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**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**DIRECT TESTIMONY OF WILLIAM N. STACY**  
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
**DOCKET 960786-TL**  
**JULY 7, 1997**

Q. Please state your name, address and position with BellSouth Telecommunications, Inc. (BellSouth).

A. My name is William N. Stacy. My business address is 675 West Peachtree Street, Room 4410, Atlanta, GA 30375. I am the Assistant Vice President - Services for the Interconnection Operations Department of BellSouth Telecommunications Inc. ("BellSouth"). In this position I am responsible for development of the procedures used by BellSouth personnel to process Alternative Local Exchange Company (ALEC) service requests, and for assisting the service centers in Interconnection Operations in implementing ALEC contracts in a manner consistent with State Commission and Federal Communication Commission (FCC) rules and regulations governing local exchange competition.

Q. Please summarize your background and experience.

A. I received a Bachelor of Science degree in electrical engineering in 1970 from the University of Kentucky, in Lexington, KY. I have 27

1 years of experience with BellSouth, including 5 years with BellSouth  
2 Enterprises at MobileComm, a paging company previously owned by  
3 BellSouth. I have held numerous positions in BellSouth in Network  
4 Engineering, Operator Services, Network Planning, and Network  
5 Operations. I am a registered professional engineer in the states of  
6 Alabama, Kentucky and Mississippi.

7

8 Q. What is the purpose of your testimony?

9

10 A. The purpose of my testimony is to discuss BellSouth's proposed and  
11 negotiated performance measures and methods for comparing data  
12 from those measures. My discussion will address two of the issues  
13 identified in this docket. The first is Issue 3 which has been stated in  
14 the following question:

15

16 "Has BellSouth provided nondiscriminatory access to network  
17 elements in accordance with the requirements of sections  
18 251(c)(3) and 252(d)(1) of the Telecommunications Act of 1996,  
19 pursuant to 271(c)(2)(B)(ii) and applicable rules promulgated by  
20 the FCC?

21

22 (a) Has BellSouth developed performance standards and  
23 measurements? If so, are they being met?"

24

25

1 The second issue is Issue 15(a) which has been stated in the following  
2 question:

3  
4 "Has BellSouth provided telecommunications services available  
5 for resale in accordance with the requirements of section  
6 252(d)(2) of the Telecommunications Act of 1996, pursuant to  
7 section 271(c)(2)(B)(xii) and applicable rules promulgated by the  
8 FCC?

9  
10 (a) Has BellSouth developed performance standards and  
11 measurements? If so, are they being met?"

12  
13 BellSouth has committed to the FCC and the Florida Public Service  
14 Commission ("FPSC or Commission") that the service provided to  
15 ALEC customers will be equal to the service provided BellSouth's own  
16 customers. This is in accordance with the FCC and FPSC orders in  
17 their respective dockets.

18  
19 In order to address this rather complex, interrelated set of items, my  
20 testimony will be grouped as follows:

21  
22 First, I will briefly discuss the existing measures used by BellSouth for  
23 services provided to its end user customers.

24  
25

1 Second, I will discuss the performance measures agreement BellSouth  
2 has reached with AT&T, and BellSouth's negotiations with other  
3 Alternative Local Exchange Companies (ALECs).

4  
5 Third, I will discuss the groups of services which BellSouth has agreed  
6 to measure under the AT&T agreement.

7  
8 Fourth, I will discuss the measurements which BellSouth has agreed to  
9 use for these services.

10  
11 Fifth, I will discuss the process BellSouth has proposed for establishing  
12 target levels for these measurements, and for comparing similar  
13 measures.

14  
15 Finally, I will discuss the steps BellSouth is taking in its organizational  
16 structure and process to insure parity of service for the ALECs, and the  
17 steps being taken to insure that the response time of the ALEC's  
18 Operations Support Systems (OSSs) is similar to BellSouth's retail  
19 systems.

20  
21 Q. In general, what types of measures does BellSouth use for its own  
22 retail operations today?

23  
24 A. BellSouth's retail operations track service performance results on a  
25 company-wide, and state-wide basis, for groups of customer services.

1 In general, the groups are separated in two ways: First, by the type of  
2 customer , (i.e. residence, small business, or large business); and  
3 Second, by the type of service provided, (i.e. Plain Old Telephone  
4 Service (POTS), which is also referred to as non-designed services,  
5 and designed or special services). BellSouth's proposed and  
6 negotiated measures for services provided to both ALECs and to  
7 BellSouth retail units generally follow this pattern. Further, this  
8 Commission has previously indicated that these measures are  
9 adequate in its approval of the AT&T arbitration agreement.

10

11 Q. Has BellSouth reached agreement on service quality and parity  
12 measurements with AT&T?

13

14 A. Yes. BellSouth and AT&T reached agreement on May 9, 1997, on  
15 performance measurements. These measures include both the parity  
16 measures and the non-discriminatory access to systems and services  
17 measures that I mentioned previously.

18

19 This specific agreement was signed in Georgia, but both parties have  
20 agreed to extend its provisions to all nine states where BellSouth  
21 provides services as an Incumbent Local Exchange Company (ILEC.)

22

23 Collection of data for these measurements has already begun.

24 BellSouth has agreed to produce these measurements for AT&T no

25

1 later than September, 1997, unless otherwise specified in the  
2 agreement.

3

4 Q. Has BellSouth reached agreement on performance measurements with  
5 other ALECs?

6

7 A. No. BellSouth is negotiating measures similar to those provided in the  
8 AT&T agreement with other ALECs, but no other agreements have  
9 been finalized with respect to performance measures.

10

11

12 Q. Did BellSouth and AT&T agree to and finalize all reporting  
13 requirements?

14

15 A. No. In Attachment 12, Section 1.4 of the BellSouth/AT&T contract  
16 requirements (Exhibit WNS-A), the following language appears:

17

18 "BellSouth and AT&T recognize that percentage target  
19 performance levels have not been provided for all  
20 measurements and that such targets for certain categories of  
21 performance will be required to improve performance, to  
22 maintain parity with that which BellSouth has obligated itself to  
23 provide under this Agreement, or to improve service as AT&T  
24 and BellSouth may mutually agree. BellSouth and AT&T agree  
25 to meet to discuss establishment of such targets quarterly,

1 starting no later than ninety (90) days after actual performance  
2 occurs. Such targets will reflect a negotiated level of  
3 performance. Notwithstanding the foregoing, AT&T reserves its  
4 right to request targets that exceed parity. Such a request may  
5 require AT&T to reimburse BellSouth for the reasonable and  
6 demonstrable cost BellSouth incurs to provide such  
7 performance, as the Parties may mutually agree.”  
8

9 Q. Please explain what categories of services will be measured under your  
10 agreement with AT&T.

11  
12 A. The service groups (categories) we have agreed to are listed in Exhibit  
13 WNS-B, and are described below.

14 **1. POTS residence dispatch out:** Non-designed services provided  
15 to residential end users where the activity performed requires dispatch  
16 of a BellSouth technician to provision service or perform a repair  
17 activity. An example of this type of activity would be the installation of a  
18 new residence line in a location that had not previously had service.

