

27. As such, Sprint believes that LENS' ability to function in support of CLEC ordering is relevant to this Commission's evaluation of BellSouth's current capability to meet the nondiscriminatory access standard.
28. Although BellSouth claims that LENS is fully operational, numerous shortcomings lead to the conclusion that it is not. For example, CLECs are unable to submit change orders when an error has been identified or when the customer changes his order. CLECs must cancel and re-issue these orders with the probable result of an extended due date for the customer. The functionality to issue a "change" order is still under development.
29. In addition, if a customer has already converted to a CLEC's service and wishes to add or remove features, LENS will not currently support this "change" order. A paper Local Service Request ("LSR") submitted via facsimile to the LCSC is required.
30. With LENS, Mr. Stacy has stated in paragraph 58 of his Affidavit that unbundled network elements such as loops, ports, and interim number portability can be ordered via LENS. However, Sprint has been advised by BellSouth that this capability is the functional equivalent of submitting these orders via facsimile, and that actual on-line ordering capability for unbundled network elements will not be introduced until some point in the future. Using LENS, unbundled network element order information is entered into the "Remarks" section of the order screen and is manually retrieved and re-entered by BellSouth. Sprint's current experience in ordering unbundled network elements from BellSouth in Florida, which I will discuss in more detail later, demonstrates that exchange of information which is dependent upon human intervention is subject to error and ultimately results in a diminished level of service to CLEC customers. Sprint believes that

this is a good example of where a system's availability clearly does not equate to "fully operational."

31. LENS also does not provide a new entrant with the same on-line, front end edits available in BellSouth's internal OSS systems. On-line edits check for errors and prevent the release of orders until the service representative corrects such errors. LENS only looks for the presence of data in required fields and, therefore, would release orders with errors that internal OSS systems that have on-line front end edits, would not release. Without on-line edits, submitted orders are more likely to be later rejected and must be resubmitted. The cycle time for that process will cause delays in providing service to customers, as well as increase transaction costs.
32. With respect to BellSouth's Trouble Analysis and Facilities Interface ("TAFI"), BellSouth has stated that TAFI can be used to submit troubles associated with unbundled network elements such as unbundled ports or interim number portability, and that TAFI is the "appropriate" system to report troubles on these unbundled network elements. Sprint, however, has been advised that the functionality to report troubles on unbundled ports and interim number portability is the equivalent of sending a facsimile transmission since human intervention will be required to retrieve the information and re-enter such troubles into the appropriate BellSouth system. Clearly, this does not equate to "access" to BellSouth's underlying OSS and most definitively is not access to the information and functions in BellSouth's operational support systems in substantially the same time and manner as BellSouth has access for its retail customers, as BellSouth claims.

33. SMNI, Sprint's facilities-based operation in Florida, has first hand experience in utilizing BellSouth's operational support systems. SMNI is provisioning service to customers utilizing unbundled network elements obtained from BellSouth. Since SMNI has its own central office switch and a limited fiber optic backbone network, it must order numerous service types from BellSouth including local loops, local number portability, directory listings, interoffice trunks and local interconnection trunks.
34. SMNI currently utilizes Exchange Access Control and Tracking ("EXACT") to electronically transmit local loop orders to BellSouth. This electronic transmission medium was introduced to SMNI in May, 1997, by the BellSouth Account Team assigned to Sprint and SMNI as CLEC customers. This team from BellSouth assists Sprint in determining the OSS interfaces that will optimize OSS integration, functionality, and reliability.
35. In order to fully provision service to SMNI end users, however, SMNI must place separate service orders with BellSouth for local number portability (if the customer is keeping his BellSouth number) and for the customer's directory listing. These are currently being processed via facsimile.
36. With this process, there is no way to electronically coordinate the receipt of these orders by BellSouth, and there is no way for the SMNI service representative to know which BellSouth representative will receive the EXACT order processed. As such, a telephone follow-up by the SMNI service representative is required to ensure that the orders are properly coordinated.
37. Customer Service Record ("CSR") information, a critical part of the pre-order process, is currently being received via facsimile exchange with BellSouth. SMNI is aware that LENS

is available for transmission of the directory listing order and receiving the CSR information, but has found it unacceptable to insert another interface into what can only be described as an inherently immature and cumbersome order process. Moreover, electronic transmission would not eliminate the burden of coordinating the orders since EXACT and LENS do not interface with each other.

