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August 26, 2002

Ms Marlene H. Dortch
Secretary
Federal Communications Commission
The Portals
445 12th Street, S.W.
Washington, D.C. 20554

Re: WC Docket No. 01-321

Dear Ms Dortch:

On August 23, 2002, Pete Martin, Pat Finlen, Don Barbour, Larry Cost, and the undersigned, all representing BellSouth, met with John Stanley, Uzoma Onyeije, Ben Childers, Pamela Megna, Renee Crittendon, Cathy Zima and Jonathan Kraushaar from the Wireline Competition Bureau, Mark Stone from the Enforcement Bureau, and Jerry Stanshine from the Office of Engineering and Technology in connection with the above referenced proceeding. During the meeting, the attached handouts were used. The key points made by BellSouth in the meeting were:

1. The special access market is competitive.
2. Any action by the Commission should be competitively neutral and apply to all carriers.
3. BellSouth provides special services to its customers and will continue to work with its customers to meet their needs.
4. BellSouth is committed to the wholesale market and has offered performance and installation guarantees.
5. Negotiation is the preferred approach to address the needs of the special access marketplace.
6. The performance standards proposed by JCIG are generally unachievable and unrealistic.

BellSouth also provided a handout that identified the differences between the eleven special access measures and standards proposed by JCIG and the eleven measures and standards contained in the Time Warner Telecom/BellSouth framework.

In accordance with the Commission's rules, a copy of this notice is being filed electronically in the above referenced docket.

Sincerely,

A handwritten signature in black ink, appearing to read "W.W. Jordan". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

William W. Jordan

Attachments

cc: John Stanley
Uzoma Onyeije
Ben Childers
Pamela Megna
Renee Crittendon
Cathy Zima
Jonathan Kraushaar
Mark Stone
Jerry Stanshine

Special Access Performance Measurements

(CC Docket No. 01-321)
Presentation by BellSouth
August 23, 2002

Special Access Performance Measurements - Key Points

BellSouth

- **The special access market is competitive.**
 - The FCC granted BellSouth Phase I and Phase II pricing flexibility relief for its special access services on 12/15/00.
 - For special access and dedicated transport services, the FCC granted Phase I relief in 39 MSAs and Phase II relief in 38 MSAs.
 - For channel terminations to end users, the FCC granted Phase I relief in 37 MSAs and Phase II relief in 26 MSAs.
 - Since being granted this relief, BellSouth has negotiated and filed a total of 7 special access pricing flexibility contract tariffs. The most recent tariff was filed on 8/16/02.
 - On 8/2/02, BellSouth filed a pricing flexibility petition for Phase I and Phase II relief in 9 additional MSAs.
 - According to the UNE Fact Report 2002 filed jointly by BellSouth, SBC, Qwest, and Verizon in the Triennial Review proceeding, CLECs have captured between 28 and 39 percent market share for the special access market, based on 2000 revenue data.

- **Any action by the Commission should be competitively neutral and apply to all carriers.**
 - Any performance measures and standards adopted would be burdensome and interfere with the competitive operation of the marketplace.
 - Any action by the Commission should not disadvantage any class of carriers. Other carriers, such as CLECs and IXCs, also provide special access services, and any national performance measures should apply to those carriers as well.

Special Access Performance Measurements - Key Points (contin.)

BellSouth

- **BellSouth has a history of providing superior service to its special access customers and will continue to work with its customers to meet their needs.**
 - BellSouth improvement from 2000 to 2001 as reported on its ARMIS 43-05 reports (see the attached chart of ARMIS 43-05 report results)
 - On Time Provisioning Performance = 7.4%
 - Mean Time To Restore Average Duration = 26.1%
 - BellSouth improvement from the first half of 2001 to the first half of 2002
 - On Time Provisioning Performance = 3.9%
 - Mean Time To Restore Average Duration = 22%
 - BellSouth provides a standard report package to carriers and also provides customized reports upon request (see the attached examples).
 - Special access customer needs and circumstances are diverse resulting in unique tailored reports for many customers.

