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December 6, 2004

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 000121A-TP
In Re: Investigation into the establishment of operations support systems permanent incumbent local exchange Telecommunications companies

Dear Ms. Bayó:

Enclosed for filing are BellSouth's responses to various SEEM and SQM action items identified during November 2004. A copy of the same is being served on all parties of record.

Sincerely,

Robert A. Culpepper /RN

Enclosures

cc: All parties of record
Marshall M. Criser, III
Nancy B. White
R. Douglas Lackey

CERTIFICATE OF SERVICE
Docket No. 000121A-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and U.S. Mail this 6th day of December, 2004 to the following:

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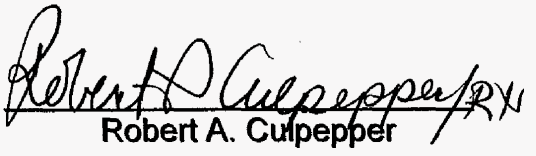

Robert A. Culpepper

(+) Signed Protective Agreement

#502166

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into the Establishment Of Operations Support Systems Permanent Performance Measures for Incumbent Local Exchange Telecommunications. Companies (BellSouth Track).	Docket No.: 000121A-TP Filed: December 6, 2004

BELLSOUTH'S RESPONSE TO LEGAL ISSUES ASSOCIATED WITH CERTAIN PROPOSED SEEM REVISIONS

During the SEEM conference call held on November 4, 2004, the parties discussed, among other things, proposed revisions to the non-technical portion of the SEEM Administrative Plan submitted by BellSouth Telecommunications, Inc. ("BellSouth"). In connection with three of BellSouth's proposed SEEM revisions, the Florida Public Service Commission Staff requested the parties to brief the legal issues associated with the proposed language.[1] Accordingly, BellSouth's proposed language, the legal issue(s) associated with such language, and BellSouth's position on such issue(s), are set forth below:

Proposed Language (SEEM, § 4.2.2): *The payment of any Tier-1 Enforcement Mechanism to a CLEC shall be credited against any liability associated with or related to BellSouth's service performance.*

Issue: *For liability arising from "out-of- service" performance or deficient performance, should the SEEM Plan contain a provision allowing BellSouth to offset from amounts owed to a CLEC, amounts already paid to such CLEC in the form of SEEM payments?*

BellSouth Position: Yes. To prevent the potential double recovery of damages by a competitive local exchange carrier ("CLEC"), the performance assessment plan ("Plan") should contain a

provision that permits BellSouth to offset from amounts owed to CLEC for liability arising out of performance, SEEM payments owed to such CLEC that arise out of such performance. As explained below, BellSouth's proposed language – language that is contained in every existing SEEM plan with the exception of Florida and Tennessee (which adopted the Florida Plan) – is a fair and reasonable approach that should be added to the Florida SEEM plan.

SEEM payments are voluntary and automatic. Such payments are made regardless of whether or not a CLEC sustained any damage associated with the performance that triggered a SEEM payment. Further, the Plan is not the CLEC's exclusive remedy for performance-related issues. Specifically, the current SEEM plan provides that ["t"]he application of the Tier-1 and Tier-2 Enforcement Mechanisms does not foreclose other legal and regulatory claims and remedies available to each ALEC."[2] Other than suggesting that acronym "ALEC" should be replaced with "CLEC", BellSouth has proposed no change to SEEM § 4.2.1.

Accordingly, under the existing Plan and under BellSouth's proposed Plan, any CLEC who believes that it has sustained performance-related damages that are above and beyond the amount of SEEM payment associated with such performance can exercise its legal and regulatory rights and remedies to seek recover such damages from BellSouth. Again, nothing in the Plan precludes a CLEC from pursuing such damages. In such cases, BellSouth simply wants to clarify on the front end that SEEM payments should not be paid twice – once in the ordinary course of

[1] BellSouth's proposed language is set forth in items 20, 30, and 38 of the SEEM Non-Technical Matrix.
[2] Section 4.2.1, Florida SEEM plan, Version 2.7, updated June 16, 2003.

business, and twice as part of a binding determination that a CLEC is entitled to damages arising out of performance. The following example illustrates BellSouth's position.

Assume that BellSouth pays CLEC "A" $1,000 in a provisioning related SEEM payment. CLEC "A" asserts that BellSouth's negligence in provisioning certain services caused CLEC "A" to sustain damages in excess of $1,000. Thereafter, CLEC "A" exercises its rights and remedies and obtains a judgment against BellSouth in the amount of $5,000. Since BellSouth has already paid CLEC "A" $1,000, BellSouth's proposed language ensures that BellSouth should pay $4,000 to satisfy the judgment. Without such language, CLEC "A" could erroneously assert that BellSouth's SEEM payment should not count towards satisfaction of the judgment and demand payment of $5,000. If successful, CLEC "A" would unjustly receive an amount in excess of its judgment, specifically a $1,000 windfall ($1,000 + $5,000). To avoid such an unjust and inequitable outcome, the Plan should explicitly state that in satisfying any liability arising out of performance, BellSouth should receive a credit equal to amounts owed in SEEM fees arising out of such performance.

Proposed Language (SEEM, § 4.4.6): *BellSouth may set off any SEEM payments to a CLEC against undisputed amounts owed by a CLEC to BellSouth pursuant to the Interconnection Agreement between the parties which have not been paid to BellSouth within ninety (90) days past the Bill Due Date as set forth in the Billing Attachment of the Interconnection Agreement.*

Issue: *Should the SEEM plan contain a set off provision? If so, under what circumstances should the set off provision apply?*

BellSouth Position: Yes. As a matter of sound public policy, the SEEM plan should contain a set off provision that permits BellSouth to set off from any SEEM payment owed to a CLEC, any undisputed past due amounts owed to BellSouth by such CLEC. The SEEM set off provision would apply in the following limited circumstances: (i) CLEC fails to pay undisputed amounts owed to BellSouth for services provided under an interconnection agreement; and (ii) such undisputed amounts owed are more than ninety (90) days past due. In such circumstances, the SEEM plan should contain a provision that protects BellSouth from paying SEEM fees to a CLEC that either cannot or will not pay BellSouth for services rendered.

Contrary to the CLECs' contentions, BellSouth's proposed set off language is not intended to apply to situations where amounts owed are legitimately and properly disputed by a CLEC in accordance with such CLEC's interconnection agreement or applicable tariff provisions. Further, BellSouth's proposed set off language is not at odds with the Supra decision issued in this docket.[3] Although BellSouth remains of the opinion that Supra abused the litigation process to avoid legitimate payment obligations, BellSouth views the Commission's decision in Supra to stand for the proposition that the Plan should not contain a provision that allows BellSouth to withhold SEEM payments pending the resolution of a legitimate billing dispute between BellSouth and a CLEC. Again, BellSouth's proposed set off provision would be limited to circumstances where there is an undisputed amount that is more than 90 days past due.

[3] Order No. PSC-02-1082-FOF-TP, issued August 8, 2002.

Given the automatic nature of SEEM payments, such a provision is necessary to protect BellSouth from CLECs that fail to pay (or dispute) bills in a timely and appropriate manner.

Proposed Language (SEEM, § 4.6.1): *If a change in law relieves BellSouth of the obligation to provide any UNE or UNE combination pursuant to Section 251 of the Act, the upon providing the Commission with 30 days written notice, BellSouth will cease reporting data or paying remedies in accordance with the change of law.*

Issue: *If there is a change of law regarding BellSouth's obligation to provide any UNE or UNE combinations pursuant to Section 251 of the Act, should BellSouth be allowed to cease reporting data or paying remedies upon providing 30 days notice?*

BellSouth Position: Yes. If a change of law relieves BellSouth from the obligation to provide certain unbundled network elements ("UNEs") or UNE combinations pursuant to Section 251 of the Telecommunications Act of 1996,[4] then BellSouth should be permitted to modify the Plan in a manner that is consistent with BellSouth's Section 251 obligations. The Plan was designed to demonstrate BellSouth's continued compliance with its Section 251 obligations. Section 251 obligations, in particular what UNEs must be provided to requesting telecommunications carriers, change over time. Accordingly, the Plan should contain a mechanism that permits BellSouth, after providing reasonable notice to the Commission and affected CLECs, to discontinue reporting data or paying SEEM fees on any delisted UNE or any other non-251 service.

[4] 47 U.S.C § 251.

Under Section 251(c), BellSouth has an obligation to provide: (i) interconnection, i.e. "the transmission and routing of telephone exchange service and exchange access" at any technically feasible point on BellSouth's network that is at least equal in quality to that provided by BellSouth to itself or its affiliates;[5] (ii) network elements and combinations of network elements on an unbundled basis (i.e. UNEs and UNE combinations) at any technical feasible point;[6] (iii) resale, i.e. to offer for resale at wholesale rates any retail telecommunication service that BellSouth offers;[7] and (iv) collocation (physical and virtual) to allow the collocation of equipment necessary for interconnection or access to UNEs.[8] BellSouth has an obligation to provide such items pursuant to rates, terms, and conditions that are just, reasonable, and non-discriminatory. By focusing on Section 251 compliance, the Plan assures that CLECs are provided with a meaningful opportunity to compete in the local market. That is, the Plan assures that CLECs are provided with non-discriminatory access to BellSouth's operations support systems ("OSS") and network upon rates, terms, and conditions that are just, reasonable, and non-discriminatory.

In fact, the first paragraph of the Commission Order that established the current Plan ("*Final Order*")[9] recognizes that the Plan is designed to ensure Section 251 compliance:

> We opened this docket to develop permanent performance metrics for the ongoing evaluation of operations support systems (OSS) provided for alternative local exchange carriers' (ALECs) use by incumbent local exchange carriers

[5] 47 U.S.C. § 251(c)(2).
[6] 47 U.S.C. § 251(c)(3).
[7] 47 U.S.C. § 251(c)(4).
[8] 47 U.S.C. § 251(c)(6).
[9] Order No. PSC-01-1819-FOF-TP, issued September 10, 2001.

> (ILECs). Associated with the performance metrics is a monitoring and enforcement program that is to ensure that ALECs receive nondiscriminatory access to the ILEC's OSS. ***Performance monitoring is necessary to ensure that ILECs are meeting their obligation to provide unbundled access, interconnection and resale to ALECs in a nondiscriminatory manner.***[10]

Although Section 251 is not mentioned, it cannot be credibly debated that the above-cited ILEC obligations arise out of some authority other than Section 251. Scattered throughout the *Final Order* are examples of the fact that the Commission designed the scope of the Plan to be commensurate with BellSouth's Section 251 obligations.

For example, the parties in this docket disagreed on whether the Plan should be implemented prior to BellSouth's receipt of in-region interLATA authority in Florida pursuant to Section 271 of the Act. In ruling that the Plan should be implemented prior to BellSouth's receipt of Section 271 authority, the Commission relied on Section 251 and stated as follows:

> Regarding when the Plan should be implemented, we agree with BellSouth that nothing in the Act requires a Performance Assessment Plan be implemented prior to 271 approval. However, nothing in the Act prevents implementation of a Performance Assessment Plan prior to 271 approval. As stated above, a Performance Assessment Plan is consistent with both state and federal law. We agree with Z-Tel witness Ford that ***BellSouth is obligated to provide ALECs with nondiscriminatory access to its OSS under the provisions of Section 251 of the Act.***[11]

Moreover, and completely contrary to the CLECs' current position, the Commission summarized the CLEC position on this issue as one based on Section 251 – "[t]he ALECs contend that because we must ensure nondiscriminatory treatment pursuant to Section 251, we must require BellSouth to implement a self-effectuating remedy plan now, not after BellSouth

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[10] *Final Order*, at p. 7 (emphasis added).

meets the criteria for Section 271 approval."[12] In fact, the CLECs' brief on this issue goes much further:

> The Commission has the legal authority to order the implementation of a self-executing remedy plan under the Telecommunications Act of 1996, with or without BellSouth's consent. By enacting the Federal Telecommunications Act of 1996, Congress mandated the opening of local telecommunications markets to competition. Specifically, ILECs like BellSouth are obligated, among other things, "to provide to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis. . ." (47 U.S.C. § 251(c)(3)). ***The Commission has oversight authority to ensure that ILECs, including BellSouth, provide nondiscriminatory access to their OSS pursuant to Section 251. . . . . The Florida Commission has the authority to enforce Section 251 and adoption of a self-executing remedies plan is simply an enforcement technique.***[13]

In fact, scattered throughout the CLECs post-hearing brief are repeated references to Section 251:

- *"Without them [performance measurements proposed by ALEC Coalition], any inroads made into the exchange access market through implementation of the requirements of Section 251 of the Telecommunications Act of 1996 cannot be sustained."*[14]

- *"Because the Commission is charged with ensuring nondiscriminatory treatment pursuant to Section 251, the Commission can and must require BellSouth to implement a self-effectuating remedy plan now . . . .*[15]

- *"BellSouth has the obligation to provide parity service to ALECs under Section 251 whether or not BellSouth applies for 271 relief.*[16]

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[11] *Final Order* at p. 140 (emphasis added).
[12] *Final Order* at p. 120.
[13] ALEC Coalition's Post-Hearing Brief, filed May 30, 2001, at p. 35 (emphasis added; citations omitted).
[14] ALEC Coalition's Post-Hearing Brief, filed May 30, 2001, at p. 1.
[15] ALEC Coalition's Post-Hearing Brief, filed May 30, 2001, at p. 36.
[16] ALEC Coalition's Post-Hearing Brief, filed May 30, 2001, at p. 42.

- *"The Act requires BellSouth to provide interconnection with its network . . . [in accordance with] Section 251(c)(2)(C)"*[17]

Now, following BellSouth's receipt of long distance authority in Florida and BellSouth's continued success in providing service at or above a level that warranted Section 271 authority, the CLECs erroneously assert that the Plan's scope should be extended to enforce BellSouth's Section 271 and state law obligations.[18]

From a state law perspective, the Commission recognized in the *Final Order* that under Section 251(d)(3) of the Act any applicable state law, to be legally sustainable, must be consistent with federal law regarding the implementation of the requirements of sections 251 and 252 of the Act.[19] From a federal law perspective, the Federal Communications Commission ("FCC") is empowered with the authority to determine what elements (if any) that an incumbent local exchange carrier ("ILEC") must offer on an unbundled basis pursuant to Section 251. Indeed, in the *Triennial Review Order ("TRO"),*[20] the FCC substantially modified the list of Section 251 UNEs, including the elimination of line sharing as a UNE.[21] Regarding its impairment determinations under Section 251, the FCC noted that:

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[17] ALEC Coalition's Post-Hearing Brief, filed May 30, 2001, at pp. 74-75.

[18] CLEC Coalition's Issues List and Comments, filed September 13, 2004, at p. 2 (asserting that "[s]eparate from its obligations under Section 251, BellSouth continues to be obligated under Section 271 of the Telecommunications Act of 1996 and Florida statutes.").

[19] *Final Order* at pp. 117-118.

[20] Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, et al.,* CC Docket No. 01-338, *et al.,* FCC 03-36, (rel. August 21, 2003)(*"Triennial Review Order"*), *affirmed in part and reversed in part, United States Telecom Ass'n v. FCC,* 359 F.3d 554 (D.C. Cir. 2004)(*"USTA II"*).

[21] *TRO* at ¶ 258.

> If a decision pursuant to state law were to require the unbundling of a network element for which this Commission has either found no impairment – and thus has found that unbundling that element would conflict with the limits in section 251(d)(2) – of otherwise declined to require unbundling on a national basis, we believe it unlikely that such decision would fail to conflict with and "substantially prevent" implementation of the federal regime, in violation of section 251(d)(3). Similarly, we recognize that in at least some instances existing state requirements will not be consistent with our new framework and may frustrate its implementation. It will be necessary in those instances for the subject states to amend their rules and to alter their decision to conform to our rules.[22]

In short, the FCC has made clear that where the FCC has found "no impairment", any state commission decision imposing the same obligation rejected by the FCC, will almost invariably be preempted under 47 U.S.C. § 251(d)(3). Accordingly, the Commission should reject the CLECs' contention that state law obligations should somehow be invoked to prevent BellSouth from modifying the Plan in a manner consistent with its Section 251 obligations. In any event, the CLECs' current position regarding state law appears to be completely contrary to the CLEC position in 2001 wherein the CLECs adamantly asserted that state law must yield to controlling federal law: ***"Because the Commission's authority to establish performance measures, standard and self-executing remedies is based on authority delegated to it by the Act, under the Supremacy Clause, any contrary Florida law would not preclude adoption of such a plan."***[23]

The Commission should also disregard arguments that Section 271 of the Act somehow prevents BellSouth's change of law proposal. Section 271 of the Act sets forth the conditions that a Bell Operating Company ("BOC") such as BellSouth must meet to enter the in-region

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[22] *TRO* at ¶ 195.

interLATA long distance market. From a Section 271 perspective, the Plan is designed to prevent performance "backsliding" after BellSouth received long distance authority in Florida. In granting BellSouth long distance authority in Florida, the FCC noted that:

> [W]e find that the existing Service Performance Measurements and Enforcement (SEEM) plans currently in place for Florida and Tennessee provide assurance that these local markets will remain open after BellSouth receives section 271 authorization. . . . . Although it is not a requirement for section 271 authority that a BOC be subject to such performance assurance mechanisms, the Commission has previously found that the existence of a satisfactory performance monitoring and enforcement mechanism is probative evidence that the BOC will continue to meeting its section 271 obligations after a grant of such authority.[24]

BellSouth's Section 271 obligations include the obligation to provide "[n]ondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1)."[25] Stated differently, the so-called checklist "item two" incorporates into Section 271 the Section 251 UNE obligations of a Bell Operating Company ("BOC"), such as BellSouth. Accordingly, from a Section 271 perspective, the Plan is designed to prevent checklist item two performances backsliding, i.e. backsliding in meeting Section 251 obligations.

Although checklist items four, five, six, and ten require a BOC to provide unbundled access to local loops, local transport, local switching and call-related databases, [26] the FCC and the D.C. Circuit have determined that these so-called independent Section 271 unbundling

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[23] ALEC Coalition's Post-Hearing Brief, filed May 30, 2001, at p. 35 (emphasis added).

[24] Memorandum Opinion and Order, *In the Matter of Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Authorization To Provide In-Region, InterLATA Services in Florida and Tennessee,* WC-Docket No. 02-307, FCC 02-331 (rel. December 19, 2002) ("*BellSouth Florida/Tennessee Order*")., at ¶ 167.

[25] 47 U.S.C. § 271(c)(2)(B)(ii).