38. Sprint has been criticized by BellSouth in other proceedings for not utilizing what it refers to as its preferred ordering interface, EDI. As stated previously, SMNI adopted the EXACT interface at the recommendation of BellSouth's own account team. Despite BellSouth's critique in regulatory forums, the account team has not made a recommendation to migrate from EXACT to EDI.
39. Absent any notification or documentation, it seems that BellSouth's OSS support of unbundled network elements is in a highly developmental state. These capabilities must be communicated, documented and tested in a real world operating environment to determine whether they meet the nondiscriminatory access standard.
40. The practical reality of BellSouth's current OSS deployment is that CLECs ordering unbundled network elements will have to interface separately with multiple BellSouth systems to accomplish service establishment. This multi-system interface required in order to provide end user customers with service is both operationally and functionally burdensome for CLECs and most certainly does not provide a parity experience for CLEC customers.

41. In sum, today BellSouth does not offer an electronic machine-to-machine “flow through” for orders. Rather, these transactions depend upon a combination of interfaces which rely upon machine-to-human interactions.
42. The inferior functionality of BellSouth’s current operational support systems has impacted SMNI’s ability to provide quality service to its customers. In order to continue to operate in this environment, SMNI has found it necessary to add personnel whose sole responsibility is to walk the customer’s orders through the pre-order, ordering and provisioning processes. Beyond the higher operating costs and cumbersome administrative environment, the result to customers has been lengthy service installation intervals and an extended sales process.
43. Earlier in this testimony, it was noted that the interfaces introduced by BellSouth for use by CLECs are only interim solutions. This is consistent with Sprint’s observations in other regions where ILECs have developed, in most cases, a Graphical User Interface (“GUT”) in front of their legacy or retail systems, or relied upon other standard transmission methodologies such as EDI which still require manual-to-machine intervention.
44. There are numerous shortcomings in an interim interface such as LENS because it does not conform to industry standards and does not provide complete flow-through to the CLECs’ own operational support systems.
45. LENS is different from industry standard interfaces in that it is a proprietary system. BellSouth owns and controls the design of LENS and does not have any obligation to conform to industry standards or guidelines. This creates several problems. Under a proprietary system, the RBOC can make unilateral changes to the system. Unilaterally imposed changes can be expensive and disruptive for new entrants. In contrast, a system

based on national standards (i.e., a non-proprietary system) is more stable because it is not subject to unilateral changes. A new entrant can plan and implement its operations more efficiently and effectively when the OSS interface is stable.

46. Another drawback to proprietary systems like LENS is that such systems typically are unique to that particular ILEC. Consequently, CLECs who conduct business with more than one carrier have to operate with multiple OSS interfaces, which increases costs and decreases a CLEC's operational effectiveness and efficiency. Systems based on national standards alleviate that problem. BellSouth has complete control over the frequency of changes and the format in which data are presented and communicated with their proprietary system. Permanent interfaces will use national standards.
47. In addition, LENS provides a human-to-machine interface whereas permanent interfaces enable a machine-to-machine interface. When manual interfaces and intervention are introduced, the possibility of delay and errors increases. These errors are costly, in terms of the number of additional people that are required to process and provide quality control, and they also impact the level of service that a CLEC can provide to its end-user customers. Manual interfaces actually require a CLEC service representative to manually input data into the BellSouth OSS and then manually input that data again into the CLEC's own OSS databases. Without a direct electronic interface, the service representative actually has to perform the manual interface between the incumbent OSS and the CLEC's OSS.
48. BellSouth's EDI ordering interface does not meet the criteria of a nondiscriminatory interface. The EDI ordering interface will still involve manual intervention by both the CLEC and BellSouth for simple and complex orders. This interface requires additional

human intervention on the part of CLECs because the EDI interface is not integrated with an electronic interface for the pre-ordering functions. CLECs, therefore, must manually input pre-ordering information into the EDI service order. In contrast, BellSouth's OSS for ordering is integrated with its OSS for pre-ordering, which allows BellSouth to populate its service records electronically with pre-ordering information. The EDI ordering interface also may require additional human intervention by BellSouth. If CLECs must use interfaces that require manual intervention in comparison to the electronic access which BellSouth provides itself to its own OSS ordering and provisioning functions, then BellSouth is not providing CLECs with nondiscriminatory access to OSS.

