BELLSOUTH

BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel
615 214-6301
Fax 615 214-7406

September 5, 2000

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 the rebuttal testimony of the following witnesses on behalf of BellSouth Telecommunications, Inc.:

David A. Coon
Cynthia Cox
W. Keith Milner

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

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

227325

CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

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

Carl Jackson, Senior Director
Intermedia Communications, Inc.
360 Interstate North Parkway, # 500
Atlanta, GA 30339

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

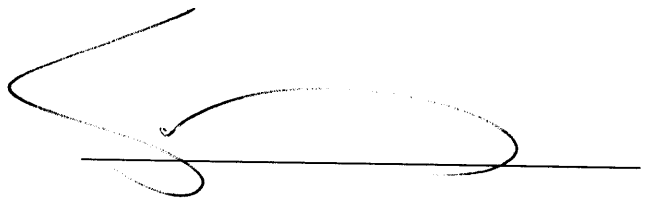
Scott Saperstein
Senior Policy Counsel
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, FL 33619

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

H. LaDon Baltimore, Esquire
Farrar & Bates
211 Seventh Ave. N, # 320
Nashville, TN 37219-1823

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

Enrico C. Soriano, Esquire
Kelley, Drye & Warren
1200 19th St., NW, #500
Washington, DC 20036



BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF W. KEITH MILNER

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00948

SEPTEMBER 5, 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. ARE YOU THE SAME KEITH MILNER WHO PREVIOUSLY FILED DIRECT TESTIMONY IN THIS DOCKET?

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My testimony will rebut portions of the testimony filed by Intermedia Communications, Inc. ("Intermedia") witness J. Carl Jackson, Jr.

Specifically, I will address issues 6, 10, 29, and 30.

Issue 6: Are BellSouth's proposed collocation intervals: (a) appropriate, and (b) should they be measured in business days?

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

A. Counting provisioning intervals in terms of business days is appropriate and is compliant with the FCC's collocation rules.

Q. ON PAGES 29-30 OF HIS TESTIMONY, MR. JACKSON STATES THAT "MEASURING CRITICAL PROVISIONING INTERVALS IN 'BUSINESS DAYS' UNREASONABLY EXTENDS BELLSOUTH'S RESPONSE TIME EVERY STEP OF THE COLLOCATION PROCESS." DO YOU AGREE?

A. No. As I stated in my direct testimony, BellSouth believe 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.]

Much of the work involved in provisioning collocation space is performed by BellSouth's 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. Likewise, since holidays are not considered business days, measuring provisioning intervals in business days yields the most accurate representation of actual work days consumed. Therefore, BellSouth believes any calculations for provisioning intervals should reflect those conditions. Finally, the FCC has not precluded the use of business days; therefore, it is fair to use business days.

Q. DO YOU AGREE WITH MR. JACKSON'S INTERPRETATION OF THE FCC'S MEANING OF THE WORD "DAYS" AS SET FORTH ON PAGE 33 OF HIS TESTIMONY?

A. I do not. The examples of rulings Mr. Jackson cites refer to procedural matters involving companies' interactions with the FCC itself, not rulings involving the operations of companies with their customers or end users. It is well known that the FCC leaves considerable latitude to state regulatory bodies to evaluate and develop service standards such as the one at issue here. Further, as I stated above, the FCC did not preclude the use of business days. Therefore, the Authority is free to make a decision based on the evidence in this docket.

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's policies regarding the conversion of virtual collocation arrangements to physical collocation arrangements are reasonable, nondiscriminatory, and are in compliance with the FCC's collocation rules.

Q. MR. JACKSON, ON PAGE 41 OF HIS TESTIMONY, STATES "BELLSOUTH'S REQUIREMENTS ARE AMBIGUOUS. FOR EXAMPLE, IT IS NOT ENTIRELY CLEAR WHAT WOULD CONSTITUTE 'EXTENUATING' CIRCUMSTANCES. NOR IS IT CLEAR WHAT BELLSOUTH CONSIDERS 'TECHNICAL REASONS'." PLEASE RESPOND.

A. I believe the meaning of the terms to be entirely clear to those familiar with industry terms and the FCC's order in Docket 99-48. "Extenuating" circumstances would include, as an example, whether the BellSouth premises is at or nearing space exhaust. Generally, "technical reasons" refer to conditions that would make the arrangement a safety hazard within the premises or would otherwise not be in conformance with the terms and conditions of the collocation agreement. Therefore, BellSouth considers such technical concerns as the placement of a collocation arrangement including cabling distances, the distances between related equipment, the grouping of equipment into families of equipment, the equipment's electrical grounding requirements, and future growth needs.

BellSouth considers all these technical issues with the overall goal of making the most efficient use of available space to ensure that as many Competitive Local Exchange Carriers ("CLECs") as possible are able to collocate in the space available.

Q. IS BELLSOUTH ABLE TO "CHANGE THE RULES OF THE GAME AS IT SEES FIT" THROUGH ITS INTERPRETATION OF THESE TERMS AS MR. JACKSON STATES ON LINE 19 OF PAGE 41 OF HIS TESTIMONY?

A. No. The interpretation of the terms referred to in the previous question are in general use in the industry and their use and interpretation are subject to review by regulatory bodies such as the Authority.

Q. PLEASE PROVIDE ADDITIONAL COMMENTS ABOUT BELLSOUTH'S APPLICATION OF THE "RULES OF THE GAME" TO WHICH MR. JACKSON REFERS ON PAGE 41 OF HIS TESTIMONY.

A. BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements "in place" (that is, without requiring the relocation of the virtual arrangement) where there are no extenuating circumstances or technical reasons that would make the arrangement a safety hazard within the premises or otherwise not be in conformance with the terms and conditions of the collocation agreement.

Additionally, BellSouth considers the following instances where (1) there is no change in the amount of equipment and no change to the arrangement of the existing equipment, such as re-cabling of the equipment; (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 as granted by the FCC as follows:

> "The incumbent LEC may take reasonable steps to protect its own equipment, such as enclosing the equipment in its own cage..." (FCC 99-48, Paragraph 42)

In addition, BellSouth and the requesting collocator would need to have an agreement that is in compliance with FCC Order 99-48. Other considerations with respect to the placement of a collocation arrangement include cabling distances, the distances between related equipment, the grouping of equipment into families of equipment, the equipment's electrical grounding requirements, and future growth needs.

Notwithstanding the foregoing, if the BellSouth premises is at or nearing space exhaust, BellSouth may, at its option, 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. ON PAGE 42 OF HIS TESTIMONY, MR. JACKSON DISCUSSES "LOCKABLE CABINET DOORS ON EQUIPMENT BAYS." WHAT IS BELLSOUTH'S VIEW OF THE PRACTICALITY OF THIS SUGGESTION?

A. It is not possible to install cabinet doors as Intermedia has suggested. To show why such an approach is neither possible nor practical, I have attached Exhibit WKM-1 to this testimony. Exhibit WKM-1 contains photographs of equipment in virtual collocation arrangements in BellSouth's Alpharetta, Georgia, central office. The photograph on Page 1 of Exhibit WKM-1 shows two adjacent equipment bays. The bay to the left is a CLEC's equipment located in its virtual collocation arrangement. I have intentionally masked the collocator's name, which would otherwise be visible in the top left portion of the photograph. Note that the two adjacent bays of equipment are connected to common uprights and that there is no physical separation between the two bays. Thus, putting walls or any type of separator between the adjacent bays is simply not possible. You will also note that the equipment and its associated wiring are not contained entirely within the "footprint" of the bay itself, so attaching cabinet doors is not possible. Even if attaching cabinet doors were

possible, to provide any real security, both the front and rear of the equipment bay would need to be covered by a door. Moreover, electronic equipment creates heat, and the bays are intentionally not enclosed to allow for proper removal of that heat that would otherwise damage the equipment contained within the bay.

Page 2 of Exhibit WKM-1 shows a different row of equipment that is in the process of being installed. I chose this photograph because it clearly shows the manner in which individual bays are installed at the floor. The base plate at the bottom of the bay allows for electrical wiring to run down the aisle of bays such that electrical convenience outlets may be installed for use by technicians working on the equipment. These convenience outlets allow the technician to use additional lighting or test equipment as needed. One such convenience outlet is visible. Obviously, it is impossible to insert walls or other separators between adjacent bays installed such as is typical in central offices.

Page 3 of Exhibit WKM-1 shows details of how adjacent bays are connected to each other with connector plates screwed into the metal upright supports. Such connector plates are commonly used to secure bays of equipment in place.

To summarize, while I am in no way disparaging the technicians of Intermedia, I believe that together these photographs demonstrate the impracticality of attempting to enclose BellSouth's equipment in order to

provide security from intentional or unintentional damage or disruption by a CLEC's technicians.

Q. WHAT DOES BELLSOUTH WANT THE AUTHORITY TO DO?

A. As I stated earlier, BellSouth believes the Authority should adopt BellSouth's recommended positions on this issue.

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.

Q. ON PAGE 61 OF HIS TESTIMONY, MR. JACKSON STATES THAT "ANY REQUIREMENT THAT INTERMEDIA ESTABLISH A POI AT *EVERY* TANDEM WHERE ITS NNXS ARE HOME WOULD EFFECTIVELY ELIMINATE THE USEFULNESS OF MTA ALTOGETHER. [emphasis in original] PLEASE COMMENT.

A. 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. If a CLEC chooses to market its services throughout an area that is served by multiple access tandems, then the MTA option would not be useful for that CLEC. However, many CLECs focus on very narrow geographic areas, often targeting only one or two large end users in these areas. For such CLECs, the MTA option is highly useful. As discussed in more detail in Issue 30 following, the CLEC must interconnect where its NPA/NXX codes home. The presence or absence of the MTA option does not alter that fact.

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 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. 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. Correspondingly, in order for BellSouth to deliver terminating IXC switched access traffic to the Intermedia switch serving those Intermedia NPA/NXXs, Intermedia must establish a trunk group to that BellSouth access tandem switch. This is normal NPA/NXX homing and network traffic routing practice.

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 of Intermedia's plans in order that required translations and routing instruction be installed to ensure the correct handling of calls to and from Intermedia's end user customers. If the translations and routing instructions are not correct, calls will not be completed properly.

Q. MR. JACKSON STATES ON PAGE 61 OF HIS TESTIMONY THAT "INTERMEDIA DESIRES SIMPLE AND STRAIGHTFORWARD LANGUAGE GUARANTEEING THAT INTERMEDIA CAN INTERCONNECT WHERE IT IS EFFICIENT TO DO SO, AND WITHOUT RESTRICTING THE TYPES OF TRAFFIC INTERMEDIA CAN CARRY OVER THE INTERCONNECTED FACILITIES." PLEASE COMMENT.

A. I agree that the language should be simple and straightforward. It should also be precise and technically correct. The local tandem language BellSouth has proposed is not intended to limit Intermedia's ability to interconnect at BellSouth's local tandems. It is simply necessary to explain the expectations and requirements based on the network design inherent to interconnecting at BellSouth's local tandems. As the name implies, BellSouth's "local" tandems were created for efficient tandem switching of "local" traffic as defined by the BellSouth local calling areas 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, 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. If homing and routing practices are not observed, customers' calls will not be completed.

As I have previously stated, in order for all entities in the telecommunications industry to be able to configure their own network for delivery and receipt of calls, a "homing" arrangement for every NPA/NXX

code in the network is required.

Q. ON PAGE 63 OF HIS TESTIMONY, MR. JACKSON ARGUES THAT BELLSOUTH'S PROPOSED LANGUAGE ON THIS POINT IS "DUBIOUS" MERELY BECAUSE IT WAS NOT INCLUDED IN THE CURRENT BELLSOUTH-INTERMEDIA AGREEMENT. DO YOU AGREE?

A. I do not. If Mr. Jackson's position were correct, then there would be no need to renegotiate at all on any point. Clearly, there are differences between BellSouth and Intermedia on this issue. This entire arbitration process is intended to identify, clarify, and resolve differences such as this so that the parties are positioned to do business for the ensuing contract period with a minimum of disputes over the meaning of contractual terms.

Q. WERE YOU INVOLVED IN THE INTERMEDIA ARBITRATION IN NORTH CAROLINA?

A. Yes.

Q. ARE ISSUE NUMBERS 29 AND 30 IN THIS PROCEEDING THE SAME ISSUES THAT WERE RECENTLY RESOLVED IN INTERMEDIA'S ARBITRATION IN NORTH CAROLINA?

A. Yes.

Q. ARE THERE ANY TECHNICAL DIFFERENCES IN THE ABOVE ISSUES COMPARED TO THE SAME ISSUES THAT WERE RESOLVED IN NORTH CAROLINA?

A. No, none at all.

Q. ARE THERE ANY REASONS WHY THE ABOVE ISSUES SHOULD NOT BE RESOLVED IN THIS PROCEEDING?

A. No, none at all.

Q. WERE YOU INVOLVED IN THE INTERMEDIA ARBITRATIONS IN FLORIDA, GEORGIA, AND LOUISIANA?

A. Yes.

Q. ARE ISSUE NUMBERS 29 AND 30 IN THIS PROCEEDING THE SAME ISSUES IN INTERMEDIA'S ARBITRATIONS IN FLORIDA IN DOCKET NO. 99-1854-TP, IN GEORGIA IN DOCKET NO. 11644-U, AND IN LOUISIANA IN DOCKET NO. U-24709?

A. Yes.

Q. ARE THERE ANY TECHNICAL DIFFERENCES IN THE ABOVE ISSUES

COMPARED TO THE SAME ISSUES THAT WERE CONSIDERED IN THE FLORIDA, GEORGIA, AND LOUISIANA DOCKETS?

A. No, none at all.

Q. WHAT DID THE FLORIDA PUBLIC SERVICE COMMISSION (FPSC) CONCLUDE WITH REGARD TO THESE TWO ISSUES?

A. In its Order No. PSC-00-1519-FOF-TP issued August 22, 2000, the FPSC stated (with regard to the issue which appears as No. 29 in this docket) on page 45:

> "We agree that Intermedia should 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. There are certain industry standards that must be adhered to in order to enable interconnection to occur in the most efficient manner possible. Industry standards are established to create certain efficiencies, which enable cooperation between companies that must interconnect their networks and exchange traffic. 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, or homed. We find that 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. Based on the foregoing, in the event Intermedia chooses MTA, Intermedia shall be required to establish points of interconnection at all BellSouth access tandems where Intermedia's NPA/NXXs are homed."

With regard to the issue that appears as Issue 30 in this docket, the FPSC stated on beginning on page 48:

"We are not persuaded that BellSouth is violating the Telecommunications Act of 1996 by requiring Intermedia to interconnect at a minimum of one tandem in a local calling area for the mutual exchange of traffic. Intermedia presented no evidence that BellSouth precluded Intermedia from interconnecting at additional points in BellSouth's network."

Further on that same point, the FPSC continued on page 49 of its order:

"Based on the foregoing, Intermedia shall be required to designate a "home" local tandem for each assigned NPA/NXX.

"We agree with Intermedia witness Jackson that establishing a POI at each access tandem within a LATA is not necessary.

In order to exchange traffic, however, Intermedia must have trunking to/from those specific locations in the network where traffic is to be exchanged. Access tandems eliminate a carrier's need for direct trunking to/from every location, but they do not eliminate a carrier's obligation to transport its traffic to/from the transfer point. We agree with witness Milner that if there is no physical presence by Intermedia where its NPA/NXXs are homed, there is no physical way to transfer the traffic from BellSouth's network to Intermedia's. Therefore, Intermedia shall 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."

Q. WHAT DID THE GEORGIA PUBLIC SERVICE COMMISSION (GPSC) CONCLUDE WITH REGARD TO THESE TWO ISSUES?

A. In its agenda session on July 5, 2000, the GPSC unanimously approved without change the GPSC staff's recommendation, which basically adopted BellSouth's positions on these issues. The staff's recommendation on the issue that appears as issue 29 in this docket reads as follows:

"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."

With regard to the issue that appears as issue 30 in this docket, the approved staff's recommendation reads as follows:

> "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. WHAT DID THE LOUISIANA PUBLIC SERVICE COMMISSION (LPSC) STAFF'S RECOMMENDATION STATE WITH REGARD TO THESE TWO ISSUES?

A. With regard to the issue that appears as issue 29 in this docket, the LPSC staff's recommendation in Docket No. U-24709 issued August 23, 2000 stated:

> "In general, Intermedia should be entitled to configure its network in the most economical and rational manner. However, if Intermedia wishes to interconnect with BellSouth in a LATA in which BellSouth has located more than one tandem switch, Intermedia must either interconnect at each tandem within the LATA or, in the event that Intermedia determines that interconnection would not result in the most economical and rational network configuration, elect BellSouth's MTA offer."

With regard to the issue that appears as issue 30(a) in this docket, the LPSC staff's recommendation reads as follows:

> "As Staff noted in its Post-Hearing Brief, Intermedia is entitled to configure its network in the most economical and rational manner; however, if the ALJ finds that there are legitimate reasons why BellSouth would incur costs if Intermedia did not designate a "home" tandem for each assigned NPA/NXX, then BellSouth should be able to recover those costs. On further review of the technical evidence provided in this proceeding regarding this issue, Staff asserts that the ALJ should find that permitting Intermedia to refuse to designate a home local tandem for each assigned NPA/NXX would result in unnecessary cost and confusion to other carriers such as BellSouth in trying to determine unilaterally, where such traffic is to be routed.
>
> "Staff notes that the record is void of any economic or rational basis to support Intermedia's desire not to designate a home local tandem for each assigned NPA/NXX. Therefore, Staff asserts that Intermedia must, as BellSouth does, designate a "home" local tandem for each assigned NPA/NXX in order to ensure that carriers in the industry know how to properly route calls to such NPA/NXX. It is Staff's understanding that BellSouth and Intermedia currently provide such information to one another in order to ensure that calls are properly completed."

