

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **TESTIMONY OF RONALD W. MILLS**

3 **ON BEHALF OF**

4 **AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**

5 **AND TCG SOUTH FLORIDA, INC.**

6
7 **DOCKET NO. 000731-TP**

8 **NOVEMBER 16, 2000**

9
10 **Q. PLEASE STATE YOUR NAME AND ADDRESS.**

11 **A.** My name is Ronald Mills. My business address is 1200 Peachtree Street,
12 NE, Atlanta, Georgia 30309.

13
14 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

15 **A.** I am employed by AT&T Corp. ("AT&T") as a District Manager within the
16 Law and Government Affairs organization. In this capacity, I provide
17 support to AT&T business units on technical issues related to network
18 matters and what impact, if any, decisions by the Federal Communications
19 Commission and state public utility commission have on those issues. My
20 responsibilities include providing support for the identification and resolution
21 of issues involving, collocation, physical interconnection such as hot cut loop
22 provisioning as well as any other network issues as they arise in
23 interconnection negotiations.

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1 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
2 **EXPERIENCE.**

3 **A.** I hold a Bachelor of Arts Degree in Human Resource Administration from St.
4 Leo College, a Masters in Technology Management from the Georgia
5 Institute of Technology and a Master's Certificate in Commercial Project
6 Management from George Washington University. I also hold certifications
7 as an electrician and project manager. I have worked for AT&T for the past
8 26 years. Previously, I have been assigned to the Network Operations
9 Central Offices, Data Processing, Marketing, Engineering, and Environment,
10 Health and Safety divisions within AT&T.

11 In Network Operations, I was responsible for maintaining, testing, and
12 repairing private line and switched telephone equipment. As a Data
13 Processing Associate, I was responsible for managing batch and on-line
14 systems data processing programs for the Atlanta Corporate data center and
15 acting as a troubleshooter to identify and repair hardware and software errors.
16 My data processing specialty was Job Control Language debugging.

17 As a Marketing Administrator, I assisted various National Account teams
18 with technical support for customer presentations and service analysis. I also
19 provided National Account Team technical support for voice products, sales
20 and services.

21 I have held several assignments within the engineering department of AT&T.
22 I successfully transitioned the BellSouth Message TIRKS database to

1 AT&T's Toll Connect Engineering. Later, I developed and wrote all start-up
2 methods and procedures for the Atlanta Toll Connect group.

3 I served as National Account Engineering Manager for the Federal Express
4 National Account, which included responsibility for coordination of all
5 projects (Voice/Data) for this account. . As a Customer Service Engineer –
6 Switched Services Coordination, I coordinated the implementation of private
7 switched networks while working closely with the Local Exchange
8 Companies (LECs).

9 I have been a Service Node Engineer, where I managed three regions
10 (eighteen states) to provide Nodal and Hybrid services via T1.5 services and
11 access. I was also a Project Manager and provided subject matter expertise
12 for planning, coordination, and implementing projects that added capacity or
13 features to the AT&T World Wide Intelligent Network.

14

15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16 **A.** In my testimony, I address the following issues:

- 17 • The appropriate coordinated cut-over process to be used when a
18 customer changes local service providers from BellSouth to
19 AT&T when AT&T uses BellSouth's local loop to provision that
20 service (Issue 14);
- 21 • The appropriate procedures when AT&T and BellSouth have
22 telecommunication equipment in the same building and AT&T
23 requests connections to either BellSouth's or another ALEC's

1 collocated space in BellSouth's portion of the building (Issue 19);
2 and
3 • Whether the criminal background check requirement that
4 BellSouth seeks to impose on AT&T's employees or agents
5 seeking access to collocated space in BellSouth premises is
6 appropriate (Issue 20).

7

8 **I. HOT CUTS – ISSUE 14**

9

10 **Q. HAS AT&T EXPERIENCED PROBLEMS WITH BELLSOUTH'S**
11 **CURRENT PROCEDURES FOR COORDINATED CUT-OVERS OF**
12 **LOCAL LOOPS?**

13 **A.** Yes. As I will explain later in my testimony in further detail, BellSouth's
14 process to coordinate the transfer of local service to AT&T when AT&T is
15 using BellSouth's local loops is inadequate. Unless BellSouth's process is
16 modified, it will result in an increase in the number of missed appointments
17 by BellSouth, which ultimately impacts the customer. The present process,
18 if not improved, will have a detrimental impact on AT&T's ability to attract
19 and serve local customers in Florida.

20

21 **Q. WHAT IS A COORDINATED CONVERSION OR A "HOT CUT"?**

22 **A.** Coordinated conversion ("Hot Cut") loop provisioning is the coordinated
23 transfer of an unbundled loop from BellSouth to an ALEC, along with the
24 porting of the customer's existing telephone number so that the customer can

1 retain the existing telephone number when obtaining service from the ALEC.

2

3 **Q. WHY IS THE PROCESS CALLED A HOT CUT?**

4 **A.** The process is called a "Hot Cut" because a customer's loop is currently in
5 active service (i.e., the loop is "hot"), and the customer's loop is cut resulting
6 in a temporary loss of active service. The hot cut process involves two
7 separate changes to a customer's loop that must be made at approximately the
8 same time: (1) the manual transfer of the customer's loop so that the loop
9 terminates on the ALEC's switch rather than at BellSouth's switch (the loop
10 cut); and (2) the software changes and the disconnection of the BellSouth
11 switch translations (the porting of the telephone number) that permit the
12 appropriate routing of inbound calls to the customer based upon the
13 customer's existing telephone number that is ported from BellSouth to the
14 ALEC.

15

16 **Q. HOW CAN THE HOT CUT PROCESS BE BEST UNDERSTOOD?**

17 **A.** Attached to my testimony is videotape, labeled as Exhibit RWM-1, which
18 was prepared under my direction and illustrates the hot cut process from start
19 to finish.

20

21 **Q. DOES AT&T HAVE PROCESSES AND PROCEDURES TO**
22 **PERFORM HOT CUTS?**

23 **A.** Yes.

1 **Q. WHY?**

2 **A.** As detailed in the video, AT&T undertakes numerous precautions to ensure
3 that there is a seamless, accurate, and reliable transition for the AT&T
4 customer when changing to a new local service provider.¹ The hot cut
5 process, which has eight steps, begins when an order is received by AT&T's
6 ordering center from the sales force.

7

8 **Q. WHAT ARE THE EIGHT STEPS IN THE HOT CUT PROCESS?**

9 **A.** They are as follows:

- 10 • Pre-Design
- 11 • Design
- 12 • Local Exchange Contact
- 13 • Customer Contact
- 14 • Number Portability
- 15 • Testing
- 16 • The Hot Cut
- 17 • Quality Assurance

18

19 1. In the Pre-Design step, AT&T accesses BellSouth's pre-ordering OSS
20 in order to obtain the customer's information such as name, address
21 and telephone number. This information is typed into the AT&T

¹ The video includes the simulation of a technician physically changing the loop from the Incumbent Local Exchange Carrier ("ILEC") to the new local service provider. We have simulated this step because a BellSouth technician in a BellSouth central office performs the actual work: physically connecting the customer's loop to AT&T's central office switch.

1 systems so that the information on AT&T's order matches
2 BellSouth's customer service record.

3
4 2. The Design step is where AT&T assigns specific equipment in both
5 AT&T's switch and equipment located in collocation space in
6 BellSouth's central offices. BellSouth will provide the customer's
7 loop, which is connected to AT&T's switch through the collocation
8 site. At this point in the hot cut process, AT&T finds the Connecting
9 Facility Assignment ("CFA") information on AT&T's equipment.

10
11 3. The Local Exchange Contact step involves preparation of the Local
12 Service Request ("LSR") by AT&T for electronic submission to a
13 BellSouth interface. BellSouth should, upon receipt of the LSR,
14 validate that the order is error free. Once this is done, BellSouth
15 should send AT&T a Firm Order Confirmation ("FOC"). The FOC
16 indicates that the order is being processed for the cutover to occur on
17 a specific date and time.

18
19 4. The Customer Contact step involves a second review of the order by
20 AT&T along with notification to the customer regarding the date and
21 time when the hot cut is scheduled to take place based on the
22 information returned on the FOC.

23

- 1 5. The Number Portability step requires the National Number Portability
2 Administrator to be notified that reprogramming is needed to move
3 the customer's telephone number from BellSouth to AT&T. This is
4 done by sending a "create" message to the administrator for activation
5 of the telephone service at a later point in the process.
6
- 7 6. During the testing stage, Bellsouth should determine that AT&T's
8 connecting facilities are ready by checking to see if Dial Tone and
9 Automatic Numbering Identification are present. BellSouth should
10 notify AT&T of the hot cut test results and whether the hot cut can
11 proceed as scheduled no later than 48 hours prior to the start of the
12 actual hot cut. This is the first time that BellSouth informs AT&T
13 whether or not the previously confirmed FOC date and time of the
14 cutover will be met.
15
- 16 7. After the testing is completed, the physical connection part of the hot
17 cut process is performed. The loop connected to BellSouth's switch
18 is disconnected and the cross-connect to equipment in AT&T's
19 collocation space is connected (the loop cut).
20
- 21 8. Quality Assurance is the final step in the process and ensures that the
22 customer has full service. At this point, AT&T determines if all the
23 lines and features have been successfully ported and accepts the

1 service from BellSouth. BellSouth closes the process by sending an
2 “unlock “ message to National Portability Administration Center
3 (NPAC) which ports the telephone number. BellSouth should also
4 cease billing the customer for local service. The customer should now
5 be able to make and receive calls as an AT&T customer.

