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October 16, 2002

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 000121A-TP (OSS)

Dear Ms. Bayó:

Enclosed is an original and 15 copies of BellSouth Telecommunications, Inc.'s Comments Regarding Performance Measurements For Special Access Services, which we ask that you file in the referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver
J. Phillip Carver (KA)

Enclosures

cc: All parties of record
Marshall M. Criser, III
Nancy B. White
R. Douglas Lackey

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**CERTIFICATE OF SERVICE
Docket No. 000121A-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U. S. Mail this 16th day of October, 2002 to the following:

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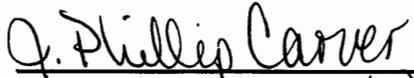
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**(+) Signed Protective
Agreement**

#237366

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In Re:)
)
Investigation into the)
Establishment of Operations Support) DOCKET NO. 000121A-TP
Systems Performance Measures for)
Incumbent Local Exchange)
Telecommunications Companies) DATE: October 16, 2002

**BELLSOUTH TELECOMMUNICATIONS, INC.'S COMMENTS REGARDING
PERFORMANCE MEASUREMENTS FOR SPECIAL ACCESS SERVICES**

BellSouth Telecommunications, Inc. ("BellSouth") hereby files its Comments Regarding Performance Measurements For Special Access Services, and states the following:

I. Introduction

1. In this proceeding WorldCom has advocated that the Commission add performance measurements for special access services to BellSouth's Service Quality Measures ("SQM") plan. Specifically, WorldCom has proposed a set of measurements, standards, and business rules for special access services. This and other proposals were discussed at the workshop held by the Staff of the Florida Public Service Commission ("Commission") on September 25, 2002. Following the presentation by WorldCom, BellSouth representatives stated that BellSouth would respond to WorldCom's proposal with written comments and would be available to discuss the issue in a future workshop. BellSouth respectfully files these comments in response to WorldCom's proposal.

2. BellSouth submits that performance measurements should not be adopted for special access services. The reasons for this position include: (1) WorldCom has not

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demonstrated a need to utilize special access as an alternative to unbundled network elements (“UNEs”) or interconnection; (2) to date, performance measures have been ordered to apply only to interconnection, unbundling and resale, i.e., the entry vehicles contemplated by Section 251 of the Telecommunications Act of 1996 – special access is a tariffed service offering that is not included in this list; (3) to the extent the CLECs utilize special access service ordered from the federal tariff, it is an interstate service that cannot appropriately be regulated by this Commission; (4) special access is a competitive service, and thus the marketplace should drive the behavior of providers; (5) contrary to WorldCom’s assertion, BellSouth does provide superior service to its special access customers; and (6) the Joint Competitive Industry Group (“JCIG”) metrics and standards are generally unachievable and unrealistic.

3. Furthermore, the FCC provided an additional and equally compelling reason for this Commission not to establish performance measurements for special access services when it released its Notice of Proposed Rulemaking in CC Docket No. 01-321 (“In the Matter of Performance Measurements and Standards for Interstate Special Access Service,” FCC 01-339) (“NPRM”) on November 19, 2001. In the NPRM, the FCC makes it clear that it has asserted jurisdiction over this issue, and that it intends to deal with the issue by determining whether there should be performance measurements for special access services and, if so, what those measurements should be. Further, the FCC clearly states in the NPRM that it intends to make a determination as to whether State Commissions should have a role in this process, and, if so, what the role should be. Given this, it is not only unnecessary for this Commission to consider setting performance measurements for special access, it would be inappropriate to do so because

of the substantial danger of creating a conflict with the rulemaking in which the FCC is presently engaged.

II. Discussion

4. There should be no performance measures for special access in the absence of some demonstrated need. As BellSouth has stated in other state proceedings, CLECs, such as WorldCom, “have a choice as to the method of entering and serving the local market; they can purchase access services subject to the terms and conditions of BellSouth’s interstate tariffs or they can purchase unbundled network elements under the terms and conditions of the interconnection agreements approved by this commission.” (Georgia Public Service Commission, Docket 7892-U, BellSouth Comments, p. 53) Although WorldCom contends that special access and network elements are functionally identical, they are different offerings that entail different services and different prices. Apparently, WorldCom proceeds from the premise that to the extent they utilize any wholesale service to enter the local market, performance measurements like those that apply to UNEs and interconnection should apply to the other services as well. BellSouth disagrees.

5. Performance measurements have essentially two purposes. One, they may be used to satisfy the public interest requirements of Section 271 by demonstrating that “back sliding” will not occur after 271 relief is granted. Two, they may be utilized to demonstrate that nondiscriminatory access is being provided for the methods of local entry specified in the Telecommunications Act. These tools do not include special access services that are offered under state and federal tariffs, and that have been offered since well before the advent of the 1996 Act for purposes other than the provision of local

service. Section 251 sets forth the duties of incumbent local exchange carriers under the Act to provide interconnection, unbundled network elements and resale. It is these obligations that are negotiated pursuant to the Act and included in Interconnection Agreements. It is also these obligations to which performance measurements have been applied in the states in which 271 authority has been granted. There is nothing in the Act that supports the notion that a mechanism designed to monitor compliance with the Act (i.e., performance mechanisms) should be extended to entry vehicles not contemplated by the Act, a category into which special access services fall.