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

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

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

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

Self-Reported Provisioning Results for BellSouth SPA Customer

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

Self-Reported Maintenance Results for BellSouth SPA Customer

ACCESS SUPPLIER SELF-REPORTED MAINTENANCE RESULTS - Release Date 1/2002											
1/1/2002											
Measure_NO	Measure	START_DATE	END_DATE	SERVICE	CV	NO_DEFECTS	UNIVERSE	NO_SAMPLED	MISC_INFO	CALCULATION	REPORTED
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_OC3	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS3	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS3	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS1	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS0_DIG	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Sub-Cust_DS0_VG	BST						Y
2.1	FAIL_FREQ	1-Jul-02	31-Jul-02	Cust_DAL_ALL	BST						Y
2.6	NRF	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.6	NRF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.6	NRF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.7	TRF	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.7	TRF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.7	TRF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.4	MTTR_F	1-Jul-02	31-Jul-02	Cust_DS3	BST						Y
2.4	MTTR_F	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.4	MTTR_F	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.4	MTTR_F	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.4	MTTR_NF	1-Jul-02	31-Jul-02	Cust_DS3	BST						Y
2.4	MTTR_NF	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.4	MTTR_NF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.4	MTTR_NF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.4	MTTR	1-Jul-02	31-Jul-02	Cust_DS3	BST						
2.4	MTTR	1-Jul-02	31-Jul-02	Cust_DS1	BST						
2.4	MTTR	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						
2.4	MTTR	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						
2.5	MTTR_3_F	1-Jul-02	31-Jul-02	Cust_DS3	BST						Y
2.5	MTTR_3_F	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.5	MTTR_3_F	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.5	MTTR_3_F	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.5	MTTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS3	BST						Y
2.5	MTTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.5	MTTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.5	MTTR_3_NF	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.5	MTTR_3	1-Jul-02	31-Jul-02	Cust_DS3	BST	0.00	0.00				
2.5	MTTR_3	1-Jul-02	31-Jul-02	Cust_DS1	BST	0.00	0.00				
2.5	MTTR_3	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST	0.00	0.00				
2.5	MTTR_3	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST	0.00	0.00				
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_OC3	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS3	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS3	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS1	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS1	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS0_DIG	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DS0_VG	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Sub-Cust_DS0_VG	BST						Y
2.2	ITR_3	1-Jul-02	31-Jul-02	Cust_DAL_ALL	BST						Y
2.8	PROGRS	1-Jul-02	31-Jul-02	Cust_DS1	BST						N
2.8	PROGRS	1-Jul-02	31-Jul-02	Cust_DS0_ALL	BST						N
NA	CPE_UNIVERSE	1-Jul-02	31-Jul-02	Cust_DS1	BST						N
NA	CPE_UNIVERSE	1-Jul-02	31-Jul-02	Cust_DS0_DIG	BST						N

BellSouth Special Access Customer Report

BST Special Access Provisioning Results

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

BST Special Access Maintenance Results

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

Special Access Performance Measurements - Key Points (contin.)

BellSouth

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- **BellSouth is committed to the wholesale market and has offered market based performance and installation guarantees.**
 - BellSouth currently provides performance and installation guarantees in its interstate access tariff in connection with its interstate high capacity special access services (see the attached descriptions).
 - \$4.3 million SIG credits in 2001.
 - \$22.0 million SAW credits in 2001.
 - \$0.3 million SIG credits YTD through June 2002.
 - \$10.5 million SAW credits YTD through June 2002.