6

7 **Q. WHAT HAPPENS IF ANY OF THE EIGHT STEPS IN THE PROCESS**
8 **ARE NOT FOLLOWED?**

9 **A.** If the multiple steps of the hot cut process are not performed in the proper
10 sequence, and in a coordinated manner between BellSouth and the ALEC,
11 service interruptions to the customer (e.g., total loss of service or inability to
12 receive incoming calls) will occur. As the Federal Communications
13 Commission (“FCC”) has observed, proper coordination of the hot cut
14 between the Bell Operating Company (“BOC”) and the ALEC is “critical
15 because problems with the cut over could result in an extended service
16 disruption for the customer.” Memorandum Opinion and Order, *Application*
17 *by Bell Atlantic New York for Authorization Under Section 271 of the*
18 *Communication Act To Provide In-Region, InterLATA Service in the State of*
19 *New York*, CC Dkt. No. 99-295, FCC 99-404, 1999 WL 1243135 (rel. Dec.
20 22, 1999) ¶ 291 n.925 (hereinafter “*Bell Atlantic 271 Order*”). As the FCC
21 explained in its decision on Southwestern Bell Telephone Company’s 271
22 application for Texas: “The ability of a BOC to provision working, trouble-
23 free loops through hot cuts is critically important in light of the substantial

1 risk that a defective hot cut will result in competing carrier customers
2 experiencing service outages for more than a brief period. Moreover, the
3 failure to provision hot cut loops effectively has a particularly significant
4 adverse impact on mass market competition because they are a critical
5 component of competing carriers' efforts to provide service to the small- and
6 medium-sized business markets." Memorandum Report and Order,
7 *Application by SBC Communications Inc., Southwestern Bell Telephone*
8 *Company, And Southwestern Bell Communications Services, Inc. d/b/a*
9 *Southwestern Bell Long Distance Pursuant to Section 271 of the*
10 *Telecommunications Act of 1996 To Provide In-Region, InterLATA Services*
11 *In Texas*, CC Dkt. No. 00-65, ¶ 256 (rel. June 30, 2000)(footnotes omitted)
12 (hereinafter "*Texas 271 Order*").

13
14 **Q. IS BELL SOUTH LEGALLY OBLIGATED TO PROVIDE AT&T**
15 **WITH UNBUNDLED LOOPS THROUGH HOT CUTS?**

16 **A.** Yes. Pursuant to the Telecommunications Act of 1996, BellSouth must
17 provide nondiscriminatory access to unbundled loops and to number
18 portability on terms and conditions that are just and reasonable. See 47
19 U.S.C. §§ 251(c)(3); 271(c)(2)(B)(iv),(xi). Moreover, in the *Bell Atlantic*
20 *271 Order*, the FCC made it clear that a BOC must demonstrate that "it
21 provisions hot cuts in sufficient quantities, at an acceptable level of quality,
22 and with a minimum of service disruption".² *Bell Atlantic 271 Order* at ¶

² The FCC has articulated a similar standard for UNE Loop hot cuts in prior orders, holding that a BOC "must demonstrate that it can coordinate number portability with loop cutovers in a reasonable

1 291; *See also Texas 271 Order* at ¶ 247.

2

3 **Q. WHY IS THE CUTOVER PROCESS IMPORTANT TO AT&T?**

4 **A.**Without an appropriately defined and agreed-to process in place and without
5 the necessary coordination between the two companies, the likelihood of the
6 customer experiencing service quality issues--up to and including a total loss
7 of local dial tone--increases. Unbundled local loops and the associated hot
8 cuts are the principal means by which AT&T can compete for the small and
9 medium size business market. AT&T must receive timely, accurate and
10 reliable hot cut loop provisioning from BellSouth so that AT&T can
11 seamlessly transition its customers to AT&T's local service. Moreover, this
12 issue is extremely important for customers who want to obtain local
13 telephone service from providers other than BellSouth. As previously stated,
14 because the change of providers results in a temporary loss of continuing
15 service coordination between the providers with clear and consistent
16 communication is crucial.

17

18 **Q. SPECIFICALLY, WHAT CONCERNS DOES AT&T HAVE WITH**
19 **BELLSOUTH'S PROCESS FOR HOT CUTS?**

20 **A.**AT&T has the following concerns:

amount of time and with minimum service disruption." In the Matter of Application of BellSouth Corporation, et al. for Provision of In-Region, InterLATA Services in Louisiana, CC Docket No. 98-121, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998)(hereafter "Louisiana II"), at ¶ 279.

- 1 • BellSouth's Firm Order Confirmation (FOC) does not commit to a due date
2 or time. Therefore, there is nothing for AT&T and its customers can rely
3 upon that the hot cut will take place as scheduled [Step 3].
- 4 • BellSouth does not perform software driven loop-facility checks or software
5 driven Connecting Facility Assignment ("CFA") checks after receipt of the
6 LSR but prior to the issuance of a FOC. Without this information, the FOC is
7 useless because AT&T has no assurance that loop facilities will be available
8 on the day of the cutover [Step 2].
- 9 • If problems arise during the process after BellSouth has issued the FOC,
10 BellSouth sends a clarification notice to AT&T instead of a jeopardy notice.
11 A clarification requires the issuance of a new service order. A jeopardy
12 notice does not. This distinction is crucial because a clarification does not
13 allow for a sufficient period of time to correct problems and meet the
14 customer's requested due date and time [Step 2].
- 15 • BellSouth does not provide AT&T with 48 hours notice that all engineering
16 and central office work has been completed. This includes the Automatic
17 Numbering Information ("ANI") and Dial Tone confirmation. Without prior
18 notification, AT&T cannot provide the customer with assurance that the cut
19 will occur on the scheduled date and time [Step 6].
- 20 • BellSouth consistently fails to meet the FOC due dates and times requested
21 on the AT&T LSRs.

1 • BellSouth often closes orders without properly notifying AT&T by calling
2 the implementation contact phone number provided on the LSR to indicate
3 that all requested work is complete [Step 8].³

4 For AT&T and BellSouth to process coordinated hot cuts in an efficient
5 manner that allows for AT&T to meet customer's expected due dates and due
6 times, this Commission must address AT&T's concerns as stated above.

7 When BellSouth does not fulfill its obligations at any point in the process, the
8 customer conversion, without extended loss of telephone service, is in
9 jeopardy with potential repercussions to AT&T and its customers.

10

11 **Q. DOES BELLSOUTH PROVIDE A COMMITMENT OR**
12 **CONFIRMATION WHEN IT SENDS A FOC TO AT&T IN**
13 **RESPONSE TO AN AT&T LSR?**

14 **A.** A confirmation only.

15

16 **Q. WHAT IS THE DIFFERENCE?**

17 **A.** BellSouth's confirmation does not provide AT&T with a commitment that
18 BellSouth will perform the hot cut at the requested time. BellSouth states
19 emphatically that they cannot commit to a firm date and time due to a lack of
20 facilities and manpower.

21

22 **Q. WHY IS A COMMITMENT IMPORTANT TO AT&T CUSTOMERS?**

³ Both Parties agreed at the August 2000 Arbitration proceeding in North Carolina that this issue was resolved. However, BellSouth still does not follow the agreed upon process.

1 **A.** Unless the date and time on the FOC is a commitment, AT&T cannot
2 provide the customer, with any degree of reliability, a date and time for
3 conversion of telephone service. The inability to do so makes a new
4 customer unwilling to change providers. Currently, AT&T receives a FOC
5 which merely states that AT&T's order has been accepted and that a possible
6 due date has been established in which our customers can expect service.
7 AT&T must know early in the process that BellSouth has committed to a
8 specific time for the hot cut. Thus, in order to meet the needs of AT&T and
9 other ALECs in Florida, the date and time on the FOC should become a
10 commitment, not just a confirmation.

11
12 **Q.** **DOES AT&T REQUEST A SPECIFIC TIME FOR THE HOT CUT ON**
13 **THE LSR?**

14 **A.** Yes, presently all orders sent by AT&T to BellSouth for local loops are
15 requested as coordinated and time specific. AT&T pays an extra charge for
16 the designation of a specific time established for the hot cut. BellSouth fails
17 in many instances to meet AT&T's requested dates and times as reflected on
18 our orders and as confirmed on the FOC.

19
20 **Q.** **CAN BELLSOUTH ENSURE THAT THE DATE AND TIME STATED**
21 **ON THE FOC CONSTITUTES A COMMITMENT?**

22 **A.** Yes. BellSouth can, upon receipt of the LSR from AT&T determine that
23 provisioning can be accomplished by the date and time requested on the

1 order. This would involve an examination of BellSouth's software driven
2 database records, such as the Connecting Facility Assignment ("CFA")
3 availability and the loop make-up to determine if a new loop facility design is
4 required. A separate check of both databases would enable the FOC to be a
5 commitment. Without CFA and loop-facility checks, prior to the issuance of
6 the FOC, the chance of a customer's requested due date being missed is
7 likely. This is unacceptable.

