOTE: Customer can be BST or CLEC	
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	
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 – (See Appendix D)	

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-4. 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:

Percent Repeat Troubles within 30 Days = (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

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

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 – (See Appendix D)

Revision date: 02/22/00 (see)

MANTENANCE & REPAIR

Report/Measurement:

M&R-5. 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

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

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 – (See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customers is in Que.	
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. (NOTE: The Column is a combined BST Residence and Business number)	
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	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers.	

Revision Date: 02/22/00 (see)

BILLING

Report/Measurement:	
B-1. 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 See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-2. 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 for both systems. See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-3. 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 See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-4. 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 See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-5. 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 See Appendix D	

Revision date: 02/28/00 (dg)

BILLING

Report/Measurement	
B-6. 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 See Appendix D	

Revision Date: 02/28/00 (dg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
OS-1. 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 See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
OS-2. 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 See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
DA-2. 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 See Appendix D

Revision Date: 02/28/00 (tg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
DA-2. 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 See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-1. 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 See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-2. 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 See Appendix D

Revision Date: 02/28/00 (tg)

E911

Report/Measurement:
E-3. 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 See Appendix D

Revision Date: 02/28/00 (tg)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.

- For each geographic area, plots are generated for: a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Category:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:
(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	Monthly
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:
(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
  - State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

Definition:

A report of blocking information for CLEC trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with separate table for each geographic area.
- For each geographic area, plots are generated for the monthly blocking by hour
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report displays, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups to that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

TRUNK GROUP PERFORMANCE - (Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:
(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	Monthly
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x5)+(0.5x5)+(2x4)+(1.5x4)}{(5+5+4+4)} = 1.2\%$$

Aggregate Monthly Blocking:
(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example: Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	..... Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The aggregate weighted monthly blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Specific
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-3. 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
See Appendix D

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-4. 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 Blockage
See Appendix D

Revision Date: 02/28/00 (tm)

COLLOCATION

Report/Measurement:
C-1. 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 (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time 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 (e.g. Metropolitan Service Area – MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 01/27/00 (tg)

COLLOCATION

Report/Measurement:
C-3. 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 (e.g. Metropolitan Service Area-MSA) • Virtual • Physical
Data Retained:
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D < 10% Missed Due Dates

Revision Date: 01/27/00 (tg)

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 ➢ Local Interconnection Trunks ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail *Maintenance and Repair* ➢ Local Interconnection Trunks ➢ UNE Non-Design ➢ UNE Design ➢ Resale Residence ➢ Resale Business ➢ Resale Design ➢ BST Interconnection Trunks ➢ BST Residence Retail ➢ BST Business Retail ➢ BST Design Retail Local Interconnection Trunk Group Blockage ➢ BST CTTG Trunk Groups ➢ CLEC Trunk Groups

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.

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 certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 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 CLEC or 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 CLEC(s) 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.

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNEs** Retail Analogue	Benchmark*
Pre-Ordering	**Percent Response Received within "X" seconds**	Parity w/ retail where applicable.		
	OSS Interface Availability			99.5%
Ordering	**Percent Flow-Through Service Request** • Residence • Business • UNE			 90% 80% 80%
	Percent Rejected Service Request	Diagnostic		Diagnostic.
	Reject Interval (Mechanized)	UD	UD	95% within 1 hrs
	• Reject Interval (Non-Mechanized and Partially Mechanized)	UD	UD	85% < 48 hrs
	Firm Order Confirmation Timeliness (Mechanized) (Non-Mechanized and Partially Mechanized)	UD	UD	95% within 4 hrs 85% <48 Hrs
	Speed of Answer in Ordering Center	X	X	
Provisioning	**Mean Held Order Interval**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNEs Retail Analogue	Benchmark*
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Jeopardy Notice Interval (Mechanized)			
	• Resale Residence			95% >=24 Hrs.
	• Resale Business			95% >=24 Hrs.
	• Resale Design			95% >=24 Hrs.
	• Resale PBX			95% >=24 Hrs.
	• Resale Centrex			95% >=24 Hrs.
	• Resale IDSN			95% >=24 Hrs.
	• UNE Design			95% >=24 Hrs.
	• UNE Non Design			95% >=24 Hrs.
	• UNE Loop and Port Combos			95% >=24 Hrs.
	• UNE 2w Loop with NP – Non-Design			95% >=24 Hrs.
	• UNE 2w Loop without NP – Non-Design			95% >=24 Hrs.
	• UNE Loop Other with NP Non-Design			95% >=24 Hrs.
	• UNE Loop Other without NP Non-Design			95% >=24 Hrs.
	• UNE Other Non Design			95% >=24 Hrs.
	• UNE 2w Loop with NP – Design			95% >=24 Hrs.
	• UNE 2w Loop without NP – Design			95% >=24 Hrs.
	• UNE Loop Other with NP – Design			95% >=24 Hrs.
	• UNE Loop Other without NP - Design			95% >=24 Hrs.
	• UNE Other Design			95% >=24 Hrs.
	• Local Interconnection Trunks			95% >=24 Hrs.
	% of Orders given jeopardy notice (Mechanized)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNEs Retail Analogue	Benchmark*
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Missed Installation Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNEs** Retail Analogue	Benchmark*
	Order Completion Interval			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Completion Notice Interval – Resale POTS (Mech)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNEs Retail Analogue	Benchmark*
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Provisioning Troubles within 30 Days			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Total Service Order Cycle Time	Diag.	Diagnostic	Diagnostic
Maintenance	**Customer Trouble Report Rate**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNEs** Retail Analogue	Benchmark*
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Missed Repair Appointments			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Maintenance Average Duration			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNEs** Retail Analogue	Benchmark*
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Repeat Troubles within 30 Days			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Out of Service > 24hrs			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	MEASURES AND SUB-METRICS	RESALE Retail Analogue	UNEs Retail Analogue	Benchmark*
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale IDSN	X		
	• UNE Design		Retail Residence,Business,Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non Design		Retail Residence and Business	
	• UNE 2w Loop – Design		Retail Residence and Business	
	• UNE Loop Other – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	OSS Interface Availability • All systems except ECTA	X		
	• ECTA			99.5%
	OSS Response Interval and % • TAFI (Front End) • CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)	X PBD		
	Average Answer Time – Repair Center	X		
Billing	**Invoice Accuracy**	X		
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		
	Mean Time to Deliver Usage	X		
Operator Services (Toll)	**Average Speed to Answer**	PBD		
	% Answered in "X" Seconds	PBD		
Directory	**Average Speed to Answer**	PBD		

APPENDIX D Analogs and Benchmarks				
BST SQM Category	**MEASURES AND SUB-METRICS**	**RESALE** Retail Analogue	**UNEs** Retail Analogue	Benchmark*
Assistance				
	% Answered in "X" Seconds	PBD		
E911	**Timelinesss**	PBD		
	Accuracy	PBD		
	Mean Interval	PBD		
Trunk Group Performance (Blockage)	**Trunk Group Service Report (Percent Trunk Blockage)** Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BST.	X		
	Trunk Group Service Report (Percent Trunk Blockage)	X		
LNP	**Average Disconnect Timeliness Interval**			
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤4 hours
	% Reject Service Request **Average Reject Interval Mechanized**		Diagnostic	95% ≤1 hour
	TSOC		Diagnostic	
	% Flow Through			80%
Customer Coordinated Conversions	**Coordinated Customer Conversions – UNE Loop**			95% ≤ 15min
	Coordinated Customer Conversions – LNP			95% ≤ 15 min
Collocation +	**% of Due Dates Missed**			< 10% Missed Due Dates
	Average Response Time		FL PSC is addressing this in generic docket	30 Days
+A contract with each CLEC required.	**Average Arrangement Time** Ordinary Extraordinary		FL PSC is addressing this in generic docket	90 Days 130 Days

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

EXHIBIT C

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treat equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
  - Identify variables that may affect the performance measure.
  - Record these important confounding covariates.
  - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
  - The method should provide a single overall index, on a standard scale.
  - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.
  - The contribution of each comparison cell should depend on the number of observations in the cell.
  - Cancellation between comparison cells should be limited.
  - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
  - Calculations are well defined for possible eventualities.

- The decision process is an algorithm that needs no manual intervention.
- Results should be arrived at in a timely manner.
- The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
- The system should be auditable, and adjustable over time.

- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
  - P(Type I Error) = P(Type II Error) for well defined null and alternative hypotheses.
  - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.
  - Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.

- Trimming. Trimming of extreme observations from BellSouth and CLEC distributions is needed in order to ensure that a fair comparison is made between performance measures. Three conditions are needed to accomplish this goal. These are:
  - Trimming should be based on a general rule that can be used in a production setting.
  - Trimmed observations should not simply be discarded; they need to be examined and possibly used in the final decision making process.
  - Trimming should only be used on performance measures that are sensitive to "outliers."

Measurement Types

The performance measures that will undergo testing are of four types:

1) means
2) proportions,
3) rates, and
4) ratio

While all four have similar characteristics, proportions and rates are derived from count data while means and ratios are derived from interval measurements. Table 2 classifies the performance measures by the type of measurement.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j}. Suppose that the performance measure is a "trouble rate." The modeling assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λ n where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.)

In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

Ratio Measures

Rules will be given for computing a cell test statistic for a ratio measure, however, the current plan for measures in this category, namely billing accuracy, does not call for the use of a Z parity statistic.

APPENDIX
TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming[1] of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define "like" observations.

Notation and Exact Testing Distributions

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word "cell" should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

L = the total number of occupied cells

j = $1,\ldots,L$; an index for the cells

n_{1j} = the number of ILEC transactions in cell j

n_{2j} = the number of CLEC transactions in cell j

n_j = the total number transactions in cell j; $n_{1j}+ n_{2j}$

X_{1jk} = individual ILEC transactions in cell j; $k = 1,\ldots, n_{1j}$

X_{2jk} = individual CLEC transactions in cell j; $k = 1,\ldots, n_{2j}$

Y_{jk} = individual transaction (both ILEC and CLEC) in cell j

$$= \begin{cases} X_{1jk} & k = 1,K\ ,n_{1j} \\ X_{2jk} & k = n_{1j}+1,K\ ,n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

$\overline{X}_{1j}$ = the ILEC sample mean of cell j

$\overline{X}_{2j}$ = the CLEC sample mean of cell j

s^2_{1j} = the ILEC sample variance in cell j

---

[1] When it is determined that a measure should be trimmed, a trimming rule that is easy to implement in a production setting is:

> **Trim the ILEC observations to the largest CLEC value from all CLEC observations in the month under consideration.**

That is, no CLEC values are removed; all ILEC observations greater than the largest CLEC observation are trimmed.

s_{2j}^2 = the CLEC sample variance in cell j

$\{y_{jk}\}$ = a random sample of size n_{2j} from the set of Y_{j1}, K, Y_{jn_j} ; k = 1,…,n_{2j}

M_j = the total number of distinct pairs of samples of size n_{1j} and n_{2j};

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_k y_{jk} = t) = \frac{\textit{the number of samples that sum to } t}{M_j},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_k y_{jk} \le t) = \frac{\textit{the number of samples with sum } \le t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

a_{1j} = the number of ILEC cases possessing an attribute of interest in cell j

a_{2j} = the number of CLEC cases possessing an attribute of interest in cell j

a_j = the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \dfrac{\binom{n_{1j}}{h}\binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \le h \le \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \le x) = \begin{cases} 0 & x < \max(0, a_j - n_{2j}) \\ \sum_{h=\max(0, a_j - n_{1j})}^{x} HG(h), & \max(0, a_j - n_{2j}) \le x \le \min(a_j, n_{1j}) \\ 1 & x > \min(a_j, n_{1j}) \end{cases}.$$

For Rate Measures, the notation needed is defined as

b_{1j} = the number of ILEC base elements in cell j

b_{2j} = the number of CLEC base elements in cell j

b_j = the total number of base elements in cell j; $b_{1j} + b_{2j}$

$\hat{p}_{1j}$ = the ILEC sample rate of cell j; n_{1j}/b_{1j}

$\hat{p}_{2j}$ = the CLEC sample rate of cell j; n_{2j}/b_{2j}

q_j = the relative proportion of ILEC elements for cell j; b_{1j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1 - q_j)^{n_j - k}, & 0 \le k \le n_j \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \le x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^{x} BN(k), & 0 \le x \le n_j \\ 1 & x > n_j \end{cases}.$$

For Ratio Performance Measures the following additional notation is needed.

U_{1jk} = additional quantity of interest of an individual ILEC transaction in cell j; k = 1,..., n_{1j}

U_{2jk} = additional quantity of interest of an individual CLEC transaction in cell j; k = 1,..., n_{2j}

$\hat{R}_{ij}$ = the ILEC (i = 1) or CLEC (i = 2) ratio of the total additional quantity of interest to the base transaction total in cell j, i.e., $\sum_k U_{ijk} \Big/ \sum_k X_{ijk}$

Calculating the Truncated Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights**, W_j. A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean or Ratio Measure

$$W_j = \sqrt{\frac{n_{1j} n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. **In each cell, calculate a Z value**, Z_j. A Z statistic with mean 0 and variance 1 is needed for each cell.

