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October 3, 2001

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Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk
and Administrative Services
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Tallahassee, FL 32399-0850

**Re: Documentation of Anti-Competitive Behaviors and Practices of
BellSouth Telecommunications, Inc.
Docket No. 011077-TL - Investigation into allegations of anti-
competitive behaviors and practices of BellSouth
Telecommunications, Inc.**

Dear Ms. Bayo:

Pursuant to Mr. Walter D'Haeseleer's letter dated September 14, 2001, Time Warner Telecom of Florida ("TWTC") submits the attached documentation in the above-captioned docket for the consideration by the Florida Public Service Commission. TWTC did meet with Staff in Orlando on July 19, 2001. A list of the bullet points is provided as Exhibit A. Also enclosed is more detailed information on the following issues:

- **Performance Measures/Remedy Plan for Special Access (Applies to all ILECs)** - several states have ordered or are considering performance measures for special access including Texas, Indiana, Colorado and New York. These states have acknowledged that special access is used by competing carriers to provision special access and the carriers should not be penalized for their mode of entry. As an alternative, the ILEC should be ordered to provide a local product that is exactly the same as special access as the current ILEC classification no longer meets the business needs of competitors. If there was such a local product, the performance measures and remedies already ordered in the states would apply to it. TWTC did try to negotiate performance measures with remedies with BST for over a year to no avail. We have now turned to the various regulatory forums to try to meet these business needs. Please find attached in Exhibit B testimony that was filed by TWTC in

DOCUMENT NUMBER-DATE

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Mrs. Blanca S. Bayo
October 3, 2001
Page Two

Tennessee detailing the performance measures that are necessary for special access regardless of where the service is offered (i.e., interstate tariffs, intrastate tariffs or interconnection agreements); the opening remarks given in Tennessee which provide a good executive summary of the issue; and the request recently made by TWTC to BST for a new local service. A response to this request is not due from BST until 11/5/01.

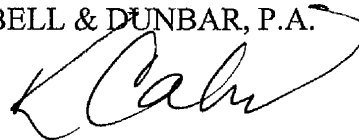
● **Ordering Issues (Applies to BST) –**

TWTC has had long-standing issues with “PF Status” on orders to BST. A request was filed at the end of last year with the FCC asking for an accelerated docket to be opened to address this issue. While the FCC denied the request for an accelerated docket, we were told in a mediation meeting that the FCC believed a formal complaint could be pursued with the information that they had reviewed. The information that was provided to the FCC is attached as Exhibit C. TWTC has not yet pursued a formal complaint due to resource constraints, but may pursue this path in the future.

Please be advised that it may be necessary for Time Warner Telecom of Florida, L.P., to bring forward additional issues. If so, we will do provide additional documentation to you as soon as practicable. If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully,

PENNINGTON, MOORE, WILKINSON,
BELL & DUNBAR, P.A.



Karen M. Camechis

KMC/ks

CERTIFICATE OF SERVICE
DOCKET NO. 011077-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing **Time Warner Telecom of Florida, L.P.'s Documentation of Anti-Competitive Behaviors and Practices of BellSouth Telecommunications, Inc.** has been served by U.S. Mail on this 3rd day of October, 2001, to the following parties of record:

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KAREN M. CAMECHIS, ESQ.

EXHIBIT A

**Time Warner Telecom of Florida, L.P.
Docket 011077-TL**

**Time Warner Telecom
Meeting with the FPSC Staff
Orlando, FL – July 19, 2001**

Strategy with Trading Partners: “Cooperate versus Litigate”

Issues:

- Performance Measures/Remedy Plan for Intrastate Special Access – all ILECs
 - Should not be penalized for chosen mode of entry
 - Premium services should have equal or better benefits
 - NY, TX and other states are considering or have ordered PMs for special access – recommend FPSC to initiate rulemaking
- PF Status – BST
 - PF before FOC – black hole
 - PF before CDDD – poor customer perception of CLEC service
 - Poor or no status of PFs
- Meetpoint – BST and Sprint
 - BST – breakdown between ACAC and IROC
 - Documented process
 - Sense of Urgency – only one phone call for escalations
- Notification process – BST
 - “Dictated” rules of the game
 - High-level outline of changes versus impact on companies
 - Example – expedite fees; collections process
- Win-back strategies – BST and Verizon
 - Appropriate investigation into win-back efforts – does retail side have any access to wholesale information
 - Example – flow-thru of construction charges on wholesale, but not on retail side; lost customer over \$75,000 of construction charges
- Predatory pricing
 - Who monitors prices offered in CSAs?
 - Example – Customer purchased 20 miles of dark fiber from BST for \$5000/month. Can we get the same deal if we are similarly-situated?
- Operational Issues – BST
 - When the ILEC makes a mistake, they ought to expedite the order and waive expedite fees.
 - Example – After giving us incorrect ACTLs, BST still stuck to standard intervals.
- BST the ALEC
 - What are the rules about BST sharing information with its CLEC operations? - Even out of BST’s territory, as a result of meetpoint arrangements, BST has a lot of knowledge about customers outside of their current serving area that other ALECs do not have.
 - Additionally, customers who have offices across the region are offered multi-state deals even though some of the offices are out of territory (i.e., Fed Ex).

EXHIBIT B

**Time Warner Telecom of Florida, L.P.
Docket 011077-TL**

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David Waddell
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VIA HAND DELIVERY

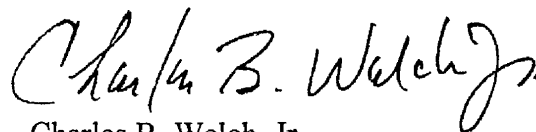
Re: *Docket to Establish Generic Performance Measures, Benchmarks and Enforcement
Mechanisms for BellSouth Telecommunications, Inc.*
Docket No. 01-00193

Dear Mr. Waddell:

Please find enclosed the original and thirteen copies of the testimony of Tim Kagele filed on behalf of Time Warner Telecom of the Mid-South, L.P. in the above-captioned proceeding. I have provided copies to all counsel of record.

Very truly yours,

**FARRIS, MATHEWS, BRANAN,
BOBANGO & HELLEN, P.L.C.**



Charles B. Welch, Jr.

CBW:lw

Enclosures

cc: Carolyn Marek

BEFORE
THE TENNESSEE REGULATORY AUTHORITY

IN RE:)
DOCKET TO ESTABLISH GENERIC)
PERFORMANCE MEASUREMENTS,) Docket No. 01-00193
BENCHMARKS AND ENFORCEMENT)
MECHANISMS FOR BELL SOUTH)
TELECOMMUNICATIONS, INC)

TESTIMONY OF TIM KAGELE
ON BEHALF OF
TIME WARNER TELECOM OF THE MID-SOUTH, L.P.

1. **Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.**
- A. My name is Tim Kagele, Vice President Carrier Relations & Interconnect Operations for Time Warner Telecom. My business address is 10475 Park Meadows Drive, Littleton, Colorado, 80124.
2. **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**
- A. The purpose of my testimony is to request that the Tennessee Regulatory Authority (TRA) incorporate equivalent high capacity Special Access services ordered from BellSouth Telecommunications, Inc.'s (BST) state and/or federal tariffs into Docket No. 00-00193, subjecting Special Access services to performance measurements, benchmarks and enforcement mechanisms. My testimony is filed on behalf of Time Warner Telecom of the Mid-South, L.P. (hereinafter "TWTC"). Additionally, TWTC requests the aforementioned Special

Access services be subjected to an approved Authority ordered remedy plan as part of this same proceeding.

3. Q. WHAT DO YOU MEAN BY SPECIAL ACCESS SERVICES?

A. Special Access services are services that are purchased out of an ILEC's federal or state tariff. For example, BST offers high capacity circuits, such as a DS1 and DS3 service, in its state and federal tariffs. These services are functionally equivalent to the unbundled network elements ("UNEs") and resold high capacity services that BST offers via its interconnection agreements or Resale tariffs. Special Access DS1 and DS3 services, UNE DS1 and DS3 and/or resale DS1 and DS3 services offer a combination of functionally equivalent, dedicated transport and loop network elements used to deliver a mixture of intrastate and interstate traffic to CLEC end user customers.

4. Q. WHY ARE SPECIAL ACCESS SERVICES IMPORTANT TO THE DEVELOPMENT OF COMPETITION?

A. Timely provisioning of Special Access services is critical to the development of robust local competition. These services provide end users with high capacity bandwidth and are designed for and utilized by BST's competitors to serve large and medium size business customers. Since BST's competitors often lack the ubiquitous network reach of BST, they must utilize a combination of their own network assets augmented by a high capacity circuit from BST to complete the link to the customer. Competitors rely upon the Special Access services, then, to complete the service to their end users instead of duplicating BST's existing network. Therefore, the use of high capacity circuits directly supports intrastate service competition.

BST remains the dominant provider of Special Access Service in Tennessee. BST is the only economically viable option for providing last mile facility to competitors' end user customers. Therefore, CLECs are just as dependent on the timely and proper provisioning by BST of Special Access services as are CLECs that purchase equivalent high capacity services on an unbundled or resale basis.

BST has different ordering arrangements that competitors must use depending on whether the high capacity circuits are ordered out of a tariff or an interconnection agreement. The processes and procedures associated with ordering Special Access have been used for many years and is well developed, but the processes for ordering unbundled or resold services are still new and competitors experience delays in provisioning. Hence, many CLECs utilize the special access ordering Access Service Request (ASR) ordering process to avoid the pitfalls of UNEs, and pay a premium over the prices paid for equivalent unbundled services.

Delays in provisioning are particularly harmful in this market segment. Large business customers are not tolerant of any unanticipated delays or problems in obtaining service. If a CLEC promises a customer service on a certain date and the date is not met because of BST's problems, the CLEC's reputation suffers irreparable harm. Receiving quality service from the ILEC, whether the CLEC orders that service out of a tariff or an interconnection agreement, is essential to the development of robust competition.

5. **Q. WHY ARE BST'S CURRENT SPECIAL ACCESS REPORTING METRICS INSUFFICIENT TO ENCOURAGE ROBUST COMPETITION?**

A. Currently, BST makes available only a handful of reporting metrics across a limited number of OSS reporting categories that capture its performance of Special Access services. To illustrate, for Special Access services, BST currently provides approximately six reporting metrics in three basic OSS reporting categories (ordering, provisioning and maintenance) while reporting numerous metrics in six OSS categories (ordering, provisioning, maintenance, billing, administrative and additional measures) for unbundled and resale services. However, TWTC has identified nineteen reporting metrics that are critical to be measured across six OSS categories (ordering, provisioning, maintenance, billing, administrative and additional measures) for Special Access services. See Exhibit A – Proposed Special Access Business Rules.

Currently, BST's Special Access reporting metrics are significantly lacking. Essential reporting of hold time performance in the ordering and maintenance centers, PF status, and billing dispute resolution is completely ignored in the current Special Access reporting metrics.

Today, any CLEC that wishes to receive Special Access reporting data for its own company may request it from BST. The data reported by BST is limited, failing to capture the critical measures that are designed to demonstrate that BST is providing quality services. TWTC believes that BST's available Special Access reporting metrics are insufficient to support a "level" playing field and to ensure robust competition when CLECs choose this mode of market entry.

6. **Q. WHY ARE CLECS THAT USE SPECIAL ACCESS SERVICES PLACED AT A COMPETITIVE DISADVANTAGE?**

- A. CLECs that use Special Access services are placed at a competitive disadvantage relative to CLECs that purchase equivalent high capacity services on a resold or unbundled basis. CLECs that purchase high capacity services on a resold or unbundled basis will have more performance data, metrics and benchmarks to measure whether they are receiving quality service, and if BST's performance is below the standards, those CLECs will have remedies and penalties to compensate them for that poor service. Therefore, BST will be incented to ensure that it complies with the metrics for resold and unbundled high capacity services, but will not have that same incentive for the equivalent services purchased by CLECs utilizing BST's tariff-based Special Access services. CLECs should not be penalized based upon their mode of entry.

TWTC has made substantial investment in plant and equipment to enable delivery of a high quality and reliable product to their end user customers. To exclude Special Access high capacity services from performance reporting requirements and a Commission ordered remedy plan effectively penalizes CLECs because of their business decision to purchase high capacity services out of a tariff instead of purchasing UNEs.

7. **Q. ARE THERE OTHER REASONS THAT THESE FUNCTIONALLY EQUIVALENT SERVICES SHOULD HAVE THE SAME PERFORMANCE METRICS AND ASSOCIATED PENALTIES APPLIED TO THEM?**

- A. Yes. The services offered are functionally equivalent, whether offered under a tariff or under an interconnection agreement. Any distinction between the Special Access services and UNEs is premised entirely on BST's unilateral regulatory decision whether to offer a particular service through its state or federal tariff or pursuant to an interconnection agreement. Without imposing metrics on the

equivalent Special Access services, BST could simply avoid metrics and remedies by assigning a particular service to the most favorable regulatory classification.

Second, BST has not identified any actual differences between equivalent high capacity Special Access facilities, unbundled facilities, and resold facilities that would justify different treatment. Exclusion of high capacity Special Access services that are used to deliver mixed traffic (intrastate and interstate) amounts to disparate treatment of CLECs choosing this mode of market entry where no apparent distinction is made for equivalent unbundled or resale services.

Moreover, inclusion of Special Access services ordered from tariffs appears to be an overlooked area of local market competition that requires immediate attention by the TRA to protect against backsliding by BST. Other state commissions, such as Minnesota and New York, have taken steps to ensure that local competition develops by beginning to review need for service standards for Special Access services. For example, due to the large number of systemic problems CLECs in the state of New York have experienced with Verizon's delivery of tariff based Special Services, CLECs have asked the New York Commission to open an investigation into Verizon's performance in this area¹. Although the New York proceeding is just getting under way, there appears to be substantial support for regulation of tariff based Special Access service in a fashion that is consistent with regulation of the incumbent provider's wholesale services. This Commission should include a similar review as part of this proceeding.

¹ NY PSC Case 00-C-2051 – *Proceeding to Investigate Methods to Improve and Maintain High Quality Special Services Performance by Verizon New York, Inc.*; and NY PSC Case 92-C-0665 – *Proceeding on Motion of the Commission to Investigate Performance Based Incentive Regulatory Plans for New York Telephone Company.*

8. Q. **HOW COULD EQUIVALENT SPECIAL ACCESS HIGH CAPACITY SERVICE BE EASILY INCORPORATED INTO PERFORMANCE MEASUREMENTS AND A REMEDY PLAN?**

A. Using the same framework for Special Access services as is used for unbundled and resold services would result in a single measurement and enforcement process being utilized to measure performance for all high capacity circuits, whether ordered as Special Access, unbundled, or resold products. Tariff based Special Access services can simply be disaggregated and reported monthly by BST along with all the other equivalent high capacity unbundled or resale services. In this way, all “wholesale” services will be measured and reported. This could be important in the future if structural separation is ordered as all wholesale services would have to be identified in that process. Including Special Access would also allow direct comparison between BST’s Special Access performance and its performance on other services like resale, interconnection trunks, and unbundled services. The TRA, as well as CLECs, would have all of the data necessary to ensure non-discriminatory treatment. The use of a process worked out by all parties over several months would be far more efficient than establishing and monitoring an entirely separate regime just for Special Access.

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

A. Yes.

Agreed

EXHIBIT A

Proposed Special Access Business Rules

(600 WCO #1 2000)
Efficient - m. 1/1/00
AD
100
Sub. to
FNL Item
Date

Title: SA-1					
Provisioning On Time Performance - Met Commitments					
Definition:					
This metric measures the Percent of Orders completed as verified by TWTC on or before the first confirmed customer desired due date, or a subsequent TWTC initiated and verified change in the order due date.					
Exclusions:					
<ul style="list-style-type: none"> • BST Test Orders • Disconnect Orders • BST Administrative orders • Record Orders • Orders that are not complete. (Orders are included in the month that they are completed) • Customer Not Ready (CNR), No Access (NA) and Lost Access (LA) only if verified by the customer. 					
Performance Standard:					
Greater Than or Equal to 96.0% within confirmed customer desired due date.					
Report Dimensions					
Report By: <ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation				
Metric Calculation Specifics					
Business Rule	The percent of orders completed on or before the BST committed (FOC) due date. Each circuit is counted as a separate order, even if multiple circuits are ordered at the same time. A requested change in order due date is communicated by a supplemental issue of the ASR ("SUPP").				
Products	<table border="1"> <tr> <td>Retail Specials:</td> <td>Special Access:</td> </tr> <tr> <td> <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx </td> <td> <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx </td> </tr> </table>	Retail Specials:	Special Access:	<ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	<ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Retail Specials:	Special Access:				
<ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	<ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 				
Calculation	<table border="1"> <tr> <td>Numerator</td> <td>Denominator</td> </tr> <tr> <td>Number of Orders where the Order completion date is on or before the customer desired due date.</td> <td>Number of orders completed for product group.</td> </tr> </table>	Numerator	Denominator	Number of Orders where the Order completion date is on or before the customer desired due date.	Number of orders completed for product group.
Numerator	Denominator				
Number of Orders where the Order completion date is on or before the customer desired due date.	Number of orders completed for product group.				

98% on time

Wanna -
Dang Later

Title:		
Average Delay Days On Missed Installation Orders (SA 2)		
Definition:		
This metric measures the average delay days for BST caused missed order due dates.		
Exclusions:		
<ul style="list-style-type: none"> • BST Test Orders • Disconnect Orders • BST Administrative orders • Record Orders • Orders that are not complete. (Orders are included in the month that they are completed) • Customer Not Ready (CNR), No Access (NA) and Lost Access (LA) only if verified by the customer. • Saturdays, Sundays, and Legal Holidays are not counted as Delay Days. 		
Performance Standard:		
Less Than or Equal to 3.0 delay days.		
Report Dimensions		
Report By:	Geography:	
<ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation	
Metric Calculation Specifics		
Business Rule	Measures the average number of days between the first FOC due date (or a subsequent customer initiated due date that was verified by the customer) and the actual work completion date as verified by the customer. Each circuit is counted as a separate order, even if multiple circuits are ordered at the same time. A requested change in order due date is communicated by a supplemental issue of the ASR ("SUPP").	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Sum of the completion date minus due date for orders missed due to BST reasons.	Number of orders missed for BST reasons.

Some

new installation
from
line

Title:		
Installation Quality (SA 3)		
Definition:		
This metric measures the percent of new TWTC circuits installed by BST where a reported trouble was found in the network within 30 days of order completion. Includes Test OK and found OK trouble disposition codes.		
Exclusions:		
<ul style="list-style-type: none"> • Troubles closed due to customer action. • Troubles reported by BST employees in the course of performing preventative maintenance, where no customer has reported a trouble. • Customer Premises Equipment (CPE) troubles verified by the customer 		
Performance Standard:		
Less than or equal to 1.0 trouble reports within 30 days per 100 circuits installed during the calendar month by product type (1% or less).		
Report Dimensions		
Report By:		Geography:
<ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 		Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation
Metric Calculation Specifics		
Business Rule	Includes trouble reports received on the same day, or the day following BST completion of TWTC's order within 30 calendar days of order completion. Data is captured by product type.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Number of trouble reports on circuits installed within 30 days of trouble report.	Total circuits installed in calendar month.

< 1.5

Agg
12/20/17

Title:
Order Confirmation Timeliness (SA 4)

Definition:
This metric measures the percentage of BST Firm Order Confirmations (FOC), that include facility checks and delivery of a Design Layout Record (DLR), within the specified timeframes.

- Exclusions:**
- BST Test Orders.
 - Weekend and holiday hours (other than flow-through):
 - Weekend hours (5:00 PM Friday to 8:00 AM Monday).
 - Holiday hours (5:00 PM of the business day preceding the holiday to 8:00 AM of the first business day following the holiday).

Performance Standard:
Firm Order Confirmation:

- Electronically submitted or Manually submitted Orders with facility check: 95% within 48 hours.

Design Layout Record:

- 5 business days regardless of Order method.

98% - 98.5%
- same

Report Dimensions

Report By:	Geography:
<ul style="list-style-type: none"> • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation

Metric Calculation Specifics

Business Rule	The amount of elapsed time in business days between BST receipt of a clean Access Service Request (ASR) and distribution of a Firm Order Confirmation (FOC), with facility check, to TWTC. Measures percentage on-time FOCs returned to TWTC, and subsequent BST delivery of DLR within 5 business days completed between the measured dates. Note: The received date is restarted for rejected orders, and for each SUPP to change address, connecting facility assignment (CFA), or anything that materially affects the design of the circuit.	
SA 4 - 01	% On Time FOC – Facility Check (Electronically or Manually submitted)	
Products	Special Access Services: <ul style="list-style-type: none"> • DSO • DS1 • DS3 • OCx 	
Calculation	Numerator	Denominator
	Number of electronic or manual ASRs confirmed with a facilities check, sent where confirmation date and time minus submission date and time is less than standard for specified product.	Total number of electronic or manual ASRs due for confirmation with a facility check.
SA 4-02	% On Time Design Layout Record (DLR)	
Products	Special Access Services: <ul style="list-style-type: none"> • Same as FOC products 	
Calculation	Numerator	Denominator
	Number of DLRs completed on or before 5 days.	Number of DLRs due in month.

Agree

WCS 03 -
Project 2300
Critic

Title:		
Percent Missed Customer Desired Due Dates (CDDD) Due to a Lack of Facilities (SA 5)		
Definition:		
This metric measures the percent of missed CDDD's due to BST placing the order in Pending Facility (PF) status.		
Exclusions:		
<ul style="list-style-type: none"> • BST Test Orders • Disconnect Orders • BST Administrative orders • Record Orders • Orders that are not complete. (Orders are included in the month that they are completed) 		
Performance Standard:		
TBD		
Report Dimensions		
Report By:	Geography: State	
<ul style="list-style-type: none"> • TWTC Specific 		
Metric Calculation Specifics		
Business Rule	The Percent of total monthly Orders that are placed in PF status as a result of no BST facilities. An order that receives a jeopardy code associated with PF status that results in a missed CDDD.	
Products	Retail Specials: <ul style="list-style-type: none"> • • 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx (included in DS3 measure)
Calculation	Numerator	Denominator
	Number of FOC'd or dispatched orders placed in PF status due to lack of BST facilities that result in a missed CDDD.	Number of FOC'd or dispatched orders completed for the product group.

