PUBLIC VERSION

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Investigation by the Department of Telecommunications and Energy upon its own motion pursuant to Section 271 of the Telecommunications Act of 1996 into the Compliance Filing of New England Telephone and Telegraph d/b/a Bell Atlantic – Massachusetts as part of its application to the Federal Communications Commission for entry into the in-region interLATA (long distance) telephone market	)	D.T.E. 99-271

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CHECKLIST AFFIDAVIT

1. My name is Donald E. Albert. My business address is address is 600 East Main Street, Richmond, Virginia 23219. I am Director - Competitive Local Exchange Carrier ("CLEC") Implementation for Bell Atlantic Network Services. I am responsible for many of the network engineering and operational aspects of implementing the Telecommunications Act of 1996 and the FCC's orders in CC Docket No. 96-98. I previously presented testimony on behalf of Bell Atlantic-Massachusetts ("BA-MA") at the Technical Sessions held last year in this proceeding. Since joining the Company, I have held a variety of positions in Network Operations, Sales, and Network Planning and Engineering. Prior to my current assignment, I was Director of Customer Network Engineering.

2. My name is Barbara Crawford. My business address is 125 Franklin Street, Boston, Massachusetts 02110. I am Director - Resale Product Development. I previously filed an affidavit and presented testimony on behalf of BA-MA at the Technical Sessions held last year in this proceeding. My experience and responsibilities in my current position were set forth at that time.

3. My name is William H. Greene, III. My business address is 1095 Avenue of the Americas, New York, New York, 10036. I am a Senior Specialist - Wholesale E911 Product Management. I am responsible for the management and development of several product offerings to CLECs and Resellers.

4. I have held a variety of positions in Accounting, Business Planning and Business Marketing since joining the Company in 1979. I have been in the Wholesale Markets department since 1996.

5. My name is Gloria Harrington. My business address is 185 Franklin Street Boston, Massachusetts 02110. I am Manager - Facilities Management. I previously filed an affidavit and presented testimony on behalf of BA-MA at the Technical Sessions held last year in this proceeding. My responsibilities in my current position were set forth at that time.

6. My name is Karen Maguire. My business address is 140 West Street, New York, New York 10007. I am Executive Director - CLEC Infrastructure Program Management. I am responsible for project managing implementation of large networks for Competitive Local Exchange Carriers and working with CLECs to implement other network infrastructure such as entrance facilities. I previously

presented testimony on behalf of BA-MA at the Technical Sessions held last year in this proceeding.

7. Since joining the Company in 1989 as an Engineer, I have held various positions in the Manhattan Market Area's Project Management group, where I was responsible for managing implementation of new services for our largest retail business customers, and the Wholesale Operations Team.

8. My name is Thomas Maguire. My business address is 1095 Avenue of the Americas, New York, New York 10036. I am Executive Director of CLEC Operations - Provisioning and Maintenance. I am responsible for the regional CLEC maintenance center which handles CLEC trouble reports. Since joining Bell Atlantic twenty years ago I have held managerial positions in installation, maintenance and performance management. I previously presented testimony on behalf of BA-MA at the Technical Sessions held last year in this proceeding.

9. My name is Thomas Nolting. My business address is 125 High Street, Boston, Massachusetts 02110. I am Director - Local Interconnection Billing for all CLEC and Wireless accounts. I am responsible for interconnection billing and collection, invoice payment and billing dispute resolution for all CLECs and wireless carriers in the Bell Atlantic region.

10. I joined the Company 15 years ago and have held various positions in Operations, Network, Engineering, and Carrier Services. Before assuming my current position, I was Manager of Network Planning and Support in Network Services.

11. My name is Alice Shocket. My business address is 125 High Street, Boston, Massachusetts 02110. I am employed by Bell Atlantic as a Senior Analyst-

Interconnection Services. I have product management responsibilities for local interconnection services and local number portability.

12. I have held various positions relating to forecasting, regulatory matters, new product development and deployment, and most recently, local carrier interconnection and number portability.

13. My name is Amy Stern. My business address is 500 Summit Lake Drive, Room 39, Valhalla, New York 10595. I am Director-Wholesale Markets. I previously filed an affidavit and presented testimony on behalf of BA-MA at the Technical Sessions held last year in this proceeding. My responsibilities in my current position were set forth at that time.

14. My name is John White. My business address is 1095 Avenue of the Americas, New York, New York 10036. I am an Executive Director within the Wholesale Services Department. I am responsible for the introduction of wholesale digital services, with a focus on the technical support required for xDSL-compatible loops and linesharing.

15. I have been employed by Bell Atlantic, or by its affiliates and predecessor companies, since 1966, holding managerial positions in engineering, construction, installation, maintenance and service and cost studies.

16. My name is Vincent Woodbury. My business address is 1095 Avenue of the Americas, New York, New York 10036. I am Director-Regulatory Planning for Operator Services and Consumer Marketing. I am responsible for implementing Operator Services and Directory Assistance as requested by CLECs, and for ensuring compliance with state and federal regulatory requirements for Operator

Services and Directory Assistance across the Bell Atlantic region. I previously presented testimony on behalf of BA-MA at the Technical Sessions held last year in this proceeding.

17. Since joining the Company in 1978, I have held various positions in the Number Services, Operator Services and Consumer Marketing organizations.

18. There are seven Exhibits associated with this Affidavit labeled A through G.

19. The purpose of this Affidavit is to address all 14 items of the competitive checklist set forth at Section 271 (c)(2)(B) of the Telecommunications Act of 1996 ("Act"), except for item 2 – Operating Support Systems (OSS), which is addressed in a separate affidavit. We also make references to BA-MA's performance results presented in the Measurements Affidavit.

I INTERCONNECTION (Checklist Item 1)

A. Interconnection

1. General Update

20. BA-MA provides interconnection trunking through interconnection agreements and BA-MA's Wholesale Tariff, DTE MA No. 17. BA-MA's service offerings and operations processes are substantially the same as those provided by Bell Atlantic-New York ("BA-NY"), which the New York Public Service Commission ("New York PSC") and Federal Communications Commission ("FCC") found met its responsibilities under the 1996 Act.

21. The widespread availability of local interconnection from BA-MA is evident from the rapidly growing commercial volumes of trunking that BA-MA is now handling for CLECs. At the end of February 2000, BA-MA had approximately 218,000 local interconnection trunks with 25 CLECs. To put this number in perspective, BA-MA has built over 392,000 interoffice trunks in its network to carry local traffic connecting its switches. This means that the CLECs have considerably more than one-half as many interconnection trunks already in service as BA-MA has in its entire local interoffice network.

22. During 1999, BA-MA nearly doubled the number of interconnection trunks in service between BA-MA's network and the networks of CLECs by adding over 90,000 interconnection trunks. To accomplish this, BA-MA expanded the trunk capacity of its switches by approximately 175,000 tandem trunk terminations and by approximately 100,000 end-office trunk terminations. This 1999 expansion was more than sufficient to meet CLEC demand. This year, BA-MA is planning to expand the trunk capacity of its switches by approximately 170,000 tandem

trunk terminations and 150,000 end office trunk terminations. Of the approximately 218,000 interconnections trunks in service with CLECs in February 2000, about 44% are direct end-office trunks, connecting 155 of BA-MA's 161 host and/or stand-alone end offices directly to CLEC networks, and the other 56% are trunks between BA-MA tandems and CLECs.

23. In 1999, BA-MA's local interconnection trunks carried over 1.35 billion minutes of traffic each month. Between 1998 and 1999, the volume of interconnection traffic exchanged between BA-MA and CLECs grew by 159%. In the first Quarter of 2000, the average number of minutes exchanged had risen to 1.9 billion per month.

24. As in New York, BA-MA has also made available two-way measured-use trunking for CLECs that desire this option in Massachusetts. The capability to provide this service has been deployed and validation testing has been completed. BA-MA has received orders for over 600 measured two-way trunks. These trunks are available in DTE MA No. 17, Part C, Section 1.6.

25. In addition to providing traditional 56 Kbps interconnection trunks, BA-MA also provides CLECs with 64 Kbps Clear Channel interconnection trunks. (DTE MA No. 17, Part C, Section 1.12.2) These 64 Kbps Clear Channel trunks use a signaling format that makes available an additional 8 Kbps of bandwidth for Integrated Services Digital Network ("ISDN") transmission rather than using that bandwidth for communications between the switches at either end of the trunk. CLECs may use 64 Kbps Clear Channel trunk groups to connect to BA-MA tandem switches, as well as to connect directly to BA-MA's end-office switches.

In July 1999, BA-MA reached the physical capacity limitation of the Cambridge 4ESS for 64 Kbps Clear Channel trunks. While trunk capacity for additional 56 Kbps trunks at the Cambridge 4ESS remained available, BA-MA implemented an industry allocation for 64 Kbps trunks pending relief from completion of a new access tandem at Newton. (Exhibit A) Traffic rearrangements into the new tandem at Newton are projected to be completed by the fourth Quarter of 2000, at which point Cambridge 64 Kbps Clear Channel trunk allocations will no longer be necessary.

26. BA-MA also provides CLECs with trunking to access E-911, Directory Assistance, and Operator Services. As of the end of February 2000, BA-MA has provided over 400 E-911 trunks to 24 CLECs. Additionally, BA-MA has provided approximately 1,200 dedicated trunks to facilities-based CLECs in conjunction with providing Directory Assistance and Operator Call Completion services.

2. Trunk Intervals

27. Under the supervision of the New York PSC, Bell Atlantic and CLECs have developed a process to forecast CLEC demand for local interconnection trunking. BA-MA uses this process in Massachusetts. In connection with the forecasting process, BA-MA offers trunk order intervals using a "five category approach," referred to as the "5 Category Trunk Report." The process also calls for carriers to project trunk requirements six months in advance of the first forecasted trunk service date. This six-month lead-time allows BA-MA to plan, engineer, and construct trunk network infrastructure in anticipation of aggregated trunk demands. . The importance of lead-time and the quality of CLEC forecasting can

be readily seen in the fact that CLEC new trunk requirements now greatly exceed BA-MA's own new local trunk requirements.

28. In Massachusetts, as in New York, each category of trunk orders has its own provisioning interval. The intervals, which are based on whether the request is associated with a forecast as well as the size and complexity of the trunk request, are as follows:

Intervals when a CLEC timely forecasts trunk requirements:

Category 1 – 18 business day interval:

> Forecasted by CLEC. Additions of 192 trunks or less to existing trunk groups

Category 2 – 30 business day interval:

> Forecasted by CLEC. Additions of greater than 192 trunks and less than or equal to 384 trunks, to existing trunk groups.

Category 3 – negotiated interval:

> Forecasted by CLEC. New trunk groups. Additions to existing groups greater than 384 trunks. Complex orders. Multiple trunk orders implemented as a Project.

Intervals when a CLEC does not forecast trunk requirements:

Category 4 – 45 business day interval:

> Not forecasted by CLEC. BA-MA facilities are available.

Category 5 – 198 business day interval:

> Not forecasted by CLEC. BA-MA facilities are not available.

The provisioning intervals for E-911 trunks and Operator Services and Directory Assistance trunks are included in Category 3, Complex orders, if the orders were forecasted, and in Category 4 or 5 if the orders were not forecasted.

3. Trunk Ordering

29. As in New York, CLECs order interconnection trunks from BA-MA using the industry standard Access Service Request ("ASR") that interexchange carriers have used for years. These requests can be transmitted to BA-MA electronically using Connect:Direct (previously referred to as Network Data Mover ("NDM")), or by fax, if the CLEC has not yet implemented electronic systems. BA-MA is providing Firm Order Confirmations ("FOC") in a timely fashion. From August through February 2000, BA-MA provided the FOC for Category 1 trunk orders in an average of 2.93 days. This is far better than the Category 1 standard FOC delivery of 10 business days. (Exhibit B). For Category 2 through Category 5 trunk orders, BA-MA provides the FOCs (which formally conveys the committed BA-MA due date) sufficiently in advance of the date due to enable CLECs to complete the trunk provisioning on time. (Exhibit B) For these types of trunk orders, the necessary provisioning information has generally already been communicated between the CLECs and BA-MA to synchronize broader joint BA-MA and CLEC work efforts.

4. Trunk Provisioning

30. BA-MA is consistently meeting or exceeding its committed provisioning intervals for interconnection trunks in each of the five categories. (Exhibit B) These intervals compare favorably to the intervals that BA-MA offers Interexchange Carriers ("IXC") for Feature Group D Switched Access trunks, both for smaller orders (forecasted additions of 192 trunks or less), as well as for larger more complex orders greater than 192 trunks and for orders that are not forecasted. The following chart shows the comparable intervals for IXCs compared with CLECs

for the period of August 1999 through February 2000, when the 5 category approach was instituted in Massachusetts.

	Interval Offered (days)		Interval Completed (days)	
	IXC	CLEC	IXC	CLEC
<= 192 Forecasted trunks	25.33	15.77	27.40	12.80
> 192 & Unforecasted trunks	46.30	38.61	59.24	37.92

31. In addition, from August 1999 through February 2000, the Carrier-to-Carrier ("C2C") data show that BA-MA met over 99% of the due dates for CLEC interconnection trunks. (Measurements Aff. Exhibit B1)

32. BA-MA cannot complete the installation of interconnection trunks within a standard interval, or by a requested due date, if the CLEC is not ready to accept the trunks. From August 1999 through February 2000, CLECs were not ready to accept their interconnection trunks on roughly 50% of all orders. (Exhibit B) These delays frequently extended the provisioning significantly. (Exhibit B, "Customer Not Ready orders")

33. Further, CLECs make significant changes to their trunk orders after they are submitted to BA-MA. From August 1999 through February 2000, the average date for a complete and final CLEC trunking order ranged from 3.9 days to 52.5 days after it was first submitted. (Exhibit B, "Average Days to Last Supp") These changes also resulted in an increase in the overall provisioning timeframes. (In some cases, BA-MA is able to recover a portion of the lost time by returning the FOC more quickly because of its familiarity with the earlier versions of the

order.) In addition, there are cases when a CLEC cannot complete interconnection trunk orders because it is temporarily out of trunk capacity on its switch. This was the case with AT&T when it denied BA-MA 35 trunk connections at AT&T switches from September through November 1999. (Record Response No. 230)

5. Trunk Maintenance and Repair

34. The interconnection BA-MA provides to CLECs is technically identical to the interconnection BA-MA provides between the switches in BA-MA's local network. BA-MA uses the same equipment, and in some cases shares exactly the same facilities, for CLEC and BA-MA local traffic. BA-MA also maintains and repairs interconnection trunks in a non-discriminatory manner by using the same equipment and personnel for CLEC and BA-MA trunks. This non-discriminatory treatment is confirmed by BA-MA's C2C performance reports. From August 1999 through February 2000, the trouble report rate for interconnection trunks was virtually nonexistent. (Measurements Aff. Exhibit B1) Other performance measures for interconnection trunking during this same period, such as Mean-Time-To-Repair, % Cleared (all troubles) within 24 hours, and % Repeat Reports within 30 days, show comparable performance overall between CLEC interconnection trunks and BA-MA's Feature Group D trunks for IXCs. (*Id.*) In some months, a measure may be more favorable for CLEC trunks, while in other months the measure may be more favorable for IXC trunks. This type of month-to-month variation should be expected to occur in a carrier neutral parity process.

6. Trunk Call Capacity

35. Like BA-NY, BA-MA designs interconnection trunks to CLECs using the same technical criteria it uses to design its own facilities. Based on evaluations of trunk utilization information ("trunks required" versus "trunks in service") reflecting actual calling data, BA-MA installs direct end-office interconnection trunks to CLECs where traffic volumes justify it, using the same call-capacity criteria as BA-MA uses for its own network deployment, and routes traffic on an overflow basis through the tandem in the event that the direct end-office trunks are all busy.

36. Dedicated final trunk groups from BA-MA to CLECs (like BA-MA's own final tandem trunks) are designed to a B.005 blocking standard. This means that trunk groups are sized (designed) based on 1/2 percent blocking (one call blocked out of 200 calls) during the busiest hour of the day (using the same busy hour) over a four-week measurement period.[1] This is intended to be a stringent design standard in order to alert network engineers when even a small incidence of blocking is observed. Accordingly, end-user customers do not normally observe degraded service when a trunk group is operating over the one-half percent blocking level. Significantly more severe blocking levels must occur before customers are able to observe degradation in service. For example, final local trunk groups between Bell Atlantic end office switches are typically designed at B.01 (one percent) blocking. Activities to provide additional trunks to reduce actual call blocking for these trunk groups are usually not initiated by BA-MA until 3% blocking occurs in the traffic study period.

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[1] Thus, the measure applies only to the busiest hour of the day, during which 10% to 20% of daily call volumes typically occur. Even if a trunk group is blocking at one-half percent during the busy

37. In reviewing BA-NY's call capacity performance, the FCC examined the percent of BA-NY common final trunk groups exceeding their B.005 design, and the percent of total CLEC dedicated final trunk groups (carrying traffic from BA-NY to the CLECs) exceeding their B.005 design. (*FCC Approval Order* ¶ 69) Similar data for Massachusetts show that there has been a relatively low level of final trunk blocking for either CLECs or BA-MA. (Measurements Aff. Exhibit B1) [2] In addition, the comparison of BA-MA common final trunk groups to the average percent of CLEC dedicated final trunk groups is misleading. The BA-MA "CLEC" data consists of individual results for 21 to 26 CLECs – each, like BA-MA, is independently subject to the possibility of call blocking. When BA-MA is compared to each CLEC individually, the data demonstrates that the vast majority of CLECs have a far better record operating below the B.005 blocking design than does BA-MA.

38. The following chart summarizes the number of CLECs that had fewer trunk groups (on a percentage basis) operating over the B.005 design than BA-MA since August 1999. For example, 22 of 25 CLECs had fewer trunk groups operating over B.005 in February. A more detailed breakdown of this information is shown in Exhibit C.

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hour, no call blocking usually occurs outside of the busy hour.

[2] However any attempt to evaluate the quality of interconnection that BA-MA provides to CLECs by comparing the percent of dedicated final trunk groups exceeding their engineered B.005 design to the percent of common final trunk groups that are exceeding their engineered B.005 design is necessarily flawed. (BA-MA Responses to DTE 2-10, DTE 2-66*)* For example, this type of approach does not include the proportional effects of small trunk groups versus large trunk groups, and does not include variations in the amount of actual trunk blockage experienced on individual trunk groups.

Month	Total # of CLECs	# CLECs <=BA-MA*
August, 1999	21	18
September, 1999	22	18
October, 1999	25	22
November, 1999	26	25
December, 1999	25	21
January, 2000	25	22
February, 2000	25	22

* number of CLECs that had *fewer (or equal)* trunk groups operating over B.005 than BA-MA.

39. Not only does the Exhibit C data show that at least 80% of CLECs had equal or better data than BA-MA for every month of this period, but all of these CLECs had zero trunk groups operating over the B.005 design.

40. Merely examining trunk group quantities "over/under the B.005 design" does not present a complete, or accurate picture, of the job BA-MA is doing providing network trunk capacity to complete calls from BA-MA's customers to CLEC customers. First, achieving the B.005 design depends critically on the cooperation of the CLECs. The C2C figures for "percent CLEC dedicated final trunk group" (Measurements Aff. Exhibit B1) relate to trunks BA-MA must order from the CLEC. BA-MA monitors dedicated final CLEC trunk groups (carrying traffic from BA-MA to the CLEC) on a monthly basis. Based on the performance of the group utilization, the historical traffic trend, CLEC specific input (when provided), and engineering judgement, BA-MA may initiate a trunk addition. This trunk addition could be for the dedicated final group from the BA-MA access tandem to the CLEC, or for end-office trunking, direct from BA-MA's end offices to the CLEC. Typically, BA-MA issues a Demand Service Request ("DSR") to the CLEC to initiate trunk additions. Making a trunk addition is a cooperative process requiring the participation of the involved CLEC. BA-MA

cannot on its own install the additional trunking to the CLECs switch. As of February 2000, BA-MA had orders for about 2,000 trunks to carry traffic from BA-MA to CLECs that are past date due and are being held by the CLECs. In some cases in 1999, CLECs apparently ran out of spare switch trunk terminations. This can delay trunk relief jobs and cause individual trunk groups to exceed their blocking design for as long as it takes the CLEC to deliver and provision the order.

41. Second, BA-MA needs information from the CLEC to determine the timing and sizing of trunk additions because BA-MA is not aware of CLEC plans. As a result, historical trend data alone does not allow BA-MA to predict adequately the quantities of trunks that will be needed. The CLEC must provide BA-MA with information about changes in its operations, such as the addition of a new Internet Service Provider, so that trunk additions can be appropriately timed and sized.

42. To properly evaluate the quality of interconnection BA-MA provides CLECs, BA-MA conducted "trunk utilization" traffic studies from August through February 2000. Overall trunk utilization data provides a more complete and accurate picture of the overall excellent job BA-MA is doing providing additional call capacity for dedicated final CLEC interconnection trunks as compared to common final trunks within BA-MA's own network. These studies, which include all dedicated final trunk groups from BA-MA to CLECs, develop the utilization ratio of "trunks required" to "trunks in service." For a specific trunk group, "trunks required" is the calculation of the number of trunks needed to provide service at the standard engineering design level of B.005, based on the

actual traffic loads carried by the trunk group during the study period. "Trunks in service" is the actual number of trunks in operation during that period. BA-MA uses this utilization measurement to monitor and provide additional trunks for itself and for CLECs. Trunk utilization data *does* reflect the proportional effects of small and large trunk groups, as well as variations in the amount of actual blockage experienced on individual trunk groups.

43. For August through February 2000, the average utilization ratio ("trunks required divided by trunks in service) was 45.5% for CLEC-dedicated final trunk groups and 70.4% for BA-MA's own common final trunks groups. The significantly lower level of trunk utilization for CLEC-dedicated final trunk groups shows that BA-MA is providing a significantly better grade of service in aggregate for CLEC-dedicated final trunk groups, because substantially more interconnection trunks have been installed and are operational than are needed to operate at the B.005 level of blocking.

44. Finally, BA-MA promptly remedies the transient blocking issues that do arise. For the period November 1999 through February 2000, BA-MA had no CLEC-dedicated final trunk groups operating over their B.005 design for three consecutive measurement calendar months. Moreover, there was only one trunk group (out of more than 160 groups) over the B.005 design in each of the prior three months. (Measurements Aff. Exhibit B1)

7. Miscellaneous Trunking Issues

45. As stated above, BA-MA was providing local interconnection trunks to 25 CLECs as of the end of February 2000. Only one of the CLECs, AT&T, argued at the Technical Sessions that BA-MA was doing a poor job of providing

interconnection trunking. BA-MA's review of AT&T's data reveals that it is simply confused by its own record keeping and wrong about the facts it does present. Another CLEC, RCN, raised an issue relating only to a trunk group that is in fact an interexchange, not a local, trunk group. Finally, three other CLECs, Network Plus, Teligent, and MediaOne, raised issues concerning individual facility infrastructure construction projects. None of these anecdotal claims diminish the strong performance record that BA-MA has established in providing local interconnection trunking.

46. In support of its allegation that BA-MA was doing a poor job of provisioning interconnection trunking, AT&T provided information in response to Record Request No. 234 which purportedly shows the number of late or incomplete orders for interconnection trunks. That data does not support AT&T's position.

47. First, AT&T claimed that 113 trunk orders submitted to BA-MA between June and October 1999 were either late or incomplete. This is completely inaccurate. In fact, the information provided by AT&T in Record Request No. 234 shows that AT&T actually submitted only 22 of the 113 orders to BA-MA. Part of AT&T's error is caused by the fact that its own internal record keeping practices identify each individual group of 24 interconnection trunks requested as a separate order. In reality, orders received from AT&T for trunks in excess of 24 were actually submitted on a single order, not multiple orders as AT&T claims. Even of the 22 orders that AT&T actually submitted, BA-MA has verified that only 17 orders were for interconnection trunking. The other five orders were for Special Access services that are not at issue here.

48. Second, AT&T admitted in its response to Record Request No. 234 that it does not track information regarding the supplements it issues to its initial trunk orders, and frequently even to its subsequent supplemental orders. As above, this is one of the most critical pieces of information that causes AT&T to miscalculate BA-MA's timeliness of provisioning these interconnection trunks. For example, BA-MA's records indicate that of the 17 local interconnection trunk orders received, 12 of those orders (approximately 70%) had one or more supplements or changes to the initial request by AT&T, thus effectively extending the trunk provisioning due date. In fact, a total of 23 changes were issued against these 12 specific orders alone, indicating AT&T has continually changed its trunking requests after their submission to BA-MA, thus delaying their provisioning.

49. Third, AT&T also conceded in its response to Record Request No. 234 that it does not track Customer Not Ready ("CNR") conditions associated with its trunking orders. Many of the 17 AT&T interconnection trunk orders had a CNR condition. As stated above, BA-MA cannot complete provisioning interconnection trunks if AT&T or any other CLEC is not ready to accept the trunks. As with the number of supplements, CNRs are another critical piece of information AT&T did not take into account in calculating BA-MA's provisioning performance.

50. Contrary to AT&T's claim, the data shows that BA-MA did a good job installing these 17 interconnection trunk orders after taking all of the above information into account and stripping away the extraneous "orders" that AT&T never submitted to BA-MA. (Exhibit D) For these orders, the average FOC was 9.4 days, the

average completed interval was 25.2 days, and the missed appointment rate was 0%. (*Id.*)

51. RCN complained about a specific trunk group blockage issue and the unavailability of traffic data for this trunk group between RCN's switch and BA-MA's Cambridge 4ESS tandem. The trunk group RCN described, however, is not a local interconnection trunk group. It is a Switched Access trunk group used to reach IXCs. (Tr. 3592) As with all IXC trunk groups, it is the responsibility of RCN, not BA-MA, to monitor the traffic on the group and to order additional trunks to avoid call blockage. It is significant that RCN did not raise a local trunking issue. BA-MA has over ****** ******* local interconnection trunks in service in Massachusetts with RCN. From August 1999 through February 2000, none of the dedicated final trunk groups from BA-MA to RCN exceeded their engineering blocking design.

52. BA-MA has worked with RCN to obtain the traffic data RCN requested from BA-MA's tandem switch. To do so, BA-MA needed to remove translations from the switch, compact existing translations in the switch, and perform a full switch translations update to create sufficient switch memory to meet RCN's request since BA-MA's Cambridge tandem is a 4ESS switch (older digital tandem technology). BA-MA completed this work in December 1999.

53. Network Plus and Teligent complained about the timeliness of BA-MA's construction projects in building entrance facilities. Entrance facilities are fiber optic transport systems that carry a number of different services (*e.g.*, interconnection trunks, Special Access, and Switched Access) from a BA-MA

central office to a carrier's premises. BA-MA has constructed entrance facility arrangements for IXCs since the mid-1980's. The task of constructing new or expanding existing entrance facilities varies from job-to-job. Some projects require BA-MA to obtain rights-of-way, place and splice fiber optic cable, secure building space and power on the carrier's premises, and engineer, order and install new fiber optic electronics. In other cases, where complete fiber optic cabling already exists, BA-MA must still plan, design, order, and install additional fiber optic electronics. As a result, construction schedules for entrance facilities are negotiated on a case-by-case basis. According to BA-MA's Access tariffs, intervals for entrance facilities, which frequently require the construction of additional fiber optic cables, can be up to six months long. (DTE MA No. 15, Section 3.1.6.) As a comparison, BA-MA for itself, in situations where spare fiber optic cables are already in place, typically turns up, or lights, new fiber optic systems (after planning/engineering is completed) in approximately 25 weeks.

54. CLECs themselves have significant responsibilities that affect the efficient planning, management, and timing of relief for BA-MA's entrance facilities to their premises. CLECs must provide accurate and timely forecasts so that the size of fiber optic systems (fiber optic electronics) can be engineered to meet future demand for a minimum period of several years. Since entrance facilities are used to transport a number of different BA-MA provided services (*e.g.*, interconnection trunks, Special Access, and Switched Access), the CLEC's forecast is unique to the specific CLEC premise, and is different than forecasts provided for interconnection trunking. Unfortunately, BA-MA has had experiences with

CLECs substantially under-forecasting their entrance facility transport requirements and suddenly changing their business plans.

55. BA-MA completed its first entrance facility for Network Plus ** *** in April 1999. In January 1999, during the project planning stages, BA-MA informed Network Plus that an ** *** was probably not going to be sufficient capacity based upon BA-MA's experience with other CLECs. However, Network Plus believed that an ** ** would be sufficient as it would only be used for interconnection – requiring about one-third the capacity of the ** *** through the end of 2000. On September 17, 1999, Network Plus sent an e-mail to BA-MA stating that it would be ordering additional ** *** circuits over the entrance facility. BA-MA called Network Plus back that day to ask whether an addition to the entrance facility arrangement would be required – and was told "No".