8

9 **Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN A LOOP-**
10 **FACILITY CHECK AND A CFA CHECK?**

11 A. A loop-facility check is a database check that can be performed only by
12 BellSouth. This check entails a simple look into a database that will identify
13 the overall facility components and makeup of an existing BellSouth
14 customer's loop between the central office and the customer's premises to
15 determine if the existing loop is provided over Integrated Digital Loop
16 Carrier ("IDLC"). When a loop is provided over IDLC, it requires BellSouth
17 to perform a separate design of a new loop. This separate design causes the
18 loop to be taken out of a channelized or multiplexed setup in the central
19 office and it must be re-designed into an individualized copper loop before it
20 can be cut-over to the AT&T connecting facility.

21 Both AT&T and BellSouth perform a CFA check. Exhibit RWM-2, which is
22 attached hereto, shows the CFA check. The CFA check ensures that AT&T's
23 and BellSouth's connecting facility assignments match. This is essential for

1 a successful hot cut. It requires looking into both AT&T's and BellSouth's
2 software databases to identify the status of the physical assignment of cable
3 and pairs connecting AT&T's point of termination to BellSouth's network.
4 The status of the assignment should be either active or spare. AT&T gives its
5 CFA assignment to BellSouth at the time AT&T issues the Local Service
6 Request ("LSR"). A CFA check only determines whether or not a cable and
7 pair assignment at AT&T's collocation and at BellSouth's Main Distributing
8 Frame ("MDF" or "COSMIC FRAME") match. If BellSouth's database
9 shows AT&T's assignment as active instead of spare, a reject or clarification
10 will be returned to AT&T. If BellSouth's database shows the facility as
11 spare, the CFA verification step proceeds. If the cable pair assignment is not
12 properly matched, however, both companies will encounter rework activities
13 in order to obtain a new cable pair for the customer's requested order. If
14 BellSouth performs this simple database inquiry in the ordering stage rather
15 than the provisioning stage, the hot cut process can be flawless and the
16 customer's promised due date can be met. This check must be done until
17 AT&T has access to BellSouth's LFACS database.

18

19 **Q. DOES BELLSOUTH EVER CHECK THE LOOP-FACILITY CHECK**
20 **AND CONNECTING FACILITY ASSIGNMENT DATABASE?**

21 **A.** Yes. However, these two separate and distinct software database checks are
22 not done until after BellSouth issues the FOC. AT&T is requesting the loop-

1 facility and the CFA check be performed in the ordering stage of the hot cut
2 process before issuing the FOC.

3 **Q. WHY IS IT CRUCIAL FOR BELLSOUTH TO PERFORM THE**
4 **LOOP-FACILITIES AND CONNECTING FACILITIES**
5 **ASSIGNMENT PRIOR TO THE START OF THE HOT CUT**
6 **PROCESS?**

7 **A.** Because the information provided on the FOC is impacted by these database
8 checks and it can change the FOC from a confirmation to a commitment.
9 Currently, BellSouth performs the loop-facility check and the CFA check at
10 the provisioning stage, which is too late in the processing of a hot cut. If
11 BellSouth performs the loop-facility check prior to the issuance of the FOC,
12 and discovers whether or not an IDLC setup is involved, BellSouth will be
13 prepared for the design time accordingly. Subsequently, the due date
14 returned on the FOC will be that much more of a commitment rather than a
15 confirmation because BellSouth will have more time to design the loop if
16 necessary.⁴

17
18 **Q. DOES AT&T REQUIRE BELLSOUTH TO ACTUALLY DISPATCH**
19 **ANY TECHNICIANS OR PERSONNEL TO ACCOMPLISH THE**
20 **FACILITIES CHECK OR THE CFA CHECK DISCUSSED ABOVE?**

⁴ When cutover cannot be made due to design problems the customer is contacted by AT&T, and the customer either agrees to a new date and time, or cancels the order all together.

1 **A.** Absolutely not. AT&T's proposal would not require BellSouth to dispatch
2 any technicians or personnel to accomplish the loop facility check or the CFA
3 check.

4

5 **Q.** **WHAT SPECIFIC PROBLEMS OCCUR IF BELLSOUTH FAILS TO**
6 **PERFORM THE LOOP-FACILITIES AND THE CFA CHECK PRIOR**
7 **TO THE ISSUANCE OF A FOC?**

8 **A.** When the Loop-Facilities check and the CFA check are not performed before
9 the issuance of a FOC, the following problems occur:

- 10 1. Due dates are often missed because of BellSouth's late design of a loop
11 facility, which is the path that the loop facility will route from the central
12 office to the customer location. Consequently, the customer must have
13 the due date and or due time changed because of BellSouth's late design.
- 14 2. AT&T agents are forced to rework orders and perform tasks that have
15 already been performed. Therefore, resources are wasted on re-working
16 old orders instead of other hot cut activities.
- 17 3. AT&T agents are forced to perform redundant verifications of the CFA
18 information previously obtained prior to issuing the initial LSR.
- 19 4. AT&T will be forced to supplement its original order or issue an entirely
20 new order. Either scenario increases AT&T's costs.
- 21 5. AT&T is forced to perform unnecessary physical cable and pair
22 assignment checks.

1 6. When BellSouth does not check the CFA database before issuing a FOC
2 and BellSouth's database is in error, AT&T is forced to issue a new
3 facility assignment thus restarting the entire process over again.

4 All of these problems ultimately cause delay in customer orders and denial of
5 new telephone service.

6 **Q. HAS BELLSOUTH OFFERED TO CHANGE ITS PROCESS**
7 **REGARDING THE LOOP-FACILITY CHECK AND CFA CHECK?**

8 A. No. BellSouth has offered to change its process for the CFA check only.
9 During negotiations between the parties, BellSouth has offered to allow
10 AT&T to check BellSouth's available connecting facility assignments
11 through BellSouth's LFACS database. Access to the LFACS database will
12 allow AT&T to confirm BellSouth's connecting facility assignments prior to
13 AT&T sending an LSR to BellSouth. However, AT&T still has specific
14 issues with BellSouth's proposal. First, AT&T's access to LFACS will not
15 be available June 2001. AT&T needs immediate resolution of this problem.
16 Second, AT&T's use of LFACS will cure the CFA check only and will NOT
17 resolve the issue with the need for a loop-facility check prior to the issuance
18 of a FOC. The loop-facility check involves a separate and distinct database
19 check that only BellSouth can perform.

20
21 **Q. WHY DOES AT&T WANT ACCESS TO LFACS?**

22 A. AT&T is requesting access to LFACS to alleviate previous problems
23 regarding clarifications being sent to AT&T in the event the two companies'

1 CFAs do not match up. Access to LFACS allows AT&T to compare its
2 database with BellSouth's database before sending an LSR to BellSouth.
3 This eliminates BellSouth's duty to perform this check prior to issuing a
4 FOC. The FOC will become more reliable because the CFA assigned by
5 AT&T and BellSouth will be accurate. This will result in fewer missed due
6 dates.

7

8 **Q. WHAT IS BELLSOUTH'S RESPONSE TO THIS REQUEST?**

9 A. BellSouth has stated that access to LFACS is possible and BellSouth is
10 willing to create the gateway to BellSouth's LFACS database for AT&T but
11 not until June, 2001 or later. AT&T needs access to LFACS within the next
12 three (3) months. AT&T's biggest problem with hot cuts has been with
13 CFAs. Once access to LFACS is granted, these problems will diminish
14 accordingly. Therefore, access to LFACS is imperative for implementing
15 future successful hot cuts.

16

17 **Q. WHAT IS AT&T ASKING THIS COMMISSION TO DO IN**
18 **REGARDS TO THE LOOP-FACILITIES AND THE CONNECTING**
19 **FACILITY ASSIGNMENT CHECK AND ULTIMATELY THE FOC?**

20 A. AT&T is asking that these database checks that BellSouth already
21 performs be moved from the provisioning stage to the ordering stage before
22 the FOC is issued to AT&T. Specifically, AT&T asks this Commission to
23 allow for:

1 1. Immediate access to LFACS or require an interim solution until
2 AT&T receives satisfactory access to LFACS that will entail a CFA check
3 being performed prior to the issuance of a FOC. During this interim period,
4 BellSouth will be required to perform CFA checks in the ordering stage upon
5 receipt of an AT&T LSR and before issuing a FOC.

6 2. Loop-facilities checks prior to the issuance of the FOC.

7 3. With the two separate checks are performed prior to the issuance of
8 the FOC, the FOC will become a commitment that AT&T and its customers
9 can rely upon.

10

11 **Q. ARE THERE ADDITIONAL HOT CUT ISSUES?**

12 **A.** Yes. BellSouth will only issue a clarification rather than a jeopardy notice
13 after a FOC has been issued when there are problems with the LSR.

14

15 **Q. WHAT IS DIFFERENCE BETWEEN A CLARIFICATION AND A**
16 **JEOPARDY NOTICE?**

17 **A.** A jeopardy notice is a warning from BellSouth that the due date will possibly
18 be missed, and allows AT&T to take the appropriate actions necessary to
19 assist in eliminating the jeopardy condition. A clarification requires the
20 issuance of a new LSR, and restarts the clock for the processing of the order
21 as though it were a brand new LSR. Presently, BellSouth will only issue a
22 clarification after the FOC to notify AT&T if the due date is in jeopardy,
23 even when BellSouth has caused the delay. If AT&T's proposed process

1 changes were implemented by this Commission, these clarifications would
2 diminish and changes in customer due dates and due times would be reduced,
3 accordingly. AT&T's system interface is based on BellSouth's requirements
4 and specifications.