With regard to the issue that appears as issue 30(b) in this docket, the LPSC staff's recommendation reads as follows:

> "Because of the availability of BellSouth's MTA service (as discussed in response to Issue 29), Staff asserts that Intermedia is not required to establish points of interconnection to all BellSouth access tandems. Intermedia must, however, establish a point of interconnection at each access tandem within the LATA on which Intermedia has NPA/NXXs homed in order to ensure that the traffic to such NPA/NXX is completed.[1]

Q. GIVEN THE RESOLUTION OF THESE ISSUES IN NORTH CAROLINA, THE DECISIONS REACHED BY THE PUBLIC SERVICE COMMISSIONS IN FLORIDA AND GEORGIA, AND THE RECOMMENDATIONS OF THE LOUISIANA PSC'S STAFF, IS THERE ANY REASON WHY THE AUTHORITY SHOULD NOT ALSO ADOPT BELLSOUTH'S POSITIONS?

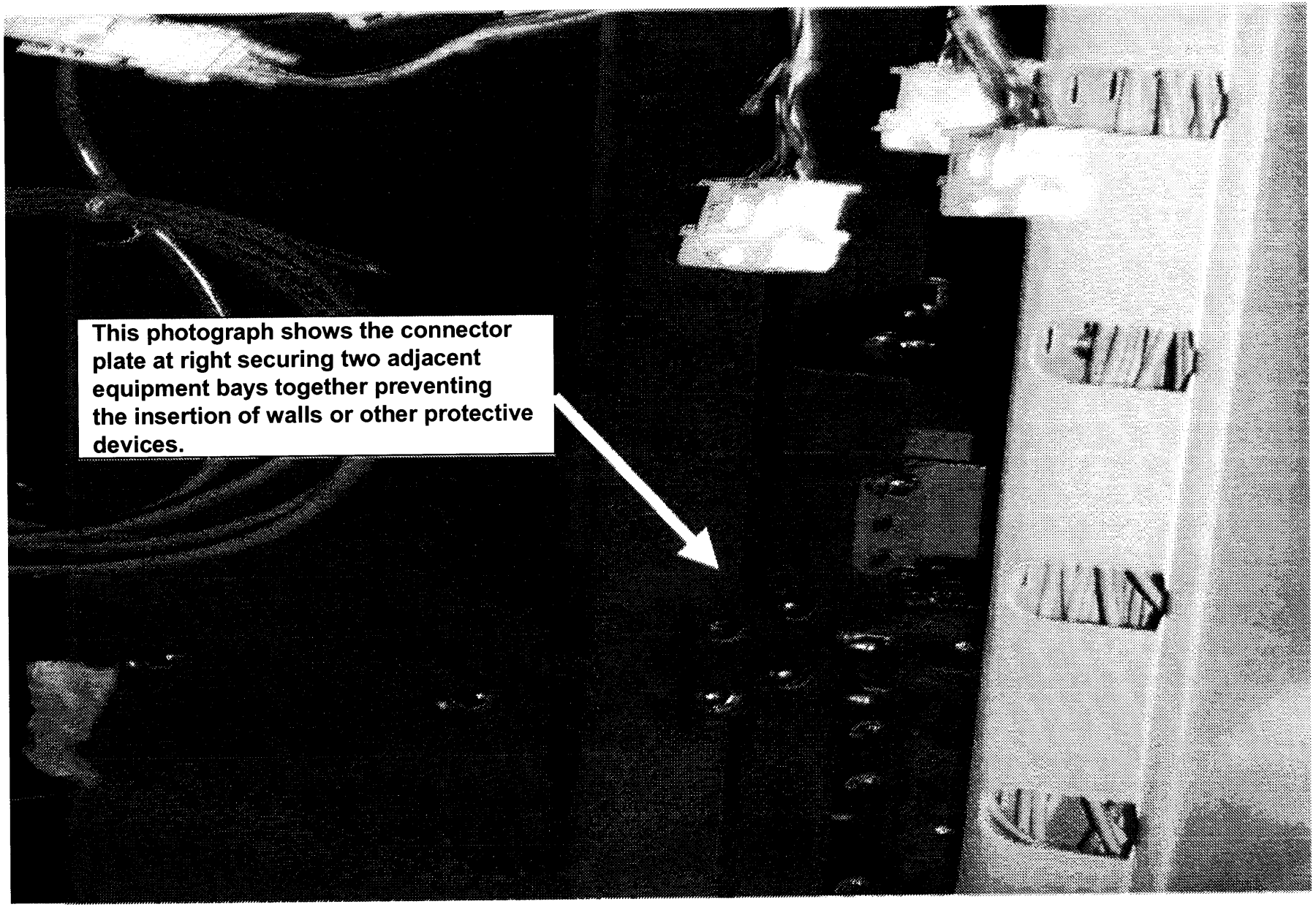
A. No.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

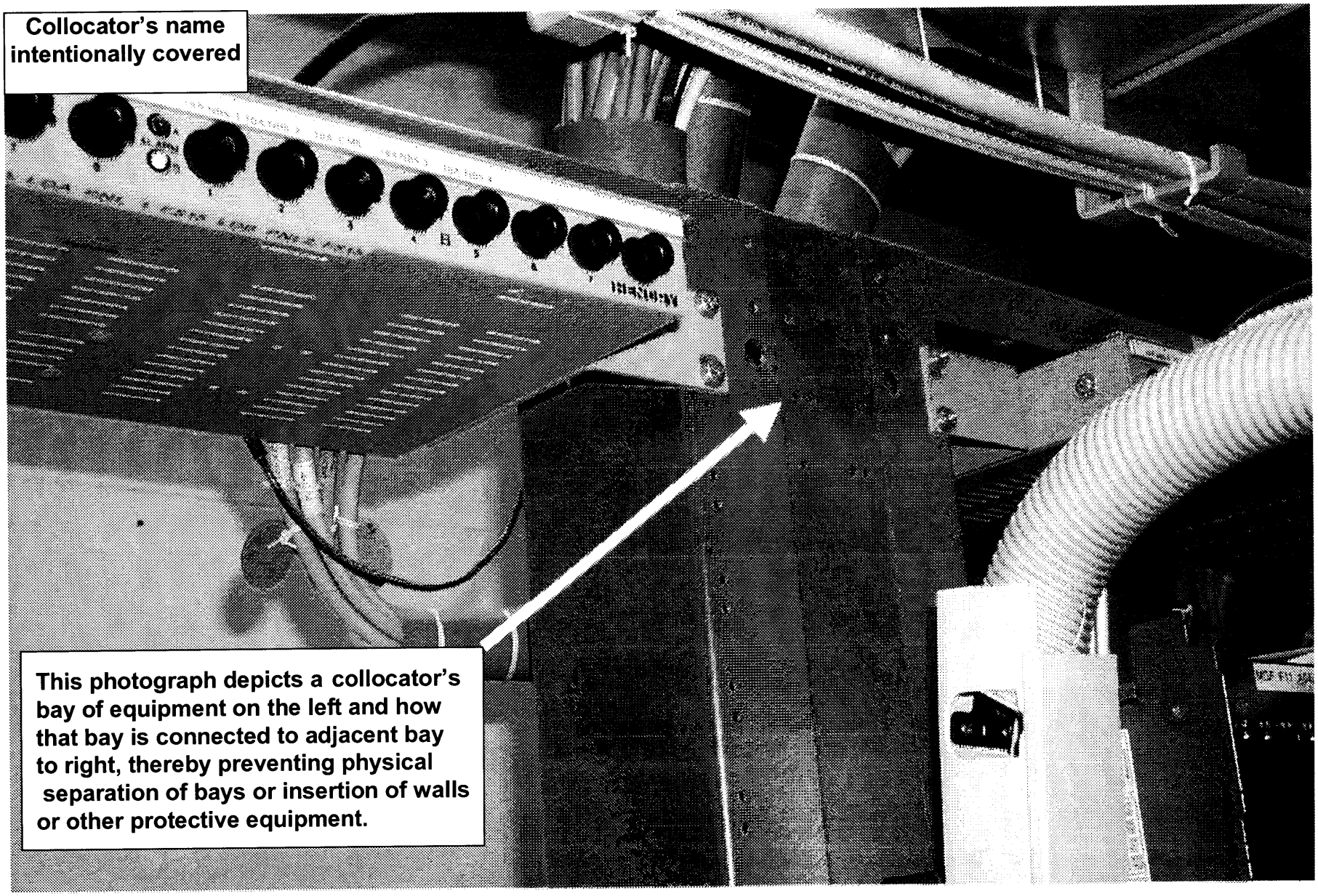
A. Yes.

[1] BellSouth is not obligated to transport Intermedia's traffic any further than the access tandem to which the traffic is homed. Thus, if Intermedia homes an NPA/NXX to a tandem to which it is not interconnected, the call cannot be completed.

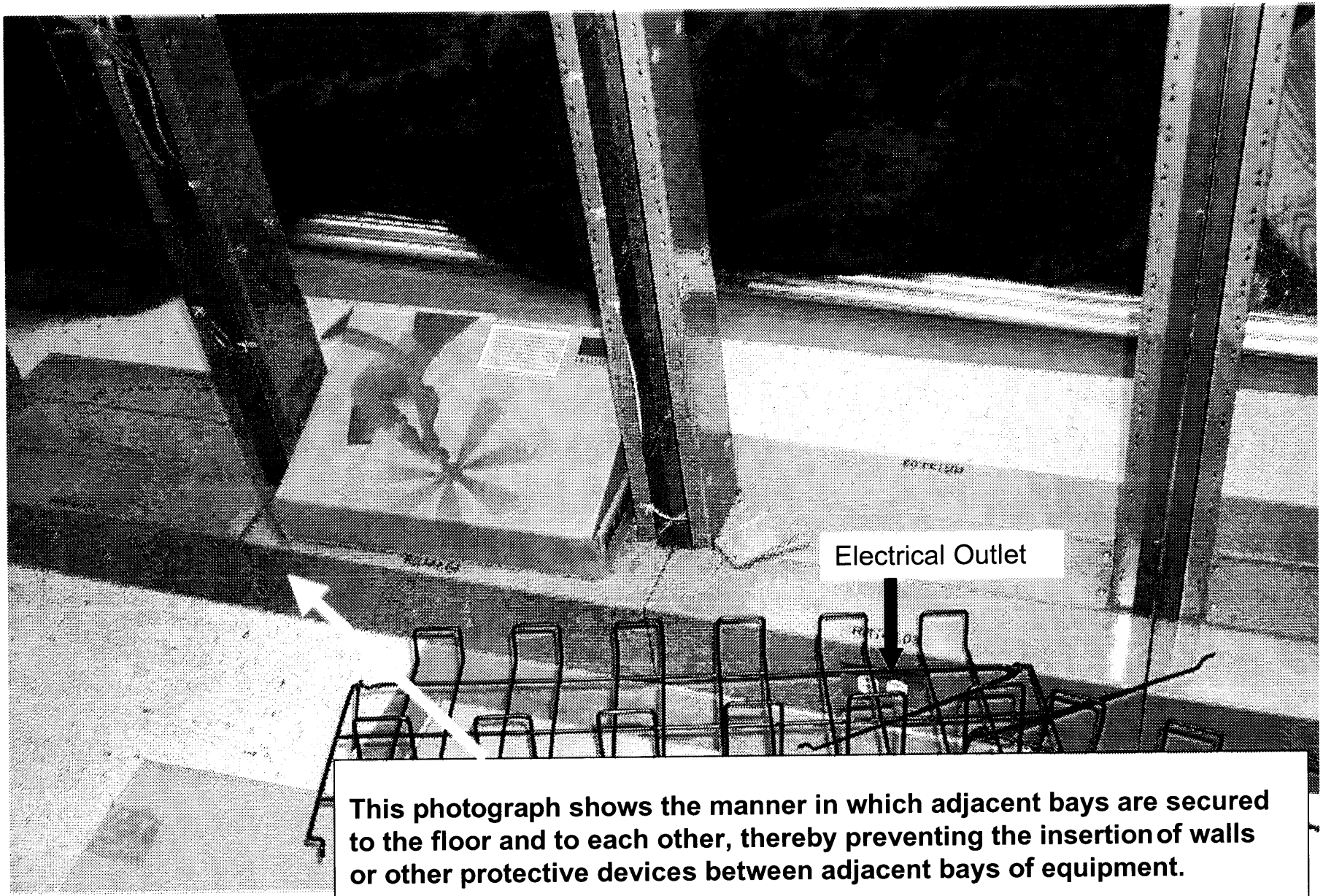
Middle Detail of Collocator's Equipment Bay in BellSouth's Alpharetta Central Office



Top Detail of Collocator's Equipment Bay in BellSouth's Alpharetta Central Office



Bottom Detail of Collocator's Equipment Bay in BellSouth's Alpharetta Central Office



This photograph shows the manner in which adjacent bays are secured to the floor and to each other, thereby preventing the insertion of walls or other protective devices between adjacent bays of equipment.

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF CYNTHIA K. COX

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00948

September 5, 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. ARE YOU THE SAME CYNTHIA COX THAT FILED DIRECT TESTIMONY IN THIS PROCEEDING ON JULY 18, 2000?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to respond to numerous issues as filed in the direct testimony of Mr. Carl Jackson on July 18, 2000, on behalf of Intermedia Communications, Inc. ("Intermedia"). Specifically, I will provide rebuttal testimony on Issues 2(a), 3, 7, 12, 13(a), 18(c), 25, 26, 31, 32, 33, 37, 39 and

clarify its recent decisions in the NEXTLINK, Time Warner and ITC^DeltaCom arbitration cases to specify that payments for ISP-bound traffic will be trued-up on a retroactive basis once the FCC establishes its mechanism.

Indeed, the FCC is currently in the process of re-addressing this specific issue. On June 23, 2000, the FCC issued a Public Notice seeking comments on remand of the Commission's Reciprocal Compensation Declaratory Ruling. Numerous parties filed comments on July 21, 2000, and reply comments were filed on August 4, 2000.

Q. PLEASE EXPLAIN THE IMPORTANCE OF THE AUTHORITY ESTABLISHING A RETROACTIVE TRUE-UP FOR THE PAYMENT OF ISP-BOUND TRAFFIC.

A. There are two reasons why a retroactive true-up mechanism is vital. First, as I just mentioned, the FCC is in the process of addressing this very issue. Second, the amounts of money at issue are substantial.

Over the past twelve months, CLECs in Tennessee have billed BellSouth over $64 million for reciprocal compensation. Of this $64 million, over 89% (more than $57 million[1]) is for ISP-bound traffic originated by BellSouth's end-users and directed to ISPs served by CLECs. The payment of reciprocal

[1] BellSouth has not yet received bills for the April, 2000 through July, 2000 timeframe from two CLECs in Tennessee; therefore, the figures cited above are understated. Projections of billing for these four months based on March, 2000 billing would result in 12-month billing to BellSouth of over $89 million, approximately $80 million of which would be for ISP-bound traffic. Use of March, 2000 billing data to project forward also produces understated results, as reciprocal compensation billings by CLECs to BellSouth typically increase from one month to the next.

compensation for ISP-bound traffic creates a huge distortion in the marketplace. Based on the wide disparity between traffic originated by BellSouth's end users to the CLEC's ISPs versus to the CLEC's end users, CLECs appear to be targeting ISP customers in lieu of end user customers who originate local traffic. For the same time period, BellSouth has billed CLECs in Tennessee $6 million for reciprocal compensation for local (non-ISP bound) traffic. Of course, due to its position that ISP-bound traffic is non-local and, therefore, not subject to the reciprocal compensation obligations of Section 251(b)(5) of the Act, BellSouth has not billed reciprocal compensation for such traffic.

Q. IF BELLSOUTH WERE TO BILL CLECS FOR ISP-BOUND TRAFFIC, WOULDN'T THIS PROBLEM BE REMEDIED?

A. No, it would not, although Mr. Jackson would lead the Authority to that erroneous conclusion, based on his contention at page 12 of his testimony that "this compensation is reciprocal *i.e.*, BellSouth will be compensated by Intermedia for the transport and termination of calls originated by Intermedia's subscribers destined to BellSouth's ISP customers." Of course, I am not disputing the fact that the compensation would be reciprocal upon final resolution of this issue by the FCC. What I must dispute, however, is any implication that BellSouth's billing of reciprocal compensation to CLECs for ISP-bound traffic would in any way resemble the huge dollar amounts the CLECs are billing to BellSouth.

One has to understand that, in order for reciprocal compensation to be due, an end user of one carrier must be originating a local call that terminates to an end user on another carrier's network. Payment of reciprocal compensation for ISP-bound traffic is primarily a one-way street. Indeed, inappropriate payment of reciprocal compensation for ISP-bound traffic has created the incentive for competing carriers such as Intermedia to target ISPs based on the CLECs' claims that calls terminate to the ISPs. However, Intermedia does not target end user customers that originate calls to ISPs served by BellSouth; therefore, very little reciprocal compensation would be due to BellSouth as a result of ISP-bound traffic.

For example, even though BellSouth has not been billing CLECs for ISP-bound traffic, BellSouth does collect data on such traffic that CLECs' end users direct to ISPs served by BellSouth. Over the past twelve months, 147 million minutes of use ("MOUs") were directed by CLECs in Tennessee to ISPs served by BellSouth. By comparison, BellSouth end users calling ISPs served by CLECs in Tennessee generated almost 7 billion MOUs. It is apparent from this data that ISP-bound traffic between BellSouth's networks and competing carriers' networks is significantly unbalanced. To complete the picture, for this same twelve-month period, CLECs' end users in Tennessee generated 1.4 billion local traffic (non-ISP) MOUs to BellSouth's end users compared to 663 million local traffic MOUs BellSouth's end users generated to CLECs' end users.

When testifying in five other states in BellSouth's region, Mr. Jackson indicated that Intermedia focuses on providing service to business customers, not to residence customers, and I have no reason to believe Intermedia's focus to be any different in Tennessee. I would also not be surprised to find that Intermedia's business customers primarily subscribe to ISPs served by Intermedia. Let me be clear that there is nothing improper about Intermedia offering its customers packages or about Intermedia focusing on ISPs as a market. However, Congress did not intend for ISPs to be the primary benefactors of local competition, nor did Congress intend for reciprocal compensation to be a financial windfall for CLECs – and that is precisely the result of applying reciprocal compensation to ISP-bound traffic.

Q. DO THE LOCAL INTERCONNECTION RATES BELLSOUTH PROPOSED IN THE GENERIC UNE DOCKET ACCURATELY REFLECT THE COST OF ISP-BOUND TRAFFIC?