   - If $W_j = 0$, set $Z_j = 0$.
   - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \le T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = \begin{cases} t_j + \frac{g}{6}\left(\frac{n_{1j}+2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j}+n_{2j})}}\right)\left(t_j^2 + \frac{n_{2j}-n_{1j}}{n_{1j}+2n_{2j}}\right) & t_j \ge t_{\min j} \\ t_j + \frac{g}{6}\left(\frac{n_{1j}+2n_{2j}}{\sqrt{n_{1j}\, n_{2j}(n_{1j}+n_{2j})}}\right)\left(t_{\min j}^2 + \frac{n_{2j}-n_{1j}}{n_{1j}+2n_{2j}}\right) & \text{otherwise} \end{cases},$$

where

$$t_j = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j}\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}},$$

$$t_{\min j} = \frac{-3\sqrt{n_{1j}n_{2j}n_j}}{g(n_{1j}+2n_{2j})}$$

and g is the median value of all values of

$$\gamma_{1j} = \frac{n_{1j}}{(n_{1j}-1)(n_{1j}-2)}\sum_k\left(\frac{X_{1jk} - \bar{X}_{1j}}{s_{1j}}\right)^3$$

with $n_{1j} > n_{3q}$ for all values of j. n_{3q} is the 3 quartile of all values of n_{1j}

Note, that t_j is the "modified Z" statistic. The statistic T_j is a "modified Z" corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \le 6$, and

a) $M_j \leq 1{,}000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j}.
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1{,}000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}.$$

Proportion Measure

$$Z_j = \frac{n_j a_{1j} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}.$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}$$

Ratio Measure

$$Z_j = \frac{\hat{R}_{1j} - \hat{R}_{2j}}{\sqrt{V(\hat{R}_{1j})\left(\frac{1}{n_{1j}} + \frac{1}{n_{2j}}\right)}}$$

$$V(\hat{R}_{1j}) = \frac{\sum_k \left(U_{1jk} - \hat{R}_{1j}X_{1jk}\right)^2}{\bar{X}_{1j}^2(n_{1j}-1)} = \frac{\sum_k U_{1jk}^2 - 2\hat{R}_{1j}\sum_k \left(U_{1jk}X_{1jk}\right) + \hat{R}_{1j}^2\sum_k X_{1jk}^2}{\bar{X}_{1j}^2(n_{1j}-1)}$$

3. **Obtain a truncated Z value for each cell,** Z_j^*. To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. **Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity,** $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$. In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

   - If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $Var(Z_j^* | H_0)$ cannot be used. Set both equal to 0.

   - If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1-\frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1-\frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, $\min\left(n_{1j}, n_{2j}\right) > 15$ and $n_j q_j (1-q_j) > 9$ for a rate measure, or n_{1j} and n_{2j} are large for a ratio measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$Var(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

   - Otherwise, determine the total number of values for Z_j^*. Let z_{ji} and θ_{ji}, denote

the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* \mid H_0) = \sum_i \theta_{ji} z_{ji} \text{ ,and}$$
$$Var(Z_j^* \mid H_0) = \sum_i \theta_{ji} z_{ji}^2 - \left[E(Z_j^* \mid H_0)\right]^2 .$$

The actual values of the z's and θ's depends on the type of measure.

Mean Measure

$$N_j = \min(M_j, 1{,}000), \quad i = 1, K, N_j$$
$$z_{ji} = \min\left\{0, \Phi^{-1}\left(1 - \frac{R_i - 0.5}{N_j}\right)\right\} \quad \text{where } R_i \text{ is the rank of sample sum i}$$
$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min\left\{0, \frac{n_j\, i - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}\right\}, \quad i = \max(0, a_j - n_{2j}), K, \min(a_j, n_{1j})$$
$$\theta_{ji} = HG(i)$$

Rate Measure

$$z_{ji} = \min\left\{0, \frac{i - n_j\, q_j}{\sqrt{n_j\, q_j (1 - q_j)}}\right\}, \quad i = 0, K, n_j$$
$$\theta_{ji} = BN(i)$$

Ratio Measure

The performance measure that is in this class is billing accuracy. If a parity test were used, the sample sizes for this measure are quite large, so there is no need for a small sample technique. If one does need a small sample technique, then a resampling method can be used.

1. **Calculate the aggregate test statistic,** Z^T.

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* | H_0)}{\sqrt{\sum_j W_j^2 \mathrm{Var}(Z_j^* | H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. the null hypothesis, H_0, that parity exists between ILEC and CLEC services
2. the alternative hypothesis, H_a, that the ILEC is giving better service to its own customers
3. the Truncated Z test statistic, Z^T, and
4. a critical value, c

The decision rule[2] is

- If $Z^T < c$ then accept H_a.
- If $Z^T \geq c$ then accept H_0.

There are two types of error possible when using such a decision rule:

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.
Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c \mid H_0)$.
Type II Error: $\beta = P(Z^T \geq c \mid H_a)$.

We want a balancing critical value, c_B, so that $\alpha = \beta$.

It can be shown that.

[2] This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j)} + \sqrt{\sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi}\right)}}.$$

where

$$M(\mu,\sigma) = \mu\,\Phi(\tfrac{-\mu}{\sigma}) - \sigma\,\phi(\tfrac{-\mu}{\sigma})$$

$$V(\mu,\sigma) = (\mu^2 + \sigma^2)\Phi(\tfrac{-\mu}{\sigma}) - \mu\,\sigma\,\phi(\tfrac{-\mu}{\sigma}) - M(\mu,\sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j. When the cell sample sizes, n_{1j} and n_{2j}, are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0: \mu_{1j} = \mu_{2j},\ \sigma_{1j}^2 = \sigma_{2j}^2$$

$$H_a: \mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j},\ \sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2 \qquad \delta_j > 0,\ \lambda_j \geq 1 \text{ and } j = 1,\ldots,L.$$

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1-p_{1j})}{(1-p_{2j})p_{1j}} = \psi_j \qquad \psi_j > 1 \text{ and } j = 1,\ldots,L.$$

These hypotheses are based on the "odds ratio." If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by[3]

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$\text{var}(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

[3] Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrica*, **38**, 468-470.

$$\pi_j^{(1)} = f_j^{(1)}\left(n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}\right)$$
$$\pi_j^{(2)} = f_j^{(1)}\left(-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(3)} = f_j^{(1)}\left(-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}\right)$$
$$\pi_j^{(4)} = f_j^{(1)}\left(n_j^2\left(\tfrac{2}{\psi_j} - 1\right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)}\right)$$
$$f_j^{(1)} = \frac{1}{2n_j^2\left(\frac{1}{\psi_j} - 1\right)}$$
$$f_j^{(2)} = n_j n_{1j}\left(\tfrac{1}{\psi_j} - 1\right)$$
$$f_j^{(3)} = n_j a_j\left(\tfrac{1}{\psi_j} - 1\right)$$
$$f_j^{(4)} = \sqrt{n_j^2\left[4n_{1j}\left(n_j - a_j\right)\left(\tfrac{1}{\psi_j} - 1\right) + \left(n_j + \left(a_j - n_{1j}\right)\left(\tfrac{1}{\psi_j} - 1\right)\right)^2\right]}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j\, a_{1j} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}.$$

Using the equations above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j^2 \pi_j^{(1)} - n_{1j}\, a_j}{\sqrt{\frac{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)}{n_j - 1}}}, \text{ and}$$

$$se_j = \sqrt{\frac{n_j^3 (n_j - 1)}{n_{1j}\, n_{2j}\, a_j\, (n_j - a_j)\left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}\right)}}.$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

H_0: $r_{1j} = r_{2j}$

H_a: $r_{2j} = \varepsilon_j r_{1j}$ $\quad\quad$ $\varepsilon_j > 1$ and $j = 1,\ldots,L$.

Given the total number of ILEC and CLEC transactions in a cell, n_j, and the number of base elements, b_{1j} and b_{2j}, the number of ILEC transaction, n_{1j}, has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j}b_{1j}}{r_{1j}b_{1j} + r_{2j}b_{2j}}.$$

Therefore, the mean and variance of n_{1j}, are given by

$$E(n_{1j}) = n_j q_j^*$$
$$\text{var}(n_{1j}) = n_j q_j^*(1 - q_j^*)$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \varepsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j\, q_j}{\sqrt{n_j\, q_j(1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j\left(q_j^a - q_j\right)}{\sqrt{n_j q_j(1 - q_j)}} = (1 - \varepsilon_j)\frac{\sqrt{n_j b_{1j} b_{2j}}}{b_{1j} + \varepsilon_j b_{2j}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a(1 - q_j^a)}{q_j(1 - q_j)}} = \sqrt{\varepsilon_j}\,\frac{b_j}{b_{1j} + \varepsilon_j b_{2j}}.$$

Ratio Measure

As with mean measures, one is concerned with two parameters in each cell, the mean and

variance, when testing for parity of ratio measures. As long as sample sizes are large, as in the case of billing accuracy, the same method for finding m_j and se_j that is used for mean measures can be used for ratio measures.

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j. Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. A major difficulty with this approach is that more than one alternative will be of interest; for example we may consider one alternative in which all the δ_j are set to a common non-zero value, and another set of alternatives in each of which just one δ_j is non-zero, while all the rest are zero. There are very many other possibilities. Each possibility leads to a single value for the balancing critical value; and each possible critical value corresponds to many sets of alternative hypotheses, for each of which it constitutes the correct balancing value.

The formulas we have presented can be used to evaluate the impact of different choices of the overall critical value. For each putative choice, we can evaluate the set of alternatives for which this is the correct balancing value. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j. The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j. Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.

- Parameter Choices for δ_j. The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j. The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible. At the state level we are aggregating over CLECs, so using the same δ as for an individual CLEC would be saying that a "meaningful" degree of disparity is one where the

violation is the same (δ) for each CLEC. But the detection of disparity for any component CLEC is important, so the relevant "overall" δ should be smaller.

- Parameter Choices for ψ_j or ε_j. The set of parameters ψ_j or ε_j are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ for mean measures. Sample size matters here too. As with mean measures, using the same value of ψ or ε for the overall state testing does not seem sensible.

The three parameters are related however. If a decision is made on the value of δ, it is possible to determine equivalent values of ψ and ε. The following equations, in conjunction with the definitions of ψ and ε, show the relationship with delta.

$$\delta = 2 \cdot \arcsin(\sqrt{\hat{p}_2}) - 2 \cdot \arcsin(\sqrt{\hat{p}_1})$$
$$\delta = 2\sqrt{\hat{r}_2} - 2\sqrt{\hat{r}_1}$$

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against must come from elsewhere.

Decision Process

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, *diff* = Z^T - c_B. If favoritism is concluded when $Z^T < c_B$, then the *diff* < 0 indicates favoritism.

This make it very easy to determine favoritism: a positive *diff* suggests no favoritism, and a negative *diff* suggests favoritism.

EXHIBIT D

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z^T_{CLEC1} (See Exhibit C)
2. Calculate the balancing critical value($^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.; $z^T_{CLEC1} - {}^{C}B_{CLEC1}$
5. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4; $ABS((z^T_{CLEC1} - {}^{C}B_{CLEC1}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total Impacted $CLEC_1$ Volume (I_c) in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: CLEC-1 Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	I_c	MIA_I	MIA_C	z^T_{CLEC1}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
State	50000	600	96	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell						z_{CLEC1}				
1		150	17	0.091	0.113	-1.994				8
2		75	8	0.176	0.107	0.734				
3		10	4	0.128	0.400	-2.619				2
4		50	17	0.158	0.340	-2.878				8
5		15	2	0.245	0.133	1.345				
6		200	26	0.156	0.130	0.021				
7		30	7	0.166	0.233	-0.600				3
8		20	3	0.106	0.150	-0.065				2
9		40	9	0.193	0.225	-0.918				4
10		10	3	0.160	0.300	-0.660				2
										29

where n_I = ILEC observations and n_C = CLEC-1 observations

Payout for CLEC-1 is (29 units) * ($100/unit) = $2,900

Example: CLEC-1 Order Completion Interval (OCI) for Resale POTS

	n_I	n_C	I_c	OCI_I	OCI_C	z^T_{CLEC1}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
State	50000	600	600	5days	7days	-1.92	-0.21	**1.71**	0.4275	
Cell						z_{CLEC1}				
1		150	150	5	7	-1.994				8
2		75	75	5	4	0.734				
3		10	10	2	3.8	-2.619				2
4		50	50	5	7	-2.878				8
5		15	15	4	2.6	1.345				
6		200	200	3.8	2.7	0.021				
7		30	30	6	7.2	-0.600				3
8		20	20	5.5	6	-0.065				2
9		40	40	8	10	-0.918				4
10		10	10	6	7.3	-0.660				2
										29

where n_I = ILEC observations and n_C = CLEC-1 observations

Payout for CLEC-1 is (29 units) * ($100/unit) = $2,900

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter. Therefore, calculate monthly statistical and remedy results as outlined in steps 2. through 8.

2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z^T_{CLECA}

3. Calculate the balancing critical value($^{C}B_{CLEC1}$) that is associated with the alternative hypothesis (for fixed parameters δ, ψ or ε). (See Exhibit C)

4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.

5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.; $z^T_{CLECA} - {}^{C}B_{CLECA}$

6. Calculate the Volume Proportion using a linear distribution with slope of ¼. This can be accomplished by dividing the Parity Gap from step 5. by 4; ABS(($z^T_{CLECA} - {}^{C}B_{CLECA}$) / 4). All parity gaps equal or greater to 4 will result in a volume proportion of 100%.

7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total Impacted $CLEC_A$ Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).