5

6 **Q. HOW DOES ISSUANCE OF A CLARIFICATION AFTER THE FOC**
7 **IMPACT AT&T CUSTOMERS?**

8 **A.** If AT&T issues a supplement as a result of receiving a clarification, the due
9 date is automatically changed, a new FOC is required, and the entire process
10 is restarted. If a jeopardy notice is issued after a FOC, the due date would
11 remain intact and would be in accordance with AT&T's current methods and
12 procedures (M&Ps). In addition, the due date is not automatically changed as
13 a result of the jeopardy notice, the process is not restarted, and the customer's
14 telephone service would not ultimately be delayed or denied.

15

16 **Q. IS THERE AN ISSUE REGARDING THE 48 HOUR CALL?**

17 **A.** Yes. AT&T has requested a call from BellSouth 48 hours in advance of the
18 scheduled hot cut to ensure that BellSouth has completed all of the work
19 needed to be performed prior to the actual cut.

20

21 **Q. WHY IS THE 48-HOUR CALL PRIOR TO THE HOT CUT**
22 **CRUCIAL?**

1 **A.** In order to insure that our customers' cut over is seamless and accomplished
2 on the date and at the time requested, AT&T has requested that BellSouth
3 contact AT&T 48 hours prior to the cut to confirm that all engineering and
4 central office work is complete. The call must confirm that Dial Tone and
5 Automatic Numbering Identification (ANI) have been tested and verify that
6 all of BellSouth's work has been completed. When BellSouth does not
7 confirm these key work items, it is an indication that a customer's due date
8 may be missed. The Dial Tone test, for example, determines whether there is
9 dial tone present on the line. If not, then every element from the AT&T
10 switch and the BellSouth central office main distribution frame must be
11 verified and checked. The ANI check verifies if the proper telephone number
12 has been assigned to the loop as well as a switch translation verification.
13 Without the successful verification of Dial Tone and ANI the cutover cannot
14 take place. While AT&T consistently stresses the importance of receiving the
15 final confirmation call no later than 48 hours prior to the cut, BellSouth has
16 only committed to making this call between 48 and 24 hours prior to the cut.
17 BellSouth has indicated that the primary reason its current process does not
18 perform the necessary work prior to 48 hours before the cut is scheduled to
19 occur is a lack of manpower and facilities.

20

21 **Q. DOES BELLSOUTH ADHERE TO A 24-48 HOUR CONCURRENCE**
22 **CALL?**

1 **A.** No. Even though BellSouth has agreed to place the call between 48 and 24
2 hours prior to the cut-over, this is often not done. Even if the call is made,
3 BellSouth often fails to provide the dial tone and ANI test results on that call.
4 The 48 hour call is needed by AT&T to assess a “go” or “no go” call to the
5 customer in the event there has been a failure of either the Dial Tone or ANI
6 test.

7
8 **Q.** **DOES BELLSOUTH CONSISTENLY CONTACT AT&T AFTER**
9 **COMPLETION OF THE CUT IN MANNER AGREED UPON BY THE**
10 **PARTIES?**

11 **A.** No. BellSouth and AT&T agreed in North Carolina that a toll-free number
12 would be used to notify AT&T that the hot cut had been completed.
13 BellSouth has not adhered to this agreement. Consequently, AT&T does not
14 know when the cut is complete. AT&T provides the toll-free contact number
15 on every LSR that is sent to BellSouth.

16
17 **Q.** **IN THE ABSENCE OF A FORTY-EIGHT (48) HOUR**
18 **CONCURRENCE CALL OR A CALL AT THE COMPLETEION OF**
19 **THE HOT CUT, WHAT DOES AT&T PRESENTLY DO TO BE ABLE**
20 **TO COMPLETE THE HOT CUT ON THE REQUESTED DATE AND**
21 **TIME?**

22 **A.** AT&T must place a call to BellSouth to ensure that the cut will take place as
23 scheduled. AT&T does this even though it is not required to because AT&T

1 has a responsibility to advise the customer that the date and time as
2 confirmed on the FOC from BellSouth will either be missed or met. Because
3 AT&T pays an extra charge for a time specific order, BellSouth should be
4 ordered to contact AT&T no later than 48 hours prior to the cut regarding the
5 status of the order as well as after the cut is completed. Only BellSouth can
6 give AT&T the information required to confirm or cancel the cutover.

7

8 **Q. IF BELLSOUTH CONSISTENTLY FAILS TO FOLLOW THE**
9 **PROCEDURES FOR HOT CUTS, HOW ARE AT&T's CUSTOMERS**
10 **HARMED?**

11 **A.** The most significant risk is that a customer who simply made the choice to
12 have a competitor provide his or her local can have their business disrupted if
13 their customers cannot reach them. In the most extreme cases, AT&T has
14 been forced to bear the expense of furnishing cellular telephones with Call
15 Forwarding from the customer's landline business number until the problem
16 can be isolated and repaired. BellSouth diminishes competition in the
17 marketplace by failing to put detailed procedures in place to govern the steps
18 to be taken at the appropriate time by each person engaged in performing hot
19 cuts. Even with the procedures in place, BellSouth fails to follow them.
20 Thus, competition is further diminished and the local service market is not
21 adequately opened to competition as required by law.

22

1 **Q. WHAT HAS AT&T DONE TO REDUCE CUSTOMER DISRUPTIONS**
2 **CAUSED BY BELLSOUTH'S LACK OF ADHERENCE TO A HOT**
3 **CUT PROCESS?**

4 A. To reduce customer disruptions caused by BellSouth's lack of adherence to a
5 hot cut process, AT&T is left guessing as to when a hot cut will take place.
6 When BellSouth does not conform to the forty-eight hour concurrence call,
7 AT&T is forced to place a call to BellSouth to ensure the cut with occur as
8 scheduled. When BellSouth does not conform to the cut complete call within
9 fifteen (15) minutes of the time of cut based on the number of loops, AT&T
10 is forced to call yet again to ask whether or not the cut was ever made.
11 AT&T has also been forced to assign in advance the AT&T switch port and
12 connecting facility prior to issuing an LSR to BellSouth to reduce the CFA
13 conflicts in spite of not having the CFA checks done in advance by
14 BellSouth. BellSouth is contracted to perform a service and has promised
15 certain duties it would perform such as calling AT&T and notifying AT&T at
16 certain time periods that the provisioning of the cut is taking place. Customer
17 disruptions will be diminished if BellSouth adheres to AT&T's proposed hot
18 cut process.

19
20 **Q. SUCCINTLY, WHAT IS AT&T ASKING THIS COMMISSION TO**
21 **ORDER REGARDING THE HOT CUTS PROCESS?**

22 A. AT&T would like this Commission to implement the following proposed hot
23 cut process:

24 1. Make the confirmed due date on the FOC a commitment.

- 1 2. Require BellSouth to perform a Loop-Facilities Check prior to the
2 issuance of the FOC.
- 3 3. Require BellSouth to perform a Connecting facilities Assignment
4 check prior to issuance of the FOC or to allow AT&T access to BellSouth's
5 CFA Database (i.e. access to LFACS) on an electronic basis no later than
6 May 1, 2001.
- 7 4. Require BellSouth to send clarifications before the FOC is issued and
8 jeopardies after the FOC is issued.
- 9 5. Require BellSouth to place a call forty-eight (48) hours prior to the
10 date and time listed on a time-specific ordered cut to let AT&T know if all
11 central office work has been completed and the cut can proceed as scheduled.
- 12 6. Require BellSouth consistently place a call after the cut is completed
13 to notify AT&T that the customer's number is ready for porting.

14

15 **Q. WHY SHOULD THIS COMMISSION ADOPT AT&T's PROPOSED**
16 **CHANGES TO THE HOT CUT PROCESS?**

17 **A.** AT&T's proposal will assist BellSouth and AT&T with managing and
18 coordinating the joint efforts required to complete the hot cut process in a
19 timely and accurate manner. The goal of the changes is to minimize service
20 disruptions to customers.

21 AT&T and BellSouth should be aware of what the other is working on at any
22 given step in the process. This knowledge provides both companies, and

1 most importantly the customer, the ability to plan and conduct business with
2 the least amount of disruption.

3 AT&T must have the ability to notify a customer regarding any matter that
4 may affect their service. If customers are kept informed throughout the
5 process, the customer is more likely to be satisfied with the end result.

6 It should be noted that AT&T's requested changes are minimal. In fact,
7 BOCs in other regions have adopted a much more comprehensive and
8 defined hot cut process than BellSouth. For example, Southwestern Bell and
9 Bell Atlantic have adopted extensive and thorough processes, which resulted
10 from the collaborative efforts of ALECs, Bell Atlantic, Southwestern Bell,
11 state commissions, and the FCC.