19  
20 **2. POTS residence non-dispatch out:** Non-designed services  
21 provided to residential end users where the activity performed does not  
22 require dispatch of a BellSouth technician to provision service or  
23 perform a repair activity. An example of this type of activity would be  
24 the addition of a switch feature like three-way calling to an existing  
25 customer's service.

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**3. POTS business dispatch out:** Non-designed services provided to business end users where the activity performed requires dispatch of a BellSouth technician to provision service or perform a repair activity. An example would be the installation of a new business line in a location that had not previously had service.

**4. POTS business non-dispatch out:** Non-designed services provided to business end users where the activity performed does not require dispatch of a BellSouth technician to provision service or perform a repair activity. An example would be the addition of a switch feature like 3-way calling to an existing customer's service.

**5. UNE dispatch out:** Unbundled network elements (UNEs) provided to an ALEC for its end users where the activity performed requires dispatch of a BellSouth technician to provision service or perform a repair activity. An example of this type of activity would be the provisioning of an unbundled loop.

**6. UNE non-dispatch out:** Unbundled network elements provided to an ALEC for its end users where the activity performed does not require dispatch of a BellSouth technician to provision service or perform a repair activity. An example of this type of activity would be the provisioning of Interim Number Portability.



1       **7. Local Interconnection trunking:** All trunk groups between the  
2       ALEC and BellSouth.

3

4       **8. Designed Special Services:** All designed special services. An  
5       example of this type of activity is the installation or maintenance of DS-  
6       1 services.

7

8    Q.    Please explain what measurements are provided for in the AT&T  
9       agreement.

10

11   A.    The agreement provides for measurement of five categories of  
12       performance:

13               (1) Provisioning

14               (2) Maintenance

15               (3) Billing

16               (4) Databases (e.g. LIDB)

17               (5) Account Maintenance

18

19   Q.    What are the agreed to measurements and how do you define them?

20

21   A.    The defined measurements are described below. Other agreed to  
22       measurements such as desired due date are not yet defined.

23

24       The Provisioning measurements include:

25

1           **1. Percent Reject or Error Status Notification:** BellSouth can  
2           measure rejects for electronically placed orders that occur up front -  
3           before system processing begins - due to "fatal" errors caused by  
4           incomplete or missing data or other serious and obvious problems.  
5           BellSouth and AT&T are working closely together to further define error  
6           handling standards. The proposed measurement is:

7

$$\frac{\text{Number of Rejects or Error Status Sent in } < 1 \text{ hour}}{\text{(whatever interval is set)}} \div \text{Total Number of Rejects or Error Status Sent}$$

8  
9  
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12

13           **2. Percent Firm Order Confirmation (FOC) per interval:** BellSouth  
14           will provide this measurement for orders that flow through mechanically  
15           and entirely without human intervention, excluding rejects. No  
16           programming has been initiated or planned that will provide a  
17           residence/business split. The proposed measurement to be performed  
18           weekly for 90 days and then be reevaluated is:

19  
20

$$\frac{\text{Total Number of FOCs Sent } < 4 \text{ hr., } 6 \text{ hr., } 8 \text{ hr., } 12 \text{ hr., } 24 \text{ hr., over } 24 \text{ hours}}{\text{Total Number of FOCs sent per total interval}}$$

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**3. Percent Appointments Met:** BellSouth does not measure the intervals involved in provisioning services to either its retail customers or ALEC customers directly. Instead, both the BellSouth retail units and the ALECs are given access to BellSouth's due date calculation processor. This process calculates the next available due date based on a set of factors including the type of work required for the provisioning activity and the existing workload for the installation group in that area. The available due dates for each type of activity are offered on a first come-first served basis.

Since the due dates (and the intervals) vary according to several factors, the most appropriate measure of provisioning timeliness is a measure of how well the due dates are met, once they have been established.

$$\frac{\text{Total Appointments Met}}{\text{Total Appointments Set}}$$

**4. Percent Trouble Reports within 30 Days of installation:**

$$\frac{\text{All troubles on service installed < 30 days in a calendar month}}{\text{Installations in a calendar month}}$$

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Note: Numerator and Denominator are not the same order base for POTS service due to the way the measurement data is collected.

For Specials only, measurement will be calculated where the Numerator and Denominator are the same order base.

$$\begin{aligned} & \text{Troubles on service installed < 30 days} \\ & \qquad \qquad \qquad \text{divided by} \\ & \qquad \qquad \qquad \text{Installations in a calendar month} \end{aligned}$$

The Maintenance measurements include:

**1. Average Duration (in hours):** Will be measured for troubles classified as either total outage or service affecting using BellSouth's existing definitions and testing capabilities to make this determination.

For POTS services:

$$\begin{aligned} & \text{Total Duration Time} \\ & \qquad \qquad \qquad \text{divided by} \\ & \qquad \qquad \qquad \text{Total Troubles} \end{aligned}$$

1        For Specials and Local Interconnection/Trunking:

2

3                    Responsible Duration Time (using Industry Definition)

4                                    divided by

5                                    Total Troubles

6

7        **2. Percent Appointments Met:** This measure excludes appointments  
8        missed for ALEC reasons or ALEC end user reasons.

9

10                                    Total Appointments Met

11                                    divided by

12                                    Total Appointments Set

13

14        NOTE: See the explanation above for Provisioning Appointments.

15        Similar logic applies to the maintenance appointment setting process.

16

17        **3. Percent Repeat Reports in 30 Days:** Includes all repeat reports  
18        except those that BellSouth is not involved with such as Customer  
19        Provided Equipment (CPE).

20

21                                    Total Repeats < 30 Days

22                                    divided by

23                                    Total Troubles

24

25

1       **4. Report Rate:** Will be provided for POTS/Non-Designed and  
2       Designed Specials only. Until the reporting base becomes fairly  
3       sizable, parity comparisons may be difficult. Measurement reflects  
4       troubles/100 access lines.

5  
6                               Number of Trouble Reports per Month  
7   divided by  
8                               Total Number of Lines

9  
10       **5. Percent Calls Answered in 30 Seconds in BellSouth Repair**  
11       **Center:** BellSouth will provide this measurement with ALEC specific  
12       results when the ALEC Repair Center is established later in 1997.

