

CASE

NUMBER:

99-218



BellSouth Telecommunications, Inc. 502 582-8219
 P. O. Box 32410 Fax 502 582-1573
 Louisville, Kentucky 40232 Internet
 or Creighton.E.Mershon@bridge.bellsouth.com

Creighton E. Mershon, Sr.
 General Counsel - Kentucky

BellSouth Telecommunications, Inc.
 601 West Chestnut Street, Room 407
 Louisville, Kentucky 40203

October 12, 1999

RECEIVED
 OCT 13 1999
 PUBLIC SERVICE
 COMMISSION

Helen C. Helton
 Executive Director
 Public Service Commission
 730 Schenkel Lane
 P. O. Box 615
 Frankfort, KY 40602

Re: Petition by ICG Telecom Group, Inc. for Arbitration of
 an Interconnection Agreement with BellSouth
 Telecommunications, Inc. pursuant to Section 252(b) of
 the Telecommunications Act of 1996
 PSC 99-218

Dear Helen:

Enclosed for filing in the above-captioned case are the
 original and ten (10) copies of BellSouth Telecommunications,
 Inc.'s Responses to ICG Telecom Group, Inc.'s Data Requests to
 BellSouth Telecommunications, Inc. filed September 29, 1999.

Sincerely,

Creighton E. Mershon, Sr.

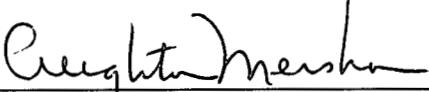
Enclosures

cc: Parties of Record

182157

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 12th day of October 1999.



Creighton E. Mershon, Sr.

SERVICE LIST - PSC 99-218

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REQUEST: Does BellSouth serve its ISP customers from intrastate or interstate tariffs? Specify the tariff rates and references under which charges to ISP customers are currently made. If BellSouth has changed its policy or practice in this regard in the past three years, please state when it was changed and describe the change in detail.

RESPONSE: As mandated by the FCC, BellSouth serves and bills its ISP customers from intrastate tariffs. BellSouth's compliance with the FCC and state Commission billing requirements is not discretionary and in no way manifests an intent by BellSouth as to the reciprocal compensation provisions of the interconnection agreement. In short, ISP traffic is an interstate service billed at local rates at the insistence of the FCC.

BellSouth, by FCC Order, permits ISPs to pay business line rates for ISP traffic, instead of the interstate access rates that BellSouth would normally bill. In its First Report and Order, *In the Matter of Access Charge Reform*, CC Docket No. 96-262 (May 16, 1997), the FCC noted that:

As a result of the decisions the Commission made in the Access Charge Reconsideration Order, ISPs may purchase services from incumbent LECs under the same intrastate tariffs available to end users. ISPs may pay business line rates and the appropriate subscriber line charge, rather than interstate access rates, even for calls that appear to traverse state boundaries.

First Report and Order, *In the Matter of Access Charge Reform*, at ¶ 342. BellSouth's tariff rates are public information and can be found at BellSouth's website at www.bellsouth.com.

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REQUEST: Does BellSouth count revenues and expenses associated with its services to ISP customers as intrastate or interstate revenues and expenses for separations and ARMIS reporting purposes? If BellSouth has changed its policy or practice in this regard in the past three years, please state when it was changed and describe the change in detail.

RESPONSE: The separations process is governed by Part 36 of the FCC rules, which BellSouth is required to follow. BellSouth's compliance with FCC rules is not discretionary and in no way manifests an intent by BellSouth as to the reciprocal compensation provisions of the interconnection agreement. Despite ruling that ISP traffic is interstate, the FCC in its recent Order directed local exchange carriers to continue to record ISP traffic as intrastate until it concludes its rulemaking regarding inter-carrier compensation.

For ARMIS purposes (43-01 and 43-04 Reports), BellSouth reported minutes-of-use, costs and revenues for dial-up traffic between ISP's and other end-users to the intrastate jurisdiction. The jurisdictional assignment of revenues and corresponding minutes-of-use follow the tariffs for those services. Costs allocated in accordance with the FCC Part 36 rules based on traffic usage follow the minutes-of-use assignment. Other costs, such as subscriber line costs, are reported in ARMIS 43-01 and 43-04 based upon the Basic Allocation Factor or direct assignment to the appropriate jurisdiction.

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REQUEST: Does BellSouth meter or otherwise segregate ISP-bound traffic from local traffic that is not ISP-bound for purposes of reciprocal compensation or for any other purpose? If BellSouth has changed its policy or practice in this regard in the past three years, please state when it was changed and describe the change in detail.

RESPONSE: Yes. In September, 1997 BellSouth updated the Carrier Access Billing System to identify all calls bound for ISP telephone numbers and not bill any rate elements associated with those calls. In response to CLEC requests, CABS was revised again in September, 1998 to specifically detail the ISP traffic on the interstate portion of the bills to show the CLECs the minutes of use for which they would not be billed.

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REQUEST: When a BellSouth telephone exchange customer calls an ISP within that caller's local calling area, does BellSouth bill the call as a local call pursuant to its intrastate tariffs or as a long distance call pursuant to interstate tariffs?

RESPONSE: BellSouth treats that call to an ISP as an interstate ISP-bound call. Because the FCC has afforded ISP calls a unique status, they are exempt from access charges, which are assessed pursuant to interstate tariffs. Section 3 of BellSouth's interstate access tariff addresses this exemption in reference to the Carrier Common Line charge, which is an access charge. BellSouth has not changed this policy in the last three years.

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REQUEST: Under what circumstances do BellSouth telephone exchange customers in Kentucky calling BellSouth-served ISPs dial each of the following number patterns:

- a. 7 digit number
- b. 1 plus a 7 digit number
- c. 10 digit number
- d. 1 plus a 10 digit number

RESPONSE:

- a. BellSouth customers in a local calling area reach an ISP, who has a local telephone number, by dialing 7 digits.
- b. 1 plus 7 digit dialing is not allowed in Kentucky.
- c. Local calling on a 10 digit basis is not allowed in Kentucky.
- d. The only circumstance where BellSouth customers would have to dial 1 plus 10 digits to reach an ISP would be when the ISP does not have a local telephone number at which they can be reached

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9. The above estimated ISP minutes of use are then put in dispute with the CLEC involved, and the Interconnection Purchasing Center (IPC) pays the balance of the invoice.
10. This estimation process is subject to the CLEC providing factual ISP usage information to BellSouth and having BellSouth true up the invoiced dollars.

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REQUEST: Describe the mechanism, if any, on which BellSouth relies to identify ISP-bound calls.

RESPONSE: See the attached document.

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BST ISP MOU Estimation Process
(July 24, 1998)

Estimation of ISP minutes of use are based on the following.

1. All calls originating from BellSouth Telecommunications (BST), terminating to a CLEC, are recorded in each BST central office, this data is collected via ETCS (Electronic Toll Collection System) and sent to ALPHA for processing. Alpha is the front end processing for all Automatic Message Accounting (AMA) data.
2. This data is stored in the 12 TSO (RAO) sites (e.g., State, except Florida, where there are three sites and Georgia two sites).
3. These sites store this data by OCN, NPA, NXX, Call type, Message date, number of messages, and minutes of use.
4. This data is then sorted (via DB2 Queries) to extract Local and IntraLata Toll calls by the groupings listed above. As a function of the query, a calculation of call message hold times (i.e., Total MOU/Total Messages) yields an average call holding time.
5. BellSouth has attempted to obtain a list of ISP access numbers from all sources. It has only been able to obtain a fraction of such access numbers. The CLEC's disagree with the basic premise that ISP minutes of use are interstate in jurisdiction. However, with the ISP access numbers it possesses, BellSouth determines the number of known ISP MOUs and uses the process in steps 6, 7 and 8 to estimate the remainder.
6. From external industry and internal BST studies, it was determined that the average holding times for ISP and Local/IntraLata messages were 20 minutes and 3-4 minutes respectively.
7. The Company then made the assumption, based on the above industry standard, that where the average call hold time for a CLEC is 15 minutes or greater by NPA/NXX, this would be considered a reasonable cutoff for "estimated ISP minutes of use".
8. A summation of all minutes of use for each NPA/NXX is calculated, and is then divided by the total messages for that NPA/NXX to determine those that meet the 15 minute criteria. The result is the total minutes of use that BST estimates terminate to an ISP.

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REQUEST: How many of BellSouth's customers in Kentucky that are not telecommunications carriers are ISPs?

RESPONSE: None. For more than 30 years, since data carriers began to emerge, the FCC has regulated data carriers as interstate carriers. However, these carriers were allowed to collect traffic at business rates. When access charges were established in the early 1980s, the FCC confirmed that these carriers, i.e., ESPs/ISPs, used access service, but ESPs/ISPs received an exemption from regular access charges and were allowed to continue collecting traffic for the price of business service. This exemption, i.e., the decision to treat ESPs/ISPs as end users for access charge purposes, does not change the fact that they are interstate carriers.

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REQUEST: How many of BellSouth's customers in Kentucky are both telecommunications carriers and ISPs?

RESPONSE: BellSouth has approximately an estimated 30 ISP carriers in Kentucky.

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REQUEST: Please provide a description of BellSouth's success in marketing its services to ISPs in Kentucky. More specifically, please populate the following table with the required information:

(As of year end)	1995	1996	1997	1998
Number of ISPs served by BellSouth:				
Number of ISPs served using business lines:				
Number of ISPs served using PBX trunks:				
Number of ISPs served using intrastate private line services:				
Number of ISPs served using intrastate special access services:				
Number of ISPs served using interstate private line services:				
Number of ISPs served using interstate special access services:				
Number of ISPs served by other means (explain):				

RESPONSE: BellSouth objects to this Interrogatory on the grounds that it seeks information that is not relevant to this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, BellSouth states that it has approximately 30 ISP carriers in Kentucky.

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by BellSouth directly to ISPs (*i.e.*, excluding traffic delivered to other telecommunications carriers for retransmission to ISPs) during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: The information requested is not readily available.

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by BellSouth to other telecommunications carriers for retransmission to ISPs during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE : 1998 MOUs delivered to CLECs for service to ISP providers in Kentucky are 733,123,841 MOUs.

a. 1999 MOUs delivered to CLECs for service to ISP providers in Kentucky are 1,145,464,162 MOUs. This is YTD through August.

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered to BellSouth by other telecommunications carriers for retransmission to ISPs during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: BellSouth objects to the term "retransmission". Subject to and without waiving this objection, the number of minutes of use (MOUs) delivered to BellSouth by other telecommunications carriers bound for ISPs served by BellSouth is as follows:

1998 (Data only available for November and December) - 2,332,498
1999 (Data Through August 31, 1999) - 9,247,610

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- REQUEST: Provide the total number of minutes of use (MOUs) originated on BellSouth's Kentucky network in 1998 that were classified as intrastate for jurisdictional reporting purposes.
- a. Provide the same information for 1999 year to date, specifying the end date of such period.
 - b. For each of the same periods, provide the number of MOUs included in your response to this Interrogatory for which BellSouth billed intrastate switched access charges.

- RESPONSE: The separations process utilizes total minutes, originating plus terminating, therefore the data requested is not available.
- a) The separations process utilizes total minutes, originating plus terminating, therefore the data requested is not available.
 - b) The number of MOUs for which BellSouth billed intrastate switched access charges is as follows:

1998 - 724,902,837
1999 - 637,249,855 (through August 31, 1999)

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REQUEST: Provide the total number of minutes of use delivered to end users (including ISPs) on BellSouth's Kentucky network in 1998 that were classified as intrastate for jurisdictional reporting purposes.

- a. Provide the same information for 1999 year to date, specifying the end date of such period.
- b. For each of the same periods, provide the number of MOUs included in your response to this Interrogatory for which BellSouth billed intrastate switched access charges.

RESPONSE: The separations process utilizes total minutes, originating plus terminating, therefore the data requested is not available.

- a) The separations process utilizes total minutes, originating plus terminating, therefore the data requested is not available.
- b) The number of MOUs for which BellSouth billed intrastate switched access charges is as follows:

1998 - 940,326,514

1999 - 700,650,792 (through August 31, 1999)

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REQUEST: Please provide a description of BellSouth's access line growth over the past four years. More specifically, please populate the following table with the required information:

Current # of Access Lines served by BellSouth:	1995	1996	1997	1998
Residential				
Business				

RESPONSE: As shown below:

Current # of Access Lines served by BellSouth:	1995	1996	1997	1998
Residential	808,157	822,735	845,099	866,357
Business	265,494	291,137	303,126	321,028

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REQUEST: Please provide a description of BellSouth's success in marketing second access lines to residential customers. More specifically, please populate the following table with the required data:

	1995	1996	1997	1998
Number of Residential Customers Purchasing a Second Access Line from BellSouth				
Percentage of All BellSouth Residential Customers Purchasing a Second Access Line				
Number of Residential Customers Purchasing a Third Access Line from BellSouth				
Percentage of All BellSouth Residential Customers Purchasing a Third Access Line				

RESPONSE: BellSouth does not maintain data regarding additional lines at the level of detail specified in ICG's request. The information following is provided:

	1995	1996	1997	1998
# of Residential Customers	776,553	782,450	794,003	804,123
# of Residential Customers Purchasing Additional Lines From BellSouth	31,604	40,285	51,096	62,834
% of All Residential Customers Purchasing Additional Lines	4.1%	5.1%	6.4%	7.8%

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REQUEST: Does BellSouth allow ISPs that are not CLECs to collocate their equipment in BellSouth central offices? If the answer to this question is anything other than an unequivocal "No," please identify the ISP providers that are currently collocated in BellSouth central offices, including the BellSouth central offices that currently house collocation arrangements between BellSouth and ISPs.

RESPONSE: No.

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REQUEST: Please state whether BellSouth will provide ICG the packet-switching network elements identified in Issue 3 of ICG's Petition for Arbitration.

RESPONSE: BellSouth has agreed to provide the packet-switching capabilities identified in Issue 3 of ICG's Petition for Arbitration at rates proposed by BellSouth pending the FCC issuing a final non-appealable order on rule 51.319.

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REQUEST: Has any telecommunications carrier, other than ICG, requested that BellSouth provide any of these packet-switching network elements? If the answer is yes, has BellSouth refused to provide those network elements to such requesting carriers? If the answer is no, please state which packet-switching network elements have been provided, to which carriers, and subject to what terms and conditions, if any.

RESPONSE: Other CLECs have requested similar packet-switching unbundled network elements. BellSouth has agreed to provide the requested packet-switching capabilities pending the FCC issuing a final non-appealable order on rule 51.319.

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- REQUEST:** With respect to the provision of DS-3, OC-3, OC-12, and OC-48 entrance facilities, please provide the following information:
- a. Will BellSouth provide ICG with each of the foregoing types of entrance facilities as unbundled network elements? If not, please identify the type of facility and explain why BellSouth will not provide that entrance facility as an unbundled network element.
 - b. Has any telecommunications carrier requested BellSouth to provide these types of entrance facilities as unbundled network elements? If so, identify each carrier, the type of facility requested, and state BellSouth's response.
 - c. Have cost-based rates been established for these types of entrance facilities as unbundled network elements? If so, please identify and describe those rates.
 - d. If cost-based rates have not been established for these types of entrance facilities as unbundled network elements, please explain why not.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

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REQUEST: Please provide the following information concerning OC-3, OC-12 and OC-48 transport:

- a. Will BellSouth provide OC-3, OC-12 and OC-48 interoffice transport as unbundled network elements? If not, please identify the type of transport and explain why BellSouth will not provide that type of transport as an unbundled network element.
- b. Has any telecommunications carrier requested BellSouth to provide these types of transport as unbundled network elements? If so, identify each carrier, the type of transport requested, and state BellSouth's response.
- c. Have cost-based rates been established for these types of transport as unbundled network elements? If so, please identify and describe those rates.
- d. If cost-based rates have not been established for these types of transport as unbundled network elements, please explain why not.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

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- REQUEST: Please provide the following information concerning channelization and/or multiplexing required to convert: (i) voice-grade unbundled loops (DS-0) to DS-1 level for connection with the ICG and/or other telecommunications carrier transport and (ii) DS-1 unbundled loops to DS-3 level for connection with the ICG and/or other telecommunications transport:
- a. Will BellSouth provide ICG with channelization and/or multiplexing required to convert: (i) voice-grade unbundled loops (DS-0) to DS-1 level for connection with the ICG and/or other telecommunications carrier transport and (ii) DS-1 unbundled loops to DS-3 level for connection with the ICG and/or other telecommunications transport as unbundled network elements? If not, please explain why not.
 - b. Has any telecommunications carrier requested BellSouth to provide these types of channelization and/or multiplexing as unbundled network elements? If so, identify each carrier, the type of channelization and/or multiplexing requested, and state BellSouth's response.
 - c. Have cost-based rates been established for these types of channelization and/or multiplexing as unbundled network elements? If so, please identify and describe those rates.
 - d. If cost-based rates have not been established for these types of channelization and/or multiplexing as unbundled network elements, please explain why not.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

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REQUEST: Please separately identify the total number of DS1 and DS3 circuits in service in BellSouth's territory within Kentucky in 1995. Please provide the same information for years 1996, 1997 and 1998. The following table should provide assistance in understanding this request:

Year	Number of DS1 circuits in service (end of year)	Number of DS3 circuits in service (end of year)
1995		
1996		
1997		
1998		

RESPONSE: As shown below.

Year	Number of DS1 circuits in service (end of year)	Number of DS3 circuits in service (end of year)
1995	9,955	3,473
1996	10,793	4,237
1997	12,591	4,087
1998	14,526	5,196

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REQUEST: Is it BellSouth's position that ICG must collocate in order to combine two or more UNEs? If yes, explain the basis for BellSouth's position.