Denominator
39075
does
begin
FOC
due
just

WCOM -
MTR

Title:		
Trouble Duration Intervals (SA 6)		
Definition:		
This metric measures trouble duration intervals. Mean Time to Repair: (MTTR) measures the average duration time from trouble receipt to trouble clearance. It includes Test-OK and Found-OK. Measured on a running clock basis, but excludes customer validated no access time.		
Exclusions:		
<ul style="list-style-type: none"> • Subsequent reports (additional customer calls while the trouble is pending) • Customer Premises Equipment (CPE) troubles • Troubles closed due to customer action. • Troubles reported by BST employees in the course of performing preventative maintenance, where no customer reported a trouble. 		
Performance Standard:		
For DSO and DS1 products, MTTR is:		
<ul style="list-style-type: none"> • Not to exceed 3 hours. 		
For DS3 and OCx, MTTR is:		
<ul style="list-style-type: none"> • Not to exceed 1 hour. 		
Report Dimensions		
Report By:	Geography:	
<ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation	
Metric Calculation Specifics		
Business Rule	The restoral interval for resolution of TWTC requested maintenance and repair is the elapsed time, measured in hours and tenths of hours, measured from TWTC's submission of a customer trouble to BST, regardless of the ultimate resolution of the trouble, to the time BST confirms trouble resolution with TWTC. The elapsed time is accumulated by service type and trouble disposition code for the reporting period. The accumulated time is divided by the count of maintenance tickets reported as resolved by BST (by service type and trouble type) during the period.	
Products	Retail Specials:	Special Access:
	<ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	<ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Sum of trouble clear date and time minus trouble receipt date and time for product group	Number of trouble reports for product group.

NTE 2 hrs

same

integrated

Title:		
Reject/Query Timeliness (SA 7)		
Definition:		
Reject/Query Timeliness measures the time from BST receipt of TWTC ASR to the return of a reject/order clarification.		
Exclusions:		
<ul style="list-style-type: none">• BST Test Orders• Duplicate Rejects/Queries – Rejects/Queries issued against a unique PON (PON + Version Number + Carrier Id), identical and subsequent to the first reject/query.• Weekend and holiday hours (other than flow-through):• Weekend hours (5:00 PM Friday to 8:00 AM Monday).• Holiday hours (5:00 PM of the business day preceding the holiday to 8:00 AM of the first business day following the holiday).		
Performance Standard:		
Electronically or Manually Submitted Orders: 95% within 24 hours.		
Report Dimensions		
Report By: <ul style="list-style-type: none">• CLEC or Carrier Aggregate• TWTC Specific• BSE Affiliate Aggregate		Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation
Metric Calculation Specifics		
Business Rule	The amount of elapsed time (in hours and minutes) between receipt of an ASR and distribution of an ASR reject/query.	
Products	Special Access: <ul style="list-style-type: none">• DS0• DS1• DS3• OCx	
Calculation	Numerator	Denominator
	Number of electronic or faxed rejects/queries sent where reject date and time minus the submission date and time is within the standard for the specified product.	Total number of ASRs electronically or faxed submitted rejected/queried for a specified product.

Erin

*EW Comm -
Arr. Instructions*

Title:
Completed within Specified Interval (SA 8)

Definition:
 For Specials orders, the percent of orders completed in specified number (by metric) of business days as specified, between application and work completion dates. The application date is the date (day zero (0)) that a valid service request (ASR) is received. If TWTC order is faxed, application date is business next day.

- Exclusions:**
- BST Test Orders.
 - Disconnect Orders.
 - Orders where customers request a due date that is beyond the standard published product installation interval.
 - BST Administrative orders.
 - Orders with invalid intervals (Negative Intervals or intervals over 200 business days – indicative of typographical error).
 - Orders that are not complete. (Orders are included in the month that they are complete).
 - Orders completed late due to any verified end user or TWTC caused delay.

Performance Standard:
 DS0 = 6 days, DS1 = 9 days, DS3 = 20 days, OCx = to be determined.

n/a

Report Dimensions

Report By: <ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation
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Metric Calculation Specifics

Business Rule	The percentage of orders completed within the specified interval is determined by first counting, for each reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed (within each sub-metric category) within the published or specified order interval.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx

Sub-Metrics

SA 8 - DS0	% Completed in six (6) Days (one (1) to –twenty-four (24) circuits – Voice Grade & Digital Data)	
Calculation	Numerator	Denominator
	Count of Specials orders with one (1) to five (24) circuits where completion date less application date is six (6) or fewer days.	Count of Specials orders with one (1) to five (24) circuits

SA 8 - DS1	% Completed in nine (9) Days (one (1) to –eight (8) Systems – DS1)	
Calculation	Numerator	Denominator
	Count of Special orders with one (1) to eight (8) systems where completion date less application date is nine (9) or fewer days.	Count of Special orders with one (1) to eight (8) systems.
SA 8 - DS3	% Completed in twenty (20) Days (one (1) to –four (4) Systems – DS3)	
Calculation	Numerator	Denominator
	Count of Special orders with one (1) to four (4) systems where completion date less application date is twenty (20) or fewer days.	Count of Special orders with one (1) to four (4) systems.

5/20/11

WCOM -
SOC Receipt Post Date

Title:

Open Orders in Pending Facility (PF) Status (SA 9)

Definition:

This metric measures the average time to resolve the number of open orders that are held in PF status at the close of the reporting period.

An **open order** is a valid order that has not been completed and has been placed in PF status. Open orders in PF status include:

1. open orders that have passed the original CDDD due to BST placing the order in PF status reasons; and
2. open orders that have not been assigned a completion date due to BST placing the order in PF status reasons.

Exclusions:

- BST Test Orders.
- Disconnect Orders.
- BST Administrative Orders.
- Orders that are complete or cancelled before the due date.
- Orders that have passed the committed completion date, or whose completion has been delayed, due to TWTC or end user delay.
- Orders that at the request of TWTC or BST Retail customer have not been assigned a completion date.

Performance Standard:

TBD

Report Dimensions

Report By: • TWTC Specific	Geography: State
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Metric Calculation Specifics

Business Rule	Measurement of the average resolution interval for open PF status orders that have missed their original CDDD unless a subsequent change of due date is requested and verified by TWTC (via SUPP to the ASR for TWTC). Measurement of the average resolution interval for open PF status orders that have not been assigned a completion date due to BST reasons will commence with the PF status application date (PF status application date = Day 0).
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Products	Retail Specials: •	Special Access: • DS0 • DS1 • DS3 • OCx (Included with DS3 measurement)
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Calculation	Numerator:	Denominator:
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	Sum of PF status completion dates, minus the open PF status order application date in the reporting period.	Total number of PF status orders in the reporting period.
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George

Title:		
% Jeopardies (SA 10)		
Definition:		
This metric measures the percentage of orders with missed due dates that receive jeopardy notices on or before the order due date.		
Exclusions:		
<ul style="list-style-type: none">• BST Test Orders• Disconnect Orders.• BST Administrative orders.• Orders that are not complete or cancelled.		
Performance Standard:		
Jeopardy Status Notification:		
BST should provide notice of a missed committed due date and a reason for the miss as soon as it has knowledge that the due date will be missed.		
For 100% of missed committed due dates, notice, a reason for the missed date, and an expected completion date received as soon as BST has knowledge that the due date will be missed, but no later than close of business on due date.		
Report Dimensions		
Report By:	Geography:	
<ul style="list-style-type: none">• BST Retail• CLEC or Carrier Aggregate• TWTC Specific• BSE Affiliate Aggregate	Intra LATA Services: Current regional levels of disaggregation	
Breakdown by Reason Code:	Exchange Access Services: Current regional levels of disaggregation	
<ul style="list-style-type: none">• No Exclusions		
Metric Calculation Specifics		
Business Rule	Percent jeopardies is the percentage of total orders processed for which BST notifies TWTC that the work will not be completed as committed in the original FOC. The measurement result is derived by dividing the count of jeopardy notices that BST issues to TWTC, by the count of FOCs returned by BST during the identical reporting period.	
Products	Retail Specials: <ul style="list-style-type: none">• DS0• DS1• DS3• OCx	Special Access: <ul style="list-style-type: none">• DS0• DS1• DS3• OCx
Calculation	Numerator:	Denominator:
	Number of missed committed due dates where notice received on or before the due date.	Number of missed committed due dates.

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Faulstich

Title:		
Customer Trouble Report Rate (SA 11)		
Definition:		
<p>This metric measures the total initial customer direct or referred troubles reported, where the trouble disposition was found to be in the network or a trouble condition was not found (Found OK and Test OK), per 100 circuits in service.</p> <p>Subsequent Reports: Additional customer trouble calls while an existing trouble report is pending – typically for status or to change or update information, will be permitted but will not be counted against the initial trouble report.</p>		
Exclusions:		
<ul style="list-style-type: none"> • Troubles reported on BST official (administrative) lines. • Troubles closed due to customer action. • Troubles reported by BST employees in the course of performing preventative maintenance, where no customer has reported a trouble • Customer Premises Equipment (CPE) troubles • Subsequent trouble reports while the initial trouble report is pending. 		
Performance Standard:		
Not greater than 1.0 trouble reports per 100 circuits (1% CTRR).		
Report Dimensions		
Report By: <ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation	
Metric Calculation Specifics		
Business Rule	TWTC and BST repair reports are entered into and tracked via BST WFA (work force administration). Repair reports are downloaded nightly into BST TMS (trouble management system). Reports are counted in the month they post to BST TMS.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Number of all trouble reports with found network troubles or not-found troubles.	Number of circuits in service.

1090

Agree
 Wain -
 Sam

Title:		
Repeat Trouble Reports (SA 12)		
Definition:		
<p>This metric measures the percent of troubles cleared that have an additional trouble reported/cleared within 30 days for which a network trouble is found. A repeat trouble report is defined as a trouble on the same circuit as a previous trouble report that occurred within the last 30 calendar days of the previous trouble. Any trouble, regardless of the original Disposition Code, that repeats will be classified as a repeat report.</p> <p>The identification of a repeat report and the scoring (number of days since original report) is based on the Close Date of the original report (often referred to as the "OR") to the Close Date of the repeater.</p>		
Exclusions:		
<ul style="list-style-type: none"> • Troubles reported by BST employees in the course of performing preventative maintenance, where no customer has reported a trouble. • Excluded from the repeat reports are: subsequent reports (additional customer calls while the trouble is pending). • Customer Premises Equipment (CPE) troubles when verified by the customer. • Troubles reported but not found (Found OK and Test OK). • Troubles closed due to customer actions. 		
Performance Standard:		
<ul style="list-style-type: none"> • Not to exceed 3.5% by product type. 		
Report Dimensions		
Report By: <ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 		Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation
Metric Calculation Specifics		
Business Rule	Includes customer trouble reports (by product type) received within 30 calendar days of an original customer report. When the second report is received in 30 days, the original report is marked as an original of a repeat report, and the second report is marked as a repeat. If a third report is received within 30 days, the second report is marked as an original of a repeat report as well as being a repeat, and the third report is marked as a repeat. In this instance, there would be 2 repeat reports.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Number of troubles by product type that had previous troubles closed within the last 30 days.	Number of troubles by product type reported within the calendar month.

690

Title:		
OSS Interface Availability (SA 13)		
Definition:		
This metric measures the percent of time OSS interface is available compared to scheduled availability.		
Exclusions:		
<ul style="list-style-type: none"> • Hours of BST pre-scheduled interface downtime. • TWTC interface equipment problems. 		
Performance Standard:		
<ul style="list-style-type: none"> • 99.5% interface availability during scheduled hours. 		
Report Dimensions		
Report By:		Geography:
<ul style="list-style-type: none"> • BST Retail (If analog applies) • TWTC Specific • BSE Affiliate Aggregate • CLEC or Carrier Aggregate 		<ul style="list-style-type: none"> • Statewide
Metric Calculation Specifics		
Business Rule	The total "number of hours functionality to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which BST plans to offer and support TWTC access to EDI and/or NDM. "Hours functionality is available" is the actual number of hours, during scheduled available time, that BST interface is capable of accepting or receiving TWTC transactions or data files for processing.	
Products	Retail Specials: <ul style="list-style-type: none"> • By interface type 	Special Access: <ul style="list-style-type: none"> • By interface type (i.e. EDI and/or NDM) for ASRs and CABS
Calculation	Numerator	Denominator
	Number of Scheduled Interface Available Hours, minus the Number of Unscheduled Interface Unavailable Hours	Scheduled Interface Available Hours, times 100.

Diagrams

Title:		
Average Completion Interval (SA 14)		
Definition:		
This metric measures the average business days from receipt of a valid, error-free ASR to the completion date in BST service order system for new, move, or change orders.		
Exclusions:		
<ul style="list-style-type: none"> • Customer requested due dates beyond interval offered. • Orders delayed for customer reasons. • Customer premises equipment (CPE) troubles when verified by the customer. • BST Test Orders. 		
Performance Standard:		
<ul style="list-style-type: none"> • Diagnostic 		
Report Dimensions		
Report By:		Geography:
<ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 		Intra LATA Services: To be determined. Exchange Access Services: To be determined.
Metric Calculation Specifics		
Business Rule	The clock starts on the date a valid ASR is received and stops on the date that BST returns completion notice to TWTC. Orders are included in the month they are completed.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Total business days from receipt of valid, error-free service request to completion date in BST service order system for new, move, or change orders.	Total new, move, or change orders within the calendar month.

Title:		
Missed Repair Commitments (SA 15)		
Definition:		
This metric measures the percentage of trouble reports not cleared by the commitment time due to BST reasons. The commitment time is defined in hours. A repair commitment shall be deemed missed when the clear date and time (in hours) exceeds the BST commitment to repair the trouble. Reports are counted the month they are closed.		
Exclusions:		
<ul style="list-style-type: none"> • Troubles reported by BST employees in the course of performing preventative maintenance, where no customer has reported a trouble. • Excluded from the missed repair commitments are: subsequent reports (additional customer calls while the trouble is pending). • Customer Premises Equipment (CPE) troubles when verified by the customer. • Troubles reported but not found (Found OK and Test OK). • Troubles closed due to customer actions. 		
Performance Standard:		
<ul style="list-style-type: none"> • 95% or better within the committed repair time. 		
Report Dimensions		
Report By: <ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation	
Metric Calculation Specifics		
Business Rule	The commitment time is defined in hours. If the cleared date and time minus the receive date and time is greater than the committed repair time, it counts as a trouble report that missed the repair commitment. Reports are counted in the month they are closed.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Number of trouble reports not cleared by the commitment time for BST reasons.	Total trouble reports reported within the calendar month, times 100.

Approved

Title:

Out of Service > 24 Hours (SA 16)

Definition:

This metric measures the percent of troubles cleared in excess of 24 hours for troubles reporting Out of Service (OOS) which includes no dial tone, cannot be called, or cannot call out. The clock begins when the original trouble report is created in the BST trouble management system and the trouble is counted if the time exceeds 24 hours.

Exclusions:

- Trouble reports with OOS duration of less than 24 hours.
- Troubles reported by BST employees in the course of performing preventative maintenance, where no customer has reported a trouble.
- Excluded from the OOS reports are: subsequent reports (additional customer calls while the trouble is pending).
- Customer Premises Equipment (CPE) troubles when verified by the customer.
- TWTC equipment problems.
- Troubles reported but not found (Found OK and Test OK).
- Troubles closed due to customer actions.

Performance Standard:

- 1% or less of reported circuit troubles each month out of service greater than 24 hours.

Report Dimensions

Report By: <ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • TWTC Specific • BSE Affiliate Aggregate 	Geography: Intra LATA Services: Current regional levels of disaggregation Exchange Access Services: Current regional levels of disaggregation
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Metric Calculation Specifics

Business Rule	The close date and time minus the receive date and time must be greater than 0 and less than 24 hours for it to count as a trouble report that was cleared in less than 24 hours.	
Products	Retail Specials: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx 	Special Access: <ul style="list-style-type: none"> • DS0 • DS1 • DS3 • OCx
Calculation	Numerator	Denominator
	Number of circuit troubles reported each month that are not corrected within 24 hours.	Total number of circuit troubles reported within the calendar month, times 100.

Title:		
Speed of Telephone Answering (SA 17)		
Definition:		
This metric measures the average time it takes to reach a live "agent" for the aggregate of telephone calls placed to a BST work center each month.		
Exclusions:		
<ul style="list-style-type: none"> • None. 		
Performance Standard:		
<ul style="list-style-type: none"> • Not to exceed a 3 minute average for each BST work center per month. 		
Report Dimensions		
Report By:	Geography: Statewide	
<ul style="list-style-type: none"> • BST Retail • CLEC or Carrier Aggregate • BSE Affiliate Aggregate 	<ul style="list-style-type: none"> • ACAC (Access Carrier Account Center) • LISC (Local Interconnection Service Center) 	
Metric Calculation Specifics		
Business Rule	Measured by individual ACD queue, if applicable, including ACD or warm transfer time to a live "agent" in each BST work center.	
Products		
Calculation	Numerator	Denominator
	Sum of the date and time for live "agent" call answer, minus date and time of call receipt.	Total calls answered by work center within the calendar month.

Title:		
Timeliness of Dispute Resolution (SA 18)		
Definition:		
This metric measures the length of time to resolve a billing dispute formally presented to BellSouth using the BAR process.		
Exclusions:		
<ul style="list-style-type: none"> Disputes submitted or initiated to BellSouth outside of the BAR process. 		
Performance Standard:		
<ul style="list-style-type: none"> 90% resolved within 30 calendar days 100% resolved within 45 calendar days If BellSouth does not resolve after 60 calendar days, the dispute is automatically resolved in initiator's favor. 		
Report Dimensions		
Report By:		Billing System Interface Type: CABS
<ul style="list-style-type: none"> CLEC or Carrier Aggregate TWTC Specific BSE Affiliate Aggregate 		<ul style="list-style-type: none"> Monthly recurring. Monthly non-recurring. Monthly fractional Adjustments Late Payment Charges Taxes/surcharges
Metric Calculation Specifics		
Business Rule	Initiator of dispute is responsible for providing a contact to confirm resolution of dispute. Automatic dispute resolution after 60 days is contingent upon BellSouth acknowledged 90% dispute accuracy rate of initiator for previous three reporting periods starting the date the dispute becomes sixty days old. On the 90 th day, BellSouth would be required to credit the amount of the dispute back to the date of initiation. A Reporting Period is defined as 30 calendar days. Disputes on all billed rate elements and types of charges, including recurring, fractional, non-recurring, late payment, and tax, are included.	
Products:		Special Access: <ul style="list-style-type: none"> DS0 DS1 DS3 Ocx Collocation SS7 E911
Calculation:	Numerator	Denominator
	Number of disputes resolved by BellSouth during a reporting period.	Total number of disputes submitted within a reporting period.

open

Title:		
Invoice Accuracy (SA 19)		
Definition:		
This metric measures the percentage of the total bill amount that is not adjusted by correcting service orders or adjustments for the month.		
Exclusions:		
<ul style="list-style-type: none"> Excludes late charges resulting from mandated billing changes. 		
Performance Standard:		
<ul style="list-style-type: none"> 95% accurate special services bills. 		
Report Dimensions		
Report By:		Billing System Interface Type: CABS
<ul style="list-style-type: none"> BST Retail (if analog applies) CLEC or Carrier Aggregate TWTC Specific BSE Affiliate Aggregate 		<ul style="list-style-type: none"> Monthly recurring. Monthly non-recurring. Usage Element.
Metric Calculation Specifics		
Business Rule	To ensure that all monthly bills sent to TWTC are rated accurately according to the billing tables. This is performed by extracting recurring, non-recurring, & usage elements from the CABS billing system and comparing the billed elements to expected results. For all validations performed, the number of elements that have been released prior to correction are counted as an error against the total elements audited.	
Products	Retail Specials: <ul style="list-style-type: none"> DS0 DS1 DS3 OCx 	Special Access: <ul style="list-style-type: none"> DS0 DS1 DS3 OCx
Calculation	Numerator	Denominator
	Total monies billed without corrections in the reporting period.	Total monies billed in the reporting period, times 100.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by placing same in U.S. Mail, postage prepaid, this the 16th day of July, 2001, upon the following:

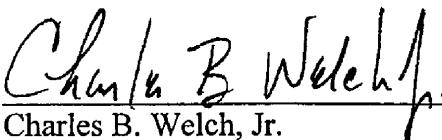
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Charles B. Welch, Jr.

Opening Remarks for TRA Performance Measures Hearing – TWTC

Good morning/afternoon, Directors. My name is Tim Kagele and I am the Vice President of Carrier Relations & Interconnect Operations for Time Warner Telecom. My responsibilities include overall strategic management of Time Warner's ILEC trading partners, negotiation for interconnection agreements, and negotiation of performance measures and remedy plans.

As you may be aware, Time Warner is national facilities-based CLEC operating in over 40 markets. Time Warner has invested in, and deployed its own switching and fiber optics infrastructure to enable it to serve primarily medium and large size business customers. We provision the majority of product offerings using our own network to deliver service to our end user customers. There are however, occasions where my company must rely on BellSouth's embedded facilities for the "last mile" loop into various buildings or geographic locations in order to serve our end user customers. In these instances, Time Warner has chosen to purchase high capacity services such as DS1s and DS3s from BellSouth's special access tariff, rather than purchase equivalent unbundled or resold high capacity circuits through our interconnection agreement. In this regard, Time Warner appreciates the opportunity to discuss three key points that address the need for a comprehensive set of performance measures, and a corresponding self-effectuating remedy plan that include tariff based, special access services purchased from BellSouth.

First, when Tennessee (and the US Congress) opened up the local exchange market to competition, the only method available to facilities-based CLECs needing to

supplement their own network on day one, was special access. Unbundled services were just being developed along with the procedures for ordering, provisioning, and maintaining them. But special access was already available for purchase through BellSouth's tariffs, and the back office systems were already in place to support delivery of these products. In fact, Time Warner was the first CLEC to negotiate an interconnection agreement with BellSouth in June 1996. The only ordering mechanism available at the time and offered in the interconnection agreement was the Access Service Request or "ASR" – the Local Service Request or "LSR" had not even been invented yet!

Rather than waste time, and potentially slow speed to market, some CLECs, including Time Warner, chose to purchase special access service over that of UNEs because of the problems BellSouth has had in being able to timely provision UNEs. Delays in turning up service, especially with the medium and large business segment, can damage a CLEC's reputation with those customers from the very beginning. Provisioning intervals are also typically longer for UNE loops vs. for special access circuits even though UNE loops and special access circuits often use the exact same facilities.

The ordering and provisioning processes in place for special access are established; however, the "well-developed" processes and procedures I mentioned in my testimony were developed by the industry, not by BellSouth; and just because they are available doesn't mean that BellSouth is actually performing well. To the contrary, the reason that Time Warner is actively seeking performance measures and remedies for special access is because of the poor service being provided by BellSouth. CLECs actually pay a premium of about 10% more to purchase special access service over that of

equivalent unbundled high capacity service purchased through an interconnection agreement. One would expect better service from BellSouth as a result of the price premium, not less.