Special Access Services – Interstate Tariff Provisions

BellSouth

For special access services, BellSouth's interstate access tariff (FCC No. 1) provides a specific service installation guarantee and service assurance warranty, as follows:

- Service Installation Guarantee (SIG)
 - Assures that orders for special access services will be installed and available for customer use no later than the agreed upon service date.
 - If BellSouth misses the service date, a credit will be provided to the customer that is equal to the nonrecurring charges associated with the specific service for which the service date was missed.
 - See BellSouth Tariff FCC No. 1, Section 2.4.9.
- Service Assurance Warranty (SAW)
 - Assures that the customer receives credit when special access services become unusable due to the failure of a facility component used to provide the service or in the event that the protective controls applied by BellSouth result in the complete loss of use of the service by the customer.
 - If a service interruption occurs and is reported to BellSouth by the customer, BellSouth will provide a credit up to the monthly recurring charges normally billed to the customer.
 - See BellSouth Tariff FCC No. 1, Section 2.4.4.

Special Access Performance Measurements - Key Points (contin.)

BellSouth

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- **Negotiation is the preferred approach to address the needs of the special access marketplace.**
 - BellSouth has signed multiple pricing flexibility contract tariffs containing specific service level agreements that address the performance measurements and standards for these special access customers.
 - Without significant modifications, the performance measurements proposed by JCIG are burdensome to implement and are not market based.
 - **The performance standards proposed by JCIG are generally unachievable and unrealistic.**
 - The majority of the standards recommended by JCIG are arbitrary and have no commercial basis or statistical validity.
 - JCIG has provided no justification for its recommended performance standards.
 - The establishment of service level standards in the absence of any consideration of the cost to provide the information is ill advised.
 - The marketplace should determine the appropriate special access service level performance.
 - See the attached separate analysis of the proposed JCIG measurements.

Comparison of Current and Proposed Measures

<i>Special Access Performance Measures</i>	ARMIS 43-05 REPORT	Section 272(e)(1) Measures	BellSouth Tariffed SLAs	BLS/TWTC Framework (Includes UNE Relief)	Proposed JCIG Measures
<i>Ordering</i>					
1. FOC Receipt		●	●	● M	●
2. FOC Receipt Past Due				● M	●
3. Offered Vs. Requested Due Date				● M	●
<i>Provisioning</i>					
4. On Time Provisioning Performance	●	●	●	●	●
5. Days Late				● M	●
6. Average Intervals	●	●		● M	●
7. Past Due Circuits				● M	●
8. New Installation Circuit Failure Rate			●	● M	●
<i>Maintenance and Repair</i>					
9. Failure Rate		●		● M	●
10. Mean Time to Restore	●	●	●	● M	●
11. Repeat Trouble Rate				● M	●
<i>Total Measures</i>	3	5	4	11	11

M: Indicates JCIG measurement has been modified in the BLS/TWTC Framework.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29657, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-72

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.8 Contract Tariff - No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$18,200,000 for services specified in 25.8.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.8.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Chart A in 25.8.1(G)(5) and (6) following. The performance metrics that will be tracked and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Confirmation Receipt (FOC)
- New Circuit Failure Rate
- Mean Time to Repair (MTTR) Hours

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.8 Contract Tariff - No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

(b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:

- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
- Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
- At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.

(c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

ACCESS SERVICE	(2)
25 - Contract Tariffs (Cont'd)	(2)
25.8 <u>Contract Tariff - No. 006</u> (Cont'd)	(2)
25.8.1 <u>General Regulations</u> (Cont'd)	(2)
(G) <u>Service Level Agreement</u> (Cont'd)	(2)
(3) <u>Performance Metrics Definitions</u>	(2)
(a) <u>Customer Desired Due Date (CDDD):</u>	(2)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(2)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(2)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(2)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(2)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(2)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(2)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(2)

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.8 Contract Tariff - No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) New Circuit Failure Rate

This metric measures the percent of new customer circuits installed by the Company where a reported trouble was found in the network within 30 days of order completion. A service is considered to have a problem or trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance; CPE troubles; subsequent trouble reports where the initial trouble is pending; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.
- Business Rule: The number of Measured Trouble Reports (excludes troubles closed to Customer Premises Equipment and Independent Exchange Company Information) on newly installed lines (Adds Only) within thirty-days/divided by total new lines for the previous month.