- a. Would BellSouth, under any circumstance, agree to combine UNEs for ICG? If yes, please describe these circumstances and state what charges, if any, BellSouth would impose for combining UNEs.
- b. Has any State public utility commission required BellSouth to combine UNEs?
- c. Has BellSouth combined or agreed to combine UNEs on behalf of any telecommunications carrier in Kentucky? If yes, please identify (i) the carriers; (ii) the combinations provided or to be provided; and (iii) the terms and conditions under which such combinations were or will be provided.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding, nor is it reasonably calculated to lead to the discovery of admissible evidence.

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REQUEST: Has BellSouth agreed to provide an "Enhanced Extended Link" or "EEL" alternative in Kentucky? If the answer is no, state the reason(s) for BellSouth's refusal to provide EEL. If yes, please identify: (i) the carriers; and (ii) the terms and conditions under which the EEL has been or will be provided.

RESPONSE: It is not BellSouth's policy to provision Enhanced Extended Links ("EELs"), particularly at the sum of the UNE prices. The Act does not obligate BellSouth to provide such combinations of UNEs priced at the sum of the UNE prices. The FCC's September 15, 1999 press release regarding its pending ruling in the Rule 51.319 proceeding did not include EELs on the list of UNEs which incumbent local exchange carriers ("ILECs") are required to provide. The press release further indicates that the FCC will issue a Further Notice of Proposed Rule Making ("FNPRM") seeking comments surrounding the ability of carriers to use certain unbundled network elements as a substitute for ILEC's special access services. This NPRM may impact the requirements to provision EELs.

BellSouth has inadvertently provisioned a number of extended loop arrangements (i.e., an unbundled loop combined with unbundled interoffice transport) to several CLECs. Even though BellSouth has no obligation to do so, BellSouth has agreed to maintain the existing extended loop arrangements so that no interruption of an end users service occurs. However, there are no specific requirements for provision of such extended loop arrangements at UNE prices in the Interconnection Agreements between BellSouth and any CLECs. When it has been discovered that extended loop arrangements have been inadvertently provided, BellSouth notified the ordering CLEC that BellSouth is not required to provision such extended loop arrangements at UNE prices and that orders for such arrangements will not be accepted from the CLEC.

In addition, BellSouth has entered into a Professional Service Arrangement (PSA) with one CLEC for the provision of a combination of two Unbundled Network Elements consisting of a 4-wire DS1 loop and 4-wire DS1 Interoffice Transport. The rate agreed to exceeds the sum of the UNE prices.

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REQUEST: Has BellSouth agreed to provide an "Enhanced Extended Link" or "EEL" alternative in Kentucky? If the answer is no, state the reason(s) for BellSouth's refusal to provide EEL. If yes, please identify: (i) the carriers; and (ii) the terms and conditions under which the EEL has been or will be provided.

RESPONSE: It is not BellSouth's policy to provision Enhanced Extended Links ("EELs"), particularly at the sum of the UNE prices. The Act does not obligate BellSouth to provide such combinations of UNEs priced at the sum of the UNE prices. The FCC's September 15, 1999 press release regarding its pending ruling in the Rule 51.319 proceeding did not include EELs on the list of UNEs which incumbent local exchange carriers ("ILECs") are required to provide. The press release further indicates that the FCC will issue a Further Notice of Proposed Rule Making ("FNPRM") seeking comments surrounding the ability of carriers to use certain unbundled network elements as a substitute for ILEC's special access services. This NPRM may impact the requirements to provision EELs.

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In addition, BellSouth has entered into a Professional Service Arrangement (PSA) with one CLEC for the provision of a combination of two Unbundled Network Elements consisting of a 4-wire DS1 loop and 4-wire DS1 Interoffice Transport. The rate agreed to exceeds the sum of the UNE prices.

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REQUEST: Other than BellSouth's private line and special access services, does BellSouth currently offer any retail or access service utilizing a combination of a loop and dedicated transport connecting the loop to a switch that is not located in the central office or wire center serving the loop? If so, please identify each such service arrangement.

RESPONSE: Yes. This information is contained in BellSouth's publicly available tariffs. ICG should view these tariffs to determine the services that meet the criteria of this data request. In an effort to be responsive, however, BellSouth provides the following examples of services that utilize a loop and dedicated transport connecting a switch that is not located in the central office or wire center serving the loop:

Foreign Central Office Service – GSST A9.2
Foreign Exchange Service – GSST A9.1

Attachment 11

Professional Services and Combinations

The Parties hereto agree that the rates, terms and conditions contained in this Attachment 11 involve certain duties and obligations entered into voluntarily by BellSouth and that BellSouth is not obligated by the terms of the Telecommunications Act of 1996 (the "Act"), nor by the terms of any state or federal order, to perform these duties and obligations. The Parties have entered into the duties and obligations contained in this Attachment 11 because of the economic benefits accruing to each Party as a result of doing so. The Parties further acknowledge that certain of the duties and obligations set out in this Attachment 11 involve Professional Services rather than telecommunications services. Nonetheless, the Parties further recognize and agree that, BellSouth having voluntarily agreed to perform such duties and obligations, will make the rates, terms and conditions contained in this Attachment 11 available to any other local telecommunications carrier that agrees to be bound by rates, terms and conditions identical to those in this Attachment 11.

The Parties further acknowledge and agree that BellSouth's duties and obligations as set out in this Attachment 11 require BellSouth to combine network elements that, but for the Parties' agreement herein, BellSouth would not be required to provide or combine for any telecommunications carrier. Accordingly, the Parties agree that, to the extent this Attachment 11 requires BellSouth to undertake duties and obligations that it is not otherwise required to perform pursuant to any section of the Act nor pursuant to any current or future order of the Federal Communications Commission ("FCC") or of any state public service commission, such duties and obligations are not subject to the jurisdiction of the FCC or of any state public service commission, including but not limited to any authority to arbitrate the rates, terms and conditions for the offering of such combinations of network elements. To the extent that CLEC-1 asserts that any such rates, terms and conditions of this Attachment 11 are subject to the jurisdiction of the FCC or any state public service commission for the purpose of changing said rates, terms and conditions of this Attachment 11, or are subject to arbitration, then, the rates, terms and conditions of this Attachment 11 shall immediately become null and void and of no effect whatsoever as between the Parties affected. If any person, entity or party exercising its rights under Section 252(i) of the Act (the "Adopting Party") or the FCC, any state public service commission or any other person, entity or party asserts that any of the rates, terms and conditions of this Attachment 11 assumed by the Adopting Party are subject to the jurisdiction of the FCC or any state public service commission for the purpose of changing the rates, terms and conditions of this Attachment 11 or are subject to arbitration, then the rates, terms and conditions of any such contract or agreement based upon this Attachment 11 shall immediately become null and void and of no effect whatsoever as between the Parties affected. In the case of a ruling of a state public service commission, this Attachment 11 shall be null and void in that state only and the services shall be converted to resale.

Notwithstanding the foregoing, if during the term of this Attachment 11, should the FCC, any state public service commission, or any arbitrator appointed and acting pursuant to Section 252(b) of the Act, require BellSouth to provide to another CLEC, that has not agreed to be bound by rates, terms and conditions substantially identical to the rates, terms and conditions contained within this Attachment 11, some or all of the Professional Services provided for herein, including a combination of network elements, then as to CLEC-1 and BellSouth, this Attachment 11 shall become null and void only in that state or jurisdiction where the ruling is effective and no early termination charges shall be applied to CLEC-1. Upon this event, BellSouth and CLEC-1 shall only be required to continue fulfilling their obligations under this Attachment 11 for a period of sixty (60) days following the ruling becoming final and nonappealable. During the sixty-day period, BellSouth and CLEC-1 shall renegotiate in good faith the terms and conditions of this Attachment 11 consistent with the final and nonappealable ruling for the states affected by said ruling. If the Parties cannot reach a mutually acceptable agreement within such sixty-day period, the rates for CLEC-1's embedded base shall revert to the appropriate jurisdiction's resale rate for such services. No nonrecurring charge will be assessed for the conversion of the embedded base to resale rates.

The Parties agree that any telecommunications carrier may obtain the totality of the identical rates, terms and conditions of this Attachment 11 pursuant to Section 252(i) of the Act. The Parties further acknowledge that all of the rates, terms and conditions contained in this Attachment 11 are interdependent upon and related to one another and that the Parties would not have agreed to any or all of this Attachment 11 if any of the rates, terms and conditions of this Attachment 11 were or are altered in any way.

1. Term

BellSouth shall provide and CLEC-1 shall purchase the combinations described in this Attachment for a period of [REDACTED] years from the effective date of this Attachment. The Parties recognize that this period of [REDACTED] years is longer than the term of the Agreement. Accordingly, the Parties agree that, for purposes of this Attachment 11, and for the duration of this Attachment 11, they shall be bound by the terms and conditions, including but not limited to the rates, set out in the Agreement as well as in any subsequent interconnection agreement that may be entered into by the Parties as a result of negotiation, arbitration, adoption of another company's interconnection agreement, or otherwise. The governing terms and conditions for any given time shall be those set out in the interconnection agreement in effect between the Parties at such time. If, at the expiration of the Agreement or any subsequent interconnection agreement, CLEC-1 does not enter into a replacement interconnection agreement with BellSouth, then this Attachment 11 shall terminate provided however, that the termination liabilities set forth in Appendix A shall survive the termination of this Attachment 11.

If after sixty (60) days of signing the Attachment where both Parties have made a good faith and best effort attempt to implement the Attachment, CLEC-1 determines there are operational or technical impairments to the implementation, CLEC-1 will provide BellSouth, in writing, those operational or technical impairments. Within fifteen (15) days of receiving the notification the Parties will develop a process improvement plan to meet the requirements specified by CLEC-1. If after sixty (60) days from the development of the process improvement plan BellSouth has not met the requirements specified in the plan, CLEC-1 may terminate the Attachment without invoking the early termination charges reflected in Appendix A to this Attachment.

2. Minimum Volume

CLEC-1 shall utilize Professional Services from BellSouth provided under this Attachment as defined in Appendix A, which may be amended from time to time to add other network combinations for business and residence applications for a minimum of [REDACTED] percent of its total local business, voice and data located in BellSouth's franchised territory that can utilize the same network elements as those set forth in Appendix A ("minimum volume"). This percentage shall be maintained during the term of this Attachment 11 irrespective of any growth in business experienced by CLEC-1. Within sixty (60) days of the execution of the Attachment, the Parties agree to establish the procedures for measuring the minimum volume percentages during the audits. Resold services provided by BellSouth will not be included as a combination purchased from BellSouth nor included as part of CLEC-1's total local business. Upon first sending BellSouth a written request and allowing BellSouth 60 days to respond to the request, CLEC-1 may pursue alternative solutions from entities other than BellSouth for any combinations not listed in Appendix A as it may be amended by mutual agreement of the Parties during the term of the Agreement or any subsequent interconnection agreement.

3. Failure to Attain or Maintain Minimum Volume

3.1 CLEC-1 shall attain, within one month from the execution of the Attachment, the Minimum Volume, as set forth in Section 2 of this Attachment 11 for each Metropolitan Statistical Areas ("MSAs") in the BellSouth franchised territory in which CLEC-1 is operating at any given time.

3.2 If at any time after one month of the execution of the Attachment, CLEC-1 is not in compliance with the Minimum Volume requirement outlined in this Attachment, BellSouth may send a "Notice of Failure to Maintain Minimum Volume," pursuant to which CLEC-1 shall have sixty (60) days to demonstrate that it has met the Minimum Volume requirement. If, after sixty (60) days, CLEC-1 is unable to demonstrate compliance with the Minimum Volume

requirement, BellSouth shall have the right to refuse additional orders for Professional Services, and all new orders shall be treated as resold service and have the resale discount applied pursuant to the CLEC-1 Resale Agreement.

- 3.3 If after ninety (90) days from the transmittal of the "Notice of Failure to Maintain Minimum Volume," CLEC-1 is still unable to demonstrate it has complied with the Minimum Volume requirement, then all existing services combined pursuant to this Attachment 11 shall be converted to and otherwise treated as resold services and shall be priced at the retail rate for such service less the resale discount, as set forth in the CLEC-1 Resale Agreement, on a going-forward basis. This action will invoke the termination penalties as described in Appendix A of this Attachment 11 and this Attachment 11 shall be deemed terminated without further action from either Party.

4. Professional Services Performed by BellSouth

4.1 Services Available

- 4.1.1 Existing Services BellSouth will use its professional, technical and engineering expertise to provide to CLEC-1 the combinations of unbundled network elements set forth in Appendix A hereto, as that appendix is amended from time to time (BellSouth's provision of such combinations is hereinafter referred to as "Professional Services").

- 4.1.2 Product and Processes Development Within sixty (60) days of the execution of this Attachment 11, the Parties agree to establish procedures to determine the feasibility of developing additional combinations to be combined under this Attachment and the price for the Professional Services associated with those combinations.

5. Ordering, Provisioning and Billing

- 5.1 The Professional Services ordered via this Attachment 11 must be ordered electronically through EDI or TAG. Alternative processes for ordering the Professional Services other than via EDI or TAG may be mutually developed and must be agreed to by both Parties.
- 5.2 CLEC-1 is limited to a maximum of 25 lines per Local Service Request that require Professional Services.
- 5.3 Maintenance, Repair, and Testing

CLEC-1 shall use the CLEC TAFI or the ECTA interfaces for maintenance, repair, and testing of all combinations provided under this Attachment 11, unless a specific combination is not supported by one of these interfaces.

5.4 **Billing**

5.4.1 Professional Services shall be billed in the same format using the same process as CLEC-1 is currently billed for Unbundled Network Elements as set forth in Attachment 2 [REDACTED] to the Agreement.

5.4.2 Payment Responsibility. Payment of the Professional Services will be the responsibility of CLEC-1. CLEC-1 shall make payment to BellSouth for all services as set forth in Attachment 2 [REDACTED] to the Agreement.

6. **Rates**

6.1. The recurring and nonrecurring rates for the services provided in this Attachment 11 shall be as set forth in Appendix B as this Attachment 11 is amended from time to time.

6.2 CLEC-1 will pay for each combination BellSouth combines pursuant to this Attachment 11 a Professional Services Coordination Fee ("PSCF"). The PSCF for each category of combinations are as set forth in Appendix A of this Attachment 11.

7. **Audits**

7.1 The following audit procedures shall apply.

7.1.1 Subject to CLEC-1's reasonable security requirements and except as may be otherwise specifically provided in the Agreement, BellSouth has the right to audit CLEC-1's books, records and other documents every six (6) months, with the first audit to take place on or anytime after, the first anniversary date of this Attachment 11 for the purpose of determining whether CLEC-1 has satisfied its Minimum Volume obligations. BellSouth may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

7.1.2 CLEC-1 shall cooperate fully in any such audit, providing reasonable access to any and all appropriate CLEC-1 employees and books, records and other documents reasonably necessary to determine whether the minimum volume obligation has been met.

7.1.3 BellSouth may audit CLEC-1's books, records and documents more frequently than once every six months during any Contract Year at its discretion if the previous audit found a variance of two percentage points or more below the Minimum Volume.

7.1.4 Audits shall be at BellSouth's expense, subject to reimbursement by CLEC-1 in the event that an audit finds a variance, on an annualized basis, of two percentage points or more below the Minimum Volume.

8. Termination for Cause

8.1 In the event of breach of any material provision of this Attachment 11 by either Party, other than as set for in Section 3 above, the non-breaching Party shall give the other Party written notice thereof, and:

8.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Attachment 11, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

8.1.2 If such material breach is for any failure to perform in accordance with this Attachment 11, which adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within thirty (30) business days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Attachment 11, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

8.1.3 If such material breach is for any other failure to perform in accordance with this Attachment 11, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at its sole option terminate this Attachment 11, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

8.1.4 Notice under this Section 8 may be given electronically or by facsimile and in such case shall be deemed received when sent.

9. Purchase or Acquisition

9.1 Should CLEC-1 purchase a telecommunications company ("Telco") with

existing facilities and if either CLEC-1 or Telco uses these facilities to provide services equivalent to those described in Section 1 of Appendix A, and the combined amount of facilities of CLEC-1 and Telco would put CLEC-1 in non-compliance with the minimum volume requirement of this Attachment 11, BellSouth and CLEC-1 will amend this Attachment 11 to include in Section 14, Exempting Switches, the Telco switches that serve end users in BellSouth's franchised territory, and will abide by all terms and conditions in that section. CLEC-1 shall use the original Telco facilities that serve end users in BellSouth's franchised territory for growth and churn only, and shall not transfer to Telco's facilities any services originally provided by BellSouth to CLEC-1 under this Attachment 11.

9.2 Should CLEC-1 ever be acquired by another telecommunications company ("Telco"), CLEC-1 agrees that the following term shall apply to the assumption of this Attachment 11, and that if Telco does not agree to such terms, this Attachment 11 shall become null and void and of no further effect, and that the termination liability set forth in Appendix A of this Attachment 11 shall apply.

9.2.1 Telco will amend this Attachment 11 to include in Section 14, Exempting Switches, Telco's switches that serve end users in BellSouth's franchised territory, and will abide by all terms and conditions in that section. Telco will use the original Telco facilities that serve end users in BellSouth's franchised territory and that exist at the time of the acquisition for growth and churn only and shall not transfer to Telco's facilities any service originally provided by BellSouth to CLEC-1 under this Attachment 11.

10. Assignment and Subcontract

10.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may not assign this Attachment 11 or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Attachment 11 shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Attachment 11 in the event that the assignee fails to perform such obligations.