8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

   So, State Designated Agency payment = Affected Volume$_{CLECA}$ * $$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n_I	n_C	I_c	MIA_I	MIA_C	z^T_{CLECA}	C_B	**Parity Gap**	Volume Proportion	Affected Volume
Month1	180000	2100	336	9%	16%	-1.92	-0.21	**1.71**	0.4275	
Cell						z_{CLECA}				
1		500	56	0.091	0.112	-1.994				24
2		300	30	0.176	0.100	0.734				
3		80	27	0.128	0.338	-2.619				12
4		205	60	0.158	0.293	-2.878				26
5		45	4	0.245	0.089	1.345				
6		605	79	0.156	0.131	0.021				
7		80	19	0.166	0.238	-0.600				9
8		40	6	0.106	0.150	-0.065				3
9		165	36	0.193	0.218	-0.918				16
10		80	19	0.160	0.238	-0.660				9
										99

where n_I = ILEC observations and n_C = CLEC-A observations

Payout for CLEC-A is (99 units) * ($300/unit) = $29,700

If the above example represented performance for each of months 1 through 3 in a calendar quarter, then

Example: CLEC-A Missed Installation Appointments for 1Q00

State	Miss	Remedy Dollars
Month 1	x	$29,700
Month 2	x	$29,700
Month 3	x	$29,700
1Q00		**$89,100**

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

		TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
Process	Measures	Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.

2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below. The only exception will be for Collocation Percent Missed Due Dates.

Table I **Small Sample Size Table**
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%
6	66.67%	83.33%
7	71.43%	85.71%
8	75.00%	75.00%
9	66.67%	77.78%
10	70.00%	80.00%
11	72.73%	81.82%
12	75.00%	83.33%
13	76.92%	84.62%
14	78.57%	85.71%
15	73.33%	86.67%

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
16	75.00%	87.50%
17	76.47%	82.35%
18	77.78%	83.33%
19	78.95%	84.21%
20	80.00%	85.00%
21	76.19%	85.71%
22	77.27%	86.36%
23	78.26%	86.96%
24	79.17%	87.50%
25	80.00%	88.00%
26	80.77%	88.46%
27	81.48%	88.89%
28	78.57%	89.29%
29	79.31%	86.21%
30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) meets the benchmark standard, stop here. Otherwise, go to step 4.

4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.

5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total Impacted $CLEC_1$ Volume.

6. Calculate the payment to CLEC-1 by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: CLEC-1 Percent Missed Due Dates for Collocations

	n_c	Benchmark	MIA_C	Volume Proportion	Affected Volume
State	600	10%	13%	.03	18

Payout for CLEC-1 is (18 units) * ($5000/unit) = $90,000

TIER-1 CALCULATION FOR BENCHMARKS (in the form of a target):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' (or equivalent percentage for small samples) meets the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between benchmark and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total $CLEC_1$ Volume.
7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected $Volume_{CLEC1}$ * $$ from Fee Schedule

Example: CLEC-1 Reject Timeliness

	n_c	Benchmark	Reject $Timeliness_C$	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.02	12

Payout for CLEC-1 is (12 units) * ($100/unit) = $1,200

TIER-2 CALCULATIONS for BENCHMARKS:

Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.

EXHIBIT E

Table-1

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

PER AFFECTED ITEM						
	Month 1	Month 2	Month3	Month4	Month 5	Month 6
Ordering	$40	$50	$60	$70	$80	$90
Provisioning	$100	$125	$175	$250	$325	$500
Provisioning UNE (Coordinated Customer Conversions)	$400	$450	$500	$550	$650	$800
Maintenance and Repair	$100	$125	$175	$250	$325	$500
Maintenance and Repair UNE	$400	$450	$500	$550	$650	$800
LNP	$150	$250	$500	$600	$700	$800
IC Trunks	$100	$125	$175	$250	$325	$500
Collocation	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000

Table-2

VOLUNTARY PAYMENTS FOR TIER-2 MEASURES

	Per Affected Item
OSS Pre-Ordering	$20
Ordering	$60
Provisioning	$300
UNE Provisioning (Coordinated Customer Conversions)	$875
Maintenance and Repair	$300
UNE Maintenance and Repair	$875
Billing	$1.00
LNP	$500
IC Trunks	$500
Collocation	$15,000

BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF DAVID A. COON

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00948

JULY 18, 2000

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. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony addresses Issue #48, as relates specifically to performance measures, in the Revised Arbitration Issues Matrix, dated 5/10/2000, filed in response to BellSouth's Petition for Arbitration.

Issue 48: Should the parties adopt the performance measures, standards, and penalties imposed by the Texas Public Utility Commission on Southwestern Bell Telephone?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. It is totally unnecessary for this Authority to adopt the Texas Plan. BellSouth already has a comprehensive set of Performance Measurements or Service Quality Measurements (SQMs). The most current SQM, attached as Exhibit DAC-1, has been updated to include new Local Number Portability (LNP) specific

measurements and standards or benchmarks for each measurement (DAC-1, Attachment D). These measures cover 9 separate functional categories: (1) Pre-Ordering OSS; (2), Ordering; (3) Provisioning; (4) Maintenance and Repair; (5) Billing; (6) Operator Services (Toll) and Directory Assistance; (7) E911; (8) Trunk Group Performance; and (9) Collocation. BellSouth's measurements are the result of nearly two years of work with several state commissions, direction provided by the FCC and input from the CLECs. The SQMs are sufficient for the CLEC industry as a whole and should be sufficient for Intermedia as well. It is unreasonable and unnecessary to have BellSouth develop and adhere to a different mandated set of performance measures for Intermedia as Intermedia proposes. However, if Intermedia wishes to pursue additional performance measures beyond those provided in the BellSouth Service Quality Measurements (SQM) and is willing to reimburse BellSouth for the investigation, development and delivery of those additional measurements, BellSouth is willing to consider such a request.

Q. HOW WERE BELLSOUTH'S PERFORMANCE MEASUREMENTS DEVELOPED?

A. Hearings were held in several states in the BellSouth region in which BellSouth and all CLECs had an opportunity to present a position 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. In

compliance with these decisions, BellSouth developed its Service Quality Measurements (SQMs).

In addition to the proceedings mentioned above, another opportunity to shape Performance Measurements was available to Intermedia by participation in the Louisiana SQM Workshops. These workshops were an open forum by which CLECs collaborated directly with BellSouth under the guidance of the Louisiana Public Service Commission staff to debate issues surrounding the appropriate set of performance measurements and definitions. The Louisiana Public Service Commission published the schedule for these workshops.

In summary, BellSouth's current set of Service Quality Measurements were developed over the last two years by working with various state commissions and CLECs. The SQMs insure that BellSouth provides Intermedia and all other CLECs with non-discriminatory access as required by the Telecommunications Act of 1996 (the "Act").

Q. IS THERE REASON TO BELIEVE THAT THE CLEC INDUSTRY IN TENNESSEE ACCEPTS THE EXISTING BELLSOUTH SERVICE QUALITY MEASUREMENTS?

A. Yes. As of April 26, 2000, in excess of 79 Agreements have been signed between BellSouth and CLECs in Tennessee that incorporate the BellSouth Service Quality Measurements.

Q. HAS THE AUTHORITY ADDRESSED THE ISSUE OF PERFORMANCE MEASURES IN ANY OTHER PROCEEDING?

A. Yes. In the ITC^DeltaCom arbitration proceeding, the Authority deliberated on the issue of performance measures and recommended the addition of thirty measurements to the BellSouth Service Quality Measurements proposal. BellSouth respectfully disagrees with the Authority's finding. On May 22, 2000, as directed by the Authority, BellSouth filed its Best and Final Offer, along with a Motion for Reconsideration. The Authority has not yet issued a final Order in the ITC^DeltaCom proceeding.

Q: WHY SHOULD THE AUTHORITY NOT ESTABLISH A SEPARATE SET OF MANDATED MEASUREMENTS JUST FOR INTERMEDIA?

A: In order to monitor non-discriminatory access, the Tennessee Regulatory Authority must have a set of performance measurements that is as consistent as possible 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 Intermedia is attempting to do, comparisons between the service

quality provided to the CLECs and to BellSouth retail would be nearly impossible.

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 March 30, 2000, over 800 CLECs have signed Agreements with BellSouth in BellSouth's region. To attempt to produce a separate set of 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. ARE THERE ANY OTHER LEGITIMATE REASONS WHY THE TENNESSEE REGULATORY AUTHORITY SHOULD NOT RULE ON PERFORMANCE MEASUREMENTS IN THIS PETITION FOR ARBITRATION?

A. Yes. BellSouth has filed a motion with the Tennessee Regulatory Authority to convene a generic performance measurement docket so that not only BellSouth but all interested parties, including Intermedia, have an opportunity to produce

evidence as to the appropriate set of performance measurements to be adopted in Tennessee. BellSouth urges this Authority to act quickly in establishing this generic docket so that the important issue of performance measurements is not inappropriately fragmented through individual arbitration proceedings. Once established, this issue should appropriately be moved to that generic docket.

Q. WOULD THERE BE ADDITIONAL IMPACTS IF THE TENNESSEE REGULATORY AUTHORITY WERE TO REQUIRE BELLSOUTH TO ADOPT THE TEXAS PLAN AS PROPOSED BY INTERMEDIA?

A. Yes. If the Tennessee Regulatory Authority were to order adoption of the Texas Plan as proposed by Intermedia, it would negate important work already in progress. Specifically, at the Georgia Commission's direction, BellSouth has contracted with KPMG to do a comprehensive test of BellSouth's OSSs that includes validation of the measurements in BellSouth's SQMs. This testing and validation is well underway and nearing completion. To change direction now, at this late stage, would be a major step backwards.

Q. IN SUMMARY, WHAT DOES BELLSOUTH REQUEST THIS AUTHORITY DO?

A. BellSouth requests that the Tennessee Regulatory Authority either require Intermedia to accept BellSouth's Service Quality Measurements, as written, in the

Interconnection Agreement or remove the issue of performance measures and enforcement mechanisms entirely from this arbitration proceeding and address these issues in the proposed generic docket (Docket No. 00-00392) referenced above.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes

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-Interconnection Operations, 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. 99-00948 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 1 exhibit(s).

David A. Coon

Sworn to and subscribed
before me on July 13, 2000

Linda D. Hobbs
NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires March 17, 2003

BELLSOUTH®

Service Quality Measurement Plan (SQM)

Measurement Descriptions

Version

May, 2000

I. INTRODUCTION

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required ILECs to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC) and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM. **The SQM must reflect the Orders by the GPSC and LPSC.**

However, in addition, the SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new systems and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, to correct errors to respond to 3rd Party audit requirements, and PSC and/or customer requests..

This document is intended for use by someone with a basic knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurement reports.

BellSouth
Service Quality Measurements Plan

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CATEGORY	MEASUREMENT DESCRIPTION*	
(OSS) Operations Support Systems	OSS-1. Average Response Time and Response Interval (Pre-Ordering)	OSS-Pg. 1
	OSS-2. Interface Availability (Pre-Ordering)	OSS-Pg.3
	OSS-3. Interface Availability (Maintenance & Repair)	OSS-Pg. 4
	OSS-4. Response Interval (Maintenance & Repair)	OSS-Pg. 5
(O) Ordering	O-1. Percent Flow-through Service Requests (Summary)	O-Pg. 1
	O-2. Percent Flow-through Service Requests (Detail)	O-Pg. 3
	O-3. Flow-through Error Analysis	O-Pg. 5
	O-4. CLEC LSR Information	O-Pg. 6
	LSR Flow-Through Matrix	O-Pg. 7
	O-5. Percent Rejected Service Requests	O-Pg. 10
	O-6. Reject Interval	O-Pg. 12
	O-7. Firm Order Confirmation Timeliness	O-Pg. 14
	O-8. Speed of Answer in Ordering Center	O-Pg. 16
	O-9. LNP-Percent Rejected Service Request	O-Pg.17
	O-10. LNP-Reject Interval Distribution & Average Reject Internal	O-Pg. 18
	O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order confirmation Average Interval	O-Pg. 20
(P) Provisioning	Provisioning Level of Disaggregation	P-Pg. 1
	P-1. Mean Held Order Interval & Distribution Intervals	P-Pg. 2
	P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	P-Pg. 4
	P-3. Percent Missed Installation Appointments	P-Pg. 5
	P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution	P-Pg. 6
	P-5. Average Completion Notice Interval	P-Pg. 8
	P-6. Coordinated Customer Conversions	P-Pg. 9
	P-6A. Coordinated Customer Conversions Hot Cut Timeliness % within Interval and Average Interval	P-Pg. 10
	P-7. % Provisioning Troubles w/i 30 days of Service Order Activity	P-Pg. 11
	P-8. Total Service Order Cycle Time (TSOCT)	P-Pg. 12
	P-9. Service Order Accuracy (GEORGIA ONLY)	P-Pg. 13
	P-10. LNP –Percent Missed Installation Appointments	P-Pg. 14
	P-11. LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution	P-Pg. 15
	P-12. LNP-Total Service Order Cycle Time	P-Pg. 16
(M&R) Maintenance & Repair	M&R Level of Disaggregation	M&R-Pg. 1
	M&R-1. Missed Repair Appointments	M&R-Pg 2.
	M&R-2. Customer Trouble Report Rate	M&R-Pg. 3
	M&R-3. Maintenance Average Duration	M&R-Pg. 4
	M&R-4. Percent Repeat Troubles w/i 30 days)	M&R-Pg. 5
	M&R-5. Out of Service > 24 Hours	M&R-Pg. 6
	M&R-6. Average Answer Time - Repair Centers	M&R-Pg. 7
(B) Billing	B-1. Invoice Accuracy	B-Pg. 1
	B-2. Mean Time to Deliver Invoices	B-Pg. 2
	B-3. Usage Data Delivery Accuracy	B-Pg. 3
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TABLE OF CONTENTS – (continued)