56. However, only one month later, BA-MA received word from Network Plus that additional capacity was urgently required, necessitating the installation of an ** ***. BA-MA successfully expedited many aspects of this project to meet Network Plus' needs in order to complete construction and turn-up of the new fiber optic system in the middle of January 2000. Network Plus's claim that this work should have been completed faster (in 3 to 6 weeks) because the facility involved was of limited length and the fiber was in place is simply unreasonable given the tasks still required for BA-MA to engineer, order, and install fiber optic system electronics. Far from failing to serve Network Plus

properly, BA-MA actually provided the additional facilities in roughly half of the usual interval.

57. The facility issues raised by Teligent arise in main part because of forecasting errors. BA-MA completed its first entrance facility for Teligent ** *** in October 1998. This project was based on Teligent's September 1998 forecast indicating that only one-quarter of the capacity of the ** *** systems was needed to provide service over the next 18 months. On November 23, 1998, Teligent informed BA-MA that capacity on its ** *** system (installed just one month before) was exhausted and that an additional larger capacity ** *** system was required. Teligent's new November 1998 forecast showed that a total of ** *** would be needed by the end of 2000.

58. On December 7, 1998, BA-MA completed the site survey of Teligent's premises for the new ** *** system. Based on Teligent's forecast, the project was planned to initially equip one-half of a new ** *** system providing a total capacity of ** *** to Teligent's premises. Although over the next five months BA-MA made numerous attempts to expedite completion of this second entrance facility project, problems with obtaining right-of-way for fiber optic cabling, and building access to pull new entrance fiber, lengthened the actual project interval which completed on May 14, 1999.

59. In September 1999, Teligent again exhausted the planned/installed capacity of this recently completed entrance facility – the initial half of the ** *** system completed in May 1999. This time BA-MA expedited planning,

engineering, ordering, and installation of the second half of the ** *** system, completing the project in mid-November 1999.

60. MediaOne claimed that it was delayed for a year by BA-MA in establishing a mid-span ("MSM") arrangement with BA-MA in Brockton. MediaOne begins its timeline of BA-MA's "delays" in November 1998. However, although MediaOne did indicate to BA-MA the need to establish a second fiber optic MSM in Eastern Massachusetts in November 1998, MediaOne spent the next five months evaluating a number of alternative MSM locations. It was not until March 19, 1999, that MediaOne proposed a specific design and location (Brockton) for the MSM to BA-MA. BA-MA does not mean to suggest that MediaOne should not have proceeded without the deliberation it employed. Rather, BA-MA only wishes that MediaOne had reported that this five-month period was in MediaOne's own control.

61. This initial MediaOne request became ensnared until July in the contemporaneous interconnection agreement negotiations and Department arbitration between BA-MA and MediaOne.[3] Importantly, while both parties understandably sought initially to have the other accept its views, BA-MA subsequently proposed to MediaOne that the work be commenced and be governed by the Department's determination when it was rendered. MediaOne did not agree.

62. In early August 1999, MediaOne and BA-MA agreed to proceed with the Brockton MSM. However, on August 9, 1999, MediaOne informed BA-MA that it wanted to change the design of the initial request to use different vendors for

[3] MediaOne's witness acknowledged at the Technical Session that the subject area in controversy was not covered in the current interconnection agreement between the parties. (Tr. 3576-78)

the fiber optic multiplexing equipment, and to use a MediaOne head-end of Needham instead of Brockton. It was not until September 3, 1999, that MediaOne asked BA-MA to return to the original design arrangements (those discussed prior to the August 9th changes) identified in the MediaOne/BA-MA MSM draft memorandum of understanding. At this point, work with constructing the now-reinstated MSM request for Brockton moved forward and was completed in four months, with testing of the MSM occurring on December 22, 1999. Overall, while the stops and starts that occurred were frustrating to both parties, MediaOne cannot fairly say that the elapsed period was the sole cause of BA-MA.

B. Collocation

1. Collocation Alternatives

63. In the FCC's *Approval Order*, the FCC determined that BA-NY is "providing collocation in New York in accordance with the Commission's rules" and that BA-NY's "collocation offering in New York satisfies the requirements of sections 271 and 251 of the Act." (*FCC Approval Order* ¶¶ 67, 73) As discussed below, the multiple collocation options and alternatives offered by BA-MA essentially are the same options offered by BA-NY.[4] The physical and virtual collocation provisioning intervals that BA-MA consistently has met have been the same intervals consistently met by BA-NY. The steps taken by BA-MA to provide

[4] BA-NY's offerings include assembly room and assembly point arrangements, which provide alternatives to physical and virtual collocation by enabling CLECs to combine unbundled loops and line ports. An assembly room is a non-conditioned secured room in a central office whereas an assembly point is a locked termination enclosure outside of a central office. The availability of cageless collocation and SCOPE collocation arrangements, as well as combinations of unbundled network elements, including UNE-P, has since made assembly room and assembly point arrangements unnecessary. No CLECs in New York have requested an assembly point arrangement and only one CLEC has requested an assembly room arrangement.

CLECs with quality collocation arrangements essentially are the same steps taken by BA-NY. The standard operating procedures used by BA-MA to provide collocation essentially are the same operating procedures used by BA-NY. The responsibilities of BA-MA employees who are dedicated to providing collocation to CLECs in Massachusetts essentially are the same responsibilities of BA-NY employees who are dedicated to providing collocation to CLECs in New York. The CLEC Handbook used by BA-MA to inform CLECs of their collocation rights and responsibilities is the same CLEC Handbook used by BA-NY. These points are discussed in greater detail below.

64. BA-MA provides CLECs with several types of physical collocation, virtual collocation and other collocation alternatives, in accordance with its responsibilities under the Act. BA-MA has filed in D.T.E. MA No. 17 comprehensive collocation terms and conditions that are intended to comply with orders of the Department and the FCC's *Advanced Services Order.*[5]

65. BA-MA has been providing traditional physical collocation since March 1992. Under traditional physical collocation, CLECs enclose their equipment in a cage located in a secured, environmentally conditioned area of a BA-MA central office. BA-MA's standard arrangement for traditional physical collocation is 100 square feet. BA-MA makes traditional physical collocation available in 20 square foot increments above the 100 square foot standard arrangement and offers cages as small as 25 square feet. Through March 2000, BA-MA had 650 traditional

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5 *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability, and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996* ("Advanced Services Order"), Third Report and Order in CC Docket No. 98-147, and Fourth Report and Order in CC Docket No. 96-98, rel. December 9, 1999.

physical cage collocation arrangements in place and an additional 119 progressing toward timely completion.

66. BA-MA has been providing Secured Collocation Open Physical Environment ("SCOPE") since 1998. SCOPE enables CLECs to place their collocation equipment in BA-MA central offices in single-bay increments without enclosing their equipment in individual cages. SCOPE arrangements are located in the same secure, environmentally conditioned areas that are used for the traditional physical collocation offering, except that the space is shared by a number of CLECs. Under SCOPE, CLECs provide and install their own equipment and perform all maintenance-related activities up to their side of a Shared Point of Termination ("SPOT") bay. Through March 2000, BA-MA had 472 SCOPE arrangements in place and an additional 248 progressing toward timely completion.

67. BA-MA has been providing Cageless Collocation Open Environment ("CCOE") arrangements since 1999. Cageless collocation enables CLECs to place their equipment in single-bay increments in BA-MA central offices without requiring construction of a separate collocation area. Through March 2000, BA-MA had 71 cageless collocation arrangements in place and an additional 74 progressing toward timely completion.

68. BA-MA has been providing virtual collocation since 1998. In virtual collocation arrangements, BA-MA maintains the equipment for the exclusive use, and at the direction, of CLECs. CLECs can establish remote access to virtual collocation equipment for monitoring and test purposes. Through March 2000, BA-MA had

three virtual collocation arrangements in place and an additional seven in various stages of completion. Among the seven pending arrangements, two are progressing toward timely completion and the remaining five will remain on hold until the requesting CLEC provides BA-MA with essential engineering and other information.

69. BA-MA has been offering shared (cage) collocation since 1999. BA-MA's shared cage collocation offering enables CLECs to share their collocation cage space with other CLECs. Under shared cage collocation arrangements, "guest" CLECs may order UNEs directly from BA-MA. BA-MA's collocation website provides information on CLECs that offer or are interested in shared cage collocation. The website address is www.bellatlantic.com/wholesale/html/res_shared_space.htm. To date, BA-MA has not had any requests for shared cage collocation arrangements on record.

70. BA-MA has been offering adjacent structure collocation since 1999. BA-MA's adjacent collocation offering provides CLECs with the option to construct or procure a controlled environment vault or similar structure adjacent to a BA-MA central office in the event physical collocation space is exhausted in an office.[6] To date, BA-MA had not received any formal requests for adjacent collocation in offices without existing space.

71. BA-MA has two offerings that enable multiple CLECs to establish

[6] BA-MA's adjacent structure collocation offering provides for on-site adjacent collocation. In Section 251(c)(6) of the Act, collocation is described as the placement of "equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier." In D.T.E. 98-57, the Department directed that BA-MA also provide off-site adjacent collocation. On April 13, 2000, BA-MA filed a Motion for Reconsideration and Clarification of the Department order regarding off-site adjacent collocation.

interconnection between their collocation arrangements in a BA-MA central office. These options provide CLECs with additional flexibility to exchange local traffic between their networks. The options are Dedicated Transit Service ("DTS") and Dedicated Cable Support ("DCS"). DTS allows a CLEC to order a dedicated circuit between two collocation arrangements *(i.e.*, physical and virtual collocation) of the same CLEC or two different CLECs in the same BA-MA central office using distribution facilities provided by BA-MA. DCS allows CLECs collocated in the same BA-MA wire center to directly connect facilities between their own physical collocation arrangements, or those belonging to other CLECs, by constructing cable support between the two arrangements and providing their own distribution facilities. Through March 2000, BA-MA had four DCS arrangements in place. Data for DTS is not tracked in the same manner.

72. BA-MA permits CLECs to bring their fiber facilities into a BA-MA central office and terminate the facilities near a BA-MA cable vault via Competitive Alternate Transport Terminal ("CATT") service. This service enables CLECs to provide interoffice transport facilities to CLECs that are physically or virtually collocated in a BA-MA central office, without establishing physical collocation arrangements of their own. Through March 2000, BA-MA had 33 CATT arrangements in place and an additional five progressing toward timely completion.

73. CLECs may expand, upgrade and/or reconfigure their existing collocation arrangements. Such changes to existing arrangements are commonly referred to

as augments. Through March 2000, BA-MA had 198 collocation augments in place and an additional 219 progressing toward timely completion.

74. BA-MA will provide Collocation at Remote Terminal Equipment Enclosures ("CRTEE"). On May 17, 2000, BA-MA filed revisions to DTE MA No. 17, which include terms for this offering. CRTEE provides for collocation of CLEC equipment in BA-MA's remote terminal equipment enclosures where technically feasible and subject to the availability of space and conduit. Remote terminal equipment enclosures include environmental vaults, huts, cabinets and leased space in buildings that BA-MA does not own. Until the Department approves the CRTEE tariff, BA-MA will provide the service under the terms of the proposed tariff.

2. Providing Collocation

75. BA-MA has demonstrated its ability to satisfy CLEC requests for collocation. In Covad's response to Record Request No. 165, Covad noted that it had submitted 83 physical collocation requests at the time it filed its response. Of the 83 requests, Covad acknowledged that BA-MA had completed 68 collocation arrangements and the remaining 15 were in various stages of completion. Although BA-MA initially could not accommodate Covad's physical collocation requests in two central offices, as noted in its response, BA-MA subsequently was able to provide Covad with virtual collocation in one office and a cageless form of physical collocation in the other office. BA-MA has completed all but two of the 15 pending arrangements cited in Covad's response. In one instance, BA-MA has not completed the arrangement because it has been waiting for Covad to provide

engineering information and virtual collocation equipment and, in the other instance, it has been waiting for Covad to provide provisioning information for an augment to an existing physical collocation arrangement. Through March 2000, BA-MA had completed a total of 84 collocation arrangements for Covad.

76. BA-MA has had similar success in providing collocation to AT&T. In AT&T's response to Record Request No. 166, AT&T complained that BA-MA denied six requests for physical cage collocation. AT&T's comments fail to indicate that BA-MA provided some form of physical collocation, *i.e.*, traditional cages, SCOPE or cageless, for all but one of the 77 physical collocation arrangements noted by AT&T in its response. The only exception occurred in a central office in which AT&T received virtual collocation because space for physical collocation was exhausted.

77. BA-MA has demonstrated its ability to meet CLECs' increasing demand for collocation. In 1998, BA-MA provided 10 carriers with 187 physical collocation arrangements in 68 central offices. By comparison, BA-MA provided 25 carriers with 679 physical collocation arrangements in 150 central offices in 1999, and in the first three months of 2000, BA-MA provided 27 carriers with 222 physical collocation arrangements in 99 central offices. In total, BA-MA provided almost four times the number of physical collocation arrangements in 1999 than it did in 1998. In October 1999 alone, BA-MA completed 124 physical collocation arrangements, without experiencing a backlog in collocation orders. In 1999, the Wholesale Network Services organization added more than 50 employees to manage collocation applications and billing processing for the region. Additional

organizations throughout Bell Atlantic including, but not limited to, Customer Network Engineering; Real Estate; Power, Space and Frame; Central Office Engineering; and Equipment Installation also have augmented their staffs in support of BA-MA's collocation effort. BA-MA will continue to have the resources in place to meet current and anticipated demand for collocation arrangements.

78. Through March 2000, CLECs had access to 92% of BA-MA's residential access lines and 95% of BA-MA's business access lines through completed and pending collocation arrangements in 215 central offices.

3. Timely Provisioning

79. BA-MA has provided physical cage collocation arrangements in a standard 76-business-day interval. This interval is subject to extension up to 15 business days if the area in which a collocation arrangement will be located requires special or extraordinary conditioning. As noted in BA-MA's response to Information Request DTE-ATT 1-51, such conditioning typically involves switch and/or equipment removal, asbestos removal, and/or raw space conditioning or construction. Of the 197 physical cage collocation arrangements BA-MA provided to CLECs from July 1999 through March 2000, 162 arrangements (82%) were completed within 76 business days. More importantly, however, 189 arrangements (96%) were completed by the due date of the arrangement. (This due date takes into account the additional time BA-MA occasionally requires to address special or extraordinary conditions before it can start and complete an arrangement, as noted above.)

80. BA-MA provides SCOPE arrangements to CLECs in the standard 76-business-day interval. This interval is consistent with the Department's order in D.T.E. 98-57. Of the 350 SCOPE arrangements BA-MA provided to CLECs from July 1999 through March 2000, 344 arrangements (98.29%) were provided on or before the due date of the arrangement.

81. BA-MA provides cageless arrangements to CLECs in the standard 76-business-day interval. This interval is consistent with the Department's Order in D.T.E. 98-57. Of the 67 cageless collocation arrangements BA-MA provided to CLECs from July 1999 through March 2000, 65 arrangements (97.01%) were provided on or before the due date of the arrangement.

82. BA-MA has provided virtual collocation arrangements to CLECs in a standard 105-business-day interval. In this interval, BA-MA readies central office space for virtual collocation (as it also does for physical collocation) and then installs CLECs' equipment. In the case of physical collocation, CLECs receive readied space from BA-MA in 76 business days and then they install their own equipment. CLECs must complete several tasks to ensure timely completion of their virtual collocation arrangements. These tasks include ordering and scheduling the delivery of the equipment to be collocated, supplying engineering data to BA-MA and providing training to BA-MA employees on equipment that is not ordinarily used in BA-MA's network. Of the two virtual collocation arrangements BA-MA provided to CLECs from July 1999 through March 2000, both arrangements were provided within the 105-business-day interval. BA-MA is in the process of modifying its virtual collocation provisioning interval to 76

business days, which includes a "stopped clock" component, in accordance with the Department's Order in D.T.E. 98-57.

83. BA-MA's success in providing collocation arrangements within the appropriate provisioning intervals is demonstrated on the attachment to AT&T's response to Record Request No. 166. The attachment lists a total of 77 arrangements requested by AT&T. In the attachment, AT&T identifies one arrangement provided by BA-MA in 1998, 72 arrangements provided in 1999, one with a 1999 due date that was allegedly "missed," and three scheduled for completion in 2000. Of the 72 arrangements provided in 1999, AT&T acknowledges that BA-MA delivered 59 cages by the due date and claims that BA-MA was "late" in providing 13 arrangements. With the exception of one arrangement, as described below, BA-MA completed each of the alleged "late" arrangements on or before the scheduled due date.

84. In three instances where BA-MA was allegedly late in providing an arrangement, it appears that the "Actual ILEC Ready Date" (*i.e.*, completion date of the arrangement) cited by AT&T on its attachment to Record Request No. 166 was based on the date of the collocation acceptance meeting for the arrangement.[7] In these instances, a collocation acceptance meeting was conducted several days or weeks after the arrangement was complete. BA-MA can not reasonably be held accountable for a "late" arrangement in such circumstances because collocation acceptance meetings are set and held by BA-MA at a CLEC's convenience. As a

[7] These arrangements are identified on AT&T's attachment to Record Request No. 166 as control numbers P9811-094, P9811-066 and P9811-067.

result, these meetings should not be the benchmark for determining when an arrangement is complete, as AT&T has attempted to do.

85. In five other instances where BA-MA was allegedly late, it appears that the "Committed Due Date" cited by AT&T on its attachment generally was based on an interval that is substantially less than BA-MA's standard 76-business-day interval.[8] In one case (control A9901-131), the Committed Due Date cited by AT&T was based on a 54-business-day interval (using January 22, 1999 as the start date). BA-MA provided this arrangement within the 76-business-day interval. Once again, BA-MA can not reasonably be held accountable for a "late" arrangement when an incorrect interval is used to determine whether or not an arrangement was provided on time. For four of the remaining five "late" arrangements, BA-MA can not determine how AT&T derived its reported "Actual ILEC Ready Date" and/or the "Committed Due Date." The fifth remaining "late" arrangement (P9811-099) is discussed in greater detail in paragraph 105. However, it is worth noting that BA-MA in fact completed on time the one arrangement that AT&T claims was "missed" by BA-MA,[9] and completed on time the three arrangements noted on AT&T's attachment with a February 2000 "Committed Due Date."

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[8] These arrangements are identified on AT&T's attachment to Record Request No. 166 as control numbers A9901-131, A9902-090, A9902-091, A9902-092 and A9902-086.

[9] Arrangement #B9807-431, referenced in the attachment to AT&T's response, does not correspond to AT&T's original request for physical collocation, as the attachment implies, but rather is a request for an augment to an existing virtual collocation arrangement. BA-MA's records show that the augment originally was scheduled to be complete in December 1998, but due to *delays by AT&T* involving the provisioning of engineering data and delivery of virtual collocation equipment to BA-MA, the scheduled due date was changed to October 1999. BA-MA completed the augment on September 26, 1999 and BA-MA personnel still are awaiting service and maintenance training on the equipment by AT&T.

4. Managing Collocation Space

86. In order to efficiently manage collocation space in its central offices, BA-MA offers SCOPE collocation arrangements. These arrangements allow a greater number of CLECs to collocate in a central office than can be accommodated with a traditional physical collocation (cage) offering. The FCC itself has pointed out that "caged collocation space results in the inefficient use of the limited space in a LEC premises." (*Advanced Services Order* ¶ 42) AT&T complained that "BA-MA ought not to be over-building SCOPE space." (AT&T (Henderson) Aff. ¶ 8) AT&T's comments fail to recognize that SCOPE does not require construction of individual cages and associated common area around cages. By contrast, individual cages and common area is required for traditional physical collocation, which AT&T routinely requests in 300 or 400 square foot increments no matter how much or little physical collocation space exists in a central office. Moreover, there appears to be little or no analysis on AT&T's part regarding its expected needs in particular central offices, given that AT&T has requested 400 square foot physical cage collocation arrangements in offices with as few as 13,000 access lines and as many as 100,000 access lines. Presumably, AT&T would need less collocation space in a central office with 13,000 lines than it would in an office with 100,000 lines.

87. BA-MA prefers to set aside remaining physical collocation space to "SCOPE-only" space to provide physical collocation to as many CLECs as possible in central offices where space is limited. Typically, BA-MA will set aside space for

SCOPE-only arrangements in single-story offices where physical collocation space amounts to 1,000 square feet or less, and in multi-story offices where physical collocation space amounts to 2,000 square feet or less. AT&T complains that BA-MA should not be "forcing CLECs to accept SCOPE space as collocation space becomes scarce." (AT&T (Henderson) Aff. ¶ 8) At the December 6, 1999 Technical Session, AT&T's witness complained that "we are finding that a lot of our physical requests [for traditional cages] are being denied and we're being told to go to cageless or scope." (Tr. 2973). AT&T's comments are puzzling. On one hand, AT&T complains about BA-MA's SCOPE-only guideline, despite the fact its sole purpose is to maximize the use of physical collocation space in a central office. On the other hand, AT&T complains that "[t]he lack of available collocation space is one of the principle [sic] barriers to facilities based local competition." (AT&T (Henderson) Aff. ¶ 12) AT&T can not have it both ways. Either BA-MA should use the flexibility it has to create, manage and allocate physical collocation space in ways necessary for the benefit of all CLECs, as BA-MA is attempting to do with its SCOPE-only guideline, or AT&T and other CLECs will be faced with a lack of available collocation space in BA-MA's central offices much sooner than otherwise would occur.

88. In addition to SCOPE, other "non-cage" collocation offerings, such as cageless, are preferred by Covad and other CLECs. During the December 6, 1999 Technical Session, Covad's witness stated that it does not share AT&T's preference for traditional physical cage collocation. Covad noted it has an "absolute opposite view" and declared it "[p]refers a cageless collocation

arrangement." (Tr. 2977) Covad's witness further stated "[w]e believe that physical collocation [*i.e.*, cages] *eats up unnecessary space and is just a barrier to providing equal access in a competitive environment*." (*Id.*, emphasis added) Moreover, Covad stated: "[w]e have major concerns as we approach these Phase 3 or smaller markets, in that the central offices are apparently much smaller and there just isn't 300 square feet available." (*Id.*)

89. BA-MA attempts to optimize the amount of central office space available for physical collocation. AT&T complained that BA-MA should be removing obsolete equipment "both in response to requests from CLECs and the Department, and without such requests where BA-MA perceives a space limitations [sic]." (AT&T (Henderson) Aff. ¶ 16) AT&T's comments fail to recognize that BA-MA already has reconfigured its own equipment space, relocated administrative personnel and functions, removed power and frame equipment, and redesigned storage areas solely to accommodate CLEC requests for collocation in more than 50 central offices. In 30 of these central offices, BA-MA has removed obsolete, unused or "abandoned in place" equipment for the express purpose of creating physical collocation space for CLECs. In each of these central offices, BA-MA removed equipment on its own initiative. In compliance with the Department's Order in D.T.E. 98-57, BA-MA will pro-actively remove obsolete unused equipment in central offices experiencing space constraints, and in central offices where CLECs are collocated or where BA-MA has received collocation applications. BA-MA also will remove obsolete unused

equipment "upon reasonable request by a competitor" or the Department, in accordance with the FCC's *Advanced Services Order*. (*Order* ¶ 60)

90. BA-MA has modified the structure of at least six central offices, including the installation of new doorways and removal of interior walls, and is in various stages of expanding 10 central offices to accommodate BA-MA's growth and provide additional space for collocation. BA-MA will continue to expand space for collocation through building modifications and additions when expanding to accommodate its own growth and when it is feasible to do so. Construction of a building addition already has begun in one central office, and BA-MA anticipates that construction will begin in other offices by the end of 2000.

91. BA-MA has reserved space in central offices for itself to accommodate up to three years of growth. This space includes common area for power and frame growth, for example, which all carriers in a central office, including CLECs, require to provide service to their customers. The interval used by BA-MA is consistent with the Department's Order in D.T.E. 98-57.

92. BA-MA has the option to reclaim some or all of the unused or spare CLEC collocation space if it needs the space to accommodate another CLEC's collocation request or for BA-MA's own purposes.[10] AT&T complained that BA-MA "should be subject to the same sort of reclamation procedures that apply to CLECs." (AT&T (Henderson) Aff. ¶ 15) AT&T's comments fail to recognize that BA-MA's space reclamation provisions comply with FCC rules, which permit BA-MA to apply reasonable restrictions on the warehousing of unused

[10] BA-MA will exercise its option to reclaim space in accordance with the Department's Order in D.T.E. 98-57.

space by CLECs. Moreover, while BA-MA must promptly relinquish even rightfully reserved space to accommodate a request for virtual collocation, the reclamation process for CLECs exceeds six months. Thus, the rules that apply to BA-MA are more stringent than those that apply to CLECs.

93. Collocation Security. BA-MA implements reasonable security measures to protect its network when CLECs install cageless collocation arrangements. AT&T complained that BA-MA "fails to satisfy the standards for cageless collocation established by the FCC in its Advanced Services Order" and that BA-MA "generally would not permit [commingling of] cageless collocation within BA-MA's equipment … ." (AT&T (Henderson) Aff. ¶ 8-9) Covad claimed that BA-MA "allows itself overly broad discretion to impose unreasonable security requirements on CLECs." (Covad (Moscaritolo) ¶ 49) AT&T's and Covad's comments fail to recognize that the FCC's *Advanced Services Order* does not preclude BA-MA from placing CLEC cageless collocation bays in equipment line-ups that are separate from BA-MA's equipment. (*Advanced Services Order* ¶ 42) Moreover, the FCC's *Advanced Services Order* allows BA-MA to enclose its equipment in a cage, which BA-MA would be unable to do if CLECs were allowed to install or commingle their cageless collocation equipment in the same line-up as BA-MA's equipment. (*Id*) [11]

94. BA-MA's reasonable security measures include "Safe Time" procedures, which limit non-critical access by BA-MA's employees and contractors to central office

[11] BA-MA would be prevented from properly securing or protecting its network if CLECs are allowed to place, and then have access to, equipment bays that are commingled with functioning BA-MA equipment. BA-MA's Motion for Reconsideration and Clarification of the Department's order in D.T.E. 98-57, filed April 13, 2000, seeks reconsideration of the Department's ruling directing BA-

equipment located in close proximity to operating equipment. These procedures are designed with one purpose in mind – to reduce the possibility of accidents and mistakes that could result in service interruptions or outages.

95. AT&T's criticism of BA-MA's desire to protect its network in a cageless collocation arrangement is inconsistent with AT&T's actions to protect its own network. AT&T criticized BA-MA's security concerns as they relate to cageless collocation, complaining that "BA-MA cannot, however, insist in all instances upon complete segregation of CLEC equipment into isolated space separate from its equipment…" and that the Department "should order BA-MA to permit cageless collocation of CLEC equipment unsegregated from BA-MA's equipment … ." (AT&T (Henderson) Aff. ¶ 10-11) However, when asked by the Hearing Officer at the December 6 Technical Session why AT&T was concerned about cageless collocation, its witness stated:

> We're dealing in an environment with human nature. Things can happen. I believe AT&T feels that it would be best if we had a more controlled environment, as opposed to a shared environment, where something can happen to our network, and that would definitely impact our customers as well as whatever may happen to our network – and the Bell Atlantic network, of course. But it is more secure for us to have a physical environment, a true physical environment, not just secured physical open cageless … but a physical arrangement, where we have a 300-or-better-square-feet-with-a-fence lineup. (Tr. 2976-77)

As AT&T's witness correctly acknowledged, network security is a legitimate concern of AT&T just as it is for BA-MA. AT&T, however, apparently cannot see the hypocrisy of demanding its own cages while trying to deny BA-MA the right to use similar protection.

MA to permit the commingling of its equipment with CLECs' equipment.

96. Website Information. BA-MA also provides CLECs with information on the availability of collocation space in its central offices. AT&T complained that "BA-MA has not implemented procedures that … facilitate CLEC ordering or acceptance of collocation arrangements." (AT&T (Henderson) Aff. ¶ 22) AT&T's comments fail to recognize that BA-MA's collocation website identifies every central office where CLECs have requested physical collocation, as well as the types of collocation that are present and available in each of these offices. BA-MA revises this information on the average of twice a month and updates the website with information on space limitations within 10 business days after determining that physical collocation space is not available in an office. These updates are made consistent with the FCC's *Advanced Services Order* (See *Order* ¶ 58) and the Department's Order in D.T.E. 98-58. As of the end of March 2000, the website showed that space for some form of physical collocation was available in 269 central offices in Massachusetts. The website address is: http://www.bellatlantic.com/wholesale/html/res_site_summ.htm.