[26] *Id.*

obligations are not subject to requirements of Section 251(c)(3).[27] Further, under Section 271(d)(6), the FCC retains the exclusive jurisdiction to enforce Section 271 obligations, including the power to suspend or revoke any previously granted long distance approval. The FCC noted the same in its Order granting BellSouth long distance authority in Florida: "We also stand ready to exercise our various statutory enforcement powers under section 271(d)(6) quickly and decisively to ensure that the local market remains open in Florida and Tennessee."[28] In sum, it is for the FCC (and not the states) to ensure that BellSouth meets its Section 271 obligations, including its unbundling obligations under checklist items four, fix, six, and ten. As such, it is inappropriate and unlawful to extend the Plan's scope to include Section 271 obligations.

Additionally, in connection with the recently released *Interim Rules Order,* the FCC solicited comments regarding the interplay between Sections 251 and 271.[29] Several parties, including BellSouth, have filed comments and reply comments on this issue (and other issues), and Chairman Powell has committed to adopting permanent unbundling rules by December 15, 2004. Given the likelihood that the FCC may offer some additional guidance in the not too distant future regarding the interplay between Sections 251 and 271, it makes little sense for the Commission to forge ahead now and attempt to expand the Plan's scope beyond Section 251.

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[27] *USTA II,* 359 F.3d at 590 ("We agree with the Commission that none of the requirements of § 251(c)(3) applies to items four, five, six and ten on the § 271 competitive checklist.")

[28] *BellSouth Florida/Tennessee Order,* at ¶ 171.

[29] Specifically, the FCC sought comments on several matters including "how various incumbent LEC service offerings and obligations, such as tariffed offerings and BOC section 271 access obligations, fit into the Commission's unbundling framework." Order and Notice of Proposed Rulemaking, *In the Matter of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-179, (rel. August 20, 2004) ("*Interim Rules Order*") at ¶ 9.

Refusing to extend the Plan's scope beyond Section 251 is also consistent with this Commission's SEEM line sharing decision issued in this docket.[30] As the Commission is well aware, last October BellSouth filed a petition requesting the removal of all line sharing penalties from SEEM based on the fact that in the *TRO* the FCC concluded that CLECs were not impaired without unbundled access to the high frequency portion of the loop and therefore relieved ILECs from any obligation to provide line sharing as a UNE, subject to a transitional period.[31] The CLECs opposed BellSouth's petition on numerous grounds, including the assertion that BellSouth has an obligation to provide line sharing pursuant to checklist item four of Section 271. Ultimately, the Commission decided that line sharing would remain in the Plan consistent with the transitional plan outlined in the *TRO* regarding the phasing out of line sharing under Section 251:

> In conclusion, we find that BellSouth shall continue to report and pay all line sharing penalties in the SEEM plan through October 2004 for the four ordering performance measurements . . . . In addition, we find that BellSouth shall continue to report and pay line sharing penalties for the five maintenance and repair performance categories until the three-year transitional period outlined by the FCC in the TRO end in October 2006. ***We note that these findings reflect the current status of the law and we recognize that the current law may change during the time frames outlined above.***[32]

BellSouth filed its line sharing petition in October 2003. The Commission issued its Order on BellSouth's petition seven months later, in May 2004. In its Order, the Commission: (i)

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[30] Order No. PSC-04-0511-PAA-TP, issued May 19, 2004.

[31] *TRO* at ¶¶ 258-265.

[32] Order No. PSC-04-0511-PAA-TP, issued May 19, 2004, at p. 13 (emphasis added).

modified the Plan in a manner consistent with BellSouth's Section 251 obligations; and (ii) recognized that the Plan should track the current status of the law and that the law may change over time.

In many respects, the Commission's SEEM line sharing Order is straightforward. In a similar fashion, BellSouth's proposal is nothing more than a straightforward mechanism that allows the Plan to be modified in an appropriate manner in a timely fashion. Rather than waiting seven months (as was the case with line sharing) to amend the Plan in a manner consistent with Section 251 obligations, BellSouth's proposal encourages efficiency with respect to Plan modifications and provides all interested parties with a reasonable opportunity (30 days) to object or otherwise question any Section 251-related proposed Plan modification.

Additionally, refusing to extend the Plan's scope beyond ensuring continued Section 251 obligations makes sense from a contractual perspective. The Plan, standing alone, does not entitle a CLEC to SEEM payments. Instead, the Plan is essentially incorporated by reference into BellSouth/CLEC Section 251 interconnection agreements (see attachment 9 to BellSouth's standard interconnection agreement). BellSouth's standard interconnection agreement does not provide any service or element that BellSouth is required to provide solely pursuant to Section 271. Instead, such services are offered pursuant to commercially negotiated agreements that are outside the scope of Sections 251 and 252. Thus, to consider extending the Plan's scope to include Section 271 obligations would create an illogical and unworkable inconsistency between the Plan and the Section 251/252 interconnection agreements that are subject the Plan.

The FCC recognized and anticipated that the Plan would change over time. Further, the FCC indicated, without any apparent concern, that the Plan would evolve towards a more commercially reasonable type of remedy plan:

> We have not mandated any particular penalty structure and we recognize different structures can be equally effective. **We also recognize that the development and implementation of performance measures and appropriate remedies is an evolutionary process that requires changes to both measures and remedies over time.** . . . . We anticipate that the parties will continue to build on their own work and the work of other states to ensure that such measures and remedies to accurately reflect actual commercial performance in the local marketplace.[33]

Again, BellSouth's proposal is a straightforward mechanism that allows the Plan to be revised in a timely fashion based on changes in its Section 251 obligations. Moreover, BellSouth's proposal builds on the work, resources, and lessons learned in attempts to revise the current Plan. The CLECs' contentions regarding Section 271 and state law obligations fail to address the following facts: First, Section 251 is the portion of the Act that is designed to facilitate competition in the local market, thus the appropriate scope of a performance measurement plan should focus on assuring compliance with Section 251 obligations. Second any state law obligations that are applicable to the Plan must be consistent with federal obligations, otherwise such state law obligations are preempted pursuant to Sections 251(d)(3) and 261(c).[34] Finally, the authority to enforce Section 271 obligations resides exclusively with the FCC, and thus it is inappropriate to extend the Plan's scope to encompass Section 271 obligations.

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[33] *BellSouth Florida/Tennessee Order,* at ¶ 170.

[34] 47 U.S.C. § 261(c)(allowing state commissions to enforce regulations "that are necessary to further competition in the provision of telephone exchange service or exchange access, as long as the State's requirements are not inconsistent with this part or the Commission's regulations to implement this part.")

Respectfully submitted this 6th day of December 2004.

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BELLSOUTH®

Florida Proposed Deleted/Modified Measures

12/03/2004

Contents

Operations Support Systems (OSS)

OSSRI: OSS Response Interval (Pre-Ordering/Ordering/Maintenance & Repair)

Definition

The response interval is the average/percentage of time to retrieve pre-order/order/maintenance and repair information from a given legacy system.

Exclusions

- Syntactically Incorrect queries
- Scheduled OSS Maintenance
- Test Transactions/Records

Business Rules

OSS Response Interval is designed to monitor the time required for the CLEC and BellSouth interface systems to obtain, from BellSouth's legacy systems, the information required to handle Preordering/Ordering/Maintenance and Repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the appropriate response has been transmitted through same point to the requester.

The average response interval for retrieving Preorder/Order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The following systems are observed in the PreOrdering/Ordering OSS Response Interval measurement: RSAG-Address, RSAG-TN, ATLAS, COFFI, DSAP, and CRIS.

The percent response interval for retrieving Maintenance and Repair information from a given legacy system is determined by dividing the number of responses returned within 10 seconds by the total number of queries submitted in the reporting period and multiplying by 100.

The following systems are observed in the Maintenance and Repair OSS Response Interval measurement: CRIS, DLETH, DLR, LMOS, LMOSupd, LNP Gateway, MARCH, OSPCM, Predictor, SOCS, and NIW.

Calculation

PreOrdering/Ordering OSS Response Interval = (a - b)

- a = Date and time of legacy response
- b = Date and time of legacy request

PreOrdering/Ordering Average Response Interval = (c / d)

- c = Sum of response intervals
- d = Number of legacy requests during the reporting period

Maintenance and Repair OSS Response Interval = (a - b)

- a = Query Response Date and time
- b = Query Request Date and time

Maintenance and Repair Percent Response Interval (per category) = (c / d) X 100

- c = Number of responses returned within 10 seconds
- d= Number of queries submitted in the reporting period

Report Structure

- PreOrdering/Ordering OSS Average Response Interval
- Maintenance and Repair OSS Percent Response Interval
  - Legacy System/Interface Specific
  - Geographic Scope
    - Region

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Legacy System / Interface

SQM Analog/Benchmark

PreOdering/Ordering OSS Response Average Interval

- Regional Level, Parity + 2 seconds

Maintenance and Repair OSS Response Average Interval

- Regional Level, Per OSS Interface ..... Parity with Retail

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

~~OSS-2~~ IA: ~~OSS~~ Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair)

Definition

~~Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)~~

This measure captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. "Functional Availability" is defined as the number of hours in the reporting period the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period the applications/interfaces are scheduled to be available.

Exclusions

~~Scheduled OSS Maintenance~~

Business Rules

~~This measurement captures the functional~~ The Interface Availability calculation is based upon availability of applications and ~~/~~interfaces~~ge~~s applications utilized by CLECs for pre-ordering, ordering, and maintenance & repair. ~~as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure.~~

- Full outages are defined as occurrences of either of the following:
  - Application/Interface application is down or totally inoperative
  - Application is totally inoperative for customers attempting to access or use the application (this includes transport outages when they may be directly associated with a specific application)
- ~~Loss of Functionality outages are defined as: A critical function that is normally performed by the CLEC ... by an application or system is temporarily unavailable to the CLEC.~~

~~Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.~~

~~(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)~~

Calculation

~~OSS~~ Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair) = (a- ~~/~~b)/a X 100

- a = ~~Functional~~ Scheduled Availability Minutes
- b = ~~Scheduled Availability~~ Full Outage Minutes

Report Structure

- ~~Interface Type~~
- ~~Not CLEC Specific~~
- Legacy System/Interface Specific
- ~~Not Product/Service Specific~~
- Geographic Scope
  - Region~~al Level~~

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Report Month~~
- ~~Legacy Contract Type (per reporting dimension)~~
- ~~Regional Scope~~
- ~~Hours of Downtime~~

~~Relating to BellSouth Performance~~

- ~~Report Month~~
- ~~Legacy Contract Type (per reporting dimension)~~
- ~~Regional Scope~~
- ~~Hours of Downtime~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Interface Availability (Full Outages) ~~Regional Level, Per OSS Interface~~	>= 99.5%

(See Appendix ~~D~~ C: Interface Tables for SQM ~~OSS~~ Availability)

SEEM Measure

SEEM	Tier I	Tier II
Yes		X

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
~~• Regional Level, Per OSS Interface~~	~~>= 99.5%~~

~~(See Appendix D: Tables for SEEM OSS Availability)~~

BMIA: UNE Bulk Migration Batch Scheduler Availability (Pre-Ordering)

Definition

This measure captures the functional availability of the UNE Bulk Migration Batch Scheduler application as a percentage of scheduled availability for the same system. Scheduled availability is posted on the PMAP website (http://pmap.bellsouth.com/content/documentation.aspx).

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Scheduled Downtime for Maintenance

Business Rules

The Interface Availability calculations are based upon availability of UNE Bulk Migration Batch Scheduler application utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period the UNE Bulk Migration Batch Scheduler is available to users. "Scheduled Availability" is defined as the number of hours in the reporting period the UNE Bulk Migration Batch Scheduler is scheduled to be available. Outages occur when: The application is totally inoperative for customers attempting to access or use the application (this includes transport outages when they may be directly associated with a specific application)

Calculation

Interface Availability = (a - b) / a X 100

- a = Scheduled Availability Minutes
- b = Full Outage Minutes

Report Structure

- Geographic Scope
  - Region

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• UNE Bulk Migration Batch Schedule Availability	Diagnostic

SEEM Measure

SEEM	Tier I	Tier II
No		

Provisioning

~~P-1~~ HOI: ~~Mean~~ Held Order Interval ~~& Distribution Intervals~~

Definition

This report measures ~~When~~ delays ~~occur~~ in completing CLEC orders~~, the average period that CLEC orders are held for~~ due to BellSouth reasons~~, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders.~~ This report is based on orders still pending, held and past their committed due date at the end of the reporting period~~. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)~~

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders~~, Test Orders, etc.~~,~~ which may be ~~) Test~~ order types ~~may be~~ C, N, R, or T).
- Disconnect ~~(D) & From (F) o~~Orders
- **Orders with Appointment Code of 'A', i.e., orders for locations requiring special construction including locations where no address exists and a technician must make a field visit to determine how to get facilities to the location.**
- Listing Orders

Business Rules

~~Mean Held Order Interval:~~ This metric is computed at the close of each reporting period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order~~, and, identifying all orders that have been reported as completed in SOCS after the currently committed due date for the order.~~ For each ~~such~~ held order, the interval is determined from the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period, ~~is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held.~~ The total number of held order days are accumulated ~~in a category is~~ and then divided by the number of held orders ~~within the same category~~ to produce the mean held order interval. The interval is ~~by~~ expressed in calendar days with no exclusions for Holidays or Sundays.

~~CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.~~

~~Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).~~

Calculation

Mean Held Order Interval = a / b

- a = Sum of held-over-days for all held ~~past due orders Held with a BellSouth Missed Appointment from the earliest BellSouth missed appointment~~
- b = Total n~~N~~umber of held ~~past due~~ orders ~~held and pending but not completed and past the committed due~~ date

~~**Held Order Distribution Interval (for each interval)** = (c / d) X 100~~

- ~~c = # of orders held for >= 15 days or # of orders held for >= 90 days~~
- ~~d = Total # of past due orders held and pending but not completed)~~

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- ~~Circuit Breakout < 10, >= 10 (except trunks)~~
- ~~Dispatch/Non-Dispatch~~
- Geographic Scope
  - State
  - ~~Region~~

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Report Month~~
- ~~CLEC Order Number and PON (PON)~~
- ~~Order Submission Date (TICKET_ID)~~
- ~~Committed Due Date (DD)~~
- ~~Service Type (CLASS_SVC_DESC)~~
- ~~Hold Reason~~
- ~~Total Line/Circuit Count~~
- ~~Geographic Scope~~

~~Note: Code in parentheses is the corresponding header found in the raw data file.~~

~~Relating to BellSouth Performance~~

- ~~Report Month~~
- ~~BellSouth Order Number~~
- ~~Order Submission Date~~
- ~~Committed Due Date~~
- ~~Service Type~~
- ~~Hold Reason~~
- ~~*Total Line/Circuit Count*~~
- ~~Geographic Scope~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence (Non-Design)	Retail Residence (Non-Design)
Resale Business (Non-Design)	Retail Business (Non-Design)
Resale Design	Retail Design
~~Resale PBX~~	~~Retail PBX~~
~~Resale Centrex~~	~~Retail Centrex~~
~~Resale ISDN~~	~~Retail ISDN~~
~~LNP (Standalone)~~	~~Retail Residence and Business (POTS)~~
~~INP (Standalone)~~	~~Retail Residence and Business (POTS)~~
2W UNE Analog Loop (Design)	Retail Residence, ~~and~~ Business, and Design (Dispatch)
2W UNE Analog Loop (Non-Design)	Retail Residence and Business – (POTS (Excluding Switch Based Orders)
~~2W Analog Loop with LNP- Non-Design~~	~~Retail Residence and Business – (POTS Excluding Switch-Based Orders)~~
~~2W Analog Loop with INP-Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop with INP-Non-Design~~	~~Retail Residence and Business – (POTS Excluding Switch-Based Orders)~~
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
~~Dispatch In~~	~~Dispatch In~~

~~Switch Based~~ ~~Switched Based~~
- UNE EELs ..... Retail DS1/DS3
- ~~UNE Switch Ports~~ ..... ~~Retail Residence and Business (POTS)~~
- ~~UNE Combo Other~~ ..... ~~Retail Residence, Business and Design Dispatch~~
- UNE xDSL (HDSL, ADSL and UCL) ..... ADSL Provided to Retail
- **UNE ISDN ~~(Includes UDC)~~** ..... **Retail ISDN – BRI**
- UNE Line Splitting ..... ADSL Provided to Retail
- ~~UNE Line Sharing~~ ..... ~~ADSL Provided to Retail~~
- UNE Other Design ..... ~~Retail Design~~ Diagnostic
- UNE Other Non-Design ..... ~~Retail Residence and Business~~ Diagnostic
- ~~Local Transport (Unbundled Interoffice Transport)~~ ..... ~~Retail DS1/DS3 Interoffice~~
- Local Interconnection Trunks ..... ~~Parity with~~ Retail Trunks

SEEM Measure

SEEM	Tier I	Tier II
No		

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~ ~~SEEM Analog/Benchmark~~
- ~~Not Applicable~~ ..... ~~Not Applicable~~

P-1 HOI: ~~Mean Held Order Interval & Distribution Intervals~~

~~P-2A~~ JNI: Jeopardy Notice Interval

Definition

~~When BellSouth can determine, in advance, that a committed due date is in jeopardy for facility delay, it BellSouth will provide advance notice to the CLEC.~~ This report measures the percentage of jeopardy notices that BellSouth provides in advance to the CLECs indicating a committed due date is in jeopardy due to a facility delay.