CATEGORY	MEASUREMENT DESCRIPTION *	
(OS) (DA) Operator Services Toll & Directory Assistance	OS-1. Speed to Answer Performance/Average Speed to Answer (Toll) OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds (Toll) DA-3. Speed to Answer Performance/Average Speed to Answer (DA) DA-4. Speed to Answer Performance/Percent Answered within "X" Seconds (DA)	OS-Pg. 1 OS-Pg. 2 DA-Pg. 3 DA-Pg. 4
(E) E911	E-1. Timeliness E-2. Accuracy E-3. Mean Interval	E-Pg. 1 E-Pg. 2 E-Pg. 3
(TGP) Trunk Group Performance	TGP-1. Trunk Group Performance-Aggregate TGP-2. Trunk Group Performance-CLEC Specific TGP-3. Trunk Group Service Report TGP-4. Trunk Group Service Detail	TGP-Pg. 1 TGP-Pg. 3 TGP-Pg. 5 TGP. Pg 6
(C) Collocation	C-1. Average Response Time C-2. Average Arrangement Time C-3. % of Due Dates Missed	C-Pg. 1 C-Pg. 2 C-Pg. 3
Appendix A	Reporting Scope	
Appendix B	Glossary of Acronyms and Terms	
Appendix C	Audit Policy	
Appendix D	BST SQM Retail Analog & Benchmarks	

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

BellSouth
Service Quality Measurements Plan

OSS (Operations Support Systems)

Report/Measurement:	
OSS-1. Average Response Time and Response Interval (Pre-Ordering)	
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 systems during the reporting period and dividing by the total number of legacy system requests for that month. 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 accesses to the legacy systems 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. CLECs and BST query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a give address. CLECs and BST query this legacy system. • **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. CLECs and BST query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BST query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BST queries this legacy system.	
Calculation:	
Σ [Date & Time of Legacy Response) – (Date & Time of Request to Legacy)] / (Number of Legacy Requests During the Reporting Period)	
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:	
See Appendix D	

Revision Date: 05/05/00 (lg)

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	DSAP-DDI	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	ATLAS-TN	TN	x	x	x	x
DSAP	DSAP-DDI	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

OSS (Operations Support Systems)

Report/Measurement:	
OSS-2. Interface Availability (Pre-Ordering)	
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 allows 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:	
• Aggregate ➢ CLEC ➢ BST & CLEC • Regional Level	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime	• Report month • Legacy Contract Type (per reporting dimension) • Regional Scope
Retail Analog/Benchmark:	
See Appendix D	

OSS Interface Availability

OSS Interface	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LEO UNIX	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
ATLAS/COFFI	CLEC/BST	x
BOCRIS	CLEC/BST	x
DSAP	CLEC/BST	x
RSAG	CLEC/BST	x
SOCS	CLEC/BST	x
SONGS	CLEC/BST	x

Revision Date: 05/25/00 (lg)

OSS (Operations Support Systems)

Report/Measurement:	
OSS-3. Interface Availability (Maintenance & Repair)	
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:	
• Aggregate ➢ CLEC ➢ BST & CLEC • Regional Level	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA	• Availability of BST TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM
Retail Analog/Benchmark:	
Parity by design; Retail Analog ECTA Benchmark – 99.5% See Appendix D	

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BST and CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

Revision Date: 05/25/00 (see)

OSS (Operations Support Systems)

Report/Measurement:	
OSS-4. Response Interval (Maintenance & Repair)	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface from the time 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:	
None	
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 on the BST side of the interface and the clock stops when the response has been transmitted through that same point to the requester. **NOTE:** The OSS Response Interval BST Total Report is a combination of BST Residence and Business Total.	
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, ≥ 4 to 10, ≥ 10, ≥ 30 seconds.	
Report Structure:	
• CLEC • BST Residence • BST Business by interface for each legacy system and function as appropriate. • BST total (Business + Residence)	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• CLEC Transaction Intervals	• BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
OSS Response Interval for CLEC's is comparable to OSS Response Interval for BST.	

System	BST & CLEC	Count < = 4	Count > 4, < = 10	Count < = 10	Count > 10	Count > 30
CRIS	X	X	X	X	X	X
DLETH	X	X	X	X	X	X
DLR	X	X	X	X	X	X
LMOS	X	X	X	X	X	X
LMOSupd	X	X	X	X	X	X
LNP	X	X	X	X	X	X
MARCH	X	X	X	X	X	X
OSPCM	X	X	X	X	X	X
Predictor	X	X	X	X	X	X
SOCS	X	X	X	X	X	X
NIW	X	X	X	X	X	X

Revision Date: 05/16/00 (see)

BellSouth
Service Quality Measurements Plan

ORDERING

Report/Measurement:

O-1. Percent Flow-Through Service Requests (Summary)

Definition:

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions:

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout

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), that flow through and reach a status for a FOC to be issued, 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). 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 electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway 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/LNP Gateway 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/LAUTO 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, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout 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/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
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 LSCS 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 for clarification. If it is determined the error is BST caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

ORDERING (O-1. Percent Flow-Through Service Requests (Summary) – Continued)

Calculation:

Percent Flow Through – (The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued) / (the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO) - 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
  - Residence
  - Business
  - UNE
  - LNP

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

Retail Analog/Benchmark:

Residence 90%
Business 80%
UNE 80%

Revision Date: 05/15/00 (tm)

ORDERING

Report/Measurement:

O-2. Percent Flow-Through Service Requests (Detail)

Definition:

A detailed list by CLEC of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions:

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout

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), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale, and 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 electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway 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/LNP Gateway 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/LAUTO 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, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout 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/LAUTO 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 LSCS 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 for clarification. If it is determined the error is BST caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

ORDERING (O-2. Percent Flow-Through Service Requests (Detail) – Continued)

Calculation:

Percent Flow Through – (The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued) / (the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO) - 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
  - Residence
  - Business
  - UNE
  - LNP

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

Retail Analog/Benchmark:

Residence 90%
Business 80%
UNE 80%

Revision Date: 05/15/00 (tm)

ORDERING

Report/Measurement:	
O-3. 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 and reach a status for a FOC to be issued.	
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), that flow through and reach a status for a FOC to be issued. 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 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 Performance:**
• 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: 02/22/00 (tm)

ORDERING

Report/Measurement:	
O-4. CLEC LSR Information	
Definition:	
A list, with the flow through activity, of LSRs, by cc, pon and ver, issued by each CLEC during the report period.	
Exclusions:	
Fatal Rejects	
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), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
NA	
Report Structure:	
• Provides a list, with the flow through activity, of LSRs by cc, pon, and ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR. ➢ CC ➢ PON ➢ Ver ➢ Timestamp ➢ Type ➢ Err # ➢ Note or error description	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Experience:**
• Report month • Record of LSRs received by cc, pon, and ver • Record of timestamp, type, err # and note or error description for each LSR by cc, pon, and ver.	NA
Retail Analog/Benchmark:	
Not Applicable	

Revision Date: 5/2/00(tm)

LSR Flow-Through Matrix

PRODUCT	F/T	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING [1]	EDI	TAG [2]	LENS 99 [4]	LENS [3]	COMMENTS
2 wire analog DID trunk port	No [5]	UNE	Yes	NA	N	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	N	
2 wire ISDN digital line side port	No	UNE	Yes	NA	N	N	N	N	
2 wire ISDN digital loop	No	UNE	Yes	Yes	Y	Y	N	N	
3 Way Calling	Yes	No	No	No	Y	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	No	Y	Y	N	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	NA	N	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	NA	N	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	Yes	N	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	N	
ADSL	No	UNE	Yes	NA	N	N	N	N	
Area Plus	Yes	No	No	No	Y	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	N	
Call Block	Yes	No	No	No	Y	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	N	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	Y	
DS3	No	UNE	Yes	NA	N	N	N	N	
DS1 Loop	Yes	UNE	Yes	No	Y	Y	N	N	

DSO Loop	Yes	UNE	Yes	No	Y	Y	N	N	
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	Y	
ESSX	No	Yes	Yes	NA	N	N	N	N	
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	Y	
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	Y	
FLEXSERV	No	Yes	Yes	NA	N	N	N	N	
Frame Relay	No	Yes	Yes	NA	N	N	N	N	
FX	No	Yes	Yes	NA	N	N	N	N	
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	Y	
HDSL	No	UNE	Yes	NA	N	N	N	N	
Hunting MLH	No	C/S [6]	C/S	Yes	Y	Y	N	N	
Hunting Series Completion	No	C/S	C/S	No	Y	Y	Y	Y	
INP RECTYPE B	Yes	UNE	No	No	Y	Y	N	N	
INP RECTYPE C	Yes	UNE	No	No	Y	Y	N	N	
LightGate	No	Yes	Yes	NA	N	N	N	N	
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	N	
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	N	
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	N	
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	N	
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	N	
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	Y	
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	Y	
Megalink	No	Yes	Yes	NA	N	N	N	N	
Megalink-T1	No	Yes	Yes	NA	N	N	N	N	
Memory Call	Yes	No	No	No	Y	Y	Y	Y	
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	Y	
Multiserv	No	Yes	Yes	NA	N	N	N	N	
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	N	
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	N	
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	Y	
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	Y	
Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	N	
Pay Phone Provider	No	No	No	NA	N	N	N	N	
PBX Standalone ACT A,C, D	No	Yes	Yes	Yes	Y	Y	Y	N	
PBX Trunks	No	Yes	Yes	Yes	Y	Y	Y	N	
Port/Loop Combo	Yes	UNE	No	No	Y	Y	Y	N	
Port/Loop PBX	No	No	No	Yes	Y	Y	N	N	
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	Y	

RCF Basic	Yes	No	No	No	Y	Y	Y	Y	
Remote Access to CF	Yes	No	No	No	Y	Y	Y	Y	
Repeat Dialing	Yes	No	No	No	Y	Y	Y	Y	
Ringmaster	Yes	No	No	No	Y	Y	Y	N	
Smartpath	No	Yes	Yes	NA	N	N	N	N	
SmartRING	No	Yes	Yes	NA	N	N	N	N	
Speed Calling	Yes	No	No	No	Y	Y	Y	Y	
Synchronet	No	Yes	Yes	Yes	Y	Y	N	N	
Tie Lines	No	Yes	Yes	NA	N	N	N	N	
Touchtone	Yes	No	No	No	Y	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	No	Y	Y	Y	N	
WATS	No	Yes	Yes	NA	N	N	N	N	
XDSL Extended LOOP	No	UNE	Yes	NA	N	N	N	N	

Note [1]: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note [2]: The TAG column includes those LSR submitted via RoboTAG.

Note [3]: The LENS column denotes the ordering status of services prior to OSS 99.

Note [4]: The LENS 99 column denotes the ordering status of services post OSS 99.

Note [5]: 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— new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

Note [6]: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple

ORDERING

Report/Measurement:

O-5. 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 submitted by the CLEC and passes 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, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. 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 either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR. In LEO, Fatal Rejects are included in the "Other" category for Regional reports only.

- An Auto Clarification occurs when a valid LSR 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, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported as a separate category.

Calculation:

Percent Rejected Service Requests = (Total Number of Rejected Service Requests in the reporting period) / (Total Number of Service Requests Received in the reporting period) X 100.

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - Resale Residence
  - Resale Business
  - Resale – Design (Special)
  - Other
  - UNE
  - UNE Loop with NP
  - Interconnection Trunks
- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order
- Product Specific % Rejected
- Total % Rejected

ORDERING (O-5. Percent Rejected Service Requests – Continued)

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 • Total Number of ASRs (Trunks)	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 05/15/00 (lg)

ORDERING

Report/Measurement:

O-6. 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 submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions:

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Designated Holidays.
- The following hours for Non-mechanized LSRs*:
  - Residence Resale Group - from 10:00 PM EST Saturday until 7:00 AM EST Monday.
  - Business Resale, Complex, UNE Groups - from 8:00 PM EST Friday until 8:00 AM EST Monday.
  - IPC – 4:30 PM CST Friday until 8:00 AM CST Monday.

* The hours excluded will be altered to reflect changes in the Center operating hours.

Business Rules:

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in LEO). Auto Clarifications are considered in the Fully Mechanized category.

- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS 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 which are electronically submitted by the CLEC.

- **Non-Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported as a separate category.

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

ORDERING – (O-6. Reject Interval – Continued)

Level of Disaggregation:

- Product Reporting Levels
  - Resale – Residence
  - Resale – Business
  - Resale – Design (Special)
  - Other
  - UNE
  - UNE Loop with NP
  - Interconnection Trunks
    - < 10 Circuits/Lines
    - > 10 Circuits/Lines
- 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.
- Trunks:
  - < 5 days
  - > 5-8 days
  - > 8-12 days
  - >12-14 days
  - >14-17 days
  - >17-20 days
  - > 20 days
- Average Interval for mechanized reports in hours, non-mechanized and Trunk reports in days.