10.2 If any Party's obligation under this Attachment 11 is performed by a subcontractor or affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Attachment 11 in accordance with its terms, and shall be solely responsible for payments due its subcontractors or affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Attachment 11.

11. Relationship of Parties

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Attachment 11 and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

12. No Third Party Beneficiaries

The provisions of this Attachment 11 are for the benefit of the Parties hereto and not for any other person. This Attachment 11 shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

13. Dispute Resolution Procedures

Any dispute arising out of or related to this Attachment 11 that cannot be resolved by negotiation shall be settled by binding arbitration in accordance with the J.A.M.S./ENDISPUTE Arbitration Rules and Procedures ("Endispute Rules"), as amended by this Attachment 11. The cost of arbitration, including the fees and expenses of the Arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the costs of preparing and presenting its case. The Parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Attachment 11 and the ABA-AAA Code of ethics for Arbitrators in Commercial Disputes. The Parties agree that the Arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Attachment 11, and in no event shall the Arbitrator have the authority to make any award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award may be confirmed and enforced by any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

14. Exempting Switches

CLEC-1 has facilities in the following locations:

A.	B.	C.	D.
Location	Total single line	Maximum	Allowed growth

	equivalents currently in service	Facilities Allowed	at this location

As of the effective date of this Attachment 11, CLEC-1 provides services utilizing facilities equivalent to those described in Appendix A, on these switches listed in the above table. The use of CLEC-1's switches shall have the effect of causing CLEC-1 to fail to meet the minimum volume requirement of this Attachment 11. CLEC-1 may continue to place services utilizing facilities equivalent to those described in Appendix A on their existing switches until it has reached the maximum number of facilities to be utilized as set forth in the above table ("Maximum Facilities Allowed"). For the purposes of this Attachment 11, Maximum Facilities Allowed means the then current switch capacity to provide the services described in Appendix A without subsequent expansion of the facilities as they exist at the time of execution of this Attachment 11. All services above the Maximum Facilities Allowed shall be provided utilizing the unbundled network elements and BellSouth services contained within this Attachment 11 until the Minimum Volume obligation is attained. Thereafter, CLEC-1 shall maintain the Minimum Volume requirements contained within this Attachment 11.

Attachment 11

Appendix A

Loop / Port Arrangement

1. Unbundled Network Elements that may be combined using the Professional Services Coordination Fee ("PSCF"):

Combination (bundling) of Unbundled 2-wire Analog Voice-Grade Loop (SL1), Unbundled 2-wire Analog Port (both the monthly and usage-sensitive elements).

2. **Early Termination Charges**

The charge for early termination of this Attachment 11 will be a per line charge on the average number of lines installed for the previous twelve (12) months prior to the termination charge taking effect. A \$90.00 (\$7.50 per line per month) per line charge will be assessed if this Attachment 11 is terminated prior to the 3rd anniversary date of this Attachment 11. A \$60.00 (\$5.00 per line per month) per line charge will be assessed if this Attachment 11 is terminated on or after the 3rd anniversary date and prior to the 5th anniversary date. A \$30.00 (\$2.50 per line per month) per line charge will be assessed if this Attachment 11 is terminated on or after the 5th anniversary date.

3. **Ordering**

All services ordered associated with Attachment 11 of this Agreement must be ordered electronically. No manual orders will be accepted.

4. **Nonrecurring Charges**

Based on the Parties' assumption that 95% of the lines covered by this Attachment 11 will be for existing lines involving services already in place, and only 5% will involve new installations, the Parties agree that the nonrecurring charge for each combination provided by BellSouth to CLEC-1 pursuant to this Attachment will be \$41.50; provided, however, that the nonrecurring charge shall increase by \$10.00 for every 10% increase in new installations over and above the original projected 5%. In no event, shall such nonrecurring charge be reduced below \$41.50.

5. **Rates**

The recurring rates for the PSCF are as follows:

State	PSCF Zone 1	PSCF Zone 2A	PSCF Zone 2B	PSCF Zone 3
Alabama				
Florida	"	"	"	"
Georgia	"	"	"	"
Kentucky	"	"	"	"
Louisiana	"	"	"	"
Mississippi	"	"	"	"
North Carolina	"	"	"	"
South Carolina	"	"	"	"
Tennessee	"	"	"	"

Zone 1 and Zone 3 are as defined in the FCC NECA 4 Tariff.

The following localities constitute Zone 2A and Zone 2B:

Zone 2A	Zone 2B
Alpharetta, GA	Gainesville, FL
Hollywood, FL	Augusta, GA
Baton Rouge, LA	Shreveport, LA
Charleston, SC	Huntsville, AL
Winston-Salem, NC	Wilmington, NC
Greenville, SC	Columbus, GA
Knoxville, TN	Macon, GA
Chattanooga, TN	Asheville, NC
Pompano Beach, FL	Lafayette, LA
Mobile, AL	Spartanburg, SC
Savannah, GA	Albany, GA
Pensacola, FL	Florence, SC
Marietta, GA	
Daytona, FL	

Attachment 11

Appendix B

The recurring and nonrecurring rates for the individual unbundled network elements are as follows:

2-Wire Analog Line Port Regional Rates (Res., Bus.) including all available features, per month (1), (2)	\$6.85
NRC – Disconnect Chg - 1 st	\$18.41
NRC – Disconnect Chg – Add'l	\$18.41
Regional Unbundled Usage Rates (1), (2)	
Unbundled Local Switching, per mou	\$0.0021025
End Office Trunk Port, per mou	\$0.0002287
Unbundled Interoffice Transport (Shared), per mile/per mou	\$0.0000101
Unbundled Interoffice Transport (Shared), Facilities Termination, per mou	\$0.0004593
Unbundled Tandem Switching, per mou	\$0.0007849
Unbundled Tandem Trunk Port, per mou	\$0.0003331
2-Wire Analog VG Loop-SL1, per month	
Alabama	\$19.04
Florida	\$17.00
Georgia	\$16.51
Kentucky	\$20.00
Louisiana	\$19.35
Mississippi	\$21.26
North Carolina	\$16.71
South Carolina	\$22.49
Tennessee	\$18.00
Notes:	
(1) The 2-Wire Analog Regional Port Rate is only available if ordered on the same LSR as an SL1 Loop and the Professional Services fee. Port and Loop elements must be used together and disconnected at the same time.	
(2) The combined NRC costs for a 2-Wire Analog Regional Port, SL1 Loop and Professional Services fee will total \$41.50.	

Kentucky

Port Price \$6.85
 Loop Price \$20.00

	7 Year			5 Years			3 Years		
	90%	80%	70%	90%	80%	70%	90%	80%	70%
Zone 1	\$32.15	\$33.57	\$36.40	\$33.57	\$34.99	\$37.82	\$36.40	\$37.82	\$40.66
Zone 2A	\$36.15	\$37.57	\$40.40	\$37.57	\$38.99	\$41.82	\$40.40	\$41.82	\$44.66
Zone 2B	\$42.15	\$43.57	\$46.40	\$43.57	\$44.99	\$47.82	\$46.40	\$47.82	\$50.66
Zone 3	\$47.15	\$48.57	\$51.40	\$48.57	\$49.99	\$52.82	\$51.40	\$52.82	\$55.66

Kentucky

Port Price \$6.85
 Loop Price \$20.00

	7 Year			5 Years			3 Years		
	90%	80%	70%	90%	80%	70%	90%	80%	70%
Zone 1	\$5.30	\$6.72	\$9.55	\$6.72	\$8.14	\$10.97	\$9.55	\$10.97	\$13.81
Zone 2A	\$9.30	\$10.72	\$13.55	\$10.72	\$12.14	\$14.97	\$13.55	\$14.97	\$17.81
Zone 2B	\$15.30	\$16.72	\$19.55	\$16.72	\$18.14	\$20.97	\$19.55	\$20.97	\$23.81
Zone 3	\$20.30	\$21.72	\$24.55	\$21.72	\$23.14	\$25.97	\$24.55	\$25.97	\$28.81

USAGE

End office, per mou	\$0.0021025
End office interoffice trunk port, per mou	\$0.0002287
Tandem switching, per mou	\$0.0007849
Tandem interoffice trunk port, per mou	\$0.0003331
Common transport -per mile, per mou	\$0.0000101
Common transport- facilities termination, per mou	\$0.0004593
	\$0.0039186

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
ICG's 1st Data Requests
September 29, 1999
Item No. 27 ATTACHMENT

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
ICG's 1st Data Requests
September 29, 1999
Item No. 27
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REQUEST: Please fully explain the offering of UNE combinations announced in BellSouth's March 3, 1999 press release as posted on the BellSouth interconnection web site, including the full list of UNE combinations made available, all recurring and non-recurring prices, any other prices or charges, and any requirements imposed for obtaining access to each of these UNE combinations.

RESPONSE: The offering of UNE combinations which was announced in BellSouth's March 3, 1999 press release is outlined in the attached document. This document is a template of that service offering that is negotiated and incorporated into interconnection agreements on a CLEC by CLEC basis and is not contained in all agreements.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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REQUEST: Is BellSouth willing to provide volume and term discounts to ICG for (i) unbundled local loops, (ii) dedicated transport, (iii) local channel elements, (iv) frame relay service, (v) xDSL service? If not, state BellSouth's basis for its refusal.

RESPONSE: (i-iii) Neither the 1996 Act nor any FCC Order or rule requires volume and term discount pricing. The UNE recurring rates paid to BellSouth will be the cost based rates determined in accordance with requirements of Section 252(d) and derived using least cost, forward looking technology in accordance with the 1996 Act. The fallacy in the belief that "volume" and "term" discounts should be received when purchasing UNEs is that there are "economies" due to volume and term affecting the statewide average recurring rate for unbundled network elements. Also, BellSouth's non-recurring rates already reflect the economies involved when multiple unbundled network elements are ordered and provisioned at the same time.

(iv-v) With respect to volume and term discounts on resold services, BellSouth is willing to negotiate volume and term discounts for certain resold services with ICG. The level of discount would have to be negotiated with ICG.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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REQUEST: Does BellSouth use a "fill factor" in arriving at average TELRIC costs for unbundled network elements (i.e. unbundled loops, unbundled interoffice transport, etc.)? If so, are those fill factors consistent with the "total capacity" of the equipment, the "engineered capacity" of the equipment, the "actual capacity of the equipment," or based upon some other capacity consideration. For purposes of this question, please use the following definitions:

"Total Capacity" means the absolute maximum physical capacity available within a piece of equipment. For example, if a digital loop carrier remote terminal were equipped to accommodate 672 DSO equivalent circuits, TELRIC rates for UNEs using this equipment would include 1/672 of the remote terminal's total investment given a "total capacity" assumption.

"Engineered Capacity" means the capacity of a system as designed to operate at peak efficiency taking into consideration maintenance and all other factors (except future demand). For example, if studies showed that the costs of maintaining 100 pair copper cables began to increase dramatically when the number of working circuits on the cable exceeded 90, the TELRIC study would allocate (100/90) of the cable's investment to 90 UNEs using this facility.

"Actual Capacity" means the capacity at which BellSouth's system uses this equipment on average. Generally actual capacity is measured with the use of an internal study of the equipment and the extent to which it is currently being used.

- a. If the fill factors used within BellSouth's TELRIC do not meet any of the definitions above, please explain the underlying rationale behind the fill factors that were ultimately chosen to be used.
- b. If the fill factors used within BellSouth's studies were ordered by a public utility commission, please explain BellSouth's position as to the underlying rationale behind those fill factors.

RESPONSE: Yes, BellSouth uses projected actual fill factors in its unbundled network element cost studies.

- a. The cost studies use projected actual fill factors. Actual fills are assumed to be the same as projected fills since BellSouth expects utilization in the future to be at or near current utilization. The exception to this is the SCIS model that requires the use of an Administrative Fill Factor. The administrative fill is the objective percentage of terminals or units available for in-service assignment. Some terminals or units are required to be unassigned for testing purposes or as administrative spares.

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RESPONSE: (Continued)

- b. The Kentucky Public Service Commission did not order the fill factors used in BellSouth's cost studies.

No other fill factors were changed.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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- REQUEST: Has BellSouth committed to provide ICG the same pricing proposals as are provided to BellSouth's internal retail organizations or affiliates, including a discount in competitive situations? If the answer is in the negative, state BellSouth's reason for its refusal.
- a. Provide the same information requested above for BellSouth's retail operation.
 - b. Please describe any volume and/or term discounts that BellSouth offers its retail customers under tariff and provide copies of the relevant tariff pages.
 - c. Please describe any volume and/or term discounts that BellSouth provides its retail customers under contracts that include pricing not reflected in BellSouth tariffs.

- RESPONSE: As legally required, BellSouth will make available to ICG commercial offerings under the same terms and conditions that they are made available to affiliates.
- a. As legally required, BellSouth will make available to ICG commercial offerings under the same terms and conditions that they are made available to affiliates.
 - b. Volume and term discounts that are contained in BellSouth's tariffs are publicly available at www.bellsouth.com.
 - c. With respect to volume and term discounts not contained in BellSouth's tariffs, these discounts are negotiated outside the requirements of the Act.

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REQUEST: Describe in detail the rate, if any, that BellSouth charges to CLECs for delivering dial-up calls to BellSouth-served ISPs.

RESPONSE: ISP traffic does not terminate at ISP providers regardless of whether the ISP provider is a BellSouth or CLEC customer. Thus, BellSouth does not charge CLECs for ISP traffic that BellSouth routes to BellSouth-served ISP providers.

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REQUEST: If BellSouth charges CLECs a rate for delivering dial-up calls to BellSouth-served ISPs that is different from the rate that BellSouth charges CLECs for terminating non-ISP-bound local calls, or if BellSouth does not charge CLECs for delivering dial-up calls to BellSouth-served ISPs, please describe in detail the mechanism or method, if any, on which BellSouth relies to identify ISP-bound calls for such purpose. If the mechanism or method differs in any way from the mechanism (if any) described in your response to Interrogatory No. 6, explain in detail the reason for each difference.

RESPONSE: Yes. In September, 1997 BellSouth updated the Carrier Access Billing System to identify all calls bound for ISP telephone numbers and not bill any rate elements associated with those calls. In response to CLEC requests, CABS was revised again in September, 1998 to specifically detail the ISP traffic on the interstate portion of the bills to show the CLECs the minutes of use for which they would not be billed.

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REQUEST: State whether cost studies have been or are being prepared by or on behalf of BellSouth demonstrating the cost differences, if any, between transporting and terminating ISP-bound traffic and other types of local traffic.

RESPONSE: Cost studies have not been and are not being prepared.

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REQUEST: Have the reciprocal compensation rates for the transport and termination of local traffic contained in interconnection agreements reached by BellSouth in 1999 tended to be lower or higher than such rates contained in interconnection agreements reached by BellSouth in 1996-97? If such rates have tended to be lower or higher, please explain in detail the reasons for such change.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, BellSouth states that rates and rate structure in 1996 for reciprocal compensation varied, depending on the outcome of the negotiations between the Parties. Interconnection agreements containing these rates are a matter of public record and are on file with the various state commissions.

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REQUEST: Please describe, by vendor, the switching platforms that BellSouth utilizes to perform either tandem or end office switching functions within its network, throughout its service territory, by completing the following table:

Vendor/Switch Type	Number of switches of this type deployed by BellSouth as Tandem (either local or toll tandem) Switches	Number of switches of this type deployed by BellSouth as End Office Switches
NORTEL		
DMS 100		
DMS 250/500		
LUCENT		
5ESS		
SIEMENS		
EWSD		
ERICSSON		
OTHER		

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RESPONSE: Included in the table above are eight (8) switches that function as both an end office and a tandem.

Vendor/Switch Type	Number of switches of this type deployed by BellSouth as Tandem (either local or toll tandem) Switches	Number of switches of this type deployed by BellSouth as End Office Switches
NORTEL		
DMS 100	1	12
DMS 250/500	-	-
LUCENT		
5ESS	7	70
SIEMENS		
EWSD	-	1
ERICSSON		
	-	-
OTHER	3	99

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REQUEST: Please describe what BellSouth would consider to be the fundamental, functional difference between the operations of its Tandem (Class 4) and End Office (Class 5) switches. Please describe in detail all fundamental functional differences between these two switch types as used within the BellSouth network and the underlying engineering rationale for BellSouth's use of this type of switching hierarchy.

RESPONSE: Tandem switching systems are used to interconnect end offices when direct trunk groups are not economically justified, or when the network configuration indicates alternate routing is economically justified. Tandem offices provide the ability to configure the network economically, act as buffers between different systems, and centralize functions such as billing (which may not be available in all end offices). LEC tandem switching systems perform some or all of the following functions:

- Interconnect end offices
- Connect to other tandems
- Serve as Centralized Automatic Message Accounting (CAMA) points for end offices
- Provide access to ICs
- Provide access to operator positions.

In other words, tandem switching systems perform trunk-to-trunk switching (customer lines are not ordinarily connected to tandems) and generally provide two basic network functions – traffic concentration and centralization of services. As traffic concentrators, tandems allow the traffic of groups of end offices to be economically gathered for delivery between the end offices or to distant points. Also, with tandems, call recording, LATA access, operator services, and signaling conversion functions can be centralized and made economically available to groups of end offices. Proper deployment of tandems is based on the blending of the functional needs and the economics of traffic concentration according to the technical capabilities of the tandems being deployed.

Tandem switching systems can be 2- or 4-wire, analog or digital, depending on the transmission plan for the networks to which the tandem switches have access and the distance between offices. Both 2- and 4-wire trunk facilities can be terminated on analog tandem switches. Digital

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RESPONSE: (continued)

switches are inherently 4-wire switching systems but may contain 2-wire analog interfaces.