13  
14       The Billing measurements include:

15  
16               **1. Timeliness of daily usage messages delivered via the**  
17               **ConnectDirect system:** Target is to be equal to or greater than  
18               95%

19  
20               **2. Completeness of Recorded Usage Data delivered within**  
21               **30 days of the message create date:** Target is to be equal to  
22               or greater than 98%

23  
24  
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1                   **3. Recorded Usage Data Accuracy Transmitted Correctly in**  
2                   **the current Bellcore EMR format:** Target is to be equal to or  
3                   greater than 98%

4  
5                   **4. Recorded Usage Data transmission:** Target is to be error  
6                   free, with specified resolution intervals for any modification  
7                   requests

8  
9                   **5. Data Packs sent error free:** Target is 96%

10

11                   The Data Base measurements include:

12

13                   **1. Line Information Data Base (LIDB):** Target is to process  
14                   within 1 second for 99% of all messages under normal  
15                   conditions

16

17                   **2. LIDB Message Round Trip Time:** Target is to process  
18                   within 2 seconds for 99.9% of all queries under normal  
19                   conditions

20

21                   **3. Measure to be developed:** LIDB query reply rate - 99.9%

22

23                   **4. Measure to be developed:** LIDB query time out - less than  
24                   0.1%

25

1 The Account Maintenance Measurements include:

2

3 **1. Notification of switch of an AT&T customer to another**  
4 **ALEC: within 1 business day**

5

6 **2. Interexchange carrier Preferred Interexchange Carrier**  
7 **(PIC) changes: Provisioned and completed within 1 business**  
8 **day via the work order completion feed**

9

10 **3. Rejection of "01" PIC change requests for AT&T**  
11 **customers: Less than one business day**

12

13 Q. How does BellSouth propose to separate AT&T's results and other  
14 ALEC's results for comparison to BellSouth's own retail service  
15 results?

16

17 A. BellSouth tracks service performance on a company-wide and on an  
18 individual state basis. Reports for BellSouth state results compared to  
19 all ALECs operating in that state will be produced monthly. Reports for  
20 individual ALECs will be provided in accordance with the terms and  
21 conditions of individual ALEC contracts.

22

23 Q. Now that you've discussed the groups of services to be measured, and  
24 the types of measurements to be used, what is BellSouth's proposal for

25



1           establishing target levels for those services which BellSouth provides to  
2           both the ALECs and BellSouth retail units?

3

4   A.   BellSouth generally proposes the use of statistical process control  
5       measures to determine whether those services are being provided at  
6       parity.

7

8       BellSouth performance data historically has variations from month to  
9       month due to many factors, such as severe weather, damage to  
10      company facilities, or other events that cannot be anticipated. It is  
11      therefore important to study performance results over several months  
12      to determine what the acceptable upper and lower limits for various  
13      performance measures should be. This is done by plotting the  
14      monthly results on a graph or control chart. This creates a picture of  
15      the performance. Once data has been collected for a number of  
16      months (generally at least six), upper and lower levels of performance  
17      can be established.

18

19      The proposed reporting format would use the historical and current  
20      performance of BellSouth as the standard to establish statistical  
21      process control parameters, using the process control chart format.  
22      After BellSouth's performance is used to establish the basic  
23      parameters (average, upper control limit, lower control limit) of the  
24      control chart, the services BellSouth performs for all ALECs would be  
25      superimposed on this same chart. Once control limits are established.

1 a comparison can easily be made between the BellSouth data and the  
2 ALEC data. This type of comparison will be made for each agreed to  
3 group of services where BellSouth provides similar retail services to its  
4 retail customers.

5

6 When reviewing comparative data (BellSouth compared to ALECs) on  
7 a control chart, as long as the monthly performance is within the  
8 established upper and lower limits there generally would not be any  
9 concern unless one of the entities (i.e., an ALEC), was, for three  
10 consecutive months, higher or lower than the other two. This would  
11 merit an investigation or a study referred to as "root cause analysis", to  
12 determine the reason for the consistent variation. Once this has been  
13 accomplished, a plan for corrective action would be initiated. This  
14 method of analyzing data avoids overreacting to a one month spike and  
15 focuses on processes to insure consistent performance. An example  
16 of a control chart is included as Exhibit WNS-C, and is discussed  
17 below.

18

19 The process control chart labeled Business Appointments Met (Exhibit  
20 WNS-C), has 27 months of data on BellSouth Business Appointments  
21 Met. It also has 4 months of this same type of data for all ALECs  
22 operating in any of the nine BellSouth states, January, 1997 through  
23 April, 1997. Normally more than 4 months data would be used before  
24 valid conclusions would be made, but this chart is being produced for  
25 illustrative purposes. . On this chart the upper control limits were

1 established based on BellSouth's historical performance at an upper  
2 control limit of 90% and a lower control limit of 77.5%. The ALEC data  
3 for January 1997 was below the lower limits and was investigated.  
4 However February, March, April and May results improved and the  
5 actual performance was above that of BellSouth.

6

7 Q. What is BellSouth's proposal for establishing these target levels for the  
8 systems and services that BellSouth provides only to its ALEC  
9 customers?

10

11 A. BellSouth recognizes that insufficient historical data exists to establish  
12 process control measures for those systems and services and has  
13 agreed with AT&T to begin measurement of that data, and to continue  
14 to discuss targets as previously discussed. Additionally, BellSouth has  
15 published a set of target intervals for provisioning UNEs (Exhibit WNS-  
16 D) and is preparing a similar set of target intervals for maintenance of  
17 UNEs. These intervals will be used to establish the provisioning and  
18 maintenance due dates for the UNE categories, and will allow us to  
19 begin to generate the data for future Statistical Process Control (SPC)  
20 measurements. Until sufficient data is collected for each service  
21 category, BellSouth proposes using negotiated measures to set  
22 estimated values for the average, the upper control limit, and the lower  
23 control limit, and to adjust these as additional data becomes available.  
24 The time period to accumulate statistically valid data for each category

25

1 is a function of the ALECs' ordering volume in each state and in each  
2 service category, and cannot be accurately predicted at this time.

3

4 Q. Do these process control measurement methods relate to BellSouth's  
5 agreement with AT&T?

6

7 A. Yes. This measurement method does a good job of demonstrating  
8 performance. For the provisioning and maintenance measures, the  
9 groups of service to be measured and the specific measure(s) to be  
10 applied to each group are listed in the table in Exhibit WNS-B. Where  
11 the table entry SPC is shown, BellSouth believes that sufficient  
12 historical data exists to establish statistical process control measures  
13 by September, 1997. Where the entry "IP" is shown, BellSouth  
14 historical data does not exist, and appropriate interim process control  
15 limits must be negotiated between BellSouth and the ALECs.

16

17 Q. Has data for any of these measurements already been collected?

18

19 A. No. These measures were agreed to on May 9, 1997, so no historical  
20 data is available for many of the specific categories at this time. In the  
21 interim, BellSouth has been collecting data for a set of existing  
22 measures to compare the services provided to BellSouth retail  
23 customers with those provided to ALEC end users. Additionally,  
24 BellSouth has collected the data for its provisioning of certain  
25 unbundled network elements (those designed for end user service),

1 and for the local interconnection trunking services installed for the  
2 ALECs. This data for these UNE measures for the first five (5) months  
3 of 1997 is shown in Exhibit WNS-E.

4  
5 Q. In addition to the measurements we've discussed at length, what steps  
6 has BellSouth taken to ensure service parity in its operations centers  
7 and provisioning and maintenance processes?