6. Whether to prevent backsliding under Section 271 or to ensure nondiscriminatory access under Section 251, performance measurements are a regulatory tool that allow the Commission to compare BellSouth's performance for the CLECs with how BellSouth's performance for its retail customers. However, there is no need to apply this regulatory tool to special access services. Because carriers, and not retail customers, are the primary purchasers of special access services, there is no threat that BellSouth's provisioning of special access services will favor its retail operation over CLECs, which means that the sort of "discrimination" that performance measurements are intended to detect is simply not possible.

7. Furthermore, as will be discussed at greater length below, the FCC has issued a notice of proposed rulemaking to address the prospect of performance measurements for special access services and has issued a separate notice in a different docket to consider the prospect of performance measurements and standards for unbundled network elements and interconnection (CC Docket No. 01-318). Thus, although the FCC is investigating performance measures for special access services, it is

not treating special access as if these services are the same as unbundled network elements, and there is nothing in the two FCC Notices that contemplates placing special access measurements and UNE measurements under the umbrella of performance measurements designed for unbundled network elements and interconnection. This is in stark contrast to WorldCom's proposal in this proceeding.

8. Also, special access services should not be included in the performance measurements because they are federally tariffed interstate services. Although both intrastate and interstate tariffs exist for special access services, the overwhelming majority of these services that are ordered are interstate in nature. There is an obvious impropriety with WorldCom ordering services from an interstate tariff with the intent to use the services principally (or exclusively) for intrastate purposes. Not only does WorldCom propose to do just that, WorldCom's proposal also muddies the jurisdictional waters even more by asking this Commission to put in place performance measurements that would apply to the ordering and provisioning of these interstate services. The Commission should decline to do so because it is not appropriate from a jurisdictional standpoint, even assuming there was a practical need for such performance measurements (which is not the case).

9. As a member of the Joint Competitive Industry Group (JCIG), WorldCom has requested the FCC to order performance measurements that would apply to interstate access services, and has specifically proposed these same measures and business rules for this proceeding. The FCC responded to this and other CLEC requests by releasing on November 19, 2001 the NPRM (noted above) to address performance measurements and standards for interstate special access services. In the NPRM, the FCC specifically

solicits comments as to whether it should adopt national measurements and standards for special access services, what the specific measurements and standards would be, how they would be implemented, and how they would be enforced. (Notice, Pars. 13-18). The FCC has clearly demonstrated an intention to resolve the question of whether there should be performance measurements and enforcement mechanisms that apply to interstate special access services. Given the FCC's current Docket, further action by this Commission at this time is simply not necessary. Moreover, the NPRM includes specific language regarding both the FCC's jurisdiction and the possible future role of State Commissions, which establishes that it would be inappropriate for this Commission to implement performance measures for special access at this time.

10. First, the FCC has made it clear that its jurisdiction in this matter is tied specifically to the fact that special access services are interstate in nature. In the NPRM, the FCC expressly states the following:

8. The Commission has broad authority to establish national performance measurements and standards for special access services pursuant to sections 201 and 202 of the Act. Section 201(b) of the Act requires, among other things, that the practices of all common carriers providing interstate services be just and reasonable, and the Commission previously has applied the requirements of Section 201 to special access services.¹

¹ The FCC does seek comment (Par. 9) on the difference between the nondiscrimination requirements of Section 251 and Section 202, which suggests that the nondiscrimination requirements of Section 251 may apply to special access services. Still, the FCC's exercise of jurisdiction is expressly tied to the fact that access services are interstate in nature.

(NPRM, ¶8) (emphasis added).

11. Moreover, jurisdiction is also premised on the fact that “Section 272(e)(1) provides additional authority for the Commission to apply measures, standards, and reporting requirements to the provisioning of the interstate special access services by BOCs.” (Par. 10) (emphasis added) Thus, jurisdiction is premised on Sections of the Act other than 251 and relates specifically to the interstate nature of these services. The obverse proposition must follow: this Commission cannot attempt to assert jurisdiction over interstate services pursuant to Sections of the Act that it has not been charged to apply or enforce.

12. Further, the FCC specifically notes that “Competitive carriers have turned to the state commissions for assistance in resolving special access services disputes; however, several states have determined that they lack authority to regulate the incumbent’s provisioning of such services.” (NPRM, ¶11). The FCC then cites specifically to a letter recently received by the New York Department of Public Service (“New York Commission”). This letter (copy attached) is noteworthy, among other reasons, because of Attachment D to WorldCom’s presentation of September 25, 2002 in this case, in which WorldCom cited to the New York Commission as an example of a State Commission that has promulgated measurements and standards for special access. In the letter, the Chairman of the New York Commission states that “our agency would be willing to establish and enforce service standards on all special services, if this were a matter your agency believed should reasonably be delegated to New York State” (emphasis added). Thus, even the New York Commission – clearly one of the State Commissions that has been most aggressive in this area – acknowledges that it cannot

enforce standards relating to interstate special access without a delegation of authority from the FCC. Obviously, this delegation has not occurred.