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.8 Contract Tariff - No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(d) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of equipment or systems provided by the customer or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundredths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-77

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE	(N)
25 - Contract Tariffs (Cont'd)	(N)
25.8 <u>Contract Tariff - No. 006</u> (Cont'd)	(N)
25.8.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(4) <u>Customer Obligations</u>	(N)
In order to receive the performance remedies specified in this SLA, the customer agrees to the following conditions:	(N)
(a) The customer shall maintain minimum annual Baseline revenue of \$18,200,000 for the first year of this Contract Tariff in the MSAs specified in order for the customer to receive the remedies for any missed performance metric agreed to under this SLA. For the second year of this Contract Tariff, the minimum annual Baseline revenue will be equivalent to the revenue the customer actually achieves at the end of the first year of this Contract Tariff.	(N)
(b) The customer shall maintain existing electronic system interfaces and processes for Access Service Request (ASR) initiation and trouble reporting.	(N)
(c) The customer shall submit ASRs by 3:00 p.m. EST in order for the ASR to be processed the same business day. ASRs received after 3:00 p.m. EST shall be processed the next business day.	(N)

BELLSOUTH TELECOMMUNICATIONS, INC.
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ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
ORIGINAL PAGE 25-78

EFFECTIVE: JUNE 20, 2002

- ACCESS SERVICE (N)
- 25 - Contract Tariffs (Cont'd) (N)
- 25.8 Contract Tariff - No. 006 (Cont'd) (N)
- 25.8.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (5) Company Obligations (N)
- (a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.8.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customers minimum annual Baseline Revenue specified in 25.8.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.8.1(G)(4), preceding. (N)
- (b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date. (N)
- (c) The Monthly Revenue at Risk will be determined as follows: (N)
- (Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (N)
- (\$18,200,000 X 1%) divided by 12 = \$15,167 (N)
- (d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.8.1(G)(6) and (7) following. (N)
- Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 88%. The performance remedy for such month would be calculated as follows: (N)
- (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (N)
- (\$15,167 X 17.5%) X 25% = \$663.56 (N)
- (e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date. (N)

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
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 ISSUED: JUNE 19, 2002

TARIFF F.C.C. NO. 1
 ORIGINAL PAGE 25-80

EFFECTIVE: JUNE 20, 2002

ACCESS SERVICE
 25 - Contract Tariffs (Cont'd)

25.8 Contract Tariff - No. 006 (Cont'd)

25.8.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(7) Performance Metrics - Maintenance Elements

Chart B below provides the weighting, performance targets, and penalties for the specified metric:

Chart B: Service Level Agreement (Maintenance Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Target	Penalty
MTTR			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	12.5%	<=4.0 hrs.	0%
		4.1 - 4.17 hrs	25%
		4.18 - 4.25 hrs.	50%
		>4.25 hrs.	100%
DS1 (a.k.a. BellSouth SPA DS1)	12.5%	<=4.0 hrs.	0%
		4.1 - 4.17 hrs.	25%
		4.18 - 4.25 hrs.	50%
		>4.25 hrs.	100%

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.9 Contract Tariff - No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement

Concurrent with the effective date of this Contract Tariff, a Service Level Agreement (SLA) as specified herein shall become effective and shall remain in effect for the term of this Contract Tariff pursuant to the conditions herein.

The services for which this SLA applies are LightGate Service (a.k.a. BellSouth SPA Point to Point) and DS1 (a.k.a. BellSouth SPA DS1). All rate elements associated with these services are included in this SLA.

(1) Minimum Annual Baseline Revenue

In order for the customer to receive the remedies for any missed performance metric agreed to under this SLA, the customer must achieve minimum annual Baseline Revenue of \$68,259,700 for services specified in 25.9.1(C) of this Contract Tariff for the first contract term year. For the second contract term year, the customer's minimum annual Baseline Revenue will be equivalent to the revenue the customer actually achieves at the end of the first contract term year. Shortfall Penalty regulations specified in 25.9.1(F)(2)(b) will apply if the customer fails to achieve the minimum annual Baseline Revenue.