End office switching systems provide access to the Message Telecommunications Service (MTS) or packet network. A telephone user can originate or receive communications to or from the network via an end office. The basic function of the network is to provide communications paths between originating-customer terminal equipment and terminating-customer terminal equipment. If both originating and terminating customers are served by the same switching system, the communications path is through the one switching system only. If the customers are served by different switching systems in the same LATA, the communications path is established via the intraLATA network. If the customers are served by Local Exchange Company (LEC) switching systems in different LATAs, the path is established through the interLATA network via an IC (interLATA calls may be handled differently by some independent LECs).

The traffic network design is based on the capabilities of the end office to selectively route traffic according to the called number. If the end office is capable of alternate routing (generally the case for common-control systems), traffic to a distant office can first be routed on one trunk group. When all trunks in that group are busy, the office can alternate route the overflow to another office. For noncommon-control (or direct control) systems, all the traffic for a destination must be routed over an only-route trunk group. The introduction of SPC capabilities in end office switching systems expands their ability to selectively route traffic. Thus, the ultimate network configuration of trunks and switching systems is dependent on the capabilities of the mix of end offices.

The signaling used depends both on the route chosen and the type of call. Distinctly different signaling patterns are used for intraLATA, interLATA direct, interLATA via tandem, international, and operator-assisted calls. The network can accommodate a mixture of CCS and multifrequency signaling on the various legs of a tandem-switched call.

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RESPONSE: (continued)

Verbiage for the above, with which BellSouth is in agreement, was extracted from a Special Report (SR-2275), Issue 3, December 1997, published by Bell Communications Research, Inc. (Bellcore) to inform the industry of topics discussed in *Bellcore Notes on the Networks*.

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- REQUEST: Please confirm or deny that there are circumstances wherein a local call both originates and terminates in the BellSouth network, but, the call terminates to an NXX served by a switch other than the switch from which the call was originated.
- a. If confirmed, do such calls always utilize a BellSouth tandem to reach the terminating office or are there circumstances wherein the two end offices are directly connected?
 - b. Please provide the percentage of BellSouth calls, based upon current calling patterns, that fall within the following categories regarding their origination and termination characteristics:

	CALL CHARACTERISTICS	PERCENTAGE OF ALL LOCAL CALLS
(i)	Local Calls that originate and terminate from/to NXXs served by the same end office switch	_____ %
(ii)	Local Calls that originate and terminate from/to NXXs served by two separate end office switches and are transported through at least one other switch (either a toll or local tandem)	_____ %
(iii)	Local Calls that originate and terminate from/to NXXs served by two separate end office switches and are transported via direct trunks connecting the two end office switches	_____ %
(iv)	Other (Please explain)	_____ %

- c. For all calls that meet the characteristics associated with numbers (ii) and (iii) above, please provide the average transport distance between the two end offices within which the calls originate and terminate.

- RESPONSE:
- (a) BellSouth confirms that there are circumstances wherein a local call both originates and terminates in the BellSouth network, but the call terminates to a NXX served by a switch other than the switch from which that call was originated. However, such calls do not always utilize a BellSouth tandem to reach the terminating office.
 - (b) BellSouth does not maintain or track call data to the level of detail requested.
 - (c) BellSouth does not maintain or track call data to the level of detail requested.

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- REQUEST: Describe the extent to which, and the process by which, BellSouth terminates either local or toll traffic for independent, incumbent local exchange carriers.
- a. Are the rates, terms and conditions under which BellSouth terminates local or toll traffic for independent, incumbent local exchange carriers governed by a contract between BellSouth and any individual or group of independent, incumbent local exchange carriers?
 - b. Are the rates, terms and conditions under which BellSouth terminates local or toll traffic for independent, incumbent local exchange carriers governed by a publicly filed tariff? If so, please identify the tariff that governs this traffic.
 - c. For the past 12 months, please provide the total number of minutes that BellSouth has terminated for independent, incumbent local exchange carriers. If this data is not available for the past 12 months, please provide as much of this data as is available and identify the time period for which it is relevant.
 - d. Please provide the amount of charges assessed by BellSouth to independent, incumbent local exchange carriers for BellSouth's termination of either toll or local traffic over the time period for which the terminated minutes provided in question above are provided.
 - e. If BellSouth was required to pay any charges to terminate the traffic provided in response to question above, please provide the extent of those charges and describe the rates, terms and conditions by which BellSouth is required to pay such charges.

RESPONSE: (a) BellSouth objects to this Request on the grounds that the agreements between BellSouth and Incumbent Local Exchange Companies (Independent Companies) were in effect prior to 1996 and basically pertain to IntraLATA Toll traffic between separately owned, non-competitive exchange areas. Since the Federal Telecommunications Act BellSouth Telecommunications, Inc. of 1996, agreements between BellSouth and CLECs have been established to regulate local traffic between competitive companies within the same exchange areas. The comparison of these two types of agreements is irrelevant and incorrect. The Kentucky Public Service Commission determined in Administrative Case 358 that "interconnection agreements entered into prior to the passage of the Act between non-competing

RESPONSE: (Cont)

carriers are irrelevant to the competitive market. Thus, there is little, if any, value in reviewing agreements between non-competing local exchange carriers to prevent discrimination in the competitive marketplace." Order, October 24, 1997.

- (b) See above; tariffs associated with this request have been filed with the Kentucky Public Service Commission and are a matter of public record.
- (c) Due to various traffic types and settlement arrangements, the total number of minutes (MOUs) that BellSouth has terminated for ILECs is not readily available. For Optional Local, EAS and Toll traffic for Class A ILECs, there were approximately 591 million terminating MOUs for the 12-month period ending August 1999. For Toll Traffic for Class B ILECs, originating and terminating MOUs combined were 310 million for the same time period.
- (d) For the 591 million MOUs above, the ILECs paid \$7,411,000 to BellSouth. Under the Primary Carrier Plan, Class B ILECs reported all IntraLATA Toll revenue billed to their end users to BellSouth; \$8.7 million was reported for the 12-month period ending August 1999.
- (e) BellSouth did not pay any charges.

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- REQUEST: Describe the extent to which, and the process by which, independent, incumbent local exchange carriers terminate either local or toll traffic for BellSouth.
- a. Are the rates, terms and conditions under which independent, incumbent local exchange carriers terminate local or toll traffic for BellSouth governed by a contract between BellSouth and any individual or group of independent, incumbent local exchange carriers?
 - b. Are the rates, terms and conditions under which independent, incumbent local exchange carriers terminate local or toll traffic for BellSouth governed by a publicly filed tariff? If so, please identify the tariff that governs this traffic.
 - c. Please provide the total number of minutes that independent, incumbent local exchange carriers have, over the past 12 months, terminated for BellSouth. If this data is not available for the past 12 months, please provide as much of this data as is available and identify the time period for which it is relevant.
 - d. Please provide the amount of charges assessed by independent, incumbent local exchange carriers to BellSouth for termination of either toll or local traffic over the time period for which the terminated minutes provided in question above are provided.
 - e. If independent, incumbent local exchange carriers were required to pay any charges to terminate BellSouth's traffic provided in response to question above, please provide the extent of those charges and describe the rates, terms and conditions by which independent, incumbent local exchange carriers are required to pay such charges.

RESPONSE: a) BellSouth objects to this Request on the grounds that the agreements between BellSouth and Incumbent Local Exchange Companies (Independent Companies) were in effect prior to 1996 and basically pertain to IntraLATA Toll traffic between separately owned, non-competitive exchange areas. Since the Federal Telecommunications Act of 1996, agreements between BellSouth and CLECs have been established to regulate local traffic between competitive companies within the same exchange areas. The comparison of these two types of agreements is irrelevant and incorrect. The Kentucky Public Service Commission determined in Administrative Case 358 that "interconnection agreements entered into prior to the passage of the Act between non-competing carriers are irrelevant to the competitive market. Thus, there is little, if any, value in reviewing agreements between non-competing local exchange carriers to prevent discrimination in the competitive marketplace." Order, October 24, 1997.

RESPONSE: (continued)

- (b) See (a) above; tariffs associated with this request have been filed with the Kentucky Public Service Commission and are a matter of public record.
- (c) Due to the various traffic types and settlement arrangements, the total number of minutes (MOUs) that ILECs have terminated for BellSouth is not readily available. For Optional Local, EAS and Toll traffic for Class A ILECs, there were approximately 781 million terminating MOUs for the 12-month period ending August 1999. For Toll Traffic for Class B ILECs, originating and terminating MOUs combined were 310 million for the same time period.
- (d) For the 781 million MOUs above, BellSouth paid \$22,300,500 to the ILECs. Under the Primary Carrier Plan for the Toll Traffic for Class B ILECs, BellSouth collected \$8.7 million.
- (e) ILECs did not pay any charges.

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by CMRS carriers to BellSouth over CMRS Type 1 interconnections during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: The number of MOUs delivered by CMRS carriers to BellSouth over CMRS Type 1 interconnections during 1998 within BellSouth's Kentucky network was: 48,602,533

The number of MOUs delivered by CMRS carriers to BellSouth over CMRS Type 1 interconnections during 1999 within BellSouth's Kentucky network was: 36,421,336 (Through August 31, 1999)

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by CMRS carriers to BellSouth over CMRS Type 2A interconnections during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: The number of MOUs delivered by CMRS carriers to BellSouth over CMRS Type 2A interconnections during 1998 within BellSouth's Kentucky network was: 250,153,778

The number of MOUs delivered by CMRS carriers to BellSouth over CMRS Type 2A interconnections during 1999 within BellSouth's Kentucky network was: 222,408,544 (Through August 31, 1999)

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by CMRS carriers to BellSouth over CMRS Type 2B interconnections during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: The number of MOUs delivered by CMRS carriers to BellSouth over CMRS Type 2B interconnections during 1998 within BellSouth's Kentucky network was: 0.

The number of MOUs delivered by CMRS carriers to BellSouth over CMRS Type 2B interconnections during 1999 within BellSouth's Kentucky network was: 0 (Through August 31, 1999)

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by BellSouth to CMRS carriers over CMRS Type 1 interconnections during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: BellSouth objects to this request on the grounds that the information requested in this interrogatory is not available in a report format. Scripts would have to be written and ran to query the data base. These queries are burdensome and would require significant manhours and expense to derive the requested data.

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by BellSouth to CMRS carriers over CMRS Type 2A interconnections during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: BellSouth objects to this request on the grounds that the information requested in this interrogatory is not available in a report format. Scripts would have to be written and ran to query the data base. These queries are burdensome and would require significant manhours and expense to derive the requested data.

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REQUEST: Provide the number of minutes of use (MOUs) that were delivered by BellSouth to CMRS carriers over CMRS Type 2B interconnections during 1998 within BellSouth's Kentucky network.

a. Provide the same information for 1999 year to date, specifying the end date of such period.

RESPONSE: BellSouth objects to this request on the grounds that the information requested in this interrogatory is not available in a report format. Scripts would have to be written and ran to query the data base. These queries are burdensome and would require significant manhours and expense to derive the requested data.

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REQUEST: Have cost studies been prepared by or on behalf of BellSouth relating to:

- a. LIGHTgate/SMARTgate;
- b. SMARTpath;
- c. SMARTring.

If the answer is yes, for each of the items enumerated above, provide an explanation of the costing methodology used.

RESPONSE: The following cost studies have been completed for Kentucky:

LightGate® Service (Private Line)
SmartGate® Service (Special Access)
SmartRing® Service (Private Line and Special Access)

An explanation of the TSLRIC methodology is provided in the narrative of the SMARTGate® (Special Access) cost study.

A SMARTpath® cost study has not been filed for Kentucky.

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- REQUEST:** Please provide the "average number of minutes per call" that BellSouth includes within the BellCore Switching Cost Information System ("SCIS") used to arrive at total element long run incremental costs ("TELRIC") for its local switching, transport, and termination unbundled network elements ("UNEs").
- a. Please indicate the time frame from which the average number of minutes per call data was calculated.
 - b. Please explain the process by which BellSouth arrived at the average number of minutes per call and the types of calls that were subsequently included.

RESPONSE: The SCIS program does not use "minutes per call" as an input. In BellSouth, switches are engineered on "CCS capacity" and not "minutes per call".

SCIS was not used to perform the element-specific TELRIC cost study for local switching, transport, and termination. BellSouth provided detailed documentation of its TELRIC cost procedures and usage inputs in its UNE cost study filing in Docket Nos. 96-431 & 96-482.

- (a) The call data used for the average number of minutes per call is from the 1995 timeframe.
- (b) The average number of minutes per call was developed within the Bellcore (Telcordia) Network Cost Analysis Tool (NCAT). Detailed point-to-point (wire center) call records were input to NCAT, which compiled the total messages and minutes by distance band, rate period, and state total. The types of calls included for the Local Usage study were Direct Distance Dialed (DDD), Local Measured Service, and Operator Assisted calls.

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REQUEST: Please provide the total end office and tandem switching "melded" cost per "call setup" as derived within SCIS for BellSouth's local switching, transport, and termination unbundled network elements. Said another way, please provide the "set up cost" that BellSouth contends it incurs in establishing a call.

RESPONSE: SCIS does not derive a "cost per call setup". See the response to item No. 47. The desired information can be obtained from the referenced TELRIC cost study documentation.

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REQUEST: Please provide the total end office and tandem switching "melded" cost for "call duration" as derived within SCIS for BellSouth's local switching, transport, and termination UNEs. Said another way, please provide the per minute costs BellSouth contends it incurs in provided transport and termination.

RESPONSE: SCIS does not derive a cost for "call duration". See the response to item No. 47. The desired information can be obtained from the referenced TELRIC cost study documentation.

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REQUEST: Using information from questions 47 through 49 above, please show BellSouth's calculations supporting its average TELRIC cost per minute of use for transport and termination of UNEs. Use any additional information necessary, but highlight the source of that information and describe the manner in which it was compiled and why it is used. If BellSouth arrives at its average TELRIC cost per minute of use for transport and termination by establishing individual rates for end office switching, tandem switching, interoffice transport (mileage and/or terminations), or any other rate element, please perform calculations for each rate element separately.

RESPONSE: See the response to item No. 47. The desired information can be obtained from the referenced TELRIC cost study documentation.

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REQUEST: Describe in detail the proposal by BellSouth at the March 10, 1999 meeting between representatives of BellSouth and representatives of the FCC's Common Carrier Bureau's Policy and Program Planning Division with respect to self-executing enforcement mechanisms applicable to BellSouth's nondiscriminatory access to unbundled network elements and the functionalities provided by its operation support systems and provide any documents concerning the March 10, 1999 meeting.

RESPONSE: Attached is a copy of the Ex Parte presentation made to the FCC on March 10, 1999. The presentation contains details of BellSouth's Voluntary Self Enforcing Penalties Proposal furnished to the FCC during that meeting.

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Item No. 51 **ATTACHMENT**

Self Enforcing Penalties

Overall Objective

- Voluntarily establish penalties acceptable to the FCC as part of a package for 271 approval
- Assumptions
 - FCC will accept penalties in lieu of requiring 3rd party CLEC testing of OSS
 - FCC will accept penalties and approve an early 271 application before completion of some scheduled OSS enhancements (OSS'99)

Self Enforcing Penalties

Characteristics

- Not applied until after 271 approval in a specific state
- Designed to prevent BST “backsliding” on CLEC service
- Legally binding (implement through contracts)
- Penalties will be “Meaningful” and “Significant”
- Limited number of measurements
- Statistical or “bright line” test to easily verify “parity”
- CLECs retain rights to file complaints with PSC or FCC

Self Enforcing Penalties Proposal

- 9 key measures of timeliness or quality
- Each measure is tested vs. a retail analog
- Initial tests will be for “materiality”, until a method for statistical validation is established
- Two product groups will be initially offered as subcategories (**Retail** (including UNE loop+port combinations), and **UNEs**)
- Penalties are derived from the concept of liquidated damages

Self Enforcing Penalties Proposal

- Penalties are “triggered” by a parity miss in any of the 13 separate subcategories of the nine measurements. These measurements are made at the state level to test for overall parity for all CLECs doing business in that subcategory.
- Once the penalty is “triggered”, payments are made to each CLEC based on their activity in that particular subcategory.