8  
9 A. In recognition of the changing business and regulatory environments,  
10 BellSouth began development work in May, 1995, to create a process  
11 for handling the provisioning, maintenance and repair of all  
12 interconnection facilities, resold services, and unbundled network  
13 elements provided to the ALECs. Since that time, BellSouth has  
14 created an entire new officer level organization, Interconnection  
15 Operations, which is responsible for all operational aspects of  
16 provisioning and maintaining services for ALECs. For resale and  
17 unbundled network element ordering, two Local Carrier Service  
18 Centers (LCSCs) located in Birmingham and Atlanta serve as contact  
19 points for ALECs ordering services for resale. Ordering of UNEs for  
20 facility based service offerings is handled in these same centers. A  
21 Customer Support Manager is assigned to each ALEC to provide a  
22 single liaison point if the ALEC customers have operational issues that  
23 are not satisfactorily resolved by the normal center processes.

24  
25

1           Additionally, due to the complexity of managing service for large end  
2           users, BellSouth established a group of project management  
3           specialists as a separate part of the LCSC to provide project  
4           coordination for this type of conversion. Finally, for day-to-day  
5           provisioning activities for unbundled network elements, BellSouth  
6           established UNE Centers staffed with highly trained technicians to  
7           coordinate the provisioning activities required to install the various UNE  
8           products.

9  
10           At this time, if the ALEC chooses not to use the Trouble Analysis  
11           Facilitation Interface (TAFI) electronic interface for its end user's trouble  
12           reports, the repair services for TAFI supported services are  
13           incorporated into existing BellSouth operations, insuring that the  
14           ALECs receive high quality maintenance and repair services on parity  
15           with that provided to BellSouth's retail operations. BellSouth is  
16           examining the possibility of creating a separate repair center dedicated  
17           to ALEC resale services, when sufficient volume develops.

18  
19           Additional managers and support personnel have recently been added  
20           to these existing centers and will continue to be added as needed to  
21           support increased ALEC activity. ALECs choosing not to use available  
22           electronic trouble reporting interfaces are provided contact numbers to  
23           submit trouble reports, have trouble testing performed on POTS lines,  
24           have repair teams dispatched, and check on the status of repairs.

25

1 Local interconnection and trunking provisioning and maintenance are  
2 provided by BellSouth's Access Customer Service Centers (ACSCs)  
3 which are also part of the Interconnection Operations division. The  
4 ACSCs have provided similar services to the Interexchange Carriers  
5 (IXCs) for several years. BellSouth technicians in the ACSC directly  
6 interface with the ALECs to perform turn-up, testing, and repair of  
7 interconnection facilities. These technicians must pass a complex  
8 technical test to fill these positions. In addition, BellSouth has a  
9 customized training curriculum which qualifies technicians to support  
10 facility-based ALECs. The training period for these employees is  
11 approximately twenty-nine (29) days.

12  
13 In summary, BellSouth is committed to provide all of these operations  
14 centers with sufficient resources to meet the demands of the ALECs.  
15 BellSouth has forecasts of expected transaction/order volumes  
16 gathered directly from our ALEC customers by the BellSouth account  
17 team responsible for each individual ALEC account. This information  
18 allows BellSouth to project ordering volumes, provisioning volumes,  
19 and trouble reporting volumes from the ALECs based upon BellSouth's  
20 own experience. Staffing initiatives, internal and external hiring, and  
21 training have been deployed to enable BellSouth to effectively  
22 anticipate ALEC provisioning and maintenance expectations.

23  
24 For provisioning, ALECs can place orders directly for interconnection  
25 facilities through one of the electronic interfaces or manually with the

1 LCSC. In either case, BellSouth's operational support systems  
2 produce a work order which is received by the appropriate BellSouth  
3 network group (resale and UNEs), or by the UNE center. Upon receipt  
4 of the work order, the appropriate technician performs turn-up and  
5 testing on the interconnection facilities and unbundled elements, and  
6 the results are provided to the ALEC. If the circuit is accepted by the  
7 ALEC, the order is completed and billing begins.

8

9 In the case of maintenance and repair, ALECs can submit trouble  
10 reports for resold services, interconnection facilities, and unbundled  
11 network elements directly through one of the electronic interfaces or  
12 manually with the appropriate repair center.

13

14 If the ALEC has chosen to use the ALEC Trouble Analysis Facilitation  
15 Interface (TAFI) the ALEC's representative can input the report directly  
16 into the ALEC-TAFI system and can handle the trouble in the same  
17 manner as comparable troubles are handled by BellSouth for its retail  
18 customers. This is precisely how trouble reports are handled on POTS  
19 lines for BellSouth's retail customers.

20

21 If the ALEC chooses not to use the TAFI electronic interface for its end  
22 users' trouble reports, the repair services for TAFI supported services  
23 are incorporated into existing BellSouth operations, ensuring that the  
24 ALECs receive high quality maintenance and repair services on parity  
25 with that provided BellSouth's retail customers.



1  
2        Trouble reports received on interconnection facilities or other designed  
3        services are entered into BellSouth's Work Force Administration  
4        system (WFA). Again, the ALEC has the choice of the electronic  
5        bonding interface or manual reporting. In either case, a commitment  
6        time for restoration or repair of these services is not provided with  
7        regard to either BellSouth or ALEC services, since repairs are  
8        performed on a "first-in, first-out" basis without regard to the retail of the  
9        service, depending upon the class of service in the following list of  
10       priority: DS3, DS1, DDS, and voice grade private line. The ACSC  
11       technician performs testing of the circuits, and trouble reports are  
12       dispatched to the appropriate organization for performance of  
13       maintenance and repairs. While maintenance and repair activity is  
14       pending or underway on a trouble report, ALECs may call the ACSC for  
15       status reports and the estimated time when repairs will be completed.

16

17 Q.        Finally, what can you tell us about the measures BellSouth has taken  
18        to insure that the response times for its ALEC OSSs are substantially  
19        the same as BellSouth's retail systems?

20

21 A.        BellSouth has begun a series of tests to obtain statistically valid data to  
22        compare time intervals required for a service representative using Local  
23        Exchange Navigation System ("LENS") to perform certain OSS  
24        functions with the time intervals required for a service representative  
25        using the Regional Negotiation System (RNS) or Direct Order Entry

1 (DOE) to perform the comparable function. These tests were designed  
2 with the assistance of statisticians from BellSouth's corporate quality  
3 group, to insure the validity of the data collection. These tests will be  
4 conducted as described below.

5

6 1. BellSouth will remotely observe the order entry process in each of  
7 the systems on random days.

8

9 2. BellSouth will collect a sample set of actual orders from the random  
10 observations (approximately 100) for each system: DOE, RNS, LENS.

11

12 3. BellSouth will analyze the types of orders received in the typical  
13 sample set.

14

15 4. BellSouth will track the orders with these four data elements: Serial  
16 number (sample number), BellSouth system order number (or  
17 telephone number), type of order, and system response time for each  
18 pre-ordering section of the order.

19

20 5. The data collected in 4 above will be analyzed to determine the high  
21 and low time-frames for pre-ordering system responses while ordering  
22 through these systems.