97. BA-MA's collocation website provides the amount of space (*i.e.*, square footage) it estimates is available for physical collocation in offices where it has received at least one request for physical collocation. These updates are being made in accordance with the Department's Order in D.T.E. 98-58. In offices where BA-MA has no collocation arrangements or has not received a request for physical collocation, BA-MA updates its website with information on physical collocation availability no later than 10 business days after receipt of the first application.

98. Central Office Tours. BA-MA has provided CLECs with opportunities to tour its central offices in accordance with FCC and Department rules. These tours enable BA-MA to show CLECs the reason(s) why BA-MA could not accommodate their physical collocation request. FCC rules allow CLECs to tour central offices when BA-MA, or another local exchange carrier, "denies a request for physical collocation due to space limitations." (*Advanced Services Order* ¶ 57) The Department's Order in D.T.E. 98-58 requires BA-MA to provide CLECs with an opportunity to tour a central office upon request by CLECs at a mutually agreed upon time, but no later than 10 business days after BA-MA determines that it cannot accommodate a request for physical collocation, unless both parties agree to a later date.

99. AT&T complained that BA-MA is opposed to providing CLECs with an opportunity to tour central offices when BA-MA is not able to accommodate "a CLEC's first choice for physical collocation, but accepts a CLEC's second or third choice … ." (AT&T (Henderson) Aff. n. 31) AT&T's comments fail to recognize that BA-MA conducted tours of seven central offices in 1999 and has provided tours of five central offices in 2000, including tours of central offices in Chelmsford, Framingham and Winchester in March, each of which was for CLECs whose first collocation choice could not be accommodated by BA-MA. AT&T's comments also distort BA-MA's position on central office tours because BA-MA has not denied a CLEC's request for a central office tour. Moreover, BA-MA is not aware of any central office tours that AT&T has requested in Massachusetts. In its comments during the December 6 Technical Session,

Covad's witness stated that "[t]o the best of my knowledge, we have never been denied a tour of any central office." (Tr. 3094) BA-MA's policy on central office tours has been – and will continue to be – in compliance with FCC and Department rules.

100. Space Exhaustion Notification. BA-MA files space exhaustion notifications with the Department when BA-MA cannot provide physical collocation to CLECs due to insufficient space or technical reasons. BA-MA has filed notifications for four central offices in which space for physical collocation has been exhausted. During the November 15, 1999 Technical Session, BA-MA indicated that it had exhausted physical collocation space in six central offices, which was an error. (Tr. 1043-44) Space had been exhausted only in four central offices – in Westboro, Middleton, Tyngsboro, and Auburn. Space exhaustion notifications were filed with the Department on October 29, 1999, for the Westboro, Middleton and Tyngsboro offices, and on November 4, 1999, for the Auburn office. No additional notifications have been filed to date.

101. BA-MA files space exhaustion notifications within 15 business days of determining that physical collocation space is not available, in accordance with the Department's Order in D.T.E. 98-58. BA-MA's notifications contain more detailed information than the FCC's required central office floor plans or diagrams. (*Advanced Services Order* ¶ 56) AT&T states that BA-MA should be required to label reserved space "on the premises maps and detailed floor plans that are supplied to the Department ... ." (AT&T (Henderson) Aff. ¶ 15) AT&T's comments fail to recognize that BA-MA's space exhaustion notifications include

information on whether BA-MA is reserving space for itself, any affiliate or subsidiary and the total amount of space reserved. BA-MA's notifications also include information on the number of CLECs with collocation space in the office, amount of space provided to each CLEC, and the date BA-MA provided the space to a CLEC. BA-MA's notifications also include information on whether a CLEC has constructed cages in its space, placed equipment in the space and activated equipment in its cage; future plans for space reclamation; plans for building expansion; and certification that no original or additional administrative space could be reduced. This information is provided in accordance with the Department's Order in D.T.E. 98-58.

5. Collocation Methods and Procedures

102. BA-MA has developed and implemented comprehensive methods and procedures to ensure that it provides CLECs with quality collocation arrangements. These are the same methods and procedures used in New York and approved by the FCC. BA-MA's procedures include comprehensive internal quality inspections of collocation arrangements before they are turned over to CLECs and voluntary joint testing of facilities with CLECs after they have installed equipment in their physical collocation arrangements. The procedures also include coordination of Collocation Acceptance Meetings ("CAM") with CLECs at the time BA-MA turns over collocation arrangements to them for installation of their equipment, and delivery of Special Billing Number and Connecting Facility Assignment information to CLECs.

103. BA-MA conducts quality inspections of its collocation arrangements approximately two weeks prior to turning over arrangements to CLECs for installation of their equipment, as noted in BA-MA's response to Record Request DTE-RR 41S. BA-MA inspects collocation arrangements using an internal Pre-Acceptance Checklist to verify that each arrangement meets BA-MA's installation specifications and to address those items that are not complete or correct at the time a collocation arrangement is inspected. This Pre-Acceptance Checklist covers areas such as power, fiber structure, cable racking, total number of circuits, and lighting.

104. BA-MA has provided quality collocation arrangements to AT&T and other CLECs. AT&T complained that "… BA-MA also acknowledged that it counts as on-time performance those instances where the CLEC accepts the cage at the MOP [now referred to as a CAM], notwithstanding the fact that BA-MA has not completed certain items on the checklist or the CLEC takes exceptions to certain items … ." (AT&T (Henderson) Aff. ¶ 18) AT&T's comments fail to recognize that a number of items on BA-MA's Pre-Acceptance Checklist do not prevent or delay CLECs from installing and activating equipment in their arrangements. Significantly, if a CLEC refuses to accept an arrangement at a CAM due to a checklist item that prevents the CLEC from installing or activating equipment, BA-MA notes the reasons during the CAM and the arrangement will not be considered complete.

105. AT&T stated that "[i]n at least two instances, P9904-582 and P9811-099, AT&T had to reject the cage on the first visit because the cage was not complete."

(AT&T response to Record Request No. 183) Regarding arrangement P9811-099, AT&T's comments are misleading because its first visit to the arrangement occurred on March 29, 1999, which was several weeks prior to the scheduled completion date of May 3, 1999. Although the arrangement was not complete on AT&T's first visit, BA-MA completed the arrangement by the May 3 due date, which is contrary to AT&T's claim that the arrangement was completed one day later on May 4, as shown on AT&T's attachment to Record Request No. 166.

106. Regarding arrangement P9904-582, AT&T's first visit to the arrangement occurred on August 11, 1999, which was one day prior to the scheduled completion date of August 12. Although AT&T's attachment to Record Request No. 166 indicates that BA-MA completed the arrangement on time, the fact is, the arrangement was not complete on August 11, as AT&T correctly states in its response to Record Request No. 183. However, BA-MA did complete the arrangement by the time AT&T made its second visit to the arrangement on August 24, at which time AT&T was able to begin installing its equipment. Of the non-service affecting problems on other arrangements that AT&T referenced in its response to Record Request No. 183, BA-MA notes that the problems often involved minor or easily remedied items, such as reapplication of existing stenciling on equipment (*e.g.*, a cage or Point of Termination Bay). Moreover, AT&T's comments are in contrast to those of Covad which stated that it "did not reject any of the 5 collocations that were provided by BA in the last 6 months of 1999." (Record Request No. 181)

107. BA-MA performs comprehensive testing of its cross connects upon completion of a collocation arrangement to ensure continuity between BA-MA's distribution frame(s) and Point of Termination ("POT") bays. AT&T complained that it is not aware of a "process for the testing of equipment after it is installed …" and that "[w]ithout complete testing of all cable pairs upon installation, AT&T's ability to transition customers can be severely affected." (AT&T (Henderson) Aff. ¶ 33) AT&T's comments are vague and confusing. If AT&T is referring to the testing of BA-MA's equipment, AT&T's comments fail to recognize the comprehensive tests that BA-MA routinely conducts on its own equipment. If AT&T is referring to the testing of its equipment, AT&T's comments fail to realize that BA-MA does not own or operate equipment installed by AT&T and, therefore, does not have an obligation or the ability to test the equipment after it is installed in a physical collocation arrangement. BA-MA's quality inspection process ensures that installation of BA-MA-provided cabling is accurate, that assignments are stenciled properly, and that BA-MA's inventory systems correctly reflect the assignments upon completion of a physical collocation arrangement. BA-MA is not responsible for testing AT&T's equipment simply because it is unable or unwilling to test its own equipment installations. Rather than trying to shift this responsibility and cost to BA-MA, AT&T should be held accountable for performing its own quality inspections on its own cabling to make sure its own equipment is functioning properly after it is installed in its own collocation arrangements.

108. BA-MA installs facilities according to information provided by CLECs. AT&T complained that it lost a potential customer because BA-MA allegedly failed to test and repair cabling between "AT&T's point of demarcation and the Bell Atlantic central office frame … ." (Record Request No. 193) AT&T's response is inaccurate. Contrary to AT&T's response, BA-MA never received "assignments on pairs 317, 318, 319, 320 and 321 …" from AT&T on its initial request (placed November 9, 1999) or, for that matter, on two subsequent revisions, dated November 12 and November 16. BA-MA also did not mistakenly wire to pairs 517, 518, 519, 520 and 521, as AT&T alleges. It was only after BA-MA twice returned the order to AT&T due to inaccurate account telephone numbers, that BA-MA finally received a complete and valid request on November 19, 1999 for assignments on pairs 517, 518, 519, 520 and 521, with a requested due date of December 1, 1999. These are the same pairs that AT&T claims were incorrectly wired by BA-MA.

109. AT&T also complained in its response that there was a problem with pair 519, which AT&T claims "was open between AT&T's point of demarcation and the Bell Atlantic central office frame" and that "in an effort to provide service to the customer, AT&T attempted to change the facility from pair 519 to 523." (Record Request No. 193) AT&T fails to mention that pair 519 could have been "open" due to a wiring problem on its side of the point of demarcation and fails to mention the extent to which it attempted, or did not attempt, to make that determination. Furthermore, AT&T fails to mention that by the time it submitted its request on December 8, 1999, to change from pair 519 to 523, BA-MA already

had completed work on pair 519 on December 1, as requested by AT&T, as well as the other pairs AT&T had requested on November 19. BA-MA notified AT&T on December 8, the same day of its request, that "this cut already [has] been done [*i.e.*, December 1] and the orders have completed." This meant that AT&T was required to submit a new request to change the pair, which AT&T, in its response, did not indicate that it had submitted by the December 14, 1999 date referenced in its response. Moreover, BA-MA still has not received a request from AT&T to change the pair.

110. BA-MA has performed voluntary cooperative quality testing of physical collocation arrangements with AT&T and will perform similar tests with other CLECs upon request. These tests include "head-to-head" testing of facilities by BA-MA and CLEC technicians from CLEC equipment to BA-MA's distribution frames to ensure proper continuity before or after CLECs have installed their equipment in a physical collocation arrangement. These cooperative tests also include testing of BA-MA and CLEC facilities from a BA-MA distribution frame through a POT bay to a CLEC's equipment. BA-MA technicians conducted cooperative tests in 35 central offices in 1999. In the first three months of 2000, BA-MA's technicians conducted cooperative tests in five central offices.

111. BA-MA has assisted CLECs in reconciling their assignment records on numerous occasions. CLECs are responsible for keeping accurate records for assignments on which they have or do not have service, and for ensuring that cables between their collocation arrangements and POT bays are installed correctly, stenciled accurately and recorded properly. Nevertheless, BA-MA has provided assistance

on this time-consuming task at no charge to CLECs. BA-MA has provided such assistance to AT&T, MCI and other CLECs.

112. BA-MA works cooperatively with CLECs to implement their collocation arrangements. AT&T complained that "[w]here CLEC [virtual collocation] designs are being modified, CLECs should be informed, and should be offered the opportunity to approve the modified design." (AT&T (Henderson) Aff. ¶ 34) AT&T's comments fail to recognize that for the one virtual collocation arrangement AT&T had in place at the time its comments were filed, BA-MA worked closely and cooperatively with AT&T over a period of many months (December 1997 to March 1998) in an effort to coordinate and comply with a jointly scheduled virtual collocation installation.

113. Effective Notification. BA-MA notifies CLECs about Collocation Acceptance Meetings ("CAM") prior to the due date of an arrangement. These meetings are arranged and conducted by BA-MA with CLECs to obtain their acceptance of a collocation arrangement. AT&T complained that "there is too much reliance by BA-MA on telephone contact with CLECs on issues related to collocation provisioning" which "results in delays in scheduling cage acceptance" meetings. (AT&T (Henderson) Aff. ¶ 29) Before November 1999, BA-MA's Local Collocation Coordinators called CLEC representatives to arrange meetings at which they could accept collocation arrangements provided by BA-MA. In November 1999, at the request of the CLECs, specifically AT&T, BA-MA implemented a new process to formally notify CLECs about, and arrange for, acceptance meetings.

114. BA-MA modified its CAM notification process in November 1999. With this modification, BA-MA's Collocation Applications group sends a standard E-mail letter to CLECs prior to the time that their collocation arrangement is due to complete. The letter notifies CLECs that they must contact their BA-MA Local Collocation Coordinator when they are ready to inspect their collocation arrangement and confirm that BA-MA's work is complete. Since the CAM notification process was modified last November, 64% of CAM letters have been sent to CLECs one week prior to the due date of an arrangement. In March 2000, BA-MA sent CAM letters to CLECs one week prior to the due date of an arrangement at a rate of 89%.

115. BA-MA provides Special Billing Number ("SBN") and Connecting Facility Assignment ("CFA") information to CLECs on a timely basis. AT&T complained that BA-MA has "considerable problems" providing SBNs and CFAs, and that BA-MA's collocation application "offers little in the way of information regarding the selection of SBNs …" (AT&T (Henderson) Aff. ¶ 21, 23) AT&T's comments fail to recognize that BA-MA modified its application in September 1999 to include a separate section entitled Request for Special Billing Number (SBN). This section of the application enables CLECs to specify the SBNs they need from BA-MA for the services they intend to offer from a particular collocation arrangement. In the event that they have questions about the application or SBNs, AT&T and other CLECs can contact their BA-MA Collocation Project Manager. BA-MA's SBN request form and process is self-explanatory and has been acceptable to most CLECs, except apparently AT&T.

During the December 6, 1999 Technical Session, Covad's witness acknowledged that "[to] the best of my knowledge, SBNs are not an issue for Covad." (Tr. 3081) During the same session, Covad stated that "[t]here were some issues initially, but I believe they've all been straightened out. But I hear no news, which I assume to be good news, from my team, so it's not an issue." (*Id.*)

116. BA-MA's provisioning of SBNs has improved since the application was modified. Since October 1999, BA-MA has provided SBNs to AT&T and other CLECs two weeks prior to the due date of collocation arrangements more than 98% of the time, and BA-MA attempts to provide SBNs as early as one month prior to the due date of an arrangement.

117. BA-MA provides CFA information to CLECs in the letter that it sends to CLECs notifying them about CAMs or in a separate notice. BA-MA has assigned personnel in its collocation group to verify that CFAs are correctly installed prior to turning over collocation arrangements to CLECs. Since November 1999, when BA-MA began providing CFA information at the time it sends CAM notification letters, 80% of CFA notifications have been sent to CLECs one week prior to the due date of an arrangement. In March 2000, BA-MA provided CFA notifications one week prior to the due date of an arrangement at a rate of 90%.

118. Dedicated Work Force / Standard Operating Procedures. The responsibilities of BA-MA's employees include processing collocation applications, managing the collocation deployment process, providing ongoing support to CLECs, and sending billing information to CLECs. There are numerous departments or business units in BA-MA whose personnel are involved in providing physical

collocation arrangements to CLECs. They include Wholesale Network Services; Customer Network Engineering; Real Estate Operations; Central Office Engineering; Power, Space and Frame; Equipment Installation; Outside Plant; and Switched Services.

119. BA-MA provides CLECs with a standard collocation application form that is used across the Bell Atlantic region. The form enables CLECs to select one or more types of physical collocation, in order of preference, as well as virtual collocation. The application form allows CLECs to specify a minimum and maximum size for physical collocation cages and the number of bays for SCOPE, as well as cageless and virtual collocation. AT&T complained about the range of collocation choices that appear on BA-MA's application form. (AT&T (Henderson) Aff. ¶ 25) AT&T's comments fail to recognize that many other CLECs value this option because it enables BA-MA to provide their first choice, when feasible, or provide the best available alternative should their first or other choices not be feasible. In doing so, BA-MA is able to facilitate the processing of CLEC applications and eliminate any reason, need or desire to use BA-MA's own subjective judgment when deciding how best to satisfy a CLEC's collocation request.

120. BA-MA notifies CLECs when it makes modifications to the collocation application form. AT&T complained that "there should be some mechanism by which BA-MA identifies the nature of the changes" to application forms. (AT&T (Henderson) Aff. ¶ 26) AT&T's comments fail to recognize that BA-MA has a standard procedure for notifying CLECs about changes to the application form. The procedure requires BA-MA's collocation project managers to contact CLECs

about the changes and provide them with a copy of the revised form. AT&T's comments also fail to acknowledge that BA-MA has made several modifications to the application to accommodate specific changes requested by AT&T, including the addition of clarifying language for contact names on the application form. Finally, AT&T's comments do not recognize that the current version of the application form and instructions on how to complete it are available on BA-MA's collocation website. The website address is: http://www.bell-atl.com/wholesale/html/res_colap_inst.htm.

121. BA-MA also provides guidance to CLECs when making modifications to the application. AT&T complained that "[a]dapting to new forms without any such guidance unnecessarily delays completing applications." (AT&T (Henderson) Aff. ¶ 26) AT&T's comments fail to recognize that BA-MA, on several occasions, specifically sent a memo to AT&T and on one occasion arranged a conference call with AT&T's witness (October 8, 1999) for the express purpose of reviewing changes that were made to the application form. Subsequent to that call, BA-MA has routinely used e-mail to notify AT&T and other CLECs about changes to the application form. AT&T's comments also fail to recognize that it had submitted more than 40 applications for collocation in Massachusetts in 1999 before ever contacting BA-MA in late September about changes that had been made to the application earlier in the year. Moreover, as a convenience to AT&T and other CLECs, BA-MA continues to accept previous versions of applications, regardless of the issue date, provided they contain the information BA-MA needs to process the application.

122. BA-MA provides several written responses to CLECs upon receipt of their collocation applications. BA-MA provides CLECs with a standard e-mail "acknowledgment" letter that is used across the Bell Atlantic region. This acknowledgment letter is sent to CLECs within five business days after receiving a collocation application to inform them that their application has been received. This letter notifies CLECs that their application either is complete and will be processed, or it is incomplete and cannot be processed until the CLEC provides the information BA-MA needs to process the application. This letter is sent to CLECs in accordance with the Department's Order in D.T.E. 98-58.

123. Of the 759 acknowledgment letters that BA-MA sent to CLECs from June 1999 through December 1999, all were sent to CLECs within five business days after receiving the applications. Of the 667 acknowledgment letters that BA-MA sent to CLECs in the first three months of 2000, 666 letters (99.85%) were sent to CLECs within five business days after receiving the applications.

124. BA-MA identifies the name of the Collocation Manager-Initial Applications, as well as the name and telephone number of the responsible Collocation Project Manager, on the acknowledgment letter that BA-MA sends to CLECs after receiving their collocation applications. AT&T complained that BA-MA "has not clearly articulated the roles of various teams who service collocation requests." (AT&T (Henderson) Aff. ¶ 28) AT&T's comments fail to recognize that BA-MA provides names and telephone numbers of collocation personnel on the acknowledgment letter that CLECs receive from BA-MA. AT&T's comments also fail to recognize that the schedule letter it receives from BA-MA contains the

names and telephone numbers of the Collocation Manager responsible for preparing schedule letters, Collocation Project Manager, and Local Collocation Coordinator (LCC).

125. BA-MA provides CLECs with a standard e-mail "schedule" letter that is used across the Bell Atlantic region. BA-MA sends this letter to CLECs within 10 business days after receiving a complete collocation application form, in accordance with the Department's Order in D.T.E. 98-58. AT&T complained that BA-MA's notifications are "inadequate" and lack a "consistent degree of detail." (AT&T (Henderson) Aff. ¶ 24) In fact, BA-MA's schedule letter formally notifies a CLEC about the collocation arrangement that BA-MA will provide based on the type of collocation the CLEC has requested, the specific date by which BA-MA will complete the CLEC's collocation arrangement, and a cost estimate for the type of collocation the CLEC has requested and that can be provided by BA-MA. AT&T's comments fail to recognize that BA-MA also revised the schedule letter to include the number of equipment bays for which BA-MA has space available in response to inquiries by AT&T in other Bell Atlantic states for information on the number of bays allocated for virtual collocation arrangements.

126. Of the 601 schedule letters that BA-MA sent to CLECs from July 1999 to December 1999, all were sent to CLECs on time (*i.e.*, 14 business days prior to July 30, 1999, or 10 business days subsequent to the Department's July 30, 1999 Order in D.T.E. 98-58). Of the 649 letters BA-MA sent to CLECs in the first three months of 2000, all were sent to CLECs within 10 business days.

127. AT&T has provided inaccurate information regarding BA-MA's provisioning of schedule letters between July 1999 and December 1999. (AT&T attachment to Record Request No. 166) In one instance (control # A9907-0802), AT&T indicates that BA-MA received an application on July 23, 1999 (*i.e*., ILEC Application Receipt Date), when BA-MA in fact received the application on July 26, 1999. Furthermore, AT&T indicates that BA-MA was required to send a schedule letter to AT&T for that application by August 4, 1999 (*i.e.*, Due Date of ILEC Committed Due Date Response), and that AT&T did not receive a letter from BA-MA until August 16 (*i.e*., Date ILEC Response Received), or 12 calendar days after the alleged due date (*i.e*., Number of Days Late). Based on an application receipt date of July 26, and using the 14-business-day response interval that was in effect at the time AT&T submitted its application, BA-MA had until August 13, 1999, not August 4, to send a letter to AT&T. BA-MA sent a schedule letter to AT&T on August 13, which was within the appropriate 14-business-day interval, not 12 days late, as alleged by AT&T.

128. In another example (control #A9907-0590), AT&T indicates that BA-MA received an application on July 20, 1999, that BA-MA was required to send a schedule letter to AT&T for that application by July 29, 1999, and that AT&T did not receive a letter from BA-MA until August 9, or 11 calendar days after the alleged due date. Based on an application receipt date of July 20, and using the 14-business-day response interval that was in effect at the time AT&T submitted its application, BA-MA had until August 9, 1999, not July 29, to send a response letter to AT&T. BA-MA sent a letter to AT&T on August 9, which was within

the appropriate 14-business-day interval, not 11 days late, as alleged by AT&T. For the remaining 11 instances in which AT&T indicates on its attachment that BA-MA received an application after June 1999 and was "late" in providing a letter, BA-MA sent a schedule letter to AT&T within the appropriate 14- or 10-business-day interval in each instance identified by AT&T in its response.

129. AT&T's complaint that the structure of BA-MA's collocation service group "impedes AT&T's ability to operate efficiently" is belied by the facts. (AT&T (Henderson) Aff. ¶ 28) BA-MA's collocation provisioning process is effective and was instrumental in the deployment of 681 total collocation arrangements in Massachusetts in 1999 (including 56 AT&T arrangements) and 222 arrangements in the first three months of 2000 (including three AT&T arrangements). Whatever is causing AT&T to operate inefficiently, it is not BA-MA's collocation personnel. The collocation management structure in place is clearly identified, available for inquiries by AT&T and other CLECs, and fully responsible for dealing with the concerns of AT&T and other CLECs. AT&T's comments fail to recognize that it has local collocation implementation teams responsible for specific geographic areas just like BA-MA, and there is significant dialogue between AT&T's local implementation teams and BA-MA's local implementation teams during deployment of collocation arrangements.

130. BA-MA provides a copy of its CLEC Handbook on its collocation website. The CLEC Handbook, which informs CLECs of their collocation rights and responsibilities, is published in three volumes. Volume One provides an overview of BA-MA's CLEC program, including the steps CLECs should follow

to establish a working relationship with BA-MA. Volume Two provides information on how to interface with BA-MA's Operations Support Systems Gateway Applications to transmit pre-order, order, order status and trouble administration transactions. Volume Three provides information on unbundled network elements and the business rules/procedures that guide CLECs' relationships with BA-MA. The website address for the CLEC Handbook is http://www.bellatlantic.com/wholesale/html/customer_doc.htm.

131. AT&T complained that it has not "been billed by BA-MA for some 40 or more collocation arrangements…" and that "[u]ntil such problems are solved … there is no way to assess whether BA-MA is providing collocation on rates and terms that are reasonable and nondiscriminatory." (AT&T (Henderson) Aff. ¶ 30) In fact, BA-MA billed AT&T and other CLECs for 267 collocation arrangements ordered from FCC Tariff No. 11 in 1999 and, in the first three months of 2000, billed CLECs for another 109 arrangements ordered from the FCC No. 11 tariff. Subsequent to the Department's order approving collocation rates in DTE MA No. 17, BA-MA has begun the process of billing AT&T and other CLECs for collocation arrangements ordered from the Tariff at rates and charges approved by the Department.

II ACCESS TO UNBUNDLED NETWORK ELEMENTS (Checklist Item 2)

132. BA-MA provides non-discriminatory access to network elements, both separately or in combined form, in essentially the same manner provided by BA-NY, which the FCC found satisfied this checklist item.

A. Access to UNEs

133. BA-MA provides CLECs with access to UNEs, including loops, dedicated local transport, and dedicated local and tandem switching ports, on a standalone basis at the CLECs' physical or virtual collocation arrangements in a BA-MA central office or as otherwise required by the Department. CLECs can obtain access to these elements through cross-connect jumper wires at the CLECs' collocation arrangements, and can combine these network elements at their physical collocation arrangements by simply connecting these jumper wires. CLECs do not, therefore, need their own transmission equipment in BA-MA's central offices to combine network elements and provide telecommunications services.

134. In addition to standard physical and virtual collocation arrangements, BA-MA also provides a variety of alternative collocation arrangements through which CLECs can combine individual network elements, such as smaller physical collocation cages, shared collocation cages and cageless collocation arrangements. BA-MA offers each of these alternatives pursuant to its interconnection agreements and in DTE MA No. 17. All of these alternative arrangements can be used by CLECs to combine network elements in the same manner as standard collocation arrangements, as discussed in greater detail above, in the Collocation section of this Affidavit.

B. Access to UNE Combinations

135. BA-MA provides UNEs in an already combined form, and also provides the means for CLECs themselves to combine individual network elements. For most of these UNE combinations, there is no need for CLECs to establish collocation arrangements.

136. BA-MA provides CLECs with the combination of unbundled network elements known as "UNE-P" in accordance with the requirements of the FCC and the Department. On May 4, 2000, the Department approved the UNE-P section of DTE MA No. 17. A UNE-P combination, as offered by BA-MA, consists of the combination of the following UNEs:

(1) Unbundled Local Loop, which is connected to unbundled local switching

(2) Unbundled Local Switching, which is discussed in greater detail in Section VI, and which provides access to the following UNEs:

- Unbundled shared trunk port and common transport and/or tandem switching
- Signaling systems and call related databases
- E911
- Optional Directory Assistance services and Operator Services
- Optional dedicated trunk port, which provides access to dedicated transport and/or optional tandem switching

Requests for combinations of local loop and local switch port UNEs, which are not ordinarily combined and have not previously been combined in the BA-MA network, will be made available to the extent technically feasible pursuant to the Bona Fide Request ("BFR") process.

137. CLECs can use BA-MA's UNE-P offering to provide residential and business local exchange and exchange access services to end users. Orders for UNE-P combinations are divided into two classes:

- Migration - the transfer of existing retail business or residence service of BA-MA to the already connected UNEs that comprise the underlying retail service.
- New - the connection of a specific loop and port not currently connected (but which is ordinarily combined in BA-MA's network) for the provision of local exchange and associated switched exchange access services to a specific business or residence end-user.

138. BA-MA's UNE-P offering is available under interconnection agreements and in DTE MA No. 17. There is no collocation requirement for CLECs to access local loop and local switch port UNE-P combinations. As of the end of February 2000, nine CLECs were using the UNE-P platform to provide telecommunications services to their end users.