A second area that Time Warner wishes to discuss concerns the availability of metrics that capture BellSouth's actual delivery of special access service, and a system of self-effectuating remedies that can serve as an incentive for BellSouth to permanently correct its poor service delivery. Today, BellSouth offers numerous performance metrics that capture information regarding service delivery for UNE and resold services as part of their standard interconnection template. There are at least 60 separate metrics that address service quality, and some states like Georgia, have ordered even more metrics and sub-metrics. Contrast the availability of UNE and resale performance metrics with those currently available for special access, and no meaningful comparison can be made. For instance, BellSouth captures data and reports its performance on special access for eight metrics. However, critical areas of BellSouth's service delivery, like the length of time orders are held in pending facilities (PF) status, is being overlooked. In addition, even though BellSouth reports performance on eight different special access metrics, they only offer two performance measures as part of their tariff, the Service Installation Guarantee (SIG), and the Service Assurance Warranty (SAW) that have associated remedies to help compensate their customers for sub-standard service delivery. BellSouth argues that if they are to have more performance standards for special access, then they would have to lengthen the intervals to provision the circuits, assumedly so that they could always meet the published intervals. Performance measures are supposed to improve BellSouth's service, not give them an excuse to offer deteriorated service.

The third and final point TWTC wishes to make concerns special access remedies. As I mentioned earlier, BellSouth currently has the SIG and SAW metrics that have associated remedies as part of their tariff. However, these remedies are ineffective for two reasons. First, there is no escalation of the remedy amounts for continued failed service delivery by BellSouth comparable to the escalations in their SEEM plan for local services. Secondly, the remedy amounts do not provide sufficient incentives to BellSouth to permanently correct problems with poor service delivery. In other words, paying remedies becomes an acceptable cost of doing business while they continue to deliver poor service. Time Warner believes that the remedy plan proposed by the TRA in the baseline recommendation would be the appropriate remedy plan for the performance measures for special access.

Currently, special access is offered in BellSouth's federal and state tariffs. We believe that the FCC is planning on opening a docket to address performance measures, but certain states such as Texas and New York have taken the lead on this issue, understanding the importance of supporting the surviving CLECs and the need for comparable performance measures for all wholesale services. Time Warner believes it is also important for the TRA to take action on this issue by ordering performance measures and a remedy plan for special access or by ordering BellSouth to offer special access as a local network element. If the latter recommendation is adopted, then the performance measures developed for UNEs in this docket would apply.

Direct performance comparisons for BellSouth's delivery of high capacity special access service to that of equivalent UNE or resold high capacity services is essential if the potential for disparate treatment is to be discouraged. CLECs that choose to purchase

special access service as a wholesale service should not be penalized for their choice of entry.

In closing, either BellSouth should be ordered to offer comprehensive and meaningful performance measures for special access, or there should be a special access product in the interconnection product line that could take advantage of the existing performance measures for local services. Carriers who purchase special access from BellSouth to supplement their network and ultimately to offer a finished service to their end users are purchasing a wholesale service. This Authority should not allow BellSouth to set the classifications for essential services that CLECs use to offer local exchange service. Indeed, any service that is purchased by a CLEC from BellSouth that is used in a wholesale fashion – be it special access, UNEs or resold service - should be subject to performance measures and remedies.

This concludes my summary.

Marek, Carolyn

From: Marek, Carolyn
Sent: Monday, September 24, 2001 2:28 PM
To: 'Greg.Harcrow@bridge.bellsouth.com'
Cc: 'Patrick.Finlen@bellsouth.com'; 'cbw@farris-law.com'; Kagele, Tim; Hale, Libby; Mitchel, Dolores
Subject: BFR
Importance: High

Pursuant to Attachment 9 of the Interconnection Agreement (ICA) between BST and TWTC, please consider this TWTC's request for a new local network element. TWTC requests that BST provide a local product that is technically exactly the same as special access, ordered in exactly the same manner (on an ASR), is priced exactly as it is in the federal tariff, but is afforded, at a minimum, the same performance measurements and remedies as the other unbundled network elements. Given that TWTC purchases special access on a wholesale basis to provision local exchange service to our end user customers, the current classification of "special access" is no longer appropriate to meet our business needs. I look forward to BST's prompt response to this request, but no later than 11/5/01 as provided for in the ICA. Thank-you in advance for your support,

Carolyn Marek
Time Warner Telecom
Vice-President Regulatory Affairs - Mid-Atlantic Region
(615)376-6404

EXHIBIT C

**Time Warner Telecom of Florida, L.P.
Docket 011077-TL**

WILLKIE FARR & GALLAGHER

Three Emory Court
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VIA HAND DELIVERY

May 11, 2001

Mr. Frank G. Lamancusa
Mr. Christopher N. Olsen
Market Disputes Resolution Division
Enforcement Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: Potential Accelerated Docket Matter -- Time Warner Telecom v BellSouth
Telecommunications, Inc.

Dear Messrs. Lamancusa and Olsen:

On April 18, 2001, your office requested that BellSouth Telecommunications, Inc. ("BST") provide certain additional information to Time Warner Telecom ("TWTC") to follow up on the pre-complaint mediation conference that took place in the above-referenced matter on April 17, 2001. On April 27, 2001, BST responded to the Commission's request; that response clarified certain details regarding BST's provisioning and repair processes as well as its reporting practices. With regard to those claims that TWTC has been able to clarify, and consistent with the timetable set forth in the Commission's April 18, 2001 letter, TWTC hereby supplements its request for Accelerated Docket consideration. Specifically, TWTC details (1) why BST's existing FCC Tariff No. 1 is unreasonable; and (2) even taking that tariff "as is," how BST has failed to meet its current obligations. At the same time, because BST's response failed to fully respond to two questions posed by the Commission and also raised several other issues, TWTC has been unable to formally supplement its request for Accelerated Docket treatment with regard to several other potential claims. In hopes of determining the propriety of those potential claims, TWTC seeks further clarification of certain issues. TWTC believes that further clarification of these issues will help it reach a negotiated agreement with BST regarding the terms and conditions of BST's special access service. This information will also assist the Commission in its attempt to mediate the differences between TWTC and BST. Finally, TWTC responds to the Commission's request that TWTC describe how it calculates mean time to restore, including what it considers to be valid "stop" time.

Washington DC
New York
Paris
London

OCT 03 2001

I. BST's Current FCC Tariff No. 1 Is Unjust And Unreasonable In Violation Of Section 201(b) And Likely Results In Unreasonable Discrimination In Violation Of Section 202(a).

Section 201(b) of the Act requires that “[a]ll . . . practices . . . for and in connection with [interstate communications], shall be just and reasonable, and any such . . . practice . . . that is unjust or unreasonable is . . . unlawful” 47 U.S.C. § 201(b). Section 202(a) prohibits “unjust or unreasonable discrimination” in the practices, facilities provided by, or services of a regulated common carrier and precludes a carrier from exercising any “undue or unreasonable prejudice or disadvantage” against any person or class of persons. *Id.* § 202(a). As the Commission has recognized, some of the largest purchasers of special access are new entrants such as TWTC. Because TWTC is a competitor for these services, BST has an incentive to discriminate against TWTC, including slow-rolling its special access installations in hopes of tarnishing TWTC’s reputation with its end users. Absent standard intervals, reporting requirements, and meaningful penalties in BST’s tariff governing the provisioning of special access circuits, BST also has the ability to discriminate against TWTC with little risk of detection. Not only do these deficiencies in the tariff make it more likely that BST will act upon its incentives and discriminate against TWTC in violation of Section 202(a), but they also render the tariff patently unreasonable under Section 201(b).

Service Intervals. In its March 14, 2001 letter, BST indicated that its *Guide to Interconnection* cannot and does not alter the terms of its tariff. Rather, BST’s “tariff is the sole instrument that governs the provision of its access services.” Letter from Whit Jordan, BST, to Frank Lamancusa, FCC, at 5 (3/14/01) (“BST March 14 Letter”). Yet in response to the Commission’s request that BST provide copies of its tariff provisions that set forth standard service intervals for the provisioning of DS0, DS1, and DS3 circuits, BST responded by quoting Section 5.1.1 of its FCC Tariff No. 1, which states that service “intervals will be established in accordance with published service date interval guidelines,” and attaching excerpts from its *Guide to Interconnection*. Letter from Whit Jordan, BST, to Frank Lamancusa, FCC, at 4 (4/27/01) (“BST April 27 Letter”).

First, BST’s tariff does not explicitly reference the standard intervals included in its *Guide to Interconnection*. By including its standard intervals in a separate document that need not be submitted to the Commission and is not subject to approval when modified, BST retains the ability to unilaterally change these intervals without notice to the Commission or to CLECs. In addition, it would appear that BST also retains the ability to unilaterally alter its software systems and databases, such that they would no longer “automatically” return standard intervals for DS0 and DS1 circuits, as BST claims they do now. BST’s ability to unilaterally change its ostensibly binding intervals under the tariff without notice to competitors is unreasonable and facilitates BST’s ability to unreasonably discriminate against TWTC without detection.

Second, as discussed in more detail below, a substantial number of TWTC’s orders are classified as “CY,” or pending facilities. Although TWTC seeks clarification below as to whether the CY code applies only when a FOC has not been issued, for purposes of this discussion, TWTC assumes that this is the case. Given that assumption, for those orders coded

CY, it appears that the *Guide to Interconnection* contains *no standards whatsoever* unless and until a FOC is issued for a specific order. Nor do any performance criteria apply. Even assuming that the *Guide to Interconnection* is binding -- which is not clear given BST's earlier statements -- BST is still not obligated to provide a circuit classified as CY *at any time* under the current tariff, prior to the issuance of a FOC for that order.¹ As the Commission has held in the context of Section 271 orders, wholesale customers must have nondiscriminatory access to due dates in order to compete on an equal footing with the incumbent. BST's apparent claim that it has complete freedom under its tariff to disregard the due date requested by the wholesale customer and replace it with BST's preferred due date -- or no due date at all -- violates this principle and is patently unreasonable. In any event, TWTC has no assurances that these CY orders will be processed within any interval -- let alone a reasonable one -- and BST suffers no consequences if those orders are not processed in a timely manner. The fact that a substantial number of TWTC's orders are coded CY and are thus not governed by standard intervals further illustrates the unreasonableness of BST's tariff and its ability to discriminate against TWTC with impunity.

Third, the manner in which BST has set forth its service intervals is ambiguous. As noted, BST states that it offers standard 5 and 8 day intervals for DS1 special access circuits and a standard 6 day interval for DS0 circuits under its *Guide to Interconnection*. In its April 27, 2001 letter, BST appended sections of the *Guide* that describe the Common Access Front End ("CAFE") system, which interfaces with BST's Facility Availability System and allows a customer to determine whether a given end user location qualifies for the 5 or 8 business day standard interval. BST April 27 Letter, Attachment 6-2 at page 9 of 33. According to that *Guide*, "[e]ffective November 28, 2000, the service date for non-project BellSouth SPA DS1 will be a standard interval of 5-business days . . . for customer locations found in the Facility Availability System (FAS) database; and 8-business days in all other customer locations where facilities are confirmed available. *If the customer location requested is not eligible for a 5-business day interval, an assessment will be made and the best available service date will be communicated via the FOC.*" *Id.* at page 10 of 33 (emphasis added). Another section of the attachment states BST's policy slightly differently, noting that if the CAFE/FAS "system response indicates that a 5-business day interval is not available then this location is *eligible* for an 8-business day interval, *if facilities are confirmed available when the ASR is processed.*" *Id.* at page 9 of 33 (emphasis added). Although the *Guide* appears to bind BST to a 5 day service interval for certain orders, it does not appear to bind BST with regard to the 8 day interval. In fact, by stating that "an assessment will be made [for orders that do not qualify for the 5 day interval] and the best available service date will be communicated [for those orders] via the FOC," the *Guide to Interconnection* appears simply to incorporate BST's standard practice of committing to whatever date it returns on the FOC. Thus, contrary to the plain language of BST's tariff and its representations during the April 17, 2001 meeting, it appears that the only

¹ A similar problem arises when BST's database reports a "false negative," *i.e.*, the database indicates that facilities are not available, when they in fact are available. It is not clear how often this situation occurs or when, if ever, it would come to BST's or TWTC's attention.

standard interval to which BST is bound is the 5 day interval for customer locations found in the FAS database.² In all events, the absence of clear guidelines as to the application of BST's 8 day interval makes it impossible for competitors such as TWTC to determine which, if any, standards apply to a given order, further highlighting the unreasonableness of BST's tariff and facilitating its ability to unreasonably discriminate against its competitors.

Return of FOCs. As BST construes its tariff, it is under no obligation to provide FOCs within a reasonable period of time. BST specifically states in its letter that it is not bound by any performance benchmark for the timely provision of FOCs (including the 48 hour timeframe set forth in the *Guide to Interconnection*). BST March 14 Letter at 5. But this again leaves TWTC at an unreasonable disadvantage by preventing it from providing prompt and accurate information to its end user customers as to the provisioning date. The absence of any standards governing the return of FOCs in BST's tariff is unreasonable and likely allows BST to unreasonably discriminate against TWTC.

Return of DLRs. Equally unreasonable, BST claims that it is bound only to provide Design Layout Reports as of the DLR Date -- the date that BST chooses to provide in the FOC. BST claims that it is not under any obligation to ensure that DLRs are delivered before the installation date. But the central point of a DLR is to inform the customer where to connect facilities and conduct circuit testing prior to installation. Because DLRs are essentially useless after installation, it is unreasonable to permit BST to provide them after installation without any consequence.

Orders in PF Status Prior to Issuance of a FOC. The absence of any obligation to provide data on orders in PF status before a FOC has been issued such that wholesale customers can track the progress of orders is unjust, unreasonable, and likely unreasonably discriminatory.

Reporting and Penalties. BST's current tariff includes service installation guarantees and credit allowances for missed service dates for special access high capacity service. See BST FCC Tariff No. 1 § 2.4.9 (service installation guarantees), § 7.4.1(C) (services eligible for credits). Specifically, in the event that BST misses a committed due date, it will refund the nonrecurring charge ("NRC") for that order. *Id.* § 2.4.9(A)-(B). Even so, these guarantees do not apply to a substantial number of TWTC's orders. For example, orders coded CY do not appear to be eligible for standard intervals or NRC refunds.³ Moreover, BST's tariff does not

² In comparison to the language in the *Guide to Interconnection*, BellSouth's *Access Service Improvement Plan* (dated April 12, 2001) states that the 5 business day interval is available for DS1 on-net (fiber) facilities and that the 8 business day interval is available for DS1 off-net (metallic) facilities. It is not clear whether these intervals are simply a different way of stating the 5 and 8 day intervals contained in BST's *Guide to Interconnection*, or whether they substantively differ from those stated in the *Guide*. In any event, these appear to be examples of additional ambiguities surrounding BST's intervals. Moreover, as noted, prior to a FOC being issued, neither interval applies to TWTC orders that have been placed in pending facilities status.

³ Again, this is assuming that the CY code applies only to orders that have been placed in a pending facilities condition prior to issuance of a FOC. As noted, TWTC has sought further clarification on this issue.

include performance measurements (such as average installation intervals or percentage due dates met) or benchmarks that trigger penalties if not met. TWTC is thus unable to determine whether BST is providing TWTC special access circuits in a reasonable, nondiscriminatory fashion. Absent reliable and transparent performance reporting, it is unreasonable to require TWTC to rely upon a principal competitor to determine whether it is receiving reasonable and nondiscriminatory provisioning.

II. Even Assuming BST's Current FCC Tariff Is Reasonable, BST Has Consistently Failed To Meet Its Obligations Under That Tariff.

When BST receives an access service request ("ASR"), it communicates a "service date . . . to the customer via the Firm Order Confirmation (FOC). This service date is also referred to as the BellSouth Committed Due Date (CDD) or Committed Date (CD)." BST April 27 Letter, Attachment 6-2 at page 4 of 33. BST's tariff in turn dictates that "[t]he time required to provision the service (*i.e.*, the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with published service date interval guidelines which are available to customers upon request, whether the customer's service is subject to standard or negotiated intervals." BST FCC Tariff No. 1 § 5.1.1. Although as noted BST originally indicated that its *Guide to Interconnection* cannot and does not alter the terms of its tariff, BST has since relied upon that document as the source of several standard intervals for special access, including a 5 and 8 day interval for DS1 and a 6 day interval for DS0 circuits. BST April 27 Letter at 4. As discussed below, BST fails to meet roughly 20% of the due dates to which it commits for TWTC's special access orders. In addition, as noted earlier, BST's April 27, 2001 response raised certain issues that must be clarified before TWTC is able to assess other potential claims. Accordingly, TWTC sets forth a number of questions for which it seeks a response, including two questions originally posed by the Commission to which BST did not respond. Once TWTC has received that additional information, it believes it will be able to determine whether these potential claims are appropriate for inclusion in the accelerated docket.

A. BST's Repeated Failure To Timely Provision TWTC's Special Access Facilities Constitutes An Unjust, Unreasonable And Impermissibly Discriminatory Practice.

Once TWTC has stated a claim under Section 208, the burden of proof shifts to BST to rebut that claim. Here, BST relies on its percentage met CDD data to support its claim that it is not acting unreasonably or unreasonably discriminating against TWTC with regard to the provisioning of special access circuits. As detailed below, however, because BST's on-time performance for percentage met CDD is at best obscure and at worst overstated, BST cannot meet its burden of proof based on this data and thus fails to rebut TWTC's claims. Specifically, BST's call details for October, November, and December -- which underlie its aggregate

percentage met CDD report -- suffer from at least two infirmities.⁴ First, when an order is coded CY, or "pending facilities condition," BST appears in some cases to automatically classify what is otherwise a missed due date as a CDD made. Such a system at best skews, or, at worst, unfairly inflates, BST's reported provisioning performance. Nor is this problem academic, as a substantial number of orders are coded CY. For example, in October, 42% of TWTC's orders are coded CY, and in November and December 2000, 30% and 23.5%, respectively, of TWTC's orders were coded CY. Although, as discussed below, it is not entirely clear what effect this code has on BST's obligations to provide or meet a CDD, it appears that these orders can remain pending indefinitely without having a CDD assigned.⁵ Second, when a CDD is missed due to a subscriber reason, rather than exclude those misses entirely from its calculation of on-time performance (as it does for ARMIS and as is typically done for Section 271 performance reporting), BST instead counts those CDD misses as CDD makes. These problems with BST's "voluntary" reporting further illustrate the need for binding and transparent reporting requirements.

TWTC lacks sufficient data to control for the effect of the first practice. It is able, however, to filter out the effect of the second practice, namely, that of coding CDD misses due to subscriber reasons as CDD makes. Removing those orders from the numerator and denominator, it appears that for the last quarter of 2000, BST consistently delivered fewer than 80% of TWTC's special access circuits on-time. Specifically, in October, BST delivered 79% of TWTC's circuits on-time. In November, that percentage dropped to 76% on-time, and in December, BST delivered 78% of TWTC's orders on-time.⁶ In comparison, ARMIS data from other Bell Operating Companies report much higher on-time performance for 2000: Ameritech reports that it met its committed date 88% of the time, SWBT, 94% of the time, and Qwest, 91%.⁷ BST's performance therefore appears to be roughly 10-15 percentage points below

⁴ As noted in TWTC's December 29, 2000 letter, prior to October 2000, BST reported percentage met customer desired due date, or CDDD. Thus, for the time frame at issue here, TWTC has Provisioning Detail Reports for CDD for October, November, and December only.

⁵ Moreover, it appears that where an order is coded CY, the CDD is missed, and no other company reason is designated for the miss, that order is counted as a CDD made.

⁶ Specifically, for October, BST classified 12 misses due to subscriber problems as CDD makes. Subtracting those orders from the total reported, 64, leads to 11 orders missed out of 52, or 21.2% missed and 78.8% on-time. For November, BST classified 13 subscriber misses out of 76 total orders as CDD makes. Fifteen CDDs were missed out of 63, or 23.8% missed and 76.2% on-time. For December, BST classified 5 subscriber misses out of 51 total orders as CDD made. It missed 10 CDDs out of 46, or 21.7% missed and 78.3% on-time.

⁷ Although Verizon (formerly Bell Atlantic) met its committed date only 82% of the time in 2000, it is currently under investigation for similar complaints regarding discriminatory and unreasonable provisioning for special access. See, e.g., Communications Daily, March 19, 2001 (Massachusetts DTE investigating "complaints from CLECs that Verizon quoted 'extremely long' provisioning intervals, failed to meet those extended intervals, failed to keep carriers updated on order progress and had problems maintaining existing circuits"); Peter J. Howe, Verizon's Tardiness on Access Hurts Rivals, Regulators Told, Boston Globe, Apr. 5, 2001, at E5; Tom Kirchofer, DTE Investigating Verizon, Boston Herald,

standard industry performance -- a level that must be unreasonable under Section 201(b) of the Act. In addition, for 2000, BST reports an aggregate percentage commitments met of 90% -- 11-13 percentage points higher than the percentage of commitments met for TWTC. BST thus appears to be discriminating against TWTC *vis-à-vis* other carriers, in violation of Section 202(a).

B. Without Additional Information, TWTC Is Unable To Determine Whether BST Violates Other Provisions Of Its Current FCC Tariff.

TWTC believes that there may be other ways in which BST violates the current provisions of its FCC Tariff No. 1, including its duty to meet maintenance and repair intervals as specified in that tariff. However, in part because BST failed to answer two questions posed by the Commission and in part because the information provided by BST raised further issues, TWTC has been unable to accurately assess BST's performance under its existing tariff or to determine the propriety of these potential claims. Because BST is the only party in possession of much of this information, TWTC respectfully requests that the Commission require BST to answer the following questions as part of the ongoing effort to resolve this matter.

As noted, BST's *Guide to Interconnection* suggests that the only interval that is automatically assigned is the 5 day interval, and further indicates that a carrier may be eligible for the 8 day interval if the 5 day interval is not available, but only if facilities are confirmed when the ASR is processed. If the facilities are not in the FAS, then what steps does BST take to confirm that facilities are available? For example, does BST dispatch a technician to check for facilities prior to committing a service interval for that order? Do standard timeframes govern when BST must take these intermediate steps? Depending on the answers to these questions, it may be that BST's 8 day interval applies to a very narrow subset of orders, or it may apply only after an unmonitored delay. If that is the case, then the reasonableness of BST's existing intervals is further called into question. The *Guide* also indicates that "[o]rder confirmations may be updated when unforeseen circumstances require a change in the original service date." BST April 27 Letter, Attachment 6-2 at page 10 of 33. In what situations would such an update occur? As with the 8 day interval, the answer to this question goes to the application and reasonableness of BST's existing intervals.