49. BellSouth, like many other ILECs, has proposed "customized" electronic interfaces that reside in front of the many systems the ILEC uses itself. These interfaces will conform to industry standards whenever possible and provide full systems flow-through, or "electronic bonding." As of this date, these interfaces have not been designed, tested or released to the CLEC community. Further, until the systems have been operational in a real world environment and functioning to support CLEC customers, it cannot be determined whether they are adequate to meet the nondiscriminatory access standard.
50. In conclusion, Sprint does not believe that BellSouth's current operational support systems meet the nondiscriminatory access standard.

BellSouth's Provision of Unbundled Network Elements in Support of Sprint's CLEC Affiliate in Florida, SMNI

51. As referenced earlier, SMNI has been procuring unbundled network elements from BellSouth for use in providing local exchange service to business customers since July, 1996. Since that time and continuing to this date, SMNI has encountered numerous challenges in attempting to acquire these services from BellSouth. These challenges include poor communications, ineffective processes, lack of performance and maintenance problems. The result has been increased operational costs, loss of revenue, loss of customers and a damaged reputation as a local exchange service provider.
52. It is important to note that Sprint is not claiming to be error free and is not attempting in any way to hold BellSouth accountable for Sprint actions. That is why the processes and service incidents referenced in this affidavit are exclusively related to BellSouth performance accountabilities that are beyond Sprint's control.

Firm Order Confirmations

53. Problems are occurring in virtually all phases of the customer activation process. For example, BellSouth regularly misses its commitment to provide Firm Order Confirmation ("FOC") to SMNI within 48 hours of receipt of a complete and accurate order.² These delays frequently cause installations to be postponed, meaning that SMNI misses the due date commitment to its customer. In addition, on numerous occasions BellSouth has failed

² FOCs are notifications from BellSouth that SMNI's orders have been received and indicate whether or not BellSouth can meet the desired due date for service.

to or been unable to stop service disconnection orders from being processed when the cutover to SMNI service has been delayed. BellSouth also consistently fails to notify SMNI in a timely fashion of facilities issues which will prevent SMNI from meeting its due date commitment to the customer. Such notification by BellSouth is frequently within a few days of the scheduled due date and typically requires postponement of the service installation. Cutovers have also intermittently been incomplete due to BellSouth provisioning, equipment or network capacity issues. SMNI's wholesale bill has also been problematic. Rate elements have been repeatedly mis-applied and SMNI has had to request adjustments every month. Incorrect provisioning of circuit orders has also caused post-cutover problems such as diminished data transmission capability.

54. These problems have been communicated in detail to BellSouth personnel both verbally and in writing on an ongoing basis beginning as early as October, 1996. Efforts to advise BellSouth of SMNI's operational issues include telephone conversations and face-to-face meetings with BellSouth's account team charged with supporting Sprint's interface as a CLEC with BellSouth. Executive sessions have been conducted to communicate SMNI's problems and solicit BellSouth's support in resolving the performance and underlying process issues. Nonetheless, despite the executive attention devoted to these matters, SMNI continues to experience problems that impair its ability to enter the local exchange market in Florida on a broader scale because of the resulting increased customer acquisition costs and negative impact on the Sprint brand name.
55. BellSouth has repeatedly failed to meet its commitment to return FOCs within 48 hours of order receipt. As a result, SMNI personnel must expend significant time repeatedly calling

BellSouth to check on the status of the FOCs. The necessity for manual intervention significantly increases SMNI's operational costs. Moreover, BellSouth's failure to provide SMNI with FOCs in a timely manner makes it impossible for SMNI to confirm to its customers that their desired due dates can be met. This harms SMNI's reputation as a reliable service provider and impedes its ability to establish itself as a quality competitive local exchange service provider.