139. BA-MA also offers a UNE combination called "Switch Sub-Platform." This "loopless" UNE arrangement combines unbundled local switching with other UNEs or BA-MA services, including either shared or dedicated interoffice transport, shared tandem switching, SS7 signaling, and access to E911. Operator Services and Directory Assistance service are available on an optional basis. Under Switch Sub-Platform common interoffice transport, BA-MA will provide common interoffice transport in conjunction with a shared trunk port. Collocation is not required provided that the terminating location is normally accessed from the BA-MA end office from which the unbundled switch line port has been purchased. Under Switch Sub-Platform dedicated interoffice transport, BA-MA will provide dedicated interoffice transport in conjunction with a dedicated trunk

port. There is no collocation requirement under this option. The Switch Sub-Platform offering is included in DTE MA No. 17. All UNE-P lines currently in service use the Switch Sub-Platform.

140. BA-MA provides combinations of unbundled loop and interoffice facility network elements, also known as Enhanced Extended Loop ("EEL"), for CLECs to use to provide a significant amount of local exchange service to an end user. BA-MA provides these elements in accordance with the requirements of the FCC's *UNE Remand* and *Supplemental Order*, and the Department's March 24, 2000 Order in D.T.E. 98-57. EEL arrangements enable CLECs to provide unbundled loops to end users without having to collocate in the central office in which those loops terminate. EEL arrangements are comprised of the following Unbundled Network Elements: Unbundled Loop (2/4-wire analog, 2-wire digital ISDN, 4-wire digital DS-0 56 Kpbs, 4-wire digital 1.5 Mbps, 4-wire digital 45 Mbps); with or without transport (voice grade/DS-0, DS-1, DS-3); with or without multiplexing (DS-3 to DS-1, DS1 to DS-0). Existing special access arrangements may be converted to EEL arrangements if a CLEC certifies that such arrangements provide significant local exchange service to an end user. BA-MA is in the process of provisioning EEL orders for two CLECs.

141. Following the Department's March 24, 2000 Order in D.T.E. 98-57, BA-MA, on April 13, 2000, filed a Motion for Reconsideration and Clarification of various aspects of the Department's Order as it relates to BA-MA's EEL offering. Specifically, BA-MA has requested reconsideration of: (1) the requirement for commingling of special access and EEL arrangements; (2) the rejection of BA-

MA's proposal to require new EEL arrangements to terminate at a CLEC's collocation facilities; and (3) the requirement that BA-MA allow all elements of an EEL arrangement to be ordered on a single service order. BA-MA maintains that its EEL offering already complies with the requirements of the FCC's *UNE Remand and Supplemental Order*, regardless of the outcome of this Motion.

142. In its *UNE Remand Order*, the FCC concluded that incumbent LECs must provide unbundled access to sub-loops, where technically feasible. (*UNE Remand Order* ¶ 205) BA-MA has developed an offering to satisfy CLEC requests for 2-wire or 4-wire metallic distribution sub-loops to provide connectivity between the Feeder Distribution Interface ("FDI") and the end-user's Network Interface Device ("NID"). Through this offering, a CLEC can access the copper distribution portion of a loop and bypass the Digital Loop Carrier ("DLC") feeder portion of the loop, which is generally incompatible with wideband DSL services. On May 25, 2000, BA-MA filed terms and conditions for Unbundled Sub-loop Arrangements ("USLA") to make this capability available in DTE MA No.17. Under USLA, the CLEC can achieve access to the BA-MA distribution pairs by establishing an Interconnect Cabinet near the BA-MA FDI and arranging for BA-MA to place a cable to connect the two sites. On May 17, 2000, BA-MA filed additional terms and conditions with the Department to enable a CLEC, where space and right-of-way permit, to collocate its associated electronics in BA-MA remote terminal equipment enclosure ("CRTEE") locations. BA-MA also provides USLA and CRTEE under interconnection agreements and has posted on

its web-site proposed terms and conditions to facilitate the process of negotiating amendments to interconnection agreements.

III NON-DISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY (Checklist Item 3)

143. As of the end of the first quarter of 2000, BA-MA had 352 pole-attachment agreements and 82 conduit-occupancy agreements. There are 27 pole-attachment agreements with CLECs/Other Common Carriers ("OCC") and 141 pole-attachment agreements with Cable television companies ("CATV"). Of the 82 conduit-occupancy agreements, 14 are with CLECs/OCCs and 18 with CATVs. BA-MA still has not received any request for access to rights-of-way.

144. BA-MA has undertaken a long and extensive effort to update its license agreements for both pole attachments and conduit occupancy. As noted in the earlier Harrington Affidavit (¶ 19), this effort began with workshops with licensees that were initially held in April 1999, and continue to be held monthly. BA-MA provided a draft of the revised agreements to licensees and the Department in December 1999, and subsequently reviewed these comments earlier this year at one of the monthly workshops. Further, BA-MA met with representatives from NECTA in February to address its comments. As of May 19, 2000, BA-MA is continuing to finalize the pole-attachment agreement with NECTA, and BA-MA is also in the process of revising the draft conduit occupancy agreement to reflect changes being made in the pole attachment agreement that are common.

145. There were a number of items identified by RCN, AT&T and Conversent in which they alleged that BA-MA's current license agreements violates the Act or is discriminatory. BA-MA has addressed many of these claims in its revised aerial license agreement. For instance, BA-MA has (1) incorporated the 45-day

requirement to complete field surveys and provide a response to a CLEC's applications in compliance with the FCC Rules (47 CFR Section 1.1403 (b)); (2) included language regarding time for completing make-ready work that states that BA-MA will strive to complete make ready work within 90 days for conduit, and 180 days for pole attachments; (3) modified the language to reserve BA-MA's right to impose the 2000 pole limitation in each Planning Manager's Area rather than specifically imposing the limitation; (4) provided the ability for CLECs to access BA-MA's records in compliance with FCC's *Local Competition First Report and Order* (CC 96-98, 11 FCC Rec at 16073); and (5) deleted language that required the CLECs to bear the costs for make-ready work done for BA-MA's own requirements.

146. BA-MA has made various improvements in its procedures, some of which resulted from input received during the monthly workshops. First, BA-MA instituted a project-management option for licensees in August 1999. This option provides for the CLEC to meet with members from BA-MA's License Agreement Group ("LAG") and also BA-MA's field personnel to review large or complex requests for access to BA-MA's carrying plant. At the CLEC's option, BA-MA will assist the CLEC by determining the best available route between destination points. Second, BA-MA revised its conduit occupancy procedure (Procedure 9) associated with processing requests for conduit occupancy as a result of comments from licensees at the workshop meetings. BA-MA has continually updated this method as a result of comments both from licensees and also BA-

MA's internal personnel. (BA-MA's responses to Information Requests DTE-NECTA 1-28, DTE-NECTA -28-Supplemental, and Record Request No. 3)

147. BA-MA is required by the terms of its updated license agreement and by the FCC (47 CFR, Section 1.1403(b)) to respond to a licensee's request for access within 45 days. Within the initial 45-day period, BA-MA will schedule and perform a field survey to determine if the poles can accommodate the attaching entity's proposed attachments. In case of large and complex requests, BA-MA offers to project manage the request in an efficient manner. These project requests are not included in the 45-day timeframe but will include meeting(s) with representatives from BA-MA and the CLEC to manage the overall request in a timely manner. If no make-ready work is required, a license will be issued within the 45 days. If make-ready work is required, BA-MA will provide the requesting party (licensee) an estimate of make-ready-work charges within the 45-day period. The requesting party will then decide whether to authorize the make-ready work. Lastly, if BA-MA denies the request, BA-MA will provide a detailed, written notice informing the licensee of the denial and specifying which one of the four allowable reasons for denial applies, either insufficient capacity, safety, reliability or generally applicable engineering standards.

148. During 1999 and the first quarter of 2000, BA-MA responded to the vast majority of requests for access in a timely fashion. As the chart below shows, BA-MA has been able to meet the 45-day timeframe on an average of 95% of the requests. Although BA-MA is willing to file this information in the format shown as part of its quarterly performance reports should the Department so desire, BA-MA is

opposed to the format requested by AT&T as being burdensome to administer and track and confusing to understand. (DTE-RR-147) AT&T's proposed process of tracking the 45 days based on reporting only at the end of the month would require BA-MA to revise its monitoring and tracking processes in addition to its methods and procedures, and cannot provide a fair representation of jobs that may be at various points in the process. Furthermore, AT&T's proposal would require more administrative time to track and review which would be done by the same BA-MA personnel that would otherwise be responding to requests from licensees. In contrast, BA-MA tracks the 45-day interval and monitors this on a daily basis from date of receipt regardless when it is received. BA-MA developed a tracking system, and supporting methods and procedures to allow it to track requests and enables it to proactively ensure that the 45 days is met.[12]

# of Requests responded within 45 days					
	1Q99	2Q99	3Q99	4Q99	1Q00
Total # of requests responded to	367	256	239	153	177
# responded within 45 days	350	238	231	146	167
% responded in 45 days	95.3%	93.0%	97.0%	95.4%	94.3%

149. AT&T claimed that BA-MA regularly fails to respond in a timely manner at all stages of the licensing process. (Record Request Nos. 133, 134 and 135) AT&T's allegations are based on the process AT&T uses to calculate the intervals between the various phases of survey and make-ready work performed by BA-MA. AT&T erroneously utilizes interval measurements that distort the time frames for the various stages of the licensing process. For instance, AT&T

[12] Similarly, BA-MA is opposed to the process of tracking make ready timeframes proposed by AT&T. BA-MA's tracking system was developed to report timeframes based on when the make-ready work is completed and the license is issued. AT&T's approach tracks from the beginning, and does not consider delays that are beyond BA-MA's control.

measures the interval from the date that its contractor, Mr. Mackey, populates the license application form, to the date the license or make-ready estimate is received by AT&T. This is not the appropriate or reasonable interval. Instead, BA-MA properly calculates its interval for all licensees (including AT&T) from the date the license application is received by BA-MA to the date the license is issued (if no make-ready is required) or the date the make-ready estimate is sent to the licensee. Within that first stage of the application, BA-MA must review the application for completeness, calculate the cost of the survey based on the number of poles the applicant is applying for, and wait for the licensee to provide BA-MA with a check for the survey costs. The time it takes the applicant to provide payment is properly subtracted from the time interval. AT&T also included this time in its calculation, thereby distorting the time frame.

150. On several occasions, Mr. Mackey, on behalf of AT&T, has failed either: (a) to provide a check; (b) to provide a check for the correct amount; (c) to complete the appropriate paperwork; and/or (d) to provide all the necessary pages of the application form. BA-MA has attempted on several occasions to explain this process to AT&T either in face-to-face meetings or in telephone conversations. In addition, AT&T, or its representative, is a regular attendee of the monthly Licensee Workshops, at which instructions have been reviewed for proper filling out of license application forms. BA-MA has assigned a project manager to AT&T to act as a liaison and a resource for AT&T should it have questions on procedures or on status on its requests. As a result of the numerous times that AT&T failed to comply with BA-MA's procedure that other licensees follow,

BA-MA requested a meeting with AT&T, which was held on February 8, 2000, to review the work of its contractor and review the status of all pole and conduit license applications. Subsequent to the meeting, AT&T advised BA-MA to cancel several of its applications because of its confusion with the applications submitted on their behalf by Mr. Mackey. At the meeting, AT&T acknowledged to BA-MA that there was a problem in the coordination of check-writing between its contractor, DWC Associates (specifically, Mr. Mackey), and AT&T personnel. In addition, AT&T was surprised to learn that options such as project-management meetings, route development and access to a hotline number, were available. The majority of the delays resulted from the fact that BA-MA was waiting for AT&T's payment. BA-MA offered AT&T an opportunity to review and question the status information provided at the meeting and BA-MA agreed that it would allow AT&T an additional 30 days to submit payment before the applications would be cancelled. Subsequently, and in accordance with instructions from AT&T, many of these applications were cancelled. Furthermore, of the total of 134 applications received from AT&T in the last 12 months, 108 were cancelled.

151. In its license agreement, BA-MA states that it strives to complete make-ready work for pole attachments within 180 days and for conduit occupancy within 90 days after receiving authorization from the licensee. Since this work, in many cases, is dependent upon work being done by other licensees and the joint owner of many poles (*i.e.*, the power company), BA-MA is not in sole control of this timeframe. In cases where a power company is involved, BA-MA coordinates

with the power company to complete the make-ready work. Therefore, BA-MA may not be able to provide a firm completion date for make-ready work because of circumstances that are, in many cases, beyond its control. BA-MA does, however, provide the licensee an estimated construction completion date ("ECCD") for make-ready work. This ECCD is also affected by other parties who may need to perform make-ready work and their adherence to the schedule.

152. In several discovery responses, BA-MA provided information that compared the timeframes associated with completion of make-ready for licensees and for BA-MA's own internal work. (Record Response No. 7; Errata DTE-MCIW 1-33) The updated timeframes for the last quarter of 1999 show reductions in the total make-ready timeframes for licensees and continued completion intervals for licensees that are less than for comparable work for BA-MA.[13]

153. The averages for make-ready work for CLECs, CATV and others vary by quarter, as do BA-MA's own internal results. Timeframes may vary depending on the number of and complexity of requests during each reporting period. Moreover, as noted in response to Record Request No. 5, the processes used by BA-MA to track results for its own make-ready work are not identical to the tracking mechanism for licensee make-ready-work. In fact, BA-MA's tracking mechanism for its own make-ready work may understate the timeframes.

154. BA-MA receives requests for access to its relevant records that predominantly include conduit maps for various streets within or between towns, and, in certain

[13] For pole attachments, the average number of days for make-ready work for the last quarter of 1999 was: 119 days for CLECs/OCCs; 130 days for CATV; 20 days for "Other"; and 130 days for BA-MA work. For conduit occupancy, the average number of days for make-ready work for the last quarter of 1999 was: 100 days for CLECs/OCCs; 93 days for CATV; 25 days for "Others"; and

instances, the requests may include information for an entire municipality. For example, BA-MA's conduit plats, for the City of Cambridge, include 472 plats. When BA-MA receives a request, BA-MA reviews it for content, records it, and then retrieves the plat, either locally or from an off-site vendor. The customer is then informed that the copy is available subject to the signing of the non-disclosure agreement and payment of the applicable cost. BA-MA has only begun tracking the timeframes for access to records during the first quarter of Year 2000, and will continue to modify its procedure to efficiently respond to requests for access.

155. During the first quarter of 2000, BA-MA received 53 requests for access to records and was able to provide the information requested for 75% of those requests within five business days after receipt of the request. Further, BA-MA responded to the 53 requests on an average of 5.8 business days.

156. CLECs have argued that they should be able to use their choice of workforce to complete make-ready work. BA-MA must comply with its collective bargaining agreements regarding the personnel that may perform make-ready work functions involving BA-MA-owned facilities. This is similar to the situation that BellSouth noted in its 271 Application, which the FCC accepted. (Kinsey Affidavit, ¶ 16, 271 Application of BellSouth-Louisiana, dated July 9, 1998) CLECs have the option to have manhole break-out work performed in coordination with BA-MA and using the same BA-MA approved contractors with a Contract Work Inspector ("CWI") present. Except for safety reasons or in cases of some

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117 days for BA-MA work.

damage/emergency conditions, CLECs have always been able to use their choice of workforce when performing work on CLEC-owned facilities (for example, placement, rearrangement or removal of CLEC-owned facilities, transfers or to accommodate the needs of other attachees.)

157. RCN claimed that BA-MA's pole-attachment rates are too high. (Record Request No. 143) BA-MA has not modified its pole-attachment rate for more than 20 years even though labor costs have continued to rise over time. Moreover, the pole-attachment rate of the power company (Boston Edison Company), an affiliate of RCN, is more than double that of BA-MA for a jointly owned pole. In any event, a potential licensee that contests BA-MA's rates for pole attachments has specific rights under Massachusetts law to have the Department set the rates. No licensee has brought such an action.

158. In accordance with the Department's Order in D.P.U. 91-218, the current rates for all licensees occupying BA-MA's conduit for the twelve-month period ending June 30, 2000, are $1.21 per full duct foot and $0.605 per partial duct foot. On April 27, 2000, BA-MA notified all conduit licensees, in accordance with the Department's Order in D.P.U. 91-218, that the new rates effective July 1, 2000 will be $1.06 per full duct foot and $0.53 per partial duct foot.

159. BA-MA does not charge licensees, including competitive LECs, for any make-ready work performed for routine maintenance purposes, or for changes that are made solely to meet BA-MA's needs.

160. BA-MA does not and will not favor itself over other carriers when provisioning access to poles, ducts, conduits and rights-of-way. BA-MA is committed to

provide competitive LECs with access to and use of such rights of way to the same extent it provides to itself.

IV UNBUNDLED LOCAL LOOPS (Checklist Item 4)

161. As described earlier in this proceeding, BA-MA provides a wide variety of UNE loops to CLECs in Massachusetts, including 2-wire and 4-wire analog voice-grade loops, and 2-wire and 4-wire loops that are conditioned to transmit digital signals for services such as Integrated Services Digital Network ("ISDN"), Asymmetrical Digital Subscriber Line ("ADSL"), High-bit rate Digital Subscriber Line ("HDSL"), and 1.544 Mbps ("DS-1"). (Stern Aff. ¶ 42, Tr. 1556-58) CLECs are ordering ISDN loops to provision ISDN and IDSL services to their end users, and ordering ADSL qualified loops to provision ADSL and SDSL services. BA-MA uses provisioning processes that are specifically designed to ensure that these UNE loops are installed in a timely and quality manner.

162. BA-MA also now provides unbundled sub-loops consistent with the FCC's sub-loop unbundling requirements. This offering was made available in Massachusetts on May 17th in compliance with the FCC's *UNE Remand Order*.[14] BA-MA also filed with the Department on May 5, 2000, its unbundled Line Sharing offering, in compliance with the FCC's *Advanced Service Order*. BA-MA will evaluate requests for additional loop types pursuant to the BFR process that is included in virtually all interconnection agreements and in DTE MA No. 17.

163. As of February 29, 2000, BA-MA had provisioned over 22,500 stand-alone UNE loops and over 1,400 loops provided as part of network element platforms

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[14] *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996* ("UNE Remand Order"), Third Report and Order And Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98, rel. November 5, 1999.

("UNE-P").[15] The stand-alone loop total includes approximately 14,000 2-wire analog loops (new loops and hot cuts), over 3,000 ISDN loops, approximately 5,500 xDSL loops, and over 50 high capacity DS1 loops. In January and February 2000, BA-MA provided over 6,000 stand-alone loops – an increase of about 37% over prior years – and over 500 UNE-P loops – a more than 50% increase. The February 2000 stand-alone loop volumes represent an increase of more than 100% from the September 1999 in-service volumes which BA-MA reported at the Technical Sessions held in November. (Tr. 1556-57)

164. The significant increase in unbundled loop volumes BA-MA has successfully provisioned demonstrates that BA-MA can readily meet CLEC commercial demand for UNE loops. Bell Atlantic's service centers have the ability to handle large volumes of orders. Whereas 221 craft personnel staffed the TISOC (the first point of entry into BA-MA) during January 1999, there were 523 associates in that organization as of March 2000. The Massachusetts RCCC, where hot cut loops are coordinated, has grown from 22 craft personnel in July 1999, to 67 craft personnel as of March 2000. This center, located in Boston, can grow to over 240 craft personnel by the end of 2000, just to handle New England hot cut requests. Also, BA-MA employs a field technician force that deals specifically with the provisioning of all CLEC-specific new loop products and the maintenance of xDSL loops. As of the end of the first quarter 2000, BA-MA has over 230 technicians on this dedicated force. In addition, should conditions warrant, BA-MA can quickly draw from its retail force of over 1,500 technicians to meet

[15] These in-service volumes represent total units billed to CLECs and do not necessarily represent the number of UNEs that have actually been completed and provided to CLECs as of the specified

spikes in installation demand. This retail force presently handles all CLEC repair problems except xDSL loops, which as noted above, are maintained by a dedicated force for CLECs.

A. Provisioning Unbundled Local loops

165. The FCC looked at three provisioning performance measures in assessing BA-NY's application: "on-time performance as scheduled," "installation quality," and "provisioning intervals." For stand-alone loops and loops provided as part of UNE-P, the FCC agreed with the adoption by the New York PSC of a retail analogue for purposes of comparison in order to determine whether Bell Atlantic "provisions new unbundled loops to competing carriers in substantially the same time and manner as it does its retail carriers." (*FCC Approval Order* ¶ 279) The Massachusetts C2C performance data shows that BA-MA meets the confirmed due dates of CLECs in the same time and manner as it meets the confirmed due dates of its retail customers.

166. During the period October - December 1999, BA-MA completed 95.3% of the total new POTS loop and new UNE-P orders (*i.e.*, dispatched UNE-P orders) on time. (Measurements Aff. Exhibit B1) BA-MA's on-time performance for new POTS loop and new UNE-P orders in January and February 2000 was even better, at 97.0% and 97.6%, respectively. (*Id.*) BA-MA's on-time performance in provisioning new stand-alone POTS loops on time has improved every month since October 1999, and most recently averaged 97.9% in January and 98.4% in February 2000. BA-MA's on-time performance in provisioning UNE-P

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timeframes. Consequently, these figures will not necessarily reconcile to the C2C measurements.

arrangements also is excellent. For the period October 1999 (when BA-MA first began provisioning UNE-P arrangements) through February 2000, BA-MA completed new UNE-P orders when scheduled 97.6% of the time. During the same period, BA-MA completed UNE-P migration orders (*i.e.*, non-dispatched) when scheduled 100% of the time. (*Id.*) In total, BA-MA's on time performance for UNE-P orders over these five months was 99.9%. In contrast, over the same five-month period, on-time provisioning results for retail POTS dispatched orders (*e.g.*, new installations) ranged between approximately 90.2% to 93.0% and for non-dispatched orders results ranged between 99.8% to 99.9%. (*Id.*) Thus, BA-MA is consistently meeting the due date on CLEC new loop and UNE-P (new and migration) orders a higher percentage of the time than it does for its own retail orders.

167. Next, the FCC concluded that "Bell Atlantic is provisioning unbundled loops, both on a stand-alone basis and as part of a platform of network elements, to competing carriers at an acceptable level of quality." (*FCC Approval Order* ¶ 284) BA-MA's installation quality performance for unbundled stand-alone POTS loops is very good. Over the period July 1999 through February 2000, the "percent of installation troubles reported within 7 days" for new POTS loops was significantly better than retail in six of eight months. (Measurements Aff. Exhibit B1)

168. BA-MA also is providing UNE-P combinations in a quality manner. For example, the "percent troubles within 7 days – Other" metric shows that over the period October 1999 through February 2000, 97.9% of all UNE-P arrangements

installed had no installation quality problems reported within 7 days of being installed. Since November 1999, less than 2% of UNE-P arrangements provisioned had troubles reported within 7 days of installation. These results compare favorably with BA-MA's retail results for "percent troubles reported within 7 days" of installation, which ranged between 1.9% and 2.2% during the same four-month period. No discernable differences exist in the quality of BA-MA's provisioning of UNE-P arrangements when compared to its provisioning of retail exchange service.

169. Finally, the FCC reviewed data related to provisioning intervals. Here, while the C2C data for New York indicated a difference in the intervals for retail and CLECs, the FCC concluded that "the disparity between wholesale and retail average installation intervals is not the result of discriminatory conduct, but rather is the result of factors outside of [Bell Atlantic's] control." (*FCC Approval Order* ¶ 285) As discussed in the Measurements Affidavit, these factors continue to distort the C2C comparison of actual retail and wholesale provisioning intervals.

170. Accordingly, the FCC determined "the missed rate of installation appointments to be the most accurate indicator of Bell Atlantic's ability to provision unbundled loops." (*FCC Approval Order* ¶ 288) As summarized above (and reported in the Measurements Aff. Exhibit B1), BA-MA is providing unbundled stand-alone loops and loops as part of UNE-P arrangements to competing carriers in a timely manner, just as the FCC found for BA-NY.

171. The FCC used the same analysis in reviewing BA-NY's performance record in providing high capacity loops to CLECs. (*FCC Approval Order* ¶ 289) The FCC

found that the success rate shown by the C2C measurements in providing high capacity loops as scheduled outweighed the differences shown by the metrics in completion intervals. In Massachusetts, the volume of orders for high capacity loops through February 2000 has been relatively small. Specifically, as of end of February, BA-MA provisioned only 54 DS-1 loops, including 15 provisioned in January and February 2000. As with voice-grade loops discussed above, the average completion interval for the installation of DS-1 loops ordered by CLECs is longer than the completion interval for retail. (Measurements Aff. Exhibit B1) However, BA-MA is meeting its installation due dates for high-capacity loops provided to CLECs on a more reliable basis than it is for high-capacity loops provided to its own retail customers. (*Id.*) In fact, over the period July 1999 through February 2000, BA-MA recorded a missed rate of installation appointments of zero percent (*i.e.*, no misses) in five of the eight months, including the months of January and February 2000. BA-MA missed only 4 of 30 installation appointments in the other three months.

B. UNE Loop "Hot Cuts"

172. The FCC also reviewed Bell Atlantic's performance in providing UNE loops via the hot cut process. Here, the FCC observed that in New York, "hot cut performance is measured according to the percent of coordinated conversions completed within a specified time window … a fixed period of time ranging from one hour to eight hours, depending upon the number of lines involved." (*FCC Approval Order* ¶ 292) Further, because there was no retail equivalent to a hot cut, Bell Atlantic was required to demonstrate that it "provides unbundled loops

through Hot Cuts in a manner that offers an efficient competitor a meaningful opportunity to compete." (*FCC Approval Order* ¶ 291) Based on the evidence presented, the FCC concluded that BA-NY "is provisioning unbundled loops through the use of coordinated conversions of active customers from Bell Atlantic to competing carriers, a process known as "Hot Cuts", in accordance with the requirements of checklist item 4." (*Id.*) The evidence that Bell Atlantic also meets these requirements in Massachusetts is even more compelling than it was in New York.

173. The two principal measures that the FCC used to evaluate BA-NY's hot cut performance were the high percentage of cuts delivered on-time and the low percentage of installation troubles reported for these cuts. With respect to the provisioning of hot cuts on-time, the FCC noted that Bell Atlantic provided service better than 90% on-time, and "that on-time hot cut performance at a level of 90 percent or greater is sufficient to permit carriers to enter and compete in a meaningful way in the New York local exchange market." (*FCC Approval Order* ¶ 298)

174. In Massachusetts, for the period July 1999 through February 2000, BA-MA completed 97% of its 2,638 hot cut orders on time. This record of success has been consistent over time despite rising volumes :

BA-MA Hot Cut Scorecard	J-99	A-99	S-99	O-99	N-99	D-99	J-00	F-00
Total Orders Worked	182	368	284	202	242	373	463	524
Met	167	337	282	195	232	370	459	518
Miss	15	31	2	7	10	3	4	7
% On Time Performance	92%	92%	99%	97%	96%	99%	99%	99%

175. The fact that BA-MA has consistently achieved a 99% on-time rate since December 1999, demonstrates that the coordination between BA-MA and the 11 different CLECs that make use of the hot cut process works well. Since there are about 4.5 lines per order, BA-MA has successfully provisioned approximately 12,000 UNE loops via the hot cut process.

176. The FCC also specifically dealt with AT&T's claims that BA-NY's on-time and installation quality data were inaccurate – the same claims that AT&T made in this proceeding. With respect to the on-time data, the FCC noted that "AT&T submitted data indicating that Bell Atlantic completed only 76 percent of its ordered hot cuts within the established window for July and August." (*FCC Approval Order* ¶ 294) The FCC disregarded these claims based on the exhaustive review of AT&T's claims and records by the New York PSC showing that "Bell Atlantic [New York] had completed 88 percent of AT&T's orders on-time in July and 90.55 percent of AT&T's orders on-time in August." (*Id*.) These facts clearly demonstrate that AT&T's claims and records are fundamentally unreliable. By contrast, the same exhaustive analysis of the Bell Atlantic data by the New York PSC produced a minimal BA-NY error rate (1.5% in the June 21 – July 16, 1999 reconciliation, 3.7% for the remainder of July and 2.5% in the August review). The New York PSC Staff review proved that "the striking discrepancy between the AT&T data and the Bell Atlantic-NY data was explained primarily by AT&T errors or its idiosyncratic operational definitions of measurement terms." (*Evaluation of the NYPSC – Reply,* dated November 8, 1999 at 21)

177. BA-MA's performance for AT&T has been excellent. In keeping with the improvement seen generally as operating experience has been gained, Bell Atlantic's performance in provisioning loops for AT&T via the hot cut process has been even better in Massachusetts than it was earlier in New York: **

AT&T Hot Cut Scorecard	J-99	A-99	S-99	O-99	N-99	D-99	J-00	F-00
Total Orders Scheduled [16]								
Total Orders Worked								
Total Lines Worked								
Total Orders Met								
Total Orders Missed								
% On Time Performance	98%	94%	100%	100%	97%	98%	99%	99%

178. ***AT&T's assertions as to the accuracy of BA-MA's hot cut performance data rely upon the same AT&T records that were totally rejected by the New York PSC and the FCC. Again, AT&T's claims are not accurate. For example, in its response to Record Request No. 219, AT&T once again attempts to find fault with BA-MA's ability to deliver unbundled loops. AT&T's data does not withstand analysis, however. To begin, AT&T concedes that the vast majority ** *** of hot cuts provided by BA-MA in the period August to November 1999 went smoothly, without any problem whatsoever (*i.e.*, no LSRC problem, no missed due date, and no trouble report). However, AT&T maintains

16 The quantity of Orders Scheduled is greater than the quantity of Orders Worked due to factors beyond BA-MA's control. These factors include: (1) orders cancelled by the CLEC after having been scheduled, and 2) orders delayed at the CLEC's request (which must be rescheduled) because

that there were ** *** problems in the sample: ** *** related to LSRCs; ** *** related to missed due dates; and ** *** related to trouble reports.