13. Moreover, the FCC expressly seeks comment on the question of whether state commissions “could play a role regarding interstate special access services.” (NPRM, ¶11). The FCC specifically requests comments on “how, if the Commission were to adopt special access measures and standards, the state commissions might participate in enforcing these requirements”. (¶11) Further, the FCC requests parties to “comment on what they consider an appropriate role for the states, taking into account both policy considerations and legal constraints, and including applicable limitations on delegations of authority to the state”. (Id.). Thus, the FCC clearly intends that State Commissions will have a limited role, which will be determined later, and which will not rest upon independent jurisdiction, but rather upon an explicit, future delegation of authority.

14. Finally, it is noteworthy that the FCC’s approach to performance measures for special access stands in marked contrast to its approach to performance measurements for unbundled network elements and interconnection. In the NPRM that addressed the latter, the FCC acknowledged the extensive efforts that have been made in a number of states regarding performance measurements for UNEs and interconnection, and the FCC also expressed an intention to work cooperatively with the states on this issue (NPRM, FCC 01-331, Par. 15-20). The NPRM regarding special access is quite different. As noted above, there is the possibility that the FCC will adopt national performance measurements and standards for special access and that state commissions might participate to the limited extent of assisting in the enforcement of these requirements,

after the necessary delegation of authority. The difference in the two Notices makes it clear that the FCC contemplates that the states will have a much more limited role (if any) in defining performance measures for special access services.

15. Given the fact that the FCC has manifested an intention to review the issue of performance measurements as it relates to interstate special access services, there is no need for this Commission to do so as well. Again, given the above, if this Commission were to proceed to set standards and enforcement mechanisms for interstate special access services, this action would not only unnecessarily duplicate the current efforts by the FCC, it would almost certainly conflict with the FCC action, and create the prospect of a host of problems that are practical, procedural, and legal.

16. Besides the arguments above, special access services are competitive and thus the marketplace should determine if any measurements and standards are needed. On December 15, 2000 the FCC granted BellSouth Phase I and Phase II pricing flexibility relief for its special access services, thus affirming that special access services are competitive. In its Order, the FCC granted Phase I relief in 39 MSAs and Phase II relief in 38 MSAs for special access and dedicated transport services. For channel terminations to end users, the FCC granted Phase I relief in 37 MSAs and Phase II relief in 26 MSAs. Since being granted this relief, BellSouth has negotiated and filed with the FCC a total of 7 special access pricing flexibility contract tariffs, with the most recent filing being made on August 16, 2002. Moreover, on October 17, 2001 WorldCom entered into a pricing flexibility contract with BellSouth for special access services.

17. Furthermore, according to the UNE Fact Report 2002, that was filed in the FCC's Triennial Review proceeding (CC Docket No. 01-338), competitive carriers have

captured between 28 and 39 percent market share for the special access service market. This data was based on 2000 revenue data. In fact, competitive carriers have enough fiber routes in place to circle the globe more than 7 times (184,000 route miles).

18. Because of the competitiveness of special access, it has become clear that in order to compete effectively in the marketplace, superior service is necessary. Contrary to WorldCom's allegations, BellSouth has demonstrated a history of providing this type of service. As can be seen in the attached ARMIS 43-05 reports (Attachment 1), BellSouth improved its On Time Provisioning performance by 7.4% and Mean Time to Restore Average Duration by 26.1% between 2000 and 2001. Moreover when comparing the first half of 2001 to the first half of 2002 On Time Provisioning performance and Mean Time to Restore Average Duration improved 3.9% and 22% respectively.

19. Furthermore, due to the fact that special access customer needs and circumstances are diverse, BellSouth has agreed to provide not only a standard reporting package on performance to carriers, but also customized reports upon request. Attached is an example of special access reporting that BellSouth provides to its special access customers (Attachment 2). These special access customer reports contain the following information:

BST Special Access Provisioning Results

- CDD PROVISIONING REPORT
- CDD PROVISIONING DETAIL REPORT
- CDD YTD PROVISIONING REPORT
- CDDD YTD PROVISIONING REPORT
- NEW CIRCUIT FAILURE RATE (NCFR) REPORT
- DLR REPORT
- FIRM ORDER CONFIRMATION (FOC) REPORT
- ORDERING PROFILE REPORT

BST Special Access Maintenance Results

- SPECIALS MTTR MAINTENANCE
- MTTR DETAILED TICKET REPORT
- YTD MTTR MAINTENANCE REPORT
- REPEAT FAILURE RATE MAINTENANCE REPORT
- PERCENT CIRCUIT AVAILABILITY REPORT
- FAILURE RATE REPORT (ALL TROUBLES)

20. In addition to providing specialized reports to its special access customers, BellSouth provides performance and installation guarantees in its interstate access tariff in connection with its interstate high capacity access services. WorldCom asserts several times in Attachment C to their Summary of the Basis for the JCIG metrics that due to the dominance of ILEC's in the special access services market, that ILEC's rarely, if ever, provide service guarantees with associated penalties. To the contrary, BellSouth provides provisioning and maintenance guarantees as part of their FCC Special Access Tariff, and has done so since 1994. WorldCom and its numerous entities have received these credits on those occasions where BellSouth failed to meet its commitments. For example, the Service Installation Guarantee (SIG) assures that orders for special access services will be installed and available for customer use no later than the agreed upon service date. In the event BellSouth misses the service date, a credit is provided to the special access customer that is equal to the nonrecurring charge associated with the specific service for which the service date was missed. (BellSouth Tariff FCC No. 1, Section 2.4.9)