~~The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the due date of the order.~~

Exclusions

- ~~Orders held for CLEC end user reasons~~
- Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc., which may be order types C, N, R, or T).
- Disconnect ~~(D) and From (F) o~~Orders
- Orders ~~with~~ jeopardyized ~~Notice when jeopardy is identified~~ on the due date. This exclusion only applies when the technician on premises has attempted to provide service but must refer to Engineer or Cable Repair for facility jeopardy.
- Orders issued with a due date of <= less than 48 hours
- Listing Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. ~~The number of committed orders in a report period is the number of o~~Orders that have a due date in the reporting period are included in the calculation. The interval is calculated using the date/time the notice is released to the CLEC/BellSouth systems until 5 PM on the due date of the order. ~~Jeopardy notices for interconnection trunk results are usually zero as these trunks seldom experience facility delays. The Committed Due Date is considered the Confirmed Due Date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.~~

Calculation

~~**Jeopardy Interval** = a - b~~

- ~~a = Date and time of scheduled due date on service order~~
- ~~b = Date and time of jeopardy notice~~

~~**Average Jeopardy Interval** = c / d~~

- ~~c = Sum of all jeopardy intervals~~
- ~~d = Number of orders notified of jeopardy in reporting period~~

Percentage of Orders Given Jeopardy Notice >= 48 Hours = (a / b) X 100

- a= Number of orders given jeopardy notice >= 48 hours in the reporting period (electronic only)
- b = Number of orders given jeopardy notices in the reporting period (electronic only)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- ~~Mechanized Orders~~
- ~~Non-Mechanized Orders~~
- ~~Dispatch/Non-Dispatch~~
- Geographic Scope
  - State
  - ~~Region~~

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence	95% >= 48 hours
Resale Business	95% >= 48 ho
Resale Design	95% >= 48 hours
Resale PBX	95% >= 48 hours
Resale Centrex	95% >= 48 hours
Resale ISDN	95% >= -
LNP (Standalone)	95% >= 48 hours
INP (Standalone)	95% >= 48 hours
2W Analog Loop Design	95% >= 48 hours
2W Analog Loop Non-Design	95% >= 48 hours
2W Analog Loop with LNP - Design	95% >= 48 hours
2W Analog Loop with LNP- Non-Design	95% >= 48 hours
2W Analog Loop with INP-Design	95% >= 48 hours
2W Analog Loop with INP-Non-Design	95% >= 48 hours
UNE Digital Loop < DS1	95% >= 48 hours
UNE Digital Loop >= DS1	95% >= 48 hours
UNE Loop + Port Combinations	95% >= 48 hours
- Dispatch In	- Dispatch In
- Switch Based	- Switch Based
EELs	95% >= 48 hours
UNE Combo Other	95% >= 48 hours
UNE xDSL (HDSL, ADSL and UCL)	95% >= 48 hours
UNE ISDN (Includes UDC)	95% >= 48 hours
UNE Line Sharing	95% >= 48 hours
UNE Line Splitting	95% >= 48 hours
UNE Other Design	95% >= 48 hours
UNE Other Non-Design	95% >= 48 hours
Local Transport (Unbundled Interoffice Transport)	95% >= 48 hours
Local Interconnection Trunks	95% >= 48 hours
Jeopardy Notices	95% >= 48 hours

SEEM Measure

SEEM	Tier I	Tier II
No		

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
• ~~Not Applicable~~	~~Not Applicable~~

P-2A JNI: Jeopardy Notice Interval

~~P-3~~ PMIA: Percent Missed ~~Initial~~ Installation Appointments

Definition

~~"Percent missed initial installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth.~~ This report measures ~~is~~ the percentage of total orders ~~processed~~ for which BellSouth is unable to complete the service orders on the committed due dates ~~and reported for Total misses and End User Misses~~.

Exclusions

- ~~Orders e~~Canceled Service Orders ~~prior to the due date including orders that are to be provisioned on the same day they are placed. ("Zero Due Date Orders")~~
- Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders~~ Test Orders, etc., which may be o~~O~~rder types ~~may be coded~~ C, N, R or T)
- Disconnect ~~(D) & From (F) o~~Orders
- ~~End User Misses~~
- Listing Orders

Business Rules

~~Percent Missed Initial Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end user reasons will be excluded and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code, used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.~~ All Service orders are considered as met, unless the first missed appointment code is due to BellSouth company reasons.

Calculation

Percent Missed Installation Appointments = (a / b) X 100

- a = Number of orders ~~with Completion date in reporting period past the original committed due date~~ where the installation appointment is not met
- b = Total number of orders completed during the ~~in~~ reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- ~~Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)~~
- ~~Dispatch/Non-Dispatch (except Trunks)~~
- Geographic Scope
  - State
  - ~~Region~~

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Report Month~~
- ~~CLEC Order Number and PON (PON)~~
- ~~Committed Due Date (DD)~~
- ~~Completion Date (CMPLTN DD)~~

- Status Type
- Status Notice Date
- Standard Order Activity

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Committed Due Date (DD)
- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence (Non-Design)	Retail Residence (Non-Design)
Resale Business (Non-Design)	Retail Business (Non-Design)
Resale Design	Retail Design
Resale PBX	Retail PBX
Resale Centrex	Retail Centrex
Resale ISDN	Retail ISDN
LNP/INP (Standalone)	Retail Residence and Business (POTS)
INP (Standalone)	Retail Residence and Business (POTS)
2W UNE Analog Loop (Design)	Retail Residence, and Business and Design (Dispatch)
2W UNE Analog Loop (Non-Design)	Retail Residence and Business – (POTS (Excluding Switch Based Orders)
2W Analog Loop With LNP - Design	Retail Residence and Business Dispatch
2W Analog Loop With LNP - Non-Design	Retail Residence and Business – (POTS Excluding Switch Based Orders)
2W Analog Loop With INP Design	Retail Residence and Business Dispatch
2W Analog Loop With INP Non-Design	Retail Residence and Business – (POTS Excluding Switch Based Orders)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
- Dispatch In	- Dispatch In
- Switch Based	- Switched Based
UNE Switch Ports	Retail Residence and Business (POTS)
UNE Combo Other	Retail Residence, Business and Design Dispatch
UNE EELs	Retail DS1/DS3
UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
- Without Conditioning	- Without Conditioning
- With Conditioning	- With Conditioning (BellSouth does not offer this service to Retail)
UNE ISDN	Retail ISDN - BRI
UNE Line Sharing Splitting Without Conditioning	ADSL Provided to Retail
With Conditioning	ADSL Provided to Retail
UNE Other Design	Diagnostic Retail Design
UNE Other Non-Design	Diagnostic
Local Transport (Unbundled Interoffice Transport)	Retail DS1
Local Interconnection Trunks	Parity with
UNE Line Splitting Without Conditioning	ADSL Provided to Retail
With Conditioning	ADSL Provided to Retail
UNE UDC/IDSL	Retail ISDN - BRI

P-3 PMIA: Percent Missed Initial Installation Appointments

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
~~Resale Residence~~	~~Retail Residence~~
~~Resale Business~~	~~Retail Business~~
~~Resale Design~~	~~Retail Design~~
~~Resale PBX~~	~~Retail PBX~~
~~Resale Centrex~~	~~Retail Centrex~~
~~Resale ISDN~~	~~Retail ISDN~~
~~LNP (Standalone)~~	~~Retail Residence and Business (POTS)~~
~~INP (Standalone)~~	~~Retail Residence and Business (POTS)~~
~~2W Analog Loop Design~~	~~Retail Residence, and Business Dispatch~~
~~2W Analog Loop Non-Design~~	~~Retail Residence and Business (POTS (Excluding Switch-Based Orders)~~
~~2W Analog Loop With LNP - Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop With LNP- Non-Design~~	~~Retail Residence and Business (POTS Exeluding Switch-Based Orders)~~
~~2W Analog Loop With INP-Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop With INP-Non-Design~~	~~Retail Residence and Business (POTS Exeluding Switch-Based Orders)~~
~~UNE Digital Loop < DS1~~	~~Retail Digital Loop < DS1~~
~~UNE Digital Loop>= DS1~~	~~Retail Digital Loop >=DS1~~
~~UNE Loop + Port Combinations~~	~~Retail Residence and Business~~
~~- Dispatch In~~	~~Dispatched In~~
~~- Switch Based~~	~~Switch Based~~
~~EELs~~	~~Retail DS1/DS3~~
~~UNE Switch Ports~~	~~Retail Residence and Business (POTS)~~
~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
~~UNE xDSL (HDSL, ADSL and UCL)~~	~~ADSL Provided to Retail~~
~~- Without Conditioning~~	~~Without Conditioning~~
~~- With Conditioning~~	~~With Conditioning (BellSouth does not offer this service to Retail)~~
~~UNE ISDN~~	~~Retail ISDN - BRI~~
~~UNE Line Splitting Without Conditioning~~	~~ADSL Provided to Retail~~
~~With Conditioning~~	~~ADSL Provided to Retail~~
~~UNE Line Sharing Without Conditioning~~	~~ADSL Provided to Retail~~
~~With Conditioning~~	~~ADSL Provided to Retail~~
~~Local Transport (Unbundled Interoffice Transport)~~	~~Retail DS1/DS3 Interoffice~~
~~Local Interconnection Trunks~~	~~Parity with Retail~~
~~UNE Other Design~~	~~Retail Design~~
~~UNE Other Non-Design~~	~~Retail Residence and Business~~
~~UNE UDC/IDSL~~	~~Retail ISDN - BRI~~

P-3 PMIA: Percent Missed ~~Initial~~ Installation Appointments

~~P-4~~ OCI: ~~Average~~ Order Completion Interval (OCI) ~~& Order Completion Interval Distribution~~

Definition

This report measures ~~The "a~~ s the interval of time it takes BellSouth to provide service for the CLEC or its own customers. ~~time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.~~

Exclusions

- Canceled Service Orders
- Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders,~~ Test Orders, etc., which may be order types C, N, R or T)
- Disconnect ~~(D & F)~~ orders ~~(Except "D" orders associated with LNP Standalone)~~
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- CLEC/End user-caused misses
- Listing Orders

Business Rules

The ~~actual~~ completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC/SOCS date time-stamp indicating receipt of an order (application date) from the CLEC to BellSouth's ~~actual~~ order completion date. ~~The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.~~ Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) ~~in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work non-dispatched) or field orders (dispatched).~~ Orders can be either dispatch or non-dispatch.

~~The interval breakout for UNE and Design is: 1 - 5 = 0 <= 5, 5 - 10 = 5 <= 10, 10 - 15 = 10 <= 15, 15-20 = 15 <= 20, 20-25 = 20 <= 25, 25-30 = 25 <= 30, >= 30 = 30 and greater.~~

Only valid business days will be included in the calculation of this interval. Valid business days may be found at the following website: (http://www.interconnection.bellsouth.com/#localorderinghandbook/intervalguide).

Calculation

Order Completion Interval = (a - b)

- a = Completion Date
- b = FOC/ or SOCS date time-stamp (application date)

Average Order Completion Interval = (c / d)

- c = Sum of all completion intervals
- d = Count of orders completed in the reporting period

~~**Order Completion Interval Distribution (for each interval)** = (e / f) X 100~~

- ~~e = Service Orders Completed in "X" days~~
- ~~f = Total Service Orders Completed in Reporting Period~~

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- ~~Residence and Business reported in day interval: = 0,1,2,3,4,5,5+~~
- ~~UNE and Design reported in day intervals =0-5,, 10,10-15,15-20,20-25,25-30, >= 30~~
- All Levels are reported < ~~10~~ 6 lines/circuits; >= ~~10~~ 6 lines/circuits (except trunks)
- Geographic Scope
  - State
  - ~~Region~~

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Report Month~~
- ~~CLEC Company Name~~
- ~~Order Number (PON)~~
- ~~Application Date and Time~~
- ~~Completion Date (CMPLTN_DT)~~
- ~~Service Type (CLASS_SVC_DESC)~~
- ~~Geographic Scope~~

~~Note: Code in parentheses is the corresponding header found in the raw data file.~~

~~Relating to BellSouth Performance~~

- ~~Report Month~~
- ~~BellSouth Order Number~~
- ~~Order Submission Date and Time~~
- ~~Order Completion Date and Time~~
- ~~Service Type~~
- ~~Geographic Scope~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence (Non-Design)	Retail Residence (Non-Design)
• Resale Business (Non-Design)	Retail Business (Non-Design)
• Resale Design	Retail Design
• ~~Resale PBX~~	~~Retail PBX~~
• ~~Resale Centrex~~	~~Retail Centrex~~
• ~~Resale ISDN~~	~~Retail ISDN~~
• LNP/INP (Standalone)	Retail Residence and Business (POTS)
• ~~INP (Standalone)~~	~~Retail Residence and Business (POTS)~~
• ~~2W~~ UNE Analog Loop (Design)	Retail Residence, ~~and~~ Business and Design (Dispatch)
• ~~2W~~ UNE Analog Loop (Non-Design)	Retail Residence and Business ~~(POTS Excluding Switch-Based Orders)~~ Dispatch
• ~~2W Analog Loop with LNP - Design~~	~~Retail Residence and Business Dispatch~~
• ~~2W Analog Loop with LNP- Non-Design~~	~~Retail Residence and Business (POTS Excluding Switch-Based Orders)~~
• ~~2W Analog Loop with INP- Design~~	~~Retail Residence and Business Dispatch~~
• ~~2W Analog Loop with INP- Non-Design~~	~~Retail Residence and Business (POTS Excluding Switch-Based Orders)~~
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	Retail Residence and Business
~~- Dispatch In~~	~~Dispatch In~~
~~- Switch Based~~	~~Switch Based~~

P-4 OCI: Average Order Completion Interval (OCI) ~~& Order Completion Interval Distribution~~

- UNE EELs ..... Retail DS1/DS3
- ~~UNE Switch Ports~~ ..... ~~Retail Residence and Business (POTS)~~
- ~~UNE Combo Other~~ ..... ~~Retail Residence, Business and Design Dispatch~~
- UNE xDSL (HDSL, ADSL and UCL)
  - without conditioning ..... <= ~~5~~ 6 Days
  - with conditioning ..... <= 12 Days
- UNE ISDN ..... Retail ISDN - BRI
- ~~UNE Line Sharing without Conditioning~~ ..... ~~ADSL Provided to Retail with Conditioning~~ ..... ~~<= 2 Days~~
- UNE Line Splitting without Conditioning ..... ADSL Provided to Retail with Conditioning <= 12 Days
- ~~Local Transport (Unbundled Interoffice Transport)~~ ..... ~~Retail DS1/DS3 Interoffice~~
- UNE Other Design ..... ~~Retail Design~~ Diagnostic
- UNE Other Non-Design ..... ~~Retail Residence and Business~~ Diagnostic
- ~~UNE UDC/IDSL~~ ..... ~~Retail ISDN - BRI~~
- Local Interconnection Trunks ..... ~~Parity with~~ Retail Trunks

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
~~Resale Residence~~	~~Retail Residence~~
~~Resale Business~~	~~Retail Business~~
~~Resale Design~~	~~Retail Design~~
~~Resale PBX~~	~~Retail PBX~~
~~Resale Centrex~~	~~Retail Centrex~~
~~Resale ISDN~~	~~Retail ISDN~~
~~LNP (Standalone)~~	~~Retail Residence and Business (POTS)~~
~~INP (Standalone)~~	~~Retail Residence and Business (POTS)~~
~~2W Analog Loop Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop Non-Design~~	~~Retail Residence and Business (POTS Excluding Switch Based Orders)~~
~~2W Analog Loop with LNP - Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop with LNP- Non-Design~~	~~Retail Residence and Business (POTS Excluding Switch Based Orders)~~
~~2W Analog Loop with INP Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop with INP Non Design~~	~~Retail Residence and Business (POTS Excluding Switch Based Orders)~~
~~UNE Digital Loop < DS1~~	~~Retail Digital Loop < DS1~~
~~UNE Digital Loop >= DS1~~	~~Retail Digital Loop >= DS1~~
~~UNE Loop + Port Combinations~~	~~Retail Residence and Business~~
~~- Dispatch In~~	~~- Dispatch In~~
~~- Switch Based~~	~~- Switch Based~~
~~UNE Switch Ports~~	~~Retail Residence and Business (POTS)~~
~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
~~UNE xDSL (HDSL, ADSL and UCL)~~	
~~- without conditioning~~	~~<= 5 Days~~
~~- with conditioning~~	~~<= 12 Days~~
~~UNE ISDN~~	~~Retail ISDN - BRI~~
~~UNE Line Sharing Without Conditioning~~	~~ADSL Provided to Retail With Conditioning~~ ~~<= 12 Days~~
~~Local Transport (Unbundled Interoffice Transport)~~	~~Retail DS1/DS3 Interoffice~~
~~Local Interconnection Trunks~~	~~Parity with Retail~~
~~UNE Line Splitting Without Conditioning~~	~~ADSL Provided to Retail With Conditioning~~ ~~<= 12 Days~~
~~UNE Other Design~~	~~Retail Design~~
~~UNE Other Non-Design~~	~~Retail Residence and Business~~

P-4 OCI: Average Order Completion Interval (OCI) & ~~Order Completion Interval~~ Distribution

- ~~EELs ..... Retail DS1/DS3~~
- ~~UNE UDC/IDSL ..... Retail ISDN/BRI~~

~~P-4~~ OCI: Average Order Completion Interval (OCI) ~~& Order Completion Interval Distribution~~

~~P-5~~ CNI: Average Completion Notice Interval

Definitions

~~The Completion Notice Interval is~~ This report measures the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Canceled Service Orders
- **Order activities of BellSouth or the CLEC** associated with internal or administrative use of local services (Record Orders, ~~Listing Orders,~~ **Test Orders, etc.,** ~~which may be)~~ ~~Test~~ order types ~~may be~~ **C, N, R, or T)**.
- ~~D & F~~ Disconnect Orders ~~(Exception: "D" orders associated with LNP Standalone)~~
- Listing Orders

Business Rules

The interval begins ~~Measurement on interval of~~ with the **completion date and time entered by a** BellSouth **field technician on dispatched** orders, and 5PM start time on the due date for non-dispatched orders.~~: to the~~ and the interval ends with release of a the **notice** of completion status to the CLEC/~~BellSouth of the completion status~~. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems ~~either completing the order or rejecting the order~~ to the Work Management Center (WMC), either completing or rejecting the order. If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

~~:(~~The end time for mechanized orders is the time stamp when the notice was delivered to the CLEC interface ~~(LENS, EDI, OR TAG)~~. **For non-mechanized** orders the end time will be date and timestamp of order update from ~~the FAX record via LON or~~ the **C-SOTS system. For the retail analog,** the start time ~~is~~ begins when the technician completes the order and ~~the end time is~~ ends **when the order status is changed to complete in** SOCS.