(2) Performance Metrics and Measurement Methodology

(a) The SLA Commitments, Performance Objectives and Total Revenue at Risk are shown in Charts A and B in 25.9.1(G)(6) and (7) following. The performance metrics that will be tracked monthly and measured are shown below. The definitions are provided in (3) following.

- Customer Desired Due Date (CDDD) Met
- Firm Order Commitment (FOC) Receipt
- Mean Time to Repair (MTTR) Hours

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.9 Contract Tariff - No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(2) Performance Metrics and Measurement Methodology (Cont'd)

- (b) The following terms and conditions shall apply for collecting, calculating, reporting and administering the performance measurement data under the Service Level Agreement (SLA) provided herein:
- The Company will utilize its monthly self-reported performance measurement data to determine performance metrics. The Company's self-reported performance measurement data will be collected and calculated utilizing the Company's internal processes. The Company's calculation of its performance under this Contract Tariff shall be the sole determinate of the Company's obligation to provide a remedy for a missed performance metric. The Company will monitor data collection and calculation to ensure the integrity of self-reported results.
 - Performance metrics and any applicable remedies will be calculated on a regional, state, or district level basis, as currently measured, and prorated to an MSA level.
 - At the point that any MSA specific measurements are instituted, any applicable remedies will be converted to the MSA basis. Following implementation of MSA level measures, performance metrics and any applicable remedies will be calculated solely on an MSA basis. For example, Customer Desired Due Date (CDDD) and Mean Time to Repair (MTTR) performance data for a customer subscribing to this Contract Tariff in all of the Atlanta Network districts will be used for the Atlanta MSA until specific Atlanta MSA performance data is available.
 - The Company will meet with the customer on a quarterly basis to discuss performance measurement results. If the customer presents the Company sufficient information based on customer provided performance data that conflicts with the Company's reported performance results, the Company will take the customer's information under advisement and make a determination whether or not an adjustment of the Company's performance data is warranted.
- (c) Neither the Company or the customer shall be held liable for any delay or failure in performance of any part of the SLA from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorists acts, riots, insurrections, fires, explosions, earthquakes, strikes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of the customer or the Company's obligation(s) under this SLA, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of delay.

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE	(N)
25 - Contract Tariffs (Cont'd)	(N)
25.9 <u>Contract Tariff - No. 007</u> (Cont'd)	(N)
25.9.1 <u>General Regulations</u> (Cont'd)	(N)
(G) <u>Service Level Agreement</u> (Cont'd)	(N)
(3) <u>Performance Metrics Definitions</u>	(N)
(a) <u>Customer Desired Due Date (CDDD):</u>	(N)
This metric measures the percentage of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date.	(N)
- Exclusions: Test orders, disconnect orders, administrative orders, record orders, and orders that are not completed. (Orders are included in the month that they are completed).	(N)
- Business Rule: The number of Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed by the customer desired due date, divided by total Special Access and Non-Access Wireless ASRs (Adds and Rearrangements only) completed. Orders coded with a Customer Not Ready (CNR) designation are considered an order where CDDD is met.	(N)
(b) <u>Firm Order Confirmation (FOC) Receipt</u>	(N)
This metric measures the percentage of the Company's FOCs, including electronic facility checks, within the specified timeframes. The FOC is a notice the Company returns to the customer in response to an Access Service Request (ASR), which confirms receipt of the ASR and that the ASR has been created with an assigned due date.	(N)
- Exclusions: Test orders, weekend and holiday hours (other than flow-through), weekend hours (midnight Friday through Midnight Sunday), holiday hours (midnight of the business day preceding the holiday to midnight of the holiday).	(N)
- Business Rule: The number of ASRs where the Company provides Firm Order Commitment to the customer within the required interval divided by the total number of ASRs where the Company is responsible for providing the Firm Order Commitment.	(N)

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE

25 - Contract Tariffs (Cont'd)

25.9 Contract Tariff - No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

(3) Performance Metrics Definitions (Cont'd)

(c) Mean Time to Repair (MTTR) Hours

The average duration from the time the Company receives a trouble report to the time the Company clears a trouble. A service is considered to have a trouble when it becomes unusable to the customer because of a failure of a facility component used to furnish a service under this SLA or in the event that the protective controls applied by the Company result in the loss of use of the service by the customer. A trouble period starts when the customer reports the trouble to the Company and ends when the service is operative.