56. A letter communicating Sprint's concerns with BellSouth's failure to meet its 48-hour FOC commitment was sent to Carol Jarman, Assistant Vice President- BellSouth and leader of the Sprint account team. This April 18, 1997 letter is attached as Exhibit "A". Ms. Jarman responded in a letter dated April 25, 1997, Exhibit "B", indicating that BellSouth was adding resources to meet the 48-hour commitment. In a May 1, 1997 letter, attached as Exhibit "C" to this affidavit, Mr. George Head, Sprint's Vice President- Local Market Integration, wrote to BellSouth's Vice President- Interconnection Sales, Mr. Joe Baker, to express his concerns regarding BellSouth's failure to meet its 48-hour FOC commitment. Mr. Baker's response, dated May 5, 1997 and attached as Exhibit "D", once again reaffirmed BellSouth's commitment to meeting the 48-hour interval for returning FOCs. On June 24, 1997, at Sprint's request, Sprint and BellSouth met at BellSouth's Birmingham, Alabama offices to discuss current process improvement procedures being implemented by BellSouth to meet its obligations to SMNI, including the provision of timely and accurate FOCs.
57. Despite all of the meetings and correspondence exchanged between SMNI and BellSouth, SMNI continues to experience problems in obtaining timely and accurate FOCs.

58. Attached as Exhibit "E" is a chart showing data compiled since April, 1997, in connection with late FOCs. In April, 1997, 95 percent of the FOCs returned from BellSouth were received by SMNI beyond the 48-hour commitment. In May 1997, 50 percent did not meet the 48-hour commitment. In June, 73 percent did not meet the commitment. In July, 40 percent were late and in August, 46 percent were late. In September, 42 percent did not meet the 48-hour commitment. In October and November (to date), 10 percent and 16 percent were late. In November, two of the late FOCs were received after 10 days.

Cutover Problems

59. BellSouth has, on numerous occasions, left new SMNI customers with no service at all during the service conversion process. This has resulted in lost business and serious operational disruption for SMNI's business customers. It has also damaged SMNI's credibility as far as its ability to successfully manage the service conversion process.
60. These service interruptions are associated with the process of migrating customers from BellSouth to SMNI service. In the current process to provision services using unbundled local loops secured from BellSouth, BellSouth issues its own internal orders to disconnect the customer's BellSouth service immediately prior to the activation of and turn-up of the local loop, enabling the "new" service to be provided by SMNI. When a cutover is delayed, BellSouth must cancel the previous disconnect order and reissue a new disconnect order with a revised due date. On numerous occasions, BellSouth has failed to cancel a disconnect order and reissue a new disconnect order resulting in the customer's service being disconnected prior to the cutover to SMNI. On other occasions, BellSouth has been

unable to stop service disconnection orders from being processed through its systems when the need to reschedule is discovered too close to the scheduled cutover date. The result is that the customer's service is disconnected before the "new" service elements are ready to be activated. Customers have endured total service outages for hours at a time and in some cases, total service restoration has taken days to be accomplished.

61. On May 6, 1997, BellSouth postponed a customer's cutover to SMNI due to BellSouth's lack of facilities. The customer had been scheduled to migrate service to SMNI on the same day. SMNI rescheduled the migration internally and with the customer for June 16, 1997 at BellSouth's request. However, BellSouth failed to revise the due dates on its internal orders and the customer was disconnected on May 6, 1997. The customer's service was restored by BellSouth later that day.
62. Another customer scheduled to convert his service to SMNI on May 9, 1997. This was the third conversion date set for this customer due to BellSouth's inability to accomplish the cutover on two previously scheduled occasions. On May 9, 1997, BellSouth once again notified SMNI of the need to reschedule the service conversion. BellSouth, however, failed to properly revise its internal orders and the customer was taken out of service in error on May 9, 1997. Several lines were restored that same day, but multiple lines remained out of service. BellSouth subsequently determined that one line had been wired to the wrong equipment and another line had a broken jumper at the BellSouth central office. SMNI testing revealed additional problems with the customer's rotary lines. It took two additional days for BellSouth to resolve all of the problems associated with this conversion.