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region • Total Number of ASRs (Trunks)	

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

ORDERING

Report/Measurement:

O-7. 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
- Designated Holidays.
- The following hours for Non-mechanized LSRs*:
  - Residence Resale Group - from 10:00 PM EST Saturday until 7:00 AM EST Monday.
  - Business Resale, Complex, UNE Groups - from 8:00 PM EST Friday until 8:00 AM EST Monday.
  - IPC – 4:30 PM CST Friday until 8:00 AM CST Monday.

* The hours excluded will be altered to reflect changes in the Center operating hours.

Business Rules:

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling 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 and a Firm Order Confirmation is returned to the CLEC.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported as a separate category.

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
  - Resale – Residence
  - Resale – Business
  - Resale – Design (Special)
  - Other
  - UNE
  - UNE Loop with NP
  - Interconnection Trunks
    - < 10 Circuits/Lines
    - > 10 Circuits/Lines

ORDERING – (O-7. Firm Order Confirmation Timeliness – Continued)

Level of Disaggregation: (Continued)

- 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
- Average Interval in Days

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report month • Interval for FOC • Total number of LSRs • State and Region • Total Number of ASRs (Trunks)	

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

ORDERING

Report/Measurement:
O-8. 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 BST's 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:
Aggregate • CLEC – Local Carrier Service Center • BST - Business Service Center - Residence Service Center Note: Combination of Residence Service Center and Business Service Center data under development
Level of Disaggregation:
Aggregate • CLEC – Local Carrier Service Center • BST - Business Service Center - Residence Service Center Note: 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. See Appendix D

Revision Date: 05/26/00 (lg)

ORDERING – (LNP)

Report/Measurement:

O-9. LNP-Percent Rejected Service Requests

Definition:

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
- Non Mechanized LSR's

Business Rules:

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

- A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation:

[(Number of Service Requests Rejected in the Reporting Period) / (Number of Service Requests Received in the Reporting Period)] x 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

ORDERING – (LNP)

Report/Measurement:

O-10. LNP-Reject Interval Distribution & Average 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 LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.

Exclusions:

- Service Requests canceled by the CLEC
- Fatal Rejects
- Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
- Non Mechanized LSR's

Business Rules:

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully 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.

  Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

- An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Calculation:

Average Reject Interval:

Σ[(Date & Time of Service Request Rejection) – (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Rejected in Reporting Period)

Reject Interval Distribution:

[Σ(Service Requests Rejected in "X" minutes/hours) / (Total Number of Service Requests Rejected in Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

ORDERING – (O-10. LNP-Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:

- Reported in intervals:
  - 0-4 minutes
  - > 4-8 minutes
  - > 8-12 minutes
  - >12-60 minutes
  - 0-1hours
  - > 1-8 hours
  - > 8-24 hours
  - > 24 hours
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - State, Region
- Average Interval in Days

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

ORDERING – (LNP)

Report/Measurement:

O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition:

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions:

- Rejected LSRs (Clarifications or Fatal Rejects)
- Order Activities of BST or the CLEC associated with interval or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.

Business Rules:

The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimensions. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution.

- **Mechanized:** The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention.
- **Partially Mechanized:** The elapsed time from receipt of an electronically submitted LSR which falls 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).
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized FOCs.

Calculation:

Average Reject Interval:

Σ[(Date & Time of Firm Order Confirmation) – (Date & Time of Service Request Receipt)] / (Total Number of Service Requests Confirmed in Reporting Period)

FOC Interval Distribution:

Σ[(Service Requests Confirmed in "X" minutes/hours in the Reporting Period) / (Total Service Requests Confirmed in the Reporting Period)] X 100

Report Structure:

- Fully Mechanized, Partially Mechanized, Total Mechanized
- CLEC Specific
- CLEC Aggregate

ORDERING – (O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval – Continued)

Level of Disaggregation:

- Reported in intervals
  - 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
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
- State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

BellSouth
Service Quality Measurements Plan

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
  - Pots – Residence
  - Pots – Business
  - Design
  - PBX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**Note:** ISDN included in POTS for Georgia Only)

- Unbundled Network Elements
  - UNE Design
  - UNE Non-Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)
  - Combos, Switching, Local Transport, DSL (under development)

- Trunks
  - Local Interconnection Trunks

- Georgraphic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g., Metropolitan Service Area – MSA)

The following measure is the exception for all states:
Coordinated Customer Conversion
Hot Cut Timeliness (under development)

Which is disaggregated as follows:
UNE LOOPS with INP
UNE LOOPS without INP

PROVISIONING

Report/Measurement:
P-1. 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. Calculation of the interval is the number of orders held and pending but not completed that have passed the currently committed due date. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval)
Exclusions:
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. The interval is by calendar days with no exclusions for Holidays or Sundays. 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 Past Due Orders Held and Pending and Past The Committed Due Date). **Held Order Distribution Interval:** (# of Orders Held for ≥90 days) / (Total # of Past Due Orders Held and Pending But Not Completed) X 100 (# of Orders Held for ≥15 days) / (Total # of Past Due Orders Held and Pending But Not Completed) X 100
Report Structure:
• CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

PROVISIONING – (P-1. Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• 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 • 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 • Total line/circuit count • Geographic Scope
Retail Analog/Benchmark:	
CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Non-UNE Design/BST Design Interconnection Trunks-CLEC/Interconnection Trunks – BST UNEs-(See Appendix D)	

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement:

P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition:

When BST can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.
The interval is from the date/time the notice is released to the CLEC/BST systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions:

- 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 for facility delay, 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
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• 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 • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/25/00 (taf)

PROVISIONING

Report/Measurement:

P-3. 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. This measure is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates and reported for both BST and End User Misses.

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
- End User Misses on Interconnection Trunks

Business Rules:

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. The "due date" is any time on the confirmed due date. 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 Confirmed in Reporting) 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. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Level of Disaggregation:

- Reported in categories of <10 lines/circuits; > = 10 lines/circuits
- Dispatch/No Dispatch

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• 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 (DD) • Completion Date (CMPLTN DD) • 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 Non-UNE Design/BST Design
Interconnection Trunks-CLEC/Interconnection Trunks – BST
UNEs-(See Appendix D)

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement:
P-4. 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 percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on services orders.
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&F) listing orders • "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 BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. This includes all delays for BST's CLEC/End Users. 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. The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, > = 30 = 30 and greater.
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
Level of Disaggregation:
• ISDN Orders included in Non Design – GA Only • 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

PROVISIONING –
(P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• 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 • BST 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 Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement:

P-5. 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 on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her 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. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.

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

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

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report month • CLEC Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• Report month • BST Order Number (so_nbr) • Work Completion Date (cmpltn-dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service 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
Interconnection Trunks-CLEC/Interconnection Trunks – BST
UNEs-(See Appendix D)

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
This report 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 LNP, 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 and loops where coordination is not requested.	
Business Rules:	
Where the service order includes LNP, 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 Coordinated Unbundled Loop)- (Disconnection Date and Time of an Coordinated Unbundled Loop)] / Total Number of Unbundled Loop with Coordinated Conversions (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	
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 (INP orders) • Total Conversions (Items) NOTE: Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists
Retail Analog/Benchmark:	
Benchmark – See Appendix D	

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement:

P-6A. Coordinated Customer Conversions – Hot Cut Timeliness % within Interval and Average Interval

Definition:

This category measures whether BST begins the cutover of an unbundled loop on a time specific order at the CLEC requested time. It is measures the percentage of orders worked within 15 minutes of the requested start time of the order and the average interval.

Exclusions:

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop.

Business Rules:

This report measures whether BST begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cutover start time, the measurement will calculate the % within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval.

Calculation:

% within Interval – [Total Number of Coordinated Unbundled Loop Orders for the interval] / Total Number of Coordinated Unbundled Loop Orders for the reporting period X 100.

Average Interval - [Σ (Scheduled Date and Time for Cross Connection of a Coordinated Unbundled Loop Order) – (Actual Start Date and Time of a Coordinated Unbundled Loop Order)] / Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure:

- CLEC Specific
- CLEC Aggregate

Level of Disaggregation:

Reported in intervals, plus Overall Average Interval

- Product Reporting Level
  - SL1 Time Specific
  - SL2 Time Specific
  - Coordinated Cuts

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Scheduled Start Time • Cutover Actual Start Time • Total Conversions Orders **NOTE:** Code in parentheses is the corresponding header found in the raw data file.	• No BST Analog Exists

Retail Analog/Benchmark:

Benchmark – 95% Within + or – 15 minutes of Scheduled Start Time

Revision Date: 05/16/00 (taf)

PROVISIONING

Report/Measurement:

P-7. % 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 of the service order for a trouble report issue date.
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 report 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

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 Non-UNE Design / BST Design
Interconnection Trunks-CLEC / Interconnection Trunks –BST
UNEs-(See Appendix D)

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement :	
P-8. Total Service Order Cycle Time (TSOCT)	
Definition:	
This report measures 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 Σ(Completion Date and Time of Service Order) (SOCS HIST-CD DATE) - (Date and Time of Service Request Receipt) / (Count of Orders Completed in Reporting Period)	
Report Structure:	
• CLEC Specific • CLEC Aggregate • BST Aggregate	
Level of Disaggregation:	
• Reported in categories of < 10 line/circuits; > = 10 line/circuits • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • Interval for FOC • CLEC Company Name (OCN) • 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 • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
See Appendix D	

Revision Date: 02/28/00 (taf)

PROVISIONING

Report/Measurement:	
P-9. Service Order Accuracy GEORGIA ONLY	
Definition:	
The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.	
Exclusions:	
• Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders	
Business Rules:	
A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.	
Calculation:	
Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100	
Report Structure:	
CLEC Aggregate	
Level of Disaggregation:	
• Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity	• Being investigated at this time
Retail Analog/Benchmark:	
(Under Investigation)	

Revision Date: 05/25/00 (taf)

PROVISIONING

Report/Measurement:
P-10. LNP-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. This measure is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates and reported for both BST and End User Misses.
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.) where identifiable.
Business Rules:
Percent Missed Installation Appointments (PMI) 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 in a separate category. The "due date" is any time on the confirmed due date, 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: [(Number of Orders Not Completed by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate **Report explanation:** Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.
Level of Disaggregation:
• Product Reporting Levels ➢ LNP ➢ UNE Loop Associated w/LNP • Geographic Scope ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/15/00 (taf)

PROVISIONING – (LNP)

Report/Measurement :
P-11. LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution
Definition:
Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.
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.) where identifiable.
Business Rules:
The Disconnect Timeliness interval is determined for each Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the 'Number Ported' message for an LSR's disconnect order from NPAC (signifying the CLEC 'Activate') until the Disconnect service order is completed 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 total number of selected disconnect orders which have been completed.
Calculation :
Average Disconnect Timeliness Interval: Σ[(Disconnect Service Order Completion Date & Time) - ('Number Ported' Message Received Date & Time)] / Σ (Total Number of Disconnect Service Orders Completed in Reporting Period) **Disconnect Timeliness Interval Distribution:** [Σ (Disconnect Service Orders Completed in "X" days) / (Total Disconnect Service Orders Completed in Reporting Period)] X 100
Report Structure:
• Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
• Reported in day intervals = 0,1,2,3,4, 5, >5 days • Product Reporting Levels ➢ LNP • Geographic Scope ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/15/00 (taf)

PROVISIONING

Report/Measurement :

P-12. LNP-Total Service Order Cycle Time

Definition:

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

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.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).

Business Rules:

The interval is determined for each service request 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 request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.

Calculation :

Average Total Service Order Cycle Time:

Σ[(Service Order Completion Date & Time) - (Service Request Receipt Date & Time)] / Σ (Total Number Service Requests Completed in Reporting Period)

Total Service Order Cycle Time Interval Distribution:

Σ (Total Number of Service Requests Completed in "X" minutes/hours) / (Total Number of Service Requests Received in Reporting Period)] X 100

Report Structure:

- Mechanized (service orders generated by LSRs submitted via EDI or TAG)
- CLEC Specific
- CLEC Aggregate
- "W" Appointment Code Only (Company Offered)

Level of Disaggregation:

- Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, >30 days
- Product Reporting Levels
  - LNP
  - UNE Loop with LNP
- Geographic Scope
  - State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 02/16/00 (taf)

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
  - Pots – Residence
  - Pots – Business
  - Design
  - PBX (Louisiana SQM)
  - CENTREX (Louisiana SQM)
  - ISDN (Louisiana SQM) (**Note:** ISDN Trouble included in POTS for Georgia Only)

- Unbundled Network Elements
  - UNE Design
  - UNE Non-Design
  - UNE 2 Wire Loop (Louisiana SQM)
  - UNE Loop Other (Louisiana SQM)
  - Unbundled Ports (Louisiana SQM)
  - UNE Other Non-Design
  - Combos, Switching, Local Transport, DSL (under development)

- Trunks
  - Local Interconnection Trunks

- Dispatch/No Dispatch categories applicable to all levels

- Geographic Scope
  - State, Region and further geographic disaggregation as required by State Commission Order (e.g., Metropolitan Service Area – MSA)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-1. 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/her 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. (No access reports are not part of this measure because they are not a missed appointment.)