Calculation

Completion Notice Interval = (a - b)

- a = Date and time of notice of completion
- b = Date and time of work completion

Average Completion Notice Interval = c / d

- c = Sum of all completion notice intervals
- d = Number of orders with notice of completion in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- ~~Dispatch/Non-Dispatch~~
- ~~Reporting intervals in Hours; 0,1 <= 2, > 2 <= 4, > 4 <= 8, > 8 <= 12, > 12 <= 24, > 24 plus Overall Average Hour Interval~~
- ~~Reported in categories of <10 line / circuits; >= 10 line/circuits (except trunks)~~
- Geographic Scope
  - State
  - ~~Region~~

P-5 CNI: Average Completion Notice Interval

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Report Month~~
- ~~CLEC Order Number (so_nbr)~~
- ~~Work Completion Date (cmpltn_dt)~~
- ~~Work Completion Time~~
- ~~Completion Notice Availability Date~~
- ~~Completion Notice Availability Time~~
- ~~Service Type~~
- ~~Geographic Scope~~

~~Note: Code in parentheses is the corresponding header found in the raw data file.~~

~~Relating to BellSouth Performance~~

- ~~Report Month~~
- ~~BellSouth Order Number (so_nbr)~~
- ~~Work Completion Date (cmpltn_dt)~~
- ~~Work Completion Time~~
- ~~Completion Notice Availability Date~~
- ~~Completion Notice Availability Time~~
- ~~Service Type~~
- ~~Geographic Scope~~

~~Note: Code in parentheses is the corresponding header found in the raw data file.~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence (Non-Design)	Retail Residence (Non-Design)
Resale Business (Non-Design)	Retail Business (Non-Design)
Resale Design	Retail Design
~~Resale PBX~~	~~Retail PBX~~
~~Resale Centrex~~	~~Retail Centrex~~
~~Resale ISDN~~	~~Retail ISDN~~
LNP/INP (Standalone)	Retail Residence and Business (POTS)
~~INP (Standalone)~~	~~Retail Residence and Business (POTS)~~
~~2W~~ UNE Analog Loop (Design)	Retail Residence, ~~and~~ Business, and Design (Dispatch)
~~2W~~ UNE Analog Loop (Non-Design)	Retail Residence and Business – (POTS (Excluding Switch Based Orders)
~~2W Analog Loop with LNP - Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop with LNP- Non-Design~~	~~Retail Residence and Business – POTS Excluding Switch-Based Orders~~
~~2W Analog Loop with INP-Design~~	~~Retail Residence and Business Dispatch~~
~~2W Analog Loop with INP-Non-Design~~	~~Retail Residence and Business – POTS Excluding Switch-Based Orders~~
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	**Retail Digital Loop >=DS1**
UNE Loop + Port Combinations ~~- Dispatch In~~ ~~- Switch Based~~	Retail Residence and Business ~~- Dispatch In~~ ~~- Switch Based~~
UNE EELs	Retail DS1/DS3
~~UNE Switch Ports~~	~~Retail Residence and Business (POTS)~~
~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
UNE ISDN ~~(Includes UDC)~~	**Retail ISDN - BRI**
UNE Line Splitting	ADSL Provided to Retail
~~UNE Line Sharing~~	~~ADSL Provided to Retail~~

- ~~Local Transport (Unbundled Interoffice Transport)~~.....~~Retail DS1/DS3 Interoffice~~
- UNE Other Design.....~~Retail Design~~ Diagnostic
- UNE Other Non-Design.....~~Retail Residence and Business~~ Diagnostic
- Local Interconnection Trunks.....~~Parity with~~ Retail Trunks

SEEM Measure

SEEM	Tier I	Tier II
No		

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
~~Not Applicable~~	~~Not Applicable~~

P-5 CNI: Average Completion Notice Interval

Section 4: Maintenance & Repair

~~M&R-1~~ PMRA: Percent Missed Repair Appointments

Definition

This report measures t~~T~~he percentage of customer trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) ~~troubles~~ or CLEC Equipment Troubles
- Informational Tickets
- Troubles outside of BellSouth's control

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time ~~that~~ BellSouth personnel clear the trouble and closes the customer trouble report in ~~his/her~~ their ~~Computer Access Terminal (CAT) or~~ workstation. If this is after the commitment time, the report is flagged as a 'missed commitment' or a 'missed repair appointment'. ~~When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons.~~ ("No aAccess" ~~reports~~ troubles are not considered as a ~~part of this measure because they are not a~~ missed appointment~~)~~.

~~Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).~~

Calculation

Percentage of Missed Repair Appointments = (a / b) X 100

- a = Count of customer troubles not cleared by the quoted commitment date and time
- b = Total customer trouble reports closed in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - ~~Region~~

~~Data Retained~~

~~**Relating to CLEC Experience**~~

- ~~Report Month~~
- ~~CLEC Company Name~~
- ~~Submission Date and Time (TICKET_ID)~~
- ~~Completion Date (CMPLTN_DT)~~
- ~~Service Type (CLASS_SVC_DESC)~~
- ~~Disposition and Cause (CAUSE_CD & CAUSE_DESC)~~

~~Note: Code in parentheses is the corresponding header found in the raw data file.~~

~~Relating to BellSouth Performance~~

- ~~Report Month~~
- ~~BellSouth Company Code~~
- ~~Submission Date and Time~~
- ~~Completion Date~~
- ~~Service Type~~
- ~~Disposition and Cause (Non-Design/Non-Special Only)~~
- ~~Trouble Code (Design and Trunking Services)~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Resale Residence (Non-Design)	Retail Residence (Non-Design)
Resale Business (Non-Design)	Retail Business (Non-Design)
Resale Design	Retail Design
~~Resale PBX~~	~~Retail PBX~~
~~Resale Centrex~~	~~Retail Centr~~
~~Resale ISDN~~	~~Retail ISDN~~
~~2W~~ UNE Analog Loop (Design)	Retail Residence, & Business and Design (Dispatch)
~~2W~~ UNE Analog Loop (Non-Design)	Retail Residence & and Business - (POTS) (~~Exclusion of~~ Excluding Switch Based Feature Troubles)
UNE Digital Loop < DS1	Retail Digital Loop < DS1
UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
UNE Loop + Port Combinations	Retail Residence and Business
UNE EELs	Retail DS1/DS3
~~UNE Switch ports~~	~~Retail Residence and Business (POTS)~~
~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
UNE ISDN	Retail ISDN – BRI
UNE Line ~~Sharing~~ Splitting	ADSL Provided to Retail
UNE Other Design	~~Retail Design~~ Diagnostic
UNE Other Non-Design	~~Retail Residence and Business~~ Diagnostic
~~Local Transport (Unbundled Interoffice Transport)~~	~~Retail DS1/DS3 Interoffice~~
Local Interconnection Trunks	~~Parity with~~ Retail Trunks

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
~~Resale Residence~~	~~Retail Residence~~
~~Resale Business~~	~~Retail Business~~
~~Resale Design~~	~~Retail Design~~
~~Resale PBX~~	~~Retail PBX~~
~~Resale Centrex~~	~~Retail Centrex~~
~~Resale ISDN~~	~~Retail ISDN~~
~~2W Analog Loop Design~~	~~Retail Residence, & Business Dispatch~~
~~2W Analog Loop Non Design~~	~~Retail Residence & Business (POTS) (Exclusion of Switch Based Feature Troubles)~~
~~UNE Digital Loop < DS1~~	~~Retail Digital Loop < DS1~~
~~UNE Digital Loop >= DS1~~	~~Retail Digital Loop >= DS1~~
~~UNE Loop + Port Combinations~~	~~Retail Residence & Business~~
~~UNE Switch ports~~	~~Retail Residence & Business~~
~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
~~UNE xDSL (HDSL, ADSL and UCL)~~	~~ADSL Provided to Retail~~

- ~~UNE ISDN.....Retail ISDN – BRI~~
- ~~UNE Line Sharing.....ADSL Provided to Retail~~
- ~~UNE Other Design.....Retail Design~~
- ~~UNE Other Non-Design.....Retail Residence and Business~~
- ~~Local Transport (Unbundled Interoffice Transport).....Retail DS1/DS3 Interoffice~~
- ~~Local Interconnection Trunks.....Parity with Retail~~

~~M&R-1~~ PMRA: Percent Missed Repair Appointments

~~M&R-5~~ OOS: Out of Service (OOS) > 24 Hours

Definition

This report measures the amount of ~~For~~ Out of Service Customer Troubles (no dial tone cannot be called or cannot call out) and is represented as a ~~the~~ percentage of Total OOS Customer Troubles cleared in excess of 24 hours. (All design services troubles are considered to be out of service).

Exclusions

- Trouble reports canceled at the CLEC request
- BellSouth trouble reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles
- Information Tickets
- Troubles outside of BellSouth's control (such as cut or damaged cable, vandalism)

Business Rules

Customer trouble reports that are out of service and cleared in excess of 24 hours. The clock ~~begins~~ starts when the customer trouble report is created in LMOS/WFA and ~~the customer trouble~~ is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = (a / b) X 100

- a = Total Cleared Customer Troubles OOS > 24 Hours
- b = Total OOS Customer Troubles in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - ~~Region~~

~~Data Retained~~

~~**Relating to CLEC Experience**~~

- ~~Report Month~~
- ~~Total Tickets~~
- ~~CLEC Company Name~~
- ~~Ticket Submission Date and Time (TICKET_ID)~~
- ~~Ticket Completion Date (CMPLTN_DT~~
- ~~Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG)~~
- ~~Service type (CLASS_SVC_DESC)~~
- ~~Disposition and Cause (CAUSE_CD & CAUSE_DESC)~~

~~Note: Code in parentheses is the corresponding header found in the raw data file.~~

Relating to BellSouth Performance

- ~~Report Month~~
- ~~Total Tickets~~

- ~~Ticket Submission Date~~
- ~~Ticket Submission time~~
- ~~Ticket Completion Date~~
- ~~Ticket Completion Time~~
- ~~Percent of Customer Troubles out of Service > 24 Hours~~
- ~~Service Type~~
- ~~Disposition and Cause (Non-Design/Non-Special only)~~
- ~~Trouble Code (Design and Trunking Services)~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence (Non-Design)	Retail Residence (Non-Design)
• Resale Business (Non-Design)	Retail Business (Non-Design)
• Resale Design	Retail Design
• ~~Resale PBX~~	~~Retail PBX~~
• ~~Resale Centrex~~	~~Retail Centrex~~
• ~~Resale ISDN~~	~~Retail ISDN~~
• ~~2W~~ UNE Analog Loop (Design)	Retail Residence, ~~and~~ Business and Design (Dispatch)
• ~~2W~~ UNE Analog Loop (Non–Design)	Retail Residence and Business - (POTS) (~~Exclusion of~~ Excluding Switch Based Feature Troubles)
• UNE Digital Loop < DS1	Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	Retail Digital Loop >= DS1
• **UNE Loop + Port Combinations**	**Retail Residence and Business**
• UNE EELS	Retail DS1/DS3
• ~~UNE Switch ports~~	~~Retail Residence and Business (POTS)~~
• ~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
• UNE xDSL (HDSL, ADSL and UCL)	ADSL provided to Retail
• UNE ISDN	Retail ISDN – BRI
• UNE Line ~~Sharing~~ Splitting	ADSL Provided to Retail
• **UNE Other Design**	~~Retail Design~~ Diagnostic
• **UNE Other Non-Design**	~~Retail Residence and Business~~ Diagnostic
• ~~Local Transport (Unbundled Interoffice Transport)~~	~~Retail DS1/DS3 Interoffice~~
• Local Interconnection Trunks	~~Parity with~~ Retail Trunks

SEEM Measure

SEEM	Tier I	Tier II
~~Yes~~ No	~~X~~	~~X~~

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
• ~~Resale Residence~~	~~Retail Residence~~
• ~~Resale Business~~	~~Retail Business~~
• ~~Resale Design~~	~~Retail Design~~
• ~~Resale PBX~~	~~Retail PBX~~
• ~~Resale Centrex~~	~~Retail Centrex~~
• ~~Resale ISDN~~	~~Retail ISDN~~
• ~~2W Analog Loop Design~~	~~Retail Residence, and Business Dispatch~~
• ~~2W Analog Loop Non- Design~~	~~Retail Residence and Business (POTS) (Exclusion of Switch based feature troubles)~~
• ~~UNE Digital Loop < DS1~~	~~Retail Digital Loop < DS1~~
• ~~UNE Digital Loop >= DS1~~	~~Retail Digital Loop >= DS1~~
• ~~UNE Loop + Port Combinations~~	~~Retail Residence and Business~~
• ~~UNE Switch Ports~~	~~Retail Residence and Business (POTS)~~

- ~~UNE Combo Other ..... Retail Residence, Business and Design Dispatch~~
- ~~UNE xDSL (HDSL, ADSL and UCL)..... ADSL Provided to Retail~~
- ~~UNE ISDN..... Retail ISDN – BRI~~
- ~~UNE Line Sharing ..... ADSL Provided to Retail~~
- ~~UNE Other Design..... Retail Design~~
- ~~UNE Other Non-Design..... Retail Residence and Business~~
- ~~Local Transport (Unbundled Interoffice Transport)..... Retail DS1/DS3 Interoffice~~
- ~~Local Interconnection Trunks..... Parity with Retail~~

~~M&R-5~~ OOS: Out of Service (OOS) > 24 Hours

Section 5: Billing

~~B-1~~ BIA: Invoice Accuracy

Definition

This measure ~~provides~~ reports the ~~percentage of~~ accuracy of ~~the~~ billing invoices rendered ~~to CLECs during the current month~~ by BellSouth to wholesale and retail customers.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer, adjustments as per agreements and/or settlements with CLEC, adjustments related to the implementation of regulatory mandated or contract negotiated rate changes)
- Test Accounts

Business Rules

~~The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes. The CLEC-specific raw data file (which is available on the PMAP web site) will contain the number of bills and adjustments for the reporting month. The number of bills and bill adjustments will be displayed by OCN and/or ACNA.~~ Absolute value of total billed revenue and absolute value of adjustment amounts related to billing errors and manual OC&C's (Other Charges and Credits) indicative of back-billing errors or manual back-billing greater than 3 bill periods appearing on the bill during the report month are used to compute invoice accuracy. All bill periods are included in a report month.

Calculation

Invoice Accuracy = [(a - b) / a] X 100

- a = Absolute value of total billed revenues during ~~current~~ report month
- b = Absolute value of total billing error **related adjustments during** ~~current~~ report month

~~**Measure of Adjustments** = [(c-d) / c] X 100~~

- ~~c = Number of Bills in current month~~
- ~~d = Number of Billing-related Adjustments in current month~~

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
  - State
  - ~~Region~~
- ~~Number of Adjustments~~

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Report Month~~
- ~~Invoice Type~~
  - ~~UNE~~
  - ~~Resale~~
  - ~~Interconnection~~
- ~~total billed revenue~~
- ~~Total Billing Related Adjustments~~
- ~~Number of Bills~~
- ~~Number of Adjustments~~

~~Relating to BellSouth Performance~~

- ~~Report Month~~
- ~~Retail Type~~
  - ~~CRIS~~
  - ~~CABS~~
- ~~Total billed revenue~~
- ~~Total Billing Related Adjustments~~

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• ~~Product/Invoice Type~~	~~Parity with BellSouth Retail Aggregate~~
CLEC Invoice Accuracy	
• Resale/CRIS	Retail Invoice Accuracy
• UNE/CRIS	Retail Invoice Accuracy
• Interconnection/UNE CABS	Retail Invoice Accuracy

SEEM Measure

SEEM	Tier I	Tier II
Yes	X	X

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
• ~~Resale~~	~~Parity with Retail~~
• ~~UNE~~	
• ~~Interconnection~~	

~~B-10~~ PBEC: Percent Billing ~~Errors Corrected~~ Adjustment Requests (BAR) Responded to within "X45" Business Days

~~Definition~~

This report measures timely responses to carrier bill adjustments requests.

Exclusions

- Adjustments ~~that are~~ initiated by BellSouth

Business Rules

This measure applies to CLEC wholesale bill adjustment requests. IXC Access billing adjustment requests are not reflected in this measure. Elapsed time is measured in business days. The clock starts when BellSouth receives the CLEC Billing Adjustment Request (BAR) form and the clock stops when BellSouth either makes an adjustment through BOCRIS or ACATS (generally next CLEC bill unless adjustment request after middle of the month) or BellSouth denies the request in BDATS or ACATS and BellSouth notifies the CLEC of the BAR resolution or BellSouth internally escalates the dispute and provides notification to the CLEC. ~~BellSouth will report separately those adjustment requests that are disputed by BellSouth~~. (BAR form and instructions are found at www.interconnection.bellsouth.com/forms/html/billing&collections.html).

Calculation

Percent Billing ~~Errors Corrected~~ Adjustments Responded to within 45 Business Days = (a / b) X 100

- a = Number of BAR responses ~~resolutions~~ sent within 45 business days
- b = Total number of BAR requests received ~~resolutions due~~ within the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - ~~Region~~

~~Data Retained~~

~~Relating to CLEC Experience~~

- ~~Number of BellSouth Adjustments in 45 Business Days~~
- ~~Total number of Billing Adjustment Requests in Reporting Period~~
- ~~Number of Adjustments disputed by BellSouth (reported separately)~~

~~Relating to BellSouth Performance~~

- ~~None~~

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
~~State~~	~~90% Billing Disputes <= 45~~ Business Days
Percent Billing Adjustment Requests responded to	90% < = 45 business days

SEEM Measure

SEEM	Tier I	Tier II
~~Yes~~ No	~~X~~	~~X~~

~~SEEM Disaggregation - Analog/Benchmark~~

~~SEEM Disaggregation~~	~~SEEM Analog/Benchmark~~
~~• State~~	~~90% Billing Disputes <= 45 Business Days~~

~~Note: In order to set an appropriate penalty provision, staff recommends deferring implementation of the penalty until conclusion of the commission proceeding on the remedy structure of the SEEM Plan, or 120 days, whichever comes first.~~

~~B-10~~ PBEC: Percent Billing ~~Errors Corrected~~ Adjustment Requests (BAR) Responded to within "X45" Business Days

SOA: Average Answer Time

Definition

This report measures the average time a customer is in queue when calling a BellSouth Center.

Exclusions

None

Business Rules

The duration starts when a CLEC representative or BellSouth customer makes a choice on the center's menu and is put in queue for the next available representative and stops when a BellSouth representative answers the call.

Calculation

Answer Time for BellSouth Centers = (a - b)

- a = Time BellSouth representative answers call
- b= Time of entry into queue

Average Answer Time for BellSouth Centers = (c / d)

- c = Total seconds in queue
- d = Total number of calls answered in the reporting period

Report Structure

- CLEC – Aggregate
- BellSouth Aggregate
- Geographic Scope
  - Region

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate	
• CLEC Average Answer Time	BellSouth Average Answer Time

SEEM Measure

SEEM	Tier I	Tier II
No		

REQUEST: BellSouth is to provide language to effect a higher penalty for nascent services in SEEM

RESPONSE: BellSouth proposes to add the following language to the SEEM plan to address the nascent services issue. This language is based on the same criteria currently applicable for nascent services in Louisiana and previously used in Georgia.

4.3.3 Market Penetration Adjustments will be applied based on the following provisions to enhance competition for nascent products. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, BellSouth will make additional Tier 2 payments where performance standards for the following measures are not met, if the measurement applies to the nascent service.

- Percent Missed Installation Appointments
- Average Completion Interval
- Missed Repair Appointments
- Maintenance Average Duration
- Average Response Time for Loop Make-up Information

4.3.3.1 These additional payments will only apply when there are more than 10 and less than 100 average units in service statewide for the preceding three-month period. The additional payments in the form of a market penetration adjustment will be made if BellSouth fails to provide parity for the above measurements as determined by the use of the Truncated Z- test and the balancing critical value for 3 consecutive months or fails to meet the established benchmark.

4.3.3.2 BellSouth shall calculate the new Tier 2 payments, which include the market penetration adjustment by applying the normal method of calculating affected volumes as ordered by the Commission and trebling the normal Tier 2 remedy.

4.3.3.3 If, for the three months of data that are utilized to calculate the rolling average performance level to determine whether Tier 2 payments, there were 100 observations or more on average for the sub-metric, then no additional payments under this market penetration adjustment provision will be made. Further, market penetration adjustments shall no longer apply if 24 months have elapsed since the first unit of the nascent service was installed.