12

13 **Q. HAS AT&T CONVEYED TO BELLSOUTH THE IMPORTANCE OF**
14 **ADOPTING AND IMPLEMENTING THE AFOREMENTIONED**
15 **PROCESS FOR HOT CUTS?**

16 **A.** On numerous occasions, representatives of both companies have met to
17 discuss hot cuts. AT&T's negotiating team has supplied BellSouth with
18 language to adopt an agreed set of procedures for hot cuts. The AT&T's
19 proposal for inclusion in the interconnection agreement is attached hereto as
20 Exhibit RWM-3. BellSouth officials have also visited AT&T's hot cut
21 ordering and provisioning center to understand the process from AT&T's
22 perspective. Additionally, AT&T has proposed that BellSouth and AT&T
23 reconcile performance data to determine what the problems are and how the

1 process can be improved. BellSouth, however, has refused to voluntarily
2 reconcile data with AT&T.

3

4 **Q. HAVE ANY STATE COMMISSIONS REQUIRED BELLSOUTH TO**
5 **PERFORM A DATA RECONCILIATION TO DETERMINE IF**
6 **THERE ARE ANY DEFICIENCIES IN ITS HOT CUT**
7 **PERFORMANCE?**

8 **A.** Yes. The Georgia Public Service Commission (“GPSC”) recently ordered a
9 data reconciliation trial for a period of eight (8) weeks to review BellSouth’s
10 hot cut performance for three (3) ALECs from the period of September 11-
11 November 3, 2000.

12

13 **Q. WHAT DATA IS INVOLVED IN THE GPSC’S DATA**
14 **RECONCILIATION TEST?**

15 **A.** The GPSC ordered BellSouth and three ALECs to identify, measure and
16 reconcile the following items for the provisioning of Unbundled Loops:

- 17 • Purchase order number
- 18 • Number of loops on each purchase order
- 19 • Scheduled start time
- 20 • Time BellSouth made call prior to start time
- 21 • Actual start time
- 22 • Actual stop time of hot cut
- 23 • Time BellSouth call that cut was done

- 1 • Troubles reported by ALEC on the day of the conversion, by noon the
2 following day and within 48 hours of installation Date/Disposition of
3 Trouble Reported
4

5 **Q. WHAT HAS AT&T OBSERVED DURING THE GPSC'S DATA**
6 **RECONCILIATION TRIAL?**

7 **A.** Although it is still in progress, AT&T has found that BellSouth is unable to
8 meet AT&T's time specific cut requirements. Significantly, BellSouth
9 employs the same hot cuts process in Florida as it does in Georgia, and
10 AT&T believes that this trend of unacceptable hot cuts performance currently
11 is occurring in Florida as well.

12

13 **Q. IS THERE ANYTHING ELSE THE FLORIDA COMMISSION**
14 **SHOULD ORDER AS IT RELATES TO HOT CUTS?**

15 **A.** Yes. The Commission should review BellSouth's performance by ordering
16 that a data reconciliation with other ALECs. The Commission can then use
17 this data to determine the need for additional performance measures and
18 standards as part of the generic performance measurements docket.

19

20 **Q. ARE THE HOT CUT PROBLEMS CURRENTLY EXPERIENCED**
21 **REFLECTED IN PERFORMANCE REPORTING THAT**
22 **BELLSOUTH IS DOING TODAY?**

1 **A.** No. Hot Cuts have multiple steps that must be carefully monitored in order
2 to prevent customer service disruption. No single measure can provide
3 sufficient information to ensure a satisfactory customer experience. Despite
4 the critical nature of this process and the wholesale customer dissatisfaction
5 BellSouth can cause, monitoring in this area remains inadequate. The current
6 hot cut measure BellSouth provides, labeled Coordinated Customer
7 Conversion, only measures the interval from the time the technician
8 disconnects the customer's loop from the BellSouth switch until he or she
9 cross connects the loop to the ALEC's equipment. However, critical hot cut
10 issues are ignored and not measured. They include the following:

- 11 • Whether the cut was performed too early
- 12 • Whether the cut was performed too late
- 13 • Whether the FOC was issued in time to allow the ALEC to
14 timely activate the number porting process and perform other
15 essential activities
- 16 • Whether the customer's service was impaired
- 17 • How long it took to restore the customer's service when
18 interrupted during provisioning
- 19 • If the ALEC was notified of the cut so they could timely port
20 the number

21
22 Lack of timely and accurate performance in any one of these areas
23 negatively impacts the customer's service.

1 **Q. WHAT CAN THIS COMMISSION DO?**

2 **A.** The Commission is in a unique position because of the on-going third party
3 test and the performance measurements docket. This Commission can review
4 BellSouth's performance as well as include additional measures and
5 standards that can be part of a generic performance measurements docket.

6

7 **II. COLLOCATION – (ISSUES 19 and 20)**

8

9 **Q. SHOULD AT&T BE ALLOWED TO CONNECT ITS FACILITIES TO**
10 **BELLSOUTH AND OTHER ALECS WHEN BELLSOUTH AND**
11 **AT&T OCCUPY THE SAME BUILDING? (ISSUE 19)**

12 **A.** Yes. This arrangement should be allowed. This should be a standard
13 arrangement in a condominium environment, such as 424 N. Magnolia Street
14 in Jacksonville, because it is a cost-effective method for tenants to benefit
15 from the joint tenant-facility arrangements.

16

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

18 **A.** BellSouth's is opposed to this type of arrangement. BellSouth does not
19 believe AT&T should enjoy a form of interconnection through a
20 condominium arrangement that no other ALEC has the ability to do. In
21 addition, if the condominium arrangement allows for a use of cross-connects
22 between the ALEC's facilities and BellSouth's network, BellSouth believes it
23 should not be required to provide the cross-connects.

1 **Q. WHY IS AT&T THE ONLY ALEC WITH THIS UNIQUE**
2 **ARRANGEMENT?**

3 **A.** At divestiture, AT&T used three-dimensional conveyance or Condominium
4 agreements as a way to satisfy the Modified Final Judgment's requirement to
5 separate assets. Since AT&T and the RBOCs both had network equipment in
6 the same buildings, these agreements allowed both companies to retain a
7 portion of ownership in each of the buildings, rather than requiring one of the
8 two parties to relocate all of their equipment to a new building. Because of
9 this, BellSouth and AT&T can easily and more economically interconnect
10 their facilities to provide varied services.

11

12 **Q. DOES THE TELECOMMUNICATIONS ACT OF 1996 OR ANY FCC**
13 **REGULATIONS REQUIRE ALECS TO PURCHASE**
14 **COLLOCATION IN THIS SITUATION?**

15 **A.** No. Although both the Act and FCC regulations impose on ILECs the
16 obligation to provide collocation as a means of access to UNEs and
17 interconnection, neither the Act or FCC regulations require ALECs to
18 purchase collocation as the only means of access to UNEs or interconnection.

19

20 **Q. SHOULD AT&T BE ABLE TO CROSS CONNECT TO BELLSOUTH**
21 **OR OTHER ALEC NETWORKS LOCATED IN THE BELLSOUTH**
22 **PORTION OF THE BUILDING WITHOUT HAVING TO**
23 **COLLOCATE IN BELLSOUTH'S PORTION OF THE BUILDING?**

1 **A.** Yes. The FCC's Advanced Services Order encourages this type of partnering
2 with incumbent LECs in order to reduce costs and delays associated with
3 competitors collocating in their central offices. In particular, the FCC held
4 that:

5 Incumbent LECs may not require competitors to use an
6 intermediate interconnection arrangement in lieu of direct
7 connection to the incumbent's network if technically
8 feasible, because such intermediate points of
9 interconnection simply increase collocation costs without a
10 concomitant benefit to incumbents.

11 *Id* at ¶ 42.

12

13 **Q. HOW SHOULD BELLSOUTH AND AT&T USE THIS**
14 **ARRANGEMENT?**

15 **A.** The equipment located in the condo space should be treated as collocated
16 equipment in all respects, including the right of AT&T to interconnect
17 directly to other collocated carriers on BellSouth's premise. Currently, this
18 type of arrangement only exists in six offices in the following cities in
19 Florida: Daytona Beach, Jacksonville, Orlando, Panama City, Pensacola and
20 West Palm Beach. AT&T would locate in AT&T's Wire Center or
21 designated premise equipment that enables AT&T to access BellSouth's
22 network. Such equipment would be interconnected to BellSouth's network
23 through a mid-span meet arrangement, *e.g.*, at the DSO, DS1, DS3, OC3,

1 OC12, OC48, STS-1, STS-3c levels. These interface rates and other rates
2 that are established as an industry standard are subject to the technical
3 limitations of the distance between termination points. The establishment of
4 a Point of Interface ("P.O.I.") at a mutually agreed upon designation, will
5 determine where AT&T would interconnection with BellSouth. The floor
6 space for the "P.O.I." will be negotiated between AT&T and BellSouth, or
7 both will agree that whichever Company is the "A" or primary owner in the
8 Condo buildings will be responsible for providing floor space for the "P.O.I."
9 The "A" owner has majority ownership of the Condo building arrangement.
10 AT&T would pay all costs relating to any such mid-span meet arrangement
11 and would also be responsible for the connection between AT&T's Wire
12 Center and BellSouth's facilities.

13

14 **Q. WHAT RESTRICTIONS HAS BELLSOUTH PROPOSED ON AT&T'S**
15 **ABILITY TO ALLOW ITS EMPLOYEES AND AGENTS TO ACCESS**
16 **ITS COLLOCATION SPACE? (ISSUE 20)**

17 **A.** BellSouth demands that AT&T certify that criminal background checks have
18 been conducted on each person who accesses the collocation space. Any
19 person with a felony conviction would be precluded from entry. BellSouth
20 also requires that AT&T obtain permission to allow a person who has a
21 misdemeanor conviction to work in the collocation space.