- Exclusions: Troubles reported on Company official administrative lines; troubles closed due to Customer action; troubles reported by Company employees in the course of performing preventive maintenance, CPE troubles; or subsequent trouble reports where the initial trouble is pending; canceled trouble reports; troubles caused by customer negligence; troubles due to failure of the customer's equipment or others; troubles during any period in which the Company is not afforded access to the premises where the service is terminated; troubles when the customer has released the service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the service during the time that was negotiated with the customer prior to the release of that service; troubles during periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; troubles during periods of temporary discontinuance as set forth in 2.2.1(B) of this Tariff.

- Business Rule: Total duration (in hours, tenths and hundredths) of all Special Access measured trouble reports, divided by the total number of all Special Access measured customer trouble reports. Calculated as referred out duration subtracted from actual duration. Time needed for delayed maintenance at the customer's request (e.g., for circuit monitoring purposes prior to trouble ticket closure) and no-access time is not included in the actual duration figure.

EFFECTIVE: AUGUST 17, 2002

- ACCESS SERVICE (N)
- 25 - Contract Tariffs (Cont'd) (N)
- 25.9 Contract Tariff - No. 007 (Cont'd) (N)
- 25.9.1 General Regulations (Cont'd) (N)
- (G) Service Level Agreement (Cont'd) (N)
- (5) Company Obligations (N)
- (a) Should BellSouth fail to perform to the service levels detailed in Charts A and B in 25.9.1(G)(6) and (7) following, an SLA Performance Credit of up to 1% of the customer's minimum annual Baseline Revenue specified in 25.9.1(G)(1) preceding, will be at risk provided the customer met the obligations detailed in 25.9.1(G)(4), preceding. (N)
- (b) The Company will evaluate and calculate the performance objectives on a monthly basis. Any applicable SLA Performance Credit will be applied to the customer's account at the end of each contract term year, one month in arrears of the customer's contract anniversary date. (N)
- (c) The Monthly Revenue at Risk will be determined as follows: (N)
- (Minimum Annual Baseline Revenue X 1%) divided by 12 = Monthly Revenue at Risk (N)
- (\$68,259,700 X 1%) divided by 12 = \$56,883.08 (N)
- (d) The following example illustrates how the Company will calculate the SLA Performance Credits using the Monthly Revenue at Risk above and data from Charts A and B in 25.9.1(G)(6) and (7) following. (N)
- Example 1: For DS1 (a.k.a BellSouth SPA DS1) orders, CDDD attainment in the first month is 93%. The performance remedy for such month would be calculated as follows: (N)
- (Monthly Revenue at Risk X Weighting) X Penalty = Monthly Remedy (N)
- (\$56,883.08 X 25%) X 25% = \$3,555.19 (N)
- (e) The Company will sum the SLA Performance Credits for each missed performance metrics to get each month's Total Monthly Performance Credit. The twelve-months Total Monthly Performance Credits will be credited to the customer's account one month in arrears of the customer's contract subscription anniversary date. (N)

EFFECTIVE: AUGUST 17, 2002

ACCESS SERVICE
 25 - Contract Tariffs (Cont'd)

25.9 Contract Tariff - No. 007 (Cont'd)

25.9.1 General Regulations (Cont'd)

(G) Service Level Agreement (Cont'd)

- (6) Performance Metrics - Provisioning Elements
 Chart A below provides the weighting, performance targets, and penalties for the specified metric.