4.3.3.4 The current services for which the market penetration adjustment shall apply are:

4.3.3.5 CLECs shall file a petition with the Commission in order to add a service to the list of services for which the market penetration adjustment may apply.

4.3.3.6 Any payments made under this market penetration adjustment provision are subject to the Absolute Cap set by the Commission.

REQUEST: Parties are to submit alternatives to the BellSouth proposal for determining which fee schedule to use under the 'trip wire.'

RESPONSE: To be filed by 12/10/2004

REQUEST: BellSouth is to submit comments on combining 2 months of data for the evaluation of a submetric as a means to reduce Type 1 errors in SEEM.

RESPONSE: Combining two months of data would increase volumes evaluated in a single month but it would create more problems than it might solve.

If two months of data were to be combined for an evaluation, when SEEM payments are due, they would be paid a maximum of 6 times a year. This arrangement would differ from all other states in the BellSouth region and, as a result, would present some administrative challenges to perform the submetric evaluation, validate the bi-monthly data, perform root cause analyses when appropriate, issue the payments and track adjustments.

Depending on the way the 2 months of data are combined, there could be twice as many transactions in a cell. However the impact would be somewhat limited since currently 50% of the cells in Florida have one transaction. Using 2 months of data would mean about 50% of the cells would probably have two transactions and this does not constitute much of a gain in statistical reliability.

REQUEST: Parties are to develop new language or methodology for trimming.

RESPONSE: BellSouth proposes the following modifications to the current Florida SEEM administrative plan. The revisions are noted in *italics*:

Exhibit B, Section C 1.5 Trimming

Trimming of extreme observations from BellSouth and CLEC distributions is needed in order to ensure that a fair comparison is made between performance measures. Three conditions are needed to accomplish this goal. These conditions are:

- Trimming should be based on a general rule that can be used in a production setting. *Specifically, for a measure sensitive to "outliers", all BellSouth and CLEC data will be pooled together to compute the measure's overall mean and standard deviation. Any data that is larger than 10 standard deviations greater than the mean will be treated as a potential "outlier".*
- ~~*Trimmed observations*~~ *Potential "outliers"* should not simply be discarded; *they may be subject to review* ~~***need to be examined***~~ and possibly used in the final decision making process.
- Trimming should only be used on performance measures that are sensitive to "outliers." *This consists of the mean measures FOCI and MAD.*

Rationale for the Trimming Rule change

The central idea behind a trimming rule is to keep "outliers" from distorting the parity analyses. Since an "outlier" should be an exception (rather than the rule), the trimming rule should not be eliminating much data, if any. That is why the proposed trimming rule would only identify data that is extreme.
The rule was derived from Chebyshev's Theorem which states that no matter what the distribution of the data, at least 99% of the data is within 10 standard deviations of the mean. The probability becomes much higher with known distributions, such as the normal distribution. This assures, with a great deal of confidence, that valid data wouldn't be thrown out of the analysis without sufficient evidence that it is an anomaly.

BellSouth also believes that any trimming rule should apply to all of the data, both BellSouth and CLEC since either could contain an "outlier" that would affect the analysis.
This proposal was shared with Dr. Bell. Dr. Bell's response is not known at present.

REQUEST: In BellSouth's Action Item filing of October 28, 2004 regarding Item 4 of the October 27, 2004, filing, BellSouth provided details of the proposed fee schedule in a PDF format, as required by the Commission Rules. BellSouth was subsequently asked to also provide the details of the proposed fee schedule in an Excel format.

RESPONSE: The data is in the attached file, Fee Schedule Proposal Details.xls.

REQUEST: Parties to submit briefs regarding legal issues associated with BellSouth's proposed revisions to SEEM § 4.2.2 as noted in Item 20 of the SEEM Non-Technical Matrix. (Item 20 concerns crediting Tier 1 and Tier 2 payments against a separate liability or assessment related to BellSouth's performance.)

RESPONSE: Attached hereto. *See* "BellSouth's Response to Legal Issues Associated with Certain Proposed SEEM Revisions".

REQUEST: Parties to submit briefs regarding legal issues associated with BellSouth's proposed revision to SEEM § 4.4.6 as noted in Item 30 of the SEEM Non-Technical Matrix. (Item 30 concerns setting off SEEM payments to a CLEC against undisputed amounts owed by the CLEC to BellSouth pursuant to an interconnection agreement.)

RESPONSE: Attached hereto. *See* "BellSouth's Response to Legal Issues Associated with Certain Proposed SEEM Revisions".

REQUEST: Parties to submit briefs regarding legal issues associated with regarding BellSouth's proposed revisions to SEEM § 4.6.1 as noted in Item 38 of the SEEM Non-Technical Matrix. (Item 38 pertains to change of law and the role of the SEEM plan in meeting the obligations of Section 251.)

RESPONSE: Attached hereto. *See* "BellSouth's Response to Legal Issues Associated with Certain Proposed SEEM Revisions".

REQUEST: BellSouth to provide red-line for measurements that BellSouth initially proposed to be deleted that were subsequently retained in Staff's Position document dated November 18th, 2004. BellSouth is to also provide red-line for measurements that were modified by Staff.

RESPONSE: See attached documents "Florida Proposed Deleted-Modified Measures.pdf" and "Florida Proposed Deleted-Modified Measures Matrix.pdf" providing BellSouth rationale for the changes to the measures.

These documents modify BellSouth's initial proposal to reflect portions of Staff's current proposal to retain measurements that BellSouth proposed to delete, to combine other measurements such as OSS-1 and 4 and OSS 2 and 3, and to change measurements from Percent Met to Percent Missed. The attachments do not match other aspects of the Staff proposal, such as disaggregation levels, measurements in SEEM, etc. which may still be open to further comment by the parties.

REQUEST: BellSouth to provide red-line for Invoice Accuracy, B-1, to address back-billing charges issue.

RESPONSE: See attached document "Florida Proposed Deleted-Modified Measures.pdf" for the revised B-1, Invoice Accuracy addressing how appropriate back billing charges are included in the measure.

REQUEST: BellSouth to provide CLEC volume for last two months for B-9, Percent Daily Usage Feed Errors Corrected in "X" Business Days.

RESPONSE: The table below shows the CLEC volume for B-9, Percent Daily Usage Feed Errors Corrected in "X" Business Days, for the months July 2003-September 2004.

Percent Daily Usage Feed Errors Corrected in "X" Business Days		
Time Period	Aggregate CLEC Volume	CLEC Metric
July 2003	0	-
August 2003	0	-
September 2003	0	-
October 2003	0	-
November 2003	0	-
December 2003	0	-
January 2004	0	-
February 2004	0	-
March 2004	0	-
April 2004	0	-
May 2004	0	-
June 2004	0	-
July 2004	0	-
August 2004	0	-
September 2004	40*	100 %

*All volume in September 2004 was from 1 CLEC

RESALE RESIDENCE

Recurring Charges			Rate Group	AL	FL	GA	KY	LA	MS	NC	SC	TN	Average
Res Flat Rate Line - (A3) Tariff Rate			1	$14.60	$7.57		$15.20	$10.97	$14.79	$10.96	$12.70	$7.55	$11.79
			2	$14.95	$7.98	$12.50	$15.20	$11.18	$15.15	$11.34	$13.15	$8.50	$12.22
			3	$15.30	$8.39		$16.65	$11.39	$15.50	$11.63	$13.60	$9.05	$12.69
			4	$15.65	$8.71		$17.30	$11.60	$15.85	$11.91	$14.05	$11.85	$13.37
			5	$15.95	$9.12	$14.30	$18.40	$11.81	$16.20	$12.26	$14.50	$12.15	$13.85
			6	$16.30	$9.49			$12.02	$16.55	$12.61	$14.95		$13.65
			7		$9.85	$14.85		$12.23	$16.90	$12.96	$15.40		$13.70
			8		$10.16			$12.43	$17.25	$13.25			$13.27
			9		$10.42			$12.64	$17.60	$13.54			$13.55
			10		$10.68				$17.95	$13.91			$14.18
			11		$10.83				$18.30				$14.57
			12		$11.04	$17.45			$18.66				$15.72
			13						$19.01				$19.01
Res Complete Choice - (A3) Tariff Rate				**$34.00**	**$30.00**	**$34.00**	**$33.50**	**$33.00**	**$35.00**	**$29.00**	**$32.00**	**$29.00**	**$32.17**
Per Two-Line Plan Complete Choice package				**$49.95**	**$39.95**	**$49.95**	**$49.95**	**$39.95**	**$49.95**	**$39.95**	**$49.95**	**$39.95**	**$45.51**
Per Three-Line Complete Choice Plan Package				**$69.95**	**$59.95**	**$69.95**	**$69.95**	**$59.95**	**$69.95**	**$59.95**	**$69.95**	**$59.95**	**$65.51**
Area Plus without Complete Choice				$33.00	$32.00	$35.00	$38.00	$37.00	$55.00	$34.55	$7.00	$31.00	$33.62
Area Plus with Complete Choice				$46.00	$48.00	$46.00	$49.50	$52.00	$70.00	$49.40	$48.00	$44.00	$50.32
Resale Discount				*16.30%*	*21.83%*	*20.30%*	*16.79%*	*20.72%*	*15.75%*	*21.50%*	*14.80%*	*16.00%*	*18.22%*
Res Flat Rate Line - Resale			1	$12.22	$5.92		$12.65	$8.70	$12.46	$8.60	$10.82	$6.34	$9.71
			2	$12.51	$6.24	$9.96	$12.65	$8.86	$12.76	$8.90	$11.20	$7.14	$10.03
			3	$12.81	$6.56		$13.85	$9.03	$13.06	$9.13	$11.59	$7.60	$10.45
			4	$13.10	$6.81		$14.40	$9.20	$13.35	$9.35	$11.97	$9.95	$11.02
			5	$13.35	$7.13	$11.40	$15.31	$9.36	$13.65	$9.62	$12.35	$10.21	$11.38
			6	$13.64	$7.42			$9.53	$13.94	$9.90	$12.74		$11.20
			7		$7.70	$11.84		$9.70	$14.24	$10.17	$13.12		$11.13
			8		$7.94			$9.85	$14.53	$10.40			$10.68
			9		$8.15			$10.02	$14.83	$10.63			$10.91
			10		$8.35				$15.12	$10.92			$11.46
			11		$8.47				$15.42				$11.94
			12		$8.63	$13.91			$15.72				$12.75
			13						$16.02				$16.02
Res Complete Choice - (A3) Tariff Rate				**$28.46**	**$23.45**	**$27.10**	**$27.88**	**$26.16**	**$29.49**	**$22.77**	**$27.26**	**$24.36**	**$26.32**
Per Two-Line Plan Complete Choice package				**$41.81**	**$31.23**	**$39.81**	**$41.56**	**$31.67**	**$42.08**	**$31.36**	**$42.56**	**$33.56**	**$37.29**
Per Three-Line Complete Choice Plan Package				**$58.55**	**$46.86**	**$55.75**	**$58.21**	**$47.53**	**$58.93**	**$47.06**	**$59.60**	**$50.36**	**$53.65**
Area Plus without Complete Choice				$27.62	$25.01	$27.90	$31.62	$29.33	$46.34	$27.12	$5.96	$26.04	$27.44
Area Plus with Complete Choice				$38.50	$37.52	$36.66	$41.19	$41.23	$58.98	$38.78	$40.90	$36.96	$41.19
	Federal Charges	**USOC**											
	EUCL	9LM		$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
	LNP	LNPCX		$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35
	USF	FUJ1X		$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49
	PICC (See Note A)	CC3RI		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Note A: PICC is charged to the IXC NOT the Local Ca			**$35.30**	**$30.29**	**$33.94**	**$34.72**	**$33.00**	**$36.33**	**$29.61**	**$34.10**	**$31.20**	**$33.16**

RESALE BUSINESS

Recurring Charges			Rate Group	AL	FL	GA	KY	LA	MS	NC	SC	TN	Average
Bus Flat Rate Line - (A5) Tariff Rate			1	$35.79	$20.55		$35.90	$28.68	$34.61	$29.57	$32.55	$27.05	$30.59
			2	$36.23	$21.58	$24.90	$35.90	$29.36	$35.78	$30.35	$34.25	$30.80	$31.02
			3	$36.23	$22.72		$35.90	$30.04	$36.95	$31.12	$35.95	$32.75	$32.71
			4	$36.23	$23.76		$33.75	$30.72	$36.95	$31.82	$37.65	$39.05	$33.74
			5	$36.23	$24.75	$31.80	$33.75	$31.40	$36.95	$32.25	$39.35	$39.70	$34.02
			6	$36.23	$25.84			$32.08	$36.95	$32.25	$41.05		$34.07
			7		$26.72	$37.30		$32.76	$36.95	$32.25	$42.75		$34.79
			8		$27.61			$32.87	$36.95	$32.25			$32.42
			9		$28.43			$33.00	$36.95	$33.60			$33.00
			10		$29.05				$36.95	$33.89			$33.30
			11		$29.68				$36.95				$33.32
			12		$30.20	$48.30			$36.95				$38.48
			13						$36.95				$36.95
Bus Complete Choice - (A3) Tariff Rate				**$87.00**	**$52.00**	**$102.00**	**$75.00**	**$81.00**	**$75.00**	**$81.00**	**$87.00**	**$77.95**	**$79.77**
Per Two-Line Plan Complete Choice package				**$62.00**	**$98.00**	**$194.00**	**$136.00**	**$150.00**	**$136.00**	**$154.00**	**$170.00**	**$151.90**	**$139.10**
Per Three-Line Complete Choice Plan Package				**$110.00**	**$148.00**	**$293.00**	**$196.00**	**$235.00**	**$201.00**	**$235.00**	**$256.00**	**$224.85**	**$210.98**
BellSouth Business Plus Opt. 1				**$68.00**	**$64.00**	**$83.30**	**$60.00**	**$64.00**	**$64.00**	**$64.00**	**$73.00**	**$64.00**	**$67.14**
			each min use Above 120 hours	**$0.05**	**$0.05**	**$0.05**	**$0.05**	**$0.05**	**$0.05**	**$0.05**	**$0.05**	**$0.05**	**$0.05**
BellSouth Business Plus Opt. 2				**$45.00**	**$35.10**	**$54.30**	**$37.00**	**$40.00**	**$42.50**	**$40.44**	**$48.75**	**$45.70**	**$43.20**
			each min use out of Local Area	**$0.09**	**$0.08**	**$0.09**	**$0.09**	**$0.09**	**$0.09**	**$0.09**	**$0.12**	**$0.09**	**$0.09**
Resale Discount				*16.30%*	*16.81%*	*17.30%*	*15.54%*	*20.72%*	*15.75%*	*17.60%*	*14.80%*	*21.56%*	*17.38%*
Bus Flat Rate Line - Resale			1	$29.96	$17.10		$30.32	$22.74	$29.16	$24.37	$27.73	$21.22	$25.32
			2	$30.32	$17.95	$20.59	$30.32	$23.28	$30.14	$25.01	$29.18	$24.16	$25.66
			3	$30.32	$18.90		$30.32	$23.82	$31.13	$25.64	$30.63	$25.69	$27.06
			4	$30.32	$19.77		$28.51	$24.35	$31.13	$26.22	$32.08	$30.63	$27.88
			5	$30.32	$20.59	$26.30	$28.51	$24.89	$31.13	$26.57	$33.53	$31.14	$28.11
			6	$30.32	$21.50			$25.43	$31.13	$26.57	$34.97		$28.32
			7		$22.23	$30.85		$25.97	$31.13	$26.57	$36.42		$28.86
			8		$22.97			$26.06	$31.13	$26.57			$26.68
			9		$23.65			$26.16	$31.13	$27.69			$27.16
			10		$24.17				$31.13	$27.93			$27.74
			11		$24.69				$31.13				$27.91
			12		$25.12	$39.94			$31.13				$32.07
			13						$31.13				$31.13
Resale Discount				*16.30%*	*16.81%*	*17.30%*	*15.54%*	*20.72%*	*15.75%*	*17.60%*	*14.80%*	*21.56%*	*17.38%*
Bus Complete Choice - (A3) Tariff Rate				**$72.82**	**$43.26**	**$84.35**	**$63.35**	**$64.22**	**$63.19**	**$66.74**	**$74.12**	**$61.14**	**$65.91**
Per Two-Line Plan Complete Choice package				**$51.89**	**$81.53**	**$160.44**	**$114.87**	**$118.92**	**$114.58**	**$126.90**	**$144.84**	**$119.15**	**$114.79**
Per Three-Line Complete Choice Plan Package				**$92.07**	**$123.12**	**$242.31**	**$165.54**	**$186.31**	**$169.34**	**$193.64**	**$218.11**	**$176.37**	**$174.09**
BellSouth Business Plus Opt. 1				**$56.92**	**$53.24**	**$68.89**	**$50.68**	**$50.74**	**$53.92**	**$52.74**	**$62.20**	**$50.20**	**$55.50**
			each min use Above 120 hours	**$0.04**	**$0.04**	**$0.04**	**$0.04**	**$0.04**	**$0.04**	**$0.04**	**$0.04**	**$0.04**	**$0.04**
BellSouth Business Plus Opt. 2				**$37.67**	**$29.20**	**$44.91**	**$31.25**	**$31.71**	**$35.81**	**$33.32**	**$41.54**	**$35.85**	**$35.69**
			each min use out of Local Area	**$0.08**	**$0.07**	**$0.07**	**$0.08**	**$0.07**	**$0.08**	**$0.07**	**$0.10**	**$0.07**	**$0.08**
	Federal Charges	USOC											
	EUCL	9LM		$ 6.00	$ 7.84	$ 7.84	$ 7.84	$ 7.84	$ 7.84	$ 7.84	$ 7.84	$ 7.84	$ 7.64
	ENP	LNPCX		$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35
	USF	FUJTX		$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49	$ 0.49
	PICC (See Note A)	CC3R0		$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$0.74
Total	*Note A: PICC is charged to the IXC NOT the Local Carrier*			**$79.66**	**$51.94**	**$93.03**	**$72.03**	**$72.90**	**$71.87**	**$75.42**	**$82.80**	**$69.82**	**$74.39**

Resale Residence and Business Non-Recurring

Res Non-Recurring - (A3) Tariff Rate	AL	FL	GA	KY	LA	MS	NC	SC	TN	
Line Connection Charge										
-First Line (per customer request)	$40.00	$40.88	$42.50	$42.00	$41.00	$46.00	$42.75	$40.00	$41.50	
-Additional Line (each)	$12.00	$12.05	$18.75	$15.00	$14.00	$13.00	$15.25	$15.00	$18.00	
Line Change Charge										
-First Line (per customer request)	$26.00	$23.50	$20.00	$35.00	$25.00	$15.50	$14.75	$22.50	$28.00	
-Additional Line (each)	$11.00	$11.00	$10.00	$12.00	$10.00	$11.00	$4.00	$12.00	$15.00	
Secondary Service Charge										
-(each)	$8.00	$10.00	$9.95	$9.65	$17.00	$8.00	$5.25	$5.25	$9.95	
Premises Work Charge										
-First 15-minute increment or fraction (per increment)	$20.00	$25.00	$20.75	$30.00	$23.00	$23.00	$13.25	$22.00	$28.00	
-Each addition 15-minute increment or fraction	$10.50	$10.50	$8.75	$14.00	$11.00	$9.00		$11.00	$11.00	