Self Enforcing Penalties Proposal

- EXAMPLE:
 - The parity test for Installation Timeliness (% Due Dates Missed) fails for Georgia for the month of October in the subcategory RESALE & COMBOS
 - All CLECs in Georgia having any missed appointments in this category would receive a penalty payment of (\$38 * their number of missed appointments). (The \$38 figure approximates the aggregate NRC for this group of services)

Self Enforcing Penalties Proposal Details

CATEGORY	METRIC	SUBCATEGORY	PARITY DETERMINATION	Materiality Test	PENALTY
INSTALLATION					
Installation Timeliness (State)	% DD Missed	RESALE UNE	RA RA	1% variance 1% Variance from (retail-res/bus dispatch)	NRC=Non-Recurring Charge RC=Recurring Charge Resale NRC * Missed Appts UNE NRC * Missed Appts
Installation Quality (State)	% Report w/in 4 days	RESALE UNE	RA RA	1% variance 1% Variance from (retail-res/bus)	50% monthly Resale RC* # of reports 50% monthly UNE RC* # of reports
MAINTENANCE					
Repair Timeliness (State)	% Missed Repair Appts	RESALE UNE	RA RA	1% variance 1% variance from (retail-res/bus dispatch)	50% monthly Resale RC* # of reports 50% monthly UNE RC* # of reports
Repair Quality (State)	Repeated report rate	RESALE UNE	RA RA	1% variance 1% variance from (retail-res/bus-dispatch)	50% monthly Resale RC* # of reports 50% monthly UNE RC* # of reports

Self Enforcing Penalties Proposal Details

BILLING							
Billing (Regional)	Usage Timeliness		RA	1 day variance	> 1 day = 25% * monthly ODUF/ADUF billing		
(Regional)	Invoice Timeliness	RESALE (CRIS) UNE (CRIS UNE + CABS)	RA BENCHMARK	1 day variance 1 day variance	.000493 * total monthly bill for each 1 day out of parity		
OTHER							
OSS (Regional)	Pre-ordering and ordering OSS Availability		RA	1% difference aggregated across access to all systems	Credit for 5% of total order volume at a rate of \$20/per order handled for each 1% disparity in access.		
Collocation (individual case)	% DD Missed		BENCHMARK	No Due dates missed	% percent * NRC / week beyond Due date, capped at 25%		
Trunking (State)	Trunk Blockage		RA	Any 2 hours month > 0.5 difference in aggregate blockage	Any 2 hours/ month > 0.5% difference triggers an increase in Reciprocal Compensation Usage payments based on the difference in actual blockage for the hours "missed"		

Comparison of ILEC Measurement/Penalty proposals

COMPANY NAME	NUMBER OF MEASUREMENTS					PENALTY DISTRIBUTION	COMMENTS
	PROCESS MSMTS.	PENALTY Y/N	OUTCOME MSMTS.	PENALTY Y/N	TOTAL MSMTS. With PENALTIES		
BellSouth	0	N	14	Y	14	CLECs	Materiality Adjusted jackknife monthly
Nevada Bell	21x	Y	26x	Y	47	RA & benchmarks	z-test monthly
GTE							
Sprint							
Bell Atlantic / NYNEX	18	Y	22	Y	40	CLEC Specific & aggregate	weighted z scores quarterly
Pacific Bell/SBC	17	?	48	?	65	CLEC specific	?
Ameritech	5x	Y	13x	Y	18x	CLEC specific RA & Benchmarks NRC & RC	z score multi-level analysis quarterly

x - Actual # of measurements is driven by product disaggregation.

Self Enforcing Penalties

Summary

- BellSouth's proposed measures meet all the criteria discussed in our previous meetings
 - “Meaningful” and “Significant”
 - Limited number of measurements
 - Outcome oriented rather than process oriented
 - Statistical or “bright line” test to easily verify “parity”
- The proposed measures demonstrate parity for all CLECs as a whole - the ultimate goal of the process, but compensate individual CLECs for parity failures
- The proposed measures are simpler and present a more understandable picture of the effect on a CLEC's customer than those enacted or proposed by other ILECs

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REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please state the number and percentage of all orders for unbundled local loops in BellSouth's region which were "held" due to a lack of facilities or for any other reason during the most recent 12-month period for which data is available. Please categorize the information by reason for delay, e.g., lack of facilities, by state, and by month.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

The following charts depict the "held" order distribution by month for Kentucky and the BellSouth Region based on CLEC aggregate numbers.

JULY 1999													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (0)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Non Design (0)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Loops with NP	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Region	UNE Design (57)	14	24.6	2	3.51	13	22.8	2	3.51	0	0	0	0
	UNE Non Design (9)	2	22.2	0	0	4	44.4	0	0	0	0	1	11.1
	UNE Loops with NP	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

JUNE 1999													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (8)	2	25.0	0	0	1	12.5	0	0	0	0	0	0
	UNE Non Design (16)	0	0	0	0	2	12.5	0	0	0	0	0	0
	UNE Loops with NP (2)	0	0	0	0	0	0	0	0	0	0	0	0
Region	UNE Design (96)	32	33.3	0	0	26	27.1	7	7.29	0	0	4	4.17
	UNE Non Design (40)	2	5.0	0	0	14	35.0	0	0	0	0	1	2.50
	UNE Loops with NP (103)	13	12.6	0	0	24	23.3	0	0	0	0	0	0

MAY 1999													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (3)	1	33.3	0	0	1	33.3	0	0	0	0	0	0
	UNE Non Design (0)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Loops with NP (0)	0	0	0	0	0	0	0	0	0	0	0	0
Region	UNE Design (70)	22	31.4	2	2.9	20	28.6	4	5.71	0	0	3	4.3
	UNE Non Design (25)	0	0	0	0	8	32.0	0	0	0	0	1	4.0
	UNE Loops with NP(103)	18	17.5	0	0	21	20.4	1	0.97	0	0	0	0

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DECEMBER 1998													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (13)	0	0	0	0	8	61.5	0	0	0	0	0	0
	UNE Non Design (1)	0	0	0	0	1	100	0	0	0	0	0	0
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Region	UNE Design (179)	31	17.3	1	0.56	77	43.0	0	0	0	0	6	3.4
	UNE Non Design (64)	6	9.38	0	0	32	50.0	1	1.6	0	0	1	1.6
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NOVEMBER 1998													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (2)	0	0	0	0	2	100	0	0	0	0	0	0
	UNE Non Design (1)	0	0	0	0	1	100	0	0	0	0	0	0
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Region	UNE Design (179)	17	9.5	0	0	71	39.7	1	0.56	0	0	13	7.3
	UNE Non Design (71)	4	5.63	0	0	26	36.6	0	0	0	0	7	9.9
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
OCTOBER 1998													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (1)	0	0	0	0	1	100	0	0	0	0	0	0
	UNE Non Design (1)	1	100	0	0	0	0	0	0	0	0	0	0
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Region	UNE Design (107)	14	13.1	0	0	44	41.1	0	0	0	0	4	3.74
	UNE Non Design (40)	5	12.5	0	0	24	60.0	0	0	0	0	1	2.50
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SEPTEMBER 1998													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (2)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Non Design (0)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Region	UNE Design (63)	8	12.7	0	0	35	55.6	4	6.4	0	0	6	9.52
	UNE Non Design (13)	1	7.7	0	0	11	84.6	0	0	0	0	2	15.4
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
AUGUST 1998													
(Total Held)		≥ 15 DAYS						≥ 90 DAYS					
		Facilities		Equipment		Other		Facilities		Equipment		Other	
		#	%	#	%	#	%	#	%	#	%	#	%
Kentucky	UNE Design (0)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Non Design (0)	0	0	0	0	0	0	0	0	0	0	0	0
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Region	UNE Design (46)	5	10.9	1	2.2	16	34.8	1	2.2	1	2.2	5	10.9
	UNE Non Design (14)	0	0	0	0	6	42.9	0	0	0	0	2	14.3
	UNE Loops with NP	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Note: Until April 1999, UNE Loops with Number Portability could not be separately identified. Beginning in April 1999, UNE Loops with NP includes both INP and LNP where appropriate.

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- REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the following information with respect to orders for unbundled local loops in BellSouth's region submitted mechanically to BellSouth's OSS in the past 12 months:
- a. What percentage of such orders have been rejected or returned to the submitting CLEC for additional information, clarification, or correction?
 - b. Provide a detailed explanation of how such percentage was calculated.
 - c. What is the interval between detection of an error and CLEC notification of the error?
 - d. Identify the 10 most frequent reasons that a CLEC order is rejected or returned to the submitting CLEC for additional information, clarification, or correction.
 - e. What percentage of the total orders flowed through BellSouth's OSS systems without manual processing?

RESPONSE:

- (a) Zero. BellSouth is unsure of the purpose of this question because BellSouth does not reject orders.
- (b) Not applicable, BellSouth does not reject orders.
- (c) Not applicable, BellSouth does not reject orders.
- (d) Not applicable, BellSouth does not reject orders.
- (e) 100%. All orders submitted to BellSouth whether submitted mechanically or manually are processed by BellSouth's OSS systems.

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REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the average elapsed time from BellSouth's receipt of a valid order to the CLEC's receipt of a firm order confirmation for orders for unbundled local loops in BellSouth's region for the past 12 months.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

The following chart contains the average firm order confirmation interval on valid orders for the aggregate of all CLECs in Kentucky and the BellSouth region. All unbundled local loops are included in the UNE category with the exception of loops with number portability where available

	AVERAGE FIRM ORDER CONFIRMATION INTERVAL TOTAL MECHANIZED ORDERS (DAYS)			
	KENTUCKY		BELLSOUTH REGION	
	UNE	UNE LOOP w NP ¹	UNE	UNE LOOP w NP ¹
July 1999	0	0	1.13	0
June 1999	0	0	2.15	0
May 1999	0	0	1.91	0
April 1999	0	0	12.20	0
March 1999	0	0	2.97	0
February 1999	0	0	0.60	0
January 1999	0	0	0	0
December 1998	0	0	15.10	0
November 1998	0	0	1.74	0
October 1998	0	0	0	0
September 1998	0	0	4.59	0
August 1998	0.57	0	2.01	1.75

¹ UNE Loops with NP includes either INP or LNP where appropriate.

	AVERAGE FIRM ORDER CONFIRMATION INTERVAL NON MECHANIZED ORDERS (DAYS)			
	KENTUCKY		BELLSOUTH REGION	
	UNE	UNE LOOP w NP ¹	UNE	UNE LOOP w NP ¹
July 1999	1.67	1.21	1.49	1.39
June 1999	1.31	1.24	1.28	1.32
May 1999	1.66	1.05	1.21	1.21
April 1999	1.71	0.84	1.27	1.21
March 1999	1.45	1.33	1.45	1.33
February 1999	1.74	0.83	1.90	2.37
January 1999	1.47	1.98	2.87	3.52
December 1998	1.57	1.81	2.35	3.01
November 1998	4.49	3.74	2.72	5.79
October 1998	9.32	6.43	2.92	3.87
September 1998	1.32	1.83	1.85	3.00
August 1998	1.89	4.20	1.72	2.03

¹ UNE Loops with NP includes either INP or LNP where appropriate.

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REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the average elapsed time for BellSouth to provision a CLEC order for an unbundled local loop in BellSouth's region for the past 12 months.

RESPONSE: Although this information is available on the website, BellSouth provides the following information:

The following chart contains the average order completion interval on valid orders only for the aggregate of all CLECs in Kentucky and the BellSouth region. All unbundled local loops are included in the UNE Design category with the exception of loops with number portability where available. The numbers reflect dispatched orders containing < 10 circuits.

AVERAGE ORDER COMPLETION INTERVAL DISPATCH < 10 CIRCUITS (DAYS)				
	KENTUCKY		BELLSOUTH REGION	
	UNE DESIGN	UNE LOOP w NP ¹	UNE	UNE LOOP w NP ¹
July 1999	12.62	NA	14.32	NA
June 1999	10.64	16.73	10.76	12.59
May 1999	9.68	9.93	10.16	11.97
April 1999	20.14	13.00	12.65	0
March 1999	41.94	13.50	11.62	13.51
February 1999	11.57	9.00	13.07	12.66
January 1999	15.22	14.83	15.08	13.66
December 1998	10.72	8.56	14.64	15.49
November 1998	11.65	NA	12.45	NA
October 1998	11.33	NA	11.75	NA
September 1998	7.80	NA	11.16	NA
August 1998	6.75	NA	10.64	NA

¹ UNE Loops with NP includes either INP or LNP where appropriate.

REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, provide (without identifying the customer) the averaged elapsed time it took for BellSouth to fulfill each request for physical and virtual collocation measured from the time the request was received for the past 12 months.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

BellSouth did not begin producing a collocation report until November 1998. The following chart shows the average arrangement time for Kentucky and the BellSouth region for both physical and virtual collocation.

	COLLOCATION AVERAGE ARRANGEMENT TIME (CALENDAR DAYS)			
	VIRTUAL		PHYSICAL	
	Kentucky	BellSouth Region	Kentucky	BellSouth Region
July 1999		72		84
June 1999		58		140
May 1999		46		111
April 1999		19		107
March 1999		52		106
February 1999		39		131
January 1999				125
December 1998		62	86	120
November 1998				

REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the following information for all CLEC orders for unbundled local loops processed by BellSouth throughout its region in the last 12 months:

- a. The average jeopardy notice interval;
- b. Describe in detail how the interval was calculated, including all calculations and assumptions;
- c. What percentage of CLEC orders were given a jeopardy notice?

RESPONSE: Although this information is available on the website, BellSouth provides the following:

a. and c.

	AVERAGE JEOPARDY NOTICE INTERVAL (HOURS:MINUTES)		% OF ORDERS IN JEOPARDY (%)	
	Kentucky	BellSouth Region	Kentucky	BellSouth Region
July 1999	0	299:12	0	4.51
June 1999	0	0	0	0
May 1999	160:05	171:01	2.72	0.66
April 1999	0	133:15	0	0.81
March 1999	0	123:21	0	0.44
February 1999	102:23	138:58	2.99	0.88
January 1999	135:57	134:21	1.68	1.02
December 1998	66:24	143:11	4.76	0.48
November 1998	0	128:48	0	1.76
October 1998	79:59	136:36	1.96	1.52
September 1998	329:00	128:31	3.17	1.43
August 1998	0	98:18	0	0.19

Note: The Aug. 1998-June 1999 numbers reflect a total of all UNEs. The July 1999 numbers are for UNE Non-Design only. There were no UNE Design orders in July 1999.

- b. The average jeopardy notice interval equals the sum of the date and time of scheduled due date on service order minus the date and time of jeopardy notice divided by the number of orders in jeopardy in the reporting period. Any order canceled by the CLEC or held for CLEC end user reasons are excluded from this measurement.

REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the following information for all CLEC orders for unbundled local loops provisioned by BellSouth in the last 12 months:

- What percent involved missed installation appointments?
- Describe in detail how the percentage was calculated including all calculations and assumptions.
- What was the average completion notice interval?

RESPONSE: Although this information is available on the website, BellSouth provides the following:

a.

	% MISSED INSTALLATION APPOINTMENTS DISPATCH < 10 CIRCUITS (%)			
	KENTUCKY		BELLSOUTH REGION	
	UNE DESIGN	UNE LOOP w NP ¹	UNE	UNE LOOP w NP ¹
July 1999	7.94	NA	13.85	NA
June 1999	30.30	3.30	14.10	8.42
May 1999	16.67	0	14.63	7.71
April 1999	16.22	20.00	16.24	10.36
March 1999	18.75	11.54	13.51	9.03
February 1999	10.81	18.18	10.55	6.20
January 1999	12.31	8.70	13.29	7.13
December 1998	12.50	8.33	13.05	9.11
November 1998	41.18	NA ¹	12.38	NA ¹
October 1998	33.33	NA ¹	8.84	NA ¹
September 1998	24.00	NA ¹	10.48	NA ¹
August 1998	8.33	NA ¹	8.34	NA ¹

¹ UNE Loops with NP includes either INP or LNP where appropriate. Prior to December 1998, UNE Loop with NP was not broken out separately.

- The percent missed installation appointments equals the sum of the number of orders missed in the reporting period divided by the number of orders completed in the reporting period times 100. Installation appointments missed due to end user reasons have been excluded from the above numbers.
- The average completion notice interval report is a new report for BellSouth, introduced in December 1998. Since that time BellSouth discovered an error in the way the OSS logged the appropriate data to produce an accurate completion notice interval report. BellSouth is in the process of making the necessary changes to the OSS and a new and accurate order completion notice interval report was made available August 15, 1999.

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REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the following information for all CLEC orders for unbundled local loops provisioned by BellSouth which required BellSouth to disconnect an unbundled loop from BellSouth's switch and cross connect it to a CLEC in BellSouth's region in the past 12 months:

- a. The number of such requests;
- b. The average time it took BellSouth to complete the conversion.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

- a. BellSouth's SQM reports for Coordinated Customer Conversions does not contain the actual number of requests. To attempt to go back 12 months to produce this data would require more time than is currently available in this proceeding. BellSouth is willing to provide this data at a later date if the Commission feels it is still necessary.
- b. The following chart is the average interval in minutes for unbundled loops.

	COORDINATED CUSTOMER CONVERSION AVERAGE INTERVAL (MINUTES)	
	Kentucky	BellSouth Region
July 1999	6.00	5.32
June 1999	15.00	4.69
May 1999	0	4.10
April 1999	4.25	6.94
March 1999	18.00	5.82
February 1999	3.17	5.04
January 1999	5.03	4.79
December 1998	3.78	7.70
November 1998	16.00	9.97
October 1998	0	7.56
September 1998	10.42	9.35
August 1998	10.67	7.60

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REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the total number of trouble reports received by BellSouth from CLECs in BellSouth's region in the past 12 months and state what percent were not cleared by the date and time committed?

RESPONSE: Although this information is available on the website, BellSouth provides the following:

- (a) BellSouth's SQM reports for maintenance and repair do not contain the actual number of requests. To attempt to go back 12 months to produce this data would require more time than is currently available in this proceeding. BellSouth is willing to provide this data at a later date if the Commission feels it is still necessary.
- (b) The following chart reflects the percent missed appointments for the aggregate of CLECs in Kentucky and the BellSouth region.

	Kentucky (%)					BellSouth Region (%)				
	RESALE			UNEs		RESALE			UNEs	
	Res.	Bus.	Design	Design	N-Design	Res.	Bus.	Design	Design	N-Design
July 1999	9.87	15.68	0	23.08	72.41	11.68	20.71	2.68	20.11	36.75
June 1999	7.53	13.62	0	30.00	100.0	10.45	19.29	2.52	19.63	35.28
May 1999	9.33	10.36	7.14	0	0	9.51	19.23	1.74	15.27	53.33
April 1999	7.01	8.45	0	42.11	0	9.33	17.85	0.77	14.52	28.57
March 1999	13.18	10.34	0	18.18	0	8.94	16.86	0.38	16.89	30.65
February 1999	4.85	10.88	0	11.76	0	2.89	1.30	0.55	2.13	0.05
January 1999	5.96	10.18	0	25.00	100.0	9.25	17.43	0	16.52	53.49
December 1998	12.36	13.47	0	18.75	0	11.11	18.55	2.50	14.84	34.57
November 1998	7.46	12.41	0	9.09	100.0	11.94	17.08	2.03	13.08	36.96
October 1998	9.22	17.18	0	0	20.00	13.02	18.39	3.07	6.22	43.14
September 1998	11.78	10.21	0	25.93	25.00	12.04	19.97	5.78	19.10	31.25
August 1998	10.42	16.93	0	0	0	14.93	22.90	4.96	17.23	24.49

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REQUEST: Provide the same information requested in Interrogatory No. 60 for BellSouth's retail operations.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

- (a) BellSouth's SQM reports for maintenance and repair do not contain the actual number of requests. To attempt to go back 12 months to produce this data would require more time than is currently available in this proceeding. BellSouth is willing to provide this data at a later date if the Commission feels it is still necessary.
- (b) The following chart reflects the percent missed appointments for BellSouth Retail in Kentucky and the BellSouth region.