CHART A: Service Level Agreement (Provisioning Elements)			
SLA Commitment		Performance Objectives	Total At Risk=1% of MSA Baseline Billed Rev
Measure	Weighting	Performance Targets	Penalty
CDDD			
LightGate Service (a.k.a. BellSouth SPA Point to Point)	25%	>= 90%	0%
		87.5 - 89.99%	25%
		85 - 87.49%	50%
		<85%	100%
DS1 (a.k.a. BellSouth SPA DS1)	25%	>= 95%	0%
		92.5 - 94.99%	25%
		90 - 92.49%	50%
		<90%	100%
FOC Receipt			
LightGate Service (a.k.a. BellSouth SPA Point to Point) within 120 hrs	10%	>= 85%	0%
		82.5 - 84.99%	25%
		80 - 82.49%	50%
		<80%	100%
DS1 (a.k.a. BellSouth SPA DS1) within 48 hrs	10%	>= 85%	0%
		82.5 - 84.99%	25%
		80 - 82.49%	50%
		<80%	100%

JCIG Performance Measurements & Standards – BellSouth/TWTC Framework SLA Measurements & Standards

ORDERING

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

PROVISIONING

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

MAINTENANCE AND REPAIR

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

JIP-SA-1 FOC Receipt

JCIG Measurement Description

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

BellSouth/TWTC Framework SLA Measurement Description

BellSouth utilizes a similar measurement to calculate FOC Receipt. The calculation methodology differs from JCIG by utilizing ASR Date & Time Received versus ASR Date & Time Sent.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

		JCIG	BLS Tariffed SLAs	BLS / TWTC Framework
DS1: % within 2 bus. days	>=	98 %	80 % - 85 %	85%, 90%, 95%
DS3: % within 5 bus. days	>=	98 %	80 % - 85 %	85%, 90%, 95%
		(Absolute)	(Min / Max)	(Years 1, 2, 3)

JIP-SA-2 FOC Receipt Past Due

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth will develop and utilize a similar measurement to calculate FOC Receipt Past Due. The calculation methodology differs from JCIG by utilizing ASR Date & Time Received versus ASR Date & Time Sent.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

% Past Due

≤

JCIG

2 %

(Absolute)

BLS / TWTC Framework

15%, 10%, 5%

(Years 1, 2, 3)

Diagnostic

JIP-SA-3 Offered Versus Requested Due Date

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth will develop and utilize a similar measurement to calculate Offered Versus Requested Due Date. The calculation methodology differs from JCIG by utilizing ASR Date & Time Received versus ASR Date & Time Sent. The standard minimum intervals put forth in JCIG Attachment B do not apply to this measure.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

		<u>JCIG</u>	<u>BLS / TWTC Framework</u>
% Past Due	>=	100 %	90%, 95%
		(Absolute)	(Years 1, 2)
			Diagnostic

JIP-SA-4 On Time Performance To FOC Due Date

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth utilizes this measure (Committed Due Date On Time Performance (CDD)) and utilizes an On Time Performance to Desired Due Date (CDDD) and includes one of these measures as part of its SLA component offerings.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

	JCIG	BLS Tariffed SLAs	BLS / TWTC Framework
DS1: % On Time (with CNR) \geq	98 %	90 % - 95 %	90%, 95%
DS3: % On Time (with CNR) \geq	98 %	85 % - 90 %	90%, 95%
	(Absolute)	(Min / Max)	(Years 1, 2)

JIP-SA-5 Days Late

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth will develop and include this measure as one of its SLA component offerings, provided the customer provides a forecast at a MSA/CO level on a quarterly basis. The Days Late calculation methodology differs from JCIG by excluding projects.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

Average Days Late

≤

JCIG
3 Days

(Absolute)

BLS / TWTC Framework

5 Days, 3 Days

(Years 1, 2)

Diagnostic

JIP-SA-6 Average Intervals – Requested/Offered/Installation

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth will develop and include a modified version of this measure, Average Intervals – Requested/Offered/Installation, as one of its SLA component offerings. The calculation methodology differs from JCIG by utilizing ASR Received Date versus ASR Sent Date and excludes Customer Not Ready (CNR) in the installation interval calculation.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