Res Non-Recurring - (A3) Resale Rate	AL	FL	GA	KY	LA	MS	NC	SC	TN	Recommended
Resale Discount	12.50%	10.81%	17.50%	14.54%	20.73%	18.76%	17.00%	17.50%	20.00%	Average Rate
	40.00	40.88	42.50	42.00	41.00	46.00	42.75	40.00	41.50	
Line Connection Charge										
-First Line (per customer request)	$33.48	$34.01	$35.15	$35.47	$32.50	$38.76	$35.23	$34.08	$34.86	$34.84
-Additional Line (each)	$10.04	$10.02	$13.85	$12.87	$11.19	$10.95	$12.57	$15.34	$15.12	$12.41
Line Change Charge										
-First Line (per customer request)	$21.76	$19.55	$16.54	$29.56	$19.82	$13.06	$12.15	$19.17	$23.52	$19.46
-Additional Line (each)	$9.21	$9.15	$8.27	$10.14	$7.93	$9.27	$3.30	$10.22	$12.60	$8.99
Secondary Service Charge										
-(each)	$6.70	$8.32	$8.23	$8.40	$13.48	$6.74	$4.33	$4.47	$8.36	$7.67
Premises Work Charge										
-First 15-minute increment or fraction (per increment)	$16.74	$20.80	$17.18	$25.34	$18.23	$19.38	$10.92	$18.74	$23.52	$18.98
-Each addition 15-minute increment or fraction	$8.79	$8.73	$8.82	$11.82	$8.72	$7.58	$0.00	$9.37	$9.24	$7.99
manual ordering of LSR										
-(each)	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
mechanized ordering of LSR										
-(each)	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50

Bus Non-Recurring - (A3) Tariff Rate	AL	FL	GA	KY	LA	MS	NC	SC	TN	
Line Connection Charge										
-First Line (per customer request)	$69.00	$58.24	$58.25	$73.00	$85.00	$67.00	$65.00	$64.00	$58.50	
-Additional Line (each)	$12.00	$12.05	$30.00	$22.00	$32.00	$15.00	$22.00	$26.00	$31.00	
Line Change Charge										
-First Line (per customer request)	$48.00	$38.16	$30.00	$48.00	$46.00	$24.50	$19.00	$25.00	$47.00	
-Additional Line (each)	$11.00	$11.00	$12.00	$14.00	$10.00	$13.00	$4.00	$9.00	$15.00	
Secondary Service Charge										
-(each)	$23.00	$19.00	$15.00	$20.00	$25.00	$16.00	$9.00	$10.00	$24.00	
Premises Work Charge										
-First 15-minute increment or fraction (per increment)	$20.00	$28.00	$22.50	$30.00	$23.00	$24.00	$13.75	$23.00	$28.00	
-Each addition 15-minute increment or fraction	$10.50	$9.00	$8.50	$14.00	$11.00	$9.00		$11.00	$11.00	

Bus Non-Recurring - (A3) Resale Rate	AL	FL	GA	KY	LA	MS	NC	SC	TN	Recommended
Resale Discount	16.80%	30.85%	17.30%	19.34%	20.72%	19.72%	17.00%	14.80%	28.00%	Average Rate
	69.00	58.24	58.25	73.00	85.00	67.00	65.00	64.00	58.50	
Line Connection Charge										
-First Line (per customer request)	$57.75	$46.79	$48.17	$61.66	$67.39	$56.45	$53.56	$54.53	$49.14	$55.05
-Additional Line (each)	$10.04	$10.02	$24.81	$18.58	$25.37	$12.64	$18.13	$22.15	$26.04	$18.64
Line Change Charge										
-First Line (per customer request)	$40.18	$31.75	$24.81	$40.54	$36.47	$20.64	$15.66	$21.30	$39.48	$30.09
-Additional Line (each)	$9.21	$9.15	$9.92	$11.62	$7.93	$10.95	$3.30	$7.67	$12.60	$9.17
Secondary Service Charge										
-(each)	$19.25	$15.81	$12.41	$16.83	$20.61	$15.17	$7.42	$8.52	$20.16	$15.14
Premises Work Charge										
-First 15-minute increment or fraction (per increment)	$16.74	$23.29	$18.61	$25.34	$18.23	$20.22	$11.33	$19.80	$23.52	$19.85
-Each addition 15-minute increment or fraction	$8.79	$7.49	$7.03	$11.82	$8.72	$7.58	$0.00	$9.37	$9.24	$7.78
manual ordering of LSR										
-(each)	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
mechanized ordering of LSR										
-(each)	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50

NONRECURRING RATE CONSTRUCTION ($)

	AL	FL	GA	LA	MS	SC	KY	NC	TN
UNE-P Switch as is	0.1	0.1	0.1	0.1	0.0988	0.1	0.1	0.1	1.03
SERVICE ORDER CHARGE	5.83	1.52	0.55	2.98	5.7	5.92	7.88	2.98	In loop recurring
TOTAL UNE-P SAI	**5.93**	**1.62**	**0.66**	**3.08**	**5.8**	**6.02**	**7.98**	**3.08**	**1.03**
UNE-P New	40.18	53.31	10.05	38.85	40.31	40.3	21.29	38.85	22.14
SERVICE ORDER CHARGE	5.83	1.52	0.55	2.98	5.7	5.92	7.88	2.98	In loop recurring
TOTAL UNE-P New	**46.01**	**54.83**	**10.6**	**41.83**	**46.01**	**46.22**	**29.7**	**41.83**	**22.14**

UNE Recurring Rate Comparison

		AL	FL	GA	KY	LA	MS	NC	SC	TN
UNE-L*	*Statewide*	*$17.60*	*$15.27*	*$13.70*	*$18.04*	*$17.30*	*$23.12*	*$15.88*	*$17.60*	*$14.92*
	Zone 1	$12.58	$10.69	$10.51	$10.56	$12.90	$12.03	$12.11	$14.94	$11.74
	Zone 2	$21.05	$15.20	$15.85	$15.34	$23.33	$16.87	$21.24	$21.39	$17.59
	Zone 3	$34.34	$26.95	$31.97	$31.11	$48.43	$25.68	$33.65	$26.72	$29.37
	Zone 4						$43.85			
*Note - Rates are for SL1. All other products used in fee determination can be found in individual state price lists under appropriate heading numbers.										
UNE-P (Loop, Port, & Features as Ordered)	*Statewide*	*$19.79*	*$17.38*	*$14.50*	*$18.41*	*$17.60*	*$26.16*	*$16.46*	*$20.68*	*$15.82*
	Zone 1	$14.68	$13.20	$11.24	$10.79	$13.13	$14.77	$13.03	$17.93	$12.81
	Zone 2	$23.17	$17.31	$16.54	$15.52	$23.75	$19.70	$21.33	$24.55	$18.35
	Zone 3	$36.78	$28.06	$33.34	$31.74	$49.62	$28.83	$32.61	$30.21	$29.50
	Zone 4						$47.47			

LOCAL INTERCONNECTION - All States

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)	
								First	Add'l	First	Add'l	SOMEC	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)													
TRUNK CHARGE													
	AL	Installation Trunk Side Service - per DS0			OHD	TPP++		21.56	8.12				
	FL	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19				
	GA	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53	8.11				
	KY	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13				
	LA	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.64	8.15				
	MS	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.13				
	NC	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12				
	SC	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16				
	TN	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.59	8.09				

Average Cost: 21.60

Collocation Rates

State	Sub-metric	Jun '02	July '02	Aug '02	Sep '02	Oct '02	Nov '02	Dec '02	Jan '03	Feb '03	Mar '03	Total	Non Rec	Total
Alabama	Physical	6	4	7	7	3	1	1	13	11	2	55	$2,619	$144,053
	Phy - Aug	0	0	0	0	0	0	0	0	0	9	9	$2,619	$23,572
Florida	Physical	17	57	14	25	35	18	24	40	18	69	317	$3,165	$1,003,283
	Phy - Aug	0	0	0	0	0	0	0	0	0	0	0	$3,165	$0
Georgia	Physical	17	21	13	11	12	16	13	20	27	1	151	$5,268	$795,468
	Phy - Aug	0	0	0	0	0	0	0	0	0	13	13	$5,268	$68,484
Kentucky	Physical	2	4	4	1	3	3	2	0	3	0	22	$5,259	$115,688
	Phy - Aug	0	0	0	0	0	0	0	0	0	0	0	$5,259	$0
Louisiana	Physical	8	2	3	2	8	5	2	31	3	0	64	$2,558	$163,716
	Phy - Aug	0	0	0	0	0	0	0	0	0	3	3	$2,558	$7,674
Mississippi	Physical	2	2	4	4	4	0	1	3	4	0	24	$2,634	$63,224
	Phy - Aug	0	0	0	0	0	0	0	0	0	3	3	$2,634	$7,903
North Carolina	Physical	16	12	2	5	12	4	9	13	12	1	86	$5,168	$444,414
	Phy - Aug	0	0	0	0	0	0	0	0	0	12	12	$5,168	$62,011
South Carolina	Physical	3	3	10	1	10	5	19	10	17	0	78	$2,625	$204,748
	Phy - Aug	0	0	0	0	0	0	0	0	0	11	11	$2,625	$28,875
Tennessee	Physical	11	8	5	6	20	5	4	9	4	11	83	$2,980	$247,320
	Phy - Aug	0	0	0	0	0	0	0	0	0	0	0	$2,980	$0
												931	$64,551	$3,380,434
													$3,586	**$3,631**
													Avg of Rates	Weighted Avg

BIA Proposal Backup

Material located by searching for "payment due date" at http://tariff.bst.bls.com/search.htm

		Interest rate compounded per day:		
AL	E.2.4.1.B.3.b.2	0.0590%	1.83%	
FL	E.2.4.1.B.3.b	0.0590%	1.83%	
GA	E.2.4.1.B.3.b	0.0590%	1.83%	
KY	E.2.4.1.B.3.b.2	0.0590%	1.83%	
LA	E.2.4.1.B.3.b.2	0.0590%	1.83%	
MS	E.2.4.1.B.3.b	0.0590%	1.83%	
NC	E.2.4.1.B.4	0.0323%	**1.00%**	NC states 1% interest charged on late bills each month
SC	E.2.4.1.B.3	0.0484%	**1.50%**	SC states 1.5% interest charged on late bills each month
TN	E.2.4.1.B.3.b	0.0590%	1.83%	

BIT Invoice fees

State	Bills	Total Revenue	Average Revenue	Month	Volume % of Monthly Total	Volume % * Average Revenue	Weighted Average
AL	1,045	8,572,565	8,203.41	200308	8.37%	686.85	
FL	3,001	28,836,952	9,609.11	200308	24.04%	2,310.47	
GA	2,138	23,882,841	11,170.65	200308	17.13%	1,913.54	
KY	541	5,057,668	9,348.74	200308	4.33%	405.23	
LA	1,091	8,607,099	7,889.18	200308	8.74%	689.62	**8,456.40**
MS	578	7,472,536	12,928.26	200308	4.63%	598.71	
NC	1,800	8,322,954	4,623.86	200308	14.42%	666.85	
SC	1,014	5,962,943	5,880.61	200308	8.12%	477.76	
TN	1,273	8,828,778	6,935.41	200308	10.20%	707.38	
AL	1,039	8,365,983	8,051.96	200307	8.39%	675.38	
FL	3,001	27,871,338	9,287.35	200307	24.23%	2,250.05	
GA	2,135	23,568,350	11,039.04	200307	17.24%	1,902.67	
KY	538	5,070,686	9,425.07	200307	4.34%	409.36	
LA	1,100	8,280,144	7,527.40	200307	8.88%	668.45	**8,333.82**
MS	556	7,136,175	12,834.85	200307	4.49%	576.10	
NC	1,767	8,376,821	4,740.70	200307	14.26%	676.26	
SC	1,008	5,918,366	5,871.39	200307	8.14%	477.79	
TN	1,243	8,643,157	6,953.47	200307	10.03%	697.76	
AL	1,019	7,608,754	7,466.88	200306	8.23%	614.25	
FL	2,963	30,980,204	10,455.69	200306	23.92%	2,501.03	
GA	2,079	23,473,218	11,290.63	200306	16.78%	1,894.99	
KY	505	4,851,065	9,606.07	200306	4.08%	391.63	
LA	1,016	8,141,817	8,013.60	200306	8.20%	657.29	**8,466.28**
MS	553	6,894,850	12,468.08	200306	4.46%	556.62	
NC	1,768	8,758,614	4,953.97	200306	14.27%	707.08	
SC	999	5,851,034	5,856.89	200306	8.06%	472.35	
TN	1,188	8,312,266	6,996.86	200306	9.59%	671.05	
AL	1,009	7,091,262	7,028.01	200305	8.15%	572.48	
FL	2,891	31,523,184	10,903.90	200305	23.34%	2,544.86	
GA	2,059	22,505,832	10,930.47	200305	16.62%	1,816.89	
KY	491	4,607,244	9,383.39	200305	3.96%	371.94	
LA	979	8,021,383	8,193.45	200305	7.90%	647.56	**8,431.96**
MS	528	6,993,225	13,244.74	200305	4.26%	564.56	
NC	1,723	9,283,127	5,387.77	200305	13.91%	749.42	
SC	1,001	5,619,207	5,613.59	200305	8.08%	453.64	
TN	1,190	8,802,177	7,396.79	200305	9.61%	710.60	
AL	996	6,973,618	7,001.62	200304	8.04%	562.98	
FL	2,888	29,256,578	10,130.39	200304	23.31%	2,361.88	
GA	2,015	20,877,004	10,360.80	200304	16.27%	1,685.40	
KY	481	4,497,930	9,351.21	200304	3.88%	363.12	
LA	968	7,817,774	8,076.21	200304	7.81%	631.13	**7,991.96**
MS	513	8,016,892	15,627.47	200304	4.14%	647.20	
NC	1,670	8,044,325	4,816.96	200304	13.48%	649.42	
SC	969	5,546,666	5,724.11	200304	7.82%	447.78	
TN	1,188	7,965,671	6,705.11	200304	9.59%	643.07	
AL	986	6,576,553	6,669.93	200303	7.96%	530.92	
FL	2,805	27,214,827	9,702.26	200303	22.64%	2,197.05	
GA	1,953	20,622,611	10,559.45	200303	15.77%	1,664.86	
KY	456	4,408,348	9,667.43	200303	3.68%	355.89	
LA	952	7,487,232	7,864.74	200303	7.69%	604.44	**7,521.79**
MS	486	6,403,846	13,176.64	200303	3.92%	516.98	
NC	1,499	7,812,882	5,212.06	200303	12.10%	630.73	
SC	926	5,246,203	5,665.45	200303	7.48%	423.52	
TN	1,188	7,399,905	6,228.88	200303	9.59%	597.39	