63. On May 22, 1997, BellSouth disconnected another customer after it postponed the customer's migration of service. Numerous lines within a rotary group were disconnected. They were reconnected the next day, May 23, 1997.
64. On May 29, 1997, BellSouth disconnected several lines prior to the scheduled start time for the customer's migration to SMNI, scheduled for that day. That customer's lines were not fully restored until June 3, 1997. On June 4, 1997, BellSouth disconnected the customer's lines again. They were not restored until later the same day.
65. The examples noted above represent only a small fraction of the service disconnection occurrences that SMNI customers have endured. They typify a BellSouth process problem that has existed since SMNI began placing unbundled loop orders with BellSouth in July, 1996.
66. BellSouth has suggested that late notification by SMNI of the need for a cutover delay is responsible for disrupting the conversion process and, consequently, BellSouth cannot be held responsible for the untimely disconnection of the customer's service. Notwithstanding BellSouth's assertions that cut-over delays are SMNI's fault, the facts demonstrate that the majority of the cut-over delays result from last minute notification from BellSouth that facilities or engineering problems necessitate delaying the cut-over. Regardless of whether a customer decides to delay cut-over or whether provisioning problems require a delay in the cutover, CLEC customers should not have to risk service interruption in the conversion process.
67. Customers neither understand, nor care, that BellSouth, not SMNI, controls the service disconnection process. They care only about the loss of business and productivity that

results when their local telephone service does not function properly. These service outages damage SMNI's reputation and impede its ability to establish and expand its competitive local service offerings in central Florida. Moreover, the outages diminish consumer confidence in the operational integrity of competitive local exchange providers and serve as a deterrent to switching to a CLEC's service. As such, it will be impossible for local exchange service competition to flourish in the current environment in which unbundled loop provisioning processes are unable to produce consistently acceptable performance levels.

68. Sprint believes that inappropriate service disconnection is just one example demonstrating that the fundamental processes supporting the provisioning of service using unbundled network elements are in a highly developmental state. These processes do not enable CLECs to provide service at parity with what BellSouth provides to its own retail customers and they do not provide CLECs with a reasonable opportunity to compete.

Cut-over Problems Due to BellSouth Facilities Issues

69. An example impacting two customers further demonstrates BellSouth's lack of effective processes for provisioning unbundled network elements and how that problem is impacting SMNI's ability to cut-over customers in a timely manner. In these cases, unbundled loop orders were delayed due to BellSouth "facility problems". After receipt of these orders, BellSouth discovered that its physical facility configuration used in providing service to a customer would not permit BellSouth to re-use the existing facilities. The configuration involved the provisioning of service using a Digital Access Cross Connect -mapped

Integrated Subscriber Line Concentrator (“DACS-mapped Integrated SLC”). This equipment is used to maximize usage of the physical facilities extending to customer premises. BellSouth advised SMNI that its automated systems were unable to process, assign and work the orders, meaning that their systems and processes did not support reuse of the existing facilities. While SMNI agreed that construction of new facilities would be costly and inefficient, BellSouth was reluctant to process these customer orders because manual procedures would be required and it might “set precedent” by agreeing to provision competitive services utilizing non-standard procedures. One of the customers was so frustrated by the delay that he, at his own expense, purchased a digital trunk interface (“DTI”) card for his PBX which enabled a different type of special circuit to be used to provision his service. Correct orders for these customers’ services were sent to BellSouth on September 13, 1996, and March 6, 1997 respectively. Only after Sprint escalated this situation to BellSouth executives were the services installed in early May, 1997 using “work-around” procedures.

70. As another example of BellSouth’s failure to provide timely notification to SMNI of facilities issues, SMNI submitted an Access Service Request (“ASR”) on August 1 of this year for a DS1 circuit with a customer desired due date (“CDDD”) of August 11. On August 8, BellSouth informed SMNI that facilities were not available for the scheduled cut-over. BellSouth requested that the installation be postponed. Because business customers traditionally need to schedule service migrations to accommodate business operational requirements, the installation date had to be re-negotiated with the customer. BellSouth’s

failure to provide timely notification of the facilities problem caused SMNI to miss its August 11 due date commitment. The service was installed August 15.