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

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• 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

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-(See Appendix D)

Revision Date: 05/15/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-2. 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 internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

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 that exist for the CLECs 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

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• 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

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-(See Appendix D)

Revision Date: 02/22/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-3. 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 tickets canceled at the CLEC request.
- BST trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.
- 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 and the BST or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

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
- CLEC Aggregate
- BST Aggregate

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report month • Total Tickets (LINE_NBR) • 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) • 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 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-(See Appendix D)

Revision Date: 05/25/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:

M&R-4. 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 trouble reported

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:

Includes Customer trouble reports received within 30 days of an original Customer trouble report

Calculation:

Percent Repeat Troubles within 30 Days = (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

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• 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 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 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

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-(See Appendix D)

Revision Date: 02/22/00 (see)

MANTENANCE & REPAIR

Report/Measurement:	
M&R-5. 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 Total OOS 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 elapsed time exceeds 24 hours.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Cleared Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
• CLEC Specific • BST Aggregate • CLEC Aggregate	
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
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 – (See Appendix D)	

Revision Date: 05/12/00 (see)

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customer is in Queue when calling a BellSouth Repair Center.	
Exclusions:	
None	
Business Rules:	
The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call. (abandoned calls are not included) (NOTE: The Total Column is a combined BST Residence and Business number)	
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	
Data Retained Relating to CLEC Experience	**Data Retained Relating to BST Experience**
• CLEC Average Answer Time	• BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers.	

Revision Date: 05/25/00 (see)

BILLING

Report/Measurement:	
B-1. 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 of 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) – (Absolute Value of 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 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 See Appendix D	

Revision Date: 05/03/00 (dg)

BILLING

Report/Measurement:	
B-2. Mean Time to Deliver Invoices	
Definition:	
Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system. CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
This report 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 for both systems. See Appendix D	

Revision Date: 05/03/00 (dg)

BILLING

Report/Measurement:	
B-3. 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.	
Calculation:	
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 send 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 See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-4. 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 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 month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Completeness is comparable to BST Usage Data Delivery Completeness See Appendix D	

Revision Date: 02/28/00 (dg)

BILLING

Report/Measurement:	
B-5. 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 Current month = 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 See Appendix D	

Revision date: 02/28/00 (dg)

BILLING

Report/Measurement	
B-6. 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 (Volume of Records Delivered X estimated number of days to deliver) / Total Record Volume Delivered.	
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 See Appendix D	

Revision Date: 05/03/00 (dg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
OS-1. 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:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BST customers.
Calculation:
Total queue time ÷ total calls answered
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 See Appendix D

Revision Date: 05/12/00 (tg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
OS-2. Speed to Answer Performance/Percent Answered with "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 for the Average Speed to Answer by a State Commission.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction 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 See Appendix D

Revision Date: 05/15/00 (tg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
DA-1. Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answered by a DA operator.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BST customers.
Calculation:
Total queue time ÷ total calls answered
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 See Appendix D

Revision Date: 05/12/00 (tg)

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
DA-2. 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 for the Average Speed to Answer by a State Commission.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction 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 See Appendix D

Revision Date: 05/15/00 (tg)

E911

Report/Measurement:
E-1. Timeliness
Definition:
Measures the percent 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 Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The system makes no distinction between CLEC resale records and BST retail records.
Calculation:
E911 Timelines = 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
Level of Disaggregation:
None
Data Retained
• Report month • Aggregate data
Retail Analog/Benchmark:
Parity by Design See Appendix D

Revision Date: 05/10/00 (tg)

E911

Report/Measurement:
E-1. Accuracy
Definition:
Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successully for E911.
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 Control System (SOCS). The system makes no distinction 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 See Appendix D

Revision Date: 05/10/00 (tg)

E911

Report/Measurement:
E-3. 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 is 4-hour increments up to and beyond 24 hours. The system makes no distinction 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
• Report month • Aggregate data
Retail Analog/Benchmark:
Parity by Design See Appendix D

Revision Date: 05/15/00 (tg)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-1. Trunk Group Performance-Aggregate

Definition:

A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with a separate table for each geographic area.

- For each geographic area, plots are generated for; a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted.

- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.

- Trunk Categorization: This report display, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

TRUNK GROUP PERFORMANCE – (TGP-1. Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1x7)+(0.5x7)+(2x5)+(1.5x\,6)}{(7+7+5+6)} = 1.8\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example:

Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	.....	Blocking Hour 24
A	24	3%	0%	1%	0%		0%
B	144	2%	0%	1%	0.5%		0.5%
C	528	0%	0.5%	1%	1%		1%
D	316	1%	0%	1%	0.1%		0%
E	940	1%	1%	4%	0%		0%
Aggregate		0.8%	0.6%	2.4%	0.3%		0.3%

The monthly weighted average blocking for hour 1 is calculated as follows:

$$\frac{(3x24)+(2x144)+(0x528)+(1x316)+(1x940)}{(24+144+528+316+940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
  - State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more then 0.5% = a miss using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BST.

Revision Date: 5/3/2000 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-2. Trunk Group Performance-CLEC Specific

Definition:

A report of blocking information for CLEC trunk groups.

Exclusions:

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information

Business Rules:

- Aggregate blocking results are created using the statistical analysis package and are output into Excel with a separate table for each geographic area.
- For each geographic area, plots are generated for the monthly blocking by hour.
- The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported.
- Trunk Categorization: This report display, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows:

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

TRUNK GROUP PERFORMANCE – (TGP-2. Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:
(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example: Hour		Week 1	Week 2	Week 3	Week 4	Monthly
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:
(1x5 7)+(0.5x5 7)+(2x4 5)+(1.5x4 6) = 1.2 8%
(5 7+5 7+4 5+4 6)

Aggregate Monthly Blocking:
(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example:

Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	.....	Blocking Hour 24
A	24	3%	0%	1%	0%		0%
B	144	2%	0%	1%	0.5%		0.5%
C	528	0%	0.5%	1%	1%		1%
D	316	1%	0%	1%	0.1%		0%
E	940	1%	1%	4%	0%		0%
Aggregate		0.8%	0.6%	2.4%	0.3%		0.3%

The monthly weighted average blocking for hour 1 is calculated as follows:
(3x24)+(2x144)+(0x528)+(1x316)+(1x940) = 0.8%
(24+144+528+316+940)

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly average blocking per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more then 0.5% = a miss using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BST.

Revision Date: 05/3/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-3. 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 highlights 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 Performance:**
• 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 See Appendix D	

Revision Date: 02/28/00 (tm)

TRUNK GROUP PERFORMANCE

Report/Measurement:

TGP-4. 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 highlights 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/CLEC Specific
  - Traffic Identity
  - TGSN
  - Tandem
  - End Office
  - 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 Performance:**
• 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 identify, 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 identify, TGSN, end points, description, busy hour, valid study days, number reports

Retail Analog/Benchmark:

CLEC Trunk Blockage/BST Blockage
See Appendix D

Revision Date: 03/15/00 (tm)

COLLOCATION

Report/Measurement:
C-1. 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:
• 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 (e.g. Metropolitan Service Area – MSA) • Virtual • Physical • Caged/Cageless (under development)
Data Retained
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/10/00 (tg)

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time from the receipt of a complete and accurate Bone Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement and notifies the CLEC.
Exclusions:
• Any Bona Fide firm order cancelled by the CLEC • 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 Bone 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 and notifies the customer.
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 (e.g. Metropolitan Service Area – MSA) • Virtual • Physical • Cage/Cageless (under development)
Data Retained
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/10/00 (tg)

COLLOCATION

Report/Measurement:
C-3. 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 • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
Percent Due Dates Missed is the percent of total collocation arrangements which BST is unable to complete by end of the ILEC committed due date. The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The arrangement is considered a missed due date if it is not completed on or before the committed due date.
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 (e.g. Metropolitan Service Area – MSA) • Virtual • Physical • Cage/Cageless (under development)
Data Retained
• Report period • Aggregate data
Retail Analog/Benchmark:
See Appendix D < 10% Missed Due Dates

Revision Date: 05/10/00 (tg)

BellSouth
Service Quality Measurements Plan

Appendix A: Reporting Scope*

Standard Service Groupings	***Pre-Order, Ordering*** ➢ Residence Resale ➢ Business Resale ➢ Special ➢ Local Interconnection Trunks ➢ UNE ➢ UNE Design ➢ UNE - Loops w/LNP ***Provisioning*** Resale and Retail ➢ Pots – Residence ➢ Pots – Business ➢ Design ➢ PBX (Louisiana SQM) ➢ CENTREX (Louisiana SQM) ➢ ISDN (Louisiana SQM) (**Note:** ISDN included in POTS for Georgia Only) Unbundled Network Elements ➢ UNE Design ➢ UNE Non-Design ➢ UNE 2 Wire Loop (Louisiana SQM) ➢ UNE Loop Other (Louisiana SQM) ➢ Unbundled Ports (Louisiana SQM) ➢ Combos, Switching, Local Transport, DSL (under development) ***Maintenance and Repair*** Resale / Retail ➢ Pots – Residence ➢ Pots – Business ➢ Design ➢ PBX (Louisiana SQM) ➢ CENTREX (Louisiana SQM) ➢ ISDN (Louisiana SQM) (**Note:** ISDN Trouble included in Non-Design for Georgia Only) Unbundled Network Elements ➢ UNE Design (Georgia and Regional SQM) ➢ UNE Non-Design (Georgia and Regional SQM) ➢ UNE 2 Wire Loop (Louisiana SQM) ➢ UNE Loop Other (Louisiana SQM) ➢ Unbundled Ports (Louisiana SQM) ➢ UNE Other Non-Design ➢ Combos, Switching, Local Transport, DSL (under development)

BellSouth
Service Quality Measurements Plan

Appendix A: Reporting Scope*

Standard Service Groupings	***Maintenance and Repair/Provisioning*** Trunks ➢ Local Interconnection Trunks Georgraphic Scope ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g., Metropolitan Service Area – MSA) **Local Interconnection Trunk Group Blockage** ➢ BST CTTG Trunk Groups ➢ CLEC Trunk Groups
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 TAFI - *Note TAFI Access the system list below: ➢ CRIS ➢ DLR ➢ LMOSupd ➢ March ➢ Predictor ➢ Oleth ➢ LMOS ➢ LNP ➢ NIW ➢ OSPCM ➢ SOCS
Report Levels	➢ CLEC RESH ➢ CLEC MSA ➢ CLEC State ➢ CLEC Region ➢ Aggregate CLEC State ➢ Aggregate CLEC Region ➢ BST MSA ➢ BST State ➢ BST Region

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

BellSouth
Service Quality Measurements Plan

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.
	ALEC	Alternative Local Exchange Company = FL CLEC
	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
	CLP	Competitive Local Provider = NC CLEC
	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
	DSL	Digital Subscriber Line
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
	IPC	Interconnection Purchasing Center
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	VSEEM	Voluntary Self Effectuating Enforcement Mechanism
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 certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 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 CLEC or 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 CLEC(s) 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.

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Pre-Ordering	Percent Response Received within "X" seconds	Parity w/ retail where applicable		
	OSS Interface Availability			99.5%
Ordering	**Percent Rejected Service Request** • Residence • Business • UNE			 90% 80% 80%
	Percent Rejected Service Request	Diagnostic		Diagnostic
	Reject Interval (Mechanized)			95% within 1 hrs.
	• Reject Interval (Non-Mechanized and Partially Mechanized)			85% < 48 hrs.
	Firm Order Confirmation Timeliness (Mechanized) (Non-Mechanized & Partially Mechanized)			95% within 4 hrs. 85% < 48 hrs.
	Speed of Answer in Ordering Center	X	X	
Provisioning	**Mean Held Order Interval**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Design		Retail Design	
	• UNE Non Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Provisioning	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP - Design		Retail Residence and Business	
	• UNE 2w Loop without NP - Design		Retail Residence and Business	
	• UNE Loop Other with NP – Design		Retail Design	
	• UNE Loop Other without NP – Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Jeopardy Notice Interval (Mechanized)			
	• Resale Residence			95% > = 24 hrs.
	• Resale Business			95% > = 24 hrs.
	• Resale Design			95% > = 24 hrs.
	• Resale PBX			95% > = 24 hrs.
	• Resale Centrex			95% > = 24 hrs.
	• Resale ISDN			95% > = 24 hrs.
	• UNE Design			95% > = 24 hrs.
	• UNE Non-Design			95% > = 24 hrs.
	• UNE Loop and Port Combos			95% > = 24 hrs.
	• UNE 2w Loop with NP – Non-Design			95% > = 24 hrs.
	• UNE 2w Loop without NP – Non-Design			95% > = 24 hrs.
	• UNE Loop Other with NP Non-Design			95% > = 24 hrs.
	• UNE Loop Other without NP Non-Design			95% > = 24 hrs.
	• UNE Other Non-Design			95% > = 24 hrs.
	• UNE 2w Loop with NP – Design			95% > = 24 hrs.
	• UNE 2w Loop without NP – Design			95% > = 24 hrs.
	• UNE Loop Other with NP – Design			95% > = 24 hrs.
	• UNE Loop Other without NP – Design			95% > = 24 hrs.
	• UNE Other Design			95% > = 24 hrs.
	• Local Interconnection Trunks			95% > = 24 hrs.