	Kentucky (%)			BellSouth Region (%)		
	BellSouth Retail			BellSouth Retail		
	Res.	Bus.	Design	Res.	Bus.	Design
July 1999	8.14	13.96	3.09	11.49	19.70	5.39
June 1999	8.80	14.38	2.67	11.54	18.88	3.67
May 1999	6.51	13.57	3.28	10.39	17.88	2.51
April 1999	6.54	10.74	1.89	10.60	18.68	2.08
March 1999	10.30	14.74	0.86	9.50	16.52	1.98
February 1999	5.35	11.60	2.34	9.88	15.10	1.87
January 1999	7.02	11.76	3.09	11.22	16.12	2.29
December 1998	9.84	13.48	3.95	11.36	16.68	2.42
November 1998	7.28	9.80	4.40	12.33	16.13	2.61
October 1998	8.74	11.74	5.34	13.11	16.95	2.89
September 1998	8.58	12.51	4.87	12.43	17.19	3.29
August 1998	8.73	12.24	2.87	14.49	18.87	3.29

NOTE: There is currently no equivalent retail analog for UNEs. BellSouth is currently working with a consortium of CLECs in a series of workshops in Louisiana to identify appropriate retail analogs or benchmarks for UNES.

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REQUEST: To the extent not presently available in BellSouth's SQM reports on its website, please provide the total number of out of service troubles reported to BellSouth by CLECs in BellSouth's region in the past 12 months:

- a. Provide the percent cleared in excess of 24 hours;
- b. Provide the percent cleared in excess of 48 hours;
- c. Provide the percent cleared in excess of 72 hours.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

(a) Provide the percent cleared in excess of 24 hours;

	Kentucky (%)					BellSouth Region (%)				
	RESALE			UNEs		RESALE			UNEs	
	Res.	Bus.	Design	Design	N-Design	Res.	Bus.	Design	Design	N-Design
July 1999	15.29	7.02	0	23.08	0	49.29	10.73	2.68	20.11	26.48
June 1999	13.69	8.96	0	30.00	0	43.60	12.07	2.52	19.63	27.46
May 1999	18.42	4.48	7.14	0	0	34.68	9.16	1.74	15.27	30.77
April 1999	14.33	3.80	0	42.11	0	33.51	8.86	0.77	14.52	17.65
March 1999	45.71	2.94	0	18.18	0	33.03	7.54	0.38	16.89	16.67
February 1999	8.23	3.90	0	11.76	0	37.46	9.36	2.27	17.06	25.00
January 1999	12.33	5.74	0	25.00	0	43.32	16.91	0	16.52	45.00
December 1998	14.10	12.63	0	18.75	0	36.97	11.96	2.50	14.84	17.78
November 1998	16.24	10.10	0	9.09	0	34.56	14.30	2.03	13.08	39.29
October 1998	21.50	7.81	0	0	0	38.33	19.72	3.07	6.22	31.17
September 1998	16.93	4.35	0	25.93	0	37.69	17.37	5.78	19.10	20.59
August 1998	7.65	15.94	0	0	0	39.18	15.58	4.96	17.23	18.92

(b) Provide the percent cleared in excess of 48 hours.
 BellSouth does not currently capture this measurement as part of BellSouth's Service Quality Measurements reports. To attempt to produce this data would be expensive and would necessitate a special computer run of the archived data and there is not sufficient time to accomplish this request.

(c) Provide the percent cleared in 72 hours.
 BellSouth does not currently capture this measurement as part of BellSouth's Service Quality Measurements reports. To attempt to produce this data would be expensive and would necessitate a special computer run of the archived data and there is not sufficient time to accomplish this request.

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REQUEST: Provide the same information requested in Interrogatory No. 62 for BellSouth's retail operations.

RESPONSE: Although this information is available on the website, BellSouth provides the following:

(a) Provide the percent cleared in excess of 24 hours;

	Kentucky (%)			BellSouth Region (%)		
	BellSouth Retail			BellSouth Retail		
	Res.	Bus.	Design	Res.	Bus.	Design
July 1999	13.50	6.22	3.09	37.40	13.18	5.39
June 1999	19.04	6.96	2.67	32.52	12.18	3.67
May 1999	12.09	5.11	3.28	26.39	9.90	2.51
April 1999	11.05	4.89	1.89	22.55	9.07	2.08
March 1999	35.90	6.48	0.86	23.51	9.51	1.98
February 1999	9.20	4.69	2.34	27.67	10.78	1.87
January 1999	13.45	8.01	3.09	31.18	13.93	2.29
December 1998	15.61	11.08	3.95	33.09	13.95	2.42
November 1998	13.42	10.60	4.40	28.25	14.74	2.61
October 1998	14.20	11.16	5.34	35.12	20.14	2.89
September 1998	11.70	9.70	4.87	33.35	17.68	3.00
August 1998	9.20	10.07	2.87	34.68	17.73	3.29

NOTE: There is currently no equivalent retail analog for UNES. BellSouth is currently working with a consortium of CLECs in a series of workshops in Louisiana to identify appropriate retail analogs or benchmarks for UNES.

(b) Provide the percent cleared in excess of 48 hours.

BellSouth does not currently capture this measurement as part of BellSouth's Service Quality Measurements reports. To attempt to produce this data would be expensive and would necessitate a special computer run of the archived data and there is not sufficient time to accomplish this request.

(c) Provide the percent cleared in 72 hours.

BellSouth does not currently capture this measurement as part of BellSouth's Service Quality Measurements reports. To attempt to produce this data would be expensive and would necessitate a special computer run of the archived data and there is not sufficient time to accomplish this request.

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Kentucky Public Service Commission
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- REQUEST: With respect to the contractual or tariffed arrangements between BellSouth and its retail and access customers, do any such arrangements for service include a commitment by BellSouth to provide rebates, credits, prorated bills, or other forms of compensation in the event the retail or access customer experiences a service outage? If the answer is yes, please provide the following information for each such arrangement:
- a. The individual service or product for which BellSouth agrees to provide rebates, credits, prorated bills, or other compensation in the event of a service outage;
 - b. The criteria governing the point at which the BellSouth retail or access customer would be entitled to the prescribed credit, proration, or other compensation for each such service or product;
 - c. The formula or methodology for quantifying the amount of credit, proration, or other compensation to which the BellSouth retail or access customer would be entitled that is applicable to each such service or product;
 - d. The name of the tariff (including the page number and paragraph number) that delineates the right of the BellSouth retail or access customer to a credit, proration, or other compensation and sets forth the methodology for quantifying and applying same;
 - e. The dollar amount of credits, prorations, rebates, or other forms of compensation that BellSouth has provided to its retail and access customers for each such service or product (1) during calendar year 1998 and (2) during 1999 to date.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that it is overly broad and burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. However, in an effort to be responsive, BellSouth offers the following. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth has entered into 261 agreements with CLECs operating in Kentucky. All such agreements, as well as tariffs, are filed with the Kentucky Public Service Commission as public documents. ICG may wish to review such agreements and tariffs to obtain the date on which such documents were executed and the nature of the agreements.

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Kentucky Public Service Commission
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- REQUEST: With respect to the tariffed or contractual arrangements between BellSouth and its retail and access customers, in the event a BellSouth retail or access customer experiences an outage, does BellSouth ever provide a replacement service or product at a discount from the standard or discounted contractual or tariffed rate? If the answer is yes, please provide:
- a. Each service or product that is the subject of a commitment or business practice of discounted replacement services;
 - b. The criteria for determining the circumstances under which replacement services would be provided;
 - c. The specific replacement services that would be provided for each service or product in the event of a "qualifying" outage;
 - d. The discount that would be provided with each such replacement service;
 - e. The tariff (including page number and paragraph number) that sets forth the customer's right to replacement service, the circumstances under which replacement services will be provided, and the amount of the discount for the replacement service for each service or product listed in response to above; and
 - f. The dollar value of discounted replacement services provided in lieu of the interrupted service during calendar years 1998 and 1999 to date.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that it is overly broad and burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. However, in an effort to be responsive, BellSouth offers the following. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth has entered into 261 agreements with CLECs operating in Kentucky. All such agreements, as well as tariffs, are filed with the Kentucky Public Service Commission as public documents. ICG may wish to review such documents to obtain the date on which such documents were executed and the nature of the agreements.

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CATEGORY	FUNCTION
F. Operator Services (Toll) and Directory Assistance	1. Average Speed to Answer 2. Percent Answered within "X" seconds
G. E911	1. E911 Mean Interval 2. Timeliness and Accuracy
H. Trunk Group Performance	1. Comparative Trunk Group Service Summary 2. Trunk Group Service Detail
I. Collocation	1. Average Response Time 2. Average Arrangement Time 3. Percent of Due Dates Missed

- a. The FCC defines three standards for access in the Telecommunications Act and subsequent First and Second Report and Orders as follows: 1) provide services in "substantially the same time and manner", FCC 96-325, § V.5, ¶ 518, 2) provide services that "provide an efficient competitor a meaningful opportunity to compete", FCC 96-325, § I., ¶ 9, and 3) provide "equal in quality" interconnection services, FCC 96-325, § IV.H, ¶ 224. Generally, item 1) applies to those services where there is a BellSouth retail analog, i.e. Resale, item 2) applies to those services where no retail analog exists, i.e. Unbundled Network Elements, and item 3) applies to Local Interconnection Trunking. BellSouth's performance measurements, listed in the matrix above, support one or more of these standards as appropriate based on whether the measurement is for Resale, UNEs, or Local Interconnection Trunking.
- b. & d. These requests are covered in detail in the latest version of the BellSouth Service Quality Measurements (SQM) document attached.
- c. The actual commercial usage data from which BellSouth's SQM reports are derived would be both burdensome and voluminous to attempt to attach to this request since it would include all the data stored in the OSSs associated with all the CLEC activity outlined in the above matrix. Monthly reports associated with the BellSouth SQM are posted on the BellSouth web site and filed with the Kentucky PSC.

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

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PRE-ORDERING - OSS

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

Revision date: 06/28/99 (lg)

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LEGACY SYSTEM ACCESS TIMES FOR RNS

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

LEGACY SYSTEM ACCESS TIMES FOR LENS

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

LEGACY SYSTEM ACCESS TIMES FOR TAG

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

Revision date: 08/10/99 (lg)

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PRE-ORDERING

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

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OSS Interface Availability

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

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Summary)
Definition:
The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth Telecommunications' (BST) Operations Support Systems (OSS) without manual intervention
Exclusions:
<ul style="list-style-type: none">• Fatal Rejects• Auto Clarification• Manual Fallout• CLEC System Fallout
Business Rules:
The CLEC mechanized ordering process includes all LSRs, which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.
Definitions:
Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.
Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.
Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout.
<ol style="list-style-type: none">1. Complex services*2. Expedites (requested by the CLEC)3. Special pricing plans4. Denials-restore and conversion, or disconnect and conversion orders5. Partial migrations6. Class of service invalid in certain states with some types of service7. New telephone number not yet posted to BOCRIS8. Low volume such as activity type "T" (move)9. Pending order review required10. More than 25 business lines11. Restore or suspend for UNE combos12. Transfer of calls option for the CLEC's end users13. CSR inaccuracies such as invalid or missing CSR data in CRIS
* Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.
Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Calculation:	
Percent Flow Through Service Requests = $\Sigma[(\text{Total number of valid service requests that flow-through to the BST OSS}) / (\text{Total number of valid service requests delivered to the BST OSS}) \times 100$	
Description:	
Percent Flow Through = (The total number of LSRs that flow through LESOG to the BST OSS) / (the number of LSRs passed from LEO to LESOG) – $\Sigma[(\text{the number of LSRs that fall out for manual processing}) + (\text{the number of LSRs that are returned to the CLEC for clarification}) + (\text{the number of LSRs that contain errors made by CLECs})] \times 100.$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate <ul style="list-style-type: none"> ➢ Region • BST Aggregate <ul style="list-style-type: none"> ➢ Region 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total number of LSRs received, by interface, by CLEC: <ul style="list-style-type: none"> ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC: <ul style="list-style-type: none"> ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC caused system fallout • Total number of errors by error code 	<ul style="list-style-type: none"> • Report month • Total number of errors by type: <ul style="list-style-type: none"> ➢ BST system error
Retail Analog/Benchmark:	
Retail Analog: BST Residence Flow Through	

Revision Date: 06/25/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:
Percent Flow Through Service Requests (Detail)
Definition:
A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth Telecommunications' (BST) Operations Support Systems (OSS) without manual or human intervention.
Exclusions:
<ul style="list-style-type: none">• Fatal Rejects• Auto Clarification• Manual Fallout• CLEC System Fallout
Business Rules:
<p>The CLEC mechanized ordering process includes all LSRs, which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p>
Definitions:
<p>Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.</p>
<p>Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.</p>
<p>Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:</p>
<ol style="list-style-type: none">1. Complex services*2. Expedites (requested by the CLEC)3. Special pricing plans4. Denials-restore and conversion, or disconnect and conversion orders5. Partial migrations6. Class of service invalid in certain states with some types of service7. New telephone number not yet posted to BOCRIS8. Low volume such as activity type "T" (move)9. Pending order review required10. More than 25 business lines11. Restore or suspend for UNE combos12. Transfer of calls option for the CLEC's end users13. CSR inaccuracies such as invalid or missing CSR data in CRIS
<p>*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p>
<p>Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p>

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Calculation:	
Percent Flow Through Service Requests = (Total number of valid service requests that flow-through to the BST OSS) / (Total number of valid service requests delivered to the BST OSS) X 100	
Description:	
Percent Flow Through = The total number of LSRs that flow through LESOG to the BST OSS / (the number of LSRs passed from LEO to LESOG) – Σ[(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.	
Report Structure:	
<ul style="list-style-type: none"> • Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following: <ul style="list-style-type: none"> ➢ CLEC (by alias designation) ➢ Number of fatal rejects ➢ Mechanized interface used ➢ Total mechanized LSRs ➢ Total manual fallout ➢ Number of auto clarifications returned to CLEC ➢ Number of validated LSRs ➢ Number of BST caused fallout ➢ Number of CLEC caused fallout ➢ Number of Service Orders Issued ➢ Base calculation ➢ CLEC error excluded calculation 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • CLEC Specific (by alias designation to protect CLEC specific proprietary data) <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> ➢ TAG ➢ EDI ➢ LENS • Total number of errors by type, by CLEC <ul style="list-style-type: none"> ➢ Fatal rejects ➢ Total fallout for manual processing ➢ Auto clarification ➢ CLEC errors • Total number of errors by error code 	<ul style="list-style-type: none"> • Report month • Total number of errors by type: <ul style="list-style-type: none"> ➢ BST system error
Retail Analog/Benchmark:	
Retail Analog: BST Residence Flow Through	

Revision Date: 06/25/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:	
Flow Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS.	
Exclusions:	
Each Error Analysis is error code specific; therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type.	
Report Structure:	
<ul style="list-style-type: none"> • Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: <ul style="list-style-type: none"> ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC by CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total number of LSRs received • Total number of errors by type (by error code) <ul style="list-style-type: none"> ➢ CLEC caused error 	<ul style="list-style-type: none"> • Report month • Total number of errors by type (by error code) <ul style="list-style-type: none"> ➢ BST system error
Retail Analog/Benchmark:	
None	

Revision Date: 06/25/99 (tm)

BellSouth
Service Quality Measurements
Regional Performance Reports

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

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

BellSouth
Service Quality Measurements
Regional Performance Reports

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

BellSouth
Service Quality Measurements
Regional Performance Reports

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

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

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:	
Percent Rejected Service Requests	
Definition:	
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by the CLEC	
Business Rules:	
<p>Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. Fatal Rejects are included in the calculation for regional reports only. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. <p>Partially Mechanized: A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs.</p> <p>Non Mechanized: An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.</p>	
Calculation:	
Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month.	
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> > Resale Residence > Resale Business > Resale Specials > UNE > UNE Loop with NP > Other > Trunks 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region
Retail Analog/Benchmark	
Retail Analog	

Revision date: 07/30/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:	
Reject Interval	
Definition:	
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete.	
Exclusions:	
Service Requests canceled by CLEC	
Business Rules:	
<p>Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category.</p> <p>Partially Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling and is rejected back to the CLEC.</p> <p>Total Mechanized = Combination of Fully Mechanized and Partially Mechanized LSRs.</p> <p>Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON.</p>	
Calculation:	
Reject Interval = $\Sigma[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Rejected in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order • Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours. • Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours • Average Interval in Days. 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region 	<ul style="list-style-type: none"> • Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region
Retail Analog/Benchmark:	
Retail Analog	