A. No. The elements that are applicable to local interconnection when a CLEC orders an unbundled UNE port or the loop/port combination from BellSouth are end office switching, tandem switching and common transport. These same elements are applicable to reciprocal compensation for local traffic. BellSouth has always maintained that the cost studies it provided the Authority for these elements could only be used to establish rates for interconnection and reciprocal compensation for local traffic within the local calling area. Therefore, when BellSouth conducted the cost studies for these elements, it did not consider a mix of local calls along with long-duration ISP-bound calls

when arriving at the average length of a call. Let me explain why the average call length is important to the issue at hand.

Switching costs have two major components – call set-up costs and call duration costs. Call set-up costs occur irrespective of how long the call actually lasts. Conversely, call duration costs are specifically related to how long the call actually lasts. On average, a local call is approximately three minutes long, so the call set-up cost is divided by 3 in order to recover the cost on a per minute basis. Then, the per minute duration cost is added to the per minute set-up cost. The result is the per minute cost for local interconnection and, thus, for reciprocal compensation.

Again, the typical call duration for a local call is about three minutes. However, the typical Internet session lasts much longer than three minutes. Indeed, as shown on Rebuttal Exhibit CKC-1 attached to this testimony, Nielsen/NetRatings estimated that, for the month of July, 2000, 88.2 million persons out of 144 million persons who have access to the Internet from their homes actually surfed the Internet.[2] The average time spent surfing the Net was over thirty-one minutes per individual session, with an average of eighteen sessions per month. Since the average ISP-bound call exceeds 30 minutes, a cost study done to represent the costs caused by a 30-minute call would involve dividing the call set-up cost by 30 (rather than by 3).

[2] Nielson/NetRatings, "Average Web Usage, Month of July, 2000, U.S.," http://209.249.142.27/nnpm/owa/Nrpublicreports.usagemonthly, 8/27/00.

Indeed, as I previously explained, the amount of local traffic being originated by BellSouth's end users to CLEC end users pales in comparison to the amount of ISP-bound traffic being originated by BellSouth's end users to ISPs served by CLECs. Therefore, the average length of a mixture of local and ISP-bound calls would significantly exceed 3 minutes. BellSouth provides this discussion simply to explain that, if reciprocal compensation is, as an interim measure, applied to ISP-bound traffic, the existing per minute rates for local switching as previously filed with this Authority would overstate the amount of compensation.

Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY?

A. Since the Authority has previously ruled on this issue in other arbitrations, BellSouth is willing, in this arbitration, to abide by these rulings with the understanding that the payment of reciprocal compensation for ISP-bound traffic is an interim compensation mechanism that will be trued-up on a retroactive basis when the FCC establishes its mechanism for compensating such traffic. Reciprocal compensation will be at the rate the Authority will establish in Docket No. 97-01262 (Establishment of Permanent Prices for Interconnection and Unbundled Network Elements), even though those rates do not reflect the cost of handling ISP-bound traffic. BellSouth makes this offer without waiving its right to appeal or to seek judicial review on this issue.

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

Q. PLEASE RESPOND TO MR. JACKSON'S CLAIM AT PAGE 15 THAT INTERMEDIA IS ENTITLED TO COMPENSATION AT BELLSOUTH'S TANDEM INTERCONNECTION RATE IF INTERMEDIA'S SWITCH SERVES A GEOGRAPHIC AREA COMPARABLE TO THE AREA SERVED BY BELLSOUTH'S TANDEMS.

A. As I explained in my direct testimony, the FCC has established two criteria that must be met in order for Intermedia to qualify for reciprocal compensation at the tandem switching rate. Intermedia must show that its switch covers the same geographic area as BellSouth's tandem switch, and that Intermedia's switch is providing the same services as BellSouth's tandem switch for local traffic. This is not just BellSouth's view. While I am not attempting a legal interpretation, I would observe that court rulings on this issue are consistent with BellSouth's position.

In a case involving MCI (MCI Telecommunication Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. LEXIS 11418 (N.D. Ill. June 22, 1999)), the U.S. District Court specifically determined that the test required by the FCC's rule is a functionality/geography test. In its Order, the Court stated:

> In deciding whether MCI was entitled to the tandem interconnection rate, the ICC applied a test promulgated by the FCC to determine whether MCI's single switch in Bensonville, Illinois, performed functions similar to, and served a geographical area comparable with, an Ameritech tandem switch.[9] (emphasis added)

> [9]MCI contends the Supreme Court's decision in IUB affects resolution of the tandem interconnection rate dispute. It does not. IUB upheld the FCC's pricing regulations, including the 'functionality/geography' test. 119 S. Ct. at 733. MCI admits that the ICC used this test. (Pl. Br. At 24.) Nevertheless, in its supplemental brief, MCI recharacterizes its attack on the ICC decision, contending the ICC applied the wrong test. (Pl. Supp. Br. At 7-8.) But there is no real dispute that the ICC applied the functionality/geography test; the dispute centers around whether the ICC reached the proper conclusion under that test. (emphasis added)

Indeed, the Ninth Circuit Court of Appeals viewed the rule in the same way, finding that:

> [t]he Commission properly considered whether MFS's switch performs similar functions and serves a geographic area comparable to US West's tandem switch." (U.S. West Communications v. MFS Intelenet, Inc, et. Al, 193 F. 3d 1112, 1124)

Furthermore, in evaluating whether a CLEC should receive the same reciprocal compensation rate as would be the case if traffic were transported and terminated via the incumbent's tandem switch, the United States District Court in Minnesota ruled that, "it is appropriate to look at both the function and geographic scope of the switch at issue" (emphasis added). (U.S. West Communications, Inc. v. Minnesota Public Utilities Commission, 55 F. Supp. 2d 968, 977 (D. Minn. 1999) To my knowledge, these are the only three courts that have addressed this issue, and all have concluded that a two-part test is applicable.

Q. HAS INTERMEDIA MET ITS BURDEN OF PROOF WITH REGARD TO THE "COMPARABLE GEOGRAPHIC AREA" REQUIREMENT THAT IT AGREES IS NECESSARY?

A. No. In order to establish that Intermedia's switches serve a geographic area comparable to that served by the incumbent local exchange carrier's tandem switches, Intermedia must show the particular geographic area it serves, not the geographic area that its switches could serve or that Intermedia plans to serve. (See 47 C.F.R. § 51.711(a)(3)). In order to make a showing that Intermedia's switches serve a geographic area equal to or greater than that served by BellSouth's tandem switches, Intermedia must provide information showing the location of its customers and give some indication as to how its customers are actually being served by Intermedia's switch.

I understand that the Illinois Court explained, in determining that MCI had not met its burden of proof:

> As the highlighted portions of the quotation make clear, much of MCI's evidence focused on the company's intentions for its switch, which of course are irrelevant to the question whether the switch is capable of servicing the area as intended. However, MCI argued that because its switch currently served the entire Chicago area – the same area that Ameritech served with three tandem switches – its switch must serve an area comparable to any one of Ameritech's switches.
>
> MCI's argument has surface appeal, but fails under closer scrutiny. During arbitration, [*22] MCI had less than 50,000 customers in the Chicago area. Id. At Ex. 7, p. 11. The 'Chicago area' is large, yet MCI offered no evidence as to the location of its customers within the Chicago area. Indeed, an MCI witness said that he 'doubted' whether MCI had customers in every 'wire center territory' within the Chicago service area. Pl. Br. At Ex. 28, p. 207. MCI's customers might have been concentrated in an area smaller than that served by an Ameritech

> tandem switch. Or MCI's customers might have been widely scattered over a large area, which raises the question whether provision of service to two different customers constitutes service to the entire geographical area between the customers. N10 These are questions that MCI could have addressed, but did not. ...In short, MCI offered nothing but bare, unsupported conclusions that its switch currently served an area comparable to an Ameritech tandem switch or was capable of serving such an area in the future. The ICC's determination that 'MCI has not provided sufficient evidence to support a conclusion that it is entitled to the tandem interconnection rate' was not arbitrary and capricious.

To illustrate the importance of this point, assume Intermedia has 10,000 customers in Nashville, all of which are located in downtown Nashville in close proximity to Intermedia's Nashville switch. Under no set of circumstances could Intermedia seriously argue that, in such a case, its switch serves a comparable geographic area to BellSouth's tandem switch. See Decision 99-09-069, In re: Petition of Pacific Bell for Arbitration of an Interconnection Agreement with MFS/WorldCom, Application 99-03-047, 9/16/99, at 15-16 (finding "unpersuasive" MFS's showing that its switch served a comparable geographic area when many of MFS's ISP customers were actually collocated with MFS's switch). Absent such evidence, Intermedia has clearly failed to satisfy its burden of proof on this issue. As the Illinois Court determined in the MCI case, this Authority should determine that Intermedia's showing is insufficient.

Q. PLEASE RESPOND TO MR. JACKSON'S CLAIM AT PAGE 22 THAT INTERMEDIA'S "SWITCHES DO EXHIBIT TANDEM CAPABILITIES."

A. It is not enough that the switch "exhibits" tandem capabilities - it has to be

actually providing those functions for local calls. This is true if for no other reason than because the reciprocal compensation rate for tandem switching is the same as the UNE rate for tandem switching. 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. To receive reciprocal compensation for tandem switching, a carrier must be actually performing the functions described in the FCC's definition of tandem switching.

Intermedia has two voice switches in Tennessee - specifically, one switch in Nashville, and one switch in Memphis. Consequently, Intermedia's voice switches in Tennessee are end office switches for local traffic. For local traffic, each of Intermedia's voice switches handles calls that originate from or terminate to customers served by the particular end office switch; therefore, Intermedia's switches are not performing a local tandem function. Indeed, because Intermedia has only one end office voice switch in the Nashville local calling area, and only one end office voice switch in the Memphis local calling area, these two switches simply cannot be performing a local tandem function.

Mr. Jackson states at pages 18 and 21 that Intermedia has deployed "sophisticated, multipurpose switches." I believe that to be the case, since any modern switch is capable of performing a variety of functions. However, unless one of those functions actually being performed is tandem switching for local traffic, Intermedia is not entitled to the tandem switching rate. Interestingly, Mr. Jackson compares its network configuration to BellSouth's

"outdated legacy network." Of course, BellSouth's network architecture has nothing to do with the functions performed by Intermedia's switch. Further, the existence of BellSouth's ubiquitous network enables Intermedia to selectively choose where to deploy capital investment.

The simple fact is that Intermedia is seeking to be compensated for functionality it does not provide. A tandem switch is, by definition, an intermediate switch, and Intermedia has no intermediate switches for local traffic. Because Intermedia's switch is not performing the tandem function for local traffic, the Authority should deny Intermedia's request for tandem switching compensation.

Q. HAS THE FLORIDA COMMISSION RECENTLY RULED ON THIS SAME ISSUE IN BELLSOUTH'S ARBITRATION PROCEEDING WITH INTERMEDIA?

A. Yes. In its Order issued August 22, 2000, the Florida Commission determined that Intermedia failed to satisfy its burden of proof on either criteria. The Florida Commission specifically rejected Intermedia's claim that the larger capacity of its switch and its newer network architecture negate the need for a separate tandem switch. Specifying that a tandem switch functions by connecting one trunk to another trunk as an intermediate switch between two end office switches, the Florida Commission concurred with BellSouth's contention that, since Intermedia has only one local switch in each local calling area, these end office switches cannot be performing a local tandem function.

Further, the Florida Commission found that, although the maps submitted by Intermedia indicate that Intermedia has established local calling areas that are comparable to BellSouth's, the Commission was unable to determine if Intermedia's switch actually serves those areas. As a result, the Florida Commission declined to find that Intermedia proved that it provides the necessary geographic coverage. (Order at pages 13-14)

Q. WHAT EVIDENCE DOES BELLSOUTH PRESENT TO DEMONSTRATE ITS TANDEM SWITCH COVERAGE?

A. Attached to this testimony as Rebuttal Exhibit CKC-2 are BellSouth's maps indicating the geographic areas served by BellSouth's Access Tandems and Local Tandems in the Chattanooga, Knoxville, Memphis and Nashville, Tennessee LATAs.[3]

BellSouth's Access tandems serve wire centers as shown on the maps in various colors as noted in the legend of each map. These tandems provide both local and long distance functions. Any independent exchanges that are homed to BellSouth's Access tandems are also included. Note that the independent wire centers have an X in the 7th character position. BellSouth's local tandems serve wire centers as shown on the maps, also in various colors as noted in the legend on each map.

[3] BellSouth previously submitted its Local and Access tandem maps on July 27, 2000 in response to Intermedia's First Request for Production Item No. 8. BellSouth's maps filed with its rebuttal testimony reflect revisions to its Knoxville, Memphis and Nashville Local tandem maps.

Q. WHY HAS BELLSOUTH PROVIDED MAPS THAT SHOW THE GEOGRAPHIC AREA SERVED BY ITS ACCESS TANDEMS, AS WELL AS BY ITS LOCAL TANDEMS?

A. Before the advent of local competition, Access Tandems provided for interchange of long distance between local exchange companies and interexchange carriers and for the switching of intraLATA toll traffic on behalf of local exchange carriers. Local tandems, by comparison, were and still are used to handle local traffic only.

With local competition, Access Tandems also began to handle local traffic on behalf of CLECs who chose to interconnect at the Access tandem. BellSouth provides interconnection at its Access tandem switches for a CLEC's originating intraLATA toll traffic, interLATA toll traffic and local traffic. Alternatively, the CLEC may elect to interconnect at BellSouth's local tandem switches, for the CLEC's originating traffic only, instead of at BellSouth's Access tandem switches. However, if a CLEC elects to interconnect at a BellSouth local tandem switch for handling its originating local traffic, that CLEC must still interconnect at an Access tandem for its toll traffic (whether intraLATA or interLATA).

Because BellSouth's local tandems and its Access Tandems handle local traffic for CLECs, BellSouth has provided maps showing the areas served by its seven Access Tandems and its ten local tandems in Tennessee.

Q. WHY HAS BELLSOUTH PROVIDED MAPS OF ALL THE AREAS IT SERVES IN TENNESSEE, RATHER THAN JUST PROVIDING MAPS OF NASHVILLE AND MEMPHIS WHERE INTERMEDIA HAS ITS VOICE SWITCHES?

A. BellSouth has provided maps which show all of its local and access tandems and the geographic area covered by those tandems because Mr. Jackson claims his maps show that "Intermedia intends ultimately to provide ubiquitous telecommunications service in the State of Tennessee." (page 21, lines 11-13) Of course, the maps provided as Jackson Exhibit 4 show no such thing since they do not indicate whether Intermedia is actually serving any customers. Intermedia could make the claim that it can serve all of the geographic area served by BellSouth via Intermedia's two voice switches. Alternatively, Intermedia could elect to demonstrate that it serves a geographic area comparable to the area served by BellSouth's local tandems in Nashville or Memphis. In either case, BellSouth has provided maps showing its tandem coverage and Intermedia has provided no evidence of the geographic area its switches actually serve. The fact also remains that Intermedia's switches are not performing the tandem switching function for local traffic.

Q. WHAT DOES BELLSOUTH REQUEST OF THE AUTHORITY?

A. Importantly, BellSouth is not disputing Intermedia's right to compensation at the tandem rate where the facts support such a conclusion. In this proceeding, however, Intermedia is seeking a decision that allows it to be compensated for

functionality it does not provide. BellSouth contends that Intermedia has not met the burden of proof that its switches actually serve the same geographic area as the comparable BellSouth tandems, nor do Intermedia's switches perform the functions of a tandem switch. Therefore, BellSouth requests that the Authority determine that Intermedia is only entitled, where it provides local switching, to the end office switching rate.

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

Q. HASN'T THE AUTHORITY CONSIDERED COLLOCATION RATES IN DOCKET NO. 97-01262?

A. Yes. As confirmed in the Authority's August 29, 2000 agenda, the Authority has adopted AT&T's and MCI's collocation model and, presumably, will establish collocation rates based on that model. I would note that the Authority reached its decision on its choice of a collocation model prior to the Eighth Circuit Court's July 18, 2000 ruling which will necessitate that the Authority revisit this issue. The Eighth Circuit found that the Act requires that rates be based on "the cost ... of providing the interconnection or network element ... not the cost some imaginary carrier would incur by providing the newest, most efficient, and least cost substitute for the actual item or element which will be furnished by the existing ILEC pursuant to Congress's mandate for sharing. Congress was dealing with reality, not fantasizing about what might be." (Eighth Circuit's Ruling at pages 7-8) AT&T's and MCI's collocation model

is based on a hypothetical network, and the Eighth Circuit has determined that use of a hypothetical network is not a legitimate basis for setting prices.

In any event, until the Authority establishes permanent collocation rates, BellSouth has proposed interim rates subject to true-up for components of space preparation in lieu of ICB as ordered by the Authority in Docket No. 96-01152. This proposal is made in response to Intermedia's concerns regarding ICB rates.

Q. PLEASE RESPOND TO MR. JACKSON'S CONTENTION THAT BELLSOUTH'S CHARGES FOR CERTAIN COMPONENTS OF SPACE PREPARATION REFLECT "DOUBLE-DIPPING."

A. There are numerous components of space preparation such as Mechanical/HVAC, Project Management, cable racking, fiber duct, framework, aisle lighting and framework ground conductors. Based on experience BellSouth has gained, it has been able to standardize the Mechanical/HVAC and Project Management components of space preparation. As a result, BellSouth has determined interim standard rates for these components subject to true-up. For Mechanical/HVAC, the interim charge is $2,100 per ton, and for Project Management, the interim charge is $1,675. BellSouth's proposed interim rates represent the costs BellSouth incurs on average, to provision these components of space preparation for collocation. In no way does BellSouth's proposal represent "double-dipping."

BellSouth's Mechanical/HVAC charge recovers the start-up costs associated with the required mechanical engineering, obtaining of permits and other mechanical construction work to ensure that adequate cooling is provided to the collocator's equipment based on the heat load information provided in the application. BellSouth's Project Management charge recovers the costs of tracking the project, administering the contract, maintaining status reports, paying contractors, tracking permits and meeting with the collocator.