179. With respect to AT&T's claims regarding missed hot cut appointments, even if taken strictly at face value, AT&T's own data indicates that BA-MA's on-time hot cut performance is in the neighborhood of 91.3% (AT&T claimed that only ** *** orders involved missed due dates), still above the 90% level identified by the FCC as satisfactory under the Act. But, AT&T's data is inaccurate. Of these ** *** claims, only ** *** (1.3% of ** *** orders) actually caused missed due dates according to BA-MA's data. (Exhibit E)

180. In its response to Record Request No. 219, AT&T claims there were ** *** troubles caused by hot cut activity, which, if AT&T's data could be relied upon, would represent only ** *** lines associated with hot cut orders BA-MA records show as having been completed during the August to November period.[17] Strangely though, in its response to Record Request No. 290, AT&T identified ** *** troubles it claims were caused by hot cut activity, five of which were in common with the response to Record Request No. 219. Since AT&T's response to Record Request No. 290 included more detailed information than its somewhat sparse response to Record Request No. 219, BA-MA's analysis of AT&T's alleged trouble reports focused on AT&T's response to Record Request No. 290. BA-MA data shows that only ** *** of AT&T's ** *** trouble claims

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the order could not be completed (*e.g.*, no CLEC dial-tone present at the collocation arrangement).

17 AT&T's data also is inconsistent. For instance, data provided in its response to Record Request No. 219 does not match data provided in its response to Record Request No. 290. More specifically, two of the eight cases noted in its response to Record Request No. 290 are not included in its response to Record Request No. 219. Conversely, one case noted in its response to Record Request No. 219 is not included in its response to Record Request No. 290.

(representing roughly 1.3% of the ** *** lines completed) actually involved a trouble related to the hot cut. BA-MA agrees with AT&T's assessment that there were hot cut troubles on Purchase Order Numbers ("PON") BOSY9901554, BOSY9901623, and BOSY9901691. As detailed below, BA-MA does not agree with four of AT&T's claims:

- BOSY9901702 – BA-MA records indicate that the end user's line was out-of-service due to a cable failure that occurred prior to the scheduled hot cut date. The trouble caused by the cable failure continued to the due date of the cut. As per the mutually accepted hot cut process, a hot cut cannot proceed (*i.e.*, customer cannot be ported) unless both the new (CLEC) and old (BA-MA) conditions are verified. The out-of-service condition on the customer's line prohibited this verification, thus the cut was rescheduled. This cable trouble was a BA-MA retail trouble, not a hot cut problem.

- BOSY9901756 – BA-MA has no record of any trouble reports on this line or of problems related to the hot cut, which may explain why this PON was not included in AT&T's response to Record Request No. 219.

- BOSY9901844 – BA-MA records indicate this hot cut was successfully completed on November 29, 1999. AT&T claims that the customer experienced a trouble on December 8, nine days after the completion of the port. Troubles reported on unbundled loops many days following the porting of a line are seldom related to the hot cut.

- BOSY9901860 – BA-MA records indicate that this hot cut was successfully completed on November 1, 1999. AT&T issued a trouble report on November 4. However, BA-MA did not find a trouble with its unbundled loop facilities.

- BOSY9901664 – BA-MA could not find a trouble in the AT&T-referenced time period. Upon follow-up with AT&T operations personnel, AT&T advised BA-MA that there was a problem with AT&T's equipment.

181. BA-MA's analysis of AT&T's hot cut trouble claims is significant because the second measure that the FCC relied upon in determining that BA-NY satisfied the checklist requirements was the C2C performance data showing "extremely low rates of installation troubles reported on the lines provisioned through Hot Cuts." (*FCC Approval Order* ¶ 300) In the case of BA-NY the trouble rate was less than

2% of the lines provisioned through hot cut loops. Again, the C2C performance results in Massachusetts are even better. Specifically, these results show that the installation troubles on hot cuts in Massachusetts are consistently below 1%. (Measurements Aff. Exhibit B1) In summary, though AT&T's claims do not stand up to scrutiny, the fact that it could only identify a relatively few number of issues is testament to both BA-MA's excellent hot cut performance and the maturation of hot cut partnerships in general. This is the result of not only BA-MA's hard work, but also the high level of cooperation between the companies involved with this process.

182. The only other CLEC to raise an issue concerning BA-MA's provision of hot cut loops was MCI.[18] Specifically, MCI argued that BA-MA was unable to perform hot cuts involving IDLC in an acceptable fashion. MCI produced no information to support its claims. The fact is that only 8.6% of hot cuts completed between November 1999 and February 2000 involved IDLC (174 of 2,006 total), with a 96.6% on-time performance rate. Of these, MCI accounted for only **

*** of which were completed on-time.

C. Hot Cut Process

183. Bell Atlantic uses the same methods and procedures in Massachusetts as it uses in New York to provide hot cuts. These were reviewed in great detail and found to be satisfactory by the New York PSC and KPMG in New York. The hot cut process is designed to move a loop that is in service from Bell Atlantic's switch to the CLEC's switch. Each hot cut is scheduled for completion during a specific

[18] Together, AT&T and MCI accounted for **(.)*** of the hot cuts completed by BA-MA

appointment window with the objective being that the customer will be out-of-service for no more than five minutes. The hot cut process includes a number of steps that BA-MA and the CLEC must take during the several days preceding the actual hot cut. These steps include pre-wiring a cross-connection from the CLEC's collocation arrangement to BA-MA's main distribution frame prior to the actual committed date and time of the migration or cut. During this phase of the process, BA-MA has also agreed to test for the CLEC's dial-tone because most CLECs do not have the ability to test their own circuits, a fact that greatly impacts the provisioning and maintenance processes. All of the steps involved in the hot cut process are set forth in BA-MA's response to Information Request DTE-NECTA 1-19.

184. Bell Atlantic is currently hosting a series of Industry Meetings to further improve the existing hot cut process. The goals for these meetings are to streamline the current procedures (*i.e.*, eliminate some of the manual steps) and to develop a methodology to complete hot cuts on a non-coordinated basis. Bell Atlantic, working with several CLECs, has developed a means to perform multiple hot cuts on a project basis. In fact, in New York, this enhanced process now accounts for the majority of lines that are migrated to UNE loops. This approach helps to eliminate numerous phone calls between BA-MA and the serving CLEC, and to ensure end user satisfaction. In addition, Bell Atlantic has developed a Web-based system to track and manage hot cut orders that virtually eliminates the need to place multiple phone calls between Bell Atlantic and the CLEC. This system,

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between July 1999 and February 2000.

which is believed to be the first of its kind in the industry, is in the process of being deployed throughout the CLEC community. Once implemented, it should revolutionize the way the CLECs and BA-MA interface with each other, thus helping to increase productivity for all companies.

185. As in Massachusetts, AT&T raised claims before the New York PSC and the FCC that Bell Atlantic was failing to adhere to the hot cut process. Among the claims that AT&T has repeated in this proceeding is its allegation that the Local Service Request Confirmations ("LSRCs") generated by Bell Atlantic do not contain the necessary cable and pair information. (AT&T (Meek) Aff. ¶¶ 28-31, Tr. 3380) At the Technical Sessions, BA-MA requested that AT&T provide data for the period August through November 1999, on LSRCs that it alleged did not include cable and pair assignments. AT&T failed to specify the LSRCs that allegedly had this field missing. (Record Request No. 220) Instead, AT&T suggested in its response that "it did not denote this failure to provide cable and pair assignments as a "miss"…"because the problem was so widespread that marking it on the spreadsheet [provided as an attachment to Record Response 219] would only serve to divert attention from the other problems that were being experienced."

186. BA-MA acknowledges that it may not have provided cable and pair assignments on every LSRC during that period. Nevertheless, AT&T's claims regarding the extent of the issue are unsubstantiated. More importantly, these claims are also outdated. AT&T itself acknowledged at the Technical Sessions that the requested information is already in AT&T's possession (Tr. 3985-87) and despite this fact Bell Atlantic had scheduled a system change to automatically populate the

requested data. This system change was implemented on December 18, 1999. (Tr. 3982-83) The cable and pair information is also readily available in DCAS, thus eliminating the need to have it on the LSRC. Cable and pair information will also be available in an Internet-based hot cut management system that is currently under development. It is also important to note that LSRCs are not unique to hot cuts, therefore they should not be considered solely in terms of this particular product.

187. As to claims raised by AT&T concerning alleged LSRC deficiencies, the available records enable BA-MA to report that only ** *** of AT&T's ** * claims (2.6% of ** *** orders) appear to be accurate. This result mirrors the New York experience, where the FCC specifically rejected this AT&T claim: "[w]e find that AT&T's claims of LSRC inaccuracy are largely overstated." (*FCC Approval Order* ¶ 305, n. 973)

188. AT&T also repeated in Massachusetts other alleged failures of BA-MA to adhere to certain hot cut process steps, claims that were soundly rejected in total by the FCC. These included an alleged failure to: (1) make a Due Date –2 ("DD –2") call to the CLEC where the CLEC had failed to establish dial tone; (2) make a pre-call to the CLEC to ensure that the CLEC and its customer were ready as scheduled (and did not want or need to reschedule or cancel the hot cut); and (3) make a call after the hot cut was complete so that the CLEC could test the cut-over for acceptance and initiate the number porting transfer through NPAC.

189. AT&T's biggest complaint appears to be that BA-MA fails to notify AT&T of AT&T's own dial-tone problem 48 hours prior to the hot cut. (AT&T (Meek)

Aff. ¶¶ 37-44; Tr. 4000) AT&T failed to mention – until questioned by Bell Atlantic's counsel – that AT&T had undertaken a joint test with Bell Atlantic which was intended to isolate the source of the dial-tone problems as well as to prove that Bell Atlantic was making the DD -2 calls. The test involved having BA-MA frame technicians call directly to AT&T's provisioning center to notify its personnel of a dial-tone issue. The results of the test proved beyond any doubt that AT&T itself was having difficulty in delivering its dial-tone to its collocation facility by DD -2. (Tr. 4001) In fact, due to the clarity of the findings, AT&T requested that the test, which originally was scheduled to last two weeks, end after only one week. The test also confirmed that BA-MA was following the agreed-upon procedures with respect to making the DD -2 calls. Since this study, BA-MA and AT&T have jointly developed means of exchanging daily hot cut information that is very helpful in ensuring the successful completion of hot cut orders. Even though this clearly is not an issue, if AT&T had the ability to test its circuits, BA-MA would not have to perform this function in the first place.[19]

190. AT&T also alleged that BA-MA was not making the "Go/No Go" calls or the "completion notification" calls. (AT&T (Meek) ¶¶ 45, 52) During discussions with AT&T's operations personnel, it became evident that the witness's claims regarding the "Go/No Go" calls hinged on the fact that they did not take place *exactly* 60 minutes prior to the cut. The "Go/No Go" call procedure does not state that these calls will be made *exactly* one hour prior to the cut, rather the practice states that the calls will be made *approximately* one hour prior to the appointed

[19] AT&T acknowledged at the Technical Sessions that it does not use test equipment in the provisioning process. (Tr. 3958-59)

time. (BA-MA's response to Information Request DTE-NECTA 1-19) This is precisely what BA-MA does.

191. Finally, with respect to AT&T's claim that BA-MA is not providing timely notice to AT&T that the hot cut has been completed, the AT&T operations team knows nothing about this issue. In fact, AT&T and Bell Atlantic have daily calls to exchange hot cut information and this issue has never been raised by AT&T personnel. In addition, the AT&T and Bell Atlantic provisioning teams regularly schedule meetings to review process changes and ways to improve the relationship between the two companies. The issue of allegedly "untimely" hot cut completion notifications *has never been raised* at any of the meetings.

D. xDSL Loops

192. BA-MA also provides three unbundled loop products that are specifically intended for use in the provision of a CLEC's xDSL services: 2-wire ADSL, 2-wire HDSL, and 4-wire HDSL loops. BA-MA filed a tariff offering for xDSL Qualified and Digital Designed Links ("DDL") for the Department's approval in Docket 98-57 on May 5, 2000. Pending approval of the tariff, BA-MA is making xDSL loop offerings available under interconnection agreements.

193. In first quarter 2000, BA-MA provisioned over 4,000 digital 2-wire loops (ADSL and ISDN) for 11 CLECs. This demonstrates BA-MA's capacity to handle commercial volumes of DSL loops.

E. xDSL Provisioning Process

194. Since xDSL-capable loops must meet specific technical criteria, they must first be "qualified" and then provisioned in a cooperative effort with CLECs. In addition,

once assigned for use, xDSL-capable loops are separately identified in BA-MA's inventory systems to facilitate trouble detection and isolation, and to ensure that their specific technical criteria are maintained during normal network maintenance and network upgrades. Bell Atlantic has developed and deployed a provisioning process specifically designed for xDSL loops. The process involves joint BA-MA/CLEC review of order status, joint testing of loops, and similar cooperative arrangements intended to avoid installation problems. The process is described in a document included as Exhibit F to this affidavit. That document was provided by Bell Atlantic to CLECs as part of the DSL collaborative process in New York. The document explains – as the CLECs, the New York PSC and the FCC agreed – why a different process was necessary to meet the technical requirements for xDSL UNE loops than the process that is used to provision non data-oriented "dial-tone" services for both CLEC and retail customers. (Exhibit F, pp. 2-4)

195. The cornerstone of this provisioning process is a joint CLEC/BA-MA turn-up and turnover procedure that has greatly reduced earlier instances of installation problems and technical failures. Indeed, even Covad – the most vocal critic of BA-MA's provisioning process at the Massachusetts Technical Sessions – has told BA-MA and the Department that problems with loop identification and tagging, for example, and with loops delivered to the wrong location are now a thing of the past. (Tr. 3182)

196. All of the xDSL procedures developed and used in New York have now been implemented in Massachusetts. Cooperative testing was initiated in

Massachusetts on September 15, 1999. The simplified central office wiring process and the sharing/exchange of data began in January 2000. In addition to joint processes, BA-MA has initiated a number of important changes in its internal processes to deal with the growing volume of CLEC xDSL orders. These include establishing a dedicated Loop Qualification work force to process all manual requests, implementing work load and force management processes, and introducing specialized training for all field technicians installing xDSL loops. The results of these process improvement efforts are shown in the dramatically improved measurement results.

197. CLECs that do not wish to participate in the joint turn-up and testing procedures are not required to comply with them. (Tr. 1821-22) However, COVAD, Northpoint, and Rhythms Links have adopted and implemented the joint testing procedures in the New York xDSL market, and the same CLECs have supported their implementation in Massachusetts. These CLECs have ** *** of the unbundled digital loop volume in New York and over ** ** of this market in Massachusetts. It is BA-MA's understanding that the companies who chose not to participate have based their decisions on their lack of their own test platform capability. It is expected that, as these CLECS grow, they also will want to participate in the testing process.

198. xDSL Service Measurements. The new cooperative test procedures have been in effect in Massachusetts since September, and other aspects of the revised processes were introduced in January. These new procedures were developed to improve the provisioning process and correct many of the problems in the early

stage of DSL provisioning. BA-MA's performance results show that these new procedures are working well.

199. Since Bell Atlantic does not have a retail product that is the equivalent of what CLECs currently purchase for DSL service, parity measurements are not available. Consequently, the New York PSC adopted fixed standards of performance rather than parity measurements. The measurements adopted are five new sub-metrics of PR-4 Missed Appointments (PR-4-14 through PR-4-18) of the C2C reports. The missed appointment performance standard adopted for C2C purposes is 5%.

200. Effective with the March 2000 C2C report, BA-MA is providing xDSL specific provisioning data, such as "% missed appointments" for 2-wire xDSL loops. A review of March C2C data shows that BA-MA is meeting the proposed on-time installation standard. Specifically, BA-MA recorded a 3.62% missed appointment rate for ADSL 2-wire and HDSL 2-wire loops. These are excellent results by any measurement standard and exceed the standard of acceptable performance set by the New York PSC.

201. In the absence of C2C data, digital loop data provided by the provisioning operations group is used below for a broader first quarter 2000 perspective, although the available data includes results for all five New England states. However, about 85% of the current New England digital loop volumes are for Massachusetts. The data is used by the Operations Centers to measure their performance in the provisioning process and is based on CLEC orders completed

by the centers. Use of this data for the January to March 2000 timeframe provides the most accurate available view of xDSL results.[20]

202. Results for on-time appointments in the first quarter of 2000 were in the 99-100% range for completed orders. Seventeen percent of the orders could not be completed for customer reasons and 14% could not be completed for facility reasons. It is appropriate to exclude "misses" due to customer reasons because this is a factor over which BA-MA has neither control nor influence. Usually this occurs in a "no access" situation where the CLEC has not arranged for BA-MA to get access to the CLEC's new customer. However, orders that are missed due to customer reasons are rescheduled, and BA-MA's performance in meeting the rescheduled due date *is scored* against the new due date. It also is appropriate to exclude from the appointment measurement orders that BA-MA cannot process within a standard interval because there are no facilities or because the loop serving the end-user customer must be conditioned. Here, BA-MA will do a transfer or clear a path if that work will result in a facility becoming available. Again, in these cases, the order is completed and included in the appointment measurement based on the new due date.

203. Several CLECs complained about BA-MA's service performance at the Technical Sessions. However, none provided supporting detail underlying their claims in their written comments. Accordingly, they were asked in Record Requests to provide data for the month of November 1999 to substantiate their claims. Only

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[20] Although the available data includes combined xDSL and ISDN volumes, about 80% of the digital loop volume is for xDSL loops.

Rhythms Links and Vitts responded by providing information on specific orders in sufficient detail to permit an investigation of their claims.

204. Covad provided no detailed order information whatsoever in response to Record Request No. 197. This is a critical deficiency in that earlier reviews of Covad data have shown that its claims often rested on data tracking errors and/or indefensible measurement methodologies. For example, when Covad revealed the data underlying its claims of missed appointments in the New York Section 271 process, approximately one-third of the test failures counted by Covad were for DSL loops that could not be installed because the Covad customer did not provide access to the premises or because the Covad customer cancelled the order when BA-NY arrived to install it. With respect to the Covad claims, the FCC rejected the inclusion of CLEC "customer no access" conditions as Bell Atlantic missed orders: "[w]e do not believe that it is appropriate to include legitimate "no access" situations in a measure of missed appointments." (*FCC Approval Order* ¶ 326) Another third of the loops that Covad reported as failures actually had test readings that met the testing criteria and should have been scored as passes. Thus, absent hard data to the contrary, Covad's tracking and/or reporting for the virtually identical claims it made in Massachusetts should be viewed with suspicion.

205. In addition, it was also clear that Covad based its claims in New York of average FOC delivery days, claims repeated in Massachusetts, on measurements made from the date of its first request, completely ignoring the fact that 25 percent of its requests had two or more corrections associated with them. Stated another way,

rather than measuring the interval for confirmations from the first date of an accurately submitted LSR, Covad measured the interval from the date of its initial erroneous request. The FCC also rejected this measurement of intervals:

> …Covad begins measuring the FOC interval the first time it submits an order, whereas Bell Atlantic calculates the interval from the time it receives an error-free order. See Covad Cutcher/McChesney/Clancy Decl. at para. 34. We believe it would be appropriate to measure FOC intervals from the time a valid order is placed. (*FCC Approval Order* ¶ 326 n. 1027)

The New York C2C proceeding has similarly rejected the Covad approach to the calculation of FOC and on-time service performance measurements.

206. Covad's errors in order tracking and measurements have continued into this year. For example, BA-MA reviewed ** *** orders identified by Covad for the period from January 31, 2000 to February 2, 2000, which it alleged resulted in "failed Covad truck rolls." BA-MA's analysis found that 80% of the orders ** ** were dispatched by Covad *after* BA-MA informed Covad that the orders had not been completed – primarily because of Covad customer "no access" or customer not ready conditions. No legitimate claim of a BA-MA performance failure can be made regarding these orders.

207. A specific data reconciliation conducted by the parties under the guidance of the Department bears out the quality of BA-MA's service provisioning for Covad. This Covad/BA-MA joint study looked at ** *** orders completed between February 7 and February 11, 2000. Here, Covad itself acknowledged that BA-MA had timely completed ** *** orders – 88%. Review of Covad's claimed BA-MA misses, moreover, showed that at least ** *** were incorrectly ascribed to BA-MA in Covad's record keeping. This raised the level of BA-MA's

timely provisioning to 92%. Covad acknowledged to the Department staff on a conference call on February 24, 2000, that BA-MA's service provisioning was in fact very good. An analysis of C2C data for Covad over the October 1999 to March 2000 time frame also indicates excellent on-time results. The percent missed appointments measurement has declined every month since October and was 3.9% in March 2000.

208. Covad also claimed that BA-MA technicians are not adequately trained and close out trouble tickets without fixing the problem. (Covad Aff. ¶ 47) BA-MA has instituted a cooperative testing process to help ensure that Covad accepts the resolution of a problem associated with one of its loops. BA-MA has also implemented specialized training for all technicians who work on xDSL loops. In many instances, although the CLEC is responsible for directing BA-MA to dispatch out or in on a UNE loop trouble, Covad does not direct BA-MA to the actual trouble point. This could result in an increase in Found OK ("FOK") or No Trouble Found ("NTF") reports. At times, the CLEC believes that the FOK/NTK is an indication that the BA-MA technician is closing out a report without fixing the problem, when it actually reflects the CLEC's failure to isolate the trouble. BA-MA is working with the CLECs to help improve their trouble isolation procedure and analysis of NTF conditions.

209. Since the introduction of the improved DSL Provisioning Process discussed above, disagreement at the operations level has essentially been eliminated. BA-MA is confident that it has resolved those xDSL provisioning problems that some CLECs may have experienced during the start-up phase. As shown in the C2C

metric results, BA-MA's current performance is far better today than it was in October or November and is expected to continue to meet or exceed requirements.

210. Vitts provided in its response to Record Request No. 199 a list of ** *** orders it claimed BA-MA missed in October and November 1999. BA-MA's investigation of these orders reveals the following. ** *** orders (30%) were in fact completed on time and thus were not missed by BA-MA. BA-MA's records also show that the average delay days on the orders Vitts believes were missed was 26 days rather than the 45 days indicated by Vitts in its response.[21] The orders submitted for review seemed to be a conglomerate of various types of orders including DS-1s over an unidentified period. In November 1999, Vitts had a total of ** *** orders for UNE Loops and ** *** (86%) of those orders were completed on time. BA-MA also reviewed C2C data for Vitts for the period October 1999 to March 2000. Percent missed appointments averaged 5.8% **

*** over the six month period. By March 2000, BA-MA's missed appointment rate for Vitts orders had improved to 2.44%. It should be noted that Vitts does not utilize the cooperative testing and turn-up process.

211. Because of the age of the orders identified in the Rhythms Links and Vitts responses, the transactional data needed for BA-MA to fully investigate these orders is no longer available in Bell Atlantic's databases. However, BA-MA has completed an analysis of Rhythms Links' missed appointments (BA-Dispatch) for

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[21] BA-MA admits that in aggregate the average delay days for complex services in November was considerably longer than in prior months – at 15.8 days. Average delay days for complex services in first quarter 2000 have declined significantly, however, from the November and December 1999 results. The average delay days for x-DSL loops in March 2000, for example, was only 4.7

complex services (PR-4-04) using C2C data for the period October 1999 to March 2000. In November, the month for which data was requested of Rhythms Links in the Record Request No. 198, BA-MA missed 13.16% of Rhythms Links complex order appointments requiring BA-MA dispatch. As noted earlier, BA-MA has since instituted new provisioning procedures that have enabled BA-MA to significantly reduce the percent of missed appointments. Specifically, the percent of missed appointments dropped from 21.43% in October 1999 to 4.73% in March 2000. This improvement has occurred as the order volume has increased **

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212. Loop Qualification. BA-MA is also providing CLECs with information about DSL-capable loops in BA-MA's network. BA-MA is currently testing its loop inventory, on an office-by-office basis, to identify the loops that are ADSL-capable. By the end of the first quarter of 2000, the loop qualification inventory had been completed in 93% of BA-MA's central offices with collocation or subject to pending collocation orders.

213. As this loop qualification information is collected, it is provided to CLECs and BA-MA's retail marketing organization at the same time on a non-discriminatory basis. CLECs can access this information via the WEB GUI or the EDI application-to-application interfaces. On request, BA-MA will also examine individual loops in offices that have not yet been tested to determine whether they are xDSL-capable. This process provides CLECs with the same information as is ordinarily available through the mechanized loop qualification process. In

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days.

addition, CLECs receive information such as loop length that BA-MA's retail operation does not receive.

214. BA-MA is providing CLECs with additional loop information on a timely basis. CLECs can submit an order for a Manual Loop Qualification or for an Engineering Query, each of which provides different levels of information beyond that available in the loop qualification database. BA-MA provides Manual Loop Qualification information (which includes the presence/absence of load coils and digital loop carrier) within 48 hours of receiving a request. BA-MA's on-time performance for manual loop qualification in the first Quarter 2000 was 92%. An Engineering Query can provide the physical loop length; the number and location of load coils; the length and location of bridged taps; the gauge of the wire, the gauge changes; and the presence of digital loop carrier. Almost all of this data must be obtained and verified utilizing paper plat records. BA-MA provides this information within 72 hours. If BA-MA's retail sales representatives ever wanted this information, they would obtain it in the same manner as CLECs do today.

215. Database access requirements. The existing mechanized and manual loop qualification processes BA-MA offers CLECs have been designed to comply with the information requirements of the FCC's *UNE Remand Order*. Indeed, CLECs acknowledge they can get all of the information that they require through the existing processes BA-MA offers. (Tr. 1855) Nevertheless, Bell Atlantic is working with the CLECs through the New York DSL collaborative process to enhance database access for the Loop Qualification process. Even though loop makeup information is posted in the Facility Assignment Control System

("FACS") for only 10% of the terminal locations in Massachusetts, CLECs indicate they would prefer an automated process for obtaining this additional loop makeup information. This information is currently available only through the Manual Loop Qualification or Engineering Query processes. In other cases, a manual effort is required to trace the cable and pair on paper records and to record the data required. A sub-committee of the New York DSL collaborative has been investigating various possibilities, including the costs for providing loop makeup information (to the extent such information is available in FACS) through a mechanized system. It is expected that this issue will be resolved through the collaborative process.

216. Loop Conditioning. For loops that are not initially xDSL-capable, BA-MA will condition them on request. Conditions that render a loop xDSL-incapable include the presence of load coils, bridged taps, Digital Added Main Lines ("DAMLs"), repeaters, or Digital Loop Carrier ("DLC") systems. These devices or technologies allow analog POTS signals to be transmitted over the loop in question but are not compatible with most xDSL technologies.

217. To facilitate the loop-conditioning process, BA-MA has recently filed with the Department in DTE MA No. 17 a new loop offering called Digital Designed Links, which includes standardized terms and options for conditioning loops and obtaining loop extensions and related services. BA-MA's Digital Designed Link offering, which is also offered in CLEC interconnection agreements, includes standard pricing terms that enable CLECs to order the removal of bridged tap or load coils on copper loops or to request the addition of electronics that extend the

effective range of ISDN/IDSL equipment on longer loops. In addition, if a customer is currently served on a loop that includes fiber, BA-MA will move the customer to available alternative copper facilities.