Several questions also arise with regard to BST's CDD made/miss coding system. For example, if the *Guide* in fact allows BST to later "update" the original CDD due to "unforeseen circumstances," as suggested in the language quoted in the prior paragraph, what effect would such an update have on BST's classification of that order as a CDD miss or a CDD made? On a related note, is a CY code assigned only when FAS indicates that facilities are not available for a given order, or is it also assigned when an order that initially received a committed due date on the FOC is later placed into pending facilities status? TWTC also seeks clarification of the subscriber problem codes. For example, if the committed due date were two weeks away, and

March 17, 2001, at O14. In addition, Verizon's performance in the former GTE region has also slipped. In 1999, GTE's on-time commitments met was 90% compared to 84% for 2000.

BST experienced a problem with accessing the subscriber's equipment on day 3, obtained access on day 4, yet subsequently missed the due date, would that order be classified as a CDD made? Alternately, if a customer requested and BST agreed to a later due date, and BST subsequently missed that new due date, would BST count that order as a CDD made? Further, under what scenarios would an order be coded SP, or "Subscriber Requests Appointment Prior To Initial Appointment," and what effect would that have on the committed due date? Similarly, what types of situations result in an order being coded SO, or "Subscriber Other"? Each of these questions goes directly to the reliability of BST's CDD reporting as a means of assessing its provisioning performance.

With regard to FAS, are there any instances in which FAS reports that facilities are not available, and BST subsequently discovers that they are available? If so, does BST have any reliable estimate of how often this occurs? If BST determines that this situation has occurred, what steps does it take to remedy the situation? For example, does it refund any costs that might have been assessed to repair or build facilities? Depending on BST's responses to these questions, TWTC and the Commission will be in a better position to determine the reasonableness of the existing terms of BST's tariff and the propriety of relying on FAS to determine the availability of facilities and to generate standard intervals for special access orders. On a related note, BST's performance reports to TWTC include data on the "Average CY Gap" and "Average Overall Gap," each of which is reported in business days. What do these data points measure? The answer to this question will allow TWTC to better assess the effect of the CY code, and whether BST is meeting the provisioning obligations imposed by its current tariff.

With regard to the interaction of its tariff and the *Guide to Interconnection*, has BST altered its position that its *Guide* does not govern its provisioning of access services? If the *Guide* does not govern BST's provisioning practices, then BST's tariff contains no standard intervals and is unreasonable on its face. Are there any standard intervals in BST's tariff or the *Guide* governing the provision of DS1 circuits for which facilities are deemed not available prior to the issuance of a FOC? If not, then the absence of binding intervals as to those orders prior to the issuance of a FOC is unreasonable and is likely unreasonably discriminatory.

Also, BST failed to answer two questions posed by the FCC. In question 2, the Commission asked BST to explain why the CDD YTD Provisioning Report for October 2000 lists 86 orders while the October 2000 CDD Provisioning Detail Report lists 58 orders (both appended as Exhibit D to TWTC's December 29, 2000 letter). The Commission's question appears to focus on the disparities between BST's aggregate and detailed October data, as that data was initially provided to TWTC. BST's response, however, focuses on why its YTD totals for October 2000, as reported in Attachment 3 of BST's March 14, 2001 letter, did not match its October Detail Report, as included in TWTC Exhibit D. Specifically, BST provided a revised CDD YTD Provisioning Report for October 2000, indicating that the actual number of orders for October totaled 64 and providing a revised CDD Detail Report that includes 64, not 58, orders. BST's response does not, however, explain why its aggregate YTD report for October that was originally provided to TWTC listed 86 orders while its Detail Report listed 58 (revised in the April 27, 2001 letter to 64) orders. Nor does it explain the disparities between the CDD YTD Provisioning Report appended to its March 14, 2001 letter and the CDD YTD Provisioning

Report appended to TWTC's December 29, 2000 letter. Moreover, BST's revised CDD YTD Provisioning Report, Attachment 3 to its April 27, 2001 letter, contains additional -- also unexplained -- discrepancies for the number of on-time orders for April-July, as well as the number of total orders for May, when compared to the CDD YTD Provisioning Report appended as Attachment 3 to BST's March 14 letter.

BST also fails to explain why the "on-time" total for orders in the CDD YTD report (738) is not the sum of the DS0 (7), DS1 (772) and DS3 (109) orders, as requested by the Commission in question 2, and fails to provide a citation to a service warranty provision in its tariff that concerns repair intervals, as requested by the Commission in question 4. TWTC respectfully requests that BST respond in full to the Commission's original questions, including explaining the discrepancies identified above. As with the other clarifications requested by TWTC, responses to these questions will better enable the Commission and TWTC to assess the reasonableness of BST's existing tariff and whether BST is unreasonably discriminating against TWTC under that tariff.

Finally, during the April 17, 2001 mediation conference, the Commission asked TWTC to explain how it calculates average (or mean) time to restore ("MTTR") and how it classifies start/stop time. Attached please find a summary sheet defining MTTR and describing how TWTC calculates that average, including the LEC Duration component.

Conclusion

As indicated in its December 29, 2000 letter, TWTC believes that consideration of this matter by the Commission under the Accelerated Docket is both warranted and appropriate. Moreover, TWTC respectfully urges that it would be appropriate for the Commission to require BST to answer the questions posed in Section II.B., since BST is the entity most likely to have this information in its possession and readily at its disposal. Please do not hesitate to call us if you have any questions or concerns regarding this matter.

Sincerely,



Thomas Jones
A. Renée Callahan
Attorneys for
Time Warner Telecom

cc: Whit Jordan, counsel for BellSouth

ATTACHMENT

TWTC Mean Time To Restore

Definition of MTTR:

MTTR (Mean Time To Restore) can be defined as: the average time required to return a failed device or system impairment to service.

How MTTR is Reported on Customer Facilities:

A customer facility would include any service agreed upon within a contract by Time Warner with our customer, where Time Warner has agreed, in any capacity, to maintain that service for the customer. The MTTR is calculated from the time the impairment is reported by the customer, or representative of the customer, into Time Warner's National Operations Center ("NOC"), to the time the impairment has been restored and accepted by the end user customer as restored. The Mean Time To Restore calculates the total duration of a trouble report less any customer referred ("stop") time on the trouble report, and includes both the time required for Time Warner to determine whether the trouble is located on Time Warner's network ("on-net") or whether it is located on facilities owned and maintained by another carrier ("off-net"). Any time accumulated due to no access to the customer site or action required by the customer is removed from this time. Monthly MTTR is calculated by adding the elapsed time for each trouble ticket and dividing that sum by the total number of trouble tickets resolved during the month.

How the LEC Duration is Calculated:

For "off-net" troubles, the MTTR includes a LEC Duration component. The LEC Duration measures the elapsed time from when Time Warner notifies the LEC of the trouble until the time Time Warner accepts the restoral, minus any valid stop time. Valid stop time includes customer-related delays. Examples of customer-related delays include a lack of access to the customer premises; the customer is not available to test or to accept the repaired service; or the customer has otherwise requested a delay of the repair. In addition, any time during that period that the LEC has referred the trouble back to Time Warner for action is subtracted from the LEC Duration.

WF&G
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WILLKIE FARR & GALLAGHER

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1155 21st Street, NW
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202 328 8000
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PUBLIC VERSION

December 29, 2000

Mr. Alexander Starr
Chief, Market Disputes Resolution Division
Enforcement Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: Request for Confidential Treatment of Letter Request for Inclusion on the Accelerated Docket

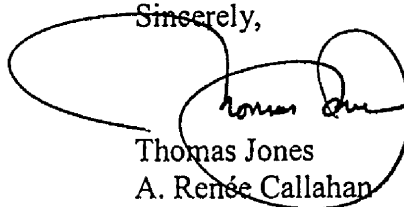
Dear Mr. Starr:

As required by Section 1.730(b) of the Commission's rules, 47 C.F.R. § 1.730(b), Time Warner Telecom ("TWTC") is filing the attached Request for Inclusion on the Accelerated Docket ("Request").

TWTC has filed under separate cover a proprietary, unredacted version of its Request, as well as a request for proprietary treatment under Section 0.459 of the Commission's rules, 47 C.F.R. § 0.459.

Accordingly, TWTC is filing this letter for public inspection. Please call if you have any questions regarding this matter.

Sincerely,



Thomas Jones
A. Renée Callahan

Attorneys for
Time Warner Telecom

Enclosure

cc: Frank Lamancusa
Deputy Division Chief,
Market Disputes Resolution Division

Washington, DC
New York
Paris
London

**WF&G
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Re: Request for Confidential Treatment of Letter Request for Inclusion on the Accelerated Docket

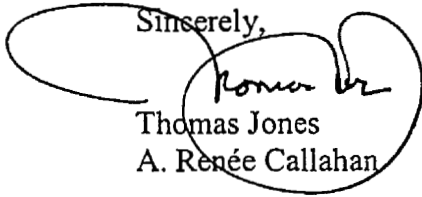
Dear Mr. Starr:

As required by Section 1.730(b) of the Commission's rules, 47 C.F.R. § 1.730(b), Time Warner Telecom ("TWTC") is filing the attached Request for Inclusion on the Accelerated Docket ("Request").

TWTC hereby requests, pursuant to Section 0.459 of the Commission's rules, 47 C.F.R. § 0.459, that the Commission withhold the enclosed confidential, unredacted version of the TWTC Request from public inspection. Proprietary treatment under Section 0.459 is appropriate here because this unredacted filing contains privileged and confidential information, and public disclosure of this information would likely cause substantial harm to the competitive position of TWTC.

Accordingly, we have enclosed with this letter an unredacted version of the TWTC Request. We have also enclosed a public version of the cover letter. Please call if you have any questions about this matter.

Sincerely,



Thomas Jones
A. Renée Callahan

Attorneys for
Time Warner Telecom

Enclosure

cc: Frank Lamancusa
Deputy Division Chief,
Market Disputes Resolution Division

Washington, DC
New York
Paris
London

December 29, 2000

CONFIDENTIAL
NOT FOR PUBLIC INSPECTION

Mr. Alexander Starr
Chief, Market Disputes Resolution Division
Enforcement Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

Re: Request for Inclusion in the Accelerated Docket

Dear Mr. Starr:

Pursuant to Section 1.730(b) of the Commission's rules; Time Warner Telecom, Inc. ("TWTC") requests that the Enforcement Bureau accept for consideration under the Accelerated Docket a complaint against BellSouth Telecommunications, Inc. ("BST"). The basis for the complaint is that BST has violated its obligation under Sections 201(b) and 202(a) of the Communications Act, as amended ("Act"), to provision, maintain, and repair the special access circuits it sells to TWTC on just, reasonable, and nondiscriminatory terms and conditions. Accordingly, in the complaint, TWTC will request that the Commission compel BST to compensate TWTC for the damages TWTC has incurred as a result of BST's failure to provide adequate service and to compel BST to make the necessary improvements to ensure that it installs and repairs TWTC's special access on terms and conditions that are just and reasonable and that do not unreasonably discriminate against TWTC.

I. Background

TWTC is a competitive local exchange carrier ("CLEC") that sells "last-mile" broadband data, Internet access and voice to businesses. TWTC currently serves customers in twenty-two U.S. metropolitan areas in eleven states. In BST's region, TWTC serves customers in Charlotte, Fayetteville, Greensboro and Raleigh, North Carolina; Memphis, Tennessee; and Orlando and Tampa, Florida. Throughout these markets, TWTC builds its own connections to customer locations whenever possible. In some cases, however, it is not efficient for TWTC to construct its own last mile connections. Where this is the case, TWTC instead purchases special access service from BST pursuant to BST's FCC Tariff No. 1. Although TWTC purchases services from other providers when available, BST continues to maintain overwhelming control over the access market in its nine state region. TWTC is, therefore, critically dependent upon BST in serving its customers in a timely and reliable manner.

BST's performance in providing special access service to TWTC has been and continues to be poor. TWTC has tried time and again to obtain BST's cooperation in fixing the problems with provisioning, maintenance and repair. Despite these efforts and TWTC's repeated requests to BST to implement procedures to enhance its performance, BST's performance continues to deteriorate. Although BST agrees to discuss TWTC's concerns and often even promises to improve its performance, BST invariably fails to follow through. Due to BST's repeated failure to meet its legal obligations to provide service on just, reasonable, and nondiscriminatory terms and conditions, TWTC has been forced to file this letter to seek inclusion in the Commission's accelerated complaint docket.

II. BST Installs And Repairs Special Access Services For TWTC On Terms And Conditions That Violate Sections 201(b) and 202(a) Of The Communications Act.

Section 201(b) of the Act requires that "[a]ll . . . practices . . . for and in connection with [interstate communications], shall be just and reasonable, and any such . . . practice . . . that is unjust or unreasonable is . . . unlawful . . ." 47 U.S.C. § 201(b). Section 202(a) prohibits "unjust or unreasonable discrimination" in the practices, facilities provided by, or services of a regulated common carrier and precludes a carrier from exercising any "undue or unreasonable prejudice or disadvantage" against any person or class of persons.¹ 47 U.S.C. § 202(a). In determining whether a carrier has discriminated in violation of Section 202(a), the Commission applies a three-prong test. TWTC has the burden of persuasion to show (1) that the services are "like," and (2) that there is disparate treatment between the "like" services. Once TWTC has made this *prima facie* showing of discrimination by establishing the first two prongs of the test, the burden of persuasion shifts to BST to show that (3) the discriminatory treatment is not unjust or unreasonable.²

As demonstrated below, BST's installation and repair intervals for TWTC are significantly longer than BST's internal benchmarks for these intervals. BST's intervals for TWTC are also inexplicably lengthy when compared to the average intervals reported by other ILECs in their ARMIS data. By any reasonable measure, BST has failed to provide special access to TWTC on just and reasonable terms and conditions. Moreover, TWTC's service intervals are also longer than BST's regionwide average intervals for other carriers, as reported in its ARMIS data. BST's practice of providing TWTC inferior service unduly disadvantages TWTC *vis a vis* these competing carriers, and constitutes an unjust and unreasonably discriminatory practice.

¹ The Act defines person to include a corporation. See 47 U.S.C. § 153(32).

² See, e.g., Metrocall v. WorldCom, 15 FCC Rcd 10826, ¶ 13 (2000); MCI Telecomm. Corp. v. FCC, 917 F.2d 30, 39 (D.C. Cir. 1990).

A. BST's Repeated Failure To Timely Provision TWTC's Special Access Facilities Constitutes An Unjust, Unreasonable And Impermissibly Discriminatory Practice.

Under BST's procedures, a requesting carrier such as TWTC submits an Access Service Request ("ASR") to the appropriate Interexchange Customer Service Center ("ICSC") to initiate an order for special access. One component of the ASR is the Customer Desired Due Date ("CDDD"), which is the date by which TWTC seeks to have BST's portion of the service operational. The CDDD is particularly critical because the installation date that TWTC provides to its end user customers is based upon the assumption that BST will meet TWTC's CDDD. Once BST accepts an ASR, its published guidelines provide that it will communicate a service date, or committed due date, to the customer (TWTC in this case) via a Firm Order Confirmation ("FOC"). At a minimum, receipt of a FOC is supposed to confirm (1) availability of facilities, and (2) a firm service commitment date. Once it has received a FOC, TWTC relies upon these commitments to move forward with its own provisioning processes.

TWTC receives reports on BST's ordering and provisioning performance pursuant to a verbal agreement made during one of TWTC's periodic operational meetings with BST. According to the BST data for 1999 and year-to-date 2000 provided pursuant to this oral agreement, BST fails to meet TWTC's CDDD roughly one-quarter of the time for special access.³ Out of 780 orders processed from January to September 2000, BST met 74.9% of TWTC's desired due dates. See *BST Provisioning Results 2000* at 2 (attached as Exhibit A). Similarly, out of 1030 orders processed for 1999, BST met 76.6% of TWTC's desired due dates. See *BST Provisioning Results 1999* at 3 (attached as Exhibit B). Monthly results for the percentage CDDD met by BST appear below:

³ Calculation of whether BST has met the CDDD does not begin until BST accepts a complete or a "clean" ASR. In TWTC's experience, BST often rejects an ASR because of inaccurate or incomplete information contained in a portion of the ASR. Upon receipt of a rejection, TWTC must supplement the order to correct the deficiency and re-submit the ASR to BST. BST then often "re-rejects" the same ASR for other inaccurate or incomplete information contained in some other portion of the ASR. This process continues through multiple cycles, until the ASR is deemed "clean" by BST. Although this practice of serially identifying ASR deficiencies unreasonably delays the ordering process, its effect is not reflected by any existing BST performance measurement.

January-September 2000 -- % CDDD Met by BST

Month	% CDDD Met	Total TWTC Orders
January	75.3%	77
February	73.3%	86
March	81.4%	140
April	84.6%	104
May	80.5%	77
June	54.2%	72
July	76.6%	77
August	65.9%	82
September	72.3%	65

BST Provisioning Results 2000 at 2.

In a September letter to TWTC, BST indicated that its internal benchmark for DS0 circuits is 92.27% on-time performance and for DS1 and DS3 circuits, 90% on-time performance. See Letter from Marcus B. Cathey, BST, to Carolyn Marek, TWTC, at 1 (Sept. 28, 2000) ("BST September Letter") (attached as Exhibit C).⁴ Thus, according to BST's own data, it is not meeting its own internal service interval, which by definition is what BST considers to be a reasonable benchmark. Other ILECs' recent provisioning intervals, as reported in ARMIS Report 43-05, Row 112, percentage "Commitments Met," further underscore the unreasonableness of BST's performance. Row 112 measures the percentage "Commitments Met" for all special access services. This percentage is calculated by dividing the number of

⁴ Inexplicably, BST indicates in that same letter that it has provisioned 100%, 90.6%, and 92.3% of TWTC's DS0, DS1, and DS3 circuits, respectively, on-time year-to-date. See BST September Letter at 1. Furthermore, BST recently sent TWTC a newly formatted report entitled "Performance Results October 2000." See *BST Performance Results October 2000* (attached as Exhibit D). Among other data, this report contains a measurement of the percentage of TWTC orders completed on or before the Committed Due Date from January to October 2000. See *id.*, Tab 4 at 1. It reports that, year-to-date, BST has met its Committed Due Date for all classes of TWTC special access 76.48% of the time. *Id.* However, the same page of that report shows that BST is meeting the Committed Due Date for DS0, DS1, and DS3 circuits 100%, 91.8%, and 93.16% of the time, respectively, year-to-date. *Id.* Because BST has control over the underlying data and unilaterally determines how it will report that data, however, TWTC cannot reconcile these figures with the data for percentage CDDD met, as reported by BST for year-to-date in September. Compare *id.*, with *BST Provisioning Results 2000 at 2.*

installation orders or circuits from the carrier customer completed by the commitment date⁵ by the total number of installation orders or circuits. In 1999, Verizon (then Bell Atlantic) met 84.71% of its committed due dates; Ameritech, 93.61%; SBC, 97.02%; Qwest (then U S West), 83.97%; and GTE, 90.26%. SBC, which is required to report ARMIS data on a quarterly basis as a result of its merger with Ameritech, reported 92% Commitments Met or higher for all but one state (California, 76.60%) for 1st Quarter 2000 and 92% Commitments or higher for all but three states (California, 69.30%; Illinois, 87.76%; and Michigan, 86.94%) for 2nd Quarter 2000. BST's provisioning of TWTC special access circuits at a level that is roughly 15 percentage points below BST's internal benchmark -- and nine to 22 percentage points below the level of service provided by other ILECs -- is unjust and unreasonable, in violation of Section 201(b).

Even if BST had not indicated what it believed to be a reasonable time frame, ARMIS Report 43-05, Row 112 also demonstrates that BST has provisioned special access circuits to TWTC on unreasonably discriminatory terms and conditions. As noted, Row 112 measures the percentage Commitments Met for all special access services. For 1999, BST's regionwide percentage Commitments Met was 85.12%. State-specific percentages were as follows: Florida, 86.95%; North Carolina, 84.48%; and Tennessee, 86.02%. ARMIS Report 43-05 states that BST is required to publish its service installation intervals. In addition, Section 5.1.1 of BST's FCC Tariff No. 1 states that BST's service intervals "will be established in accordance with published service date interval guidelines which are available to customers upon request." Prior to September 2000, TWTC had repeatedly requested, but did not receive written documentation of BST's special access service intervals. While TWTC is not sure, it believes that BST's 1999 ARMIS reporting for Row 112 was based on the then-effective industry standard interval of 12 business days for DS1. But regardless of whether the intervals were longer or shorter, the key fact is that in 1999, BST on average regionwide met over 85% of its committed due dates, while it met only 76% of those dates for TWTC.

In addition to its failure to meet TWTC's CDDD, BST also fails to provide TWTC timely documentation regarding the status of its orders. As noted, according to BST's *Guide to Interconnection* and other oral and written representations, BST is obligated to provide TWTC with a FOC within 48 hours of receiving a clean ASR.⁶ The service, or committed, due date for delivery of the services ordered is the most significant element of the FOC. For the time period at issue here, BST has not reported performance data for on-time delivery of FOCs.⁷

⁵ The commitment date is in turn based on the ILEC's installation intervals. Installation intervals are discussed below. Commitment dates may be extended at the customer's request.

⁶ See *Guide to Interconnection* at 17 (Dec. 2000) (Issue 9f) <<http://www.interconnection.bellsouth.com/guides/activation/pdf/gtic001.pdf>>.

⁷ As noted, BST recently unilaterally reformatted its special access performance reports. See *supra* note 4. While the explanatory portion of BST's *Performance Results October 2000* (Tab 3 at 4) indicated that the report included the "[p]ercentage of Firm Order Confirmations sent back to the customer within 24, 48 and 72 hours of receipt of a complete and accurate ASR," TWTC's copy of that report did not contain any performance data for delivery of FOCs. On December 27, 2000, TWTC received BST's Performance

Even so, it is TWTC's experience that BST consistently fails to provide FOCs within 48 hours.⁸ For the vast majority of orders, TWTC receives a Preliminary Order Confirmation ("POC") within three business days of BST's acceptance of the ASR, and a FOC or a Pending Facilities ("PF") status assignment within five business days of BST's acceptance of an ASR. A PF status indicates that BST does not have facilities in place to provide the service or that existing facilities are inoperable due to the need for repair. BST will provide an explanation for why an order is in PF status if -- *and only if* -- TWTC specifically requests further information on the order. Even then, BST takes approximately three to five business days to provide any additional information.⁹ Moreover, in many instances, even though BST has already issued a FOC with a committed due date, it will subsequently move an order to PF status -- oftentimes *on the due date or the day before the due date*.