21. In 2001 BellSouth paid out \$4.3 million in SIG credits, and for the first half of 2002 has given a total of \$0.3 million in credits to its special access customers. The performance guarantee, known as the Service Assurance Warranty (SAW), assures that the special access customer receives a credit when special access services become

unusable due to the failure of a facility component used to provide the service or in the event that the protective controls applied by BellSouth result in the complete loss of use of the special access service. If a service interruption occurs and is reported to BellSouth by the special access customer, BellSouth will provide a credit up to the monthly recurring charges normally billed to the special access customer. (BellSouth Tariff FCC No. 1, Section 2.4.9) In 2001 BellSouth paid out \$22.0 million in SAW credits and for the first half of 2002 has given a total of \$10.5 million in credits to its special access customers.

22. As demonstrated above, the special access marketplace is competitive. Therefore, the proper method to address the needs of this marketplace is through negotiation between the parties. As stated above, BellSouth has entered into numerous contract tariffs with its special access customers, including WorldCom. These contracts can contain specific service level agreements that address performance measurements and standards for these special access customers. Moreover, without significant modifications and reductions, the performance measurements proposed by JCIG are burdensome to implement, and they are not market based.

23. A detailed analysis is attached of the proposed JCIG performance standards and measurements (Attachment 3). As can be seen in this analysis the performance standards proposed by JCIG are generally unachievable and unrealistic. Most of the standards recommended by JCIG are not only unrealistic, but have no commercial basis or statistical validity. Further, JCIG has provided absolutely no justification for its recommended performance standards.

WHEREFORE, for the above reasons, BellSouth submits that this Commission should decline to consider further the addition of performance measurements for special access services to the SQM.

Respectfully submitted this 16th day of October 2002,

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Attachment 1

ARMIS 43-05: Installation and Repair Intervals (Interexchange Access) - All Special Access

Year	Row_#	Row_Title	BellSouth	ILEC Average*
1999	112	% Commitments Met	85.1	85.6
1999	114	Average Interval (in days)	15.9	19.8
1999	121	Average Interval (in hours)	4.4	4.7
2000	112	% Commitments Met	89.7	86.6
2000	114	Average Interval (in days)	16.3	23.0
2000	121	Average Interval (in hours)	4.6	5.4
2001	112	% Commitments Met	96.3	90.0
2001	114	Average Interval (in days)	17.5	17.0
2001	121	Average Interval (in hours)	3.4	5.2

Source: ARMIS 43-05 Service Quality Reports as filed with the FCC and extracted from the FCC's web site.

* Weighted average results of all ILECs based on Total Number of Circuits and Total Trouble Reports.

Attachment 2

Self-Reported Provisioning Results for BellSouth SPA Customer

	A	B	C	D	E	F	G	H	I
1	CONNECTIVITY VENDOR SELF-REPORTING PROVISIONING SPREADSHEET								
2	1/1/2002								
3	Measure No	Measure	START_DATE	END_DATE	SERVICE	CV	NO_DEFECTS	UNIVERSE	CALCULATION
4	2.1	DD_NOT_MET							
5	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_DS3	BST			
6	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Sub-Cust_DS3	BST			
7	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_DS1	BST			
8	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Sub-Cust_DS1	BST			
9	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	BULK_FAC	BST			
10	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST			
11	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Sub-Cust_DS0_VG	BST			
12	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST			
13	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Sub-Cust_DS0_DIG	BST			
14	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	A_RING_SCI	BST			
15	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	A_RING	BST			
16	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_ALL_DS3	BST			
17	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_ALL_DS1	BST			
18	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_ALL_VG	BST			
19	2.1	DD_NOT_MET	1-Jul-02	31-Jul-02	Cust_ALL_DIG	BST			
20	2.5	DLR_NOT_MET	1-Jul-02	31-Jul-02	BULK_FAC	BST			
21	2.5	DLR_NOT_MET	1-Jul-02	31-Jul-02	Cust_OC3	BST			
22	2.5	DLR_NOT_MET	1-Jul-02	31-Jul-02	Cust_DS3	BST			
23	2.5	DLR_NOT_MET	1-Jul-02	31-Jul-02	Cust_ALL_DS3	BST			
24	2.4	DOC_NOT_MET	1-Jul-02	31-Jul-02	BULK_FAC	BST			
25	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_OC3	BST			
26	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_DS3	BST			
27	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_DS1	BST			
28	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	BULK_FAC	BST			
29	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST			
30	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST			
31	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	A_RING_SCI	BST			
32	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_ALL_DS3	BST			
33	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_ALL_DS1	BST			
34	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_ALL_VG	BST			
35	2.3	FIRM_ORD_CONF	1-Jul-02	31-Jul-02	Cust_ALL_DIG	BST			
36	2.6	NCF	1-Jul-02	31-Jul-02	Cust_OC3	BST			
37	2.6	NCF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST			
38	2.6	NCF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST			
39	2.6	NCF	1-Jul-02	31-Jul-02	Cust_DS1	BST			
40	2.6	NCF	1-Jul-02	31-Jul-02	A_RING_SCI	BST			
41	2.6	NCF	1-Jul-02	31-Jul-02	Cust_DS3	BST			
42	2.6	NCF	1-Jul-02	31-Jul-02	Cust_ALL_DIG	BST			
43	2.6	NCF	1-Jul-02	31-Jul-02	Cust_ALL_VG	BST			
44	2.6	NCF	1-Jul-02	31-Jul-02	Cust_ALL_DS1	BST			
45	2.6	NCF	1-Jul-02	31-Jul-02	Cust_ALL_DS3	BST			
46	2.7	TOTAL_NCF	1-Jul-02	31-Jul-02	Cust_OC3	BST			
47	2.7	TOTAL_NCF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST			
48	2.7	TOTAL_NCF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST			
49	2.7	TOTAL_NCF	1-Jul-02	31-Jul-02	Cust_DS1	BST			
50	2.7	TOTAL_NCF	1-Jul-02	31-Jul-02	A_RING_SCI	BST			