23

24 These experiments include measures of system response time  
25 intervals for:

- 1           •     Accessing a Customer Service Record (pre-ordering);
- 2           •     Validating an Address (pre-ordering);
- 3           •     Obtaining a Telephone Number Assignment (pre-
- 4                     ordering);
- 5           •     Obtaining a List of the Features and Services Available
- 6                     for a Central Office (pre-ordering);
- 7           •     Obtaining a Due Date from the Due Date Support
- 8                     Processor for an Order (ordering).

9

10           The experimental design of this validation effort has only been

11           completed recently, and complete results are not yet available.

12           However, additional results will be available by the hearing date. The

13           preliminary results from these tests are given below.

14

15           Preliminary System Response Time Measurements (seconds)

	LENS	RNS	DOE
Address Validation	5.9	4 - 6	5.4
Tel Number assignment	4.1	----	4.8
Features / Services	6.8	4 - 6	5.0
DD calculation	4.5	---	4.9

1

2 Q. What data has BellSouth collected to date that would compare its  
3 performance to ALECs with BellSouth's performance to its own retail  
4 customers?

5

6 A. I have included data for the first five months of 1997, which makes  
7 such a comparison, as Exhibit WNS-F which is attached to my  
8 testimony. For the two broad categories of Residence Resale Services  
9 and Business Resale Services, I show selected critical items which  
10 BellSouth has historically used to manage its own performance. These  
11 measurements include the following:

- 12 1. The percent of due dates met in provisioning orders for service;
- 13 2. The trouble report rate per 100 access lines in service;
- 14 3. The percent trouble reports which are resolved in less than 24  
15 hours;
- 16 4. The average duration in hours of the interval from receipt of a  
17 trouble until it is cleared;
- 18 5. The percent of missed appointments for maintenance reports;
- 19 6. The percent of trouble reports on the same line received within  
20 30 days; and
- 21 7. The percent trouble reports within thirty days of the installation of  
22 new service.

23

24

25

1 For each of these categories, I have shown, where available, the  
2 performance for ALECs in Florida, all ALECs in BellSouth's nine-state  
3 region, and comparable total data for all of BellSouth's retail customers.  
4

5 Q. What conclusions do you believe can be drawn from the performance  
6 data thus far?

7  
8 A. In every category, it is clear that the ALECs have received service  
9 which is comparable to, and which is in most cases better than, the  
10 service received by BellSouth's retail customers.  
11

12 While performance for ALECs in Florida is generally consistent with the  
13 overall performance to ALECs in the nine-state region, comparing  
14 overall performance to ALECs in the nine-state region with  
15 performance to BellSouth's retail customers provides a more  
16 statistically stable view. I have highlighted the "best" performance in  
17 each category by showing that valued in bolded, underlined text. A  
18 quick glance is all that is needed to reach the conclusion that ALECs'  
19 customers are indeed receiving service at least in parity with or better  
20 than is provided to BellSouth retail customers.  
21

22 Q. Please cite a specific example.

23

24 A. In the category measuring the percent of business customers who were  
25 out of service for less than 24 hours (Percent OOS<24 Hours),

1 performance to ALEC customers was better in all cases than to  
2 BellSouth retail customers as follows: January (91.2% compared to  
3 80.2%), February (91.1% compared to 86.3%), March (83.9%  
4 compared to 80.9%), April (90.1% compared to 85.1%) and May  
5 (85.1% compared to 84.5%).

6  
7 Q. Please summarize your testimony.

8  
9 A. BellSouth has put organizations and processes in place to ensure  
10 service parity in its operations centers. BellSouth has aggressively  
11 developed a process for handling the ordering, provisioning,  
12 maintenance and repair of all interconnection facilities, resold services  
13 and unbundled network elements provided to ALECs. These efforts  
14 include the creation of a new officer level organization within BellSouth  
15 responsible for these activities. These operations centers are  
16 established and functional and, as has been shown by comparisons of  
17 service provided to ALECs with service provided to BellSouth retail  
18 customers, are providing service levels at parity with that BellSouth  
19 provides to its own customers.

20  
21 BellSouth has also worked hard to create efficient systems which allow  
22 ALECs access to those BellSouth operations support systems required  
23 by ALECs for pre-ordering, ordering, provisioning, maintenance and  
24 billing functions. Interfaces to these systems were designed and  
25 developed considering ALEC forecasts of work volumes that these

1 systems would be required to respond to. BellSouth is proud of its  
2 results in making these effective, efficient tools available to the ALECs.  
3 In some cases, for whatever their reasons, a few ALECs have chosen  
4 not to avail themselves of these tools. While such a decision is  
5 certainly the ALEC's to make, the systems and procedures BellSouth  
6 has developed and put in place are fully capable of accommodating the  
7 originally forecast demand. As needed, BellSouth will add even more  
8 processing capacity to these systems to provide for future ALEC  
9 demand.

10

11 Q. Does this conclude your testimony?

12

13 A. Yes.

14

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**PERFORMANCE MEASUREMENT**

**1. PERFORMANCE MEASUREMENT**

1.1 BellSouth, in providing Services and Elements to AT&T pursuant to this Agreement, shall provide AT&T the same quality of service that BellSouth provides itself and its end-users. This Attachment 12 includes AT&T's measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, e.g., LIDB and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.

1.2 Except as otherwise provided in this Attachment 12, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to AT&T in a mutually agreed upon format which will enable AT&T to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for AT&T for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for AT&T as reasonably requested by AT&T. For provisioning and maintenance, separate measurements shall be provided as follows:

- POTS/Non-Design
  - Residence - Dispatch Out/Non-Dispatch Out
  - Business - Dispatch Out/Non-Dispatch Out
- UNE - Dispatch Out/Non-Dispatch Out
- Local Interconnection/Trunking
- Specials - Design Only

1.3 **DELETED**



1.4 BellSouth and AT&T recognize that percentage target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as AT&T and BellSouth may mutually agree. BellSouth and AT&T agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, AT&T reserves its right to request targets that exceed parity. Such a request may require AT&T to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

**2. PROVISIONING PERFORMANCE MEASUREMENTS**

Provisioning performed by BellSouth will meet the following measurements:

2.1 **Desired Due Date:** Measures as a percent how often BellSouth is able to meet AT&T's desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date no later than October 1, 1997. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and AT&T Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, no later than August 1, 1997. In addition, BellSouth and AT&T shall jointly develop by July 1, 1997, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to AT&T are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
<i>Business</i>	
1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*

Over 15 lines	AS NEGOTIATED
<i>Residential</i>	≤ 2 business days*
Lines/trunks with premises visit:	

\* Under normal business conditions

<i>Business</i>	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex) <sup>(sm)</sup>	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED
Unbundled Network Elements	

<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements by July 1, 1997.
FEATURE CHANGES	

\* Under normal business conditions

Orders received before 3:00pm	Completed on day of receipt
Orders received after 3:00pm	Completed before 5:00pm next business day
SERVICE DISCONNECTS	
With no premises visits	
<i>Business or Residential</i>	Within 24 hours after receipt of Service Order

2.2 Committed Due Date Met:  
Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$$N = \text{Total Appointments Met}$$

$$D = \text{Total Appointments Set}$$

2.3 No Trouble Reported Within 30 Days of Order Completion:  
Measures reliability of service provided to AT&T customers in first 30 days of service.