Revision date: 06/28/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

Report/Measurement:	
Firm Order Confirmation Timeliness	
Definition:	
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation.	
Exclusions:	
<ul style="list-style-type: none"> • Rejected LSRs • Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours. 	
Business Rules:	
<ul style="list-style-type: none"> • Mechanized - The elapsed time from receipt of a valid LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS. • Partially Mechanized - The elapsed time from receipt of an electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • Total Mechanized = Combination of Fully Mechanized and Partially Mechanized LSRs • Non-Mechanized - The elapsed time from receipt of an LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. 	
Calculation:	
Firm Order Confirmation Timeliness = $\Sigma[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale - Residence ➢ Resale - Business ➢ Resale - Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP ➢ Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation (MSA) as required by State Commission Order • < 10 and > 10 Circuits/Lines 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total number of LSRs • State and Region 	<ul style="list-style-type: none"> • Report Month • Interval for FOC • Total Number of LSRs • State and Region
Retail Analog/Benchmark:	
Retail Analog	

Revision date: 06/28/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

ORDERING

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

Revision date: 06/28/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:
Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Exclusions:
<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
<p>Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).</p>
Calculation:
<p>Mean Held Order Interval:</p> $\Sigma (\text{Reporting Period Close Date} - \text{Committed Order Due Date}) / (\text{Number of Orders Pending and Past The Committed Due Date})$ <p>Held Order Distribution Interval:</p> $(\# \text{ of Orders Held for } \geq 90 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$ $(\# \text{ of Orders Held for } \geq 15 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope
<p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNES-Retail Analog (under development at this time)</p>	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:	
Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice	
Definition:	
When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods 	
Business Rules:	
When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.	
Calculation:	
<p>Average Jeopardy Interval = $\Sigma [(Date\ and\ Time\ of\ Scheduled\ Due\ Date\ on\ Service\ Order) - (Date\ and\ Time\ of\ Jeopardy\ Notice)] / (Number\ of\ Orders\ Notified\ of\ Jeopardy\ in\ Reporting\ Period)$.</p> <p>Percent of Orders Given Jeopardy Notice = $\Sigma [(Number\ of\ Orders\ Given\ Jeopardy\ Notices\ in\ Reporting\ Period) / (Number\ of\ Orders\ Committed\ (due)\ in\ Reporting\ Period)$</p>	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific and CLEC Aggregate • BST Aggregate (under development with estimated release date of 8/15/99 for June reporting) 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order 	
Data Retained Relating to CLEC Experience <ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type 	Data Retained Relating to BST Experience <ul style="list-style-type: none"> • Under development (8/99)
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
Retail Analog/Benchmark:	
Under Development (8/99)	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:
Percent Missed Installation Appointments
Definition:
"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders
Business Rules:
Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are, requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments = $\frac{\Sigma (\text{Number of Orders Not Complete by Committed Due Date in Reporting Period})}{(\text{Number of Orders Completed in Reporting Period})} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING (Percent Missed Installation Appointments – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
<p>Retail Analog/Benchmark: CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)</p>	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement :
Average Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation :
Average Completion Interval: $\Sigma [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / \Sigma (\text{Count of Orders Completed in Reporting Period})$
Order Completion Interval Distribution: $\Sigma (\text{Service Orders Completed in "X" days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+ • UNE and Design reported in day intervals = 0-5, 6-10, 11-15, 16-20, 21-25, 26-30, 30+ • All Levels are reported <10 line/circuits; >10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark	
CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNES-Retail Analog (under development at this time)	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:
Average Completion Notice Interval
Definition:
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.
Exclusions:
<ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders
Business Rules:
Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he enters the completion information in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically.
Calculation:
$\frac{\Sigma (\text{Date and Time of Notice of Completion}) - (\text{Date and Time of Work Completion})}{(\text{Number of Orders Completed in Reporting Period})}$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting)
Level of Disaggregation:
<ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; > 10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING – (Average Completion Notice Interval- Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<p>Report Month</p> <ul style="list-style-type: none"> • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • BST Analog expected release 8/15/99 reports
<p>Retail Analog/Benchmark:</p>	
<p>Under Development at this time 8/15/99</p>	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:	
Coordinated Customer Conversions	
Definition:	
This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without INP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Unbundled Loops where there is no existing subscriber loop 	
Business Rules:	
Where the service order includes INP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
Σ [(Completion Date and Time for Cross Connection of an Unbundled Loop)- (Disconnection Date and Time of an Unbundled Loop)] / Total Number of Unbundled Loop Items for the reporting period.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in intervals <=5 minutes; >5,<15 minutes; >15 minutes, plus Overall Average interval • Product Reporting Levels <ul style="list-style-type: none"> ➢ UNE Loops without INP ➢ UNE Loops with INP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation as required by State Commission Order 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP Orders) • Total Items 	<ul style="list-style-type: none"> • No BST Analog Exists
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development.	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement:
% Provisioning Troubles within 30 days of Service Order Activity
Definition:
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders
Business Rules:
<p>Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report.</p> <p>D & F orders are excluded as there is no subsequent activity following a disconnect.</p>
Calculation:
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\sum (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders in a completed in the report calendar month})} \times 100$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (Under Development at this time)</p>	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

PROVISIONING

Report/Measurement :
Total Service Order Cycle Time (TSOCT) (under development 3Q99)
Definition:
This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval. This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed
Calculation :
Total Service Order Cycle Time (under development)
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals under development • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ POTS - Residence ➢ POTS - Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with INP (Design and Non-Design) ➢ UNE 2 Wire Loop without INP (Design and Non-Design) ➢ UNE Loop Other with INP (Design and Non-Design) ➢ UNE Loop Other without INP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
<p>Retail Analog/Benchmark</p>	
<p>Under development (BST retail analog available at this time would be Average Completion Interval)</p>	

Revision date: 06/24/99 (taf)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.	
Calculation:	
Percentage of Missed Repair Appointments = $\frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non-Design – GA ONLY</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> > POTS – Residence, Business > Design > PBX, CENTREX and ISDN > UNE 2 Wire Loop (Design and Non – Design) > UNE Loop Other (Design and Non Design) > UNE Other (Design and Non – Design) > Switching, Local Transport and Combos (under development) > Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> > State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

Retail Analog/Benchmark

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

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
Customer Trouble Report Rate	
Definition:	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with administrative service. • Customer provided Equipment (CPE) troubles or CLEC equipment troubles. 	
Business Rules:	
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month.	
Calculation:	
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate. 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching , Local Transport, and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Retail Analog/Benchmark:

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

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:
Maintenance Average Duration
Definition:
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.
Exclusions:
<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service • Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles. • Trouble reports greater than 10 days
Business Rules:
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system).
Calculation:
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate
Level of Disaggregation:
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS– Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design Non – Design) ➢ UNE Loop Other (Design Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
<p>Retail Analog/Benchmark:</p> <p>CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs - Retail Analog (under development at this time)</p>	

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
Percent Repeat Troubles within 30 Days	
Definition:	
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Includes Customer trouble reports received within 30 days of an original Customer trouble report.	
Calculation:	
Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> > POTS Residence and Business > Design > PBX, CENTREX and ISDN > UNE 2 Wire Loop (Design and Non – Design) > UNE Loop Other (Design and Non – Design) > UNE Other (Design Non – Design) > Switching, Local Transport and Combos (under development) > Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> > State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code parentheses is the corresponding header format found in the raw data file.	

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Retail Analog/Benchmark:

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

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MANTENANCE & REPAIR

Report/Measurement:	
Out of Service (OOS) > 24 Hours	
Definition:	
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.)	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate. 	
Level of Disaggregation:	
<p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> > POTS Residence and Business > Design > PBX and CENTREX and ISDN > UNE 2 Wire Loop (Design and Non – Design) > UNE Loop Other (Design and Non – Design) > UNE Other (Design and Non – Design) > Switching, Local Transport and Combos (under development) > Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> > State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	

BellSouth
Service Quality Measurements
Regional Performance Reports

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

Retail Analog/Benchmark:

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

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

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

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

Report/Measurement:	
OSS Response Interval and Percentages	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
Exclusions:	
Queries received during scheduled system maintenance time.	
Business Rules:	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester.	
Calculation:	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, ≥ 4 to 10, ≥ 10 , ≥ 30 seconds.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate. 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • CLEC Transaction Intervals 	<ul style="list-style-type: none"> • BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
Retail Analog Audit Verification	

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

MAINTENANCE & REPAIR

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

Revision date: 06/09/99 (see)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Invoice Accuracy	
Definition:	
This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
<ul style="list-style-type: none"> • Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer) 	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
$\text{Invoice Accuracy} = \frac{(\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month})}{\text{Total Billed Revenues during current month}} \times 100$	
Report Structure:	
CLEC Specific, CLEC Aggregate and BST Aggregate	
Level of Disaggregation :	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> > Resale > UNE > Interconnection • Geographic Scope <ul style="list-style-type: none"> > Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Invoice Type • Total Billed Revenue • Billing Related Adjustments 	<ul style="list-style-type: none"> • Report Month • Retail Type <ul style="list-style-type: none"> > CRIS > CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark	
Retail Analog	

Revision date: 08/02/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

Report/Measurement:	
Mean Time to Deliver Invoices	
Definition:	
This measure provides the mean interval for billing invoices	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
$\text{Mean Time To Deliver Invoices} = \frac{\sum [(\text{Invoice Transmission Date}) - (\text{Close Date of Scheduled Bill Cycle})]}{(\text{Count of Invoices Transmitted in Reporting Period})}$	
Report Structure:	
CLEC Specific, CLEC Aggregate and BST Aggregate	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> > Resale > UNE > Interconnection • Geographic Scope <ul style="list-style-type: none"> > Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Invoice Type • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report Month • Retail Type <ul style="list-style-type: none"> > CRIS > CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
CRIS-based invoices will be released for delivery within six (6) business days	
CABS-based invoices will be released for delivery within eight (8) calendar days.	

Revision date: 07/30/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

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

Revision date: 08/0/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

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

Revision date: 08/02/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

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

Revision date: 08/02/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

BILLING

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

Revision date: 07/30/99 (lg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

E911

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

E911

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

E911

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

Revision Date: 06/29/99 (tg)

BellSouth
Service Quality Measurements
Regional Performance Reports

TRUNK GROUP PERFORMANCE

Report/Measurement:	
Trunk Group Service Report	
Definition:	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Aggregate <ul style="list-style-type: none"> > CTTG > Local • CLEC Aggregate <ul style="list-style-type: none"> > BST Administered CLEC Trunk > CLEC Administered CLEC Trunk • CLEC Specific <ul style="list-style-type: none"> > BST Administered CLEC Trunk > CLEC Administered CLEC Trunk 	
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
Retail Analog	

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BellSouth
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TRUNK GROUP PERFORMANCE

Report/Measurement:	
Trunk Group Service Detail	
Definition:	
A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks 	<ul style="list-style-type: none"> • CLEC Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports
Retail Analog/Benchmark:	
Retail Analog	

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COLLOCATION

Report/Measurement:
Collocation/Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
<ul style="list-style-type: none"> • Requests to augment previously completed arrangements • Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = $\Sigma(\text{Request Response Date}) - (\text{Request Submission Date}) / \text{Count of Responses Returned within Reporting Period.}$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
Data Retained:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Revision Date: 06/29/99 (tg)

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COLLOCATION

Report/Measurement:
Collocation/Average Arrangement Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement.
Exclusions:
<ul style="list-style-type: none"> • Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
Average Arrangement Time = $\Sigma(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted}) / \text{Total Number of Collocation Arrangements Completed during Reporting Period}$.
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
Data Retained:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Revision Date: 06/29/99 (tg)

BellSouth
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COLLOCATION

Report/Measurement:
Collocation/Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
<ul style="list-style-type: none"> • Any Bona Fide firm order cancelled by the CLEC • Bona Fide firm orders to augment previously completed arrangements • Time for BST to obtain permits • Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement.
Calculation:
$\% \text{ of Due Dates Missed} = \frac{\Sigma (\text{Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period})}{\text{Number of Orders Completed in Reporting Period}} \times 100$
Report Structure:
<ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical
Data Retained:
<ul style="list-style-type: none"> • Report period • Aggregate data
Retail Analog/Benchmark:
Under development

Revision Date: 06/29/99 (tg)

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Appendix A: Reporting Scope*

<p>Standard Service Groupings</p>	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP <p><u>Provisioning</u></p> <ul style="list-style-type: none"> • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> • BST CTTG Trunk Groups • CLEC Trunk Groups
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BellSouth
Service Quality Measurements
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Appendix A: Reporting Scope

<p>Standard Service Order Activities</p> <p><i>These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i></p>	<ul style="list-style-type: none"> • New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
<p>Pre-Ordering Query Types:</p> <p>Maintenance Query Types:</p>	<ul style="list-style-type: none"> • Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
<p>Report Levels</p>	<ul style="list-style-type: none"> • CLEC RESH • CLEC MSA • CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

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

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Appendix B: Glossary of Acronyms and Terms

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

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Appendix B: Glossary of Acronyms and Terms - Continued

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

BellSouth
Service Quality Measurements
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Appendix B: Glossary of Acronyms and Terms - Continued

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

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Appendix B: Glossary of Acronyms and Terms – Continued

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

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Appendix B: Glossary of Acronyms and Terms – Continued

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

BellSouth
Service Quality Measurements
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Appendix C

BELLSOUTH'S AUDIT POLICY:

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

1. The cost shall be borne 50% by BellSouth and 50% by the CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

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

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
ICG's 1st Data Requests
September 29, 1999
Item No. 66 **ATTACHMENT**

BellSouth Telecommunications, Inc.
 Kentucky Public Service Commission
 Docket No. 99-218
 ICG's 1st Data Requests
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REQUEST: What specific performance measures and related benchmarks does BellSouth propose to include in its interconnection agreement with ICG? With respect to each proposed benchmark, please provide:

- a. The standard of parity it is designed to meet;
- b. The manner in which it was formulated or derived;
- c. The specific commercial usage data, if any, on which it is based; and
- d. A detailed comparison between the proposed standard and the manner in which BellSouth provides service to its own retail customers.

RESPONSE: The following table lists by both category and function those performance measures that BellSouth proposes to include in its interconnection agreement with ICG. These measurements, which include those measurements ordered by the Kentucky Commission after more than a year of litigation, are the same measurements that are available to all CLECs in Kentucky and the results of these measurements are posted each month on BellSouth's web site.

CATEGORY	FUNCTION
A. Pre-Ordering and Ordering OSS	<ol style="list-style-type: none"> 1. Average OSS Response Interval 2. OSS Interface Availability
B. Ordering	<ol style="list-style-type: none"> 1. Percent Flow-through Service Requests 2. Percent Rejected Service Requests 3. Reject Interval 4. Firm Order Confirmation Timeliness 5. Speed of Answer in the Ordering Center
C. Provisioning	<ol style="list-style-type: none"> 1. Order Completion Interval Distribution and Average Interval 2. Held Order Interval Distribution and Mean Interval 3. Average Jeopardy Notice Interval and Percentage of Orders given Jeopardy Notices 4. Percent Missed Installation Appointments 5. Percent Provisioning Troubles within 30 days 6. Coordinated Customer Conversions 7. Completion Notice Interval
D. Maintenance & Repair	<ol style="list-style-type: none"> 1. OSS Interface Availability 2. Average OSS Response Interval 3. Average Answer Time - Repair 4. Missed Repair Appointments 5. Customer Trouble Report Rate 6. Maintenance Average Duration 7. Percent Repeat Troubles within 30 days 8. Out of Service > 24 hours
E. Billing	<ol style="list-style-type: none"> 1. Invoice Accuracy 2. Invoice Timeliness 3. Usage Data Delivery Accuracy 4. Usage Data Delivery Timeliness and Completeness

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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- REQUEST: Describe in detail the equipment and services provided to BellSouth Telecommunications, Inc. by BellSouth.net, Inc. that are referred to in BellSouth's April 21, 1999 response to the Collocation Workshop Data Request in Georgia Public Service Commission Docket No. 10429-U, including but not limited to:
- a. the nature of the equipment provided by BellSouth.net, Inc. and a description of how it is used by BellSouth Telecommunications, Inc.;
 - b. the nature of the services provided by BellSouth.net, Inc. and a description of how those services are used by BellSouth Telecommunications, Inc. in connection with the provision of BellSouth.net service or otherwise;
 - c. the terms and conditions pursuant to which such equipment and services are provided by BellSouth.net, Inc. to BellSouth Telecommunications, Inc.;
 - d. the basis or methodology used to determine the prices for such equipment and services; and
 - e. identification and description of all contracts, agreements, memoranda of understanding, or other arrangements pursuant to which such equipment and services are provided.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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- REQUEST: Describe in detail any equipment or services provided to BellSouth.net, Inc. by BellSouth Telecommunications, Inc., including but not limited to:
- a. the nature of any equipment provided by BellSouth Telecommunications, Inc. and a description of how it is used by BellSouth.net, Inc.;
 - b. the nature of any services provided by BellSouth Telecommunications, Inc. and a description of how those services are used by BellSouth.net, Inc.;
 - c. whether or not any or all of such equipment or services are provided pursuant to tariffs, including identification of the applicable tariff, page, and section;
 - d. to the extent not provided pursuant to tariff, the terms and conditions pursuant to which such equipment and services are provided by BellSouth Telecommunications, Inc. to BellSouth.net, Inc.;
 - e. to the extent not provided pursuant to tariff, the basis or methodology used to determine the prices for such equipment and services; and
 - f. identification and description of all contracts, agreements, memoranda of understanding, or other arrangements pursuant to which such equipment and services are provided.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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- REQUEST: Describe in detail any equipment or services provided to BellSouth Telecommunications, Inc. by any affiliated entity other than BellSouth.net, Inc. that are used by BellSouth Telecommunications, Inc. in connection with the provision of BellSouth.net service, including but not limited to:
- a. the identity of the affiliated entity providing such equipment or service;
 - b. the nature of any equipment provided by such affiliated entity and a description of how it is used by BellSouth Telecommunications, Inc.;
 - c. the nature of the services provided by such affiliated entity and a description of how those services are used by BellSouth Telecommunications, Inc. in connection with the provision of BellSouth.net service or otherwise;
 - d. the terms and conditions pursuant to which such equipment and services are provided by such affiliated entity to BellSouth Telecommunications, Inc.;
 - e. the basis or methodology used to determine the prices for such equipment and services; and
 - f. identification and description of all contracts, agreements, memoranda of understanding, or other arrangements pursuant to which such equipment and services are provided.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
ICG's 1st Data Requests
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- REQUEST: Describe in detail how BellSouth Telecommunications, Inc. accounts for the investment, revenues, and expenses related to BellSouth.net services, including but not limited to:
- a. identification and description of all equipment used in connection with the provision of BellSouth.net service and how the investment in and expenses associated with such equipment is accounted for by BellSouth for regulatory accounting purposes;
 - b. identification and description of all regulated telecommunications services used in connection with the provision of BellSouth.net service and how the cost of such services is accounted for by BellSouth for regulatory accounting purposes;
 - c. identification and description of all services of any kind or nature, other than regulated telecommunications services, used in connection with the provision of BellSouth.net service and how the cost of such services is accounted for by BellSouth for regulatory accounting purposes;
 - d. identification and description of any and all internal transfer payments between BellSouth's regulated operations and the BellSouth.net service and the basis or methodology for determining the dollar amount of such transfer payments; and
 - e. identification and description of any and all investments, costs, and revenues imputed to the BellSouth.net service for regulatory accounting purposes and the basis or methodology for determining the dollar amounts so imputed.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
ICG's 1st Data Requests
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REQUEST: What is BellSouth's approximate share of the market for Internet access services in Kentucky?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
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REQUEST: What percentage of the subscribers to dial-up BellSouth.net service receive local telephone service at the primary location from which they use the BellSouth.net service from carriers other than BellSouth?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
ICG's 1st Data Requests
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REQUEST: Does BellSouth actively market its BellSouth.net service to consumers and businesses who obtain local telephone service from carriers other than BellSouth?