BST's performance data for on-time delivery of Design Layout Records ("DLRs") further demonstrates its shoddy performance in provisioning special access to TWTC. A DLR is another document generated by BST in response to TWTC's ASR. The DLR contains technical and administrative information that describes BST's access service, including cable make-up (gauge, loading, length, etc.), carrier channel bank type and systems mileage, and facility interfaces.¹⁰ TWTC uses this information to design the overall service for its end user customer. According to BST's own data, for 2000 year-to-date, it has delivered 77.0% of TWTC's DLRs on-time. *See BST Provisioning Results 2000* at 2. BST's performance has ranged from a high of 90.6% in January 2000 to a low of 62.7% for September. *Id.* BST's most recent report for October 2000 indicates that, out of 111 total items for which DLRs were to be generated, BST delivered 48 of those -- or 43.24% -- on-time. *See BST Performance Results October 2000*, Tab 4 at 4. BST's performance was similarly unacceptable in 1999, when it delivered 77.9% of TWTC's DLRs on-time. *See BST Provisioning Results 1999* at 3.

Results for November 2000. While TWTC has not had time to review that report, it does include a page entitled "Firm Order Confirmation (FOC) Report for Time Warner," which appears to report the number of FOCs returned within 48, 72, 96, and 120 hours for November 2000. (Incidentally, BST indicates that it returned a paltry 50.71% of FOCs within 48 hours in November.)

⁸ As discussed below, a significant number of the orders that are escalated to Level 4 of BST's escalation procedures are due to BST's failure to timely return a FOC.

⁹ To the extent that BST assigns an order to PF status, it should be required to identify the problem, what steps must be taken to remedy the problem, and how long those steps will take. For example, if an order is in PF status because of "bad cable pairs" or "no facilities" (as often happens), BST should be required to provide a job number and estimated completion date. At a minimum, BST should be required to indicate the type of problem, because, to continue with the example, the time for repairing a bad pair (perhaps a few days) can differ dramatically from the time required to lay new cable (oftentimes 15 business days or longer). The more facts that TWTC has regarding the status of its order, the better TWTC is equipped to manage customer expectations. Unfortunately, BST does not provide TWTC this kind of information.

¹⁰ BST's *Guide to Interconnection* states that the minimum contents for the DLR are defined in the Ordering and Billing Forum (OBF) Generic DLR Guidelines, October 1985, SR STS-000304. *Guide to Interconnection* at 40.

Ostensibly, TWTC can utilize BST's seven level "escalation process" to remedy any problems that arise in connection with the ordering and provisioning process. This process is purportedly designed to focus the efforts of available personnel to avoid inordinate delays in the provisioning process. TWTC personnel responsible for ordering services from BST are instructed to use the escalation process through Level 3. The Level 1 escalation stage is initiated by calling an 800 number provided by BST. TWTC's calls are received by an automated system requiring the caller to hold before speaking directly to BST personnel. Hold times average approximately 45 minutes, although some calls have lasted as long as one hour and 37 minutes. Escalation Levels 2 and 3 require direct calls to a BST ICSC supervisor. In TWTC's experience, these calls are rarely answered on the first attempt. TWTC's policy is that staff seeking escalation are instructed to leave messages requesting a return call from the ICSC supervisor. Again, in TWTC's experience, the majority of these messages are not answered.

If the problem has not been resolved by Level 3, further escalations (through Level 7) are processed by TWTC's Offnet Escalation Team. Similar logistical problems arise at these higher levels, too. On a more practical note, a majority of the problems that result in missed customer desired due dates can be traced to BST's failure to timely issue FOCs, or its failure to verify availability of facilities necessary to provide the order in a timely manner. Obviously, an inability to timely provision service adversely affects TWTC's relationships with its customers and sometimes results in the loss of a customer. Although TWTC acknowledges that not all provisioning problems are necessarily BST's fault, in TWTC's experience, far too often troubles that should properly be resolved at a lower level must be repeatedly escalated to obtain relief. Overall, BST's current escalation procedures are inadequate and must be reworked.

B. BST Has Consistently Failed To Repair TWTC's Special Access Facilities Within A Reasonable Time Frame.

When a customer experiences problems with its telephone service, that customer expects prompt restoration of the service to normal operating parameters. The longer that a customer has to wait for problems to be corrected or service restored, the greater the likelihood of customer dissatisfaction with the providing carrier. Whenever TWTC provides service to its customers using facilities leased from BST, TWTC must rely on BST to perform maintenance and repair on those facilities. Even though TWTC is unable to perform the maintenance and repair itself, any inefficiency on BST's part will be perceived by TWTC's customers as inefficiency on the part of TWTC, as the providing carrier. One of the measurements that TWTC uses to monitor how quickly BST is providing maintenance and repair services to TWTC is known as the "average time to repair" or "ATTR." This data demonstrates that BST fails to repair special access circuits it sells to TWTC on just, reasonable, and nondiscriminatory terms and conditions.

When a customer calls TWTC to report a service problem requiring repair, TWTC's National Operations Center ("NOC") documents that call in the form of a "trouble ticket" or "trouble report," which is used to monitor the disposition of the maintenance or repair request. TWTC first tests the identified circuit to determine the location of the trouble. When

the problem is located on the portion of the facilities owned and maintained by BST, NOC personnel contact BST's regional trouble center, known as the Access Customer Advocate Center ("ACAC"), and relay the request for maintenance or repair. After this notification is transmitted, TWTC is dependent upon BST to investigate the problem and perform repairs on its network so that TWTC can restore service to its end user customer.

Upon receipt of the request, BST performs certain testing and repair procedures aimed at identifying the source of the network trouble. If, after testing, BST determines that on-site repair is required, BST must either contact maintenance personnel at the site, if attended, or dispatch maintenance personnel to the site, if unattended. In the interim, TWTC telephones BST on an hourly basis for a status update. The remarks from these conversations are textually incorporated into TWTC's trouble ticket. Once BST has isolated the trouble and performed the requested maintenance or repair, it notifies TWTC's NOC that the trouble has been resolved, typically through a return telephone call.

TWTC calculates the ATTR by measuring the elapsed time from the time it notifies BST of the trouble until the time that the trouble is repaired, minus any valid "stop time." The most common example of "stop time" is time during which BST is unable to access the customer's premises to remedy the problem (*e.g.*, late evening or weekend hours). Monthly ATTR is calculated by adding the elapsed time for each trouble request submitted to BST, and dividing that sum by the total number of BST trouble tickets resolved during the month.

According to TWTC's data, for the period from May 1 through October 31, 2000, BST took an average of 15 hours, 16 minutes to repair TWTC's special access facilities.¹¹ See TWTC Measurements for BST at 1; Trouble Tickets - BST at 7 (attached as Exhibit E). Broken down on a monthly basis, BST's record, as summarized below, has been particularly erratic:

¹¹ ATTR is reported in the attached TWTC Measurements for BST as "BS Avg Duration." Similarly, it is also reported on the Trouble Tickets - BST spreadsheet under the column entitled "LEC Duration."

May-October 2000 -- Average BST Time to Repair¹²

Month	ATTR (hours:minutes)	Total BST Tickets
May	31:55	104
June	10:58	123
July	8:34	115
August	9:29	103
September	13:04	108
October	19:47	92

See TWTC Measurements for BST at 1. As is shown, BST's poorest performance occurred in May and October 2000. Yet, those two months have the lowest (October, 92 tickets) and third lowest (May, 104 tickets) number of troubles traceable to BST's network. All things being equal, one would reasonably think that where volumes of troubles were lower, BST would have more personnel available, and thus troubles would be resolved faster. Yet precisely the opposite phenomenon occurred here. BST's performance in certain metropolitan areas has also been particularly abysmal. For example, it took BST an average of 400 hours to repair five reported troubles for TWTC special access facilities in Greensboro during May 2000. *Id.* While no other city experienced such a high average repair interval, Charlotte experienced intervals in excess of 30 hours in May (35:09 hours) and October (63:00), and Greensboro was again plagued by poor repair service in June (38:09), September (70:00), and October (40:59). *Id.* While BST will no doubt claim that these examples are statistical anomalies, such a response provides little comfort to the TWTC end users experiencing these intolerable outages.¹³

Under any reasonable standard, these repair intervals would be considered unjust and unreasonable. Indeed, BST's own internal benchmark to repair DS0 circuits is 3.5 hours and its benchmark for DS1 and DS3 circuits is 3.4 hours. See BST September Letter at 1. Clearly, BST is nowhere near that standard for TWTC.¹⁴ Similarly, the repair intervals reported by other

¹² TWTC did not have automated systems for processing trouble tickets until May, so it cannot report ATTR prior to May unless it manually retrieves and reviews each record, an endeavor for which TWTC simply does not have the resources.

¹³ BST's explanation of the service problem for 83 of the 645 total trouble tickets for the reporting period, or 13% of all trouble tickets, is "came clear." To TWTC's knowledge, the term "came clear" has no particular meaning or significance in the industry and frustrates its efforts to analyze the efficiency of its own process and to implement procedures designed to avoid similar problems on a going-forward basis.

¹⁴ BST has inexplicably reported a year-to-date MTTR for TWTC special access of 5.33 hours (or 5 hours, 20 minutes). See *BST Performance Results October 2000*, Tab 2 at 5. TWTC believes that BST

ILECs further demonstrate how unreasonable BST's performance is. Row 121 of ARMIS Report 43-05 measures "average interval, in hours to the nearest tenth based on a stopped clock, from the time of the reporting carrier's receipt of the trouble report to the time of acceptance by the complaining carrier/customer. This interval is defined as 'Interval measured in clock hours, excluding only time when maintenance is delayed due to circumstances beyond the ILEC's control. Typical reasons for delay include, but are not limited to, premise access when a problem is isolated to the location or to absence of customer support to test facilities.'"¹⁵ In comparison to BST's average interval of 15+ hours from May to October 2000, Verizon's (then Bell Atlantic) regionwide Average Interval in 1999 was 4.4 hours; Ameritech, 3.5 hours; SBC, 2.1 hours; Qwest (then U S West), 4.5 hours; and GTE, 4.0 hours. For 2000, SBC reported (again, pursuant to its merger conditions) a repair interval for high speed special access of 4.4 hours or less for all but one state (Nevada, 13.22 hours and 9.4 hours, respectively) for both 1st and 2nd Quarters.

BST's repair intervals for all customers in its region also demonstrate that it unreasonably discriminates against TWTC. In comparison to a repair interval for TWTC of over 15 hours for May to October 2000, BST's regionwide Average Interval in 1999 (as reported in ARMIS Row 121) for high speed special access was 4.6 hours. State-specific intervals were similarly incongruous: Florida, 4.3 hours; North Carolina, 4.7 hours; and Tennessee, 4.5 hours.

Far from fixing these problems, certain deficiencies within BST's escalation process appear in fact to contribute to the extended service outages experienced by TWTC customers year-to-date. First, TWTC believes that one of the primary reasons for these extended service outages is the chronic unavailability of BST personnel after hours for purposes of escalating maintenance and repair requests. As a result, despite the fact that BST's *Guide to Interconnection* (at 49) provides that BST is to furnish TWTC with a trouble reporting telephone number for special access that "should be readily accessible 24 hours, 7 days a week," in TWTC's experience, troubles reported to BST after 5:00 p.m. are often not addressed until the following day. Second, TWTC believes that the lack of communication between BST's ACAC and its service representatives and technicians further lengthens repair intervals. For example, at

systematically understates its repair intervals under this measurement; however, TWTC is unable to determine the reason that BST's estimates are so much lower than TWTC's. In any event, even if one assumes that BST's own estimate for year-to-date repair intervals is correct (which it is not), BST still fails to meet its own internal benchmarks by *almost two hours*.

¹⁵ Row 121 is reported for both "All Special Access," which includes circuits "from the ILEC facilities to the Interexchange carrier POP or customer premises for voice grade service, WATS/800, metallic and telegraph services, audio or video program services, wideband services, DDS, high capacity, DS1, DS3, and switched Feature Group A services," and for "High Speed Special Access," which includes only "DS1, DS2, DS3 and other similar digital services." The overwhelming majority of TWTC's special access circuits are DS1s. Thus, for repair intervals, it appears that the Row 121 data for "High Speed Special Access" is a more appropriate benchmark against which to compare BST's repair interval for TWTC. In contrast, for provisioning, Row 112 is not separated into "High Speed" versus "All Special Access." As a result, Row 112 reports data for "All Special Access," rather than "High Speed Special Access."

the point of transfer of the trouble ticket from the ACAC to the field, the escalation process starts anew at Level 1 priority even though it may have reached a higher level of escalation at the ACAC. Practically, this doubles the length of time of the escalation process. Third, the absence and inaccuracy of repair status reports further contribute to BST's poor repair record. For example, on numerous occasions, BST technicians have provided a status report of "loaded for dispatch." Customarily, this notation indicates that a technician is *en route* to a trouble site to make repairs. TWTC has frequently relied upon this information to advise its customers that the outage would be promptly remedied. After investigation of further unexplained delays following such status reports, TWTC has discovered that, in many instances, the technician had not actually been dispatched, but that the trouble ticket was only ready for the next available BST technician.

As with provisioning, BST's failure to render maintenance and repair services in a timely fashion is perceived by TWTC's customers as a service failure on TWTC's part. This perception occurs even in those instances in which the customer understands that TWTC is relying on BST to repair the services. Although TWTC is eligible for service installation guarantees and outage credits under BST's FCC Tariff No. 1, as BST has conceded, "you can't base a successful end user relationship on receiving outage credits." BST September Letter at 2. TWTC's performance in the market should be based on factors within TWTC's -- not BST's -- control. Until and unless BST is forced to timely provision and repair TWTC's special access facilities, TWTC will be hobbled in its ability to compete against BST and other CLECs.

III. Inclusion Of This Matter On The Accelerated Docket Is Appropriate And Warranted.

In Section 1.730(e) of its rules, the Commission has identified several factors to be considered in determining whether to admit a proceeding onto the Accelerated Docket. TWTC believes that this matter meets the criteria specified in that rule:

- (i) Expedited resolution of this dispute would advance competition in the telecommunications market. TWTC depends upon BST to provision and repair special access circuits that are in turn used to provide both local exchange and exchange access services. The inability to install and repair a customer's service offering in a timely and efficient manner imposes immediate harms on TWTC's ability to compete and unnecessarily increases TWTC's operational costs. Expedited resolution of this dispute is critical to the continued development of competition in BST's region.
- (ii) This dispute is suited for resolution under the constraints of the Accelerated Docket because resolution of this dispute will involve straightforward application of the Act to a distinct set of issues with quantifiable underlying facts.
- (iii) This dispute sets forth claims that are cognizable under the Act and within the Commission's jurisdiction. As discussed, this dispute involves the violation of Sections 201(b) and 202(a) of the Act.

- (iv) Inclusion in the Accelerated Docket would not be unfair to BST. BST is a major ILEC with the resources to participate in an Accelerated Docket proceeding.

Based on the foregoing, TWTC believes that consideration of this matter by the Commission under the Accelerated Docket is both warranted and appropriate. If you have any questions or concerns regarding this matter, please do not hesitate to call us.

Sincerely,

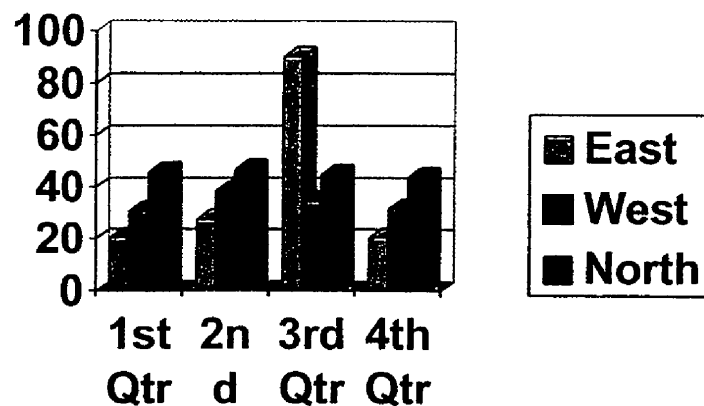


Thomas Jones
A. Renée Callahan

Attorneys for
Time Warner Telecom, Inc.

cc: Frank Lamancusa, Deputy Division Chief,
Market Disputes Resolution Division

TIME WARNER-TIM *PROVISIONING RESULTS 2000*



PERFORMANCE REQUIREMENTS/TIM-PROVISIONING

% CDDD MET(Percent Customer Desired Due Date) Number of ASRs/Orders completed on the customer requested Due Date, divided by the total number of Access Service Requests received for the report month, expressed as a percentage.

% DLRs ON TIME(Design Line Record) Number of DLRs received by the customer prior to installation, divided by the total DLRs for the report month, expressed as a percentage.

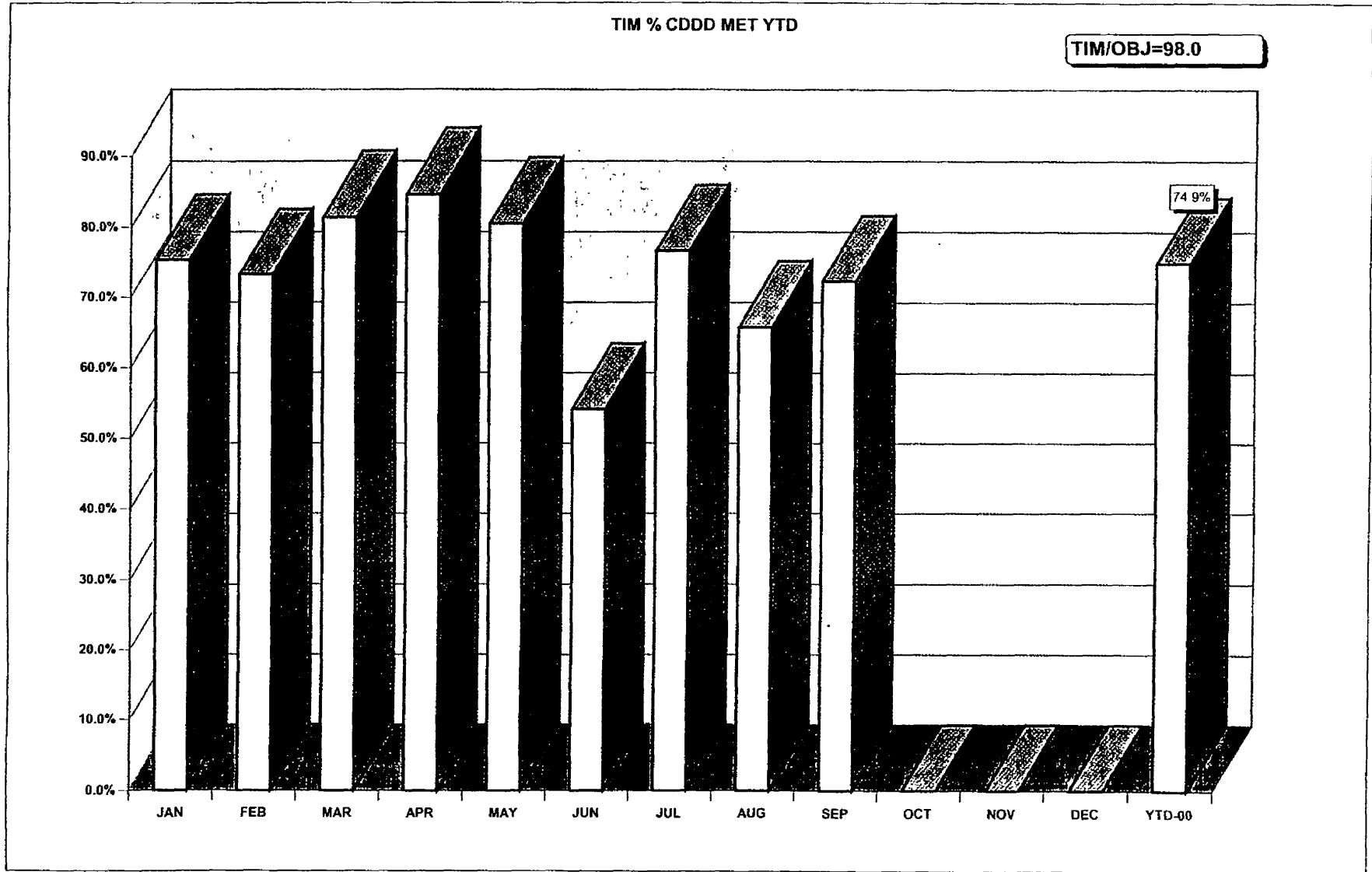
NCFR(New Circuit Failure Rate) Number of troubles within 30 days of installation, divided by the number of circuits turned up 60 days back- expressed as a percentage.