218. Covad claims that Bell Atlantic discriminates against CLECs by assessing non-recurring charges to condition long loops for xDSL while offering similar services to its own customers without additional charge. (Covad Aff. ¶ 20) Covad's claim is simply not correct. Covad is mixing apples and oranges. BA-MA uses long loops equipped with fiber optics and digital loop carrier ("DLC") to provide ISDN service – not xDSL services – to its retail customers. Loops capable of providing ISDN are available to Covad on an unbundled basis, and Covad admits that these loops could be used to provide its xDSL service. (Covad Aff. ¶ 16) However, Covad does not want these loops. Instead, Covad wants BA-MA to condition long copper loops for xDSL service by removing load coils and bridged taps and by adding repeaters, and to perform this work without charge. In short, Covad wants a different type of loop than BA-MA uses to provide its ISDN service and wants BA-MA to condition those loops for free.

F. Rhythms Links' Request for xDSL Collaborative Sessions

219. On January 18, 2000, Rhythms Links requested that the Department hold collaborative sessions between BA-MA and CLECs to address issues related to DSL provisioning. MCI and Vitts filed comments supporting Rhythms Link's proposal.

220. Rhythms Links suggests a collaborative is needed in Massachusetts to cover technical and operational issues associated with the DSL services market.

Rhythms Links identifies in its petition the following issues that it believes should be addressed in Massachusetts collaborative sessions: (a) xDSL capable loops unrestricted by length; (b) line sharing; (c) sufficient loop make-up information; (d) loop testing; (e) timely and accurate provisioning; (f) automated pre-ordering and ordering; and (g) various collocation arrangements. In support of its petition Rhythms Links points to the FCC's support of the concept of collaborative sessions. MCI in its comments notes that Bell Atlantic has declined to commit to use in Massachusetts the practices and policies adopted in the New York collaborative. (MCIWorldCom letter dated February 3, 2000 filed in D.T.E. 99-271) Finally, Vitts suggests that a collaborative is needed for the benefit of carriers operating in Massachusetts that do not participate in the New York collaborative sessions. (Vitts Networks letter dated February 10, 2000, filed in D.T.E. 99-271)

221. BA-MA agrees with Rhythms Links, MCI and Vitts that the Bell Atlantic-CLEC New York collaborative sessions have served a very useful purpose and resolved a wide range of important technical and operational issues associated with the roll-out of xDSL services. BA-MA opposes Rhythms Links' petition, however, because it would require parties to participate in unnecessary, redundant DSL collaborative sessions in Massachusetts. Indeed, Rhythms Links itself has been a very active participant in the New York collaborative sessions. Additionally, any state-specific DSL collaborative only raises the possibility of inconsistent processes, which could impede the efficient deployment of xDSL services.

222. Most carriers – Data LECs (DLEC) and Bell Atlantic alike – want to establish the same processes throughout the entire Bell Atlantic footprint. It would serve no useful purpose to conduct multiple collaborative processes on a state-by-state basis because the issues, operational factors, and process changes will be the same for all Bell Atlantic states. Moreover, most of the technical and operational issues that Rhythms Links identified in January have now been resolved through the DSL collaborative sessions conducted in New York. Of the seven issues listed in Rhythms Links' petition, all of them have been or are being addressed in the New York DSL collaborative sessions.

223. Contrary to MCI's claim, Bell Atlantic has stated that it will adopt in Massachusetts the same operating policies and procedures determined in the New York DSL collaborative sessions. In fact, in response to a question posed at a New York collaborative session on February 16, 2000, Bell Atlantic provided the following written response, which was e-mailed to collaborative participants including MCI and Rhythms Links on February 18, 2000:

> Question: "What is the applicability of the DSL Collaborative here in NY to DSL provisioning in other jurisdictions?"
>
> Answer: "BA will be using all of the basic ordering, provisioning, and maintenance procedures and process improvements stemming from this Collaborative in other states. (BA does reserve the right to make minor changes if small "idiosyncratic" systems, methods, labor contract rules, etc. require that in other states, however our intention is to use these collaborative procedures wherever possible.) However, BA cannot commit to using any prices, policy rulings, or "legal-type" terms and conditions in other states. (While some of those may be acceptable we need to review them first, as do the various other state commissions and other interested parties in those states.)"

224. In summary, all of the issues identified by Rhythms links in its petition to establish a DSL Collaborative in Massachusetts are addressed in this Affidavit and in the accompanying Bell Atlantic DSL Plan. (Exhibit F). These issues also are being fully addressed in the existing DSL collaborative process in New York, as well as in CLEC-specific interconnection agreement negotiations. These issues also may be addressed in the Department's review of BA-MA's proposed xDSL and line sharing tariff offering in Docket No. 98-75, Phase II. The need for redundant collaborative sessions in Massachusetts on these subjects has been superseded by the progress that has been, or is being, made in these forums.

G. Line Sharing

225. BA-MA filed terms and conditions to provide unbundled line sharing under DTE MA No. 17 on May 5, 2000, for implementation on June 6, 2000. The filing was designed to comply with the FCC's requirements in the *Advanced Services Order*. Bell Atlantic also has signed multi-state Line Sharing interconnection agreements with Covad and Rhythms Links. The rates included in these agreements are considered interim and subject to retroactive adjustment, if necessary, when the Department approves permanent rates.

226. BA-MA is working with CLECs through the New York DSL Collaborative process to develop and test provisioning and maintenance processes prior to a full product rollout. A pilot is underway in six central offices in New York, with Northpoint, Rhythms Links, and Covad. A final report of the pilot results is due to the New York PSC administrative law judge overseeing the collaborative on June 7, 2000. Bell Atlantic is also working with CLECs operating in

Massachusetts to establish installation schedules for specific central offices requested by them. Central offices with multiple CLEC requests and high volumes are being given priority for completion. Pilot test findings are being incorporated into our methods and procedures to ensure a smooth line sharing product offering. Additionally, BA-MA is project managing/expediting requests for collocation that were received by April 15th in order to facilitate the availability of line sharing service beginning June 6th.

H. Loops Served by IDLC Systems

227. MCI has raised in Massachusetts the identical claims that it made unsuccessfully during the New York Section 271 review process concerning the technical feasibility of unbundling loops served by IDLC at the DS-1 level (individual analog end user loops handed off to a CLEC over a DS-1 interface) and that BA-MA is wrongfully refusing to provide such loops to the CLECs. (MCI Aff. ¶ 53) The MCI affidavit[22] misconstrues Bell Atlantic's position, offers an array of misleading and unsound "technical claims," and ends in a misrepresentation concerning BA-MA's willingness to address this issue with MCI. There continues to be no merit to these claims.

228. As MCI well knows, every unbundled loop type has a unique set of technical specifications defined in Bell Atlantic's Technical Reference Publications. In addition to the number of technical parameters, the Unbundled Loop Technical Reference defines the physical interfaces of each loop type at the BA-MA central office and at the customer premises. None of these individual analog loop

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22 References to MCI Affidavit are contained in the Joint Declaration of Annette Guargiglia, Karen

physical interfaces provide for a DS-1 connection because, contrary to MCI's claim, it is not technically feasible with the interfaces and equipment that now exist to handoff a DS-1 interface containing individual end-user unbundled loops from BA-MA's IDLC systems at its central office to CLECs. To do so, BA-MA would have to develop a new type of UNE loop and/or new UNE combinations with DS-1 interfaces that currently *do not exist*. MCI conceded that not a single ILEC provides such an interface today. (Tr. 3219-28)

229. The flaws with MCI claims are almost too numerous to recount. First, Bell Atlantic has never conceded that it is technically feasible to unbundle loops served by IDLC. Notwithstanding MCI's testimony to the contrary (Tr. 3219), on November 23, 1999, BA-NY filed (in Docket 95-C-0657) a report entitled, "The Feasibility of Alternative Means for Implementing Central Office Cross-Connections," which clearly states that it is not currently technically feasible for unbundled loops to be handed off as a single multiplexed DS-1. BA-NY stated:

> a single voice grade (analog) or DS0 (digital) loop within a digital loop carrier system cannot be isolated and handed off separately in digital format to an external interface. … A single loop can be handled and routed in isolation only when it is moved off of the digital loop carrier system by being demodulated, demultiplexed, and delivered to an analog termination at the COT. (Report at 9)

230. In addition, citing BA-MA's responses to Information Requests DTE-MCIW 2-27 and 2-28, MCI argues that BA-MA has provided only operational, not technical reasons, why it cannot provide CLECs with end user loops served by IDLC. (MCI Aff. ¶ 52) This is also not correct. In those responses, BA-MA provided a

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Kinard, Sherry Lichtenberg and Arlene Ryan.

listing of unresolved industry technical, as well as operational, issues associated with implementing DS-1 (GR-303 IDLC) interfaces in an unbundled multi-carrier arrangement. Moreover, neither Bell Atlantic nor – more importantly – the FCC agree with MCI's attempt to draw an artificial distinction that technical impediments are "a matter of technical feasibility" while operational impediments are not. The FCC clearly states: "[w]e conclude that the term 'technically feasible' refers solely to *technical or operational concerns*, rather than economic, space, or site considerations." (*FCC First Report and Order*, CC Docket No. 96-98, at ¶ 198) (BA-MA response to Information Request DTE-MCIW 2-28)

231. Second, MCI claims that BA-MA's policy of transferring a customer's service from IDLC to alternate spare facilities – either a loop served by Universal Digital Loop Carrier ("UDLC") or copper pairs – when a customer migrates to a competitor is highly discriminatory and anticompetitive. (MCI Aff. ¶ 57) That too is not correct. First, BA-MA's practice of provisioning unbundled loops over copper or UDLC facilities is exactly the same as in BA-NY. MCI raised the same argument in BA-NY's Section 271 proceeding before the New York PSC. Notwithstanding this claim, the New York PSC determined that BA-NY provides unbundled loops on a non-discriminatory basis. The FCC reached the same decision in its review of BA-NY's Section 271 application. (FCC *NY Approval Order* at ¶ 273) At the Technical Sessions, MCI merely reiterated for the Department the arguments it earlier and unsuccessfully advanced in New York.

232. Also, contrary to MCI's claim (MCI Aff. ¶ 62, n. 1), BA-MA makes available some type of non-integrated loop facility, either copper or UDLC, at all locations

where IDLC is deployed. (BA-MA response to Information Requests DTE-MCIW 2-22 and 2-23; Tr. 1680-81) Indeed, BA-MA's current policies for the design of its network eliminate the chance of locations being served only by IDLC loop facilities. (Tr. 1609) Specifically, BA-MA's outside plant engineering guidelines specify that when new facilities are constructed: "UDLC is deployed where the type of services to be provided by the system cannot be integrated, such as non-switched services and unbundled loops." This same practice requires BA-MA to take steps to ensure that "No RT [remote terminal] site should be entirely integrated."

233. Furthermore, BA-MA is unaware of any instance in Massachusetts where it has provided MCI with a price quote to construct alternate facilities where a loop was served by IDLC and no alternate facilities existed. MCI's unspecific notation to the contrary in its affidavit (MCI Aff. ¶ 42, n. 17) may be referring to an IDLC situation in Southboro, Massachusetts where BA-MA did not have spare UDLC capacity to immediately process an MCI order. BA-MA informed MCI that additional UDLC capacity would need to be deployed and that no special construction charges would apply. BA-MA also informed MCI that the estimated time to complete the UDLC capacity addition would be thirty days. BA-MA proceeded to augment this site with additional UDLC capacity.

234. Third, MCI claims that copper and UDLC loops are "vastly inferior to the loops" (IDLC loops) that BA-MA currently uses to serve some of its own customers. (MCI Aff. ¶ 43) This is simply factually incorrect. Approximately 87% of BA-MA's customers are currently served by copper loops and UDLC loops. The

claim is also technically incorrect. MCI fails to mention that BA-MA's "superior" IDLC loops are constructed with up to 12,000 feet of copper loop (distribution cable) connecting the DLC remote terminal system to the end user premises. MCI's claim is further undermined by the fact that the inferior copper loops about which MCI complains are the same copper loops that other CLECs, such as Rhythms Links and Covad, are demanding that BA-MA provide because they can support advanced high speed data services, such as ADSL.

235. Fourth, MCI claims that BA-MA's substitution of either copper pairs or UDLC for IDLC results in degraded transmission performance. (MCI Aff. ¶¶ 45-46) This is simply not true. The transmission characteristics of loops are variable. These variations exist for BA-MA's retail as well as wholesale customers. BA-MA's 2-wire unbundled loops used for voice services meet or exceed the transmission specifications contained in BA-MA's unbundled loop technical references -- independent of the transmission technology used on the loop.

236. There is no basis for MCI's claim that BA-MA "downgrades" service to an end user by placing the customer on UDLC. (MCI Aff. ¶ 50) The number and type of connections from the customer's serving central office switch throughout the rest of the network, as well as the end user's CPE (modem equipment) and the equipment and connections used by Information Service Providers, all impact the critical transmission performance factors for data modem performance over the public switched network. Network engineers know that call-by-call variations in data transmission over the public switched network is the norm. Thus, depending upon all the network variables applicable to a given end-to-end connection, a call

can experience better transmission performance over a connection whether the customer is serviced over a copper loop, an IDLC loop, or a UDLC loop.

237. Significantly, it is precisely because of these technical variations in transmission that the loop performance specifications contained in Bell Atlantic's Unbundled Loop technical references cover an operational range. Any loop operating within its designed range – independent of the type(s) of technology it is built with – provides service to end users conforming to the relevant industry standards of performance. Transmission variations also occur between different DLC manufacturer's equipment, and between different models of equipment from the same vendor. Transmission variations also apply in end-to-end connections between other types of digital equipment technology such as multiplexers, fiber optic terminals, and digital cross-connect machines. These considerations are a major reason why BA-MA cannot guarantee specific levels of data modem throughput either for its retail POTS end users or for wholesale analog unbundled loops.

238. Fifth, MCI makes a host of other statements that are either technically incorrect or extremely misleading:

- MCI states that older versions of IDLC (*i.e.*, with the TR-008 interface) can be outfitted with the GR-303 functionality for multi-hosting. (MCI Aff. ¶ 56) This is not correct. BA-MA's "older" IDLC using SLC-96, SLC series 5, and DMS-1 Urban equipment cannot be equipped for multi-hosting. Even new DLC systems deployed by BA-MA cannot be used for multi-hosting when shared between different local exchange carriers.

- MCI claims that customers "downgraded" to UDLC facilities will be unable to utilize DSL services. (MCI Aff. ¶51). What MCI fails to mention is that high speed DSL services cannot currently be provisioned over BA-MA's IDLC. The only relevant fact is that it

appears likely that certain versions of DLC systems (which support both UDLC and IDLC modes of operation in the same remote terminal) may be able to be modified in the future to provide high speed DSL services. At this time, however, if the loop is not on copper – the very loops that MCI claims are technically inferior – neither BA-MA nor the CLECs are able to use the loop for ADSL service. Furthermore, MCI's claim that UDLC is incapable of supporting DSL services conflicts with its own white paper entitled *ADSL with Digital Loop Carriers (May 1999)*, provided in its response to Record Request No. 201. At page 6 of that report, MCI claims the embedded base of DLCs "can, however, be retrofitted (even the older Universal DLCs) to handle ADSL signals."

- MCI incorrectly states that UDLC is an outdated version of DLC. (MCI Aff. ¶ 48) As described in BA-MA's engineering guidelines, BA-MA will *continue to deploy* modern versions of DLC Equipment (such as Litespan 2000) equipped in both universal and integrated configurations. UDLC will continue as the serving arrangement of choice for designed special services that cannot be integrated into BA-MA's switches. BA-MA is not deploying IDLC to replace UDLC. Rather, both of these loop technologies are being deployed concurrently and will coexist.

239. Finally, MCI misrepresents the facts by stating that BA-MA refused to agree to a loop provisioning collaborative to address technical and operational issues associated with providing unbundled loops served by IDLC. (MCI Aff. ¶ 52) As noted in BA-MA's response to Information Request DTE-MCIW 2-27, Bell Atlantic met with MCI on these general issues in New York on September 9, 1999. At that meeting, Bell Atlantic agreed to proceed with further analysis of MCI's conceptual "IDLC unbundling" proposals (in lieu of a formal BFR) provided that MCI would address specific questions that would more accurately define its request. As agreed, on September 20, 1999, Bell Atlantic submitted those questions to MCI. More than two months later, MCI provided partial-answers to a portion of the questions. Nevertheless, Bell Atlantic followed up on MCI's reply in December 1999, by reforming its request (to add further

explanations and comments to assist MCI in its response) to MCI to provide detailed answers to many of the original questions, in order to allow BA-MA to evaluate the technical arrangements proposed by MCI. BA-MA has not received a detailed response from MCI to these specific questions. (Exhibit G, containing documents relating to Bell Atlantic's and MCI's joint efforts to address IDLC loop issues)[23]

240. Turning next to a different but related claim, MCI maintains that BA-MA's treatment of loops served by Optical Remote Modules ("ORMs") is anticompetitive. (MCI Aff. ¶¶ 63-64) An Optical Remote Module is a type of remote switching unit connected via fiber optic facilities to a larger "host" switch. The ORM typically relies in part on the host switch for call control. During the late 1980's through the early 1990's, BA-MA deployed optical remotes in the outside plant portion of its network (in lieu of digital loop carrier) at locations where large volumes of loop capacity were required.

241. The last ORM deployed in BA-MA's network was installed nearly four years ago. Generally, BA-MA no longer deploys new ORMs in its outside plant ("field") network. Only 1.2% of BA-MA's working loops are served by ORMs. (Information Request DTE-MCIW 2-34) Thus, MCI's "issue" does not affect access to 98.8% of BA-MA's loops. And, because BA-MA has essentially eliminated further deployment of ORMs in its outside plant network, the percentage of ORM-served loops will decrease over time. As with DLC, it is not

[23] Notwithstanding its testimony here, MCI refers to this joint process as "our collaboration" in its letter dated November 29, 1999. Furthermore, in the same letter, MCI admits that it is not aware of any ILEC that currently has the Multi-Switch Hosting/GR303 Interface and/or Digital Cross-Connect/DS1 Handoff in commercial operation today.

technically feasible to unbundle loops served by field deployed ORMs. Instead, BA-MA will transfer the customer to alternate spare facilities, *i.e.*, UDLC or copper facilities. Where alternate facilities are not available, BA-MA will undertake special construction to provision such facilities as provided through its interconnection agreements.

242. As with IDLC, MCI claims that CLEC customers will experience a serious degradation in service when moved from ORM facilities to UDLC or copper pairs. (MCI Aff. ¶ 64) This is simply not true, for the same reasons noted earlier concerning loops served on IDLC. Again, the number and type of connections from the customer's serving central office switch throughout the rest of the network, as well as the end user's CPE (modem equipment) and the ISP's type(s) of CPE and connections, all impact the critical transmission performance factors for data modems operating over the voice telephone network.

243. MCI also incorrectly claims that BA-MA offered MCI only exorbitant special construction charges on a per-month, per-unbundled loop basis at two ORM locations where alternate facilities were not available. (MCI Aff. ¶ 66) MCI misunderstood the price quote; the charge quoted *was not per loop*, but rather for a capacity of 96 loops at each location.

244. In addition, as an alternative to special construction, MCI can use BA-MA's UNE-P service offering as a timely solution to provision service to customers currently served by ORMs where alternate spare facilities are not available. BA-MA has informed MCI that it would provide UNE-P in these circumstances. However, MCI stated that it would pay only the unbundled loop prices for the

UNE-P arrangement. (MCI Aff. ¶ 68) For these situations, BA-MA now offers two more alternatives that CLECs may use. Pursuant to the FCC's *UNE Remand Order*, BA-MA will also allow CLECs to interconnect through the Feeder Distribution Interface (to access UNE subloops for end users served by ORMs), or to collocate at ORM locations where space is available.

245. Finally, MCI claims that BA-MA has refused CLEC requests to provision loops served by field-deployed ORMs via an EEL arrangement without explanation. (MCI Aff. ¶ 68) There is, in fact, a perfectly valid explanation – BA-MA is already providing MCI a host of alternatives for a rare situation, and there is no reason to require BA-MA to support yet another solution that MCI may never use. Given the breadth and scope of the alternative arrangements BA-MA is making available to enable a CLEC to serve the relatively few customers that are served by ORMs (*e.g.*, use of alternative spare copper or UDLC, UNE-P arrangements, collocation, special construction arrangements, or access to subloops in locations without spare facilities), an EEL arrangement does not appear necessary or relevant.

I. Maintenance and Repair

246. The FCC reviewed Bell Atlantic's performance regarding the maintenance and repair of unbundled loops in New York. (*FCC Approval Order* ¶ ¶ 310-14) The review focused on the performance results for Missed Repair Appointments and repair intervals compared to comparable retail services. Although the data showed that Bell Atlantic did not perform some loop maintenance and repair functions for CLECs as quickly as it performs them for retail customers, the FCC

observed that "we do not consider these slight differences to be competitively significant." (*FCC Approval Order* ¶ 310)

247. There has been little maintenance activity for UNE-P arrangements, but BA-MA would expect performance similar to that of Resale services, which are particularly strong in Massachusetts. Network Trouble Report Rates for Resale are lower than for retail, while trouble cycle times (*e.g.*, Mean Time-To-Repair ("MTTR") and Out-Of-Service ("OSS") over 24 hours performance) are consistently better. Although the missed repair appointment rate for Resale is sometimes higher than for retail, this is a function of differences in product mix rather than a disparity in performance. The retail mix is approximately 80% residence / 20% business, while the Resale mix is about 20% residence / 80% business. As evidenced by the following chart, the service levels are comparable between retail and Resale when the results are compared on a residence-to-residence or business-to-business basis.

	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00
Retail Residence	14.6%	13.2%	12.0%	9.8%	8.1%	8.6%	8.7%	10.4%
Resale Residence	13.6%	13.4%	11.5%	10.0%	10.8%	11.6%	8.7%	8.8%
Retail Business	25.0%	18.6%	21.2%	15.8%	13.4%	15.1%	13.6%	16.2%
Resale Business	21.9%	13.7%	16.4%	12.3%	9.6%	9.7%	9.5%	13.4%

248. Maintenance results reported in the C2C reports for the period July 1999 through February 2000 for stand-alone UNE POTS loops are mixed. Network Trouble Report rates for UNE POTS loops shown on the 1999 C2C reports generally are higher than for retail. However, both the retail and UNE results are very good when compared to the Department's Service Quality Index ("SQI") measurements. The difference between UNE and retail results is also a function

of differences in the product mix (*i.e.*, UNE POTS measurements included results for Complex services prior to March 2000, whereas retail does not).

249. Missed repair appointment and cycle time (MTTR, OOS>24) results for UNE POTS loops reported in the C2C tend to be somewhat less favorable than retail results. A number of measurement and operational factors appear to be contributing to the less favorable UNE maintenance C2C results. First, UNE loop trouble report volumes are relatively small (only about 200 per month in the first quarter 2000, less in 1999), thus rendering them susceptible to wide variations in reported performance results. Second, as mentioned earlier, through February 2000, BA-MA's C2C reports included Complex digital loops, such as unbundled xDSL and ISDN loops, in the maintenance results for POTS UNEs. Beginning with the March 2000 C2C report, maintenance results for complex loops will be separately reported and thus, will be excluded from the POTS maintenance results.

250. BA-MA's preliminary C2C data for March indicates that POTS maintenance results (reported in the C2C reports) will show noticeable improvement over prior month reports. For example, the preliminary data indicates that the Network Trouble Report Rate for loops in March 2000 should be approximately 0.54%. This is significantly better than the results reported in the C2C reports for the period July 1999 through February 2000, which averaged 1.40%. Moreover, a Network Trouble Report Rate for loops of 0.54% is less than half the comparable Network Trouble Report Rate for retail POTS services (1.11%). Similarly, although the results are not as yet as low as the retail figures, BA-MA's missed

appointment rate for loops in March should be approximately 19.00% which is significantly lower than the report rates for prior months. As discussed in the following paragraphs, at least two types of operational difficulties have contributed to the less favorable UNE maintenance results.

251. One of the most significant underlying factors driving Missed Repair Appointment and cycle time performance (MTTR and OOS >24 measurements) for UNE loops is the inability of most CLECs to test loops and provide necessary direction and test information to the BA-MA technician to effect expeditious repairs. UNE loops are part of the CLEC's facilities-based provision of service. The CLEC is responsible for testing its UNE loops and for providing information from its test results to Bell Atlantic's Regional CLEC Maintenance Center ("RCMC") as to the location and type of trouble it is reporting. This process is similar to the manner in which BA-MA's retail organization provides test information (for its own retail services) to the BA-MA maintenance center for its retail services.

252. However, the failure of CLECs to isolate troubles on UNE loops results in at least two situations that adversely impact the measurement of BA-MA's measured Maintenance and Repair performance. Misdirected trouble reports to BA-MA from CLECs frequently require multiple dispatches. For example, a CLEC may report to BA-MA that the trouble is in BA-MA's central office and direct a BA-MA technician to the office. If the CLEC's direction is in error, BA-MA would then be directed to its outside plant to find the trouble. In these circumstances, the initial dispatch typically uses up most of the appointed-time interval. Therefore,

once the actual trouble location is identified by BA-MA and addressed (typically by a second technician at a different location), a Missed Repair Appointment (Central Office and Loop) and a longer MTTR and associated OOS duration time are experienced for the UNE. Further, even when appropriately dispatched by a CLEC, BA-MA technicians experience greater difficulty in locating, diagnosing, and repairing CLEC-reported troubles because they lack the information that is generally available to them on retail troubles (*e.g.*, tracking and repairing a metallic fault [grounds and shorts] is a very different repair procedure than clearing an open circuit). This also could result in a longer trouble duration interval.

253. For the UNE maintenance process and performance results to be considered truly in parity with BA-MA retail, it is imperative that the CLECs develop a means of isolating troubles on UNE loops where BA-MA has no ability to test.[24] Moreover, from January to March 2000, approximately 50% of all reported CLEC troubles were closed as "no trouble found" or "NTF". This means that BA-MA technicians were dispatched unnecessarily. These unnecessary dispatches divert

[24] At the Technical Sessions, AT&T witness Mr. Meek stated, "[w]e have Harris [test equipment] deployed in some cases, but it's not deployed sufficiently for us to use it in the provisioning process. It's being used in maintenance, but not in provisioning." (Tr. 3958-59) In its response to Record Request No. 288 requesting information for the period August – November 1999, concerning how often Harris test equipment was available and how often it was used, AT&T replied: "Although AT&T does use Harris test equipment, it does not have any system for tracking the information requested." AT&T offers no specific evidence, therefore, indicating that it in fact utilizes Harris test equipment to isolate a trouble prior to reporting the same to BA-MA. Nor, does AT&T offer evidence indicating it has methods and procedures in place that provide for the testing of loops prior to reporting a trouble. The best BA-MA can conclude from the sketchy information presented by AT&T at the Technical Sessions and in its record response is that, on some occasions, AT&T might use test equipment to test a loop prior to reporting the trouble to BA-MA. As discussed above, the failure of AT&T and other CLECs to routinely isolate and identify UNE loop troubles (and then convey this information to BA-MA when reporting a trouble) adversely affects BA-MA's UNE maintenance and repair performance.

BA-MA technicians from the clearance of legitimate troubles, thus further diminishing the effectiveness and efficiency of the repair process.

254. BA-MA has identified and resolved other operational issues that were contributing to less favorable UNE maintenance results and, in particular, to the Missed Repair Appointment results it has reported. Specifically, Bell Atlantic's administrative process inadvertently added time to the trouble ticket after the BA-MA technician had in fact restored service to the end user, thus, greatly overstating the Missed Repair Appointment rate, MTTR and OOS measurements for POTS loops. This problem has been corrected. BA-MA also identified procedural differences in appointment offerings that have since been addressed. For example, BA-MA has now adjusted the repair interval offerings between CLEC customers and BA-MA retail customers so that UNE repair interval will more closely approximate the retail interval for repair. This should help address the Missed Repair Appointment and cycle time differentials currently shown for UNE POTS loops.

255. Service Level – Access RCMC. The absence of CLEC capabilities to test UNE loops also has a direct affect on the volume of calls placed by CLECs to Bell Atlantic's RCMC. It is not unusual for the RCMC to receive multiple calls from CLECs on the same trouble (*e.g.*, an initial call to report a "Dispatch-in" trouble followed by a call to "Dispatch-out", when no trouble is found on the initial call). The RCMC also fields a substantial proportion – as great as 50% some months – of calls merely requesting trouble report status and other such inquiries, which should be queried electronically via RETAS. Repair call volumes, of course, also

correlate to in-service UNE and Resale volumes which, as discussed above, have been steadily increasing.