Six Month Average BIA Revenue Per CLEC Bill: 8,200.37

Recurring and Non-Recurring

Category	Cost Ref Number	Average Line Counts Per Month	Percent of Total	Product Name	Nonrecurring Charges AL	FL	GA	KY	LA	MS	NC	SC	TN	Region-wide Average Rate Per Product	Recurring Charges Product Name	AL	FL	GA	KY	LA	MS	NC
Resale	N/A	237,188	80.19%	Res Complete Choice - Resale											Res Complete Choice - Resale	26.45	23.45	27.10	27.88	26.15	29.49	22.77
				First Line (per customer request)	33.48	34.01	35.15	35.47	32.50	38.76	35.23	34.08	34.86		Other Charges:							
				Electronic S.O. Charge	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	38.34	EUCL	6.00	6.00	6.00	6.00	6.00	6.00	6.00
				Total	36.98	37.51	38.65	38.97	36.00	42.26	38.73	37.58	38.36		UNE	0.35	0.35	0.35	0.35	0.35	0.35	0.35
															USF	0.49	0.49	0.49	0.49	0.49	0.49	0.49
															Grand Total Res Complete Choice	33.30	30.29	33.94	34.72	33.00	36.33	29.61
	N/A	58,606	19.81%	Bus Complete Choice - Resale											Bus Complete Choice - Resale	72.82	43.28	84.35	55.35	64.22	63.19	66.74
				First Line (per customer request)	57.75	46.79	48.17	61.66	67.39	56.45	53.56	54.53	49.14		Other Charges:							
				Electronic S.O. Charge	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	3.50	58.55	EUCL	6.00	7.84	7.84	7.84	7.84	7.84	7.84
				Total	61.25	50.29	51.67	65.16	70.89	59.95	57.06	58.03	52.64		UNE	0.35	0.35	0.35	0.35	0.35	0.35	0.35
															USF	0.49	0.49	0.49	0.49	0.49	0.49	0.49
															Grand Total Bus Complete Choice	79.66	51.94	93.03	72.03	72.90	71.87	75.42
		295,794												42.34								
UNE	A.1.1	211,040	45.73%	2 Wire UVL-SL1											2 Wire UVL-SL1	12.50	10.69	14.21	10.50	12.90	12.00	12.77
				Fee	37.81	49.57	40.02	46.66	36.54	37.92	36.54	37.92	31.99		Zone 2	21.05	15.20	16.41	15.34	23.33	16.87	21.24
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	43.15	Zone 3	34.34	26.97	28.06	31.11	48.43	25.58	33.65
				Total:	43.64	51.09	40.57	54.54	39.52	43.62	39.52	43.84	31.99		Zone 4						43.65	
															Statewide Average	22.66	17.62	18.90	19.00	25.22	24.51	22.33
	A.1.2	187,567	40.64%	2 Wire UVL-SL2											2 Wire UVL-SL2	14.38	12.24	16.84	12.67	14.92	13.59	14.97
				Fee	88.00	135.75	79.85	134.89	102.10	105.96	102.10	105.98	75.06		Zone 2	22.85	17.40	19.45	17.45	25.35	18.75	25.93
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	107.01	Zone 3	36.14	30.97	32.92	33.22	50.46	27.55	40.61
				Total:	93.83	137.27	80.40	142.77	105.08	111.66	105.08	111.90	75.06		Zone 4						45.72	
															Statewide Average	24.46	20.17	22.40	21.11	30.25	26.45	27.24
	A.5.1	4,140	0.90%	2 Wire ISDN Digital Grade Loop											2 Wire ISDN Digital Grade Loop	27.84	19.25	21.89	19.44	22.09	21.01	19.42
				Fee	117.24	147.69	180.06	146.77	113.34	117.61	113.34	117.58	142.76		Zone 2	32.85	27.40	25.27	25.06	35.28	27.58	32.88
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	136.64	Zone 3	43.55	46.82	40.17	42.67	65.18	37.34	51.14
				Total:	123.07	149.21	180.61	154.65	116.32	123.31	116.32	123.50	142.76		Zone 4						58.18	
															Statewide Average	34.43	31.77	25.11	25.80	40.85	36.25	34.46
	A.6.1	16,988	3.68%	2 Wire ADSL Digital +LMU											2 Wire ADSL Digital +LMU	11.01	8.30	11.23	10.62	12.29	11.11	11.00
				Fee	110.00	149.53	44.69	141.98	117.08	121.27	117.08	120.84	156.95		Zone 2	12.73	11.80	12.97	11.79	14.09	11.47	18.38
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	123.64	Zone 3	14.30	20.94	20.62	12.67	15.75	11.74	28.42
				Total:	115.83	151.05	45.24	149.86	120.06	126.97	120.06	126.76	156.95		Zone 4						12.69	
															Statewide Average	12.66	13.66	14.94	11.60	14.04	11.75	19.27
	A.9.1	39,094	8.47%	4 Wire DS1 Digital Loop											4 Wire DS1 Digital Loop	82.55	70.74	55.53	86.47	85.70	79.06	47.00
				Fee	252.47	313.75	211.93	308.69	245.16	253.93	245.16	253.03	313.08		Zone 2	134.16	100.54	84.13	114.10	194.96	129.38	84.38
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	269.84	Zone 3	314.52	178.39	101.50	297.76	491.94	206.74	134.23
				Total:	258.30	315.27	212.48	314.57	248.14	259.63	248.14	258.95	313.08		Zone 4						458.46	
															Statewide Average	183.75	116.55	73.80	166.11	267.53	218.42	85.75
	A.13.1	828	0.18%	2W Copper Loop (Design) Short w/LMU											2 Wire Copper Loop (Design) Short w/LMU	11.01	8.30	12.02	10.62	12.29	11.11	13.20
				Fee	112.46	148.50	44.69	140.95	116.18	120.34	116.18	119.91	31.99		Zone 2	12.73	11.50	13.86	11.79	14.09	11.47	22.38
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	109.40	Zone 3	14.30	20.04	22.07	12.97	15.75	11.74	34.80
				Total:	118.29	150.02	45.24	148.83	119.16	126.04	119.16	125.83	31.99		Zone 4						12.89	
															Statewide Average	12.68	13.58	15.99	11.83	14.04	11.75	23.48
	A.13.12 (In GA, A.17.3)	1,848	0.40%	2-Wire UCL - Non Design											2-Wire Unbundled Copper Loop - Non Design	11.20	7.69	11.02	10.56	12.40	11.01	10.10
				Fee	34.14	44.98	44.69	44.97	35.27	36.53	35.27	36.40	31.99		Zone 2	13.27	10.92	12.72	11.51	14.32	11.51	17.56
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	41.98	Zone 3	15.07	19.36	20.22	13.19	16.87	11.57	27.58
				Total:	39.97	46.50	45.24	52.85	38.25	42.23	38.25	42.32	31.99		Zone 4						13.19	
															Statewide Average	13.18	12.66	14.65	11.76	14.53	11.80	18.43
		461,505												92.22								
UNE-P	P1.1 & P1.2	2,059,028	100.00%	2W Voice Grade SL-1 Loop w 2W Line Port											2W Voice Grade SL-1 Loop w 2W Line Port	14.66	13.20	12.64	10.79	13.13	14.77	13.03
				Fee	40.18	53.31	22.14	21.29	38.85	40.31	38.85	40.30	22.14		Zone 2	23.17	17.31	14.26	15.52	23.75	19.70	21.33
				Electronic S.O. Charge	5.83	1.52	0.55	7.88	2.98	5.70	2.98	5.92	n/a	38.97	Zone 3	36.78	28.06	21.62	31.74	49.82	28.03	32.61
				Total	46.01	54.83	22.69	29.17	41.83	46.01	41.83	46.22	22.14		Zone 4						47.47	
															Statewide Average	24.84	19.52	16.16	19.35	28.93	27.69	22.32
		2,059,028												38.97								

Nonrecurring Charges	Region-wide Average Rate
RESALE	42.34
UNE	92.22
UNE-P	38.97

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Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
OSS	**OSSRI**	Title	OSSRI: OSS Response Interval (Pre-Ordering/Ordering/Maintenance & Repair)	Per the Staff's Positio Staff indicated plans t Interval (Pre-Ordering (Maintenance & Repa combination of OSS-
		Definition	Definition The response interval is the average/percentage of time to retrieve pre-order/order/maintenance and repair information from a given legacy system.	
		Exclusions	Exclusions • Syntactically Incorrect queries • Scheduled OSS Maintenance • Test Transactions/Records	
		Business Rules	Business Rules OSS Response Interval is designed to monitor the time required for the CLEC and BellSouth interface systems to obtain, from BellSouth's legacy systems, the information required to handle Preordering/Ordering/Maintenance and Repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the appropriate response has been transmitted through same point to the requester. The average response interval for retrieving Preorder/Order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month. The following systems are observed in the PreOrdering/Ordering OSS Response Interval measurement: RSAG-Address, RSAG-TN, ATLAS, COFFI, DSAP, and CRIS. The percent response interval for retrieving Maintenance and Repair information from a given legacy system is determined by dividing the number of responses returned within 10 seconds by the total number of queries submitted in the reporting period and multiplying by 100. The following systems are observed in the Maintenance and Repair OSS Response Interval measurement: CRIS, DLETH, DLR, LMOS, LMOSupd, LNP Gateway, MARCH, OSPCM, Predictor, SOCS, and NIW.	

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
		Calculations	**Calculation** PreOrdering/Ordering OSS Response Interval = (a - b) • a = Date and time of legacy response • b = Date and time of legacy request PreOrdering/Ordering Average Response Interval = (c / d) • c = Sum of response intervals • d = Number of legacy requests during the reporting period Maintenance and Repair OSS Response Interval = (a - b) • a = Query Response Date and time • b = Query Request Date and time Maintenance and Repair Percent Response Interval (per category) = (c / d) X 100 • c = Number of responses returned within 10 seconds • d= Number of queries submitted in the reporting period	BellSouth is still inves apply to both measure that investigation is co At this time BellSouth from each measurem calculation that reflect ordering / ordering an the analog compariso BellSouth is hopeful th next week. It is possi measurement such as may be revised as a r In the interim, BellSou rules and the calculat the respective section

		Report Structure	**Report Structure**
			• PreOrdering/Ordering OSS Average Response Interval
			• Maintenance and Repair OSS Percent Response Interval
			  • Legacy System/Interface Specific
			  • Geographic Scope
			  - Region
				See above

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
		SQM Disaggregation – Analog / Benchmark	SQM Disaggregation - Analog/Benchmark SQM Level of Disaggregation • Legacy System / Interface SQM Analog/Benchmark PreOdering/Ordering OSS Response Average Interval • Regional Level, Parity – 2 seconds Maintenance and Repair OSS Response Average Interval • Regional Level, Per OSS Interface ..... Parity with Retail	See Above
		SEEM	SEEM Measure SEEM Tier I Tier II Yes X	

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
OSS	OSS-2	Title	~~OSS-2~~ IA: ~~OSS~~ Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair)	Per the Staff's Positio Staff indicated plans (Pre-Ordering/Orderi (Maintenance & Repa combination of OSS-2
		Definition	~~Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)~~ This measure captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. "Functional Availability" is defined as the number of hours in the reporting period the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period the applications/interfaces are scheduled to be available. Scheduled availability is posted on the Interconnection website~~:~~ (http://www.interconnection.bellsouth.com/oss/oss_hour.html).	Wording clarification.
		Exclusions	**Exclusions** • CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc. • Degraded service outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time. • ~~Scheduled OSS Maintenance~~	Scheduled OSS Main already excluded fron
		Business Rules	~~This measurement captures the functional~~ The Interface Availability calculation is based upon availability of applications and ~~interfacings~~ applications utilized by CLECs for pre-ordering, ordering, and maintenance & repair ~~as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure.~~ • Full outages are defined as occurrences of either of the following: - Application/Interface application is down or totally inoperative - Application is totally inoperative for customers attempting to access or use the application (this includes transport outages when they may be directly associated with a specific application) • ~~Loss of Functionality outages are defined as: A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.~~ ~~Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.~~ ~~(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)~~	Only full outages will Removed irrelevant s Removed note becau scheduled hours of o is a business practice Guide.
		Calculations	~~OSS~~ Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair) = (a- ~~-~~b)/a X 100 • a = ~~Functional~~ Scheduled Availability Minutes • b = ~~Scheduled Availability~~ Full Outage Minutes	Adjusted calculation t Clarify full outage cal

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
		Report Structure	• ~~Interface Type~~ • ~~Not CLEC Specific~~ • Legacy System Interface Specific • ~~Not Product/Service Specific~~ • Geographic Scope - Regional ~~Level~~	Report Structure char the report.
		SQM Disaggregation – Analog / Benchmark	SQM Level of Disaggregation — SQM Analog/Benchmark • Interface Availability (Full Outages) ~~Regional Level, Per OSS Interface~~ — >= 99.5% (See Appendix ~~D~~ C: Interface Tables for SQM ~~OSS~~ Availability)	Modified disaggregati Full Outage. Modified Appendix D measurement.

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	roposed Change	Rationale for Propos
Ordering	**BMIA**	Title	**BMIA: UNE Bulk Migration Batch Scheduler Availability (Pre-Ordering)**	Proposed new measu UNE Bulk Migration B
		Definition	**Definition** This measure captures the functional availability of the UNE Bulk Migration Batch Scheduler application as a percentage of scheduled availability for the same system. Scheduled availability is posted on the PMAP website (http://pmap.bellsouth.com/content/documentation.aspx).	
		Exclusions	**Exclusions** • CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc. • Scheduled Downtime for Maintenance	
		Business Rules	**Business Rules** The Interface Availability calculations are based upon availability of UNE Bulk Migration Batch Scheduler application utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period the UNE Bulk Migration Batch Scheduler is available to users. "Scheduled Availability" is defined as the number of hours in the reporting period the UNE Bulk Migration Batch Scheduler is scheduled to be available. Outages occur when: The application is totally inoperative for customers attempting to access or use the application (this includes transport outages when they may be directly associated with a specific application)	
		Calculations	**Calculation** Interface Availability = (a - b) / a X 100 • a = Scheduled Availability Minutes • b = Full Outage Minutes	
		Report Structure	**Report Structure** • Geographic Scope - Region	
		SQM Disaggregation – Analog / Benchmark	**SQM Disaggregation - Analog/Benchmark** **SQM Level of Disaggregation** — **SQM Analog/Benchmark** • UNE Bulk Migration Batch Schedule Availability — Diagnostic	Initial benchmark pro during the first six mo

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale f	Propos
		SEEM	SEEM Measure SEEM Tier I Tier II No		

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
Provisioning	P-1	Title	~~P-1~~ HOI: ~~Mean Held Order Interval & Distribution Intervals~~	Title changed to matc
		Definition	This report measures ~~When~~ delays ~~occur~~ in completing CLEC orders~~, the average period that CLEC orders are held for~~ due to BellSouth reasons~~, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date, divided by the total number of held orders.~~ This report is based on orders still pending, held and past their committed due date at the end of the reporting period.~~ The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)~~	Wording clarification e interval buckets.
		Exclusions	• Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders~~, Test Orders, etc., which may be ~~) Test~~ order types ~~may be~~ C, N, R, or T) • Disconnect ~~(D) & From (F) o~~Orders • Orders with Appointment Code of 'A', i.e., orders for locations requiring special construction including locations where no address exists and a technician must make a field visit to determine how to get facilities to the location. • Listing Orders	Wording clarification
		Business Rules	~~Mean Held Order Interval.~~ This metric is computed at the close of each reporting period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order~~, and, identifying all orders that have been reported as completed in SOCS after the currently committed due date for the order.~~ For each ~~such~~ held order, the interval is determined from the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period~~, is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held.~~ The total number of held order days are accumulated ~~in a category is~~ and then divided by the number of held orders ~~within the same category~~ to produce the mean held order interval. The interval is ~~by~~ expressed in calendar days with no exclusions for Holidays or Sundays. ~~CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.~~ ~~Held Order Distribution Interval: This measure provides data to report total days held and identifies them in categories of <15 days and >90 days. (Orders counted in >90 days are also included in >15 days).~~	No need to separate b order measure provid an order was held. He regardless of the reas with the majority of he calculation of the mea method of identifying Interval buckets are n how long orders were BellSouth's obligation
		Calculations	**Mean Held Order Interval** = a / b • a = Sum of held-over-days for all held ~~past due~~ orders ~~Held with a BellSouth Missed Appointment from the earliest BellSouth missed appointment~~ • b = Total n~~N~~umber of held ~~past due~~ orders ~~held and pending but not completed and past the committed due date~~ ~~**Held Order Distribution Interval (for each interval)** = (c / d) X 100~~ • ~~c = # of orders held for >= 15 days, or # of orders held for >= 90 days~~ • ~~d = Total # of past due orders held and pending but not completed)~~	Wording clarification Held Order Distributio average for held orde BellSouth's obligation

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
		Report Structure	• CLEC Specific • CLEC Aggregate • BellSouth Aggregate • ~~Circuit Breakout < 10, >= 10 (except trunks)~~ • ~~Dispatch/Non-Dispatch~~ • Geographic Scope - State ~~- Region~~	Report Structure char volume, resulting in d meaningful. For exam any data in the report Dispatch/Non-Dispatc is not meaningful to d dispatched or not.
		SQM Disaggregation – Analog / Benchmark	**SQM Level of Disaggregation** — **SQM Analog/Benchmark** • Resale Residence (Non-Design) — Retail Residence (Non-Design) • Resale Business (Non-Design) — Retail Business (Non-Design) • Resale Design — Retail Design • ~~Resale PBX — Retail PBX~~ • ~~Resale Centrex — Retail Centrex~~ • ~~Resale ISDN — Retail ISDN~~ • ~~LNP (Standalone) — Retail Residence and Business (POTS)~~ • ~~INP (Standalone) — Retail Residence and Business (POTS)~~ • ~~2W~~ UNE Analog Loop (Design) — Retail Residence, ~~and~~ Business, and Design (Dispatch) • ~~2W~~ UNE Analog Loop (Non-Design) — Retail Residence and Business – ~~(~~POTS (Excluding Switch Based Orders) • ~~2W Analog Loop with LNP - Design — Retail Residence and Business Dispatch~~ • ~~2W Analog Loop with LNP- Non-Design — Retail Residence and Business – (POTS Excluding Switch Based Orders)~~ • ~~2W Analog Loop with INP Design — Retail Residence and Business Dispatch~~ • ~~2W Analog Loop with INP Non-Design — Retail Residence and Business – (POTS Excluding Switch Based Orders)~~ • UNE Digital Loop < DS1 — Retail Digital Loop < DS1 • UNE Digital Loop >= DS1 — Retail Digital Loop >= DS1 • UNE Loop + Port Combinations — Retail Residence and Business ~~- Dispatch In — Dispatch In~~ ~~- Switch Based — Switched Based~~ • UNE EELs — Retail DS1/DS3 • ~~UNE Switch Ports — Retail Residence and Business (POTS)~~ • ~~UNE Combo Other — Retail Residence, Business and Design Dispatch~~ • UNE xDSL (HDSL, ADSL and UCL) — ADSL Provided to Retail • UNE ISDN ~~(Includes UDC)~~ — Retail ISDN – BRI • UNE Line Splitting — ADSL Provided to Retail • ~~UNE Line Sharing — ADSL Provided to Retail~~ • UNE Other Design — ~~Retail Design~~ Diagnostic • UNE Other Non-Design — ~~Retail Residence and Business~~ Diagnostic • ~~Local Transport (Unbundled Interoffice Transport) — Retail DS1/DS3 Interoffice~~ • Local Interconnection Trunks — ~~Parity with~~ Retail Trunks	Streamline the SQM with consistently low low volumes render th performance. The pro removed will continue simply be part of anot separately. Since the for either category wo Lastly, BellSouth doe held orders.

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propo
Provisioning	P-2A	Title	**P-2A JNI: Jeopardy Notice Interval**	
		Definition	~~When BellSouth can determine, in advance, that a committed due date is in jeopardy for facility delay, it BellSouth will provide advance notice to the CLEC.~~ This report measures the percentage of jeopardy notices that BellSouth provides in advance to the CLECs indicating a committed due date is in jeopardy due to a facility delay. ~~The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the due date of the order.~~	Wording clarification
		Exclusions	• ~~Order: held for CLEC and user reasons~~ • Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc., which may be order types C, N, R, or T). • Disconnect ~~(D) and From (F) o~~Orders • Orders ~~with~~ jeopard~~y~~ized ~~Notice when jeopardy is identified~~ on the due date. This exclusion only applies when the technician on premises has attempted to provide service but must refer to Engineer or Cable Repair for facility jeopardy. • Orders issued with a due date of ~~<=~~ less than 48 hours • Listing Orders	This metric captures during the "life" of th User reasons are no P-2 measures BellSo cycle of the service c The additional exclus Orders) are applied measurements.
		Business Rules	When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. ~~The number of committed orders in a report period is the number of o~~Orders that have a due date in the reporting period are included in the calculation. The interval is calculated using the date/time the notice is released to the CLEC/BellSouth systems until 5 PM on the due date of the order. ~~Jeopardy notices for interconnection trunk results are usually zero as there trunks seldom experience facility delays. The Committed Due Date is considered the Confirmed Due Date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.~~	Wording Clarification business rules.
		Calculations	~~**Jeopardy Interval = a – b**~~ • ~~a = Date and time of scheduled due date on service order~~ • ~~b = Date and time of jeopardy notice~~ ~~**Average Jeopardy Interval = c / d**~~ • ~~c = Sum of all jeopardy intervals~~ • ~~d = Number of orders notified of jeopardy in reporting period~~ **Percentage of Orders Given Jeopardy Notice >= 48 Hours = (a / b) X 100** • a= Number of orders given jeopardy notice >= 48 hours in the reporting period (electronic only) • b = Number of orders given jeopardy notices in the reporting period (electronic only)	Delete Average Jeop necessary to calcula Add calculation used

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change
		Report Structure	• CLEC Specific • CLEC Aggregate • BellSouth Aggregate • ~~Mechanized Orders~~ • ~~Non-Mechanized Orders~~ • ~~Dispatch/Non-Dispatch~~ • Geographic Scope - State ~~Region~~
		SQM Disaggregation – Analog / Benchmark	• ~~Resale Residence ..... 95% >= 48 hours~~ • ~~Resale Business ..... 95% >= 48 hours~~ • ~~Resale Design ..... 95% >= 48 hours~~ • ~~Resale PBX ..... 95% >= 48 hours~~ • ~~Resale Centrex ..... 95% >= 48 hours~~ • ~~Resale ISDN ..... 95% >= 48 hours~~ • ~~LNP (Standalone) ..... 95% >= 48 hours~~ • ~~INP (Standalone) ..... 95% >= 48 hours~~ • ~~2W Analog Loop Design ..... 95% >= 48 hours~~ • ~~2W Analog Loop Non Design ..... 95% >= 48 hours~~ • ~~2W Analog Loop with LNP - Design ..... 95% >= 48 hours~~ • ~~2W Analog Loop with LNP Non Design ..... 95% >= 48 hours~~ • ~~2W Analog Loop with INP Design ..... 95% >= 48 hours~~ • ~~2W Analog Loop with INP Non Design ..... 95% >= 48 hours~~ • ~~UNE Digital Loop – DS1 ..... 95% >= 48 hours~~ • ~~UNE Digital Loop – > DS1 ..... 95% >= 48 hours~~ • ~~UNE Loop + Port Combinations ..... 95% >= 48 hours~~ ~~Dispatch In ..... Dispatch In~~ ~~Switch Based ..... Switch Based~~ • ~~EELs ..... 95% >= 48 hours~~ • ~~UNE Combo Other ..... 95% >= 48 hours~~ • ~~UNE xDSL (HDSL, ADSL and UCL) ..... 95% >= 48 hours~~ • ~~UNE ISDN (Includes UDC) ..... 95% >= 48 hours~~ • ~~UNE Line Sharing ..... 95% >= 48 hours~~ • ~~UNE Line Splitting ..... 95% >= 48 hours~~ • ~~UNE Other Design ..... 95% >= 48 hours~~ • ~~UNE Other Non-Design ..... 95% >= 48 hours~~ • ~~Local Transport (Unbundled Interoffice Transport) ..... 95% >= 48 hours~~ • ~~Local Interconnection Trunks ..... 95% >= 48 hours~~ • Jeopardy Notices ..... 95% >= 48 hours

Report Structure cha
report.