71. Sprint had advised BellSouth of its concerns regarding the provisioning problems referenced in paragraph 73 in its April 18 letter (Exhibit "A"). BellSouth's response in a letter dated May 2, 1997 and attached as Exhibit "F", indicated that resources had been assigned to study this issue and that it involved a "non-standard procedure that involves manually provisioning circuits without a service order." BellSouth's May 23, 1997 letter, Exhibit "G", further addressed this issue and noted that new procedures to accommodate this provisioning configuration were under development and were expected to be put into place by June 21, 1997. To date, Sprint has not been advised of any new procedures, but instead, must work with BellSouth to "hand walk" customers through the provisioning process when the customer is provisioned via this network configuration.
72. The processes utilized by BellSouth have resulted in unacceptable installation delays. While there have been modest improvements in installation intervals, lengthy delays in cutting over customers still persist.
73. For example, an ordering problem occurred when BellSouth twice issued its internal orders for one unbundled loop incorrectly, resulting in an eighteen-day installation interval and an executive complaint from the customer.
74. BellSouth has repeatedly failed to notify SMNI in a timely manner of facilities issues which prevent SMNI from meeting its customer's desired due date. These facilities issues include facilities shortages or any number of engineering design problems which prevent SMNI's service orders from being completed.

75. When BellSouth fails to provide timely notification of facilities problems which will impact due dates, SMNI must contact its customers to tell them that installation of SMNI service must be delayed. These incidents cause SMNI to appear inept and unresponsive to its customers. It further inconveniences SMNI customers since they must re-schedule work activities, and in some cases other vendors' schedules, around the revised service installation date.
76. In one instance, a customer that moved was without service for a day and had only two of fourteen lines operational for another day primarily because BellSouth failed to identify a facilities shortage problem until the Friday before the scheduled Monday cut-over. Sprint executive escalations were required to secure commitments to complete the service installation at the end of the second day. BellSouth has suggested that SMNI's late submission of service orders significantly contributed to BellSouth's inability to install service for this customer on the date requested. Service order records, however, reflect that the original orders for this customer were placed with BellSouth fourteen days prior to the customer's move date. The service orders were revised twice when Sprint was advised, during Sprint-initiated follow-up calls to BellSouth for status, that there were errors on the orders that needed to be corrected so that the service orders could be processed. Sprint corrected the orders immediately, but was unaware of one remaining error until Friday before the Monday order due date. Only then did BellSouth advise Sprint of its facilities problem.

Other Operational Problems

77. A maintenance problem emerged when an SMNI customer that is served via a direct fiber connection to SMNI's fiber optic backbone network began experiencing interrupted or degraded data transmission capability. Investigation into the trouble report revealed that several BellSouth trunk groups recently added to support increased tandem-to-tandem call volume had been incorrectly provisioned, and were lacking proper optioning for data transmission as was requested on the service orders submitted.
78. SMNI's wholesale bill has also been rendered incorrectly by BellSouth every month it has been issued. While BellSouth has repeatedly stated in testimony in conjunction with Section 271 proceedings that the billing problems have been resolved, SMNI continues to this date to discover errors. Once again, this problem is relevant to CLECs serving customers in Louisiana, given that BellSouth's systems supporting CLECs are not state-specific and will impact BellSouth's entire nine-state region. BellSouth's failure to issue accurate wholesale bills increases SMNI's operational costs and further discourages Sprint from entering new markets on a wide-scale basis.

Local Number Portability Problems

79. SMNI has also experienced service interruptions on numerous occasions resulting from BellSouth call routing errors, translations problems and failure to properly provision and implement interim number portability. These failures prevent calls from being completed to

SMNI customers. Such incidents have created customer dissatisfaction and have tarnished SMNI's reputation as a reliable service provider.