Average Intervals

JCIG

Diagnostic

(Absolute)

BLS / TWTC Framework

Diagnostic

Diagnostic

JIP-SA-7 Past Due Circuits

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth will develop and include this measure as one of its SLA component offerings provided the customer provides a forecast at a MSA/CO level on a quarterly basis.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

	JCIG	BLS / TWTC Framework
% 5 Days beyond FOC Due Date <=	3 %	3%
	(Absolute)	(Years 1, 2, 3)
		Diagnostic

JIP-SA-8 New Installation Trouble Report Rate

JCIG Measurement Description

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

BellSouth SLA /TWTC Framework Measurement Description

BellSouth utilizes a similar measurement to calculate New Installation Trouble Report Rate (New Installation Circuit Failure Rate), except BLS excludes multiple troubles on the same circuit. These failures are already captured in SA-11 Repeat Trouble Report Rate. This measurement has a validation component which requires the percent of troubles closed out to TOK (Test OK) NTF (No Trouble Found), and FOK (Found OK), not to exceed 10% of the total measured customer reports in a given month for the measure to be valid.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

	JCIG	BLS Tariffed SLAs	BLS / TWTC Framework
DS1: % Failures on New Ckts <=>	1%	15 % - 10 %	7%, 5.5%, 4%
DS3: % Failures on New Ckts <=>	1%	7.5 % - 5 %	3%, 2.5%, 2%
	(Absolute)	(Min / Max)	(Years 1, 2, 3)

JIP-SA-9 Failure Rate

JCIG Measurement Description

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

BellSouth SLA /TWTC Framework Measurement Description

BellSouth utilizes this measure, Failure Rate, and will include this measure as one of its SLA component offerings. This measurement has a validation component which requires the level of troubles closed out to TOK (Test OK), NTF (No Trouble Found), and FOK (Found OK), not to exceed 10% of the total measured customer reports in a given month for the measure to be valid.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

		<u>JCIG</u>	<u>BLS / TWTC Framework</u>
DS1: % Failures all circuits	>=	0.83 %	3.0%, 2.6%, 2.4%
DS3: % Failures all circuits	>=	0.83 %	2.25%, 1.7%, 1.3%
		(Absolute)	(Years 1, 2, 3)

JIP-SA-10 Mean Time To Restore

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth utilizes this measure, Mean Time to Restore (MTTR), and will include this measure as one of its SLA component offerings. The diagnostic report for a breakdown of troubles outstanding greater than 24 hours is not included in the BLS/TWTC measurement framework.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

		JCIG	BLS Tariffed SLAs	BLS / TWTC Framework
DS1: Average Duration	<=	2 Hours	4.25 – 4.0	4 hrs, 3.5 hrs, 3 hrs
DS3: Average Duration	<=	1 Hour	4.25 – 4.0	4 hrs, 3.5 hrs, 3 hrs
		(Absolute)	(Min / Max)	(Years 1, 2, 3)

JIP-SA-11 Repeat Trouble Report Rate

JCIG Measurement Description

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

BellSouth /TWTC Framework SLA Measurement Description

BellSouth utilizes a similar measure to calculate Repeat Trouble Report Rate but excludes initial troubles related to CPE, IEC, INF, and will include this measure as one of its SLA component offerings. This measurement has a validation component which requires the level of troubles closed out to TOK (Test OK), NTF (No Trouble Found), and FOK (Found OK), not to exceed 10% of the total measured customer reports in a given month for the measure to be valid.

BellSouth JCIG Standard Assessment

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

Service Level Agreement & Standards

		JCIG	BLS / TWTC Framework
DS1: Repeat Report Rate	<=	6 %	22%, 20%, 18%
DS3: Repeat Report Rate	<=	3 %	10%, 9%, 8%
		(Absolute)	(Years 1, 2, 3)