Measurement:

POTS:  $N = \text{All troubles on service installed } \leq 30 \text{ days in a calendar month}$   
 $D = \text{Installations in a calendar month}$   
Note: N and D are not the same order base.

Specials:  $N = \text{Troubles on service installed } \leq 30 \text{ days}$   
 $D = \text{Installations in a calendar month}$   
Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the service ordered will be provisioned.

Measurement:

$$N = \frac{\text{Total Number of FOCs Sent for the segment of each 24 hour period}}{\text{Total Number of FOCs Sent in a 24 hour period}}$$

BellSouth agrees to collect and measure data in 4 hour segments through September 1, 1997. At that time, AT&T and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected.

Measurement:

$$N = \frac{\text{Number of Rejects or Error Status Sent in } \leq 1 \text{ hour}}{\text{Total Number of Rejects or Error Status Sent}}$$

2.6 Service Orders Provisioned As Requested:

(BellSouth and AT&T agree to review appropriate information and develop a proposal to provide this measurement no later than August 1, 1997.

3. **MAINTENANCE MEASUREMENTS**

3.1 Time to Restore

Measures average time it takes to restore to service Local Services, Network Elements, or Combinations.

Measurement:

$$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$$

For Specials and Local Interconnection/Trunking:

$$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$$

AT&T has requested that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. In addition, AT&T has requested BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to meeting this request for hourly intervals as delineated by AT&T, subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. AT&T agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

### 3.2 Repeat Troubles

Measures trouble reports from the same customer in a 30 day period.

$$N = \frac{\text{Total Repeats} < 30 \text{ days}}{\text{Total Troubles}}$$

### 3.3 Trouble Resolution Notification

BellSouth shall inform AT&T of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

3.4 AT&T will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to Attachment 15. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

### 3.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$$N = \frac{\text{Total Appointments met}}{\text{Total Appointment set}}$$

### 3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$$N = \frac{\text{Number of Trouble Reports per month}}{\text{Total Trouble Reports per month}}$$

D = Total number of Lines

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to AT&T's Message Processing Center once daily.

Measurement:

N = Total Number of Messages Sent within six (6) calendar days  
from Initial Recording  
-----  
D = Total Number of Messages Sent

Target: ≤ 95% of all messages will be delivered within 6 calendar days from initial recording.

4.2 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

N = Total number of Recorded Usage Data records delivered during the current month that are within thirty (30) days of the message create date.  
-----X 100  
D = Total number of Recorded Usage Data Records delivered during the current month

Target: ≥ 98% of all records delivered within 30 days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

$$\frac{N = \text{Total Number of Recorded Usage Data Transmitted Correctly}}{\text{-----} \times 100}$$

D = Total Number of Recorded Usage Data Transmitted

Target:  $\geq 98\%$  of all recorded records delivered will be transmitted correctly

#### 4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to AT&T error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1 to 2 Months - Changes Which Need to be Made

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

#### 4.4 Data Packs

Data Pack rejections and resends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to AT&T all packs error free in the format agreed.

Measurement:

$$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{\text{-----}}$$

D = Total Number of Data Packs Sent

Target: 96% of all Packs transmitted in a calendar month will be accepted.

**5. BILLING (CONNECTIVITY BILLING AND RECORDING)**

- 5.1 The Parties have agreed to negotiate a pre-bill certification (Future Optimum State - FOS) process as set forth in Section 12 of Attachment 6. This certification process shall include appropriate performance measurements and shall be completed within 120 days of execution of the Agreement.

**6. DATA BASES**

**6.1 Line Information Data Base**

- 6.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of Attachment 2.

- 6.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5 of Attachment 2.

- 6.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:

- 6.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.

- 6.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.

**6.1.3.3 DELETED**

- 6.1.3.4 Group troubles shall occur for no more than 1% of all LIDB queries.  
Group troubles include responses other than:

- 6.1.3.4.1 Missing Group - The group is not defined in LIBD (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)

- 6.1.3.4.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.

- 6.1.3.5 Once AT&T requests LIDB screening pursuant to Section 13.4.2.20 of Attachment 2, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

**7. ACCOUNT MAINTENANCE**

- 7.1 When notified by a CLEC that an AT&T Customer has switched to CLEC service, BellSouth shall provision the change, and notify AT&T via



CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

N = Number of Local Service Changes From AT&T to Another CLEC  
Provisioned with Notification to AT&T in One Business Day

D = Total Number of Local Service Changes from AT&T to  
Another CLEC Provisioned with Notification to AT&T

- 7.2 When notified by AT&T that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

N = Number of PIC Only Changes from One IEC to Another  
Initiated by AT&T Provisioned with Notification via the  
Work Order Completion Feed in ≤ One Business Day

D = Total Number of PIC Only Changes from One IEC to  
Another Initiated by AT&T Provisioned with Notification  
via the Work Order Completion Feed

- 7.3 If notified by an interexchange carrier using an '01' PIC order record that an AT&T Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