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

Q. PLEASE RESPOND TO MR. JACKSON'S "MORE EXPANSIVE APPROACH" TO THE PROVISION OF UNES AS STATED ON PAGE 43 OF HIS TESTIMONY.

A. Basically, Intermedia contends that, if combinations of elements can be ordered as a service from BellSouth, Intermedia considers that these elements are customarily combined and should be available as UNEs. As I stated in my direct testimony, the FCC confirmed that BellSouth has no obligation to combine network elements for CLECs, when those elements are not currently combined in BellSouth's network. I understand that both the FCC's UNE Remand Order and the recent Eighth Circuit ruling make clear that Rule 315(b) applies to elements that are, in fact, combined. Further, the FCC declined to adopt a definition of "currently combined" that would include all elements "ordinarily combined" in the incumbent's network, as advocated by

Intermedia. The Authority should not ignore the FCC's and the Court's findings as Intermedia's request proposes.

Q. HOW DOES THE EIGHTH CIRCUIT COURT'S JULY 18, 2000 RULING IMPACT THIS ISSUE?

A. I am not offering a legal opinion; however, as a policy matter, I understand that the Eighth Circuit stated that an ILEC is not obligated to combine UNEs, and it reaffirmed that the FCC's Rules 51.315(c)-(f) remain vacated. Specifically, referring to Section 251(c)(3) of the Act that requires ILECs to provide UNEs in a manner that allows requesting carriers to combine such telecommunications services, the Eighth Circuit stated: "[h]ere Congress has directly spoken on the issue of who shall combine previously uncombined network elements. It is the requesting carriers who shall 'combine such elements.' It is not the duty of the ILECs to 'perform the functions necessary to combine unbundled network elements in any manner' as required by the FCC's rule."

Q. PLEASE RESPOND TO MR. JACKSON'S REFERENCE ON PAGE 44 TO THE GEORGIA COMMISSION'S ORDER IN DOCKET NO. 10692-U.

A. Mr. Jackson accurately quotes from the Georgia Commission's Order dated February 1, 2000, concerning the definition of "currently combines." However, he omits the Georgia Commission's statement that "<u>if the Eighth Circuit Court of Appeals determines that ILECs have no legal obligation to</u>

combine UNEs under the Federal Act, the Commission will reevaluate its decision with regard to the requirement that BellSouth provide combinations of typically combined elements where the particular elements being ordered are not actually physically connected at the time the order is placed." (Order at page 22, emphasis added) Therefore, in light of the Eighth Circuit's ruling, and consistent with the Commission's Order, BellSouth anticipates that the Georgia Commission will revisit its decision on this issue.

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. HOW DO YOU RESPOND TO INTERMEDIA'S POSITION ON SUBPART (A) OF THIS ISSUE?

A. Intermedia uses the same argument it made in the previous issue to support its contention that BellSouth must provide Intermedia with combinations of loop and transport at UNE rates anywhere in BellSouth's network. The fact that BellSouth offers tariffed special access service does not entitle Intermedia to order new installations of such services as combinations at UNE rates. As I explained in my discussion of Issue 12, BellSouth is generally not obligated to combine UNEs for CLECs.

Q. PLEASE RESPOND TO MR. JACKSON'S CLAIM ON PAGE 46 THAT THE AUTHORITY SHOULD FIND THAT EELS SHOULD BE ADDED TO THE FCC'S LIST OF UNBUNDLED ELEMENTS.

A. As I stated in my direct testimony, the FCC declined to define the EEL as a separate network element in its UNE Remand Order. (Para 478) BellSouth agrees that the Authority is empowered to add UNEs to the FCC's list; however, such action is entirely dependent on Intermedia proving to the Authority that it is impaired without access to such unbundled network elements. Intermedia has made no such showing.

Issue 18(c): Should BellSouth be required to provide access on an unbundled basis in accordance with, and as defined in, the FCC's UNE Remand Order, to packet switching capabilities?

Q. HAS MR. JACKSON PROVIDED ANY INFORMATION IN HIS DIRECT TESTIMONY THAT ADDRESSES HOW INTERMEDIA WOULD BE IMPAIRED WITHOUT ACCESS TO PACKET SWITCHING CAPABILITY ON AN UNBUNDLED BASIS?

A. Mr. Jackson has offered no such information. Neither has Mr. Jackson provided any evidence to show that the conditions established by the FCC that would trigger unbundling of packet switching are present in BellSouth's network. Absent such a showing, BellSouth should not be required to provide Intermedia with access to packet switching on an unbundled basis.

Q. PLEASE RESPOND TO MR. JACKSON'S SUGGESTION AT PAGE 51 THAT THE AUTHORITY SHOULD ADD SPECIFIC TYPES OF PACKET SWITCHING TECHNOLOGIES (*I.E.*, FRAME RELAY) TO THE FCC'S LIST OF MANDATORY UNES.

A. A state commission can require incumbent LECs to unbundle specific network elements used to provide frame relay service, including packet switching, only when the competing carrier convinces the state commission that it is impaired without that access. As I explained in my direct testimony, the FCC found that Intermedia failed to make that showing with the evidence provided in the FCC's proceeding. Since Intermedia has not provided any evidence at all in this proceeding, there is no basis for this Authority to make a determination different from the FCC.

Issue 25: Should BellSouth be required to furnish access to the following as UNEs: (I) User to Network Interface ("UNI"); (ii) Network-to-Network Interface ("NNI"); and (iii) Data Link Control Identifiers ("DLCI"), at Intermedia-specified committed information rates ("CIR")?

Q. WHY DOES BELLSOUTH CONTEND THAT THESE FRAME RELAY COMPONENTS SHOULD NOT BE FURNISHED AS UNEs?

A. As I explained in my direct testimony, Frame Relay is a form of packet switching. In its UNE Remand Order, the FCC recognized that there are

numerous carriers providing service with their own packet switches, and found that competing carriers are not impaired without access to packet switching from ILECs on an unbundled basis. (Para. 306) Therefore, the FCC has declined to require the unbundling of the packet switching functionality, if certain requirements are met. I discussed those requirements in my direct testimony at pages 31-32, and I explained that, since BellSouth meets those requirements, it is not required to provide these components as UNEs. Therefore, since BellSouth is not required to unbundle the Frame Relay elements, BellSouth is not required to provide access to such elements at TELRIC-based prices.

Q. ON PAGES 57-58, MR. JACKSON CLAIMS THAT INTERCONNECTION FACILITIES USED FOR FRAME RELAY TRAFFIC ARE SUBJECT TO TELRIC-BASED PRICES. PLEASE RESPOND.

A. Mr. Jackson is incorrect. He combines two separate issues in his response which results in some confusion. The two issues are: 1) the appropriate price for frame relay interconnection facilities and 2) the applicability of reciprocal compensation to traffic carried over frame relay service. I will respond to these two issues separately.

To understand why BellSouth believes Mr. Jackson's claim is incorrect, it must be recognized that frame relay service is largely long distance service. Indeed, the portion of frame relay service that is local is small. Of course, interexchange frame relay traffic is not subject to the interconnection

requirements of the Act. As the FCC stated in its First Report and Order at ¶191:

> "We conclude that an IXC that requests interconnection solely for the purpose of originating and terminating interexchange traffic, not for the provision of exchange service and exchange access to others, on an incumbent LEC's network is not entitled to receive interconnection pursuant to Section 251(c)(2). ...
>
> We conclude that a carrier may not obtain interconnection pursuant to Section 251(c)(2), for the purpose of terminating interexchange traffic, even if that traffic was originated by a local exchange customer in a different telephone exchange of the same carrier providing the interexchange service, if it does not offer exchange access to others."

Clearly the portion of frame relay traffic that is interexchange (the majority) is not subject to local interconnection requirements; thus, TELRIC-based pricing does not apply to interconnection facilities used to carry this traffic. Mr. Jackson's claim that TELRIC-based rates should apply to the interconnection facilities carrying this interexchange traffic is simply wrong.

As I explained in my direct testimony under Issue 39, subpart (a), BellSouth and Intermedia have already reached agreement on how to share the cost of the interconnection facility when local traffic is carried over that facility. Briefly, if any local traffic is carried over the frame relay interconnection facility, Intermedia will report to BellSouth a Percent Local Circuit Use ("PLCU") factor, and BellSouth will reimburse Intermedia for an appropriate portion of the interconnection trunk charges based on the PLCU. The real issue here is that Intermedia wants the charges for the entire interconnection facility to equal TELRIC. However, since a large majority of traffic being carried over

the frame relay interconnection facility is non-local, BellSouth contends it is appropriate to apply the rates in BellSouth's access tariff.

BellSouth is willing to negotiate some method to charge Intermedia TELRIC-based prices for the portion of the interconnection facility that is carrying local traffic; however, considering that there is so little local traffic, BellSouth contends that the level of complexity such a billing arrangement would require is simply not justified. In any event, Intermedia apparently would not be satisfied with such an arrangement because, again, Intermedia contends that the entire facility should be charged at TELRIC-based prices. As I have explained, Intermedia is wrong, due to the fact that the facility is largely used to transmit interexchange (non-local) frame relay service.

Q. PLEASE COMMENT ON MR. JACKSON'S RECIPROCAL COMPENSATION PROPOSAL FOR FRAME RELAY TRAFFIC.

A. First, I must explain that Frame Relay networks are generally used in lieu of private lines, and reciprocal compensation obligations do not extend to traffic carried over dedicated – *i.e.*, private - networks. Therefore, to the extent that any local Frame Relay traffic is routed over Frame Relay facilities that are solely dedicated between two customers, reciprocal compensation is not due. In the event that local Frame Relay traffic is actually switched – *i.e.*, one end user can direct, at the user's choosing, the transmittal to one of many other end users - then BellSouth agrees that reciprocal compensation is due on that traffic.

In his testimony, Mr. Jackson recommends that the Authority "mandate bill and keep for local frame relay traffic as an interim rate." (page 58, lines 9-10) He goes on to explain that this interim rate could be trued-up after a full rate inquiry is completed. I agree with Mr. Jackson that bill and keep is an appropriate reciprocal compensation mechanism for switched local frame relay traffic. However, I do not agree that bill and keep should be implemented only as an interim measure.

As I explained in my direct testimony, packet data simply cannot be measured on a "per minute of use basis." Mr. Jackson describes frame relay traffic as "bursty." (Page 54, line 19) Due to the insignificant amount of switched local frame relay traffic, and because there is no practical means to measure or to apply a reciprocal compensation rate, BellSouth recommends the parties handle compensation for any such switched local frame relay traffic on a bill-and-keep basis. Moreover, as noted above, reciprocal compensation is not due when the local frame relay traffic is not switched.

Q. DOES BELLSOUTH'S POSITION AS STATED ABOVE REPRESENT A CHANGE IN BELLSOUTH'S PREVIOUSLY STATED POSITION ON THE ISSUE OF RECIPROCAL COMPENSATION FOR LOCAL PACKET SWITCHED DATA?

A. BellSouth's position on the applicability of reciprocal compensation for local packet switched data as stated above is a clarification of BellSouth's

previously stated position, both in this proceeding and in its arbitration proceedings with Intermedia in other BellSouth states. The specific clarification is that reciprocal compensation is due only on local switched packet data traffic, not on local dedicated packet data traffic. Packet switching is a relatively new technology, as least as used in the transmission of local telecommunications traffic. Frame Relay Service is only one type of packet switching, and because it apparently is the type Intermedia is most interested in, several issues in this arbitration focus on this service. As BellSouth has continued to discuss the specifics of Frame Relay Service with its subject matter experts, it became apparent that the earlier discussion of this issue did not adequately draw the distinction between switched packet data traffic and dedicated packet data traffic. As I stated above, my understanding is that Frame Relay Service is generally a dedicated service. Therefore, BellSouth is clarifying its position that reciprocal compensation is due only on local switched packet data.

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. IS INTERMEDIA LIMITED TO GIVING NUMBERS THAT ARE ASSIGNED TO A PARTICULAR RATE CENTER TO CUSTOMERS WHO ARE PHYSICALLY LOCATED IN THAT SAME RATE CENTER?

customer in Memphis called a number in the 615/472 code, BellSouth would bill the customer for a long distance call.

Let's continue to use the hypothetical case of the 615/472 code that Intermedia assigned to the Nashville, Tennessee rate center. Now, assume that Intermedia assigns the number 615/472-2000 to one of its customers in Memphis. If a BellSouth customer in Nashville calls 615/472-2000, BellSouth would treat the call as if its Nashville customer had made a local call. However, BellSouth would hand off the call to Intermedia at a BellSouth designated point of interconnection. Intermedia would then carry the call from that point of interconnection to its end user in Memphis. The end points of the call are in Nashville and Memphis. As a more extreme example, Intermedia could elect to assign another number, say 615/472-3000 to one of its customers who is physically located in New Orleans. A call from a BellSouth customer in Nashville, Tennessee to 615/472-3000 would be treated as if he made a local call, but the call would actually terminate in New Orleans. Intermedia proposes for BellSouth to pay reciprocal compensation on those calls from Nashville to Memphis or from Nashville to New Orleans that I have just described, even though such calls are clearly long distance calls.

In addition to the long distance service described above that Intermedia could provide, they could also provide local service using that same 615/472 code. Intermedia could elect to assign another number, say 615/472-5555 to one of its customers who is physically located in Nashville, Tennessee. A BellSouth customer in Nashville who called 615/472-5555 would be making a local call.

BellSouth agrees that appropriate reciprocal compensation should apply on that call.

Q. IS TRAFFIC JURISDICTION ALWAYS DETERMINED BY THE RATE CENTERS WHERE THE ORIGINATING AND TERMINATING NPA/NXXs ARE ASSIGNED?

A. No. Traffic jurisdiction based on rate center assignment is used for retail end user billing, not for inter-company compensation purposes. The FCC has made it clear that traffic jurisdiction is determined based upon the originating and terminating end points of a call, not the NPA/NXXs of the calling or called number.[4] One example is originating Feature Group A access service. Even though the originating end user dials a number that appears local to him or her, no one disputes that originating FGA traffic is switched access traffic with respect to jurisdiction and compensation between the involved companies. As the Authority is aware, FGA access service is not a local service.

Another example is Foreign Exchange (FX) service. Here again, the originating end user believes he or she is reaching a location local to him or her when in fact the terminating location is long distance. Further, because the call to the FX number appears local and the calling and called NPA/NXXs are assigned to the same rate center, the originating end user is not billed for a toll

[4] In its Order on Remand dated December 23, 1999 in its Advanced Services Docket, the FCC stated that "[t]he Commission traditionally has determined the nature of communications by looking to the end points of the communications, and has consistently rejected attempts to divide communications at any intermediate points of switching or exchanges between carriers. (Order at ¶16)

call. Despite the fact that the calls appear to be local to the originating caller, FX service is clearly a long distance service.

Q. WHAT OTHER STATE COMMISSIONS HAVE ADDRESSED WHETHER THE SERVICE DESCRIBED IN THIS ISSUE IS LOCAL OR INTEREXCHANGE?

A. To my knowledge, only the Maine Commission has definitively ruled on whether the service described in this issue is local or interexchange service. The California Commission was presented with the issue, but did not decide whether the service was local or interexchange and deferred the issue of appropriate inter-carrier compensation to a later date.

Q. BRIEFLY DESCRIBE THE MAINE COMMISSION'S ORDER THAT YOU REFERRED TO ABOVE.

A. The Maine Commission's Order was issued on June 30, 2000 in Docket Nos. 98-758 and 99-593. The service at issue in that order is the same type of service described in this issue. Brooks Fiber (a subsidiary of MCI WorldCom) had been assigned 54 NPA/NXX codes that Brooks Fiber had subsequently assigned to various exchanges that are outside the Portland Maine local calling area. However, Brooks had assigned numbers from those codes to its customers who were physically located in Portland. The Maine Commission was trying to determine whether Brooks Fiber was entitled to retain the NPA/NXX codes used for the service. If the service was local, Brooks Fiber

was entitled to the codes; if the service was interexchange, Brooks Fiber had to relinquish the codes. The Maine Commission concluded that the service was interexchange. Since Brooks Fiber did not have any customers at all in the rate centers where 45 of the codes were assigned, the Maine Commission ordered the Numbering Plan Administrator to reclaim those codes.

There is a potential misunderstanding that could arise when reading the Maine Order because there are several references to ISPs in the Maine Order. The reason for such references is that Brooks Fiber had only assigned numbers in the NPA/NXX code to ISPs. However, this is not the same issue as the one that addresses reciprocal compensation for ISP-bound traffic. Neither the Maine Commission's findings on the nature of this traffic nor BellSouth's position on this issue are dependent on whether the number is assigned to an ISP. The same findings and the same position apply regardless of the type of customer who has been assigned the number. It is just a fact in the Maine case that Brooks Fiber had only given numbers to ISPs; therefore there are references to ISPs in the Order.

Q. HOW DOES BELLSOUTH'S POSITION COMPARE TO THE MAINE COMMISSION ORDER?

A. BellSouth's position is completely consistent with the Maine Commission's Order. Most importantly, the Maine Commission found that the service was interexchange. The Maine Commission concluded that this service and FX service has some parallels, but that the closest parallel is 800 service. The

Maine Commission found that Brooks Fiber was not attempting to define its local calling area with this service. Finally, the Maine Commission concluded that this service has no impact on the degree of local competition. Again, none of these findings is dependent on whether the number is given to an ISP or another type of customer.

Q. PLEASE BRIEFLY ADDRESS THE CALIFORNIA COMMISSION'S ORDER TO WHICH YOU EARLIER REFERRED.

A. Primarily, the California Commission decided that the ILEC could not restrict the assignment of the CLEC's NXXs. As I have stated, BellSouth is not attempting to restrict Intermedia's ability to assign its NXXs. However, regardless of how this issue is phrased, Intermedia's ability to assign NXX codes is not really what's in dispute between the parties. The dispute between BellSouth and Intermedia is actually whether such calls should be treated as local or long distance for inter-carrier billing purposes. The California Commission did not decide whether the calls were local or long distance, nor did it decide what inter-carrier charges should apply.