80. On Monday morning, May 19, 1997, BellSouth began implementation of a trunking reconfiguration project, which was intended to provide additional call routing capacity between the SMNI and BellSouth networks. BellSouth reversed the routing instructions for interoffice trunking in error, creating an "all circuits busy" condition for callers trying to reach SMNI customers. Customers were impacted for three hours and SMNI received a number of trouble tickets.
81. Another incident on May 30, 1997 revealed a translations problem in a BellSouth local switch whereby calls processed via the primary route were completed, but the secondary route returned "no longer in service" or "can't be completed as dialed" messages. This service problem occurred for at least seven hours before it could be isolated and resolved by BellSouth.
82. On June 6, 1997, a Simulated Facilities Group ("SFG") that contains network instructions for Local Number Portability functionality was taken out of service in error. This resulted in calls placed to SMNI customers being blocked for more than two hours. These service-impacting incidents were communicated to BellSouth via the standard trouble-reporting process as well as via personal telephone conversations with BellSouth's Sprint Account Team and maintenance personnel.
83. On June 18, 1997, George Head, Sprint Vice President-Local Market Integration, sent a letter, attached as Exhibit "H", to Joe Baker, BellSouth Vice President Sales-

Interconnection Services, in which he expressed concern about the damage these incidents caused to SMNI's ability to establish itself as a local service competitor.

84. These concerns were further reinforced at the executive level meeting referenced earlier, which was held at BellSouth's Birmingham offices on June 24, 1997.³ At 5:00 p.m. on June 24, however, BellSouth once again took SFG instructions out of its systems in error, causing an identical situation to the June 6 incident in which calls to SMNI customers who were provisioned using Local Number Portability could not be completed. Every SMNI customer with Local Number Portability served by the BellSouth switch in question was impacted by this outage.
85. The translations errors in these incidents have been corrected and the Simulated Facilities Groups have been restored. However, the underlying permanent process corrections necessary to prevent future occurrences are still being addressed. For Simulated Facilities Groups, BellSouth has advised Sprint that a system modification is required to prevent inadvertent manual intervention with respect to SMNI's translations tables. Without this modification, there is still risk of reoccurrence which would cause further service interruptions. While we understand that BellSouth is working diligently to prevent future errors, these service interruptions and the associated process deficiencies further demonstrate that the fundamental processes to effectively support the provisioning of unbundled network elements are in a highly developmental state and are currently incapable of producing consistently acceptable performance levels.

³ Additional correspondence between Sprint and BellSouth relative to the ongoing operational problems experienced are attached as Exhibit "I".

86. Moreover, these examples illustrate the total dependence of even a facilities-based CLEC such as SMNI on the integrity and accuracy of BellSouth's processes and systems in providing quality service to its customers.
87. As a final example, a SMNI customer returned his service to BellSouth on July 7, 1997, following provisioning delays and repeated service interruptions caused by BellSouth. To recap this customer's service experience, the customer's initial service cutover was postponed by BellSouth due to a facilities shortage. At cutover, BellSouth engineering problems caused an additional installation postponement. Two months later, this customer experienced a service interruption due to a BellSouth "open jumper." On three separate additional occasions, the customer could not receive calls due to BellSouth network routing errors related to call routing and Local Number Portability. After his service failed again July 3 due to a "bad card" on the BellSouth side of a demarcation hand-off between SMNI and BellSouth, the customer requested that his service be returned to BellSouth. The customer was taken out of service again by BellSouth for over a half day in the process of being switched back to BellSouth.
88. Based on the experiences described above, Sprint does not believe that BellSouth is satisfying the checklist requirement to provide nondiscriminatory access to network elements in its nine state region, including Louisiana, given that BellSouth's systems and processes supporting CLECs are not state specific.
89. Moreover, this operationally unstable and burdensome environment prevents Sprint from expanding its marketing efforts due to the inherent risks to its customers and to Sprint's reputation and brand name.

Sprint's Complaint with the Florida Commission

90. Because of the above described problems, as well as others, Sprint filed a formal Complaint against BellSouth with the Florida Public Service Commission on October 10, 1997, alleging several specific failures by BellSouth as follows:

- a) BellSouth has failed to provide firm order confirmation in a timely and accurate manner to enable SMNI to install service at intervals comparable to what BellSouth provides to its retail customers;
- (b) BellSouth has failed to identify provisioning problems in a timely manner to enable SMNI to meet customer desired due dates consistent with the service provided by BellSouth to its retail customers;
- c) BellSouth has disconnected customers seeking to migrate to SMNI service prior to the designated cutover date; and
- d) BellSouth has caused service interruptions to SMNI customers. These service interruptions have resulted in SMNI customers being unable to receive incoming calls and in some cases have also resulted in SMNI customers being unable to make outgoing calls.