BELLSOUTH/TIME WARNER-TIM PROVISIONING RESULTS 2000

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
CDDD MET													
#ORDERS	77	86	140	104	77	72	77	82	65				780
MADE	58	63	114	88	62	39	59	54	47				584
MISSED	19	23	26	16	15	33	18	28	18	0	0	0	196
% CDDD MET	75.3%	73.3%	81.4%	84.6%	80.5%	54.2%	76.6%	65.9%	72.3%	0.0%	0.0%	0.0%	74.9%
TIM/OBJ =													
TIM/DLR													
#ASRS(ITEM LVL)	191	140	128	231	320	146	92	200	193				1641
#DLR OT	173	103	89	197	249	104	64	163	121				1263
#DLR NOT	18	37	39	34	71	42	28	37	72	0	0	0	378
% DLR ON TIME	90.6%	73.6%	69.5%	85.3%	77.8%	71.2%	69.6%	81.5%	62.7%	0.0%	0.0%	0.0%	77.0%
TIM/OBJ =													
TIM/NCFR													
# INSTALLS/60 DAYS	1473	912	1875	309	1276	1349	1857	*N/A	*N/A				9051
# FAILED/30 DAYS	9	0	9	5	8	7	11	N/A	N/A				49
NCFR/BS CAUSED	0.6%	0.0%	0.5%	1.6%	0.6%	0.5%	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%
TIM/OBJ =													

* NCFR NOT AVAILABLE

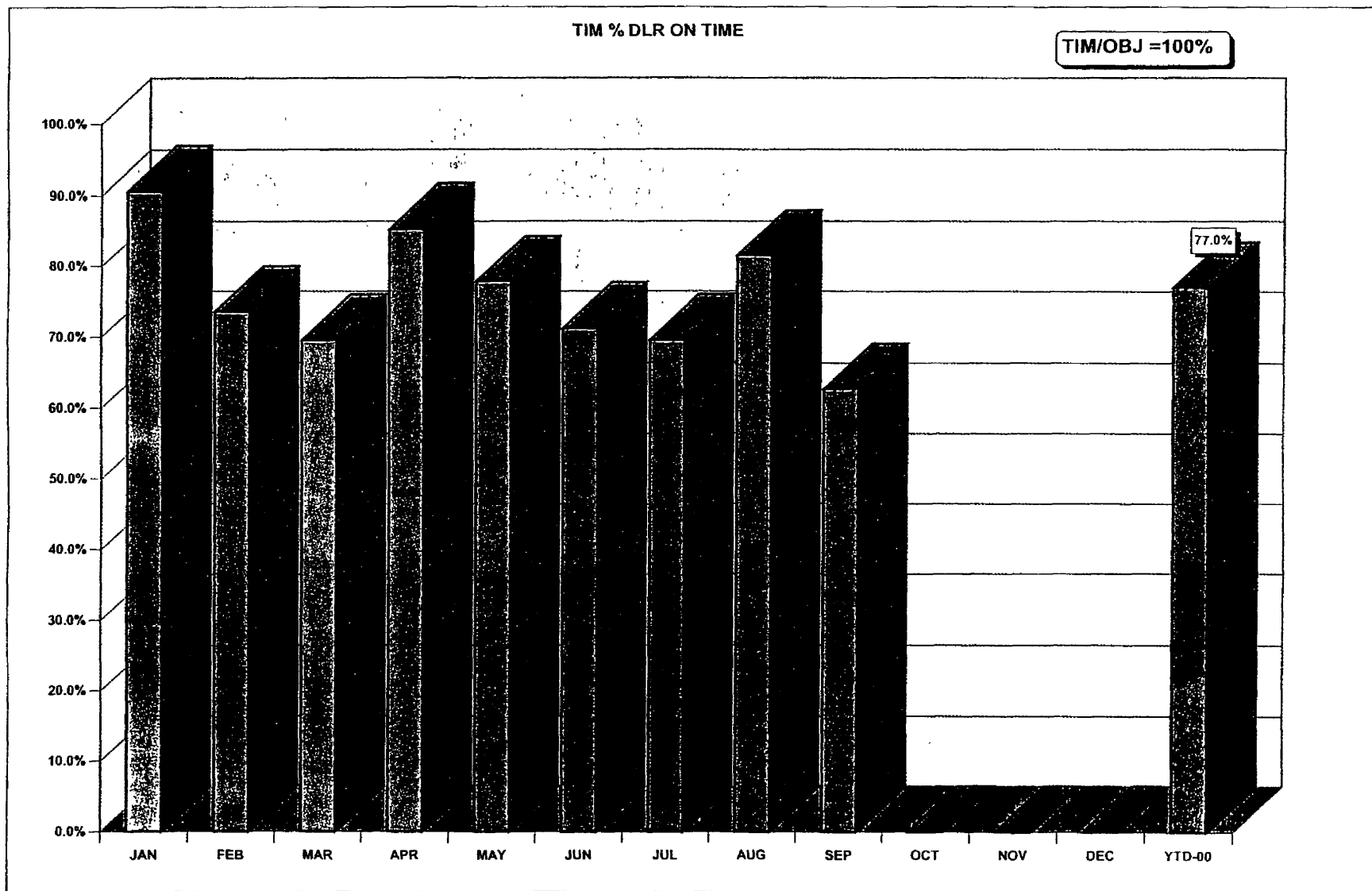
BELLSOUTH/TIME WARNER-TIM PROVISIONING RESULTS 2000



SOURCE:ICAIS:EXACT:SOCS:WFA/C
PVTIMSUM.XLS

Prepared by ACAC MEASUREMENT GROUP
PRIVATE/PROPRIETARY: NOT FOR DISCLOSURE OUTSIDE BELLSOUTH EXCEPT BY WRITTEN AGREEMENT

BELLSOUTH/TIME WARNER-TIM PROVISIONING RESULTS 2000

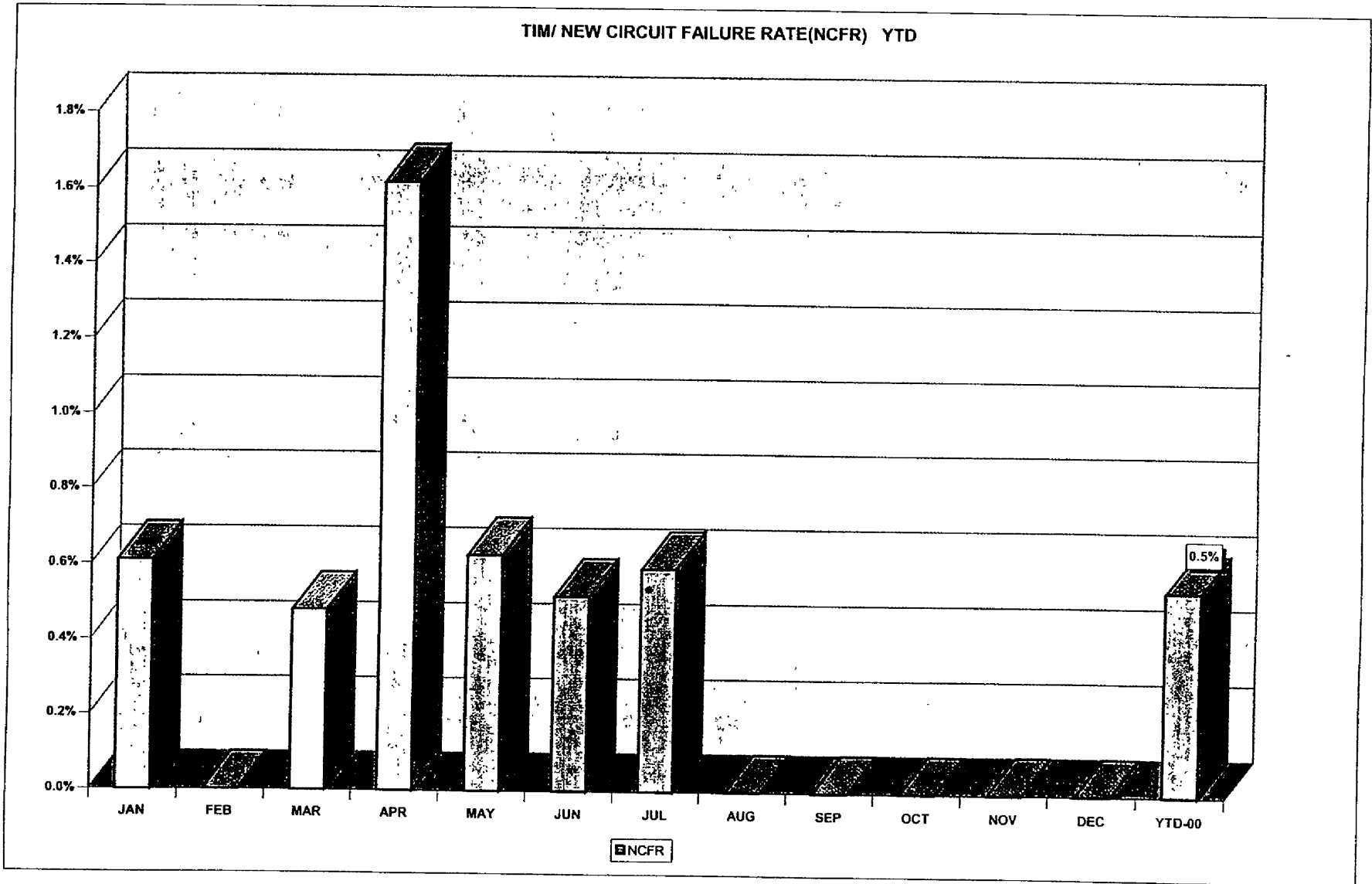


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10/17/2000
ISSUE 1

BELLSOUTH/TIME WARNER-TIM PROVISIONING RESULTS 2000



SOURCE:ICAIS:EXACT:SOCS:WFA/C
PVTIMSUM.XLS

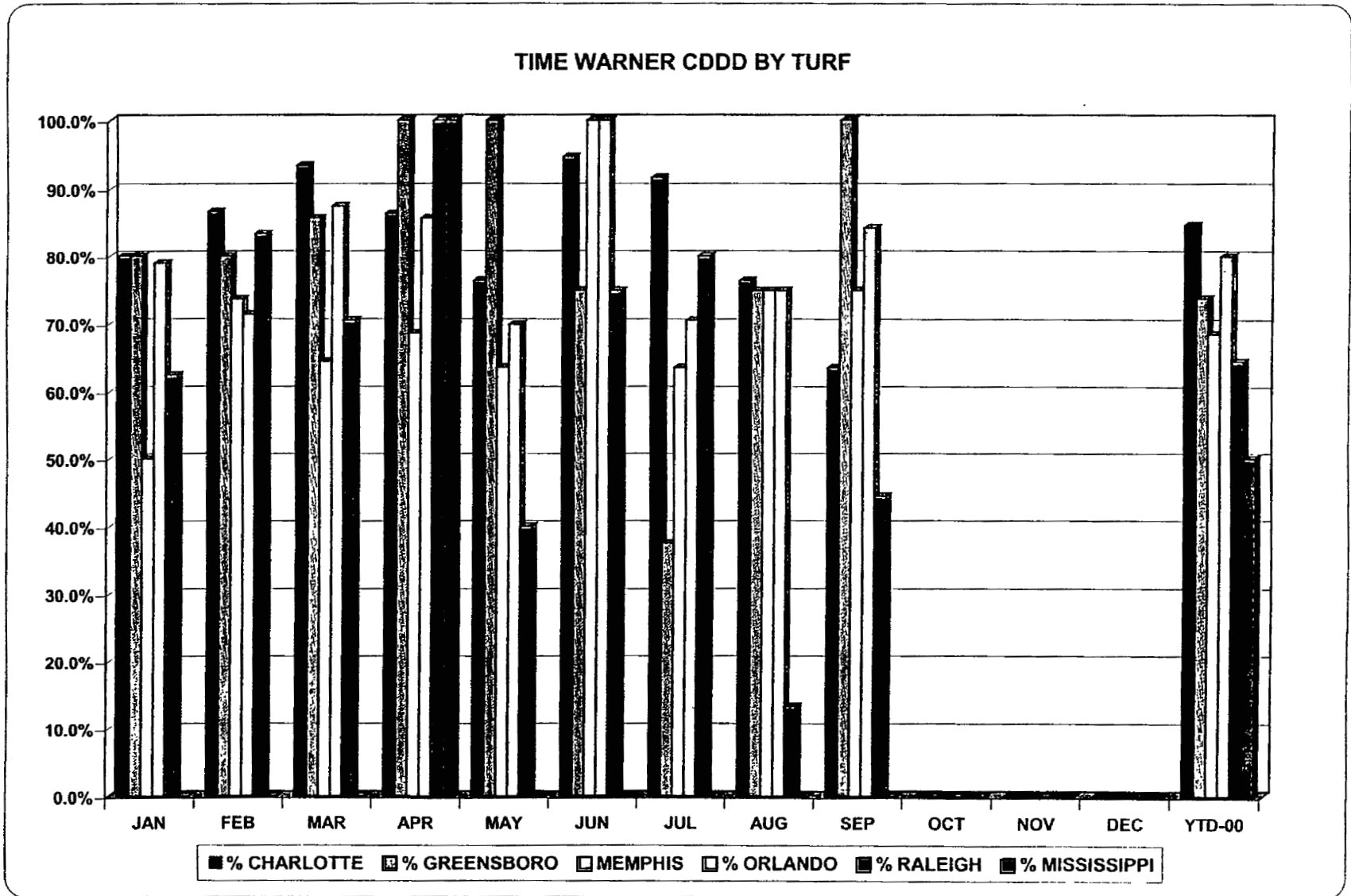
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10/17/2000
ISSUE 1

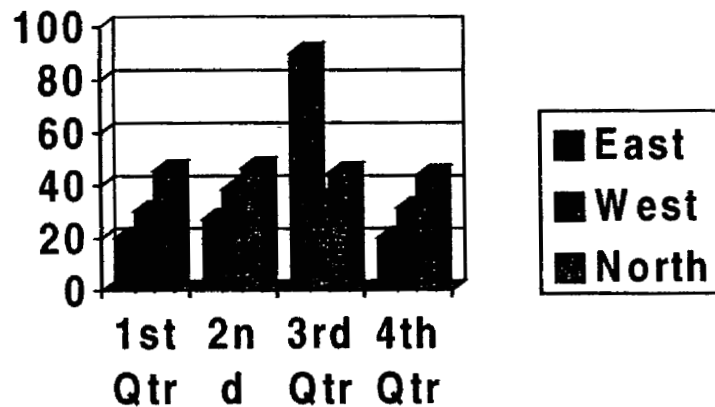
BELLSOUTH/TIMEWARNER-TIM PROVISIONING 2000
% CDDD MET BY SPECIFIED TURF

CDDD BY TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD-00
CHARLOTTE													
# ORDERS	20	15	46	22	17	19	12	34	11				196
MADE	16	13	43	19	13	18	11	26	7				166
MISSED	4	2	3	3	4	1	1	8	4	0	0	0	30
% CHARLOTTE	80.0%	86.7%	93.5%	86.4%	76.5%	94.7%	91.7%	76.5%	63.6%	0.0%	0.0%	0.0%	84.7%
TIM/OBJ =													
GREENSBORO													
# ORDERS	10	5	7	1	1	8	8	4	2				46
MADE	8	4	6	1	1	6	3	3	2				34
MISSED	2	1	1	0	0	2	5	1	0	0	0	0	12
% GREENSBORO	80.0%	80.0%	85.7%	100.0%	100.0%	75.0%	37.5%	75.0%	100.0%	0.0%	0.0%	0.0%	73.9%
TIM/OBJ =													
MEMPHIS													
# ORDERS	12	19	31	16	11	6	11	12	16				134
MADE	6	14	20	11	7	6	7	9	12				92
MISSED	6	5	11	5	4	0	4	3	4	0	0	0	42
% MEMPHIS	50.0%	73.7%	64.5%	68.8%	63.6%	100.0%	63.6%	75.0%	75.0%	0.0%	0.0%	0.0%	68.7%
TIM/OBJ =													
MISSISSIPPI													
# ORDERS	0	0	0	1	1	0	0	0	0				2
MADE	0	0	0	1	0	0	0	0	0				1
MISSED	0	0	0	0	1	0	0	0	0	0	0	0	1
% MISSISSIPPI	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	50.0%
TIM/OBJ =													
ORLANDO													
# ORDERS	19	28	32	14	10	8	17	8	19				155
MADE	15	20	28	12	7	8	12	6	16				124
MISSED	4	8	4	2	3	0	5	2	3	0	0	0	31
% ORLANDO	78.9%	71.4%	87.5%	85.7%	70.0%	100.0%	70.6%	75.0%	84.2%	0.0%	0.0%	0.0%	80.0%
TIM/OBJ =													
RALEIGH													
# ORDERS	8	18	17	15	10	16	5	15	9				113
MADE	5	15	12	15	4	12	4	2	4				73
MISSED	3	3	5	0	6	4	1	13	5	0	0	0	40
% RALEIGH	62.5%	83.3%	70.6%	100.0%	40.0%	75.0%	80.0%	13.3%	44.4%	0.0%	0.0%	0.0%	64.6%
TIM/OBJ =													

BELLSOUTH/TIMEWARNER-TIM PROVISIONING 2000
% CDDD MET BY SPECIFIED TURF



TIME WARNER-TIM *PROVISIONING RESULTS 1999*



TIME WARNER - TIM

I. PERFORMANCE RESULTS AND CHARTS

- 1. Ticket Counts And Duration Measurements*
- 2. Validation Data*

II. PROVISIONING RESULTS

- 1. % CDDD Met*
- 2. % DLR'S On Time*
- 3. New Circuit Failure Rate*

PERFORMANCE REQUIREMENTS/TIM-PROVISIONING

% CDDD MET(Percent Customer Desired Due Date) Number of ASRs/Orders completed on the customer requested Due Date, divided by the total number of Access Service Requests received for the report month, expressed as a percentage.

% DLRs ON TIME(Design Line Record) Number of DLRs received by the customer prior to installation, divided by the total DLRs for the report month, expressed as a percentage.

NCFR(New Circuit Failure Rate) Number of troubles within 30 days of installation, divided by the number of circuits turned up 60 days back- expressed as a percentage.

BELLSOUTH/TIME WARNER-TIM PROVISIONING RESULTS 1999

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD-99
#ORDERS	77	93	91	79	59	105	82	84	76	74	101	109	1030
MADE	66	75	77	69	40	81	63	53	54	55	73	83	789
MISSED	11	18	14	10	19	24	19	31	22	19	28	26	241
% CDDD MET	85.7%	80.6%	84.6%	87.3%	67.8%	77.1%	76.8%	63.1%	71.1%	74.3%	72.3%	76.1%	76.6%
TIM/OBJ =													
#ASRS(ITEM LVL)	69	48	293	1077	37	68	86	45	204	586	42	282	2837
#DLR OT	47	21	189	1056	24	30	54	29	123	584	30	24	2211
#DLR NOT	22	27	104	21	13	38	32	16	81	2	12	258	626
% DLR ON TIME	68.1%	43.8%	64.5%	98.1%	64.9%	44.1%	62.8%	64.4%	60.3%	99.7%	71.4%	8.5%	77.9%
TIM/OBJ =													
# INSTALLS/60 DAYS	158	79	109	309	1276	1349	1857	1089	1149	2215	2336	2893	14819
# FAILED/30 DAYS	2	7	11	5	8	7	11	9	3	7	4	7	81
NCFR/BS CAUSED	1.3%	8.9%	10.1%	1.6%	0.6%	0.5%	0.6%	0.8%	0.3%	0.3%	0.2%	0.2%	0.5%
TIM/OBJ =													

* THE FIGURES FOR CDDD & NCFR (JAN - MAY) WERE RECALCULATED TO EXCLUDE UNE CIRCUITS

BELLSOUTH/TIMEWARNER-TIM PROVISIONING 1999
% CDDD MET BY SPECIFIED TURF

CDDD BY TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD-99
# ORDERS	9	16	12	11	18	18	18	16	18	13	17	5	171
MADE	5	7	9	10	14	14	14	11	13	12	13	5	127
MISSED	4	9	3	1	4	4	4	5	5	1	4	0	44
TURF %	55.6%	43.8%	75.0%	90.9%	77.8%	77.8%	77.8%	68.8%	72.2%	92.3%	76.5%	100.0%	74.3%
TIM/OBJ =													
# ORDERS	6	3	3	25	2	17	5	3	2	4	5	6	81
MADE	4	3	2	24	2	17	5	2	2	1	5	2	69
MISSED	2	0	1	1	0	0	0	1	0	3	0	4	12
TURF %	66.7%	100.0%	66.7%	96.0%	100.0%	100.0%	100.0%	66.7%	100.0%	25.0%	100.0%	33.3%	85.2%
TIM/OBJ =													
# ORDERS	26	29	17	21	11	31	18	15	13	18	17	23	239
MADE	19	27	13	15	7	21	11	11	7	13	7	15	166
MISSED	7	2	4	6	4	10	7	4	6	5	10	8	73
TURF %	73.1%	93.1%	76.5%	71.4%	63.6%	67.7%	61.1%	73.3%	53.8%	72.2%	41.2%	65.2%	69.5%
TIM/OBJ =													
# ORDERS	0	2	2	1	0	0	0	0	0	1	2	0	8
MADE	0	2	2	1	0	0	0	0	0	0	2	0	7
MISSED	0	0	0	0	0	0	0	0	0	1	0	0	1
TURF %	0.0%	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	87.5%
TIM/OBJ =													
# ORDERS	20	14	18	14	12	14	19	14	19	17	27	31	219
MADE	20	14	15	12	10	11	18	9	12	16	23	28	188
MISSED	0	0	3	2	2	3	1	5	7	1	4	3	31
TURF %	100.0%	100.0%	83.3%	85.7%	83.3%	78.6%	94.7%	64.3%	63.2%	94.1%	85.2%	90.3%	85.8%
TIM/OBJ =													
# ORDERS	21	31	18	25	7	11	15	15	8	10	14	20	195
MADE	15	20	14	24	4	6	9	8	7	3	6	14	130
MISSED	6	11	4	1	3	5	6	7	1	7	8	6	65
% RALEIGH	71.4%	64.5%	77.8%	96.0%	57.1%	54.5%	60.0%	53.3%	87.5%	30.0%	42.9%	70.0%	66.7%
TIM/OBJ =													

BELLSOUTH/TIME WARNER-TIM Ticket Counts And Duration Measurements 1999

TIM ALL TICKETS

Service	Format	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Message	M	0	0	0	0	0	0	1	13	0	29	3	50	96
DDS	S	0	0	0	0	0	0	0	0	0	0	0	0	0
DS1/DS3	S	129	142	185	252	118	253	158	169	136	181	96	97	1916
DS0	S	0	0	0	0	0	0	0	0	0	0	0	0	0
DS1/DS3	C	20	37	35	29	30	66	21	18	5	45	35	79	420
Total		149	179	220	281	148	319	180	200	141	255	134	226	2432

TIM MEASURED TICKETS

Message	M	0	0	0	0	0	0	0	0	0	29	0	0	29
DDS	S	0	0	0	0	0	0	0	0	0	0	0	0	0
DS1/DS3	S	54	50	60	65	75	86	98	103	94	86	51	43	865
DS0	S	0	0	0	0	0	0	0	0	0	0	0	0	0
DS1/DS3	C	5	3	2	4	10	9	2	0	1	1	0	3	40
Total		59	53	62	69	85	95	100	103	95	116	51	46	934

TIM MEASURED TICKETS - TOTAL DURATION

Message	M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.68	0.00	0.00	82.68
DDS	S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DS1/DS3	S	184.59	293.41	304.44	281.46	597.98	657.84	577.61	592.13	566.99	376.59	301.40	265.47	4999.91
DS0	S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DS1/DS3	C	10.19	18.72	16.78	7.29	35.17	20.16	7.57	0.00	63.98	7.23	0.00	18.23	205.32
Hours		194.78	312.13	321.22	288.75	633.15	678.00	585.18	592.13	630.97	466.50	301.40	283.70	5287.91

TIM MEASURED TICKETS - AVERAGE DURATION

Message	M	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.85	0.00	0.00	2.85
DDS	S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DS1/DS3	S	3.42	5.87	5.07	4.33	7.97	7.65	5.89	5.75	6.03	4.38	5.91	6.17	5.78
DS0	S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DS1/DS3	C	2.04	6.24	8.39	1.82	3.52	2.24	3.79	0.00	63.98	7.23	0.00	6.08	5.13
Hours		3.30	5.89	5.18	4.18	7.45	7.14	5.85	5.75	6.64	4.02	5.91	6.17	5.66

TIME WARNER DURATION BY TURF 1999

TIM MEASURED TICKETS

TURF	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
CHARLOTTE	12	13	11	13	11	15	14	26	15	18	12	6	166
GREENSBORO	2	0	5	0	2	1	1	1	1	2	0	2	17
MEMPHIS	27	19	21	29	19	21	34	24	18	23	21	1	257
MISSISSIPPI	5	0	2	4	4	1	2	3	1	5	1	18	46
ORLANDO	3	4	6	3	15	14	18	10	4	12	5	3	97
RALEIGH	9	9	10	13	24	30	13	11	40	10	6	6	181
Total Tickets	58	45	55	62	75	82	82	75	79	70	45	36	764

TIM MEASURED TICKETS - TOTAL DURATION

TURF	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
CHARLOTTE	19.22	45.15	66.17	55.20	42.78	35.97	84.63	158.17	127.52	93.30	87.50	40.12	855.73
GREENSBORO	2.57	0.00	32.48	0.00	5.52	3.08	7.67	4.58	4.63	6.35	0.00	8.50	75.38
MEMPHIS	124.13	135.30	104.75	186.80	180.07	113.98	288.55	155.97	191.83	106.70	164.57	1.98	1754.63
MISSISSIPPI	9.18	0.00	8.43	17.40	11.32	2.70	4.90	6.78	9.55	26.25	0.25	94.20	190.96
ORLANDO	11.13	15.62	34.83	2.00	63.35	60.12	79.88	53.80	18.03	65.27	17.98	14.73	436.74
RALEIGH	40.93	90.50	62.78	66.47	284.90	393.50	73.77	88.48	277.40	42.07	31.17	56.50	1508.47
Total Hours	207.17	286.57	309.44	327.87	587.94	609.35	539.40	467.78	628.96	339.94	301.47	216.03	4821.91

TIM MEASURED TICKETS - AVERAGE DURATION

TURF	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
CHARLOTTE	1.60	3.47	6.02	4.25	3.89	2.40	6.05	6.08	8.50	5.18	7.29	6.69	5.15
GREENSBORO	1.28	0.00	6.50	0.00	2.76	3.08	7.67	4.58	4.63	3.18	0.00	4.25	4.43
MEMPHIS	4.60	7.12	4.99	6.44	9.48	5.43	8.49	6.50	10.66	4.64	7.84	1.98	6.83
MISSISSIPPI	1.84	0.00	4.22	4.35	2.83	2.70	2.45	2.26	9.55	5.25	0.25	5.23	4.15
ORLANDO	3.71	3.90	5.81	0.67	4.22	4.29	4.44	5.38	4.51	5.44	3.60	4.91	4.50
RALEIGH	4.55	10.06	6.28	5.11	11.87	13.12	5.67	8.04	6.94	4.21	5.20	9.42	8.33
Avg Hours	3.57	6.37	5.63	5.29	7.84	7.43	6.58	6.24	7.96	4.86	6.70	6.00	6.31



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Interactive Pager 877 318-6434

September 28, 2000

Ms. Carolyn Marek
Vice President Regulatory
Time Warner Telecom, Inc.
233 Bramerton Court
Franklin, TN 37069

Dear Carolyn:

This is in response to your request for improved service performance levels for special access services. As conveyed in our meeting on August 8th and in subsequent discussions since then, BellSouth greatly values Time Warner's selection of BellSouth's Access Products to provide local service to your end users. We realize that this places us in an essential supplier position who must deliver service predictably in an accurate manner.