Q. HOW DID THE CALIFORNIA COMMISSION ADDRESS THE ISSUE OF COMPENSATION FOR SUCH TRAFFIC?

A. In Section C. 2, Intercarrier Compensation, Discussion Section, page 32 of the Order, the California Commission states:

> We conclude that, whatever method is used to provide a local presence in a foreign exchange, a carrier may not avoid responsibility for

> negotiating reasonable intercarrier compensation for the routing of calls from the foreign exchange merely by redefining the rating designation from toll to local.
>
> The provision of a local presence using an NXX prefix rated from a foreign exchange may avoid the need for separate dedicated facilities, but does not eliminate the obligations of other carriers to physically route the call so that it reaches its proper destination. A carrier should not be allowed to benefit from the use of other carriers' networks for routing calls to ISPs while avoiding payment of reasonable compensation for the use of those facilities. A carrier remains responsible to negotiate reasonable compensation with other carriers with whom it interconnects for the routing of calls from a foreign exchange.

And again on page 36 of the California Order:

> We conclude that all carriers are entitled to be fairly compensated for the use of their facilities and related functions performed to deliver calls to their destination, irrespective of how a call is rated based on its NXX prefix.

After much consideration on this issue, the California Commission clearly recognized that the originating carrier should be fairly compensated by the terminating carrier for use of the originating carrier's facilities to deliver such traffic to the terminating carrier.

Q. HAS ANY COMMISSION IN BELLSOUTH'S REGION ADDRESSED ASSIGNMENT OF NPA/NXXs?

A. Yes. In its recent ruling in the Intermedia arbitration proceeding, the Georgia Commission determined that Intermedia be allowed to assign its NPA/NXX codes in accordance with the establishment of its local calling areas, provided that Intermedia furnishes to BellSouth and to all other telecommunications

carriers the necessary information to identify local and toll traffic in order to properly route and bill the calls. Likewise, the Florida Commission in its August 22, 2000 Order in the Intermedia arbitration determined that it is appropriate for the parties to establish their own local calling areas. However, the Florida Commission also stated that "[i]f Intermedia intends to assign numbers outside of the areas with which they are traditionally associated, Intermedia must provide information to other carriers that will enable them to properly rate calls to those numbers. We find no evidence in the record indicating that this can be accomplished." (Order at p. 43) Therefore, recognizing that Intermedia did not present any evidence as to how it would or could provide such information to BellSouth and to other carriers, the Florida Commission further determined that "the parties shall be required to assign numbers within the areas to which they are traditionally associated, until such time when information necessary for the proper rating of calls to numbers assigned outside of those areas can be provided." (Order at p. 43)

Q. IN YOUR DIRECT TESTIMONY, YOU STATED THAT BELLSOUTH WAS WORKING ON A PROPOSAL THAT MIGHT RESOLVE THIS ISSUE. WHAT IS THE CURRENT STATUS?

A. BellSouth made its proposal to Intermedia; however, to-date, the proposal has not been accepted.

Issue 31: For purposes of compensation, how should IntraLATA Toll Traffic be defined?

Q. PLEASE RESPOND TO MR. JACKSON'S CONTENTION AT PAGE 63 THAT BELLSOUTH'S DEFINITION OF INTRALATA TOLL TRAFFIC WOULD "LIMIT THE TYPE OF TOLL TRAFFIC THAT MAY BE CARRIED OVER AN INTERCONNECTION AGREEMENT."

A. BellSouth believes its proposed definition of IntraLATA toll traffic is very straightforward. To the extent that BellSouth's definition places any limitations on traffic, such limitations would be related to compensation, and intraLATA toll traffic is not subject to the reciprocal compensation obligations of Section 251(b)(5) of the Act. BellSouth's proposed language, as shown in my direct testimony, does not limit the type of toll traffic that Intermedia may carry. The Florida Commission recently ruled on this same issue, finding that "BellSouth's definition is the clearest and most straightforward, and shall be included in the parties' agreement." (August 22, 2000 Order at page 51)

Q. DOES BELLSOUTH'S PROPOSED LANGUAGE EXCLUDE DATA TRAFFIC, AS INTERMEDIA ALLEGES?

A. No. I clearly stated in my direct testimony that BellSouth's proposed definition of intraLATA toll traffic includes <u>any</u> traffic, voice or data, that is not local or switched access.

to access charges. It appears that Intermedia is attempting to inappropriately assert the ESP exemption to all IP Telephony calls, and to treat all calls using IP Telephony as local traffic. Consider the example of a call from Nashville to Atlanta sent over Intermedia's circuit switched network. Certainly, this call is a long distance call, and access charges would apply. However, if Intermedia transported that same call using IP Telephony, Intermedia apparently wants this Authority to view the call from Nashville to Atlanta as a local call for which reciprocal compensation is due. Presumably, Intermedia will charge its customer the same long distance price in either case. However, regardless what Intermedia chooses to bill its customer, Intermedia's choice of transmission medium does not transform a long distance call into a local call.

In its conclusion on this same issue, the Florida Commission stated:

> With regard to phone-to-phone IP Telephony, witness Jackson provided no persuasive testimony to support his contention that BellSouth's attempt to include phone-to-phone IP Telephony within the definition of switched access is improper and contrary to law, nor did he cite any specific law which will be violated. The witness argued that because the FCC has not made a determination on the regulatory classification of phone-to-phone IP Telephony, and suggestion that phone-to-phone IP Telephony is a telecommunications service is premature. We disagree, because as BST's testimony indicates, phone-to-phone IP Telephony is technology neutral. A call provisioned using IP Telephony but not transmitted over the Internet, to which switched access charges would otherwise apply if a different signaling and transmission protocol were employed, is nevertheless a switched access call. Except for, perhaps, calls routed over the internet, the underlying technology used to complete a call should be irrelevant to whether or not switched access charges apply. Therefore, like other telecommunications services, it would be included in the definition of switched access traffic. Therefore, we find that switched access traffic shall be defined in accordance with BellSouth's existing access tariff and include phone-to-phone internet protocol telephony. (August 22, 2000 Order at pages 56-57)

event that Intermedia cannot provide such information to BellSouth due to lost or damaged billing data, BellSouth will be unable to bill the IXCs and would forego the associated switched access revenues. BellSouth's only recourse would be to recoup these losses from Intermedia. Likewise, if BellSouth were unable to provide billing data to Intermedia, then Intermedia would be able to recoup its losses from BellSouth. As I stated in my direct testimony, BellSouth does not believe that it is appropriate to cap the liability associated with switched access revenues. Each party should accept its financial responsibility to the other party for revenue losses caused by damaged or lost billing data.

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

Q. PLEASE RESPOND TO MR. JACKSON'S CONTENTION AT PAGE 69 THAT, IF FRAME RELAY PACKETS CARRIED OVER VIRTUAL CIRCUITS ("VC") ORIGINATE AND TERMINATE IN THE SAME LATA, THEY SHOULD BE CONSIDERED LOCAL TRAFFIC.

A. As I stated in my direct testimony, BellSouth has proposed language to facilitate the process of interconnecting the frame relay networks of BellSouth and Intermedia. BellSouth's proposed language allowed that 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").

Again, BellSouth's intention is to facilitate the interconnection process; however, it appears that Intermedia is attempting to extend this offer to include the payment of reciprocal compensation for non-local data traffic. Of course, reciprocal compensation obligations only apply to local traffic.

The Florida Commission's recent ruling on this issue states:

> [t]herefore, framed packet data transported within a virtual circuit, that originate and terminate within a LATA, shall be classified as local traffic only for the purpose of establishing interconnection between the parties. (August 22, 2000 Order at page 59)

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") segment (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. PLEASE RESPOND TO MR. JACKSON'S CONTENTION AT PAGE 70 THAT RATES FOR THE ITEMS LISTED ABOVE MUST BE BASED ON TELRIC METHODOLOGY.

A. The items listed above are components of Frame Relay, which is a form of packet switching. As I explained previously in both this testimony and in my direct testimony, BellSouth is not required to unbundle packet switching under Section 251; therefore, rates for Frame Relay are not subject to TELRIC pricing methodology. The Florida Commission agrees that "because there is

no finding that frame relay is a UNE, there is no obligation for a LEC to set TELRIC-based prices for frame relay services." (August 22, 2000 Order at page 60)

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

Q. INTERMEDIA PROPOSES THAT "SELF-EXECUTING ENFORCEMENT MECHANISMS" BE ESTABLISHED THAT WOULD APPLY WHEN BELLSOUTH FAILS TO MEET MUTUALLY ESTABLISHED PERFORMANCE STANDARDS. DOES BELLSOUTH THINK THAT ENFORCEMENT MECHANISMS ARE NECESSARY?

A. BellSouth assumes that Intermedia's proposal of "self-executing enforcement mechanisms" refers to penalties. If this is the case, BellSouth does not believe such mechanisms are appropriate at this time. Penalties are not required by the Act nor by the FCC's rules. Further, contrary to the Authority's decision in the ITC^DeltaCom arbitration, BellSouth believes that self-effectuating enforcement mechanisms should only be implemented at the time Section 271 relief is exercised.

Q. HAS BELLSOUTH ADDRESSED SELF-EFFECTUATING ENFORCEMENT MECHANISMS IN ANY TENNESSEE INTERCONNECTION AGREEMENTS?

A. Yes. As stated in my direct testimony, BellSouth developed a plan referred to as Voluntary Self-Effectuating Enforcement Mechanisms (VSEEMS) that contains both monetary and non-monetary incentives. BellSouth's proposal, attached to my direct testimony as Exhibit CKC-5, is a voluntary proposal that has been adopted by numerous CLECs in BellSouth's region (including several CLECs in Tennessee), and is available to any CLEC in Tennessee. It should be noted that this plan is voluntary, and the proposal should not be interpreted as BellSouth's admission that the Authority or the FCC should impose self-effectuating penalties or liquidated damages without BellSouth's voluntary agreement.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

221509

BellSouth Telecommunications, Inc.
TRA Docket 99-00948
Rebuttal Exhibit CKC-1
Sept. 5, 2000

Nielsen//NetRatings

Average Web Usage
Month of July 2000, U.S.

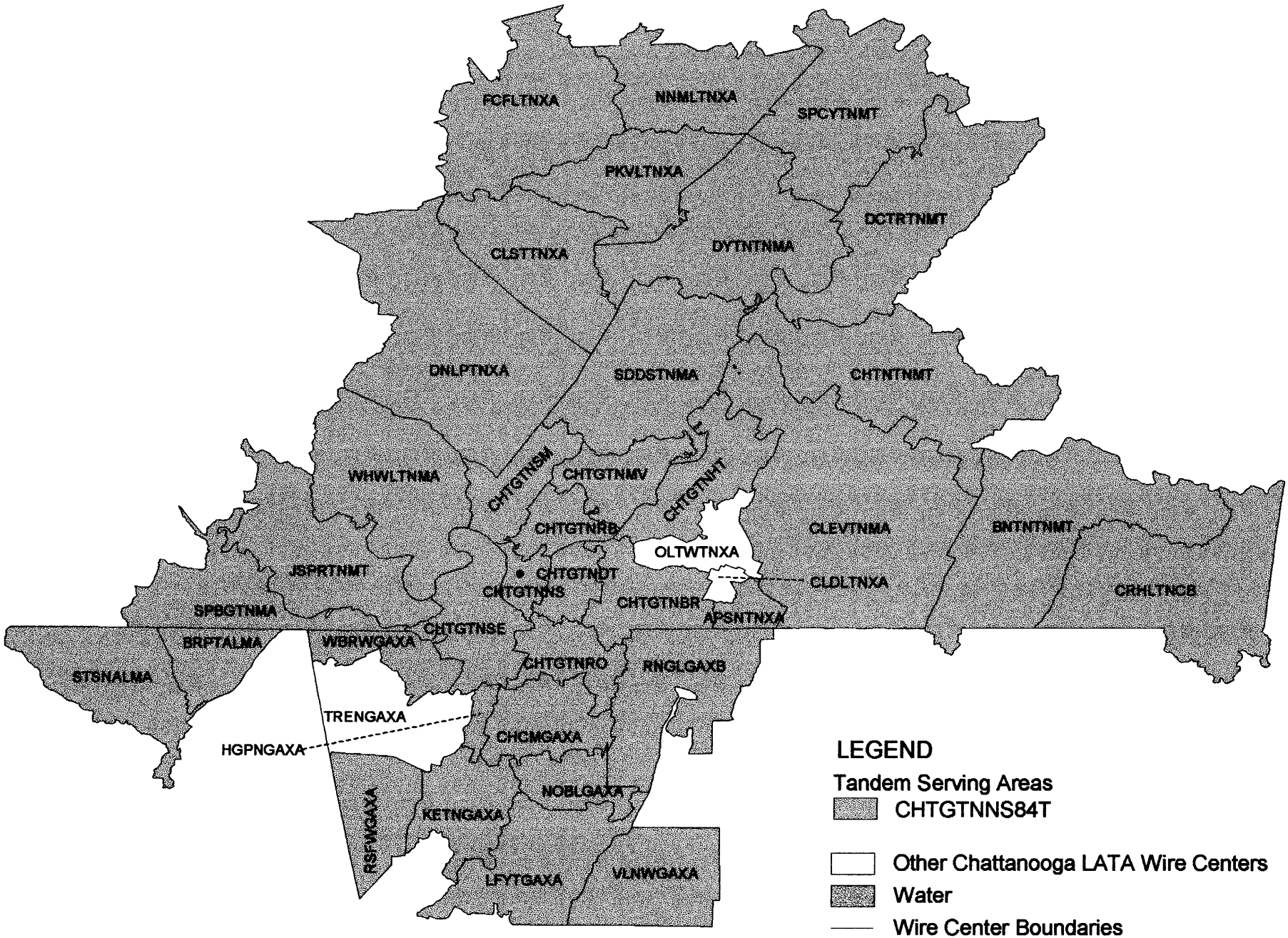
Home GO!

BACK TO HOT OFF THE NET

Number of Sessions per Month	18
Number of Unique Sites Visited	10
Time Spent per Site	57: 02
Time Spent per Month	9: 40: 53
Time Spent During Surfing Session	31: 32
Duration of a Page viewed	00: 50
Active Internet Universe	88,192,511
Current Internet Universe Estimate	143,958,588

The reported Internet usage estimates are based on a sample of households that have access to the Internet and use the following platforms: Windows 95/98/NT, and MacOS 8 or higher.
The Nielsen//NetRatings Internet universe is defined as all members (2 years of age or older) of U.S. households which currently have access to the Internet.