256. In an attempt to maximize resources dedicated to increasing UNE provisioning volumes, specifically hot cuts, Bell Atlantic consolidated the call-receipt function for CLEC repair for the entire region into a single center in June of 1999. In August 1999, additional employees designated for this center came out of training and began to take calls. Thereafter, the results for the period from October 1999 through January 2000 were consistently at or above the benchmark levels of 80% of calls answered within 30 seconds. (Measurements Aff. Exhibit B1: "Contact Center Availability - % Answered within 30 Seconds – Repair (PO-3-04)). However, while BA-MA was meeting or beating the standard, repair call volumes received by the RCMC continued to grow at an increasing rate, particularly in late 1999 and early 2000 (December 1999 - February 2000). In fact, CLEC repair call volumes from across the Bell Atlantic region increased from under 52,000 calls in November 1999, to approximately 80,000 calls in February 2000, or over 50% in just three months. During that period, region-wide repair call volumes ran 100% above forecast, although actual trouble reports were on target. This supports the observation that the CLECs are making two to three calls per trouble. These calls were driven by a decrease in RETAS utilization by the CLECs and the inability of the CLECs to test and isolate troubles.

257. To meet this growth, Bell Atlantic accelerated its plans to open an additional call center and to expand the existing call center's capacity. As a result of these measures, the March performance data show call-response results to again be

above the standard level. Although repair call volumes continue above forecast, staffing levels in the new RCMC, which opened three months ahead of schedule, also exceed projections enabling the center to meet or exceed service standards. In addition to the increased staffing, Bell Atlantic has devoted additional resources to work with the CLECs to increase their usage of RETAS for trouble entry and status information.

V UNBUNDLED LOCAL TRANSPORT (Checklist Item 5)

258. As discussed earlier, BA-MA provides local transport, unbundled from switching or other services, and unbundled dark fiber to CLECs in a non-discriminatory manner. (Stern Aff. ¶¶ 27-31; Tr. 1268-77) BA-MA provides CLECs with dedicated and shared transport UNEs in the same manner provided by Bell Atlantic in New York and approved by the FCC as satisfying this checklist item. No CLEC challenged BA-MA's compliance with this checklist item as to unbundled local transport, and only one (Conversent) raised issues concerning BA-MA's provision of dark fiber at the Technical Sessions.

259. As of the end of February 2000, BA-MA was providing to 15 different CLECs a total of 685 IOF transport arrangements (334 DS-1 level and 351 DS-3 level arrangements). BA-MA has met, and will continue to meet, future CLEC demand for UNE IOF. BA-MA plans and constructs expansion of its interoffice network based on aggregate projected needs for switched and non-switched services for other carriers, CLECs, and BA-MA retail customers. In 1999, BA-MA added approximately 1.1 million DS-0 or voice-grade equivalent circuits to the interoffice facilities network in Massachusetts. Of this, approximately 175,000 equivalent DS-0's or 15% of the total IOF capacity installed was provided to CLECs as dedicated UNE IOF transport.

260. BA-MA's average completion interval for dedicated DS-1 and DS-3 level transport over the period July 1999 – February 2000 was 22.0 business days. (Measurements Aff. Exhibit B1) Additionally, over the same eight-month period, BA-MA completed 91.9% of its dedicated IOF transport orders on time. (*Id.*) In

contrast, in five of eight months, CLECs were not ready to accept their IOF orders on the scheduled date on 50% or more of the orders due.

261. BA-MA also provides shared transport to CLECs in Massachusetts in a non-discriminatory manner. As discussed earlier, CLECs can use BA-MA's shared transport network element for carrying their customers' traffic between BA-MA's end-office switches, between BA-MA's end office and tandem switches, and between BA-MA's tandem switches. In addition, CLECs can use BA-MA's shared transport network element to reach other points within BA-MA's network, such as the Operator Services and Directory Assistance platforms, and to reach other carriers' networks that are interconnected to BA-MA's network. (Stern Aff. ¶ 71; Tr. 1279-83)

262. As discussed earlier, BA-MA provides shared transport in conjunction with unbundled local switching. (Stern Aff. ¶ 71; BA-MA Response to Information Request DTE 2-81; Tr. 1268) CLECs that plan to use BA-MA's shared transport do not need to order it separately when they order individual local switching ports. The UNE switching port is normally configured to use shared transport. Through February 2000, BA-MA was providing shared transport in conjunction with routing traffic to and from each of the 1,400 plus unbundled local switching ports it has provisioned to CLECs as part of the UNE-P combination.

263. Dark Fiber. BA-MA also provides unbundled spare dark fiber where available for local transport in accordance with the Department's Phase 3 and Phase 4-N Orders in the *Consolidated Arbitrations* (D.P.U. 96-73/74, 96-75, 96-80/81, 96-83 and 96-94). As of March 30, 2000, BA-MA was providing 901 miles of dark

fiber to four CLECs in Massachusetts. From October 1999 through February 2000, BA-MA completed 72 dark fiber orders. For these orders, BA-MA's average completion interval was 26.1 business days, and it completed 87.5% of these orders by the due date. Also, for 23 of the 72 orders (32%) the CLEC was not ready to accept the dark fiber order on the scheduled due date.

264. Prior to ordering unbundled dark fiber, a CLEC has the option of requesting a fiber layout map showing the routes within the wire center where there are existing BA-MA fiber cables. This request process has been approved by the Department as providing "a reasonable process for meeting the needs of the CLECs when they are thinking of using dark fiber in a given geographic area." (*Consolidated Arbitrations*, Phase 4-N Order at 17)

265. Only Conversent has taken issue with BA-MA's provisioning of dark fiber, citing problems with fiber optic transmission loss and BA-MA's alleged unwillingness to replace and/or rehabilitate existing fiber optic cable components in an attempt to improve fiber optic transmission loss. In reality, BA-MA has met -- and more often has exceeded -- the terms and conditions of its interconnection agreement with Conversent to provide dark fiber.[25] BA-MA has worked with Conversent to review and refine inter-company processes associated with dark fiber requests. BA-MA has conducted numerous meetings and conference calls with Conversent on various inter-company processes including, for example, issues related to submitting dark fiber inquiries, submitting dark fiber orders, provisioning and

[25] A copy of the Conversent – BA-MA interconnection agreement amendment for dark fiber is attached as Exhibit H. A copy of the current BA-MA Dark Fiber Service Description, which is made a part of the Conversent – BA-MA agreement by reference is attached as Exhibit I.

constructing dark fiber arrangements, and procuring additional engineering services requested by Conversent.

266. In most cases, Conversent's "issues" conflict with the terms of its interconnection agreement. In fact, Conversent often fails to follow the terms, conditions or processes included in its dark fiber agreement. For instance, instead of submitting a written request designating the two locations between which unbundled dark fiber is desired and the quantity of pairs requested, as required in its interconnection agreement, Conversent will submit a letter with a sketch of its planned fiber ring attached. Often, this information is insufficient for BA-MA to conduct a records review. When this occurs, more information from the CLEC (and more time) is needed to move the request forward.

267. Conversent also takes issue with the fact that some fibers do not meet Conversent's desired transmission characteristics once they are turned over by BA-MA. However, it is the CLEC's responsibility – not BA-MA's – to ensure that its fiber optic system transmission loss design will work with the fiber(s) BA-MA has available. To assist CLECs in the proper design of fiber optic systems, BA-MA includes optional engineering services as part of its standard dark fiber offering that enable a CLEC to obtain the optical transmission characteristics *before* ordering fibers. For instance, in Section 1.9 of the Conversent dark fiber amendment, BA-MA undertakes to conduct a field survey (on a time-and-materials basis) upon request and provide Conversent with optical test measurements. Based upon the report, Conversent can then determine whether the degree of transmission loss meets its requirements and assess how to design

its fiber optic system with electronics (optical repeaters) where necessary to compensate for optical transmission loss on circuits of varying lengths. However, if Conversent decides not to order a field survey after BA-MA's records review indicates that spare dark fiber is available, it must accept responsibility for design or operational complications that may later arise. (Exhibit I, ¶¶ 1-11)

268. The optical transmission loss issue that Conversent has complained about could have been minimized if Conversent had used the existing field survey process. In doing so, Conversent would have had the necessary information to determine whether it could use the existing dark fiber based on its transmission standards. BA-MA has on numerous occasions recommended or reviewed the Field Survey option with Conversent's representatives. Rather than utilize this option and thus determine the transmission characteristics of the fiber before placing its order, Conversent has placed orders and then refused to accept the dark fiber strands assigned to it when they did not meet its desired transmission characteristics. Conversent's refusal to accept dark fiber circuits, in which light can pass, has an adverse impact on BA-MA's average installation intervals for dark fiber.

269. BA-MA has worked with Conversent to develop engineering services to improve the transmission characteristics of specific dark fibers, notwithstanding Conversent's failure to take steps to identify in advance dark fiber characteristics. In addition, BA-MA will shortly roll out new standardized engineering services, which it will make available to CLECs. These engineering services will include replacing fiber optic connectors and/or cleaning fiber optic connectors upon a CLEC's request.

VI UNBUNDLED LOCAL AND TANDEM SWITCHING (Checklist Item 6)

A. Establishing UNE Switching

270. BA-MA provides UNE local switching, by modifying its switches to accommodate a CLEC's desired "presence." (Tr. 1438) The key attributes of UNE Switching capability are switch translations, also known as Line Class Codes ("LCC") and Office Dialing Plans ("ODP"). To modify a switch, BA-MA creates a unique set of LCCs and ODPs for CLECs in order to satisfy their unique service or routing requirements. (Stern Aff. ¶ 87) Options include access to their own, BA-MA's, or a third-party's Operator Services/Directory Assistance ("OS/DA") services, switch features and blocking parameters, and the creation of the appropriate billing and usage records. (*Id*.) This switch modification procedure is known as the Network Design Request ("NDR") process.

271. BA-MA offers two NDR options to CLECs. Option A provides switch routing that is unique to the individual CLEC, and Option B consists of standardized blocking options and the replication of BA-MA's dialing plans. BA-MA uses the same methods, practices and procedures as BA-NY to establish UNE switching translations through the NDR process.

272. NDR Option A: With Option A, BA-MA develops customized ODPs and LCCs to meet a CLEC's unique requirements for routing instructions, default features, and the creation of appropriate billing and usage records. CLECs can use BA-MA provided OS/DA, they provide their own, or use a third-party's OS/DA services. Option A is defined by CLECs, thus offering them the flexibility to

customize routing and blocking and to modify the ODP without affecting other CLECs or BA-MA.

273. Option A requires that BA-MA load the customized design into each switch separately as ordered by the CLEC. This process is complex and time-consuming. Once the customized programming is complete, BA-MA tests each new LCC that is added in all switches to validate that the expected results for call processing are achieved. In the event that expected results are not achieved, BA-MA reviews the programming translations, changes them if warranted, reloads them into the switch, and re-tests them. Because office dialing plans differ from switch to switch, all of the work required to establish a CLEC's presence in a given LATA must be done on a switch-by-switch basis, without affecting other carriers or end users. In addition, access to the switch for completing NDR work is limited by previously scheduled work such as switch updates, NPA splits and overlays, and major customer network changes.

274. Option A requires more time to establish the CLEC's specific translations in the switch than Option B, because it is a customized option as previously described. The length of the start-up period is based on variables such as the number of switches and LCCs requested, variation in call handling requirements requested, and the degree of blocking and/or customized routing requested.

275. After BA-MA completes the design work and the UNE switch translations are programmed in each desired switch, CLECs order UNEs on a per-line basis, and BA-MA provisions the UNE Switching with customized routing.

276. NDR Option B: BA-MA also offers a "standardized" UNE Switching configuration called Option B. The standardized ODPs and LCCs mimic the local call routing and customer features used by BA-MA itself. Option B, which is available in all BA-MA central offices, affords CLECs the shortest interval to obtain a ubiquitous switch presence in Massachusetts. Because BA-MA has pre-built the switch functions, the timeframe for completing an NDR for Option B ranges from four to eight weeks. With Option B, CLECs purchase BA-MA's OS/DA platform, which includes three branding (announcement) options: (1) BA branding; (2) no branding; and (3) a CLEC's own branding. Regardless of the branding option chosen, CLECs can establish their own rates for these services, or they can adopt BA-MA's retail rate schedule. Additionally, although CLECs share common LCCs and ODPs under the Option B arrangement, a CLEC may differentiate its service offering(s) by packaging individual switch features differently or by offering different pricing packages; for example, providing Caller ID for all of its end users free of charge.

277. As of February 2000**,** all nine CLECs using BA-MA's UNE switching arrangements were doing so through Option B. Two of the nine CLECs use BA-MA's OS/DA branding, two are unbranded, and the remaining five CLECs use their own branding. NDR completion intervals varied from 14 to 38 business days, due to factors such as loading OS/DA branding tapes and loading CLEC-specific rates – an essential NDR component that enables BA-MA operators to quote rates to a CLEC's end-users.

B. Provisioning UNE Switching

278. CLEC commentary on UNE Switching during the Technical Sessions was limited. Z-Tel suggested that it would be better if CLECs could more quickly or more easily transition their customers from Option B UNE Switching (as a start-up position) to Option A UNE Switching. (Tr. 3454) However, there is no ready "transition" possible because the conversion would require a two-step process. First, the Option B CLEC must complete the NDR process for Option A, which includes the establishment of a unique set of local switch translations for that CLEC in each BA-MA switch. Second, such conversion requires that each customer's line be transferred from the shared Option B arrangement to the unique Option A arrangement, including changes in records for each line by both BA-MA and the CLEC via individual service orders. Z-Tel itself acknowledged that it knew of no ILEC employing a different method for making these changes. (Tr. 3456)

279. While the implementation of Option A UNE Switching takes time, conversions do not require a full disconnect of the dial-tone service; therefore, no customer disruption will occur when converting from the standard line-class code to the custom line-class code. (Tr. 1968) In addition, because CLECs can use Option A and Option B simultaneously on different telephone numbers, CLECs can effect a smooth transition plan at their convenience – for example, placing new customers on Option A, while transitioning existing customers gradually.

280. Z-Tel also suggested that a reasonable "implementation interval" for establishing Option A switching translations would be 60 calendar days from the time the

NDR application is completed. Z-Tel did not offer any specific justification for the suggestion. (Z-Tel Aff. ¶ 8) Z-Tel's witness Mr. Davis conceded, however, that to his knowledge, no state has set intervals for a customized NDR. (Tr. 3440) This comes as no surprise to BA-MA, since the process for building customized routing and switch translations for CLECs in potentially every BA-MA switch can be a long and intricate process. There is no such standard interval established in New York, nor did the FCC find that this was necessary for Bell Atlantic to satisfy its unbundled switching obligations in that State. As explained above, this technically detailed process is necessarily complex and time-consuming.

281. Finally, Z-Tel alleged that BA-MA was delaying its implementation of Option A. At the Technical Sessions, Z-Tel stated that it had submitted a request for a pre-NDR meeting on September 23, 1999, but that it was not able to establish a meeting until after November 22, 1999. (Tr. 3431-32) Z-Tel failed to note that:

1) Z-Tel's request for a pre-NDR meeting was for Buffalo, Poughkeepsie, and Pennsylvania, as well as Massachusetts;

2) Bell Atlantic confirmed receipt of Z-Tel's request on September 24, 1999, and scheduled the meeting for September 28, 1999;

3) Z-Tel's representatives failed to show up on September 28, and later requested that Bell Atlantic reschedule the meeting;

4) BA-MA and Z-Tel subsequently met on October 7, 1999. However, that meeting focused only on upstate New York locations, with Z-Tel citing an urgent need to focus on New York, while assigning Massachusetts and Pennsylvania a lower priority; and

5) Z-Tel did not reinitiate its interest in moving ahead in Massachusetts until a subsequent meeting on November 22, 1999.

282. As a result of its NDR work in New York, Z-Tel was fully aware of the timeframes required for BA-MA to complete an Option A routing plan. In New

York, the implementation of Option A arrangements has ranged from as little as 15 days to as much as 150 days, depending on the variables previously cited, such as degree of blocking and number of switches requested. On November 22, 1999, Z-Tel agreed to provide, by November 29, the initial paperwork for BA-MA to begin the NDR process. However, Z-Tel did not submit the requisite forms and information, despite prodding by its BA-MA account manager throughout December. In late January 2000, Z-Tel formally requested Option B for Massachusetts, and BA-MA set a tentative NDR completion date of March 22, 2000, dependent on the timely receipt of complete information from Z-Tel. BA-MA completed the process one month ahead of schedule, on February 28, 2000. BA-MA continues to work with Z-Tel to solicit a better definition of Z-Tel's interests, and to inform Z-Tel of the capabilities of BA-MA's network, so that it may carry out its business plans.

283. Z-Tel also complained that BA-MA requires CLECs to utilize two separate universal service order codes ("USOCs") when provisioning call forwarding – one USOC for Call Forwarding Busy Line and another for Call Forwarding/Don't Answer – while requiring only one USOC for the provisioning of both services in the retail world. (Z-Tel Aff. ¶ 22; Tr. 3609) Z-Tel misunderstands Bell Atlantic's reason for requiring CLECs to use two USOCs. The fact that Bell Atlantic sells the two services together does not mean that CLECs must do so as well. Bell Atlantic's practice enables the CLECs to request easily *either* one of these features individually, *or* both.

284. Z-Tel also claimed that Bell Atlantic now rejects service orders requesting the pre-programming of speed dialing for Z-Tel, whereas it formerly accepted and worked these requests. (Z-Tel Aff. ¶¶ 23-25; Tr. 3693) Bell Atlantic has no record of ever having pre-programmed speed dialing for Z-Tel, and Z-Tel failed to produce any data indicating that Bell Atlantic had performed this function. Instead, Z-Tel provided copies of letters between Z-Tel and Bell Atlantic related to this issue. (Record Request No. 253) In addition, Z-Tel's comments fail to recognize that, although it is asking Bell Atlantic to pre-program a specific "800" number into each of its end-users' lines, Bell Atlantic does not do this for its own retail customers. BA-MA does, however, provide Z-Tel with the capability to pre-program numbers itself using Bell Atlantic's switches. The same claim was made by Z-Tel in BA-NY's 271 proceeding, but the FCC dismissed it by noting that "[the] claim does not present a sufficient basis" to find that Bell Atlantic does not satisfy the requirements of this checklist item. (*FCC Approval Order* ¶ 348)

285. During the Technical Sessions, MCI contended that BA-MA failed to establish an end-user (an MCI employee) on UNE-P service, which subsequently resulted in a trouble report. (Tr. 3881) MCI claimed in the trouble report that Call Return, a PhoneSmart feature, was not working and that BA-MA's OS/DA branding had erroneously replaced MCI branding. Upon testing and review of the report, BA-MA determined that these claims were incorrect. The following is the trouble report history:

- 12-8-99 - 1:08 p.m., MCIWorldCom trouble ticket: "MCIWorldCom branding not working when dialing 411. *69 not working."
  12-8-99 - 7:00 p.m., BA-MA closed the ticket: "Found OK, Verified OK"
- 12-9-99 - 8:46 a.m., MCIWorldCom trouble ticket: "Customer not getting MCIWorldCom branding."
  12-9-99 - 8:53 a.m., MCIWorldCom cancelled the trouble ticket.
- 12-9-99 - 8:58 a.m., MCIWorldCom trouble ticket: "411 not getting MCIWorldCom branding."
  12-9-99 - 10:00 a.m., BA-MA closed the ticket: "No trouble found in translations per RCMAC. Left message for MCIWorldCom."
- 12-13-99 - 10:06 a.m., MCIWorldCom trouble ticket: "Call Return feature (*69) not working."
  12-13-99 - 1:57 p.m., BA-MA closed the ticket: "*69 works from Frame"

Based on the outcome of this investigation, BA-MA did not find any problem with its network and can only assume that this single MCI end user was uninformed on the limitations of Call Return. While this feature allows customers to automatically place calls to the party that last called, calls cannot be returned from PBX-served lines, DID lines, coin telephones, or from lines equipped with Line Blocking for either retail or UNE-P end users. Given BA-MA's test results, the most logical conclusion is that MCI's end user had been trying to place a Call Return call to a line with one of the above restrictions.

C. Unbundled Tandem Switching

286. BA-MA provides CLECs using UNE Switching with access to tandem switching. CLECs do not need to request unbundled tandem switching separately if they are using BA-MA's UNE Switching because it is part of unbundled shared transport and can be accessed through all unbundled local switching elements.

287. Through February 2000, BA-MA had not received any requests for unbundled tandem switching on a stand-alone basis. BA-MA has developed methods and procedures for providing this UNE and is prepared to provision unbundled

tandem switching upon request. This UNE is available in DTE MA No. 17, Part B, Section 6.

D. Access to UNE Switching

288. BA-MA provisions CLEC orders for local and tandem switching using the same personnel, facilities and equipment as BA-MA's retail orders. The only differences between the CLEC and retail provisioning processes are those inherent in the unique characteristics of unbundled switching elements (*e.g.*, recording of access usage for CLEC and suppression of BA-MA access bills). That is, CLECs purchasing unbundled local and tandem switching elements are provided with usage recording suitable for billing exchange access charges to IXCs in the same manner that BA-MA bills IXCs for exchange access service. BA-MA suppresses its exchange access billing on the switching elements BA-MA provides to CLECs. This is the same approach used by BA-NY and approved by the FCC.

289. The same processes, systems and procedures are used to process orders for switching for BA-MA as are used by BA-NY. (Tr. 1442) Although there are different LCCs and different billing order support systems, these differences do not directly affect the provisioning of switched services. (BA-MA response to Information Request DTE-MediaOne 1-10) Accordingly, they do not adversely affect the ability of BA-MA to process and provision orders for unbundled switching.

290. Through the end of February 2000, BA-MA had provided over 1,400 local switching ports on a line side basis as part of UNE-P combinations that include a

UNE loop. Over 1,300 were for business service, while 100 were for residence customers. (BA-MA's service performance record on these orders is discussed in the UNE Loop section of this Affidavit.) Although these UNE-P orders were for POTS service, BA-MA is prepared to provision all line ports and switch features offered in interconnection agreements and in its Wholesale Tariff, DTE MA No. 17.

VII NON-DISCRIMINATORY ACCESS TO E-911, DIRECTORY ASSISTANCE AND OPERATOR SERVICES (Checklist Item 7)

A. E-911

291. The provisioning of access to E-911 was described earlier. (Howard Affidavit, ¶¶ 32-36; Tr. 1518-21) No CLEC challenged BA-MA's satisfactory compliance with this checklist item. As of the end of February 2000, facilities-based CLECs with their own switches had over 352,550 E-911 listings in Massachusetts. This does not include customers served by Resellers nor any CLEC customer for whom BA-MA provides dial tone.

B. Directory Assistance/Operator Services

292. In addition to Direct Access to Directory Assistance ("DADA") described in the Howard affidavit, BA-MA provides CLECs with Directory Assistance Listing Transfer, which enables them to obtain BA-MA listings in an electronic format for their use in providing local Directory Assistance services. BA-MA also provides daily updates as a component of Directory Assistance Listing Transfer, with the same frequency and basic listing content as BA-MA's own directory updates. Through February 2000, BA-MA is providing an electronic copy of the Directory Assistance database, with daily updates, to one CLEC. No CLEC has requested BA-MA's "per dip" DADA service.

293. Through February 2000, 18 CLECs are purchasing Directory Assistance service from BA-MA. Another nine CLECs are purchasing BA-MA's Directory Assistance service and using BA-MA's shared transport service. Through February 2000, 44 Resellers are using BA-MA's Directory Assistance service. As of February 2000, 17 CLECS are using branding other than BA-MA for

Directory Assistance, and 16 CLECS are using branding other than BA-MA for Operator Services.

294. In Massachusetts, Directory Assistance calls from facilities-based and UNE-P CLEC customers are handled by two wholesale call centers. These centers are equipped and staffed in the same manner as BA-MA's retail Directory Assistance call centers. Directory Assistance calls placed to BA-MA's platform by Reseller customers are handled by BA-MA's retail call centers.

295. From July through December 1999, the average speed of call answer in the retail call center was 2.9 seconds, and through the first two months of 2000, the average speed was between 2.5 and 2.6 seconds, respectively. Since BA-MA's retail call centers handle all calls on a first-come, first-served basis for BA-MA's retail customers, as well as for Resellers' customers, the speed of answer is the same. In the wholesale call center, the average speed of call answering for July through December 1999 was a nearly identical 3.2 seconds, and during the first two months of 2000, the average speed was 0.8 and 0.7 seconds, respectively. The difference between the figures for the retail and wholesale call centers from July through December 1999 is not competitively significant. This is underscored by the fact that the time between "rings" for a telephone call is itself 4 seconds, which excludes the actual "ring" time.

296. Through February 2000, 16 CLECs were purchasing Operator Call Completion services from BA-MA. Another nine CLECs were purchasing BA-MA Operator Call Completion services using BA-MA's shared transport. Through February 2000, 44 Resellers were using BA-MA's Operator Call Completion services. All

calls from customers of Resellers, CLECs using UNE-P, and facilities-based CLECs are handled in the same Operator Call Completion center that handles BA-MA's retail customers. Calls from CLEC customers are commingled with calls from BA-MA's retail customers and handled by the same operators that answer BA-MA's retail customer calls. This ensures that the calls are handled in a non-discriminatory manner.

297. The current service arrangement for UNE-P and facilities-based CLEC's was instituted in December 1999. During the preceding months, the calls were handled in the wholesale call center, but because of the relatively low volume of CLEC Operator Call Completion calls, Bell Atlantic determined that these calls could be handled more efficiently in the retail call centers. For instance, from July through November 1999, BA-MA answered CLEC customers' Operator Call Completion calls received in the wholesale center within 4.6 seconds and calls received in the BA-MA retail centers (including Reseller calls) within 2.5 seconds. The difference is not competitively significant. UNE-P and facilities-based CLECs' customers' calls were removed from the wholesale center and commingled with Resale and BA-MA retail calls, where answer performance parity is assured. BA-MA has retained a separate call queue for CLEC traffic for the purpose of monitoring call volumes and answer performance. During December, when all CLEC UNE-P, facility-based CLEC, and Reseller calls were commingled with BA-MA's retail traffic, service was provided to all customers at 2.3 seconds, and during the first two months of 2000 was 1.3 (January) and 1.5

seconds (February) for CLECs, compared to 2.1 and 2.5 seconds for BA-MA's retail customers.

298. Just as it did before the FCC, AT&T reiterated its claim in this proceeding that BA-NY dropped a significant proportion of the directory listings for the customers that converted to its switch-based service via an unbundled local loop with associated number portability. (AT&T (Salvatore) Comments-Directory Listings at 6-8) Although AT&T opined that the same result may be true in Massachusetts, AT&T provided no Massachusetts-specific data to support its claim.

299. AT&T's argument regarding BA-NY's directory listing performance focused on only a single and limited subset of the total CLEC local service orders added to BA-NY's directory listings database on a monthly basis. AT&T's arguments did not address the dominant types of directory listings in New York – those which are established for CLEC Resale and UNE-P orders, which accounted for nearly 80% of all CLEC orders. As stated in the New York KPMG Closure Report Exception No. 56: "KPMG's own review of BA-NY listed orders included those for Resale and UNE-P orders. Results showed a 0% error rate." (Exhibit 4, December 2, 1999 Technical Sessions)

300. In any event, AT&T's claim is now outdated. BA-MA implemented a systems change on February 21, 2000, so that now the customer's listing is not deleted and does not need to be restored in the system on behalf of the CLEC when the CLEC service request instructs Bell Atlantic to retain this information "as is." This is the exact system that AT&T suggested. (AT&T (Salvatore) Comments, at 8; Tr.

2755-58) Accordingly, the directory listing "disconnects" that AT&T complained about earlier no longer occur. (Record Request No. 14) BA-MA's processes and procedures for handling directory listings associated with unbundled loop orders in the Directory Assistance database are exactly the same as the processes and procedures used by Bell Atlantic in New York.

VIII WHITE PAGES DIRECTORY LISTINGS (Checklist Item 8)

301. Bell Atlantic provides CLECs in Massachusetts with white pages directory listings in a nondiscriminatory fashion. (Crawford Aff. ¶¶ 27-41; Tr. 400-509)

302. CLECs are provided with numerous opportunities, before directory publication, to verify both the existence of and the accuracy of the listings for their end users. CLECs can verify the listing information on the order confirmation. CLECs can view listing information on the Customer Service Record ("CSR") and CLECs can utilize the DCAS Directory Listing Request ("DLR"). Finally, 90 days prior to the service order close date, CLECs are provided with a Listings Verification Report ("LVR") which contains all listings that are currently included in the inventory to be published in the upcoming directory. The LVR enables the CLEC to confirm the accuracy of its customers' entries. Of the 2,439 LVRs published in New York and New England during 1999, approximately 93% were provided at least 90 days prior to the scheduled directory publishing date, and those few which were delayed were provided at least 75 days prior to the scheduled directory publishing date.