22

23 **Q. IS THIS A REASONABLE REQUIREMENT?**

1 **A.** No. This requirement is excessive, unreasonable and discriminatory.
2 Essentially, BellSouth would require all of AT&T's field technicians to
3 undergo a complete criminal background check since any such technician
4 may be called upon to work in our collocation space at anytime. It is
5 unreasonable because AT&T has provided BellSouth with assurances that
6 BellSouth's assets will be accorded the same protection and security as those
7 belonging to AT&T.

8

9 **Q. WHY IS THE REQUIREMENT EXCESSIVE?**

10 **A.** It increases AT&T expenses without any concomitant increase in the security
11 purported to be sought by BellSouth. AT&T has no reason to believe that its
12 employees and vendors are criminals. Our current hiring and security
13 practices seek to protect customers, employees and vendors. They also are
14 intended to provide a safe and healthy work environment for all employees
15 and contractors. There is no indication that a person convicted of a felony or
16 misdemeanor has any more of an incentive to damage BellSouth's property
17 as opposed to AT&T's property.

18

19 **Q. WOULD BELLSOUTH'S PROPOSED CRIMINAL CHECK PROVIDE**
20 **ANY ADDITIONAL SECURITY GUARANTEES?**

21 **A.** No. The criminal background check proposed by BellSouth does nothing to
22 limit or restrict a worker from harming or damaging property. Thus, it adds
23 nothing to the current security arrangements. If BellSouth's concern is

1 about the destruction of network property, this can be alleviated through
2 monitoring via cameras, electronic security locks, special identification
3 badges and other preventive means, some of which have already been
4 implemented. Moreover, AT&T is willing to provide indemnification for
5 loss or damage that occurs to BellSouth's property at a BellSouth premise as
6 a result of the activities of an AT&T employee or contractor. BellSouth's
7 onerous proposal is nothing more than a tactic to stall competition.

8

9 **Q. IS BELLSOUTH'S PROPOSAL CONSISTENT WITH THE FCC'S**
10 **RULES?**

11 **A.** No. While the FCC has said that incumbent LECS "may impose reasonable
12 security arrangements to protect their equipment and ensure network security
13 and reliability" (Advanced Services Order at ¶ 46). Additional security and
14 background checks are not "reasonable security arrangements" as envisioned
15 by the FCC. Nor has BellSouth provided any evidence that they follow this
16 procedure for their own employees.

17 BellSouth's request that ALECs provide a five-year criminal background
18 check on employees who enter its premises is unreasonable and a violation of
19 the FCC's regulations. Its only purpose is to drive up the cost and to interject
20 delays faced by competitors such as AT&T in deploying innovative advance
21 services technologies on a timely basis.

22

23 **Q. WHAT IS AT&T RECOMMENDING?**

1 A. This Commission should reject BellSouth's security proposals as
2 unreasonable and unwarranted. Instead, this Commission should adopt only
3 reasonable security arrangements to protect BellSouth's network security and
4 equipment such as those listed in the FCC's First Report and Order and
5 Further Notice of Proposed Rulemaking; In the Matters of Deployment of
6 Wireline Services Offering Advanced telecommunications Capability
7 (Adopted March 18, 1999), 99-48 at ¶48.

8
9 **Q. IN CONCLUSION, WHAT ARE THE MAIN POINTS YOU ARE**
10 **ASKING THIS COMMISSION TO DO?**

11 A. AT&T is asking this Commission to do the following:

- 12 1. Adopt AT&T's proposed changes to BellSouth's hot cut process that
13 include:
 - 14 a. Require BellSouth to provide AT&T with a Firm Order
15 Confirmation that states the due date, due time, and correct cable and
16 pair assignment.
 - 17 b. Require BellSouth to perform a Loop-Facilities Check early in
18 the Hot Cut process, before the FOC is issued. This will allow
19 BellSouth to properly plan resources necessary for cuts and avoid
20 manpower shortages or lack of design.
 - 21 c. Require BellSouth to provide AT&T with a CFA check before
22 the FOC is returned or electronic access to LFACS by May 1, 2001.

- 1 d. Require Bellsouth to issue Jeopardy Notices rather than
2 clarifications after a FOC has been issued.
- 3 e. Require BellSouth to provide AT&T with a Concurrence Call
4 forty-eight (48) hours in advance of a hot cut to notify AT&T if all of
5 the central office work is complete and the hot cut can proceed as
6 scheduled.
- 7 f. Require BellSouth to properly close orders by calling the
8 implementation contact phone number provided on the AT&T LSR
9 15 minutes after the cut is performed by BellSouth.
- 10 2. Allow AT&T to interconnect with BellSouth in Condominium
11 arrangements, as the equipment located in the AT&T condominium space
12 should be treated as collocated equipment in all respects, including the right
13 of AT&T to interconnect directly to other collocated carriers in BellSouth's
14 premise.
- 15 3. Allow BellSouth to impose only reasonable security arrangements to
16 protect their equipment and ensure network security.

17

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 **A.** Yes.

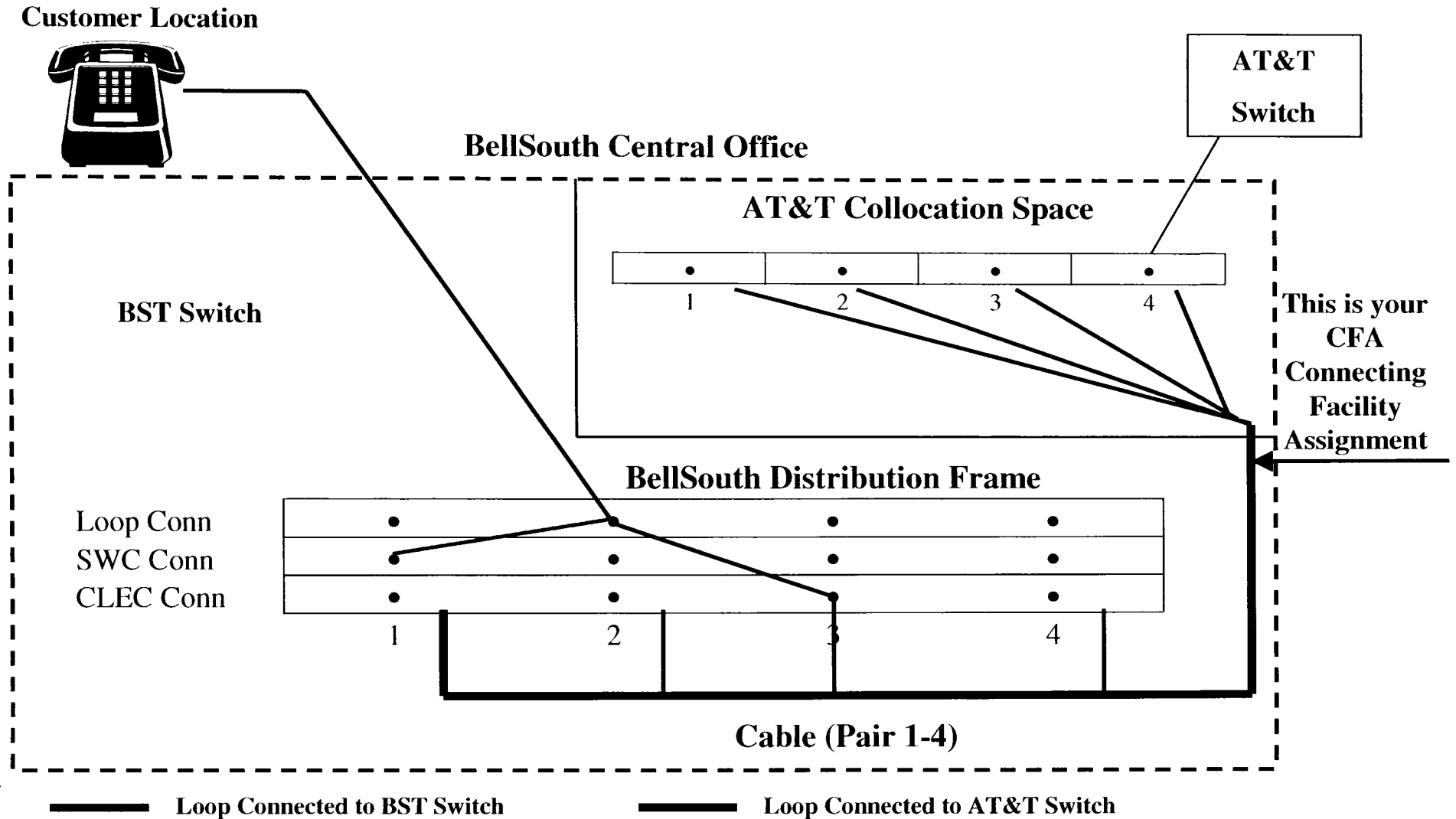
20

Simple Connecting Facility Assignment CFA

Docket No. 000731-TP

Exhibit RWM-2

Page 1 of 1



Attachment 2

Exhibit C

Ordering and Provisioning Hot Cuts

1 This Exhibit contains the initial coordination procedures that the Parties agree to follow when AT&T orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which AT&T will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 4 below.