BellSouth Chattanooga LATA - Access Tandem Serving Area



LEGEND

Tandem Serving Areas

CHTGTNNS84T

Other Chattanooga LATA Wire Centers

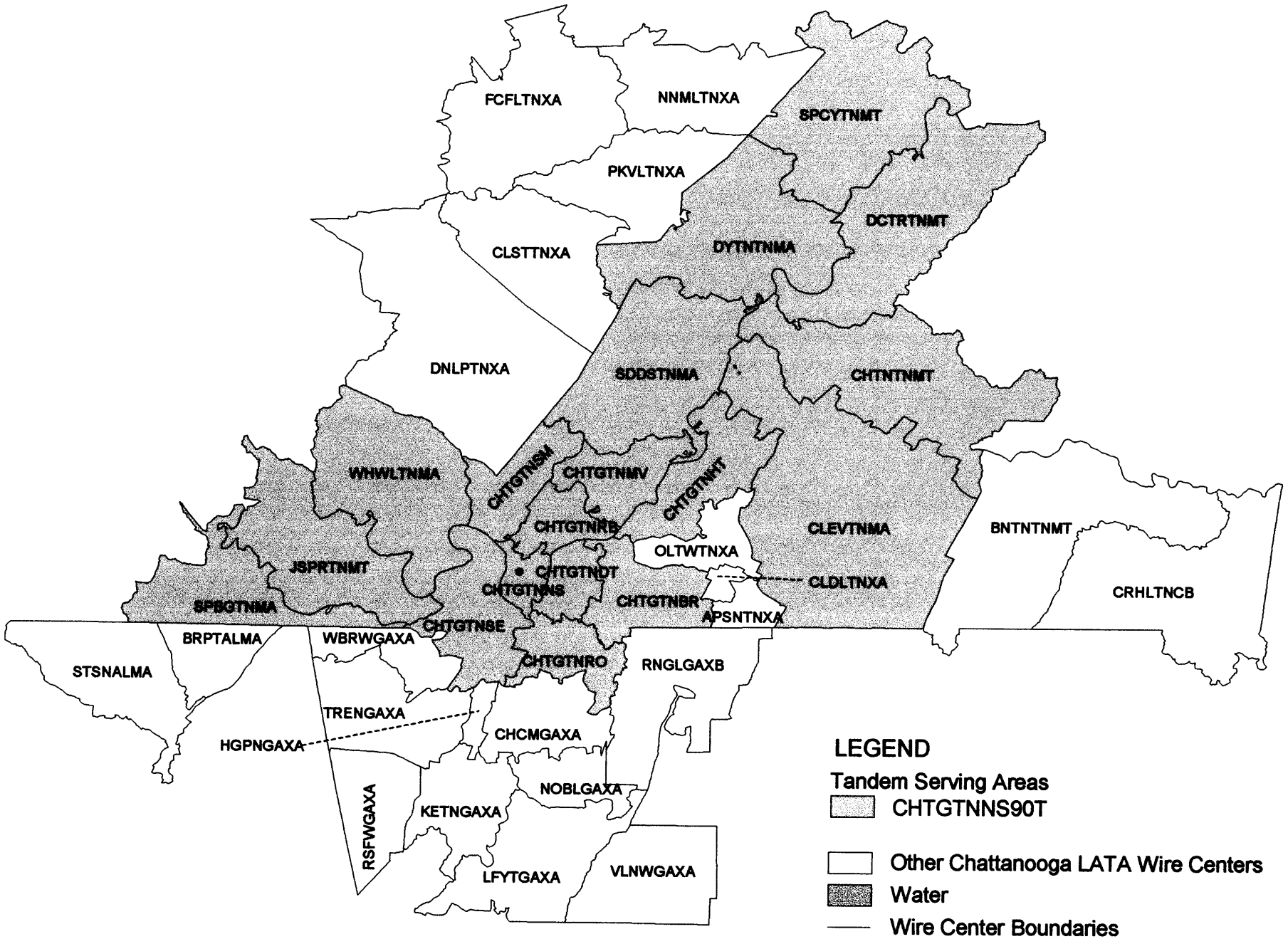
Water

Wire Center Boundaries

BellSouth Tandem Location

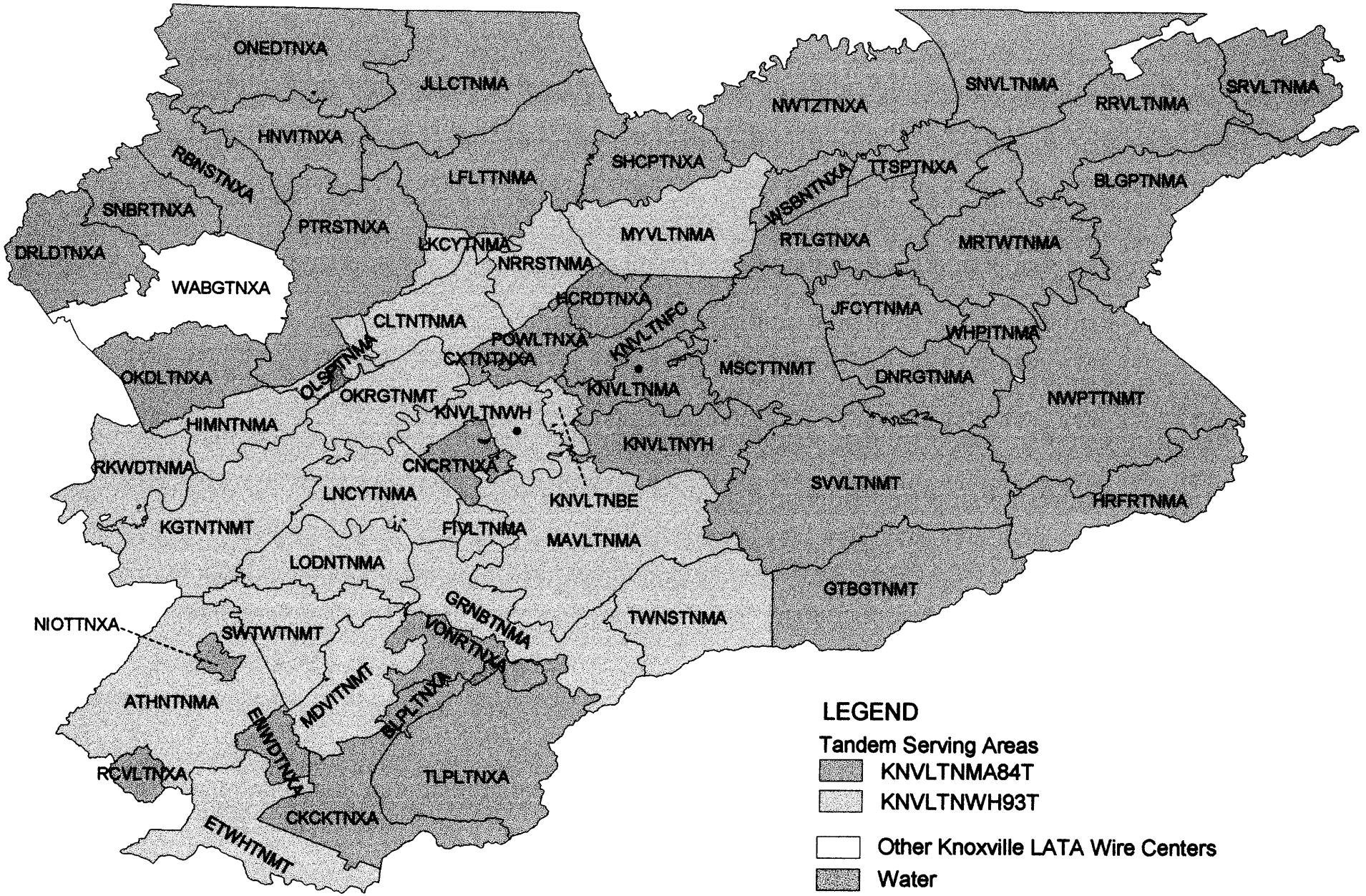
Date: 7-17-00

BellSouth Chattanooga LATA - Local Tandem Serving Area



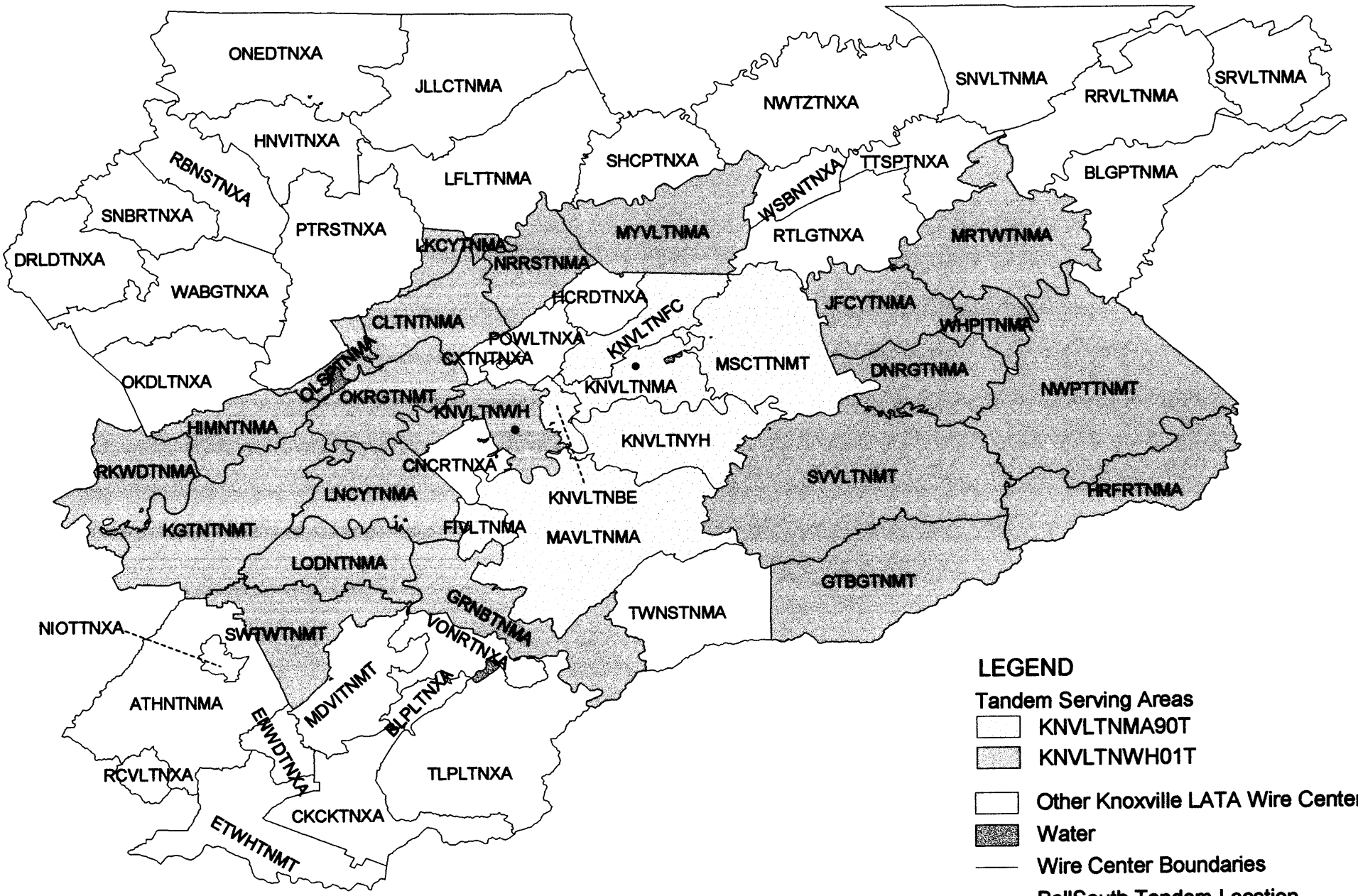
Date: 7-17-00

BellSouth Knoxville LATA - Access Tandem Serving Area



Date: 7-17-00

BellSouth Knoxville LATA - Local Tandem Serving Area



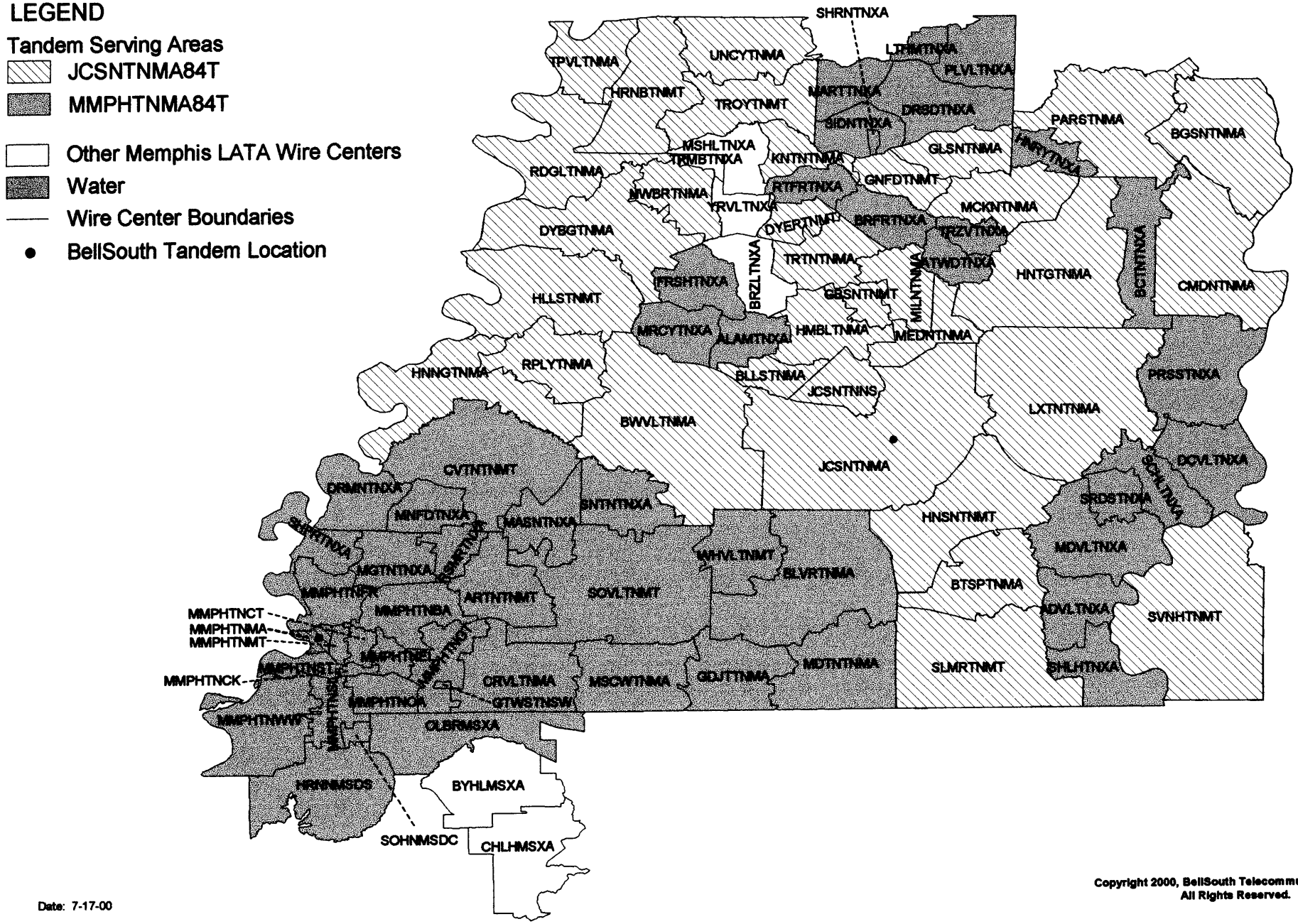
LEGEND

Tandem Serving Areas

- KNVLTNMA90T
- KNVLTNWH01T
- Other Knoxville LATA Wire Centers
- Water
- Wire Center Boundaries
- BellSouth Tandem Location

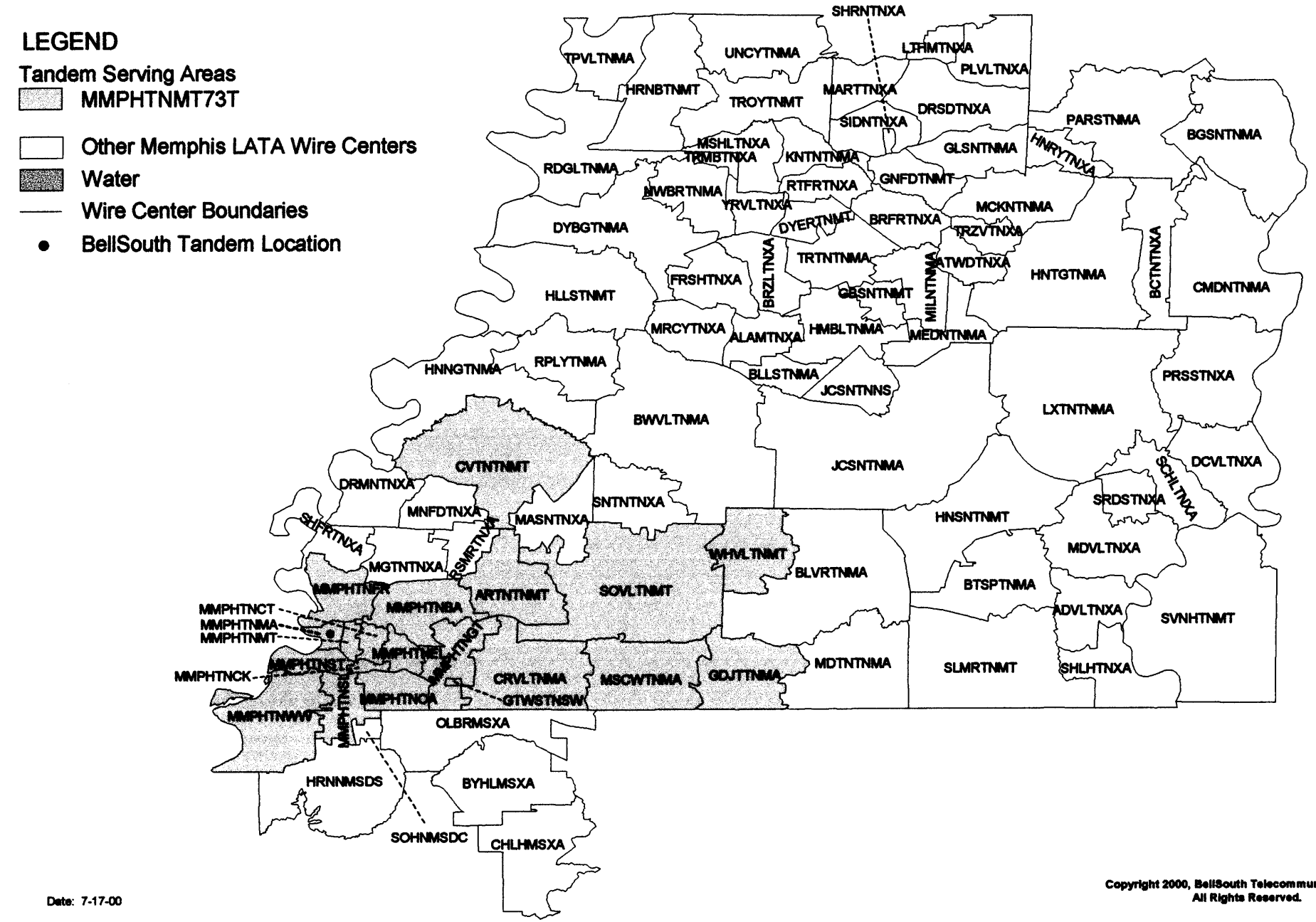
Date: 7-17-00

BellSouth Memphis LATA - Access Tandem Serving Area



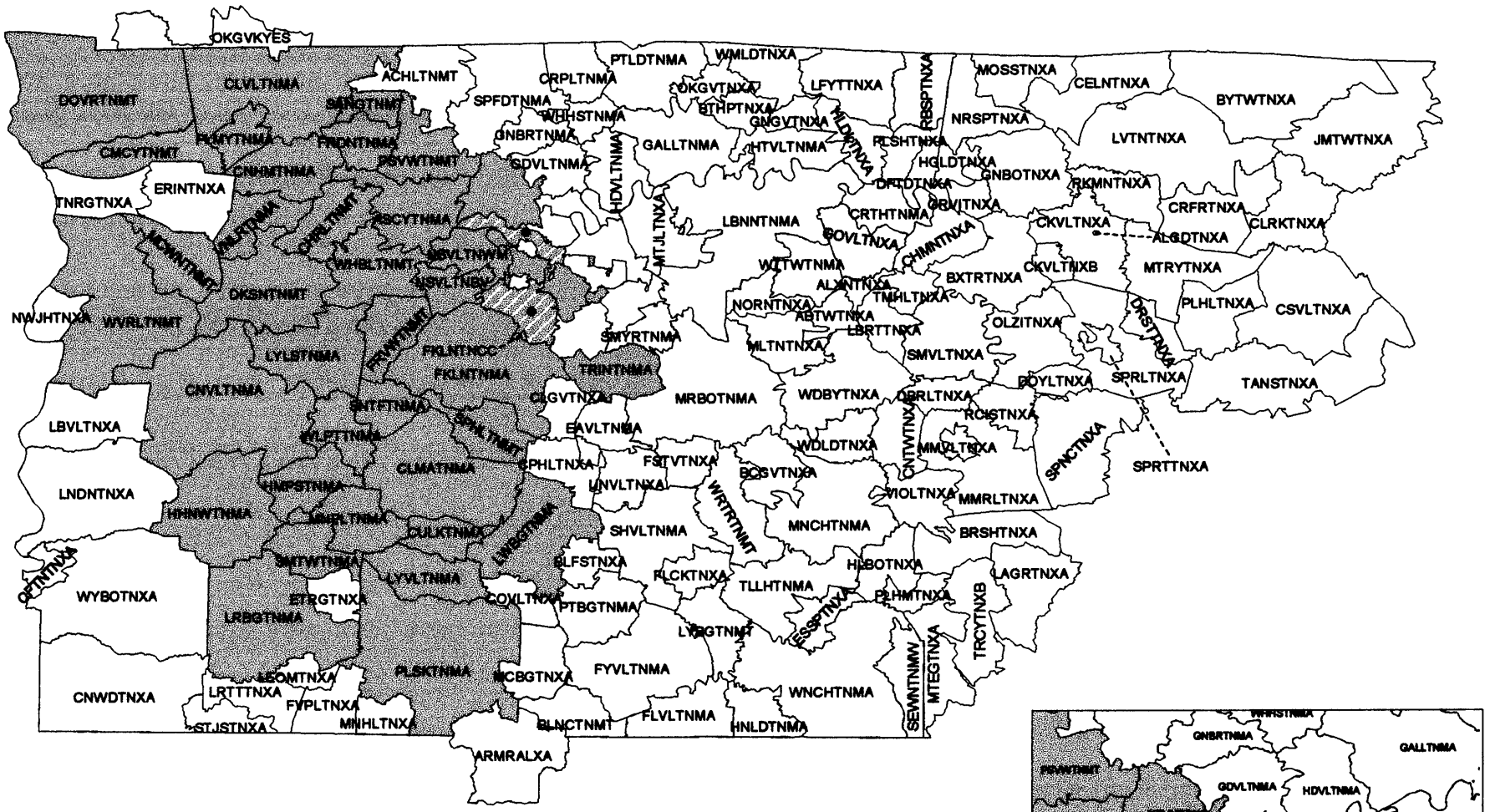
Date: 7-17-00

BellSouth Memphis LATA - Local Tandem Serving Area



Date: 7-17-00

BellSouth Nashville LATA - Access Tandem Serving Area



LEGEND

Tandem Serving Areas

- NSVLTNMT84T
- NSVLTNWM92T

- Other Nashville LATA Wire Centers
- Water
- Wire Center Boundaries
- BellSouth Tandem Location

Date: 7-17-00

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF DAVID A. COON

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 99-00948

SEPTEMBER 5, 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. ARE YOU THE SAME DAVID A. COON WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My rebuttal testimony addresses the direct testimony of Intermedia witness J. Carl Jackson, filed July 18, 2000, in the Petition for Arbitration between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc., Docket No. 99-00948. Specifically, I will respond to several issues raised by Mr. Jackson related to Issue #48 specifically regarding performance measurements and Intermedia's proposal that the Authority should adopt the Texas Plan.