303. BA-MA can now update the record to indicate that Bell Atlantic Yellow Pages ("BAYP") publishes 56 primary and 14 Community White pages directories annually in Massachusetts. Through March 9, 2000, BA-MA's directories included approximately 118,000 White Page directory listings for 99 CLECs. Approximately 51,000 of these listings were for business customers and approximately 67,000 listings were for residential customers.

IX NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS (Checklist Item #9)

304. During 1998, the central office code administrator function and responsibilities was transferred from Bell Atlantic to Lockheed Martin, the neutral third-party administrator selected by the FCC, and was recently transferred to Neustar. Under administration of numbering by Neustar, BA-MA is treated like any other local carrier, *e.g*., the handling of requests for central office codes.

305. BA-MA adheres in a timely and accurate manner to all industry numbering administration and FCC rules, including provisions requiring the accurate reporting of data to the code administrator, NeuStar. This includes reporting COCUS (Central Office Code Utilization Survey) forecast data and providing supporting documentation required when requesting exchange codes for growth in accordance with the INC Central Office Code Assignment guidelines.

306. Similar to BA-NY, BA-MA conducts a monthly comparison between the Local Exchange Routing Guide and the BA Code Administration System to ensure consistency and accuracy.

X DATABASES AND SIGNALING (Checklist Item 10)

307. As indicated earlier by BA-MA witnesses Ms. Crawford and Mr. Albert, access to BA-MA's databases and associated signaling is available pursuant to Interconnection Agreements and in its Wholesale Tariff, DTE MA No. 17. (Crawford Aff. ¶¶ 42-79; Tr. 806-45) In all cases, the access BA-MA provides to its signaling network is non-discriminatory. First, BA-MA uses the same facilities, equipment and personnel to provision signaling links for CLECs and itself. Second, CLEC signaling traffic is handled by BA-MA's signaling network in the same manner as BA-MA's signaling traffic. All signaling traffic on BA-MA's signaling network is queued and routed on a non-discriminatory basis. (Crawford Aff. ¶¶ 46, 50, 79)

308. BA-MA can now update the record as to information relating to this checklist item:

- As of March 1, 2000, there were 29 CLECs accessing BA-MA's signaling network. Of these, 21 utilize third-party hub providers and 8 directly access BA-MA's signaling network.

- As of March 1, 2000, four CLECS made the necessary arrangements for accessing BA-MA's Toll Free Database. In 1999, Bell Atlantic processed more than 6.6 billion Toll Free Database queries for interexchange companies, Independent Telephone Companies, third-party hub providers and CLECs doing business in New York and New England. Of these queries, 1.6 billion were for Massachusetts.

- As detailed in BA-MA's response to Information Request DTE-ATT 1-177, there is only one CLEC in New England that is directly accessing Bell Atlantic's LIDB database. However, this CLEC stores its LIDB records with a third-party hub provider rather than Bell Atlantic. Bell Atlantic is providing access to its LIDB to 40 other telecommunications carriers, such as IXCs, Independent Telephone Companies, wireless carriers, and third-party hub providers in the New England region. In 1999, Bell

Atlantic processed more than 77 million LIDB queries in New England.

- As of March 1, 2000, eight CLECs had made the necessary arrangements for accessing Bell Atlantic's Calling Name Database ("CNAM") in the New England region. In 1999, Bell Atlantic processed approximately 29 million queries to its CNAM for other telecommunications carriers in New England.

- As of March 1, 2000, four CLECs had made the necessary arrangements for accessing BA-MA's Local Number Portability Database.

309. Currently, there are no CLECs using the access BA-MA provides to its Service Creation Environment ("SCE") to create their own AIN-based telecommunications services. However, access to the SCE is available to CLECs in Massachusetts. (Crawford Aff. ¶75)

XI NUMBER PORTABILITY (Checklist Item 11)

310. The Bell Atlantic-North staff that supports CLEC Long-Tem Number Portability ("LNP") requests in New York and all the New England states, including Massachusetts, has processed almost 700,000 LNP order requests. This staff has had LNP-specific training and has significant experience processing CLEC requests to port numbers. Through February 2000, BA-MA has ported 117,400 telephone numbers in Massachusetts through LNP arrangements for 21 CLECs. This is more than a ten-fold increase over the 11,700 numbers ported at year-end 1998. BA-MA has also worked with CLECs to transition from Interim Number Portability ("INP") to LNP on a mutually agreed-upon schedule. As of the end of February 2000, BA-MA was supporting six CLECs with INP on approximately 6,500 telephone numbers.

311. BA-MA is provisioning LNP in a timely fashion. BA-MA met its due date commitments on approximately 99% of all orders for stand-alone LNP processed since October 1999.[26] (Measurements Aff. Exhibit B1) The specific on-time measurement methodology used in Massachusetts was developed as a result of the Department's MediaOne/BA-MA arbitration decision.[27] As explained in the Measurements Affidavit, this method specifically addresses non-coordinated LNP requests without UNE loop services and accounts for both of BA-MA's activities in the LNP provisioning process: (1) placement of the 10-digit unconditional trigger prior to when the CLEC takes the telephone number off the BA-MA

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[26] Number portability is frequently associated with the "hot cut" of an existing BA-MA end-user's loop from BA-MA service to CLEC service as a UNE-loop. The provision of LNP in those circumstances was discussed in the UNE-Loop section (Checklist Item 4) above.

[27] Order in DTE 99-42/43, 99-52 dated August 25,1999.

network; and (2) removal of the BA-MA network translations after the committed due date and time.[28]

312. AT&T and MediaOne addressed BA-MA's LNP provisioning performance at the Technical Sessions. AT&T claimed that BA-MA's provision of service was fraught with errors, but it provided no data to support its claims – even after a specific Record Request for such data was made. In response to Record Request No. 223, AT&T stated that it was unaware of any instances where BA-MA failed to process the appropriate NPAC messages that resulted in delayed or failed delayed cutovers. In Record Request No. 314, AT&T claims that it does not track data on failed ports, and therefore, it could not respond to the Department's request. Contrary to AT&T's claims, BA-MA's record of on-time service for AT&T has been 100% over the period since October 1999. (Measurements Aff. Exhibit B1)

313. In contrast, MediaOne acknowledged at the Technical Sessions that "…MediaOne has experienced substantial improvement in LNP process since last year ...", and when referring to problems, conceded that "the [error] numbers are relatively small …" (MediaOne (Kowolenko) Aff. at 6-7) In its response to Record Request No. 156, MediaOne tallied BA-MA "misses" of its due date commitments and reported that less than 1% of the LNP orders BA-MA

[28] The LNP on-time metric for the months prior to October 1999 used the New York C2C methodology which relied on manual tracking of early disconnect troubles reported to the Bell Atlantic RCCC during LNP cutovers. Using this methodology, BA-MA's LNP on-time performance was reported to be 100%. It was determined that this tracking methodology did not accurately represent LNP on-time performance and was replaced with the new interim method. Measurements Aff. 83

completed in the period August through December 1999, were missed. MediaOne's conclusion is consistent with BA-MA's own results. In fact, the only occasions where MediaOne recorded a BA-MA "miss" were instances in which MediaOne sought to cancel or reschedule its order on the due date itself. MediaOne cancellations and rescheduled orders involved more than 65% of its orders in the August 1999 through October 1999 period. Even here, BA-MA was able to accommodate the vast majority of these changes without adverse customer impact because of the telephone contact procedure that BA-MA has adopted to support MediaOne.

314. RCN, the only other CLEC to address BA-MA's LNP performance at the Technical Sessions, focused on BA-MA's provision of FOCs. RCN claimed that it has been unsuccessful in ordering on the 3-day standard interval due in part to untimely FOCs and in part to ordering errors. (Tr. 2793-2835) Although FOC timeliness was a challenge for BA-NY earlier for manually handled orders, the substantial TISOC force additions that have been made have significantly improved this result in 2000. (OSS Aff. ¶ 70) BA-MA processes and completes in a timely manner hundreds of LNP orders within the 3-day interval period every month. In fact, RCN itself has requested 3-day intervals for LNP orders in 2000, which BA-MA has confirmed and completed on time.

315. Another reason for this improvement, however, has been because RCN has substantially improved the quality of its orders. This has raised both its order flow-through rate and lowered its order reject rate in 2000 compared to the levels it achieved in 1999. BA-MA's performance in providing FOCs within 2-hours on

flow-through orders has consistently been nearly 100%. (Measurements Aff. Exhibit B1) Still, there would appear to be room for further improvement as both the RCN order flow-through rate and the order reject rate for the first quarter of 2000 was still substantially worse than the CLEC with the greatest number of LNP orders.[29]

316. At the Technical Sessions, RCN seemed to suggest that its order flow through and quality could improve only with access to BA-MA's backend operating systems. (Tr. 2849) This is not the case. RCN and other CLECs ordering LNP have successfully processed thousands of orders in a flow-through manner. Moreover, RCN acknowledged at the Technical Sessions that its proposal was a utopian view (Tr. 2851-56) and, further, that RCN already had access to all of the information it needed to place quality orders. (Tr. 2901-02) At the CLECs' request, Bell Atlantic has developed its OSS interfaces to simplify the task of preparing quality orders without the need for CLEC representatives to learn and work with the idiosyncrasies of numerous BOC legacy systems. There is no reason to reverse direction now.

317. RCN also claimed that, when it reschedules an order, it must do so on a 6-day interval because of an alleged need for BA-MA to schedule cut-down time on the "lost" loop. (Tr. 2827-28) This is incorrect. For POTS-type LNP orders, which RCN says is its market, BA-MA does not require premises work for the loop removal. Disconnects of POTS-type LNP orders with triggers consist of switch

[29] RCN has increased its LNP order flow through rate from less than 5% in the fourth quarter of 1999 to nearly 40% in March 2000. Still, RCN's average flow-through rate was half the rate, and its reject rate is twice the rate, of the leading LNP-ordering CLEC in Massachusetts in the first quarter 2000.

software translations without any required premises visit. The translations are scheduled in the switch software and, if there is no coordinated work, these do not require human intervention. For LNP orders on POTS-type telephone numbers that are not involved with a hot cut, the switch translations are mechanized. They do not require a frame technician, as RCN had assumed. (*Id.*) Instead, the interval established for LNP orders is based on the order processing time required for the 10-digit unconditional trigger and disconnect orders, the application of the trigger in the BA-MA switch at least one day prior to the due day, and the entry of NPAC (Number Portability Administration Center) communications. Taking into account the work effort required and systems involved, the industry established the 3-day interval used by BA-MA as the minimum standard for porting telephone numbers between service providers.

318. AT&T also claimed that BA-MA does not enable its LNP translations to be verified. (Comments of AT&T-Number Portability, pp 6-7) No activity is denoted "translations verification" as part of the LNP procedures, either with AT&T or any other CLEC. Similarly, there is no such activity supported in the New York procedures reviewed and approved by the FCC. BA-MA's LNP processes are either coordinated with the CLEC or under the control of the CLEC. With the coordinated LNP processes, BA-MA relies on the CLEC to advise BA-MA when to start the cut-over. The verification would take place by the CLEC after the work is complete. Field experience indicates that BA-MA completes these orders in a timely manner. With a non-coordinated cut-over, the CLEC as the new service provider will initiate the network translations that move the end-

user telephone number to the new network. Since the CLEC controls the transfer activity, there are no translations to be verified in BA-MA's network.

319. Similarly, AT&T's claim that BA-MA did not set triggers or failed to disconnect BA-MA's retail service is also unfounded. (Comments of AT&T-Number Portability at 6) BA-MA routinely sets the LNP 10-digit unconditional triggers on all applicable orders. The purpose of the 10-digit trigger is to minimize close coordination of the disconnect activity because the CLEC is in control of the port on the due date. Once the CLEC updates the NPAC with the Location Routing Number ("LRN") information, the 10-digit trigger ensures that all calls are routed to the new service provider and disconnection of the old service provider's retail account does not impact the ability for the port to take place, nor does it impede processing calls to the end user. As such, it is not a critical step in the porting process. As stated above, BA-MA's LNP on-time performance is 99%. If the necessary triggers were not in place, LNP on-time performance would be markedly lower.

320. The records of the only CLEC to provide substantive data in this case, MediaOne, confirm the fact that triggers were missed on only ** *** LNP orders BA-MA delivered for it in November 1999, a "made" rate of 99.93%. (Record Request No. 153) This is indicative of BA-MA's overall performance in setting triggers. BA-MA's own metric analysis indicates that during first quarter 2000, BA-MA appropriately applied the trigger to the telephone number being ported 99.54% of the time. Except for AT&T, BA-MA has had no other complaints from CLECs that the trigger is not applied. Failure to remove

translations would impact end users' service during porting when the 10-digit trigger is not applied, *e.g.*, porting DID type numbers. BA-MA coordinates these ports with the new service provider. BA-MA has no reports of problems with left-in translations. AT&T was requested to provide instances where BA-MA failed to remove the translations and was unable to provide any such instances. (Record Response No. 314) AT&T's claims are simply contrary to the evidence.

321. Finally, at the Technical Sessions, both MediaOne and RCN asked that BA-MA be required to support their interest in number porting on Saturdays. BA-MA described an alternative approach to MediaOne and RCN at the Technical Sessions that they could pursue if they wanted to complete their customer premises work efforts over the weekend. (Tr. 640-41) This alternative allows the CLEC to proceed without support from BA-MA. MediaOne has now completed a trial using this method, and there were no service failures during the trial. MediaOne is currently deploying this process when porting customers to its network.

XIII RECIPROCAL COMPENSATION (Checklist Item 13)[30]

322. As of February 2000, BA-MA has entered into interconnection agreements, which include provisions for reciprocal compensation as required under Section 251(b)(5) of the 1996 Act, with 74 facilities-based CLECs, 10 cellular providers, and 8 paging companies.

323. BA-MA has followed the terms of those agreements relating to reciprocal compensation for the exchange of local traffic and complied with the Department's Order in D.T.E. 97-116-C (May 19, 1999) with respect to the treatment of Internet-bound traffic. In 1999, approximately 300 million minutes of use ("MOUs") originated with CLECs and were terminated by BA-MA; approximately 16 billion MOUs originated with BA-MA and were delivered to CLECs. BA-MA paid approximately $48.9 Million to CLECs for reciprocal compensation for the BA-MA traffic delivered to them. For the first 2 months of 2000, 96 million MOUs originated with CLECs and were terminated by BA-MA; 6.6 billion MOUs originated with BA-MA and were delivered to CLECs. For these two months, BA-MA paid CLECs approximately $5.2 Million for terminating traffic. These payment were made based on the 2:1-ratio presumption established by the Department in D.T.E. 97-116-C or under inter-carrier compensation agreements that cover all traffic, local as well as Internet-bound.[31]

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30 There is no update or rebuttal necessary for Local Dialing Parity, Checklist Item 12.

31 BA-MA has inter-carrier compensation agreements with two CLECs which resolve disputes concerning compensation for ISP-bound traffic. Those CLECs are Level 3 and Paetek, Inc.

324. In accordance with the Department's Order in D.P.U. 97-116-C, BA-MA will make appropriate reciprocal compensation payments in excess of the 2:1 ratio where a CLEC provides evidence that its "local" traffic exceeds the 2:1 ratio. (D.T.E. 97-116-C, fn. 31) To date, only one CLEC has produced such evidence and that CLEC is receiving reciprocal compensation payments in excess of the 2:1 ratio consistent with that showing.

325. Two CLECs challenged BA-MA's compliance with the requirements of this checklist item during the Technical Sessions before the Department. AT&T made essentially a legal argument relating to the status of Internet-bound traffic generally and under the Department's Order in D.T.E. 97-116-C. [AT&T Comments on Checklist Item 13 dated 11/12/99.] As the Department is well aware, the status of such traffic under Section 251(b)(5) of the 1996 Act and under interconnection agreements are matters that have been addressed before both the FCC and the Department. BA-MA will comply with regulatory decisions that fix its obligation, if any, with respect to the payment of reciprocal compensation for Internet-bound traffic. There is no need to comment further on AT&T's legal claim.

326. Global NAPs ("GNAPs") claimed that BA-MA has: (1) not made payments even up to the 2:1 ratio, (2) not paid reciprocal compensation for non-Internet calls, and (3) not negotiated with it concerning reciprocal compensation. These claims are not factually correct. (Pre-Technical Session Statement of Global Naps, Inc., dated November 12, 1999.)

327. With respect to the first of GNAPs' claims, BA-MA has paid GNAPs based on the 2:1-ratio presumption established by the Department in D.T.E. 97-116-C. However, as shown in GNAPs' responses to Record Request 243(C) and 244, the amount of traffic that GNAPs terminated to BA-MA for the period October 1999 through January 2000 was miniscule. BA-MA used the 2:1 ratio as the basis for making its payments to GNAPs. BA-MA is current on all reciprocal compensation payments to GNAPs.

328. With respect to GNAPs' second claim, GNAPs has not provided any support to BA-MA to substantiate its claim that certain of its traffic in excess of the 2:1 ratio is not Internet-bound traffic. GNAPs has submitted invoices to BA-MA which contain nothing more than the total number of minutes GNAPs alleges were delivered from BA-MA's network. Despite BA-MA's requests for documentation concerning both the level and types of traffic covered by the invoices, GNAPs has failed to provide any substantiation for its charges.

329. Finally, GNAPs' claim that Bell Atlantic has not been willing to negotiate with GNAPs is not accurate. Bell Atlantic has negotiated with any CLEC that has expressed an interest and has held substantive discussion with many CLECs concerning inter-carrier compensation for Internet-bound traffic. Bell Atlantic has concluded agreements with two CLEC and continues to have active ongoing negotiations. However, it takes two parties to negotiate mutually acceptable business arrangements. GNAPs current "negotiating" position is that Bell Atlantic must first surrender its claim regarding compensation for Internet-bound traffic for past and current periods before GNAPs will discuss the inter-carrier

compensation charges for future traffic. This condition is completely unacceptable.

XIV RESALE (Checklist Item 14)

A. General Update

330. As indicated earlier by BA-MA's witness Ms. Crawford, BA-MA's retail telecommunications services are available for resale pursuant to Interconnection Agreements and its Resale Tariff, DTE MA No. 14. (Crawford Aff. ¶¶ 4-26; Tr. 683-770)

331. Since BA-MA's affidavits were filed, the Telecommunications Industry Services ("TIS") organization has merged with the Carrier Services organization, the new group is known as Wholesale Markets. The TIS Website, which was referred to in the initial affidavit, is now the Wholesale Website, http//www.bellatlantic.com/wholesale.

332. BA-MA is providing resold services in the commercial volumes demanded by CLECs. Through December 1999, BA-MA provided approximately 193,000 resold lines to over 44 Resellers. Of these, over 21,000 lines are in service for Reseller residential customers. The number of resold lines in service has grown by nearly 45 percent since December 1998. By the end of February 2000, the total number of resold lines increased to 209,000.

B. Resale Performance

333. The performance measurements filed with the Department show that BA-MA is providing resold services at parity with BA-MA's retail operations. In the case of Resale services, the identical BA-MA provisioning personnel are providing Resellers with the identical services provided to retail customers.

334. In accordance with the C2C Guidelines, Resale provisioning measurements are provided separately for POTS, Complex and Special Services. (Measurements

Aff. Exhibit B1) As in any parity process, these provisioning measurements vary monthly, sometimes better for Resellers' customers and sometimes better for retail customers. Nevertheless, these provisioning measurements show that BA-MA's Resale performance from July 1999 through February 2000 is generally better than, or equivalent to, its retail provisioning performance.

335. BA-MA's Resale performance in the area of percent missed appointments has generally exceeded its retail performance. In the area of POTS % Missed Appointment – Bell Atlantic, both Dispatch and No Dispatch, BA-MA's Resale performance has been stronger than its retail performance every month from July 1999 through January 2000. BA-MA's Resale performance in the area of Complex % Missed Appointment – Bell Atlantic – No Dispatch exceed BA-MA's retail performance every month from July 1999 through February 2000. BA-MA's Resale performance also exceeded its retail performance for each of these eight months in the area of Special Services % Missed Appointment – Bell Atlantic – Total. (Measurements Aff. Exhibit B1)

336. Similarly, BA-MA's installation quality, whether measured through troubles reported within seven (7) or thirty (30) days, shows that the quality of the resold services delivered has generally exceeded those delivered to retail customers. (Measurements Aff. Exhibit B1) Another provisioning measure, facility missed orders, shows similar results generally favoring Reseller's customers. (Measurements Aff. Exhibit B1) Only in the area of completion intervals, does BA-MA's retail performance appear to be more favorable than BA-MA's Resale performance. (Measurements Aff. Exhibit B1) However, as explained in the

earlier Garbarino Affidavit (¶¶ 39-44) and in the accompanying Measurements Affidavit, there are two basic reasons that the Resale interval is longer (1) Resellers themselves ask for longer intervals than BA-MA's retail customers, and (2) Resellers submit a mix of orders that often have longer standard intervals than BA-MA's mix of retail orders.

337. In addition, BA-MA's maintenance and repair performance for Resale continues to generally exceed its retail performance. For example, in the area of POTS/Complex services (over 95% of the Resale lines in service), BA-MA's network trouble report rate has been consistently been better for resold services. Further, while the performance results for missed repair appointment – loop was favorable for resold services and the missed appointment – central office was favorable for retail services, the trouble report duration intervals was better for resale services for both loop and central office. The performance measurements for repeat repair reports was also consistently better for resold services.

338. For resold Special Services (only 5% of all resold lines), the results indicated parity service. Importantly, the network trouble report rate was more favorable for resold services in 6 out of 8 months, and in November 1999 the Resale and retail measurements were the same. Thus, there were less service outages for Reseller customers. Next, with the small base of resold customers (always less than 5% of the retail troubles), the results for trouble duration (Mean Time to Repair) tended to vary more than they did for retail. Over the eight month period, however, the average trouble duration interval for resold services and the troubles

cleared within 24 hours (7.22 hours and 95.29%) varied very little from the results for retail services over that period.

C. Resale Billing

339. The general issue of resale billing, like billing generally, is addressed in the accompanying OSS Affidavit. Billing is also being reviewed in detail by KPMG. RNK Telecom ("RNK") provided an earlier affidavit that raised several issues regarding BA-MA's Resale billing.

340. In terms of the timeliness of the Resale bill, RNK stated that it "routinely receives the official paper bill from Bell Atlantic ten to fourteen days after the end of the monthly billing period." (RNK Aff. (Pokraka) at 3) BA-MA's Resale billing methods and procedures were modeled after BA-MA's retail Summary Bill service. It is BA-MA's normal procedure to send both Resale and retail summary paper bills within seven to ten days from the billing period via the U.S. Postal Service. RNK's Resale bills are produced using the same procedures and within the same timeframes as all other BA-MA Resale and retail bills. BA-MA has performed an analysis of RNK's Resale bills from August 1999 through February 2000. During this time, RNK received 14 summary bills from BA-MA. Of these 14 bills, five were placed in the U.S. Mail 7 days after the bill period, four were placed in the mail on the 8th day after the bill period, two were placed in the mail on the 9th day, and three (the August 15th, October 30th, and the December 31st bill periods) were placed in the mail on the 10th day after the bill period.

341. RNK stated that its "…personnel have been told by Bell Atlantic personnel to 'ignore the paper copy', and wait for the CD Rom [electronic] copy." (RNK Aff.

(Pokraka) at 4) As explained in the Reseller Handbook, Volume III, Section 4.3.1, the electronic version of the Reseller's bill is the official bill. The electronic version of the bill is available to Resellers through Connect:Direct[32], cartridge tape or CD-ROM. RNK complains that the "CD-Rom generally arrives two to three weeks after the end of the billing period". (RNK Aff. (Pokraka) at 4) RNK fails to note that it has elected the CD-ROM format for its electronic bill. BA-MA acknowledges that the CD ROM format does take longer to deliver to the Reseller than the Connect:Direct option due to the additional processing time required to produce the CD ROM. Once the paper bill is finalized, the billing information is sent to Bell Atlantic's Carrier Access Billing System ("CABS") for processing so that the information can be "burned" to the CD-ROM. The CD-ROM is then sent to the Reseller via overnight delivery. It should be noted that RNK, like all Resellers, has the option to receive its electronic bill via Connect:Direct. Election of this option would provide RNK with its electronic bill at the same time that its paper summary bill is completed, generally ensuring delivery of the official electronic bill before the paper bill is received.

342. At the Technical Session held on December 9, 1999, Mr. Pokraka stated that he was unaware that RNK could download a copy of its bill from BA-MA via the Connect: Direct option. (Tr. 3671) The Bell Atlantic Account Manager, responsible for the RNK account, provided RNK with information from the Reseller and CLEC Handbooks which describe this option. To the best of BA-

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32 As explained in the Resale Handbook, Volume II, Section 4.6, Connect:Direct is used by Bell Atlantic North as the electronic platform for its connection to CLEC/Resellers. Connect:Direct involves a number of different platforms, the two most common are Connect:Direct for MVS (mainframe) and Connect:Direct for Windows9x (personal computer).

MA's knowledge, RNK has not taken the necessary steps to establish Connect: Direct.

343. BA-MA is actively involved with over 44 Resellers and no other Reseller in this proceeding has raised the issue of the bill timeliness. Perhaps this is because the vast majority of these Resellers subscribe to Daily Usage Feeds ("DUF") which, as the name indicates, provides usage on a daily basis. Use of the DUF assists a Reseller in preparing timely end user bills. The C2C performance data show that over 98% of the DUF billing is sent by BA-MA within 4 days. (Measurements Aff. Exhibit B1) RNK has chosen not to receive DUF. Mr. Pokraka stated that "I know that we have the option to get daily usage from Bell Atlantic, and from my understanding, it is very expensive to do that." (Tr. 3670) BA-MA does not, however, currently charge for DUF. RNK has still not elected to receive DUF for Resale.

344. RNK also claimed that a high percentage of BA-MA's resale bills are inaccurate and that RNK needs to appeal almost every bill. Upon review, BA-MA determined that the number of billing claims submitted by RNK is significantly higher than the average number of claims submitted by other Resellers. In fact, of the Resale billing claims received by BA-MA from June of 1998, more than 45% of the claims were generated by RNK. Given RNK's unusually high number of Resale billing claims, BA-MA conducted a special review of RNK's resale claims from 1998 through March 1, 2000. This review revealed an issue that was unique to RNK. **

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345. RNK expressed concern about not receiving credits from BA-MA in a timely fashion. (RNK Aff. (Pokraka) at 7-8) Upon review of this issue, Bell Atlantic determined that some service representatives were closing claims prior to the posting of an adjustment to the Reseller's bill. To remedy this situation, Bell Atlantic has re-trained the billing associates in the Wholesale/Resale Billing organization. As a result, claims are no longer closed before the adjustment is made to the customer's bill. In addition, the Bell Atlantic Wholesale Billing organization has implemented a monthly "audit" in which all CLECs' and

Resellers' billing claims which have been outstanding for over 30 days are reviewed by a Billing Supervisor and the Billing Manager. This process allows the Billing Manager to efficiently track all open claims and to identify and escalate issues as appropriate.

346. The Bell Atlantic Billing Manager has reviewed all Resale billing claims that RNK has submitted to BA-MA from June 1998 to March 1, 2000. Of the 244 claims that were submitted during this period, 227 claims, or 93% of RNK's claims, have been closed. BA-MA's investigation revealed that in 45% of the cases BA-MA's bill was accurate and RNK's claims were denied. The 17 claims that remain open involve Billing Data Tape ("BDT") issues and are currently under investigation at Bell Atlantic.

347. RNK has stated that it finds it difficult to understand and track credits that have been issued by BA-MA. (RNK Aff. (Pokraka) at 9-10) In most cases, credits are applied by Bell Atlantic to the specific resold line for which a claim was submitted. The credit information supplied by BA-MA includes both the credit amount and the dates associated with the credit. In cases where a credit is due to RNK for a line that RNK has disconnected, the credit cannot be applied against the specific line since it is no longer in service. In such instances, the credits are applied against the total balance of RNK's bill. This is the same procedure that is followed for retail accounts. It is BA-MA's practice to assist Resellers in reconciling such credits, and BA-MA regularly assists RNK. Because of the large volume of billing claims being submitted by RNK, BA-MA sends RNK a report detailing its billing claims. This report is sent to RNK whenever an RNK claim is

investigated and closed. The first report was sent to RNK in May 1999. These reports provide a list of all RNK claims (by claim number) that were closed by BA-MA and other details, such as, Reseller Summary Billing telephone number, claim amount, status (adjusted/ denied), adjusted amount and a description of the outcome of BA-MA's investigation.

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348. This concludes the Checklist Affidavit.