We have reviewed your suggested performance benchmarks and believe they are a reasonable starting point for establishing a base line for service expectation. For the three metrics you provided a recommended benchmark, we have compared them to an equivalent benchmark currently tied to BellSouth's key performance indicators. Listed below is the result of our findings:

	Time Warner Benchmark	BellSouth Internal Benchmark	Time Warner Current Performance
MTTR	97% within 4 hours	DSO 3.5 hrs DS1/DS3 3.4 hrs	No DSO Results 5.29 hrs YTD
On-time Performance	95% by Committed DD	DSO 92.27% DS1/DS3 90.00%	DSO 100% YTD DS1 90.6% YTD DS3 92.3% YTD
Facilities Availability	95% of FOC orders delivered on committed DD	Not Measured	Not Measured

With our new Access Service Delivery Filing planned to be effective October 17, 2000, you will find that our on time performance should improve to your 95% benchmark for basic non-project special access DSIs which meet our standard interval guidelines. These standard intervals will be backed by our service installation guarantee which if we miss a committed due date, Time Warner is credited automatically with the full installation charge.

Our Service Assurance Warranty that exists today covers all DSO through OCN special access services. The outage parameters vary by service level and zone. When an outage occurs longer than the stated duration, Time Warner is credited with up to a full month's recurring charge (see attachment). While we understand that you can't base a successful end user relationship on receiving outage credits, BellSouth is financially incented to prevent or respond quickly to outages as they occur.

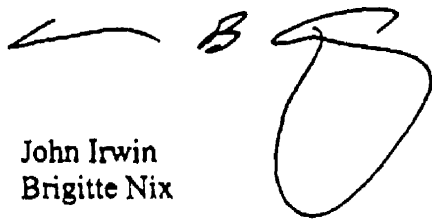
While we currently have no facilities availability benchmark, our Access Service Delivery Filings coupled with our new mechanized ASR Common Access Front End (CAFÉ) system available in late October will improve your ability to view address specific information. Armed with this information, Time Warner will be in a better position to know if an end user's location is included in our standard interval program, thereby significantly improving the likelihood that facilities will be in place to deliver service on the committed date.

You also provided us with a list of some 31 measures without stated benchmark objectives. Currently most of these items are not measured for access services. We plan to use the list in a collaborative manner with Time Warner. We anticipate including the most important measures in a Service Level Agreement beginning with Pricing Flexibility negotiations during 1Q 2001 (providing our petition filed on August 24 is granted FCC relief). We believe this effort will counter balance any improvements made in local services once 271 reliefs are obtained.

As we strive for service improvement, we will never completely eliminate service errors. However, what we can commit to as these opportunities surface is to communicate and to care. Our communication plan is to contact you on all service outages which exceed two hours, at regular intervals until service is restored. Our ACAC personnel will champion escalations with the BellSouth Network organization when they see that meaningful progress is not being made. Lastly, where BellSouth was responsible for the error, we will join you on a call with your end user when needed and clearly explain our role and take responsibility for the problem.

I hope this communication and the ones which follow will reinforce our commitment to service improvement. Thank you for clearly stating your expectations for service performance. Our goal is to restore your confidence that Time Warner has chosen the right service and the best supplier to provide local service to your end users.

Cc: John Irwin
Brigitte Nix

Handwritten signature of John Irwin and Brigitte Nix. The signature consists of a stylized 'J' followed by a 'B' and a large, loopy 'N'.

CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

An Access service is considered interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under Tariff F.C.C. No.1 or in the event that the protective controls applied by BellSouth result in the complete loss of use of the service by the customer.

An interruption period starts when the customer reports the interruption to BellSouth, and ends when the service is operative. If customer does not report the interruption, no credit applies. Tariff F.C.C. No.1, Sec.2.4.4.

A credit allowance applies when an outage duration exceeds:

OC-3,12,48 SMARTRing	1 Second
DS3 LightGate	1 Minute
Shared Ring DS1/3 SMARTPath	1 Minute
DS1 (Zone 1)	1 Minute
DS1 (Zones 2 & 3)	30 Minutes
DS0	30 Minutes
All Others	30 Minutes

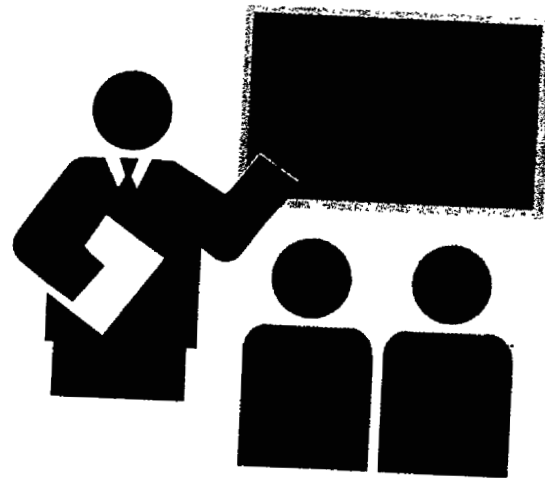
Credit allowance:

MRC = Monthly Recurring Charge

OC-3,12,48 SMARTRing	100% of MRC after 1 second outage
DS3 LightGate	100% of MRC after 1 minute outage
Shared Ring DS1/3 SMARTPath	100% of MRC after 1 minute outage
DS1	Zone 1 100% of MRC after 1 minute outage Zones 2 & 3 25% of MRC 30-150 min. outage 50% of MRC 151-210 min. outage 100% of MRC 211+ min. outage
DS0 - DDAS, Analog, Program Audio, Telegraph, Broadcast Quality Video	1/1440 th of MRC after 30-minute outage for each 30 minutes of outage

TIME WARNER-TIM

PERFORMANCE RESULTS OCTOBER 2000



I. BELLSOUTH/TIME WARNER MAINTENANCE RESULTS

Tab 1. Standardized Maintenance Report Description

Tab 2. BELLSOUTH/TIM Special Access Maintenance Results October 2000

- **MTTR Monthly**
- **MTTR Detail Tickets**
- **MTTR YTD**
- **Repeats**
- **Availability**
- **Failure Frequency**

II. BELLSOUTH/TIME WARNER PROVISIONING RESULTS

Tab 3. Standardized Provisioning Report Description

Tab 4. BELLSOUTH/TIM PROVISIONING SUMMARY 2000

- **CDD Monthly**
- **CDD Details**
- **CDD YTD**
- **DLR**
- **NCFR**
- **FOC**
- **Order Interval**



Maintenance Report Descriptions

MTTR Maintenance Report - (monthly results)

Mean Time-To-Repair Total Responsible Duration, divided by the total tickets received as Customer Reports(CR), Referred In (RN), and Referred To Self (RS). Excludes tickets closed to CPE, IEC, and INF, such as; Joint Meet/Vendor, Visual inspections at customer premises, tickets for tracking purposes, etc.....

Special Access Only, Adds & Rearrangements

MTTR Detail Ticket Report - (monthly results)

Detailed listing of all closed trouble tickets. See Report Glossary for field names and definitions

Special Access Only, Adds & Rearrangements

MTTR YTD Maintenance Report - (year to date results) Same as above

Maintenance Report Descriptions

Repeat Report Maintenance Report - (monthly results)

Special Access Only, Adds & Rearrangements

Failure Frequency Maintenance Report - (monthly results)

Detailed listing of all closed trouble tickets. See Report Glossary for field names and definitions

Special Access Only, Adds & Rearrangements

Percent Availability Report - (monthly results)

Special Access Only, Adds & Rearrangements

ALL-STATE® LEGAL 800-822-0510 ED14

RECYCLED



Specials MTTR Maintenance Report for TIME WARNER

Report Month: October, 2000

Data results as of 11/11/00

GAC: TIM

	Class	NF	TN	Total
DS1	229.42	53.17	125.83	408.42
	46	15	25	86
	4.99	3.54	5.03	4.75
DS3	11.37	0.00	0.00	11.37
	2	0	0	2
	5.68	0.00	0.00	5.68
Total	240.78	53.17	125.83	419.78
	48	15	25	88
	5.02	3.54	5.03	4.77

Key: Outage Hours for Measured tickets (Excludes CPE, IEC, INF)
Number of TroubleTickets
Average Duration: Hours & fraction of hours

State	Class	Ticket #	Circuit ID	Revd	Date	Revd Time	Close Date	Close Time	Average Duration	Trbl Code	Measured Trouble	Reported Trouble	Trouble Summary
TN	DS1	OV035871	T3/HCGS/585025 /SC	10/14/2000*	09 44	10/14/2000*	19 44	3 22	FAC	Yes	IC-CNT LOOP SMRTJL CKT DWN /LCON-ANITA 901271-7702/ACC HRS-24X7	6A2/CANT LOOP SMARTJACK REPAIRED CUT CABLE	
TN	DS1	OV035872	T3/HCGS/570526 /SC	10/14/2000*	09 45	10/14/2000*	17 50	8 00	FAC	Yes	IC-TL DWN CNT LOOP SMRTJK /LCON-ANITA 901271-7702/ACC HRS-24X7	6DA/CKD CUT CABLE REPAIRED/RVAN/8008290420	
TN	DS1	OV035902	T3/HCGS/568815 /SC	10/16/2000*	13 58	10/18/2000*	04 49	6 28	FAC	Yes	CKT DOWN CANT LOOP MU CELL SITE.GATE COMBO = 1544AC 24 X 7	6E/CX/CKD FIBER CUT/CLSD TO 24HR RULE/800 829 0420	
TN	DS1	OV035915	T3/HCGS/568875 /SC	10/17/2000*	01 06	10/18/2000*	05 26	3 02	FAC	Yes	CKT DOWN UNABLE TO LOOP SMRTJACK A CSU /LCON ANITA 901-271-7702/CALLO	6DY/DEF HRU/WHN 800-829 0420	
TN	DS1	OV035944	T3/HCGS/570526 /SC	10/17/2000*	18 46	10/19/2000*	04 05	11 07	FAC	Yes	CKT UP AND DWN SA/S LOW DR LVLS/VENDOR SEES -14DB/LCON-RANDY 901-271-7	6DY/HRU OPT/KNS/PALU 800-829 0420	
TN	DS1	OV035954	T3/HCGS/591508 /SC	10/18/2000*	12 11	10/18/2000*	14 34	2 38	FAC	Yes	XJACK ON CKT /IC HAD END USER UNPLUG & STILL CANT LOOP MU /LCON THE	6AH/HRU LOCKED UP/RESEATED/TOBY 303-566/9913 ADVSD	
TN	DS1	OV036087	T3/HCGS/588877 /SC	10/24/2000*	15 57	10/24/2000*	23 15	7 18	FAC	Yes	CKD CANT LP MU/LCON-UNMANNED CELL SITE COMB-1544 CALL/UT AUTHORIZED FOR	6DY/DEF CA PRCH/RS 800-829-0420	
TN	DS1	OV036089	T3/HCGS/557014 /SC	10/24/2000*	18 55	10/25/2000*	02 35	7 08	CO	Yes	CKD CANT LOOP MU-LEON 888-670-0001 FOR ACCESS/ACC HRS 24X7	6DY/MISSING R/MPER/REG 800-373-9190	
TN	DS1	OV036090	T3/HCGS/556933 /SC	10/24/2000*	18 56	10/25/2000*	02 36	7 07	CO	Yes	CKD CANT LOOP MU-LEON 888-670-0001 FOR ACCESS/ACC HRS 24X7	6DY/MISSING R/MPER/REG 800-373 9190	
TN	DS1	OV036091	T3/HCGS/556932 /SC	10/24/2000*	18 56	10/25/2000*	02 37	7 07	CO	Yes	CKD CANT LOOP MU-LEON 888-670-0001 FOR ACCESS/ACC HRS 24X7	6DY/MISSING R/MPER/REG 800-373 9190	
TN	DS1	OV036133	T3/HCGS/591058 /SC	10/25/2000*	16 39	10/25/2000*	21 39	4 93	CO	Yes	CKT IS DWN/IC CANNOT LOOP SMARTJACK/LCON ROBERT @ 901 271-7725/ACC 24	CKD/LOOPED IN CO	
TN	DS1	OV036212	T3/HCGS/587139 /SC	10/27/2000*	12 12	10/29/2000*	20 36	4 17	FAC	Yes	CKT DOWN UNABLE TO LOOP SMRTJK /LCON-SHAWN 901 271-7725 GATE COMBO-1455	6A/R/KD REPAIRED IN CA 5PLICE/TU-DAWN/FAC 211	
TN	DS1	OV036239	T2/HCGS/462123 /SC	10/30/2000*	08 51	10/31/2000*	02 40	2 32	FAC	Yes	CAN LOOP SMRTJK BUT CANT RUN TO IT /LCON-RANDY 901 525-1441	6DY/DEF HRU/HAD 800-829-0420	
TN	DS1	OV036276	T3/HCGS/565596 /SC	10/31/2000*	10 53	10/31/2000*	15 36	3 87	FAC	Yes	CKD/C CANT LOOP SMUK/LCON NANCY 901 527-6000/ACCESS 8-5PM	6C/C/CKD/CABLE TBLE CLEARED/JENNIFER 800 829-0420	
TN	DS1	OV035527	T3/HCGS/589698 /SC	09/29/2000*	14 32	10/01/2000*	13 25	0 88	INF	No	IC IS SEEING ERRORS/IC REQ TEST AFTER 18:00***TEST ASSIST ONLY****	6DA/CKD/TKT TEST CLEAN/JENNIFER/8008290420	
TN	DS1	OV035539	T3/HCGS/569048 /SC	10/01/2000*	04 00	10/01/2000*	05 11	0 23	INF	No	CKT DWN/CANT LOOP ANYTHING/LCON KATRINA 901 271 7702 ACC 247	6EY/CAME CLEAR/IC WENT INTRUSIVE/TUT IC DAVID	
TN	DS1	OV035620	T3/HCGS/557143 /SC	10/03/2000*	19 58	10/03/2000*	21 32	0 53	INF	No	CKT DWN /CANT LOOP SMRTJK /LCON BEY 901 821 7884	6GM / TOK / TUT CHRIS	
TN	DS1	OV035894	T3/HCGS/591409 /SC	10/16/2000*	11 27	10/16/2000*	16 31	5 03	INF	No	IC REQ VERIFY SET FOR UNFRAMED /LCON JOHN LANGSTON 901 751 8894	6Q/D IN FL CO ALL OPTIONS SET PROPERLY	
TN	DS1	OV036028	T3/HCGS/583025 /SC	10/21/2000*	19 26	10/25/2000*	06 42	7 03	INF	No	CKT DWN/IC HAS NO TEST ACCESS/IC SAYS CKT TAKING HITS/LCON-PAINE 901 271	6EY/TOK/TUT IC MARK	
TN	DS1	OV036209	T3/HCGS/589954 /SC	10/27/2000*	10 35	10/27/2000*	16 15	5 67	INF	No	REQ DISP TO GROUND SMD/NO INTRUSIVE TESTING,CUST ADV ERRORS BECAUSE INT	6E/F/EC REJTD DSP/PRO/INDED MU PER REQ/CLD TU PAUL	
TN	DS1	OV036251	T3/HCGS/589954 /SC	10/30/2000*	13 44	10/30/2000*	15 27	1 68	INF	No	INF/DIRECT DISP TO PREM TO GROUND WIRE/LCON M/ROB 901-462-1410, 8-5	6C/D/ISP TO GND M/UNDED ON OV016209/TUT LINDSAY	
TN	DS3	OV035757	90034/T3TIE /MMPH/TNMA /MMPH/TNMA/010/2000*	08 32	10/10/2000*	15 17	6 75	6 75	IEC	No	IC REQUEST WE VERIFY WHERE THE TPAIR IS CONNECTED ON BOTH ENDS*****	6A/M/FC CABLING NOT IN PLACE/OK TO QUINTON	
TN	DS3	OV035852	90033/T3TIE /MMPH/TNMA /MMPH/TNMA/013/2000*	08 45	10/13/2000*	15 46	2 03	2 03	INF	No	***NEW CKT***IC SAYS THIS IS NEW RISER GOING TO COLOC...NOT WIRED PER I	CKD/SP/NEW CKT/OK TO QUINTON/IC	
TN	Total Tickets	48									Measured Tickets		
Total	Total Tickets	173									Measured Tickets		88

MTTR Maintenance Report for TIME WARNER

Report Month: October, 2000

GAC Code : TIM

Class	January	February	March	April	May	June	July	August	September	October	YTD
DS1	373.32	242.68	591.85	275.15	423.62	748.88	727.92	536.22	681.53	408.42	5,009.58
	66	72	90	58	103	113	128	114	112	86	942
	5.66	3.37	6.58	4.74	4.11	6.63	5.69	4.70	6.09	4.75	5.32
DS3	1.20	1.50	3.67	0.00	3.40	6.40	36.35	0.00	0.00	11.37	63.88
	1	1	1	0	2	1	1	0	0	2	9
	1.20	1.50	3.67	0.00	1.70	6.40	36.35	0.00	0.00	5.68	7.10
Total	375	244	596	275	427	755	764	536	682	420	5,073
	67	73	91	58	105	114	129	114	112	88	951
	5.59	3.34	6.54	4.74	4.07	6.63	5.92	4.70	6.09	4.77	5.33

Key: **Outage Hours for Measured Tickets (Excludes CPE, IEC, INF)**
Average Duration: (hours & fraction of hours)
Number of Trouble Tickets

Repeat Failure Rate Maintenance Report for Time Warner

Report Month: October, 2000

Special Access Services

GAC: TIM

Data collected is for the measurement month of 9/1/00 .