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. As I previously discussed in detail, in my direct testimony, BellSouth already has a comprehensive set of performance measurements resulting from two years of exhaustive negotiations with the FCC and various CLECs in BellSouth's territory. Nowhere in his testimony did Mr. Jackson mention the fact that BellSouth has continued to modify and expand the BellSouth Service Quality Measurements, which are posted on the BellSouth web site at https://pmap.bellsouth.com, through collaborative processes in Louisiana and Florida as well as generic dockets in North Carolina and South Carolina. Nor does he mention the fact that in excess of 79 CLECs, in Tennessee alone, currently have the BellSouth SQM as part of their Interconnection Agreements. While 79 CLECs is certainly not the entire

CLEC community in Tennessee, it certainly represents a major and significant commitment to the BellSouth SQMs.

Q. WOULD YOU LIKE TO COMMENT ON MR. JACKSON'S STATEMENT ON PAGE 75 THAT "INTERMEDIA BELIEVES THAT, AS A SHORTCUT, THE TEXAS PLAN COULD BE IMPORTED INTO TENNESSEE AND APPLIED THERE"?

A. Yes I would. As I testified previously, after 2 years of exhaustive effort and over $50 million dollars devoted to the development of BellSouth's SQMs, it is not only misleading, it is inconceivable that BellSouth's SQMs would need to be replaced by the Texas Plan as a "shortcut" so that "Tennessee and its consumers can benefit from the work already carefully performed in Texas. After all, the public benefits directly from having certainty as to BellSouth's performance...", according to Mr. Jackson on page 76 of his testimony. On the contrary, BellSouth's Performance Measurements and Analysis Platform, PMAP, which collects and warehouses the SQM data and produces most of the SQM reports, has recently been nominated for the 2000 Computerworld Smithsonian Award. According to John Putnam, consulting services partner with Ernst & Young, "BellSouth's PMAP data warehouse represents an extraordinary accomplishment in transferring legacy system data elements into meaningful performance measurement information for its wholesale customers and regulators. BellSouth sets the industry standard for performance measurement data management." Mr.

Jackson has failed to produce any evidence showing that the Texas Plan is supported by any sort of a dedicated performance measurement platform much less one that has been recognized for its innovation by a nationally renowned organization such as the Smithsonian Institute.

Q. HAS INTERMEDIA DONE A DETAILED COMPARISON OF THE TEXAS PLAN, WHICH THEY PROPOSE, WITH BELLSOUTH'S SERVICE QUALITY MEASUREMENTS?

A. I am unaware of any such comparison by Intermedia. In fact, since May of 1999, Intermedia has only accessed BellSouth's SQM web site ten times, once in August 1999, once in October 1999 (neither time did they access any SQM reports), 3 times in June 2000, 4 times in July 2000 (3 times on the same day) and once in August. Certainly this demonstrates that Intermedia has not done any research and analysis to justify their claim that the BellSouth SQMs are inferior to the Texas Plan.

Q. HAS BELLSOUTH COMPARED THE TEXAS PLAN PROPOSED BY MR. JACKSON TO THE BELLSOUTH SERVICE QUALITY MEASUREMENTS?

A. Yes, attached as Rebuttal Exhibit DAC-1, is a detailed, explicit measurement by measurement comparison of the Texas performance measurements, which were

attached to Mr. Jackson's direct testimony as Jackson Exhibit 8, with BellSouth's Service Quality Measurements attached to my direct testimony as Exhibit DAC-1.

Q. WHAT DOES EXHIBIT DAC-2 DEMONSTRATE?

A. Significantly, Rebuttal Exhibit DAC-1 demonstrates that the BellSouth SQMs are very similar in content and are at least as comprehensive as the performance measurements proposed by Intermedia.

Q. ON PAGES 77-78 OF HIS TESTIMONY, MR. JACKSON STATES THAT, IN THE TEXAS PLAN, "THE PERFORMANCE MEASURES ARE CLEARLY VERY DETAILED AND HIGHLY SPECIFIC". WOULD YOU CARE TO RESPOND TO THIS STATEMENT?

A. Yes. Mr. Jackson seems to be implying that the structure of BellSouth's SQM is somehow inadequate compared to the Texas Plan. However, what he cites as fifteen (15) major categories of performance measurements (Page 77 of Mr. Jackson's direct testimony) are in actuality a combination of categories and product disaggregations. With the exception of poles, conduits and rights of way, NXX and bona fide/special request process, BellSouth's SQM covers the same general categories as the Texas Plan. Indeed a comparison of the two plans indicates that the BellSouth SQMs are as equally detailed and specific as the Texas Plan.

Q. WOULD YOU LIKE TO ADDRESS EACH OF THE THREE EXCEPTIONS LISTED ABOVE?

A. Yes. In its Memorandum Opinion and Order in FCC Docket No. 98-121, released October 13, 1998, § IV.C, ¶ 177, the FCC stated that "BellSouth has made a *prima facie* showing of compliance with the requirements set forth above (¶ 176 on poles, ducts, conduits and rights of way). BellSouth demonstrates that it utilizes a standard license agreement for access to poles, conduits, ducts and rights of way, which outlines specific terms and conditions. BellSouth also commits to inform competitors within 45 days if facilities are not available. In addition, BellSouth provides a "user's guide" to assist competitive LECs in preparing application forms, and BellSouth handles all applications on a first-come, first-served basis." Further in ¶ 179, the FCC stated that "BellSouth has shown that it has the procedures and policies in place to satisfy the requirements of this checklist item." Based on the FCC's decision, BellSouth believes that it is clearly meeting its obligations as required under the Act.

I am not aware of any complaints from Intermedia, or any other CLECs for that matter, related to BellSouth's performance regarding NXXs despite the fact that there is a high volume of activity. Any subsequent trouble reports resulting from provisioning errors on BellSouth's part would be captured in the existing SQM

trouble reports. Mr. Jackson has provided no evidence justifying the need for measurements associated with BellSouth's performance related to NXXs.

Bona Fide Requests (BFR) are a manual process in BellSouth used to respond to a CLECs request for a non-standard service or arrangement. As such, BellSouth does not believe that the BFR process is appropriate to include in a performance measurement package that addresses non-discriminatory treatment for all CLECs. Processing time varies with the complexity of the request. BellSouth does not believe that the activity level is sufficient to warrant the expenditure of resources to manually track this process. If one looks at the report, based on the Texas Plan, filed by SWBT with the FCC in conjunction with their 271 application, page 271 – No. 123-121, from February 1999 through January 2000, there were only 11 BFRs total in Texas and 6 of the 12 months had none at all.

Q. IN MR. JACKSON'S TESTIMONY ON PAGE 78, HE DISCUSSES PORTIONS OF THE TEXAS PLAN ADOPTED BY THE TENNESSEE REGULATORY AUTHORITY. WOULD YOU LIKE TO COMMENT ON THIS PORTION OF MR. JACKSON'S TESTIMONY?

A. Yes. While it is true that the Authority voted to adopt 29 additional Texas Plan measurements and remove one BellSouth measurement in the SQM, it is important to note that an Order has not yet been issued by the Authority in this matter. As I testified previously, BellSouth did not agree with the Authorities

findings and on May 22, 2000, BellSouth filed a Best and Final Offer. On August 28, 2000, BellSouth also filed a Motion for Reconsideration of the Interim Order. This Authority has not yet issued a final Order in the ITC^DeltaCom proceeding. Moreover, the Authority has requested supplemental filings from BellSouth and ITC^DeltaCom on performance measures.

Q. IN SUMMARY, WHAT DOES BELLSOUTH REQUEST THIS AUTHORITY DO?

A. As I testified previously, BellSouth requests that the 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).

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
I. RESALE POTS, RESALE SPECIALS AND UNEs **A. Pre-Ordering/Ordering**			
1. Average Response Time for OSS Pre-Order Interfaces		Average OSS Response Interval (Pre-Ordering)	**Similar measurements**
2. Percent Response received within "X" Seconds – OSS Interfaces		Percent Response received within "X" Seconds	**Similar measurements**
3. EASE Average Response Time		LENS Average Response Time	**Similar measurements**
		TAG Average Response Time	
		RNS Average Response Time	
4. OSS Interface Availability	Measures only 2 systems.	OSS Interface Availability	**Similar measurements.** BST measures 12 systems.
5. % Firm Order Confirmations Returned within specified time.	Not necessary. Another way to measure FOC timeliness as Measurement #6 below does.	Firm Order Confirmation Timeliness	**Similar measurements**
6. Average Time to Return FOC	Another way to measure FOC timeliness.	FOC Average Interval (Days)	**Similar measurements**
7. % Mechanized Completions Avail within 1 hour of completion in SORD.	Not necessary. Another way to measure Order Completion Notice timeliness as measurement #8 does. Additionally, SORD is a SBC system for which there may not be an equivalent in BellSouth.	Average Completion Notice Interval (Hours)	**Similar measurements.**. The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.
7.1. % Mech. Completions Avail within 1 day of work completion	This is a provisioning measurement. It is also duplicative of the above measurement, with the exception of 1 day time frame vs. 1 hour. There is no disaggregation provided	Average Completion Notice Interval (Hours) Another way to measure Order Completion Notice timeliness as measurement #8 does	**Similar measurements** The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
8. Average Time to Return Mechanized Completions	This is a provisioning measurement. It is also duplicative of the above two measurements except it measures an average vs. at two time points.	Average Completion Notice Interval (Hours)	**Similar measurements** The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.
9. % Rejects	There is no product disaggregation provided.	% Rejected Service Requests – Mechanized.	**Similar measurements** The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.
		% Rejected Service Requests – Non-Mechanized.	**INTERMEDIA's proposal excludes Non-Mechanized.** The BST measurement offers 8 levels of product disaggregation including comparisons to BST retail.
10. % Mech. Rejects within 1 Hour of receipt of reject in EDI/LASR	Another way to measure Reject Timeliness measurement #11 does	Reject Distribution Interval-Mechanized	**Similar measurements**
11. Mean Time to Return Mechanized Rejects	Similar to measure #10. Another way to measure reject timeliness.	Reject Distribution Interval-Mechanized	**Similar measurements**
11.1. Mean Time to Return Manual Rejects that are Received Electronically via LEX or EDI.		Reject Distribution Interval-Non Mechanized	**Similar measurements**
12. Mechanized Provisioning Accuracy	Provisioning errors would result in either Installation Trouble Reports (Meas #35, 46, 59, 89, 98) or billing adjustments as reflected in the measures below. In the NPRM, the FCC concluded ordering/provisioning errors should be measured by Installation Trouble Reports, (Docket CC 98-56, Para. 68)		

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
13. Order Process % Flow-Through		% Flow-Through Service Requests	**Similar measurements**
		% Flow Through Service Requests Detail	
		% Flow Through Error Analysis	
B. Billing			

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
14.Billing Accuracy	Not necessary. BST has a measure of Invoice Accuracy (SQM page 46) and BST conducts multiple bill audits each month. BellSouth's Invoice Accuracy measurement reflects the accuracy of the data within billing invoices that are actually delivered to the CLEC or to the BST end-user. If a billing error is identified and a bill is rejected within the current Bill Verification process (mechanism designed to correct errors before they are released) prior to delivery to the CLEC or to a BST end-user, the error is transparent to the customer. BellSouth believes that this measure is sufficient to assess the accuracy of the invoice. Large CLEC accounts typically represent the equivalent of several hundred to several thousand end-user accounts. Billing errors based on $ adjustments of revenue is a more accurate measure for billing than random sampling which would look at only a small percentage of the bills.	Invoice Accuracy Bill Auditing processes.	**Similar measurements**.

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
15. % of Accurate and Complete Formatted Mech. Bills	Duplicative of Billing Accuracy (INTERMEDIA #14). BST provides bills via EDI that are error free. If there is an out of balance situation, processes are stopped and errors are corrected before the bills go out.		
16. % of Usage Records Transmitted Correctly	Not necessary and duplicative of Billing Accuracy. (INTERMEDIA #14).	Usage Data Delivery Accuracy	**Similar measurements**
17. Billing Completeness	Not necessary. This measurement is one of service order completion not billing. The value of this measurement is not clear.		
18. Billing Timeliness (Wholesale Bill)		Mean Time to Deliver Invoices	**Similar measurements**
19. Daily Usage Feed Timeliness		Mean Time to Deliver Usage. Usage Data Delivery Timeliness	**Similar measurements**
20.Unbillable Usage	If there is an issue here, it is self correcting. It is in BST's interest to bill the CLEC for usage.		
		Usage Record Completeness	
C. Miscellaneous Administrative			
21. LSC (Local Svc. Ctr.) Average Speed of Answer		Speed of Answer in Ordering Center (LCSC)	**Similar measurements**
22. LSC Grade of Service (GOS)	Similar to 21 above. Another way to measure speed of answer.	Speed of Answer in Ordering Center (LCSC)	**Similar measurement** – in concept.

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
23. % Busy in the Local Service Center	Not necessary. Busy conditions are rare. Busy conditions, if present, would be a result of heavy calling volume which would be reflected in Speed of Answer measurement (INTERMEDIA #21).		
24. (Local Opns. Ctr.) LOC Average Speed of Answer		Average Answer Time – UNE Center	**Similar measurements**
25. LOC Grade of Service (GOS)	Similar to 21 above. Another way to measure speed of answer	Average Answer Time – UNE Center	**Similar measurements**
26. % Busy in the LOC	Not necessary. Busy conditions are rare. Busy conditions, if present, would be a result of heavy calling volume which would be reflected in Speed of Answer measurement (INTERMEDIA #24).		
		Average Answer Time – Resale Maint. Center	
II. RESALE POTS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY ILEC **A. Provisioning**			
27. Mean Installation Interval		Average Order Completion Interval	**Similar measurements**. BST provides additional product disaggregation.
28. % Installations completed within "X" Business Days-POTS	Similar to #27. Another way to measure installation interval.	Order Completion Interval Distribution	**Similar measurements**. BST provides additional product disaggregation.