RESPONSE: BellSouth.net markets to all customers that reside within the BellSouth.net footprint. In other words, any customer that can reach a BellSouth Telecommunications local dial facility. This includes regions served by BellSouth Telecommunications as well as non-BellSouth Telecommunications entities. It also includes any customer residing in the BellSouth Telecommunications service area that would have telecommunications service from another CLEC.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
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REQUEST: Does BellSouth accept orders for dial-up BellSouth.net service from residential consumers who obtain local telephone service from carriers other than BellSouth?
a. If so, does BellSouth require such consumers to obtain a local telephone line from BellSouth in order to receive the BellSouth.net service?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
Docket No. 99-218
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REQUEST: Does BellSouth accept orders for dial-up BellSouth.net service from business customers who obtain local telephone service from carriers other than BellSouth?
a. If so, does BellSouth require such customers to obtain a local telephone line from BellSouth in order to receive the BellSouth.net service?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
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REQUEST: When a BellSouth.net subscriber in Louisville accesses the Kentucky Public Service Commission web site, what carrier or other entity transports the communication between the Louisville and Frankfort LATAs?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
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REQUEST: When a BellSouth.net subscriber in Birmingham, Alabama accesses the Kentucky Public Service Commission web site, what carrier or other entity transports the communication between the Frankfort and Birmingham LATAs?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
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REQUEST: Can a BellSouth.net subscriber select the carrier or other entity that transports that subscriber's Internet communications across LATA boundaries? If so, how?

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
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- REQUEST: Where is the computer that hosts the BellSouth interconnection web site physically located?
- a. If there is more than one such computer, state the location of each.
 - b. If there is not a computer in each LATA hosting the BellSouth interconnection web site, when a BellSouth.net subscriber located in a LATA in which there is no such hosting computer accesses the BellSouth interconnection web site, what carrier or other entity transports that subscriber's communications between the LATA in which the subscriber is located and the LATA in which the hosting computer is located?
 - c. If there are computers in more than one LATA that host the BellSouth interconnection web site, describe the process by which information posted to the web site resident on one such computer is made available on the web site resident on another such computer. If there is any interLATA telecommunications transmission involved in this process, identify the transporting carrier or other entity.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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REQUEST: Identify any and all tariffs, contracts, agreements, memoranda of understanding, or other arrangements pursuant to which BellSouth has committed to construct, acquire, or provision specific telecommunications transport or switching facilities or capacity, or a specific quantity of telecommunications transport or switching capacity, based upon a forecast by any LEC, IXC, ISP, or retail customer of the amount or quantity of such telecommunications transport or switching facilities or capacity required to transport or switch a future volume of telecommunications traffic.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST: Please provide copies of the most recent cost studies prepared by or for BellSouth which show the recurring and non-recurring costs of providing each of the following types of unbundled local loops:

- a. 2-Wire Analog Voice Grade Loop
- b. 4-Wire Analog Voice Grade Loop
- c. 2-Wire ISDN (BRI) Digital Grade Loop
- d. 2-Wire ADSL-Compatible Loop
- e. 2-Wire HDSL-Compatible Loop
- f. 4-Wire HDSL-Compatible Loop

Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: For nonrecurring and recurring costs, the following cost studies have been filed with the Kentucky Public Commission in Docket Nos. 96-431 & 96-482:

Cost Study
2-Wire Analog Voice Grade Loop
4-Wire Analog Voice Grade Loop
2-Wire ISDN Digital Grade Loop
2-Wire ADSL Compatible Loop
2-Wire HDSL Compatible Loop
4-Wire HDSL Compatible Loop

These cost studies are considered proprietary information and paper copies will be made available upon the execution of an appropriate nondisclosure agreement. Electronic copies of the cost studies are not available.

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REQUEST: Please provide the most recent cost studies prepared by or for BellSouth which show the recurring and non-recurring costs of providing interoffice transport to ICG or other telecommunications carriers as may be required to transport traffic from BellSouth's end office where unbundled loops are ordered to another BellSouth end office or tandem switch. Please identify the cost separately for DS-1 dedicated and DS-3 dedicated transport. Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: For nonrecurring and recurring costs, the following cost studies have been filed with the Kentucky Public Commission in Docket Nos. 96-431 & 96-482:

Cost Study
Interoffice Dedicated Transport-Voice Grade
Interoffice Dedicated Transport-DS1

These cost studies are considered proprietary information and paper copies will be made available upon the execution of an appropriate nondisclosure agreement. Electronic copies of the cost studies are not available.

A cost study for Interoffice Transport-Dedicated-DS3 has not been filed for Kentucky.

BellSouth Telecommunications, Inc.
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REQUEST: Provide the most recent cost studies prepared by or for BellSouth which show the recurring and non-recurring cost of providing analog and digital cross-connections required to connect an unbundled local loop to the ICG system and/or other telecommunications carrier systems. Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: For nonrecurring and recurring costs, the following cost study has been filed with the Kentucky Public Commission in Docket Nos. 96-431 & 96-482:

Cost Study
Physical Collocation

This cost study is considered proprietary information and a paper copy will be made available upon the execution of an appropriate nondisclosure agreement. An electronic copy of the cost study is not available.

BellSouth Telecommunications, Inc.
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REQUEST: Please provide copies of the most recent cost studies prepared by or for BellSouth which show the recurring and non-recurring costs of each of the following types of entrance facility:

- a. DS-3;
- b. OC-3;
- c. OC-12; and
- d. OC-48.

Please separately identify non-recurring costs, recurring costs, fixed costs and distance-related costs. Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: BellSouth objects to this Data Request on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Nevertheless, BellSouth has not filed the requested cost studies for Kentucky.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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REQUEST: Please provide copies of the most recent cost studies prepared by or for BellSouth which show the recurring and non-recurring costs of each of the following types of transport as an unbundled network element:

- a. OC-3;
- b. OC-12; and
- c. OC-48.

Please separately identify non-recurring costs, recurring costs, fixed costs and distance-related costs. Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation,

RESPONSE: See response to Item No. 82 for Interoffice Transport cost studies that have been filed for Kentucky. These studies utilize TELRIC methodology with fixed costs identified as shared and common costs. The recurring costs are distance-related.

Interoffice transport cost studies have not been filed for Kentucky for OC-3, OC-12, or OC-48.

BellSouth Telecommunications, Inc.
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REQUEST: Please provide copies of the most recent cost studies prepared by or for BellSouth which show the recurring and non-recurring costs of channelization and/or multiplexing required to convert (1) voice-grade unbundled loops (DS-0) to DS-1 level for connection with the ICG and/or other telecommunications carrier transport and (ii) DS-1 unbundled loops to DS-3 level for connection with the ICG and/or other telecommunications transport. Please separately identify non-recurring costs, recurring costs, fixed costs and distance-related costs. Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: For nonrecurring and recurring costs, the following cost study has been filed with the Kentucky Public Commission in Docket No. 96-431 & 96-482:

Cost Study
Unbundled Loop Channelization and CO Channel Interface

This study utilizes TELRIC methodology with fixed costs identified as shared and common costs. The recurring costs are not distance-related.

This cost study is considered proprietary information and a paper copy will be made available upon the execution of an appropriate nondisclosure agreement. An electronic copy of the cost study is not available.

A cost study has not been filed for Kentucky for the multiplexing required to convert DS1 unbundled loops to DS3.

BellSouth Telecommunications, Inc.
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- REQUEST: For each service identified in your response to Interrogatory No. 26 in ICG's First Set of Data Requests:
- a. Provide copies of the relevant tariff pages describing: (i) the service or services and (ii) the recurring and non-recurring rates that apply thereto;
 - b. To the extent such service arrangements are covered by contracts in lieu of or in addition to BellSouth tariffs, provide:
 - i. a copy of BellSouth's standard form contract(s) for such arrangements, and
 - ii. the number of such contracts currently in effect with (a) retail customers and (b) CLECs; and
 - c. Provide copies of any cost studies prepared in support of charges for such arrangements. Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: The services identified in BellSouth's response to Interrogatory No. 26 are contained in BellSouth's GSST tariff which is publicly available on BellSouth's website at www.bellsouth.com.

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REQUEST: Please provide copies of all contracts with BellSouth retail customers that include pricing not reflected in BellSouth tariffs.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to the issues in this arbitration nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
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REQUEST: Please provide the complete working copy of each cost study that has been or is being prepared by or on behalf of BellSouth demonstrating the cost differences, if any, between transporting and terminating ISP-bound traffic and other types of local traffic, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: See response to Interrogatory Item No. 33. Cost studies have not been prepared.

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REQUEST: Provide the most recent cost studies prepared by or for BellSouth relating to local traffic transport and termination (including end office switching, transport, and tandem switching). Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: For nonrecurring and recurring costs, the following cost study has been filed with the Kentucky Public Commission in Docket Nos. 96-431 & 96-482:

Cost Study
Unbundled Network Elements & Local Interconnection

The above cost study includes the cost for local switching, common transport, and tandem switching. This cost study is considered proprietary information and a paper copy will be made available upon the execution of an appropriate nondisclosure agreement. An electronic copy of the cost study is not available.

BellSouth Telecommunications, Inc.
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REQUEST: Please provide copies of each of the contracts, if any, that govern the rates, terms, and conditions under which BellSouth terminates local or toll traffic for independent, incumbent local exchange carriers.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to this arbitration nor is it reasonably calculated to lead to the discovery of admissible evidence. BellSouth further objects to this Request on the grounds that the agreements between BellSouth and Incumbent Local Exchange Companies (Independent Companies) were in effect prior to 1996 and basically pertain to IntraLATA Toll traffic between separately owned, non-competitive exchange areas. Since the Federal Telecommunications Act of 1996, agreements between BellSouth and CLECs have been established to regulate local traffic between competitive companies within the same exchange areas. However, consistent with BellSouth's position in the Tennessee ICG arbitration proceeding, BellSouth is revisiting this issue and will advise ICG of a final decision as soon as possible. The Kentucky Public Service Commission determined in Administrative Case 358 that "interconnection agreements entered into prior to the passage of the Act between non-competing carriers are irrelevant to the competitive market. Thus, there is little, if any, value in reviewing agreements between non-competing local exchange carriers to prevent discrimination in the competitive marketplace." Order, October 24, 1997.

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REQUEST: Please provide a copy of each tariff, if any, that governs the rates, terms, and conditions under which BellSouth terminates local or toll traffic for independent, incumbent local exchange carriers.

RESPONSE: BellSouth objects to this Request for Production on the grounds that it seeks the production of information that is publicly available. Notwithstanding this objection and without waiving its right thereto, BellSouth's tariffs are available on its website at www.bellsouth.com.

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
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REQUEST: Please provide copies of each of the contracts, if any, that govern the rates, terms, and conditions under which independent, incumbent local exchange carriers terminate local or toll traffic for BellSouth.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to this arbitration nor is it reasonably calculated to lead to the discovery of admissible evidence. BellSouth further objects to this Request on the grounds that the agreements between BellSouth and Incumbent Local Exchange Companies (Independent Companies) were in effect prior to 1996 and basically pertain to IntraLATA Toll traffic between separately owned, non-competitive exchange areas. Since the Federal Telecommunications Act of 1996, agreements between BellSouth and CLECs have been established to regulate local traffic between competitive companies within the same exchange areas. The Kentucky Public Service Commission determined in Administrative Case 358 that "interconnection agreements entered into prior to the passage of the Act between non-competing carriers are irrelevant to the competitive market. Thus, there is little, if any, value in reviewing agreements between non-competing local exchange carriers to prevent discrimination in the competitive marketplace." Order, October 24, 1997.

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REQUEST: Please provide a copy of each tariff, if any, that governs the rates, terms, and conditions under which independent, incumbent local exchange carriers terminate local or toll traffic for BellSouth.

RESPONSE: BellSouth objects to this Request for Production on the grounds that it seeks the production of information that is publicly available. Notwithstanding this objection, and without waiving its rights thereto, BellSouth's tariffs are available on its website at www.bellsouth.com.

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REQUEST: Please provide the most recent cost studies prepared by or for BellSouth relating to each of the following:

- a. LIGHTgate/SMARTgate;
- b. SMARTpath;
- c. SMARTring.

Please provide the complete working copy of each cost study, including a complete working copy of all computerized models involved in preparing the cost estimate with data intact; a complete set of work papers with all special studies, data sources, data inputs and assumptions; and a complete set of cost study documentation.

RESPONSE: The following cost studies have been completed for Kentucky:

LightGate® Service (Private Line)
SmartGate® Service (Special Access)
SmartRing® Service (Private Line and Special Access)

These TSLRIC studies are proprietary and will be provided upon execution by ICG of an appropriate nondisclosure agreement.

A SMARTpath® cost study has not been filed for Kentucky.

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REQUEST: Provide copies of all contracts or agreements between BellSouth and any IXC, CLEC, CMRS, or retail customers that contain self-effectuating enforcement mechanisms, including but not limited to liquidated damages provisions and provisions for waiver, reduction or adjustment of recurring or nonrecurring charges.

OBJECTION: BellSouth objects to this Interrogatory on the grounds that it is overly broad and burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. BellSouth further objects to this Request to the extent it assumes BellSouth includes self-effectuating enforcement mechanisms in its agreements. BellSouth contends that liquidated damages provisions and other self-effectuating penalties are not appropriate subject matter for this two party arbitration. Subject to and without waiving this objection, BellSouth offers the following: pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth has entered into numerous interconnection and CMRS agreements with CLECs operating in Kentucky. All such agreements are filed with the Kentucky Public Service Commission as a public document. ICG may wish to review such agreements to obtain the date on which such agreements were executed and the nature of the agreements.

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REQUEST: Please provide any documents concerning the March 10, 1999 meeting between representatives of BellSouth and representatives of the FCC's Common Carrier Bureau's Policy and Program Planning Division with respect to self-executing enforcement mechanisms applicable to BellSouth's nondiscriminatory access to unbundled network elements and the functionalities provided by its operation support systems.

RESPONSE: See attachment associated with Item No. 51.

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REQUEST: Please provide copies of all documents evidencing any contract, agreement, understanding or other arrangement between BellSouth Telecommunications, Inc. and BellSouth.net, Inc. relating to:

- a. the provision of equipment or services by either party to the other;
- b. the payment of money by either party to the other; or
- c. an accounting transfer of any type by either party to the other.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

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REQUEST: Please provide copies of all documents evidencing any contract, agreement, understanding or other arrangement between BellSouth Telecommunications, Inc. and any affiliated entity other than BellSouth.net, Inc. relating to the BellSouth.net service.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

BellSouth Telecommunications, Inc.
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REQUEST: Please provide copies of all documents evidencing any contract, agreement, understanding or other arrangement between BellSouth Telecommunications, Inc. and/or BellSouth.net, Inc., on the one hand, and any ISP or provider of Internet backbone services, on the other, related to the offering or provision by BellSouth Telecommunications, Inc., BellSouth.net, Inc., or an ISP of Internet services or Internet access services.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

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REQUEST: Please provide copies of all forms of the subscriber agreement for BellSouth.net services.

RESPONSE: BellSouth objects to this Request for Production on the grounds that the information requested is not relevant to any issue in this proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

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REQUEST: Please provide copies of all documents evidencing any tariffs, contracts, agreements, memoranda of understanding, or other arrangements pursuant to which BellSouth has committed to construct, acquire, or provision specific telecommunications transport or switching facilities or capacity, or a specific quantity of telecommunications transport or switching capacity, based upon a forecast by any LEC, IXC, ISP, or retail customer of the amount or quantity of such telecommunications transport or switching facilities or capacity required to transport or switch a future volume of telecommunications traffic.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.