The Role of Performance Measurements in Evaluating Nondiscrimination and Parity Compliance

91. Written statements about the expected performance levels of operational support systems and other processes supporting network element utilization are just that--- written

statements. They offer no empirical evidence upon which a fact-based evaluation of nondiscriminatory treatment can be conducted.

92. Sprint supports the development of unified nationwide measurement categories and methodologies, such as common definitions and calculation formulas, as will be required to monitor and evaluate the nondiscrimination and parity obligations of ILECs as described in Section 251 of the Act. Such measurements should compare the ILEC's performance in support of its retail operations to the ILEC's support of its affiliates, individual CLECs and the CLEC industry.
93. These measurements should encompass all essential OSS categories, including pre-order, ordering and provisioning, maintenance and repair, network performance, unbundled elements, operator services and directory assistance, system performance, service center availability and billing. Moreover, such measures must have common nationwide definitions and calculation methodologies. Consistent measurements will allow state commissions to easily monitor results across state boundaries to ensure nondiscriminatory treatment for their constituents.
94. Measurement objectives established for each performance element should be based on actual BellSouth support provided to its retail operations or retail analogues. In the absence of directly comparable BellSouth results, benchmark levels of performance should be established based upon performance benchmark studies. In the absence of such a study, default performance benchmarks should be established, such as those contained in the LCUG document referenced below. Finally, if none of those options is available, benchmark levels of performance should be established based upon "best of class" performance and an

assessment of the performance level necessary to give CLECs a meaningful opportunity to compete. The measures employed must demonstrate that nondiscriminatory access is being delivered across all interfaces and a broad range of resold services and unbundled elements. The measures must also address availability, timeliness of execution and accuracy of execution.

95. It is also important to note that such parity considerations will change from month to month and over time as normal process improvements drive positive change in the levels of support afforded CLECs.
96. Sprint's position is consistent with the Local Competition User's Group ("LCUG") "Service Quality Measurements" recommendation presented on September 26, 1997, to the FCC. It is Sprint's belief that performance measurements are necessary to provide factual evidence that CLECs are receiving treatment at least equal to that provided to an ILEC's own retail operations or local service affiliates. Such documentation of performance will be the only true indicator of whether BellSouth is fulfilling its nondiscrimination and parity obligations.

Status of BellSouth Performance Measurements

97. It is Sprint's understanding that initial negotiation of performance measures between BellSouth and AT&T were concluded in early May, 1997, and that the parties agreed that there were additional measures yet to be defined. BellSouth also states in Mr. Stacy's Affidavit in this docket, in paragraph 28, "A similar agreement was reached with Time Warner on September 5, 1997." He also says, "BST is willing, and in fact continues to negotiate performance measurement obligations with other CLECs." Actual performance

data for those CLECs who have completed negotiation with BellSouth of performance measures to be reported were published, according to BellSouth, for the first time in September, 1997.

98. Sprint's arbitration order concerning interconnection with BellSouth in Georgia called for performance measurements to be filed within forty-five days of the interconnection agreement's effective date. Sprint was unable to negotiate its desired measures within the forty-five day period prescribed or within a forty-five day extension period. To avoid further delay, and mindful of the performance measurements Docket currently open in Georgia, Sprint chose to accept and file with the Georgia Public Service Commission (GPSC) the best terms offered by BellSouth. These measures are predominantly the same as what BellSouth agreed to with AT&T. Sprint is continuing its negotiation of performance measurements with BellSouth for other BellSouth states.
99. Sprint further understands that the systems modifications necessary to actually capture performance element measures and produce reports have been initiated by BellSouth but not yet completed. Indeed, BellSouth has noted its agreements with two CLECs with regard to performance measurements to be tracked and reported, but has provided no evidence showing that the capabilities to track and report each of these measures exists today.
100. Sprint's own experience with SMNI provides an illustration of the status of BellSouth's implementation of performance measurements and the uncertainty surrounding the level of performance measurement reporting capabilities which are actually in place today.