Total Initial Circuits with a re-occurring trouble within 30 days of initial trouble in (September)

Class of Service		AL	FL	GA	KY	LA	MS	NC	SC	TN	Total
<u>DS0</u>	Prev Month Trbls	0	0	0	0	0	0	0	0	0	0
	Repeated Troubles	0	0	0	0	0	0	0	0	0	0
	Repeat Failure Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<u>DS1</u>	Prev Month Trbls	0	20	1	0	0	0	13	0	29	105
	Repeated Troubles	0	7	0	0	0	0	55	0	8	28
	Repeat Failure Rate	0.00%	35.00%	0.00%	0.00%	0.00%	0.00%	23.64%	0.00%	27.59%	26.67%
<u>DS3</u>	Prev Month Trbls	0	0	0	0	0	0	0	0	0	0
	Repeated Troubles	0	0	0	0	0	0	0	0	0	0
	Repeat Failure Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<u>All Classes</u>	Prev Month Trbls	0	20	1	0	0	0	55	0	29	105
	Repeated Troubles	0	7	0	0	0	0	13	0	8	28
	Repeat Failure Rate	0.00%	35.00%	0.00%	0.00%	0.00%	0.00%	23.64%	0.00%	27.59%	26.67%

Percent Circuit Availability Report: TIME WARNER

Report Month: October, 2000

GAC Code: TIM

CLASS		AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	Total
DSO	Available Hours	0	0	0	0	0	40,320	40,320	0	0	19,440	83,520
	Outage Hours	0	0	0	0	0	0	0	0	0	0	0
	Percent Avail.	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%	100.00%
DS1	Available Hours	1,440	720	1,440	1,440	2,160	2,937,600	2,937,600	2,160	9,360	1,184,400	5,328,720
	Outage Hours	0	0	0	0	0	226	54	0	0	120	400
	Percent Avail.	100.00%	100.00%	100.00%	100.00%	100.00%	99.99%	100.00%	100.00%	100.00%	99.99%	99.99%
DS3	Available Hours	0	0	0	0	0	771,840	771,840	720	720	103,680	1,496,160
	Outage Hours	0	0	0	0	0	11	0	0	0	0	11
	Percent Avail.	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
All Classes	Available Hours	1,440	720	1,440	1,440	2,160	3,749,760	3,749,760	2,880	10,080	1,307,520	6,908,400
	Outage Hours	0	0	0	0	0	237	54	0	0	120	411
	Percent Avail.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	99.99%

Available Hours = Installed Circuit base x 30 days x 24 hours

Outage Hours = Total Hours of Measured Trouble Outages (Excludes CPE,IEC, INF)

Failure Rate Report for TIM (All Troubles)

Report Month: October , 2000

Special Access Services, GAC: TIM

Class		AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	Total
DSO	Total Circuit Base	0	0	0	0	0	56	33	0	0	27	116
	Total Failures	0	0	0	0	0	0	0	0	0	0	0
	Percent Failed	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DS1	Total Circuit Base	2	1	2	2	3	4,080	1,650	3	13	1,645	7,401
	Total Failures	0	0	0	0	0	43	15	0	0	23	81
	Percent Failed	0.00%	0.00%	0.00%	0.00%	0.00%	1.05%	0.91%	0.00%	0.00%	1.40%	1.09%
DS3	Total Circuit Base	0	0	0	0	0	1,072	860	1	1	144	2,078
	Total Failures	0	0	0	0	0	2	0	0	0	0	2
	Percent Failed	0.00%	0.00%	0.00%	0.00%	0.00%	0.19%	0.00%	0.00%	0.00%	0.00%	0.10%
All Classes	Total Circuit Base	2	1	2	2	3	5,208	2,543	4	14	1,816	9,595
	Total Failures	0	0	0	0	0	45	15	0	0	23	83
	Percent Failed	0.00%	0.00%	0.00%	0.00%	0.00%	0.86%	0.59%	0.00%	0.00%	1.27%	0.87%

Provisioning Report Descriptions

CDD Provisioning Report - (monthly results)

Percentage of completed orders/items? completed on or before the Committed Due Date

Special Access Only, Adds & Rearrangements

CDD Provisioning Detail Report - (monthly results)

Detailed listing of all completed orders. See Report Glossary for field names and definitions

Special Access Only, Adds & Rearrangements

CDD YTD Provisioning Report - (year to date results)

Percentage of completed orders/items? completed on or before the Committed Due Date

Special Access Only, Adds & Rearrangements

Provisioning Report Descriptions

CDD Provisioning Report - (monthly results)

Percentage of completed orders/items? completed on or before the Customers Desired Due Date

Special Access Only, Adds & Rearrangements

CDDD Provisioning Detail Report - (monthly results)

Detailed listing of all completed orders. See Report Glossary for field names and definitions

Special Access Only, Adds & Rearrangements

CDDD YTD Provisioning Report - (year to date results)

Percentage of completed orders/items? completed on or before the Customers Desired Due Date

Special Access Only, Adds & Rearrangements

Provisioning Report Descriptions

Circuit Failure Rate (NCFR) Report - (monthly results)

Percentage of newly installed circuits (installed in previous month) that have a measured trouble within 30 days of installation.

Special Access Only, Adds & Rearrangements

Percent of DLRs Received -Percent of DLRs received prior to installation.

Provisioning Report Descriptions

Firm Order Confirmation (FOC) Report - (monthly results)

Percentage of Firm Order Confirmations sent back to the customer within 24, 48 and 72 hours of receipt of a complete and accurate ASR .

Special Access Only

Ordering Profile Report - (monthly results)

Requested IC order intervals and order intervals after clarification (intervals reported in (in business days).

Volume of ASR's supped and total # of ASR supplements.

BellSouth's performance in setting commitment date equal to customer's desired due date.

Special Access Only, Adds + Rearrangements

CDD YTD Provisioning Report for TIME WARNER

Year to Date Report through: October, 2000

Special Access Services, Activity: A + R

GAC: TIM Orders on Time

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
DSO													
On-Time	0	0	0	0	0	0	4	0	2	1	0	0	7
Total Orders	0	0	0	0	0	0	4	0	2	1	0	0	7
On-Time (%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%
DS1													
On-Time	52	68	115	83	86	87	80	70	63	68	0	0	772
Total Orders	56	77	123	88	90	94	84	78	72	79	0	0	841
On-Time (%)	92.86%	88.31%	93.50%	94.32%	95.56%	92.55%	95.24%	89.74%	87.50%	86.08%	0.00%	0.00%	91.80%
DS3													
On-Time	15	4	12	15	7	12	7	21	10	6	0	0	109
Total Orders	15	5	13	16	8	13	9	21	11	6	0	0	117
On-Time (%)	100.00%	80.00%	92.31%	93.75%	87.50%	92.31%	77.78%	100.00%	90.91%	100.00%	0.00%	0.00%	93.16%
All Classes													
On-Time	67	72	127	98	93	99	91	91	75	75	0	0	738
Total Orders	71	82	136	104	98	107	97	99	85	86	0	0	965
On-Time (%)	94.37%	87.80%	93.38%	94.23%	94.90%	92.52%	93.81%	91.92%	88.24%	87.21%	0.00%	0.00%	76.48%

DLR Rreport for TIME WARNER

Report Month: October 2000

Special Access Services

GAC: TIM

		AL	GA	LA	KY	MS	NC	NF	SC	SF	TN	No ST	Total
DS1	TOTAL ITEMS	0	0	0	0	0	57	23	0	0	20	0	100
	TOTAL MADE	0	0	0	0	0	28	5	0	0	8	0	41
	PERCENT OT	0.00%	0.00%	0.00%	0.00%	0.00%	49.12%	21.74%	0.00%	0.00	40.00%	0.00%	41.00%
DS3	TOTAL ITEMS	0	0	0	0	0	8	3	0	0	0	0	11
	TOTAL MADE	0	0	0	0	0	6	1	0	0	0	0	7
	PERCENT OT	0.00%	0.00%	0.00%	0.00%	0.00%	75.00%	33.33%	0.00%	0.00	0.00%	0.00%	63.64%
All Classes	TOTAL ITEMS	0	0	0	0	0	65	26	0	0	20	0	111
	TOTAL MADE	0	0	0	0	0	34	6	0	0	8	0	48
	PERCENT OT	0.00%	0.00%	0.00%	0.00%	0.00%	52.31%	23.08%	0.00%	0.00%	40.00%	0.00%	43.24%

DLR Report by GAC

New Circuit Failure Rate (NCFR) Report for TIME WARNER

Report Month: October, 2000

Special Access Services

GAC: TIM

		AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	Total
DSO	Trouble Tickets	0	0	0	0	0	0	0	0	0	0	0
	Circuits Installed	0	0	0	0	0	2	18	0	0	0	20
	Percent NCFR	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DS1	Trouble Tickets	0	0	0	0	0	1	2	0	0	4	7
	Circuits Installed	0	0	0	0	0	36	127	0	0	33	196
	Percent NCFR	0.00%	0.00%	0.00%	0.00%	0.00%	2.78%	1.57%	0.00%	0.00%	12.12%	3.57%
DS3	Trouble Tickets	0	0	0	0	0	0	0	0	0	0	0
	Circuits Installed	0	0	0	0	0	5	110	0	0	0	115
	Percent NCFR	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
All Classes	Trouble Tickets	0	0	0	0	0	1	2	0	0	4	7
	Circuits Installed	0	0	0	0	0	43	255	0	0	33	331
	Percent NCFR	0.00%	0.00%	0.00%	0.00%	0.00%	2.33%	0.78%	0.00%	0.00%	12.12%	2.11%

Circuits Installed = New circuits installed in previous month (September)

Trouble Tickets = Measured Customer Reports (Excludes CPE, INF, IEC)

Ordering Profile Report for TIME WARNER

REPORT MONTH: October, 2000

Special Access A + R
 GAC: TIM

Order Interval Data:

<u>IC Requested Interval - Initial</u>			<u>IC Requested Interval - After Clarification</u>		
Interval (days)	Count	Percent	Interval (days)	Count	Percent
0 - 4 Days	7	10.94%	0 - 4 Days	24	37.50%
5 - 7 Days	16	25.00%	5 - 7 Days	12	18.75%
8 - 11 Days	9	14.06%	8 - 11 Days	8	14.06%
12 - 14 Days	12	18.75%	12 - 14 Days	5	7.81%
15 + Days	20	31.25%	15 + Days	15	23.44%
Total ASR's	64		Total ASR's	64	
Avg. Interval	13.50		Avg. Interval	9.81	

ASR Supp Data:

Total ASR's	Supped ASR's	Total Supps	Requested Changes to CDDD
64	39	95	23

BellSouth Commitment Data:

Total ASR's	# of CDDD = Committed Date	Percent of CDDD = Committed Date	Average CY Gap (Bus days)	Average Overall Gap (bus days)
64	37	58%	6.93	3.22

Time Warner Measurements for Bell South

Month	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	6 Mth Ttl
Access Lines	52238	53584	55721	56360	58021	59580	59580
Charlotte	9420	9154	9018	9195	9430	9915	9915
Greensboro	3128	3822	3955	4016	4443	4564	4564
Memphis	14057	14472	14880	15171	15759	16137	16137
Orlando	13806	13836	14030	14080	13775	13942	13942
Raleigh	11827	12300	13838	13898	14614	15022	15022
Total TWT TTs By Group	868	967	931	1029	992	952	5739
Customer	558	553	555	659	651	635	3611
IXC	25	21	52	17	26	22	163
LEC	156	170	149	166	146	137	924
Time Warner	129	223	175	187	169	158	1041
Total TWTC Tickets Closed	868	967	931	1029	992	952	5739
Charlotte TTs	206	210	186	273	254	198	1327
Greensboro TTs	77	80	99	137	103	97	593
Memphis TTs	214	185	235	187	197	198	1216
Orlando TTs	179	301	210	232	204	233	1359
Raleigh TTs	192	191	201	200	234	226	1244
Total BS Tickets	104	123	115	103	108	92	645
Charlotte TTs	15	18	18	24	23	12	110
Greensboro TTs	5	7	7	6	7	7	39
Memphis TTs	54	52	37	44	38	32	257
Orlando TTs	12	20	23	16	19	14	104
Raleigh TTs	18	26	30	13	21	27	135
% of BS Troubles on TW Services *BS TTs / (IXC+LEC+TW)	33.5%	29.7%	30.6%	27.8%	31.7%	29.0%	30.3%
BS Avg Duration	31:55	10:58	8:34	9:29	13:04	19:47	15:16
Charlotte Duration	35:09	12:03	14:39	8:04	7:21	63:00	19:00
Greensboro Duration	400:06	38:09	8:58	21:52	70:00	40:59	84:37
Memphis Duration	7:24	8:16	8:26	9:08	8:06	5:02	7:54
Orlando Duration	16:49	8:41	6:27	6:50	11:40	18:46	10:45
Raleigh Duration	10:39	10:55	6:35	10:44	12:49	12:14	10:19
Total BS TTs >4Hrs Duration	70	88	77	72	75	61	443
Charlotte TTs	9	14	15	19	13	10	80
Greensboro TTs	3	5	7	5	4	7	31
Memphis TTs	33	33	21	27	23	17	154
Orlando TTs	10	15	16	10	16	11	78
Raleigh TTs	15	21	18	11	19	16	100
Percentage of TTs >4Hrs in Duration	67.3%	71.5%	67.0%	69.9%	69.4%	66.3%	68.7%
Charlotte TTs	60.0%	77.8%	83.3%	79.2%	56.5%	83.3%	72.7%
Greensboro TTs	60.0%	71.4%	100.0%	83.3%	57.1%	100.0%	79.5%
Memphis TTs	61.1%	63.5%	56.8%	61.4%	60.5%	53.1%	59.9%
Orlando TTs	83.3%	75.0%	69.6%	62.5%	84.2%	78.6%	75.0%
Raleigh TTs	83.3%	80.8%	60.0%	84.6%	90.5%	59.3%	74.1%
Total BS TTs Coded to Came Clear	22	20	6	19	9	7	83
% of BS TTs Coded to Came Clear	21.2%	16.3%	5.2%	18.4%	8.3%	7.6%	12.9%
BS TTs >4hrs Coded to Came Clear	8	12	2	8	6	5	41
%BS TTs >4hrs Coded to Came Clear	11.4%	13.6%	2.6%	11.1%	8.0%	8.2%	9.3%

OC058306	26/HCS/406407/SB	II	D51	Circuit Down	LEC	20 - Wiring	8 81	7 18	14 07	7/20/00 14 39	7/21/00 04 44	No	No	7
OC-058321	26/HCS/406424/SB	II	D51	Circuit Down	LEC	04 - Cable Clear	5 06	2 05	38 23	7/20/00 18 41	7/21/00 08 37	No	No	7
OC-058380	26/HCS/404128/SB	II	D51	Circuit Down	LEC	33 - Commercial Power Failure	9 89	9 39	28 47	7/23/00 01 42	7/24/00 06 10	No	No	7
OC-058381	26/HCS/404429/SB	II	D51	Circuit Down	LEC	33 - Commercial Power Failure	9 83	9 39	28 43	7/23/00 01 45	7/24/00 06 10	No	No	7
OC-058382	26/HCS/404430/SB	II	D51	Circuit Down	LEC	35 - Commercial Power Failure	11 69	9 08	28 43	7/23/00 01 46	7/24/00 06 12	No	No	7
OC-058383	26/HCS/404531/SB	II	D51	Circuit Down	LEC	35 - Commercial Power Failure	9 39	9 39	28 42	7/23/00 01 47	7/24/00 06 12	No	No	7
OC-058387	26/HCS/404661/SB	II	D51	Intermittent	LEC	35 - Commercial Power Failure	23 85	23 44	30 74	7/23/00 03 42	7/24/00 10 26	No	No	7
OC-058470	26/HCS/404666/SB	II	D51	Circuit Down	LEC	20 - Wiring	5 38	4 51	3 38	7/24/00 21 39	7/25/00 01 02	No	Yes	7
OC-058675	26/HCS/404666/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	6 24	5 00	6 24	7/27/00 12 44	7/27/00 18 36	No	Yes	7
OC-058676	26/HCS/404666/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	9 52	8 81	9 52	7/28/00 08 21	7/28/00 17 53	No	No	7
OC-058679	26/HCS/404691/SB	II	D51	Circuit Down	LEC	20 - Wiring	9 48	8 54	10 46	7/28/00 18 53	7/28/00 18 53	No	No	7
OC-058755	26/HCS/405404/SB	II	D51	Circuit Down	LEC	36 - Hubat Diaster	11 70	11 45	17 06	7/29/00 14 10	7/30/00 07 13	No	No	7
OC-058759	26/HCS/405733/SB	II	D51	Intermittent	LEC	43 - Bad Repeater	16 27	10 75	192 36	5/25/00 11 23	6/2/00 11 43	No	No	6
OC-056607	26/HCS/406674/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	8 06	6 13	9 50	6/2/00 10 09	6/2/00 19 43	No	Yes	6
OC-056662	UCR0511419	II	D51	Circuit Down	LEC	04 - Cable Clear	2 52	2 06	2 78	6/4/00 05 03	6/4/00 07 50	No	No	6
OC-056207	na	I	D51	Customer Assist	LEC	59 - MFX (Low Speed Card)	10 68	6 77	28 05	6/6/00 10 17	6/7/00 14 20	Yes	No	6
OC-056247	26/HCS/406967/SB	II	D51	Customer Assist	LEC	04 - Cable Clear	7 63	3 91	50 61	6/8/00 12 23	6/9/00 15 00	No	No	6
OC-056294	26/HCS/406969/SB	II	D51	Circuit Down	LEC	04 - Cable Clear	4 19	3 56	4 19	6/7/00 10 37	6/7/00 14 59	No	No	6
OC-056390	26/HCS/407 233/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	15 17	10 45	167 87	6/8/00 01 29	6/15/00 01 21	No	Yes	6
OC-056363	26/HCS/406674/SB	II	D51	Circuit Down	LEC	20 - Wiring	17 44	16 42	91 98	6/8/00 11 30	6/12/00 07 09	No	Yes	6
OC-056478	26/HCS/406667/SB	II	D51	Errors	LEC	42 - Loop Back Device	1 82	1 49	24 84	6/12/00 07 35	6/13/00 08 26	No	Yes	6
OC-056541	26/HCS/405970/SB	II	D51	Errors	LEC	59 - MFX (Low Speed Card)	21 42	1 32	238 28	6/13/00 12 49	6/13/00 11 06	No	Yes	6
OC-056618	26/HCS/404488/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	4 39	3 11	41 81	6/13/00 14 47	6/15/00 08 35	No	No	6
OC-057048	26/HCS/405253/SB	II	D51	Circuit Down	LEC	43 - Bad Repeater	13 32	11 66	29 55	6/15/00 00 35	6/16/00 06 09	No	Yes	6
OC-056742	26/HCS/405691/SB	II	D51	Circuit Down	LEC	45 - Dirty Jack	36 21	32 27	255 32	6/15/00 18 17	6/26/00 09 36	No	Yes	6
OC-056785	26/HCS/409216/SB/	II	D51	Customer Assist	LEC	51 - ODF (Card)	6 37	4 55	6 37	6/19/00 05 55	6/19/00 11 47	No	No	6
OC-056835	26/HCS/407326/SB	II	D51	Circuit Down	LEC	41 - Loop Back Device	11 63	11 02	21 96	6/19/00 09 59	6/20/00 07 57	No	No	6
OC-056880	26/HCS/407325/SB/	II	D51	Circuit Down	LEC	04 - Cable Clear	6 81	5 02	49 67	6/19/00 12 20	6/21/00 14 01	No	No	6
OC-056981	26/HCS/408027/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	24 10	22 56	74 02	6/19/00 12 21	6/22/00 14 22	No	No	6
OC-057150	26/HCS/403126/SB	II	D51	Circuit Down	LEC	04 - Cable Clear	7 22	5 88	22 27	6/21/00 16 30	6/22/00 14 46	No	No	6
OC-057168	26/HCS/408027/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	9 33	8 47	15 83	6/26/00 06 23	6/26/00 22 13	No	No	6
OC-057202	26/HCS/410234/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	17 67	12 87	45 11	6/26/00 09 56	6/28/00 07 02	No	Yes	6
OC-057206	26/HCS/406152/SB/	II	D51	Intermittent	LEC	42 - Loop Back Device	19 26	16 85	43 24	6/26/00 14 35	6/28/00 09 49	Yes	No	6
OC-057331	26/HCS/404653/SB	II	D51	Circuit Down	LEC	31 - Cable (Bad Coaxial)	14 83	12 62	14 03	6/26/00 17 24	6/27/00 07 25	No	No	6
OC-057372	26/HCS/403380/SB	II	D51	Circuit Down	LEC	04 - Cable Clear	24 14	22 27	38 32	6/28/00 16 40	6/30/00 06 59	No	No	6
OC-057419	26/HCS/410179/SB	II	D51	Circuit Down	LEC	43 - Bad Repeater	18 28	17 39	37 49	6/28/00 18 26	6/30/00 07 53	No	No	6
OC-054462	26/HCS/403763/SB	II	D51	Circuit Down	LEC	31 - Cable (Bad Coaxial)	11 63	13 20	13 63	6/30/00 07 06	6/30/00 20 43	Yes	No	6
OC-054464	26/HCS/403764/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	15 22	14 87	44 18	4/29/00 18 29	5/1/00 14 39	No	No	5
OC-054463	26/HCS/404662/SB	II	D51	Circuit Down	LEC	42 - Loop Back Device	16 00	15 35	44 15	4/29/00 18 31	5/1/00 14 39	No	No	5
OC-054635	26/HCS/403409/SB/	II	D51	Circuit Down	LEC	42 - Loop Back Device	21 15	14 74	44 11	4/29/00 18 33	5/1/00 14 40	No	No	5
OC-054667	26/HCS/407812/SB	II	D51	Intermittent	LEC	42 - Loop Back Device	8 82	8 12	23 38	5/3/00 20 04	5/4/00 19 28	No	No	5
OC054666	UCR0511419	II	D51	Customer Assist	LEC	30 - Cable (Cut/Defective)	11 10	10 42	29 93	5/4/00 07 51	5/5/00 11 47	No	No	5
OC-054778	26/HCS/403126/SB	II	D51	Circuit Down	LEC	04 - Cable Clear	3 46	1 81	16 77	5/4/00 16 37	5/9/00 09 24	No	No	5
OC-055012	26/HCS/403128/SB	II	D51	Circuit Down	LEC	20 - Wiring	14 30	11 20	20 70	5/8/00 11 49	5/9/00 08 31	No	No	5
OC-055013	26/HCS/405558/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	4 65	4 07	4 65	5/14/00 12 17	5/14/00 16 53	No	No	5
OC-055014	26/HCS/405690/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	4 62	4 08	4 62	5/14/00 12 18	5/14/00 16 53	No	No	5
OC-055097	26/HCS/403126/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	4 61	4 08	4 61	5/14/00 12 19	5/14/00 16 56	No	No	5
OC-055099	26/HCS/403127/SB	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	6 83	3 99	6 83	5/16/00 08 27	5/16/00 15 17	No	No	5
OC-055278	26/HCS/407342/SB/	II	D51	Circuit Down	LEC	30 - Cable (Cut/Defective)	6 85	3 89	6 85	5/16/00 08 27	5/16/00 15 18	No	No	5
OC-055322	61/HCS/204449/G.RES/	II	D51	Intermittent	LEC	03 - No Trouble Found	14 09	10 60	66 80	5/19/00 12 05	5/22/00 06 53	No	No	5
OC-055373	26/HCS/409382/SB	II	D51	Intermittent	LEC	20 - Wiring	1 29	0 25	13 47	5/22/00 00 27	5/22/00 13 53	No	No	5
OC-055666	26/HCS/409382/SB	II	D51	Errors	LEC	73 - SwRth Hardware	7 27	3 56	20 91	5/22/00 15 07	5/23/00 12 01	No	No	5
OC-063018	26/HCS/404502/SB	II	D51	Errors	LEC	42 - Loop Back Device	9 39	6 38	19 10	5/24/00 16 15	5/25/00 11 24	No	Yes	5
					LEC	42 - Loop Back Device	6 06	5 22	113 60	5/25/00 14 18	5/30/00 06 53	No	Yes	5
					LEC	42 - Loop Back Device	8 89	7 25	8 89	10/30/00 09 28	10/30/00 18 21	No	No	10
							12 24	10 19	37 10					0
							15 77	13 17	4 11					0

10 1143549
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