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Provisioning	**% of Orders given jeopardy notice (Mechanized)**			
	◆ Resale Residence	X		
	◆ Resale Business	X		
	◆ Resale Design	X		
	◆ Resale PBX	X		
	◆ Resale Centrex	X		
	◆ Resale ISDN	X		
	◆ UNE Loop and Port Combos		Retail Residence and Business	
	◆ UNE Design		Retail Design	
	◆ UNE Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	◆ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	◆ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	◆ UNE Other Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop with NP - Design		Retail Residence and Business	
	◆ UNE 2w Loop without NP - Design		Retail Residence and Business	
	◆ UNE Loop Other with NP - Design		Retail Design	
	◆ UNE Loop Other without NP - Design		Retail Design	
	◆ UNE Other Design		Retail Design	
	◆ Interconnection Trunks	X		
	Percent Missed Installation Appointments			
	◆ Resale Residence	X		
	◆ Resale Business	X		
	◆ Resale Design	X		
	◆ Resale PBX	X		
	◆ Resale Centrex	X		
	◆ Resale ISDN	X		
	◆ UNE Loop and Port Combos		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Provisioning	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Design		Retail Residence and Business	
	• UNE 2w Loop without NP - Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Design	
	• UNE Loop Other without NP Non-Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Order Completion Interval			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Provisioning	• UNE 2w Loop with NP - Design		Retail Residence and Business	
	• UNE 2w Loop without NP - Design		Retail Residence and Business	
	• UNE Loop Other with NP - Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Average Completion Notice Interval – Resale POTS (Mech)			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP - Design		Retail Residence and Business	
	• UNE 2w Loop without NP - Design		Retail Residence and Business	
	• UNE Loop Other with NP - Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Provisioning	**Percent Provisioning Troubles within 30 Days**			
	◆ Resale Residence	X		
	◆ Resale Business	X		
	◆ Resale Design	X		
	◆ Resale PBX	X		
	◆ Resale Centrex	X		
	◆ Resale ISDN	X		
	◆ UNE Loop and Port Combos		Retail Residence and Business	
	◆ UNE Design		Retail Design	
	◆ UNE Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	◆ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	◆ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	◆ UNE Other Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop with NP - Design		Retail Residence and Business	
	◆ UNE 2w Loop without NP - Design		Retail Residence and Business	
	◆ UNE Loop Other with NP - Design		Retail Design	
	◆ UNE Loop Other without NP - Design		Retail Design	
	◆ UNE Other Design		Retail Design	
	◆ Local Interconnection Trunks	X		
	Total Service Order Cycle Time	Diagnostic	Diagnostic	Diagnostic
Maintenance	◆ Resale Residence	X		
	◆ Resale Business	X		
	◆ Resale Design	X		
	◆ Resale PBX	X		
	◆ Resale Centrex	X		
	◆ Resale ISDN	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Maintenance	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	• UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	• UNE Loop Other with NP Non-Design		Retail Residence and Business	
	• UNE Loop Other without NP Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop with NP - Design		Retail Residence and Business	
	• UNE 2w Loop without NP - Design		Retail Residence and Business	
	• UNE Loop Other with NP - Design		Retail Design	
	• UNE Loop Other without NP - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Total Service Order Cycle Time	Diagnostic	Diagnostic	Diagnostic
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop - Design		Retail Residence and Business	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
	• UNE Loop Other - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
Maintenance	**Percent Missed Repair Appointments**			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop - Design		Retail Residence and Business	
	• UNE Loop Other - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Maintenance Average Duration			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Design		Retail Design	

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
	• UNE Non-Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop - Design		Retail Residence and Business	
	• UNE Loop Other - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Percent Repeat Troubles within 30 Days			
	• Resale Residence	X		
	• Resale Business	X		
	• Resale Design	X		
	• Resale PBX	X		
	• Resale Centrex	X		
	• Resale ISDN	X		
	• UNE Design		Retail Design	
	• UNE Non-Design		Retail Residence and Business	
	• UNE Loop and Port Combos		Retail Residence and Business	
	• UNE 2w Loop – Non-Design		Retail Residence and Business	
	• UNE Loop Other - Non-Design		Retail Residence and Business	
	• UNE Other Non-Design		Retail Residence and Business	
	• UNE 2w Loop - Design		Retail Residence and Business	
	• UNE Loop Other - Design		Retail Design	
	• UNE Other Design		Retail Design	
	• Local Interconnection Trunks	X		
	Out of Service > 24 hours			
	• Resale Residence	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
	◆ Resale Business	X		
	◆ Resale Design	X		
	◆ Resale PBX	X		
	◆ Resale Centrex	X		
	◆ Resale ISDN	X		
	◆ UNE Design		Retail Design	
	◆ UNE Non-Design		Retail Residence and Business	
	◆ UNE Loop and Port Combos		Retail Residence and Business	
	◆ UNE 2w Loop – Non-Design		Retail Residence and Business	
	◆ UNE Loop Other - Non-Design		Retail Residence and Business	
	◆ UNE Other Non-Design		Retail Residence and Business	
	◆ UNE 2w Loop - Design		Retail Residence and Business	
	◆ UNE Loop Other - Design		Retail Design	
	◆ UNE Other Design		Retail Design	
	◆ Local Interconnection Trunks	X		
	OSS Interface Availability			
	◆ All systems except ECTA	X		
	◆ ECTA			99.5%
	OSS Response Interval and %			
	◆ TAFI (Front End) ◆ CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)	X PBD		
	Average Answer Time – Repair Center	X		
Billing	**Invoice Accuracy**			
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Billing	Invoice Accuracy - continued			
	Mean Time to Deliver Usage	X		
Operator Services (Toll)	Average Speed to Answer	PBD		
	% Answered in "X" Seconds	PBD		
Directory Assistance	Average Speed to Answer	PBD		
E911	Timeliness	PBD		
	Accuracy	PBD		
	Mean Interval	PBD		
Trunk Group Performance (Blockage)	Trunk Group Service Report (Percent Trunk Blockage) Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BST.	X		
	Trunk Group Service Report (Percent Trunk Blockage)	X		
LNP	Average Disconnect Timeliness Interval			95% ≤ 24 Hrs.
	Percent Missed Installation Appointments		Retail Residence and Business	
	FOC Mechanized			95% ≤ 4 Hrs.
	% Reject Service Request		Diagnostic	
	Average Reject Interval Mechanized			95% ≤ 1 Hrs.
	TSOCT		Diagnostic	
	% Flow Through			80%

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
Customer Coordinated Conversions	**Coordinated Customer Conversions – UNE Loop** Coordinated Customer Conversions – LNP			95% ≤ 15 mins. 95% ≤ 15 mins.
Collocation+	% of Due Dates Missed			< 10% Missed Due Dates
	Average Response Time (Business Days)			30 Days
+A contract with each CLEC required	**Average Arrangement Time** (Business Days) Ordinary Extraordinary			90 Days 130 Days

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note 2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note 3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF W. KEITH MILNER

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00948

JULY 18, 2000

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

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present role since February 1996, and have been involved with the management of certain issues related to local interconnection, resale, and unbundling.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 30 years and includes responsibilities in the areas of network planning, engineering, training, administration, and operations. I have held positions of responsibility with a local exchange telephone company, a long distance company, and a research and development company. I have extensive experience in all phases of telecommunications network planning, deployment, and operations (including research and development) in both the domestic and

international arenas.

I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in 1970, with an Associate of Applied Science in Business Administration degree. I later graduated from Georgia State University in 1992 with a Master of Business Administration degree.

Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC SERVICE COMMISSION, AND IF SO, BRIEFLY DESCRIBE THE SUBJECT OF YOUR TESTIMONY?

A. I have previously testified before the state public service commissions in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, the Tennessee Regulatory Authority, and the Utilities Commission in North Carolina on the issues of technical capabilities of the switching and facilities network regarding the introduction of new service offerings, expanded calling areas, unbundling, and network interconnection.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED TODAY?

A. In my testimony, I will address the technical aspects of certain network-related issues raised in the Interconnection Agreement negotiations between BellSouth and Intermedia Communications, Inc. (Intermedia)

Specifically, I will address issues 6, 10, 29, and 30.

Issue 6: Are BellSouth's proposed collocation intervals appropriate and should they be measured in business days?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth believes its proposed collocation intervals of 30 business days to respond to a bona fide collocation request and then 90 business days to complete the work under normal conditions and 130 business days to complete the work under extraordinary conditions are reasonable and nondiscriminatory.

Q. WHAT IS BELLSOUTH'S POSITION ON WHETHER 30 BUSINESS DAYS IS AN APPROPRIATE INTERVALS WITHIN WHICH TO RESPOND TO A BONAFIDE COLLOCATION REQUEST?

A. BellSouth believes that 30 business days is a reasonable time frame within which to respond to a Competing Local Exchange Carrier's ("CLEC's") request and to advise a CLEC of the availability of collocation space in a specific office and what the cost will be. However, within this 30 business day time frame, BellSouth advises CLEC's within 10 business days if space will be available.

Q. HAS THE FEDERAL COMMUNICATIONS COMMISSION ("FCC") DEALT WITH THIS ISSUE?

A. Yes. The FCC's First Report and Order and Further Notice of Proposed Rulemaking CC Docket 98-147, ¶ 55, adopted March 18, 1999, states: "We view ten days as a reasonable time period within which to inform a new entrant whether its collocation application is accepted or denied." Furthermore, BellSouth provides a complete application response, including price quotes, within 30 business days. As stated earlier in my testimony, BellSouth believes that the use of business days is appropriate in calculating these intervals.

Q. WHAT FACTORS MUST BE CONSIDERED IN DEVELOPING A REPLY TO A COLLOCATION REQUEST?

A. There are numerous factors to be considered which fall into four (4) broad categories:

First, the existing building configuration is considered. This entails consideration of the existing building configuration, location of doors, hallways, stairs, lounges, air handling equipment, the building outline and the physical capacity of the structure.

Second, space usage and forecasted demand is considered. There are several steps in this review of the facility. These steps identify the amount

of building space available for collocation. Space is categorized, and then used space, occupied space, or reserved space is removed from consideration. Space available for collocation is then determined.

Third, building code and regulatory requirements are considered. There are building codes at national, state, and local levels that affect space allocations. For example, the National Fire Protection Act provides minimum requirements, with due regard to function, for the design, operation, and maintenance of buildings and structures for safety to life from fire and similar emergencies. The Standard Building Code defines types and methods of construction for various functions to protect the occupants of the structure. Counties and municipalities often adopt the National Fire Protection Act and Standard Building Code, and may add new regulations, restrictions, and interpretations to these national codes.

Fourth, BellSouth design practices act as another set of codes specifying space allocations that meet the safety needs for employees and vendors, as well as customer service needs provided by the building and its occupants. These practices detail maximum equipment line-up length, travel distances to exits, front and rear equipment aisle widths, and the size of various support components (such as air conditioning, house service panels, ductwork, conduit, ceiling rack heights, size and number of toilet facilities, lounges, storerooms, etc.). These practices also dictate the separation distances necessary to prevent service outages caused by grounding violations. These grounding violations are usually caused by

people being able to work on one type of equipment and inadvertently touching another type. The solution is to separate the equipment by the type of grounding path required. This is referred to as integrated and isolated ground plane separation.

Finally, when a collocation request has been determined to be feasible after all the above factors have been considered, the specific request must be further reviewed by BellSouth's cost analysts so that a price for providing the desired space may be quoted to the CLEC.

Q. WHAT DOES BELLSOUTH BELIEVE TO BE APPROPRIATE INTERVALS FOR PROVISIONING PHYSICAL COLLOCATION ARRANGEMENTS?

A. The Tennessee Regulatory Authority should affirm that BellSouth will commit to complete its construction and provisioning activities as quickly as possible but, at a maximum, within the intervals specified in BellSouth's standard collocation agreement, specifically 90 business days under normal conditions or 130 business days under extraordinary conditions.

Q. IS BELLSOUTH REQUIRED BY THE FCC'S RECENT ADVANCED SERVICES ORDER TO MAKE CAGELESS COLLOCATION AVAILABLE WITHIN A SPECIFIED NUMBER OF DAYS AFTER A COMPLETE APPLICATION IS FILED?

A. No. BellSouth is not required by the FCC's Advanced Services Order to provide cageless collocation within fixed intervals. In fact, in paragraph 54 of the Order, the FCC states, "[w]e do not adopt specific provisioning intervals at this time. We have adopted several new collocation rules in this Order, and we do not yet have sufficient experience with the implementation of these new collocation arrangements to suggest time frames for provisioning." (¶ 54 First Report and Order and Further Notice of Proposed Rulemaking, CC Docket 98-147)

Q. WHY SHOULD BELLSOUTH NOT BE REQUIRED TO MAKE CAGELESS COLLOCATION AVAILABLE WITHIN A FIXED INTERVAL AFTER INTERMEDIA'S SUBMISSION OF A BONA FIDE FIRM ORDER?

A. BellSouth's provisioning interval is not controlled by the time required to construct an arrangement enclosure. When BellSouth has performed the construction of an arrangement enclosure, the activities required to design and construct the enclosure were a relatively minor portion, and certainly not the controlling factor, in the provisioning interval for collocation. Included in the overall provisioning interval is the time required to complete the space conditioning, add to or upgrade the heating, ventilation, and air conditioning system for that area, add to or upgrade the power plant capacity and power distribution mechanism, and build out network infrastructure components such as the number of cross-connects requested. When the construction of an arrangement enclosure is not required or is not performed by BellSouth, all other collocation area and

network infrastructure work must still take place. The absence of enclosure construction has little, if any, bearing on the overall provisioning interval because the construction of the enclosure is done in parallel with required activities. BellSouth commits to complete its construction and provisioning activities as quickly as possible but, at a maximum, within 90 business days under normal conditions or 130 business days under extraordinary conditions. Because space preparation and network infrastructure work must be completed regardless of the type of arrangement selected (that is, enclosed or unenclosed), BellSouth's provisioning intervals of 90 business days under normal conditions or 130 business days under extraordinary conditions are appropriately applied to either enclosed (caged) or unenclosed (cageless) physical collocation.