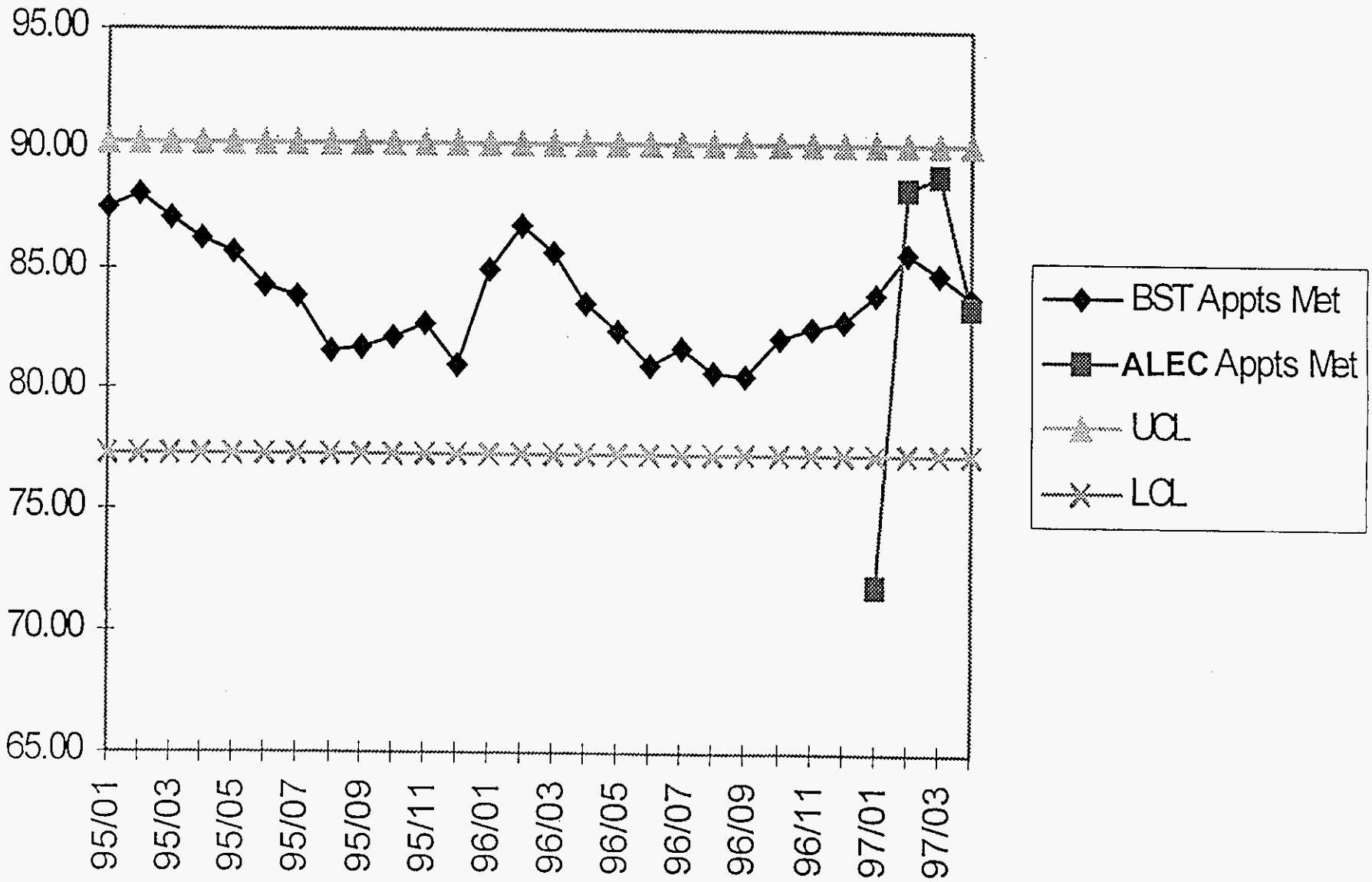
Measurement:

N = Number of PIC Change Requests for an AT&T Local Customer  
Rejected by BellSouth to IXC ≤ One Business Day

D = Total Number of PIC Changes for an AT&T Local Customer  
Rejected by BellSouth to IXC



# Business Appointments Met



### Recommended UNE Provisioning Targets

		Quantity	Targeted Installation Interval (in business days)
	<b>UNBUNDLED LOOPS</b>		
3	2 Wire analog voice grade loop	1 - 5	5
		6 - 14	7
		15 +	ICB
4	4 Wire analog voice grade loop	1 - 5	5
		6 - 14	7
		15 +	ICB
5	4 Wire DS1 & PRI digital loop	1 - 5	5
		6 - 14	7
		15 +	ICB
6	2 Wire ISDN digital loop	1 - 5	4
		6 - 14	5
		15 +	ICB
7	ADSL - 2 Wire asymmetrical digital subscriber line loop	1 - 14	30
		15 +	ICB
8	HDSL - 2 wire & 4 wire high bit rate digital subscriber line loop	1 - 14	30
		15 +	ICB
	<b>LOOP CONCENTRATION (Inside Plant)</b>		
9	Loop channelization system	1	90
10	Central Office Channel Interfaces 2Wire voice	1	30
11	Central Office Channel Interfaces 4 Wire voice	1	30
	<b>SUB LOOPS (Outside Plant)</b>		
12	Loop Feeder	1	30
13	Loop Concentration (dependent on equipment and right of way)	1	30-90
	<b>NETWORK INTERFACE DEVICE (NID)</b>		
23	NID TO NID Cross Connect 2 wire	1 - 14	5
		15 +	ICB
24	NID To NID Cross Connect 4 wire	1 - 14	5
		15 +	ICB
25	NID Spare Capacity	1 - 14	5
		15 +	ICB
	<b>OPEN AIN (OAIN)</b>		
26	OAIN tool kit	1	45
27	OAIN service management system	1	45

### Recommended UNE Provisioning Targets

	<b>CCS7 SIGNALING TRANSPORT SERVICE</b>		
28	A-Link Signaling	1	60
29	D-Link Signaling	1	60
30	STP - Signaling Transfer Point	1	60
	<b>UNBUNDLED INTEROFFICE TRANSPORT</b>		
31	Interoffice Transport Analog line grade	1	30
32	Interoffice Transport DSO	1	30
33	Interoffice Transport DS1	1	30
34	Interoffice Transport DS3	1	30
	<b>O/S AND DA UNES</b>		
	Operator Call Processing - OPCH, FACH, BLV, EI, ECT	1	30
	Operator Call Processing - Facility Based OPCH, FACH, ECT	1	30
	Operator Call Processing - Facility Based BLV, EI	1	30
	Directory Assistance Access Service (DAAS)	1	30
	Directory Assistance Call Completion (DACC)	1	30
	Directory Assistance Number Services Intercept (DANSI)	1	30
	Directory Assistance Transport	1	30
	Directory Assistance Database Service (DADS)	1	30
	Direct Access to DA service (DADAS)	1	30
	<b>DIGITAL CROSS CONNECT</b>		
35	DCS 1/0	1	7
36	DCS 3/1	1	7
37	DCS 3/0	1	7
38	<b>CUSTOMIZED CALL ROUTING (Selective Routing - LCC)</b>		
	1 - 5 LCC	1 - 5	30
	6 - 25 LCC	6 - 25	60
	> 25 LCC	25 +	ICB
	<b>UNBUNDLED LOCAL SWITCHING</b>		
39	2Wire analog line port	1 - 10	3
		11 - 25	4
		25 +	ICB
40	Hunting	1	5
41	2 Wire analog DID trunk port	1 - 10	5
		11 - 25	6
		25 +	ICB
42	2 Wire ISDN digital line side port	1 - 10	5
		11 - 25	6
		25 +	ICB

### Recommended UNE Provisioning Targets

43	4 Wire ISDN DSI digital trunk port	1 - 10	5
		11 - 25	6
		25 +	ICB
44	Switching functionality	1	5
45	Unbundled Local Usage (entire local calling area)	1	5
	<b>UNBUNDLED ACCESS TO OSS</b>		
46	Preorder	1	30
47	Order/Provisioning	1	30
48	Maintenance/repair	1	30
	<b>ACCESS TO DATABASES</b>		
	800 Database	1	7
	Line Information Database (LIDB)	1	30
	<b>NUMBER PORTABILITY</b>		
68	RCF - Remote Call Forwarding	1 - 25	2
		26 - 50	3
		51 +	ICB
69	DID - Direct Inward Dial		
	Initial request - trunk group to be established	Initial	30
	Subsequent request - trunk group in place	1 - 100	5
		100+	ICB

**NOTES:**

1. The assigned provisioning date assumes the availability of facilities and equipment.
2. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.