Self-Reported Maintenance Results for BellSouth SPA Customer

ACCESS SUPPLIER SELF-REPORTED MAINTENANCE RESULTS - Release Date 1/2002											
Measure_NO	Measure	START_DATE	END_DATE	SERVICE	CV	NO_DEFECTS	UNIVERSE	NO_SAMPLED	MISC_INFO	CALCULATION	REPORTED
2.1	FAIL_FREQ			Cust_OC3							
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS3	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS1	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS0_DIG	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS0_VG	BST						
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DAL_ALL	BST						
2.6	NRF	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.6	NRF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.6	NRF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.7	TRF	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.7	TRF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.7	TRF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.4	MTR_F	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.4	MTR_F	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.4	MTR_F	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.4	MTR_F	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.4	MTR_NF	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.4	MTR_NF	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.4	MTR_NF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.4	MTR_NF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.4	MTR	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.4	MTR	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.4	MTR	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.4	MTR	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.5	MTR_3_F	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.5	MTR_3_F	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.5	MTR_3_F	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.5	MTR_3_F	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.5	MTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.5	MTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.5	MTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.5	MTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.5	MTR_3	1-Jul-02	31-Jul-02	Cust_DS3	BST	0.00	0.00				
2.5	MTR_3	1-Jul-02	31-Jul-02	Cust_DS1	BST	0.00	0.00				
2.5	MTR_3	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST	0.00	0.00				
2.5	MTR_3	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST	0.00	0.00				
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_OC3	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS3	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS1	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS0_DIG	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS0_VG	BST						
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DAL_ALL	BST						
2.8	PROGKS	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.8	PROGKS	1-Jul-02	31-Jul-02	Cust_DS0_ALL	BST						
NA	CPE_UNIVERSE	1-Jul-02	31-Jul-02	Cust_DS1	BST						
NA	CPE_UNIVERSE	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						

Attachment 3

BellSouth Assessment of JCIG Performance Measurements & Standards

ORDERING

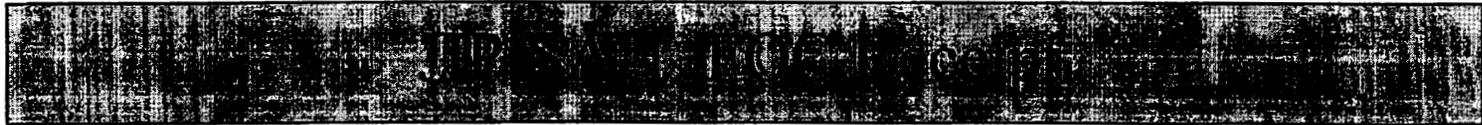
JIP-SA-1 FOC RECEIPT.....	1
JIP-SA-2 FOC RECEIPT PAST DUE.....	2
JIP-SA-3 OFFERED VERSUS REQUESTED DUE DATE.....	3

PROVISIONING

JIP-SA-4 ON TIME PERFORMANCE TO FOC DUE DATE.....	4
JIP-SA-5 DAYS LATE.....	5
JIP-SA-6 AVERAGE INTERVALS – REQUESTED / OFFERED / INSTALLATION.....	6
JIP-SA-7 PAST DUE CIRCUITS.....	7
JIP-SA-8 NEW INSTALLATION TROUBLE REPORT RATE.....	8