Q. DO YOU BELIEVE THAT THE PROVISIONING INTERVAL FOR CAGELESS COLLOCATION SHOULD BE SHORTER THAN FOR ENCLOSED OR "CAGED" COLLOCATION?

A. No. As I stated earlier, BellSouth's provisioning interval is not controlled by the time required to construct an arrangement enclosure. Other critical activities must be performed to provide for a collocation arrangement, regardless of whether that arrangement is enclosed or unenclosed. These activities include providing upgrades to power capacity and supply, heating, ventilation, and air conditioning ("HVAC"), as well as the cable racking and cross-connect capacity required to serve the collocation space.

Q. SHOULD THE PROVISIONING INTERVAL FOR CAGELESS COLLOCATION BE SHORTER THAN THAT FOR VIRTUAL COLLOCATION?

A. No. First, BellSouth has been proactive in its assessment of available central office space to accommodate cageless collocation and has offered the option of unenclosed (cageless) physical collocation common areas with no minimum space requirement since 1996. Because BellSouth has not processed requests for collocation in every municipality within its region, BellSouth can not predict with certainty what conditions, if any, the local code officials will place on the provisioning of cageless physical collocation space. However, BellSouth has proactively worked with local code officials throughout its region to overcome building code restrictions regarding the construction of physical collocation space.

Q. ARE THERE ANY ADMINISTRATIVE TASKS THAT COULD BE ELIMINATED FOR CAGELESS COLLOCATION WHICH WOULD PERMIT A SHORTER INTERVAL FOR CAGELESS COLLOCATION THAN FOR VIRTUAL COLLOCATION?

A. No. BellSouth executes a virtual collocation equipment lease agreement with CLECs. This lease agreement is executed with the CLEC after BellSouth has made the virtual collocation space available, and the CLEC's BellSouth-certified vendor has then satisfactorily completed the

installation of the CLEC's collocated equipment. BellSouth's provisioning intervals include the time required to make the space available to a virtual collocator, and not the time required to complete the administrative tasks associated with closing out a project. Since this administrative activity is not included in the provisioning interval for virtual collocation, it has no bearing on the length of the provisioning interval.

Q. WHAT IS BELLSOUTH'S POSITION ON WHETHER THE INTERVALS SHOULD BE COUNTED IN BUSINESS DAYS OR CALENDAR DAYS?

A. BellSouth believes that business days are the appropriate means of calculating provisioning intervals. This language is reflected in BellSouth's standard interconnection agreement: "BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order." [emphasis added]

Q. WHAT BUSINESS CONDITIONS FORM THE BASIS OF BELLSOUTH'S POSITION?

A. Much of the work involved in provisioning collocation space is performed by BellSouth employees and by contractors such as architects, builders, and skilled craftsmen who typically work during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Additionally,

governmental personnel involved in the permitting process generally work similar hours. Therefore, BellSouth believes any calculation for provisioning intervals should reflect those conditions.

Issue 10: What should BellSouth's policies be regarding conversion of virtual to physical collocation?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth believes its policies regarding conversion of virtual to physical collocation are reasonable and nondiscriminatory. The terms and conditions that should apply for converting virtual to physical collocation should be consistent with the terms and conditions of the assessment and provisioning of physical collocation. These terms and conditions are negotiated between the carriers and are found in the collocation agreement between the carriers. An application for a conversion of virtual to physical collocation should be evaluated just as an application for physical collocation would. Requests for in-place conversions (that is, conversions that do not require the relocation of the collocator's equipment) should be evaluated on an individual case basis, and a set of criteria used to ensure consistency in evaluation.

BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the collocator's equipment in the virtual arrangement where there are no

extenuating circumstances or technical reasons that would cause the arrangement to be a safety hazard within the premises or otherwise not be in conformance with the terms and conditions of the collocation agreement. Further, "in place" conversions are allowed when (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

A collocator always has the option to request to convert the services on an existing virtual collocation arrangement to a new physical collocation arrangement. If the collocator should desire such a request, the collocator should be responsible for any costs incurred.

Q. WHY DOES BELLSOUTH TREAT A REQUEST FOR A CONVERSION IN THE SAME MANNER IT TREATS A REQUEST FOR PHYSICAL COLLOCATION?

A. Virtual collocation and physical collocation are two different service offerings. While a collocating carrier has direct access to its physical collocation equipment on a twenty-four hour a day, seven-day a week basis, access to virtual collocation is restricted to limited inspection visits only. Since BellSouth leases virtual collocation equipment from the collocator and assumes the maintenance and repair responsibility at the direction of the collocator, virtual collocation arrangements are often placed within the BellSouth equipment line-up. The conversion of an existing virtual collocation arrangement to a physical collocation arrangement may necessitate either the relocation of the virtual collocation equipment to the space designated for the new physical collocation arrangement or the placement of new equipment in the physical collocation space and the decommissioning of the old virtual collocation arrangement, if the conditions I named earlier cannot be met.

This conversion process gives BellSouth the ability to manage its space in the most efficient manner possible. BellSouth must separately review its ability to provide physical collocation and assess the support components necessary for the particular arrangement (e.g., space allocation based on HVAC, power feeder and distribution, grounding, cable racking). In performing such a review, BellSouth incurs costs. BellSouth recovers these costs through the assessment of a physical collocation Application Fee. Furthermore, BellSouth is obligated by the Telecommunications Act of 1996 to treat requesting collocators in a non-discriminatory manner. Each request for a physical collocation arrangement is handled in the

same non-discriminatory manner, whether it is a physical collocation request or a request for a conversion from virtual to physical collocation. Therefore, a collocator who previously had virtual collocated equipment within an office follows the same process to obtain physical collocation as a collocator that did not previously have virtual collocation within that office.

Q. ARE THE RESULTS OF OTHER STATE COMMISSION'S CONSIDERATION OF THIS ISSUE AVAILABLE?

A. Yes. The Georgia Public Service Commission (GPSC) heard this issue in Docket No. 11644-U. In that docket, the GPSC staff offered the following analysis on page 3 of its staff recommendation:

> "The Staff recommends that virtual collocation may be converted to 'in place' physical collocation according to the following criteria: 1) that there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) that the conversion of the virtual collocation arrangement would not cause the equipment or the results of that conversion to be located in the space that BellSouth has reserved for its own future needs; and 3) that due to the location of the location of the virtual collocation arrangement the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities; (4) any changes to the arrangement can

be accommodated by existing power, HVAC and other requirements; ...."

This recommendation was approved by the GPSC on July 5, 2000.

Issue 29: In the event Intermedia chooses multiple tandem access ("MTA"), must Intermedia establish points of interconnection at all BellSouth access tandems where Intermedia's NXX's are "homed"?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. If Intermedia elects BellSouth's MTA offer, Intermedia must designate for each of Intermedia's switches the BellSouth tandem at which BellSouth will receive traffic originated by Intermedia's end user customers. The MTA option obviates the need for the CLEC to establish interconnecting trunking at access tandems where the CLEC has no NPA/NXX codes homing. NPA/NXX code homing arrangements are published in the Local Exchange Routing Guide (LERG) so that all telecommunications companies in the industry will know where in the network to send calls to the designated NPA/NXX code and where in the network calls from the designated NPA/NXX code will originate. The CLEC must interconnect where its NPA/NXX codes home. In order for BellSouth to deliver terminating IXC switched access traffic to the Intermedia switch serving those Intermedia NPA/NXXs, Intermedia and BellSouth must establish a trunk group between that BellSouth access tandem switch and

Intermedia's switch. This is normal NPA/NXX homing and network traffic routing practice within the industry.

BellSouth does not attempt to limit Intermedia's flexibility regarding the design or operation of its network, but BellSouth and all other telecommunications service providers must know where Intermedia's NPA/NXX codes are homed in order that required translations and routing instruction can be installed to ensure the correct handling of calls to and from Intermedia's end user customers.

Q. ARE THE RESULTS OF OTHER STATE COMMISSION'S CONSIDERATION OF THIS ISSUE AVAILABLE?

B. Yes. The staff recommendations of both the Florida Public Service Commission (FPSC) and the Georgia Public Service Commission (GPSC) are available. The FPSC heard this issue in Docket No. 9911854-TP. In that docket, the FPSC staff offered the following analysis on page 60 of its staff recommendation:

> "While staff agrees that Intermedia should have the freedom to configure its network in the most efficient manner, there remains the concern of interconnecting with other carriers' networks in an efficient manner as well. Industry standards are established to create certain efficiencies, which enable cooperation between companies that must interconnect their networks and exchange

traffic. While BellSouth's MTA offer obviates the need for an CLEC to interconnect at every access tandem within a calling area, it does not necessarily obviate the need to interconnect at access tandems to which they choose to home their NPA/NXX codes."

Further on that same page, the staff continues:

> "Staff agrees that Intermedia can configure its network in the most efficient manner; however, there are interconnection concerns that should affect the manner in which Intermedia chooses to configure its network. Staff believes there are certain industry standards that must be adhered to in order to enable interconnection in the most efficient manner possible. The information Intermedia places in the LERG establishes routing instructions that enable other carriers to handle calls to and from Intermedia's NPA/NXXs correctly. Intermedia chooses the access tandem to which its NPA/NXXs are to be routed (homed), and staff believes the evidence supports that it is reasonable to require Intermedia to interconnect at that access tandem. Intermedia has presented no evidence that demonstrates this to be unreasonable."

The GPSC heard this issue in Docket No. 1164-U. On page 6 of its recommendation, which was approved without change by the Commission on July 5, 2000, the staff stated:

"The Staff would recommend that the Commission require Intermedia to interconnect with BellSouth's network at each access tandem where its NPA/NXX codes home.."

Issue 30: Should Intermedia be required to: (a) designate a "home" local tandem for each assigned NPA/NXX; and (b) establish points of interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXXs homed?

Q. WHAT IS LOCAL TANDEM INTERCONNECTION?

A. Interconnection with a BellSouth local tandem allows an CLEC to terminate its local traffic to end offices within a local calling area rather than the CLEC interconnecting its switch(es) directly with each end office within that local calling area. CLECs may also interconnect with BellSouth and other service providers via BellSouth's access tandems to exchange local traffic.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Intermedia may interconnect its network to BellSouth's network at one or more access tandems in the LATA for delivery and receipt of its access traffic. However, Intermedia must interconnect at each access tandem where its NPA/NXX codes are homed. Telecommunications service providers inform all other telecommunications service providers where

traffic for a given NPA/NXX code should be delivered for completion of calls. Telecommunications service providers then build translations and routing instructions based on that information to ensure the proper handling of calls.

BellSouth's local tandems were created for efficient tandem switching of local traffic served by those local tandems. By interconnecting to a BellSouth local tandem, Intermedia may deliver its originated local traffic to BellSouth end offices (and third party end offices) subtending that BellSouth local tandem. If more than one BellSouth local tandem serves a particular BellSouth local calling area, and Intermedia elects to interconnect at BellSouth's local tandem(s) for Intermedia's local traffic, Intermedia must establish one or more of the BellSouth local tandems as a home local tandem for its NPA/NXXs and establish interconnection to the BellSouth local tandem(s) on which Intermedia homed its NPA/NXXs. Once again, this is normal network homing and routing practice necessary for BellSouth and third parties to know how to deliver traffic to Intermedia in the most efficient means possible. Obviously, if telecommunications service providers do not know where Intermedia's NPA/NXX codes are homed, then it is impossible for proper translations and routing instructions to be created and implemented. As a result, calls to and from Intermedia's end user customers cannot be completed.

As I have previously stated, in order for all entities in the telecommunications industry to be able to configure their networks for

delivery and receipt of calls, a "homing" arrangement for every NPA/NXX code in the network is required. Further, requirements for the treatment of exchange access traffic have already been developed and have long been in place.

Q. ARE THE RESULTS OF OTHER STATE COMMISSION'S CONSIDERATION OF THIS ISSUE AVAILABLE?

C. Yes. The staff recommendations of both the FPSC and the GPSC are available. The FPSC heard this issue in Docket No. 9911854-TP. In that docket, the FPSC staff offered the following points in its analysis of this issue on pages 65-66 of its staff recommendation:

> "Staff does not agree with Intermedia that BellSouth's proposed agreement language defining 'local tandem interconnection' is unduly restrictive."
>
> "While staff agrees with Intermedia that the Telecommunications Act of 1996 requires BellSouth to allow interconnection 'at any technically feasible point with the carrier's network,' staff notes that there are minimum requirements of interconnection created by the telecommunications industry. Staff believe that BellSouth's agreement language outlines these minimum requirements."
>
> "Staff notes that the LERG contains the routing information from

RDBS, and current network configuration. Staff is persuaded that Intermedia should be required to designate a 'home' local tandem for each assigned NPA/NXX."

"Therefore, staff is persuaded that Intermedia should be required to establish a point of interconnection to each of BellSouth's local and switched access tandems within the LATA to which Intermedia has NPA/NXXs homed."

The GPSC heard this issue in Docket No. 11644-U. In that docket the staff made the following statement on page 6 of its recommendation, which was approved without change by the GPSC on July 5, 2000:

"The Staff would recommend that the Commission require Intermedia to interconnect with BellSouth's network at each access tandem where its NPA/NXX codes home..."

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

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 W. Keith Milner- Senior Director-Interconnection Services, 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. 99-00948 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 21 pages and 0 exhibit(s).

W. Keith Milner

Sworn to and subscribed
before me on July 13, 2000

Linda M. Hobbs
NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires March 17, 2003