1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T utilizing a SL2 local loop (as that term is defined in Section 3.1.3 of Attachment 2) provided by BellSouth to AT&T with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

1.3 AT&T shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).

2 **Ordering**

2.1 AT&T shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request (LSR) using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. AT&T may specify a Due Date or Frame Due Time, as defined

below, at any time, including twenty-four (24) hours a day and seven (7) days a week. AT&T shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination (“OC”); or (b) Order Coordination—Time Specific (“OC-TS”). OC shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in section 2.4, at any time during that day, referred to in this Exhibit as the “Due Date.” OC-TS shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in section 2.4 and at the particular time specified on the FOC, referred to in this Exhibit as the “Frame Due Time.” AT&T shall pay the appropriate rate for either OC or OC-TS as set forth in Exhibit B of Attachment 2. AT&T will be billed and will pay overtime for conversions requested and occurring outside of BellSouth’s normal hours of operation as defined in Section 2.2 below.

- 2.1.1 Until such time as BellSouth’s systems can deliver the requested frame due time on the FOC as set forth above, AT&T shall rely on the time requested on the LSR.

- 2.2 For purposes of this Agreement, BellSouth’s normal working hours are defined as follows:
 - 2.2.1 Monday – Friday: 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)

Saturday - 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

*AT&T has recently (TCG/AT&T [TN] dated October 24, 2000) agreed to 8am – 6pm language and would like that agreement honored here.

 - 2.2.2 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth’s regular working hours as defined in Section 2.2 above (e.g., the employee’s shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth’s regular working hour and that work is performed by a BellSouth technician during

his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.

- 2.2.3 Should BellSouth choose to perform a cut without negotiating the time of the cut as set forth in and performs the cut outside of normal business hours whether it is earlier or later than the time requested on the LSR, AT&T will not be assessed overtime charges nor will AT&T be assessed OC-TS non-recurring charges.
- 2.2.4 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by AT&T for the current view of the LSR.

AT&T PROPOSAL

- 2.3 BellSouth shall provide AT&T real-time, electronic access to its LFACS database in the pre-ordering phase to allow AT&T to validate its connecting facility assignments prior to the issuance of an LSR. LFACS access shall commence within thirty (30) days of the execution of this agreement. Upon facility assignment validation by AT&T and upon receipt of AT&T's LSRs, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment (CFA) assigned on AT&T's LSR is in conflict with BellSouth records. This Post-FOC clarification must be made within twenty-four (24) hours of issuance of the FOC by BellSouth.
- 2.3.1 Until such time as access to LFACS is implemented, and AT&T has the ability to validate connecting facilities, LSRs may not be clarified after the FOC. The examination of the LSR shall include a comparison of the information provided on the Service Order with BellSouth's facility records to determine whether the information on the Service Order agrees with that shown in BellSouth's facility records, including but not limited to Loop Facility and Assignment Control System. Where BellSouth's facility records are inadequate or unavailable, BellSouth must perform a

physical inspection of the facilities in order to determine whether such provisioning can be accomplished.

DISAGREE

AT&T Proposal

- 2.3.2 In Accordance with 2.3.1, until access to LFACS is functionally available to AT&T, and AT&T is able to complete connecting facility status examinations through LFACS, when the physical inspection of facilities must be performed by BellSouth in order to determine whether such provisioning can be accomplished, BellSouth shall verify the (CFA) to ensure that the CFA at the physical termination is available for use and matches the CFA on the Service Order.
- 2.3.3 BellSouth shall also perform a loop facilities check prior to the issuance of the FOC, if necessary to provision the Service Order as requested.
- 2.3.4 If, as a result of such physical inspection, BellSouth determines either that a CFA is in conflict or that a loop facilities check deems the facilities unavailable, BellSouth shall issue a Post-FOC Clarification or a Pending Facilities (PF), if necessary, to AT&T within twenty-four (24) hours of the issuance of the FOC.
- 2.3.5 In the interim period between the the execution of this Agreement and AT&T's access to BellSouth's LFACS database, BellSouth and AT&T will work cooperatively to ensure data base integrity is achieved between AT&T and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) AT&T ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow AT&T to identify and synchronize such data base; and (2) BellSouth will ensure that it processes AT&T requests for cancellation of local service requests in a time frame that allows AT&T to accurately maintain its CFA records; and (3) Access to COSMOS. This will be worked by the parties in development of the process improvement plan.

DISAGREE

- 2.4 In the interim period between the execution of this Agreement and AT&T's access to BellSouth's LFACS database, BellSouth will provide AT&T with data base information via the BellSouth Interconnection Services website on a weekly interval, at a minimum, and BellSouth and AT&T will work jointly to identify and resolve any discrepancies between BellSouth and AT&T databases containing the CFA assignments.
- 2.5 Firm Order Commitment ("FOC")
- 2.5.1 Pursuant to Section 2.1 above, for purposes of this Exhibit, a "Firm Order Commitment" or "FOC" is a notification from BellSouth to AT&T that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be revised due to acts of God. If the committed due date and or due time is missed due to BellSouth's facility or manpower shortages, BellSouth will mark this occurrence as a Missed Appointment ("MA").
- 2.5.2 For the initial LSR, BellSouth should not provide AT&T with either a request for clarification or a reject message after BellSouth provides AT&T a FOC, except as outlined in section 2 of this Exhibit. Supplemental LSR's must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 2.5.3 BellSouth's measurement of FOC performance as stated in 2.5 will be set forth in Attachment 9 incorporated herein by this reference.

3 Provisioning

- 3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise which would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to AT&T.
- 3.1.1 Upon receipt of the FOC pursuant to Section 2.1, AT&T shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to

make the Hot Cut at the Due Time and or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed upon otherwise.

- 3.1.2 For OC-TS conversions, BellSouth will verify, in accordance with 3.2.12 (*infra*), the cut-over time designated by AT&T 48 hours in advance to ensure that the conversion is to be completed as ordered. If BellSouth fails to verify the cut-over time or fails to complete an OC-TS at the time ordered by AT&T, BellSouth will waive the non-recurring OC-TS charges. Both parties will ensure OC-TS, as identified in this paragraph, will commence within 15 minutes of the agreed time.
- 3.1.3 If BellSouth calls AT&T with greater than or at forty-eight (48-24) hours prior to the frame due time and due date (e.g. more than 48-24 hours until the time and date of cut) and initiates a request to change the due time and or due date, (a) The new due date shall be no longer than three (3) business days past the original missed due date; and (b) BellSouth will change the new due time and or due day in coordination with AT&T, but (c) AT&T will not be billed for nor will AT&T be required to pay any non-recurring time-specific (OC-TS) charges to BellSouth for the order.
- 3.1.4 In the event BellSouth initiates a request to change a due date and or due time within forty-eight (48) hours of the due date and or due time (e.g. with less than 48 hours until the cut is scheduled), the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment ("MA"); and (b) BellSouth will coordinate the new due date and or due time with AT&T, but (c) AT&T will not be billed for nor will AT&T be required to pay any non-recurring time-specific (OC-TS) charges to BellSouth for the order.
- 3.1.5 Orders that are not worked on the requested and confirmed due date and or due time and remain un-worked after the due date and or time shall be known as "Backlog Orders." Orders become "Backlog Orders" due to BellSouth's inability to work an order and shall be treated as an MA within the BellSouth internal systems. Backlog Orders are those caused by such examples, which include, but are not limited to, tech availability, engineering not designed, BellSouth system problems, and BellSouth's workload.
- 3.1.6 In the event of a Backlog Order, the following shall occur: (a) BellSouth will notify and confirm to AT&T a new due date and due time that will be

no longer than three (3) business days past the original missed due date and due time; and (b) the new due time shall be within BellSouth's normal hours of operation; and (c) BellSouth shall contact AT&T prior to the time of the cut with Dial Tone, ANI, Cable and Pair assignments, Number of lines, new Frame Due Time and Frame Due Date in the manner in which the first Concurrence Call (as defined *infra* at Section 3.2.12) was to be treated.

- 3.1.7 Backlog Orders due to AT&T's inability to process orders will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties

- 3.2 Upon receipt of the FOC, AT&T AND BellSouth agree to follow the procedures for porting numbers as outlined in attachment 5 and incorporated herein by this reference.
 - 3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities (PF) status by sending a jeopardy notice to AT&T.
 - 3.2.1.1 Pending Facilities Order (PF) status occurs when a due date may be in jeopardy due to facility delay and may become Missed Appointments due to BellSouth reasons.
 - 3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of PF status due to a BellSouth reason, the following shall occur: (a) BellSouth will notify AT&T via telephone as soon as the order is placed in PF status; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems; and (c) BellSouth will notify AT&T and confirm via telephone and electronically within three (3) days an Estimated Completion Date ("ECD") and an Estimated Service Date ("ESD").

NOTE: The following sections (3.2.2 – 3.2.8) will be struck pending resolution of 3.2.12 with BellSouth.