MAINTENANCE AND REPAIR

JIP-SA-9 FAILURE RATE.....	9
JIP-SA-10 MEAN TIME TO RESTORE.....	10
JIP-SA-11 REPEAT TROUBLE REPORT RATE.....	11



JCIG Measurement Description

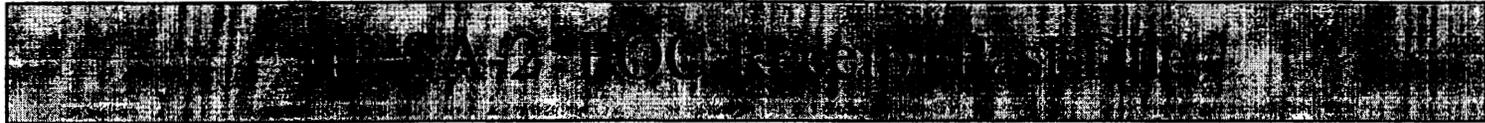
The Firm Order Confirmation (FOC) is the ILEC response to an Access Service Request (ASR), whether an initial or supplement Access Service Request (ASR), that provides the CLEC or IXC Carrier with the specific Due Date on which the requested circuit or circuits will be installed. The expectation is that the ILEC will conduct a minimum of an electronic facilities check to ensure due dates delivered in FOCs can be relied upon. The performance standard for FOCs received within the standard interval is expressed as a percentage of the total FOCs received during the reporting period. A diagnostic distribution is required along with a count of ASRs withdrawn at the ILEC's request due to a lack of ILEC facilities or otherwise.

BellSouth JCIG Standard Assessment

The 98% proposed JCIG standard is unrealistic. The distribution of submitted ASRs is not uniform. In order to meet the 98% standard, BellSouth would have to staff to peak volumes of submitted ASRs. This level of staffing is not economical and will increase the cost of service delivery. Another contributing factor to the difficulty of meeting the FOC standard is the amount of clarification work performed by BellSouth on poor quality ASRs submitted by its customers. IXC Service Center (ICSC) time spent on clarifying ASRs prohibits BLS from working on "clean" ASRs and achieving the proposed standard. Approximately 25% of all ASRs received by BLS require clarification. JCIG also calls for the inclusion of project orders in this measure; this inclusion is flawed. Official projects (Project management volumes: 49+ DSOs, 25+ DS1s, 8+ DS3s) have negotiated FOC delivery dates which typically exceed the stated JCIG intervals. Negotiation of delivery dates is beneficial to both companies as it allows for up front coordination which minimizes rework and rescheduling.

Service Level Agreement & Standards

		<u>JCIG</u>	<u>BLS Tariffed SLAs</u>
DS1: % within 2 bus. days	>=	98 %	80 % - 85 %
DS3: % within 5 bus. days	>=	98 %	80 % - 85 %
		(Absolute)	(Min / Max)



JCIG Measurement Description

The FOC Receipt Past Due measure tracks all Access Service Requests (ASRs) that have not received a FOC from the ILEC within the expected FOC receipt interval, as of the last day of the reporting period and do not have an open, or outstanding, Query/Reject. This measure gauges the magnitude of late FOCs and is essential to ensure that FOCs are being received in a timely manner from the ILECs. A distribution of these late FOCs, along with a report of those late FOCs that do have an open Query/Reject, is required for diagnostic purposes.

BellSouth JCIG Standard Assessment

This measurement is redundant and unnecessary. SA-2 FOC Receipt Past Due is simply the inverse of SA-1 FOC Receipt. The measure actually provides less information than SA-1 since SA-2 FOC Receipt Past Due is an end of month "snapshot" measurement. Reporting on this measurement is excessive and resource wasting. BellSouth's assessment of the 2% proposed JCIG standard is unrealistic for the same reasons provided under SA-1. The additional diagnostic component of the measure is laborious and will require additional resources in which to report and answer inquires without providing any additional beneficial information to the customer or BellSouth.

Service Level Agreement & Standards

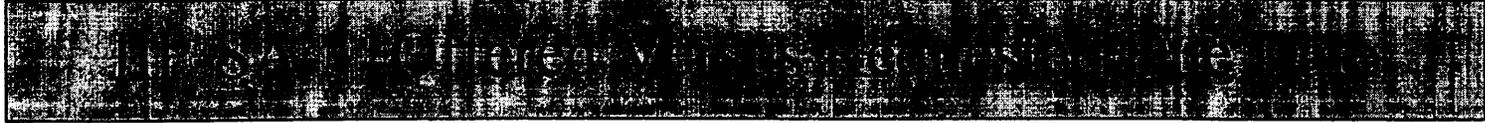
JCIG

% Past Due

<=

2 %

(Absolute)



JCIG Measurement Description

The Offered Versus Requested Due Date measure reflects the degree to which the ILEC is committing to install service on the CLEC or IXC Carrier Requested Due Date (CRDD), when a Due Date Request is equal to or greater than the ILEC stated interval. A distribution of the delta, the difference between the CRDD and the Offered Date, for these FOCs is required for diagnostic purposes.

BellSouth JCIG Standard Assessment

The 100% proposed JCIG standard for Offered versus Requested Due Date is unrealistic. The standard is not attainable due to several reasons. First, business processes and humans cannot perform flawlessly 100% of the time. Secondly, diverse geographic attributes of BellSouth's region coupled with the absence of accurate customer provided forecasts make it impossible to be able to predict and install facilities to every potential customer site before each order is placed. Even with an accurate forecast that a customer is willing to stand by, the massive capital required for this effort would be staggering, let alone foolish and it still would not be enough to guarantee meeting the 100% JCIG standard. The measure is also flawed by the inclusion of projects which have negotiated due dates, not standard intervals which this measurement is based on. The diagnostic associated with this measure is more overkill and is again unnecessary as BellSouth offers various standard intervals and is motivated to meet the earliest possible delivery date and satisfy the customer's request.