Local Interconnection Interim Report

EXHIBIT WNS-E

PAGE 1 OF 2

Provisioning	January			February			March			April			May		
	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region
Total # ALEC trunks	3929	9490	881653	5907	12599	883857	6067	16115	918578	7015	17688	901408	7889	20076	906410
# ALEC Trunk Orders	1114	1486	22530	2014	3413	36062	229	4268	28346	1164	2196	44690	874	2364	37465
# ALEC Due Dates Missed for ALEC or BST Reasons:															
ALEC Reasons	0	0	2998	320	776	5034	141	2009	5469	648	982	5903	360	441	NA
BST Reasons	154	282	7032	0	1	1716	0	96	3270	0	1	7331	24	24	NA
%Order Due Dates On Time (excluding customer misses)	100.00	100.00	86.70	84.10	77.30	86.00	100.00	97.80	88.50	100.00	99.95	83.60	97.25	98.98	80.40
New Circuit Failure Rate (%)	0.00	0.00	0.70	0.00	0.00	0.51	0.00	0.08	0.18	0.00	0.00	0.50	NA	NA	NA
Maintenance															
	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region
Total Troubles	0	1	1253	0	144	1066	16	43	1545	126	132	1794	41	53	1790
Average Duration (Hours)	0.00	12.05	2.56	0.00	1.67	2.30	0.13	0.61	3.18	0.43	0.62	2.63	0.41	0.35	1.83
% Calls Answered in 30 Sec.	79.90			81.60			76.90			73.70			76.40		

Unbundled Loops Interim Report

EXHIBIT WNS-E

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Provisioning	January			February			March			April			May		
	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region
Total # of Existing Unbundled Loops	331	441	NA	549	720	NA	799	1108	NA	1002	2149	NA	1085	2654	NA
# Unbundled Loop Orders	315	396	NA	251	325	NA	318	499	NA	147	826	NA	237	1030	NA
# ALEC Due Dates Missed for ALEC or BST Reasons:															
ALEC Reasons	29	33	NA	2	7	NA	19	74	NA	0	69	NA	57	120	NA
BST Reasons	0	0	NA	0	5	NA	3	5	NA	30	109	NA	5	69	NA
%Order Due Dates On Time (excluding customer misses)	100.00	100.00	NA	100.00	98.50	NA	99.10	99.00	NA	79.60	86.80	NA	97.90	93.30	NA
New Circuit Failure Rate (%)	6.03	5.30	NA	2.02	4.04	NA	1.95	3.76	NA	NA	NA	NA	NA	NA	NA
Maintenance	January			February			March			April			May		
	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region	ALECs in FL	ALECs in Region	BST in Region
Total Troubles	10	13	NA	32	44	NA	14	16	NA	15	22	NA	6	13	NA
Average Duration (Hours)	2.22	4.00	NA	3.78	3.37	NA	4.15	4.02	NA	2.64	3.91	NA	7.35	6.53	NA
Repeated Reports (Within 30 Days)	11.00	17.00	NA	23.08	18.42	NA	0.00	13.04	NA	NA	10.53	NA	NA	NA	NA
% Calls Answered in 30 Sec.	79.90			81.60			76.90			73.70			76.40		



Resale Parity Report

Residence Resale	January			February			March			April			May		
	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST
	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region
<b>Provisioning</b>															
%Due Date Met - POTS	NA	NA	98.90	99.20	<u>99.10</u>	<u>99.10</u>	98.40	98.50	<u>99.10</u>	98.30	98.40	<u>99.90</u>	98.10	98.40	<u>100.00</u>
<b>Maintenance</b>															
Report Rate Per 100 AALIS (Total)	2.10	<u>3.70</u>	4.80	4.30	3.90	<u>3.70</u>	4.40	<u>4.30</u>	4.60	3.80	<u>3.90</u>	4.40	4.60	<u>4.30</u>	4.60
%OOS < 24 Hours	100.00	<u>91.20</u>	80.20	90.60	<u>91.10</u>	86.30	75.90	<u>83.90</u>	80.90	89.60	<u>90.10</u>	85.10	87.50	<u>85.10</u>	84.50
Avg Duration (Receipt to clear)	10.60	<u>10.60</u>	16.60	8.80	<u>10.60</u>	13.70	18.60	<u>13.70</u>	15.90	10.70	<u>11.50</u>	13.90	12.00	<u>13.20</u>	14.50
% Mtce Appointments Met	78.90	<u>93.60</u>	91.60	92.20	92.40	<u>92.50</u>	81.50	89.50	<u>92.20</u>	91.60	<u>93.20</u>	92.50	90.40	<u>92.10</u>	91.70
% Repeat Reports Within 30 days	15.80	<u>17.20</u>	18.50	26.00	19.60	<u>17.00</u>	12.30	<u>14.80</u>	17.30	12.00	<u>15.60</u>	16.50	14.90	<u>16.90</u>	17.20
% Trouble < 30 Days New Service	NA	NA	7.90	3.70	<u>6.00</u>	6.10	5.20	<u>5.70</u>	8.00	5.20	<u>5.00</u>	5.20	5.80	<u>4.80</u>	7.10
<b>Business Resale</b>															
Business Resale	January			February			March			April			May		
	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST	CLECs	CLECs	BST
	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region	in FL	in Region	in Region
<b>Provisioning</b>															
%Due Date Met - POTS	NA	NA	97.30	99.40	<u>99.40</u>	97.90	99.30	<u>99.20</u>	98.00	99.60	99.40	<u>99.90</u>	99.50	99.30	<u>100.00</u>
<b>Maintenance</b>															
Report Rate Per 100 AALIS (Total)	2.00	<u>2.10</u>	2.40	1.20	<u>1.30</u>	2.00	2.30	<u>2.10</u>	2.30	2.10	<u>2.10</u>	2.30	1.60	<u>1.60</u>	2.30
%OOS < 24 Hours	91.30	85.50	<u>92.00</u>	100.00	<u>100.00</u>	93.20	98.60	<u>97.80</u>	92.70	88.10	89.00	<u>93.40</u>	96.00	<u>96.40</u>	93.80
Avg Duration (Receipt to clear)	8.80	<u>8.60</u>	9.50	9.20	<u>7.40</u>	8.70	6.80	<u>7.40</u>	9.20	7.70	<u>7.50</u>	9.10	7.30	<u>7.50</u>	9.10
% Mtce Appointments Met	71.10	71.90	<u>83.90</u>	85.90	<u>88.40</u>	85.50	88.70	<u>89.00</u>	84.90	81.70	83.40	<u>83.90</u>	81.30	83.60	<u>83.70</u>
% Repeat Reports Within 30 days	14.00	<u>13.70</u>	14.40	12.10	<u>10.90</u>	14.50	15.50	15.60	<u>15.10</u>	13.90	<u>13.60</u>	14.60	11.40	<u>14.10</u>	15.10
% Trouble < 30 Days New Service	NA	NA	11.50	4.10	<u>4.30</u>	7.50	5.00	<u>4.40</u>	9.00	4.20	<u>4.30</u>	6.20	6.10	<u>5.30</u>	8.60