- 3.2.2 The following intervals assume that a SL2 loop has been ordered and has a due date of as indicated on the BellSouth FOC. In addition, the intervals also assume that a pending facilities condition has not been encountered. AT&T will agree to use of INTERVAL GUIDE.
- 3.2.3 Within seventy two (72) hours of BST's receipt of the AT&T's LSR BellSouth shall complete the activities described below:
- 3.2.4 BellSouth shall place the loop assignment information on the Service Order and send the Service Order to the appropriate BellSouth Central Office (BCO). BellSouth will also send the Service Order to its circuit-provisioning group for design. This design shall take place by the Line Assign Made date.
- 3.2.5 BellSouth's testing activities for ensuring dial tone is delivered to AT&T's end user at the BellSouth demarcation located at the end user premise are as follows:
- 3.2.6 BellSouth will perform central office wiring from the AT&T collocation point to the BellSouth main distribution frame or its equivalent 48 hours prior to the committed due date. At that time BellSouth will verify x-office cable continuity and will perform an automated number announcement (ANAC) verification of the BellSouth number at the BellSouth cable pair. In order to be successful, this step does not require that dial tone is found to be present, but it must ensure that BellSouth's hard wiring is in place.
- 3.2.7 BellSouth shall send the Service Order to BellSouth's UNE Provisioning Center. BellSouth shall 48 hours prior to the conversion time for OCTS or conversion date if an OC conversion, determine whether dial tone is present through to the AT&T switch and verify that the Automatic Number Identification (ANI) listed on the Service Order is the same as the one detected at the frame.

- 3.2.9 AT&T shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number (“ImpCon”) Field on the LSR that BellSouth shall commit to call and use for all notification (as stated in 3.2.10 through 3.2.12) to AT&T. In addition, an AT&T representative will answer and respond within a reasonable period of time.
- 3.2.10 Prior to BellSouth’s notification through the 48 hour Concurrence Call to AT&T (as defined *infra* at Section 3.2.12), if BellSouth does not find dial tone on the AT&T side when testing, and detects no trouble on the BellSouth side, BellSouth shall immediately notify AT&T. AT&T shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the AT&T technician finds no trouble on the AT&T side when testing, AT&T will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an AT&T technician at the last point of BellSouth’s responsibility at the collocation site. Both Parties’ technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that AT&T will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut date and or time has passed, BellSouth will waive non-recurring OC-TS charges, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.
- 3.2.11 Prior to BellSouth’s notification through the 48 hour Concurrence Call to AT&T (as defined *infra* at Section 3.2.12), if the AT&T technician does find trouble on the AT&T side, he or she will complete the appropriate repair as necessary. Unless AT&T notifies BellSouth that the “No Dial tone” issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. AT&T agrees that BellSouth may rely on the lack of such notification to mean that AT&T believes it can resolve the “No Dial tone” issue prior to Due Date or Due Time. AT&T shall not be required to call BellSouth to communicate that the “No Dial Tone” issue has been resolved. If at the time of the cut, AT&T dial tone is not detected on the BellSouth side of the Demarc and AT&T and BellSouth agree that the problem is due to AT&T and cannot

be resolved within fifteen (15) minutes, BellSouth will standby and AT&T will compensate BellSouth according to the FCC's Standby tariffs. If AT&T does not wish to have BellSouth standby, AT&T will be required to supplement the order which will be submitted via the method utilized to submit the original LSR and request a new due date and time. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 4.1 below will be applied. AT&T will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date at the time of the Concurrence Call.

- 3.2.12 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by AT&T for OCTS or verify the due date for OC conversions 48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at 48 hours notifying AT&T with the above information stated in this Section 3.2.12, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS as outlined in 3.1.3 (over 48 hours until the date and time of cut) - If BellSouth fails to complete an OC-TS at the time and or date ordered by AT&T, BellSouth will waive the non-recurring OC-TS charges. Both parties will ensure OC-TS as identified in this paragraph, will commence within 15 minutes of the agreed time.
- 3.2.13 BellSouth will advise AT&T via jeopardy notice as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to AT&T as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by AT&T.
- 3.3 Activities At Time Of Cut

- 3.3.1 The Unbundled Network Element Center (“UNEC”) will call AT&T to ensure AT&T’s and BellSouth’s readiness to complete the conversion as scheduled within fifteen (15) minutes of the start of the conversion. This call shall be known as the “Pre-Conversion” Call that will inform AT&T that the cut will begin at or within fifteen (15) minutes of this call.
- 3.3.1.1 If BellSouth fails to make the Pre-Conversion Call, BellSouth shall document the order as a “Missed Appointment” (“MA”) within BellSouth’s systems, and AT&T will not be billed nor be required to pay non-recurring Time-Specific (OC-TS) charges.
- 3.3.1.2 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify AT&T dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame (MDF) the tied in jumper to the AT&T collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify AT&T dial tone and ensure the correct number is delivered to the BellSouth cable pair.
- 3.3.2 Activities After Hot Cut
- 3.3.2.1 The UNEC will then advise AT&T via telephone call that the cut is complete and allow AT&T to accept or reject the service. This call shall be known as the “Cut Complete” Call. BellSouth shall work cooperatively with AT&T to correct any problems associated with the conversion of the service which might result in AT&T’s rejection of the service.
- 3.3.2.2 Should the situation arise such that § 3.3.2.1 (“Cut Complete” Call) cannot be carried out (i.e. Should BellSouth not receive an answer on the toll free number provided by AT&T), BellSouth may escalate the matter for immediate resolution.
- 3.3.2.3 If BellSouth fails to contact AT&T after the hot cut and in accordance with the Cut Complete Call stated in Section 3.3.2.1 (Cut Complete Call Section) and Section 3.2.9 (number stated in the “ImpCon” Field of the AT&T LSR), the following shall occur: (a) BellSouth shall document the

order as a "Missed Appointment" ("MA") within BellSouth's internal systems; and (b) AT&T will not be billed nor required to pay any non-recurring Time-Specific (OC-TS) charges.

3.3.2.4 BellSouth will hold open the conversion orders within the following time frames:

- (a) If the Cut Complete call is received by AT&T prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;
- (b) If AT&T requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;
- (c) If the call is received by AT&T after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;
- (d) If BellSouth does not receive verbal acceptance by AT&T pursuant to the above conditions, BellSouth will deem the conversion accepted by AT&T.

3.3.3 BellSouth and AT&T reserve the right to change its internal hot cut activities as business needs dictate and the changes do not conflict with the deliverables set forth in this Attachment 2.

3.3.3.1 When the change impacts service deliverables set forth in this Attachment 2, the party *requesting* the change shall submit the change via the process improvement mechanism set forth in Section 4 of this Attachment.

3.4 Loop Cut-Over Timing

3.4.1 BellSouth shall complete the loop cut-over step and notify AT&T of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion:

- 1-10 loops => 60 mins (1 hour)
- 11-30 loops => 120 mins. (2 hours) unless project managed
- 31+ loops => Project Managed

- 3.4.2 BellSouth's commitment to performance as set forth in Attachment 9 of this agreement is incorporated herein by this reference.
- 3.4.3 Intervals for loops for a single end user on the same local service requests for loops greater than 30 will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.

AT&T PROPOSAL

- 3.4.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 3.4.1 and notify AT&T of such completion in accordance with Section 3.3.2.1, AT&T may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.
- 3.5 Completion Notice
- 3.5.1 BellSouth shall send AT&T completion notices when the LSRs are submitted electronically. If submitted manually, AT&T may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 4 Process Improvement
- 4.1 Within seventy-five (75) calendar days of the Effective Date, the Parties agree to negotiate and adopt a process improvement method to be used throughout the term of this Agreement for amending and supplementing the initial procedures established in this Exhibit. Such process shall be implemented by the parties 30 calendar days from the date such method is mutually developed. Both parties will work cooperatively to identify areas for improvement and, if applicable, develop and implement process changes resulting from such mutual cooperation. Such method will provide the procedures to be employed on an on-going basis by the Parties when one Party wishes to improve any of the initial provisions set out in this Exhibit. Each improvement negotiated by the Parties must be documented in an attachment to the initial procedures as mutually agreed by the Parties.

- 4.2 In the event that the Parties are unable to enter into the improvement method contemplated by this Section 4.1 within ninety (90) days of the Execution Date, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement. Additionally, the Parties agree to seek such resolution on an expedited basis of any dispute involving a procedure that adversely impacts a customer.
5. Flow Chart (Struck Pending 3.2.12 resolution with BellSouth)
- 5.1 The flow chart below is incorporated herein by this reference and represents, in the form of diagrams, the initial coordination procedures described in this Exhibit. It is provided merely as an aid to understanding the provisions set out above; therefore, if any inconsistency is found between the language of this Exhibit and the flow chart, the Parties agree that the language of this Exhibit shall control.
- 5.2 As the improvements contemplated by Section 4 are made, the parties agree to revise the flow chart as needed to show these improvements. Upon each revision, the Parties agree that each such revised flow chart shall become an exhibit to the attachment contemplated in Section 4.2.
- 6 New Loop Provisioning – “Loop Only”
- 6.1 BellSouth will provision new loops at intervals outlined in the Products and Service Interval Guide
- 6.2 Submission of LSR’s, intervals, appropriate pre-service testing, jeopardy notification, completion and acceptance testing as outlined in the conversion activities will apply. However conversion activities not related to new service will not be required e.g. monitoring for idle line prior to jumper termination and etc.
- 6.3 BellSouth will deliver to the ordered location at the end users premises, loops as outline in TR 73600.