Service Level Agreement & Standards

JCIG

% Past Due

>=

100 %

(Absolute)



JCIG Measurement Description

On Time Performance To FOC Due Date measures the percentage of circuits that are completed on the FOC Due Date, as recorded from the FOC received in response to the last ASR sent. Customer Not Ready (CNR) situations may result in an installation delay. The On Time Performance To FOC Due Date is calculated both with CNR consideration, i.e., measuring the percentage of time the service is installed on the FOC due date while counting CNR coded orders as an appointment met, and without CNR considerations.

BellSouth JCIG Standard Assessment

The 98% proposed JCIG standard is commercially unreasonable. Consistent performance at or above this level would require additional technician resources in work centers and the field, along with significant related capital equipment investments. Such investment would ultimately increase Special Access prices and be shared with the IXC's and CLECs. Additionally, SPA customers have not expressed the need for as high of a standard in their individually negotiated SLA agreements with BellSouth. The additional JCIG request to have results reported with CNR considerations excluded is misguided and not meaningful. This variation of the On Time Performance To FOC Due Date measures the customer's ability/inability to coordinate and meet with the ILEC on the FOC Due Date and not the ILEC's ability to deliver on its commitment.

Service Level Agreement & Standards

DS1: % On Time (with CNR) \geq

JCIG

98 %

(Absolute)

BLS Tariffed SLAs

90 % - 95 %

(Min / Max)

DS3: % On Time (with CNR) \geq

98 %

85 % - 90 %



JCIG Measurement Description

Days Late captures the magnitude of the delay, both in average and distribution, for those circuits not completed on the FOC Due Date, and the delay was not a result of a verifiable CNR situation. A breakdown of delay days caused by a lack of ILEC facilities is required for diagnostic purposes.

BellSouth JCIG Standard Assessment

The less than 3 days proposed JCIG standard is arbitrary and may not be reasonable when Customer Not Ready Conditions are not included in the measurement. The diagnostic component of this measure is troubling and should be of no concern to the customer. If BellSouth misses its due date, it should be of no concern to the customer whether or not the order was missed due to a defective cable pair, lack of facilities, or systems error. This request is a backdoor effort to obtain competitive marketplace information from BellSouth and other ILECs. While the cost of providing this information is incurred only by the reporting ILEC, such frivolous and unnecessary data collection and reporting is of no benefit to the competitive Special Access marketplace.

Service Level Agreement & Standards

JCIG

Average Days Late

<=

3 Days

(Absolute)



JCIG Measurement Description

The intent of this measure is to capture three important aspects of the provisioning process and display them in relation to each other. The Average CLEC or IXC Carrier Requested Interval, the Average ILEC Offered Interval, and the Average Installation Interval, provide a comprehensive view of provisioning, with the ultimate goal of having these three intervals equivalent.

BellSouth JCIG Standard Assessment

JCIG proposes this measurement as a diagnostic only and BellSouth agrees that this measurement cannot be used in conjunction with a standard. However, this measurement lacks relevance and provides no additional useful information. BellSouth reports its On-Time to FOC Due Date performance results via ARMIS. The additional expenses that will be incurred to collect data and report this measure clearly outweighs any benefit received by the customer. The inclusion of the CNR conditions further distorts the measurement results and makes them altogether useless.

Service Level Agreement & Standards

JCIG

Average Intervals

Diagnostic

(Absolute)



JCIG Measurement Description

The Past Due Circuits measure provides a snapshot view of circuits not completed as of the end of the reporting period. The count is taken from those circuits that have received a FOC Due Date but the date has passed. Results are separated into those held for ILEC reasons and those held for CLEC or IXC Carrier reasons (CNRs), with a breakdown, for diagnostic purposes, of Past Due Circuits due to a lack of ILEC facilities. A diagnostic measure, Percent Cancellations After FOC Due Date, is included to show a percent of all cancellations processed during the reporting period where the cancellation took place after the FOC Due Date had passed.

BellSouth JCIG Standard Assessment

This Measurement is duplicative of the SA-5 Days Late measurement. This measurement is the reporting of Days Late measurement only in a slightly different format. There is no additional benefit in reporting this data in both measures, only additional reporting and programming costs to be incurred by the reporting ILEC/CLEC. The diagnostic component of this measurement regarding IXC/CLEC cancellations is burdensome and should be the responsibility of the customer, not the supplier to report. The customer should be aware and have the ability to track the volume of their cancellations before and after the FOC due date. The remainder of the assessment is the same as the assessment put forth for SA-5 Days Late. There is no statistical basis for the proposed JCIG standard of 3%.

Service Level Agreement & Standards

JCIG

% 5 Days beyond FOC Due Date <=

3 %

(Absolute)

New Installation Trouble Report Rate

JCIG Measurement Description

New Installation Trouble Report Rate measures the quality of the installation work by capturing the rate of trouble reports on new circuits within 30 calendar days of the installation.