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
29. % SWBT Caused Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	**Similar measurements**. BST provides additional product disaggregation.
30. % Company Missed Due Dates due to lack of Facilities	Not necessary. % Company Missed DD due to facilities is included in the % Company Caused Missed DD (#29). This is just a drill down of #29. The more critical issue is .."Did BellSouth miss the Due Date for ANY reason?" That is measured by #29.	% Missed Installation Appointments. Mean Held Order Interval - Held for Facilities	**Similar measurements**. BST provides additional product disaggregation.
31. Ave. Delay Days for Missed DD due to lack of Fac.	Not a critical measurement. While it is available in BST's SQM, it is simply a reason by reason drill-down of Delay Days for Missed Due Dates #32.	Mean Held Order Interval - Held for Facilities	**Similar measurements**. BST provides additional product disaggregation.
32. Average Delay Days for SWBT Missed Due Dates		Mean Held Order Interval	**Similar measurements**. BST provides additional product disaggregation.
33. % SWBT Caused Missed Due Dates > 30 Days	Somewhat duplicative of measures 29 and 32.	Mean Held Order Interval	**Similar measurements**
34. # of Orders canceled after the DD caused by SWBT	Not necessary and prone to misunderstanding. Not all cancellations after ILEC caused misses are attributable to the ILEC. The key, end-user affecting, measurement is #29 – Company Caused Missed Due Dates.		
35. % Trouble Reports within 10 Days (1-10) of Installation		% Provisioning Troubles within 30 days	**Similar measurements**

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
36. % No Access (Service Orders with No Access)	Another way to measure Company Caused Missed Due Dates (INTERMEDIA #29).	% Missed Installation Appointments – end user caused	**Similar measurements**
		Held Order Interval Distribution	
		Mean Held Order Interval - Held for Equipment	
		Mean Held Order Interval - Held for Other	
		% of Orders in Jeopardy	
		Average Jeopardy Notification Interval	
B. Maintenance			
37. Trouble Report Rate	No separation between troubles requiring a dispatch vs. non-dispatch. Product disaggregation is POTS – Res, POTS Bus and UNE Combo.	Customer Trouble Report Rate	**Similar measurements.** BST measurement provides additional disaggregation of troubles requiring dispatch and non-dispatch; product disaggregation is Resale Res, Resale Bus, Resale Design, UNE Design, UNE-Non Design.
38. % Missed Repair Commitments	Product disaggregation is POTS – Res, POTS Bus and UNE Combo.	% Missed Repair Appointments	**Similar measurements** BST product disaggregation is Resale Res, Resale Bus, Resale Design, UNE Design, UNE-Non Design.
39. Receipt to Clear Duration	Product disaggregation is POTS – Res, POTS Bus and UNE Combo.	Maintenance Average Duration	**Similar measurements** BST product disaggregation is Resale Res, Resale Bus, Resale Design, UNE

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
40. % Out of Service (OOS) < 24 Hours	No separation between troubles requiring a dispatch vs. non-dispatch. Product disaggregation is POTS – Res, POTS Bus and UNE Combo.	% Out of Service (OOS) > 24 Hours	**Similar measurements.** BST measurement provides additional disaggregation of troubles requiring dispatch and non-dispatch. The inverse. BST product disaggregation is Resale Res, Resale Bus, Resale Design, UNE
41. % Repeat Reports in 10 days	No separation between troubles requiring a dispatch vs. non-dispatch. Product disaggregation is POTS	% Repeat Troubles within 30 Days	**Similar measurements.** BST measurement provides additional disaggregation of troubles requiring dispatch and non-dispatch. The 30 day window is a more stringent measurement of repeat reports.
42. % No Access (% of Trouble Reports with No Access)	This is a measurement of CLEC and end-user miscommunication		
III. RESALE SPECIALS AND UNE LOOP AND PORT COMBINATIONS COMBINED BY ILEC **A. Provisioning**			
43. Average Installation Interval		Average Order Completion Interval	**Similar measurements**
44. % Installations completed within 20 Business Days	Similar to #43. Another way to measure installation interval.	Order Completion Interval Distribution	**Similar measurements**
45. % SWBT Caused Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	**Similar measurements**
46. % Trouble Reports within 30 Days (1-30) of Installation		% Provisioning Troubles within 30 days	**Similar measurements**

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
47. % Company Missed Due Dates due to lack of Facilities	Not necessary. % Company Missed DD due to facilities is included in the % Company Caused missed DD (#45). This is just a drill down of #45. The more critical issue is .."Did BellSouth miss the Due Date for ANY reason?" That is measured by #45.	% Missed Installation Appointments. Mean Held Order Interval - Held for Facilities	**Similar measurements**
48. Delay Days for Missed DDs due to lack of Facilities	Not a critical measurement. While it is available in BST's SQM Mean Held Order Interval) it is simply a reason by reason drill-down of Delay Days for Missed Due Dates.	Mean Held Order Interval - Held for Facilities	**Similar measurements**
49. Delay Days for SWBT Missed Due Dates		Mean Held Order Interval	**Similar measurements**
50. % SWBT Caused Missed Due Dates > than 30 Days	Somewhat duplicative of measures 45 and 49.	Mean Held Order Interval	**Similar measurements**
51. # of Orders canceled after the DD caused by SWBT	Not necessary and prone to misunderstanding. Not all cancellations after ILEC caused misses are attributable to the ILEC. The key, end-user affecting, measurement is #29 – Company Caused Missed Due Dates.		
		Held Order Interval Distribution	
		Mean Held Order Interval - Held for Equipment	
		Mean Held Order Interval - Held for Other	
		% of Orders in Jeopardy	

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
		Average Jeopardy Notification Interval	
B. Maintenance			
52. Mean Time to Restore		Maintenance Average Duration	**Similar measurements**
53. % Repeat Reports		% Repeat Troubles within 30 Days	**Similar measurements**
54. Failure Frequency		Customer Trouble Report Rate	**Similar measurements**
		% Missed Repair Appointments	
		% Out of Service (OOS) > 24 Hours	
IV. UNBUNDLED NETWORK ELEMENTS (UNEs) **A. Provisioning**			
55. Average Installation Interval		Average Order Completion Interval	**Similar measurements**
55.1. Average Installation Interval – DSL		Average Order Completion Interval	**Similar measurements** – DSL is included with the UNE Design category.
55.2. Average Installation Interval for Loop with LNP		Total Service Order Cycle Time for UNE Design, Non Design and Total Service Order Cycle Time for LNP.	**Similar measurements.**
56. % Installations completed within "X" Business Days	Similar to #55. Another way to measure installation interval.	Total Service Order Cycle Time Distribution for UNE Design, Non Design and Total Service Order Cycle Time Distribution for LNP.	**Similar measurements** The % completion can be derived from the Completion Interval Distribution details.
56.1. % Installations completed within industry guidelines for LNP with Loop	Similar to #55.2. Another way to measure installation interval.	Total Service Order Cycle Time Distribution for UNE Design, Non Design and Total Service Order Cycle Time Distribution for LNP.	**Similar measurements**. The % completion can be derived from the Completion Interval Distribution details.
57. Average Response Time for Loop Make-Up Information	Loop makeup information is one step of the ordering process and the time for loop makeup is included in FOC timeliness.		

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
58. % SWBT Caused Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	**Similar measurements**.
59. % Trouble Reports within 30 Days (1-30) of Installation		% Provisioning Troubles within 30 days	**Similar measurements**.
60. % Missed Due Dates due to lack of Facilities	Not necessary. % Missed DD due to facilities is included in the % Company Caused missed DD (#58). This is just a drill down of #58. The more critical issue is .."Did BellSouth miss the Due Date for ANY reason?" That is measured by #58.	% Missed Installation Appointments. Mean Held Order Interval - Held for Facilities	**Similar measurements**.
61. Ave. Delay Days for Missed DDs due to lack of Facilities	Not a critical measurement. While it is available in BST's SQM, it is simply a reason by reason drill-down of Delay Days for Missed Due Dates #62.	Mean Held Order Interval - Held for Facilities	**Similar measurements**.
62. Ave. Delay Days for SWBT Missed Due Dates		Mean Held Order Interval	**Similar measurements**.
63. % SWBT Caused Missed Due Dates > than 30 Days	Somewhat duplicative of measures 58 and 62.	Mean Held Order Interval	**Similar measurements** in concept.
64. # of Orders canceled after the DD caused by SWBT	Not necessary and prone to misunderstanding. Not all cancellations after ILEC caused misses are attributable to the ILEC. The key, end-user affecting, measurement is #58 – Company Caused Missed Due Dates.		
		Held Order Interval Distribution	

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
		Mean Held Order Interval - Held for Equipment	
		Mean Held Order Interval - Held for Other	
		% of Orders in Jeopardy	
		Average Jeopardy Notification Interval	
B. Maintenance			
65. Trouble Report Rate		Customer Trouble Report Rate	**Similar measurements**.
66. % Missed Repair Commitments		% Missed Repair Appointments	**Similar measurements**.
67. Mean Time to Restore		Maintenance Average Duration	**Similar measurements**.
68. % Out of Service (OOS) < X Hours		% Out of Service (OOS) > 24 Hours	**Similar measurements**. The inverse.
69. % Repeat Reports		% Repeat Troubles within 30 Days	**Similar measurements**.
V. INTERCONNECTION TRUNKS			
70. % Trunk Blockage		Trunk Group Service Summary which individually tabulates local trunk groups and common transport groups.	**Similar measurements**.
70.1. Count of Blocked calls excluded from % of Trunk Blockage	This measurement is not clear and would not appear to be critical.		
71. Common Transport Trunk Blockage		Trunk Group Service Summary which individually tabulates local trunk groups and common transport groups.	**Similar measurements**.
72. Distribution of Common Transport Trunk Groups Exceeding 2% / 1%		Trunk Group Service Summary which individually tabulates local trunk groups and common transport groups. Trunk Group Service Detail.	**Similar measurements**.

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
73. Percent Missed Due Dates		% Missed Installation Appointments less % Missed Installation Appts Caused by End User.	**Similar measurements**.
74. Average Delay Days for Missed Due Dates		Mean Held Order Interval	**Similar measurements**.
75. % SWBT Caused Missed Due Dates > 30 Days	Somewhat duplicative of measures 73 and 74.	Mean Held Order Interval	**Similar measurements**.
76. Average Trunk Restoration Interval		Maintenance Average Duration	**Similar measurements**.
77. Average Trunk Restoration Interval for Service Affecting Trunk Groups	This is a drill down of measurement #76. It is not clear if this includes CLEC originating groups. BST does not control these groups.		
78. Average Interconnection Trunk Installation Interval		Average Order Completion Interval	**Similar measurements**.
		Order Completion Interval Distribution	
		% of Orders in Jeopardy	
		Average Jeopardy Notification Interval	
		% Provisioning Troubles within 30 days	
		Customer Trouble Report Rate	
		% Missed Repair Appointments	
		% Repeat Troubles within 30 Days	
		% Out of Service (OOS) > 24 Hours	
VI. DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)			

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
79. Directory Assistance Grade of Service	Similar to #80. Another way to measure speed of answer.	Directory Assistance Average Speed of Answer	**Similar measurements**.
80. Directory Assistance Average Speed of Answer	Not necessary for detection of Non-Discriminatory Access because all calls from CLEC and BellSouth retail customers go to the same operator pool. However the FCC and state commissions have ruled that this is a required measurement.	% Answered within "X" Seconds	**Similar measurements**.
81. Operator Services Grade of Service	Similar to #82 Another way to measure speed of answer.	Operator Services (Toll) Average Speed of Answer	**Similar measurements**.
82. Operator Services Average Speed of Answer	Not necessary for detection of Non-Discriminatory Access because all calls from CLEC and BellSouth retail customers go to the same operator pool. However the FCC and state commissions have ruled that this is a required measurement.	% Answered within "X" Seconds	**Similar measurements**
83. % Calls Abandoned	Not necessary for detection of Non-Discriminatory Access because all calls from CLEC and BellSouth retail customers go to the same operator pool.		
84. % Calls Deflected	Not necessary for detection of Non-Discriminatory Access because all calls from CLEC and BellSouth retail customers go to the same operator pool.		

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
85. Average Work Time	Not necessary for detection of Non-Discriminatory Access because all calls from CLEC and BellSouth retail customers go to the same operator pool. Additionally Average Work Time is an internal efficiency measurement that should not be a concern of CLECs.		
86. Non-Call Busy Work Volumes	Not necessary for detection of Non-Discriminatory Access because all calls from CLEC and BellSouth retail customers go to the same operator pool.		
VII. INTERIM NUMBER PORTABILITY (INP)			
87. % Installation Completed within X (3,7,10) Bus. Days	Another way to measure Installation Interval as Measurement #88 does. CLEC ordering of INP is relatively small since metro areas have converted to LNP.	Order Completion Interval Distribution. INP is included with UNE Design or UNE-Non-Design.	**Similar measurements**
88. Average INP Installation Interval	CLEC ordering of INP is relatively small since metro areas have converted to LNP.	Average Order Completion Interval. INP is included with UNE Design or UNE-Non-Design.	**Similar measurements**
89. % INP I-Reports within 30 Days	CLEC ordering of INP is relatively small since metro areas have converted to LNP.	% Provisioning Troubles within 30 days. INP is included with UNE Design or UNE-Non-Design.	**Similar measurements**
90. % Missed Due Dates		% Missed Installation Appointments. INP is included with UNE Design or UNE-Non-Design.	**Similar measurements**

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
		Mean Held Order Interval. INP is included with UNE Design or UNE-Non-Design.	
		Held Order Interval Distribution. INP is included with UNE Design or UNE-Non-Design.	
VII. LOCAL NUMBER PORTABILITY (LNP)			
91. % LNP Due Dates within Industry Guidelines		Order Completion Interval Distribution	**Similar measurements** The % completion can be derived from the Completion Interval Distribution details.
92. % of time the old Service Provider releases Subscription prior to the expiration of the second 9 hour timer	This is a diagnostic measurement of the number porting process. The key end-user affecting measurement is % Installation Appointments Met / % Company Caused Missed Due Dates.		
93. % of Customer account restructured prior to LNP due date	This is a diagnostic measurement of the number porting process. The key end-user affecting measurement is % Installation Appointments Met / % Company Caused Missed Due Dates.		
94. % FOCs received within "X" hours		Firm Order Confirmation Timeliness	**Similar measurements**
95. Average Response Time for Non-mechanized Rejects Returned with complete and accurate codes			
96. % Premature Disconnects for LNP Orders	BellSouth will not issue disconnect until activate msg is received from NPAC.		

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
97. % of Time SWBT applies the 10-digit trigger prior to the LNP Order Due Date		Percent Missed Installation Appointments and % Provisioning Troubles within 30 days.	**Similar measurements.** Failures in processing trigger order would result in Provisioning Trouble Reports and Missed Installation Appointments.
98. % LNP I-Reports in 10 days		% Provisioning Troubles within 30 days.	**Similar measurements.** Once the number has been ported, the primary responsibility for handling installation troubles would be between the CLEC and NPAC. However BST would be responsible for insuring that the ported number had been treated properly in the 'from' BST central office. Failures would result in Provisioning Trouble Reports where LNP is separately reported category.
99. Average Delay Days for SWBT Missed Due Dates		Percent Missed Installation Appointments; Total Service Order Cycle Time	When taken together, these two BellSouth measurements address the intent of the SWBT measurement.
100. Average Time of Out of Service for LNP conversions		Coordinated Customer Conversions.	**Similar measurements.**
101. % Out of Service < 60 Minutes		Coordinated Customer Conversions.	**Similar measurements.**
		% Rejected Service Requests	
		Reject Distribution Interval- non-mechanized	
		% Flow Through Service Requests (Summary)	
		% Flow Through Service Requests (Detail)	

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
		Average Disconnect Timeliness Interval.	
		Disconnect Timeliness Interval Distribution.	
VIII. 911			
102. Average Time to Clear Errors	Not necessary. Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users' E911 updates.		
103. % Accuracy for 911 database updates	Not necessary. Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users' E911 updates.	% E911 Accuracy	**Similar Measurements.**
104. Average Time Required to Update 911 Database	Not necessary. Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users' E911 updates.	E911 Timeliness (% within 24 hours)	**Similar Measurements.**
		E911 Mean Interval and Interval Distribution	Parity by design. Both BST retail and CLEC resale updates are processed by third party. CLECs who serve end-users from a CLEC switch handle their end-users E911 updates.

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
IX. POLES, CONDUIT AND RIGHTS OF WAY			
105. % of requests processed within 35 days	Not necessary. This is not a critical measurement. In Louisiana – II, the FCC determined that BellSouth is in compliance with this check list item. CC Docket 98-121, Executive Summary and Para 174.		
106. Average Days required to Process a Request	Not necessary. This is not a critical measurement. In Louisiana – II, the FCC determined that BellSouth is in compliance with this check list item. CC Docket 98-121, Executive Summary and Para 174.		
X. COLLOCATION			
107. % Missed Collocation Due Dates		% of Due Dates Missed	**Similar measurements**.
108. Average Delay Days for SWBT Missed Due Dates		% of Due Dates Missed. Average Arrangement Time	**Similar measurements** when viewed together.
109. % of Requests processed within the tariffed timelines		Average Response Time	**Similar measurements**.
XI. DIRECTORY ASSISTANCE DATABASE			
110. % of updates completed into the DA Database within 72 hours for facility based CLECs	Not necessary. In BellSouth this is parity by Design – Directory database updates from retail and wholesale customers are processed in the same batch file.		

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

INTERMEDIA Proposal *A blank cell indicates no comparable measurement to BST existing SQM*	**Comments on INTERMEDIA Proposal**	**BST Existing Service Quality Measurements.** *A blank cell indicates no comparable measurement to INTERMEDIA proposal.*	**Comments on comparison of INTERMEDIA and BST measurements**
111. Average Update Interval for DA database for facility based CLECs	Not necessary. In BellSouth this is parity by Design – Directory database updates from retail and wholesale customers are processed in the same batch file.		
112. % DA Database Accuracy for Manual Updates	Not necessary. In BellSouth this is parity by Design – Directory database updates from retail and wholesale customers are processed in the same batch file.		
113. % of electronic updates that flow through the DSR without manual intervention.	Not necessary. In BellSouth this is parity by Design – Directory database updates from retail and wholesale customers are processed in the same batch file. In addition, this process may not be applicable in BellSouth.		
XII. COORDINATED CONVERSIONS			
114. % Pre-mature disconnects (Coordinated Cutovers)			
115. % SWBT caused delayed Coordinated Cutovers	Not a critical measurement and not necessary. Would be reflected in Customer Coordinated Conversion intervals (SQM Page 28)		
116. % Missed mechanized INP conversions	Not necessary. Since the implementation of LNP, there is very little INP activity.		
		Average Cutover Interval	
		%Conversions in 5 Minutes	

Comparison of INTERMEDIA's proposed measurements to Service Quality Measurements currently published by BellSouth

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		%Conversions between 5 and 15 Minutes	
		%Conversions > 15 Minutes	
XIII. NXX			
117. % NXXs loaded and tested prior to the LERG effective date.	This is not an important measurement based on no complaints despite a high volume of activity.		
118. Average Delay Days for NXX loading and testing	This is not an important measurement based on no complaints despite a high volume of activity.		
119. Mean Time to Repair	This is not an important measurement based on no complaints despite a high volume of activity.		
XIV. BONA FIDE REQUEST PROCESS (BFRs)			
120. % of Requests processed within 30 Business Days	Not necessary due to low volumes. Between Jan and Sept 1999, only 48 BFRs have been received from all CLECs in all 9 states.		
121. % Quotes Provided for Authorized BFRs within X(10,30,90) business days	Not necessary due to low volumes. Between Jan and Sept 1999, only 48 BFRs have been received from all CLECs in all 9 states.		
Misc. Maintenance OSS			
		OSS Interface Availability	
		OSS Response Interval & Percentages	

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