BellSouth JCIG Standard Assessment

The 1% proposed JCIG standard is clearly unrealistic. The technical complexity of the network and external factors, such as weather, cable cuts by outside contractors, and other factors outside BellSouth's control, make the 1% standard unachievable. Successful circuit turn-up cannot be achieved unilaterally. Cooperative testing is usually required. JCIG includes repeated troubles in the calculation of this measurement which is already addressed in SA-11 Repeat Trouble Report Rate. A more suitable criteria for this measure would be to report on the number of circuits that failed within 30 days and not the total number of troubles found on newly installed circuits. Circuit failures need to be determined by counting only found troubles. Found troubles are defined as Came Clear (CC), No Trouble Found (NTF), Central Office (CO), Facilities (FAC), Serving Bureau (SVB) (excluding Independent Companies (ICOs)). TOKs are not a found trouble and should be excluded. Additionally, SPA customers have not expressed the need for as high of a standard in their individually negotiated SLA agreements with BellSouth. This measurement is also a subset of SA-9 Failure Rate and the assessment of that JCIG standard also applies here.

Service Level Agreement & Standards

		JCIG	BLS Tariffed SLAs
DS1: % Failures on New Ckts	<=	1%	15 % - 10 %
DS3: % Failures on New Ckts	<=	1%	7.5 % - 5 %
		(Absolute)	(Min / Max)



JCIG Measurement Description

Failure Rate measures the overall quality of the circuits being provided by the ILEC and is calculated by dividing the number of troubles resolved during the reporting period by the total number of "in service" circuits at the end of the reporting period, and is then annualized by multiplying by 12 months

BellSouth JCIG Standard Assessment

The 10% annual (0.83% monthly) proposed JCIG standard is unrealistic and without basis. This level of Network performance is not achievable, especially when taking into account the JCIG measurement includes troubles closed out to TOK. In fact, current levels of Customer Reports being closed out to TOK make up approximately 15% of BellSouth's overall DS1 failure rate. This effectively reduces the proposed JCIG standard for BellSouth to an annual standard of 8.5% (0.70% month). There is no mechanism in place to curb increased volumes of future tickets closed out to TOK, which could reduce the standard even further. This factor also contributes to increased work load in work centers, central offices, and the field. Several conditions outside of BellSouth's control influence this measurement, including cable cuts by outside contractors, and improper testing by the IXC/CLEC render the target out of reach for the industry. Additionally, SPA customers have agreed to the same standard in their individually negotiated SLA agreements with BellSouth.

Service Level Agreement & Standards

JCIG

DS1: % Failures all circuits	>=	0.83 %
DS3: % Failures all circuits	>=	0.83 %

(Absolute)



JCIG Measurement Description

The Mean Time To Restore interval measures the promptness in restoring circuits to normal operating levels when a problem or trouble is referred to the ILEC. Calculation is the elapsed time from the CLEC or IXC Carrier submission of a trouble report to the ILEC to the time the ILEC closes the trouble, less any Customer Hold Time or Delayed Maintenance Time due to valid customer, CLEC, or IXC Carrier caused delays. A breakdown of the percent of troubles outstanding greater than 24 hours, and the Mean Time to Restore of those troubles recorded as Found OK / Test OK, is required for diagnostic purposes.

BellSouth JCIG Standard Assessment

The proposed JCIG standards of 2 hours for DS1 and 1 hour for DS3 are clearly unrealistic and defy logic. Several obvious factors make the proposed standards clearly out of reach for the ILEC. Geographic diversity and spatial arrangements of installed SPA circuits make dispatching a technician to a customer premise within the standards difficult, let alone time to isolate, repair, and test the circuit within that timeframe. Achievement of this metric would require thousands of additional technicians to be hired and deployed throughout the organization in multiple remote geographic locations, central offices, and work centers. The additional expense and capital required to even come close to the proposed standards is unfathomable and would be a cost that both the customer and supplier would be unable to bear. These standards are outside of the expectations of SPA customers who have negotiated SLA agreements with BellSouth. The first requested diagnostic of troubles outstanding greater than 24 hours is a POTS measurement and is not applicable to Special Access.

Service Level Agreement & Standards

JCIG

BLS Tariffed SLAs

DS1: Average Duration



2 Hours

4.25 – 4.0

DS3: Average Duration



1 Hour

4.25 – 4.0

(Absolute)

(Min / Max)

SA-11 Repeat Report Trouble Report Rate

JCIG Measurement Description

The Repeat Trouble Report Rate measures the percent of maintenance troubles resolved during the current reporting period that had at least one prior trouble ticket any time in the preceding 30 calendar days from the creation date of the current trouble report.

BellSouth JCIG Standard Assessment

The 6% / 3% proposed JCIG standards for Repeat Trouble Report Rate are unrealistic and simply not achievable. The current JCIG measurement criteria even goes as far as to include repeat troubles that were as a direct result of the IXC/CLECs and end user customer failures, which is incredulous. This measurement is more suited for internal ILEC assessment and is not necessary for the customer. SA-11 Repeat Report Trouble Rate is a subset of SA-9 Failure Rate and is therefore duplicative. SA-9 provides the most complete picture of Network reliability and already captures the failures included in this measurement. SPA customers have not expressed a need for such a stringent standard in their individually negotiated SLA agreements with BellSouth.

Service Level Agreement & Standards

JCIG

DS1: Repeat Report Rate

≤

6 %

DS3: Repeat Report Rate

≤

3 %

(Absolute)