Mechanization type is
order received a jeop
the jeopardy. Only dis
so disaggregation by

Product type has litt'
Jeopardy Notices. S
be found in the raw d
All of the disaggrega
therefore all products
disaggregation. The p
current.

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Prop
Provisioning	P-3	Title	~~P-3~~ PMIA: Percent Missed ~~Initial~~ Installation Appointments	Measure changed to accurately reflec Initial).
		Definition	~~"Percent missed initial installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to ensure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth.~~ This report measures ~~is~~ the percentage of total orders ~~processed~~ for which BellSouth is unable to complete the service orders on the committed due dates ~~and reported for Total misses and End User Misses~~.	Wording clarificatio
		Exclusions	• ~~Orders c~~Canceled Service Orders ~~prior to the due date including orders that are to be provisioned on the same day they are placed ("Zero Due Date Orders")~~ • Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders~~ Test Orders, etc., which may be c~~O~~rder types ~~may be coded~~ C, N, R or T) • Disconnect ~~(D) & From (F) o~~Orders • ~~End User Misses~~ • Listing Orders	End User Missed A measure; instead t appointment. Additional Wording
		Business Rules	~~Percent Missed Initial Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end user reasons will be excluded and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code, used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.~~ All Service orders are considered as met, unless the first missed appointment code is due to BellSouth company reasons.	Wording clarificatio not be excluded, bu
		Calculations	**Percent Missed Installation Appointments** = (a / b) X 100 • a = Number of orders ~~with Completion date in reporting period past the original committed due date~~ where the installation appointment is not met • b = Total number of orders completed during the ~~in~~ reporting period	Wording clarificatio
		Report Structure	• CLEC Specific • CLEC Aggregate • BellSouth Aggregate • ~~Report in Categories of "10 lines/circuits" – 10 lines/circuits (except Trunks)~~ • ~~Dispatch/Non Dispatch (except Trunks)~~ • Geographic Scope - State ~~- Region~~	Applying the same to line count or disp Report Structure ch the report.

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Prop
		SQM Disaggregation – Analog / Benchmark	SQM Level of Disaggregation / SQM Analog/Benchmark • Resale Residence (Non-Design) / Retail Residence (Non-Design) • Resale Business (Non-Design) / Retail Business (Non-Design) • Resale Design / Retail Design • ~~Resale PBX~~ / ~~Retail PBX~~ • ~~Resale Centrex~~ / ~~Retail Centrex~~ • ~~Resale ISDN~~ / ~~Retail ISDN~~ • LNP/INP (Standalone) / Retail Residence and Business (POTS) • ~~INP (Standalone)~~ / ~~Retail Residence and Business (POTS)~~ • ~~2W~~ UNE Analog Loop (Design) / Retail Residence, ~~and~~ Business and Design (Dispatch) • ~~2W~~ UNE Analog Loop (Non-Design) / Retail Residence and Business – (POTS (Excluding Switch Based Orders) • ~~2W Analog Loop With LNP - Design~~ / ~~Retail Residence and Business Dispatch~~ • ~~2W Analog Loop With LNP- Non-Design~~ / ~~Retail Residence and Business – (POTS Excluding Switch Based Orders)~~ • ~~2W Analog Loop With INP Design~~ / ~~Retail Residence and Business Dispatch~~ • ~~2W Analog Loop With INP Non-Design~~ / ~~Retail Residence and Business – (POTS Excluding Switch Based Orders)~~ • UNE Digital Loop < DS1 / Retail Digital Loop < DS1 • UNE Digital Loop >= DS1 / Retail Digital Loop >= DS1 • UNE Loop + Port Combinations / Retail Residence and Business ~~– Dispatch In~~ / ~~– Dispatch In~~ ~~– Switch Based~~ / ~~– Switched Based~~ • ~~UNE Switch Ports~~ / ~~Retail Residence and Business (POTS)~~ • ~~UNE Combo Other~~ / ~~Retail Residence, Business and Design Dispatch~~ • UNE EELs / Retail DS1/DS3 • UNE xDSL (HDSL, ADSL and UCL) / ADSL Provided to Retail ~~– Without Conditioning~~ / ~~– Without Conditioning~~ ~~– With Conditioning~~ / ~~– With Conditioning (BellSouth does not offer this service to Retail)~~ • UNE ISDN / Retail ISDN - BRI • UNE Line ~~Sharing~~ Splitting ~~Without Conditioning~~ / ADSL Provided to Retail ~~With Conditioning~~ / ~~ADSL Provided to Retail~~ • UNE Other Design / Diagnostic ~~Retail Design~~ • UNE Other Non-Design / Diagnostic ~~Retail Residence and Business~~ • ~~Local Transport (Unbundled Interoffice Transport)~~ / ~~Retail DS1/DS3 Interoffice~~ • Local Interconnection Trunks / ~~Party with~~ Retail Trunks • ~~UNE Line Splitting Without Conditioning~~ / ~~ADSL Provided to Retail~~ • ~~With Conditioning~~ / ~~ADSL Provided to Retail~~ • ~~UNE UDC/IDSL~~ / ~~Retail ISDN – BRI~~	Streamline the SQM disaggregations wit unnecessary. These useless to evaluate disaggregations tha included in the resu category instead of are low, performanc be adversely affecte
		SEEM		

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
Provisioning	P-4	Title	**P-4 OCI: Average Completion Interval (OCI) ~~& Order Completion Interval Distribution~~**	Per the Staff's Positio Staff indicated plans BellSouth's proposed meaning of the meas buckets are not need
		Definition	This report measures ~~The "average completion interval" measure monitors~~ the interval of time it takes BellSouth to provide service for the CLEC or its own customers. ~~The "Order Completion Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.~~	Wording clarification Removing unnecessa the parity comparison
		Exclusions	• Canceled Service Orders • Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders,~~ Test Orders, etc., which may be order types C, N, R or T) • Disconnect ~~(D & F)~~ orders ~~(Except "D" orders associated with LNP Standalone)~~ • "L" Appointment coded orders (where the customer has requested a later than offered interval) • CLEC/End user-caused misses • Listing Orders	Listing orders were al BellSouth lists it sepa measures.
		Business Rules	The ~~actual~~ completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date/time stamp indicating receipt of an order (application date) from the CLEC to BellSouth's ~~actual~~ order completion date. ~~The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.~~ Orders ~~that are~~ worked on zero due dates are calculated with a .33-day interval (8 hours) ~~in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work non-dispatched) or field orders (dispatched).~~ Orders can be either dispatch or non-dispatch. ~~The interval breakout for UNE and Design is: 0-5 = 0 <= 5, 5-10 = 5 <= 10, 10-15 = 10 <= 15, 15-20 = 15 <= 20, 20-25 = 20 <= 25, 25-3 = 25 <= 30, >= 30 = 30 and greater.~~ Only valid business days will be included in the calculation of this interval. Valid business days may be found at the following website: (http://www.interconnection.bellsouth.com/#localorderinghandbook/intervalguide).	Only valid business d interval, since no wor The future calculation determination. Wording changes to r BellSouth uses the da Eliminating unnecess comparison.
		Calculations	**Order Completion Interval = (a - b)** • a = Completion Date • b = FOC ~~or~~ SOCS date time-stamp (application date) **Average Order Completion Interval = (c / d)** • c = Sum of all completion intervals • d = Count of orders completed in the reporting period ~~**Order Completion Interval Distribution (for each interval) = (e / f) X 100**~~ ~~• e = Service Orders Completed in "X" days~~ ~~• f = Total Service Orders Completed in Reporting Period~~	The interval distributi analog is applied to th

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propo
		Report Structure	• CLEC Specific • CLEC Aggregate • BellSouth Aggregate • Dispatch/Non-Dispatch categories applicable to all levels except trunks • ~~Residence and Business reported in day intervals = 0,1,2,3,4,5,5+~~ • ~~UNE and Design reported in day intervals =0,5,5-10,10-15,15-20,20-25,25-30, >= 30~~ • All Levels are reported < ~~10~~ 6 lines/circuits; >= ~~10~~ 6 lines/circuits (except trunks) • Geographic Scope - State ~~Region~~	Report Structure cha the report. The interval buckets analog is applied to t Changes reflect the I Guide
		SQM Disaggregation – Analog / Benchmark	**SQM Level of Disaggregation** — **SQM Analog/Benchmark** • Resale Residence (Non-Design) — Retail Residence (Non-Design) • Resale Business (Non-Design) — Retail Business (Non-Design) • Resale Design — Retail Design • ~~Resale PBX — Retail PBX~~ • ~~Resale Centrex — Retail Centrex~~ • ~~Resale ISDN — Retail ISDN~~ • LNP/INP (Standalone) — Retail Residence and Business (POTS) • ~~INP (Standalone) — Retail Residence and Business (POTS)~~ • ~~2W~~ UNE Analog Loop (Design) — Retail Residence, ~~and~~ Business and Design (Dispatch) • ~~2W~~ UNE Analog Loop (Non-Design) — Retail Residence and Business ~~(POTS Excluding Switch Based Orders)~~ Dispatch • ~~2W Analog Loop with LNP - Design — Retail Residence and Business Dispatch~~ • ~~2W Analog Loop with LNP- Non-Design — Retail Residence and Business – (POTS Excluding Switch Based Orders)~~ • ~~2W Analog Loop with INP- Design — Retail Residence and Business Dispatch~~ • ~~2W Analog Loop with INP- Non-Design — Retail Residence and Business – (POTS Excluding Switch Based Orders)~~ • UNE Digital Loop < DS1 — Retail Digital Loop < DS1 • UNE Digital Loop >= DS1 — Retail Digital Loop >= DS1 • UNE Loop + Port Combinations — Retail Residence and Business ~~Dispatch In — Dispatch In~~ ~~Switch Based — Switch Based~~ • UNE EELs — Retail DS1/DS3 • ~~UNE Switch Ports — Retail Residence and Business (POTS)~~ • ~~UNE Combo Other — Retail Residence, Business and Design Dispatch~~ • UNE xDSL (HDSL, ADSL and UCL) - without conditioning — ~~<= 5~~ 6 Days - with conditioning — ~~<= 12~~ Days • UNE ISDN — Retail ISDN - BRI • ~~UNE Line Sharing without Conditioning — ADSL Provided to Retail with Conditioning — <= 12 Days~~ • UNE Line Splitting without Conditioning — ADSL Provided to Retail with Conditioning — <= 12 Days • ~~Local Transport (Unbundled Interoffice Transport) — Retail DS1/DS3 Interoffice~~ • UNE Other Design — ~~Retail Design~~ Diagnostic • UNE Other Non-Design — ~~Retail Residence and Business~~ Diagnostic • ~~UNE UDC/IDSL — Retail ISDN - BRI~~ • Local Interconnection Trunks — ~~Parity with~~ Retail Trunks	Streamline the SQM with consistently low low volumes render t performance. The pr removed will continue simply be part of ano separately. Since the for either category wo

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
		SEEM		No Change

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
Provisioning	P-5	Title	~~P-5~~ CNI: Average Completion Notice Interval	
		Definition	~~The Completion Notice Interval is~~ This report measures the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.	Per the Staff's Positio Staff indicated plans t Wording Clarification
		Exclusions	• Canceled Service Orders • Order activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, ~~Listing Orders,~~ Test Orders, etc., ~~which may be~~ Test order types ~~may be~~ C, N, R, or T). • ~~D & T~~ Disconnect Orders ~~(Exception: "D" orders associated with LNP Standalone)~~ • Listing Orders	Wording Clarification
		Business Rules	The interval begins ~~Measurement on interval of~~ with the completion date and time entered by a BellSouth field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders ~~, to the~~ and the interval ends with release of ~~a~~ the notice of completion status to the CLEC ~~BellSouth of the completion status~~. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems ~~either completing the order or rejecting the order~~ to the Work Management Center (WMC), either completing or rejecting the order. If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order. ~~The start time for all orders is the completion stamp, either by the field technician or the 5PM due date stamp.~~ ;The end time for mechanized orders is the time stamp when the notice was delivered to the CLEC interface ~~(LENS, EDI, OR TAG)~~. For non-mechanized orders the end time will be date and timestamp of order update from ~~the FAX record via LON or~~ the C-SOTS system. For the retail analog, the start time ~~is~~ begins when the technician completes the order and ~~the end time is~~ ends when the order status is changed to complete in SOCS.	Wording Clarification
		Calculations	**Completion Notice Interval = (a - b)** • a = Date and time of notice of completion • b = Date and time of work completion **Average Completion Notice Interval = c / d** • c = Sum of all completion notice intervals • d = Number of orders with notice of completion in the reporting period	No change
		Report Structure	• CLEC Specific • CLEC Aggregate • BellSouth Aggregate • Mechanized Orders • Non-Mechanized Orders • ~~Dispatch/Non-Dispatch~~ • ~~Reporting intervals in Hours: 0,1 <= 2, > 2 <= 4, > 4 <= 8, > 8 <= 12, > 12 <= 24, > 24 plus Overall Average Hour Interval~~ • ~~Reported in categories of <10 line / circuits; >= 10 line/circuits (except trunks)~~ • Geographic Scope - State ~~- Region~~	Report Structure char the report. The interval buckets a analog is only applied Show one disaggrega counts because there

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	
		SQM Disaggregation – Analog / Benchmark	SQM Level of Disaggregation	SQM Analog/Benchmark
			• Resale Residence (Non-Design)	Retail Residence (Non-Design)
			• Resale Business (Non-Design)	Retail Business (Non-Design)
			• Resale Design	Retail Design
			• ~~Resale PBX~~	~~Retail PBX~~
			• ~~Resale Centrex~~	~~Retail Centrex~~
			• ~~Resale ISDN~~	~~Retail ISDN~~
			• LNP INP (Standalone)	Retail Residence and Business (POTS)
			• ~~INP (Standalone)~~	~~Retail Residence and Business (POTS)~~
			• ~~2W~~ UNE Analog Loop (Design)	Retail Residence, ~~and~~ Business, and Design (Dispatch)
			• ~~2W~~ UNE Analog Loop (Non-Design)	Retail Residence and Business – POTS (Excluding Switch Based Orders)
			• ~~2W Analog Loop with LNP - Design~~	~~Retail Residence and Business Dispatch~~
			• ~~2W Analog Loop with LNP Non-Design~~	~~Retail Residence and Business – POTS Excluding Switch Based Orders~~
			• ~~2W Analog Loop with INP Design~~	~~Retail Residence and Business Dispatch~~
			• ~~2W Analog Loop with INP Non-Design~~	~~Retail Residence and Business – POTS Excluding Switch Based Orders~~
			• UNE Digital Loop < DS1	Retail Digital Loop < DS1
			• UNE Digital Loop >= DS1	Retail Digital Loop >=DS1
			• UNE Loop + Port Combinations	Retail Residence and Business
			~~– Dispatch In~~	~~Dispatch In~~
			~~– Switch Based~~	~~Switch Based~~
			• UNE EELs	Retail DS1/DS3
			• ~~UNE Switch Ports~~	~~Retail Residence and Business (POTS)~~
			• ~~UNE Combo Other~~	~~Retail Residence, Business and Design Dispatch~~
			• UNE xDSL (HDSL, ADSL and UCL)	ADSL Provided to Retail
			• UNE ISDN ~~(Includes UDC)~~	Retail ISDN - BRI
			• UNE Line Splitting	ADSL Provided to Retail
			• ~~UNE Line Sharing~~	~~ADSL Provided to Retail~~
			• ~~Local Transport (Unbundled Interoffice Transport)~~	~~Retail DS1/DS3 Interoffice~~
			• UNE Other Design	~~Retail Design~~ Diagnostic
			• UNE Other Non-Design	~~Retail Residence and Business~~ Diagnostic
			• Local Interconnection Trunks	~~Parity with~~ Retail Trunks
		SEEM		

Streamline the SQM with consistently lov low volumes render performance. The p removed will continue simply be part of ano separately. Since the for either category wo

No change

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
M&R	**M&R-1**	Title	~~M&R-1 PMRA~~: Percent Missed Repair Appointments	Changed back to mis percent.
		Definition	This report measures t~~T~~he percentage of customer trouble reports not cleared by the committed date and time.	Wording clarification
		Exclusions	• Trouble tickets canceled at the CLEC request • BellSouth trouble reports associated with internal or administrative service • Customer Provided Equipment (CPE) ~~troubles~~ or CLEC Equipment Troubles • Informational Tickets • Troubles outside of BellSouth's control	BellSouth should not outside their control (f etc)
		Business Rules	The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time ~~that~~ BellSouth personnel clear the trouble and closes the customer trouble report in ~~his/her~~ their ~~Computer Access Terminal (CAT) or~~ workstation. If this is after the commitment time, the report is flagged as a 'missed commitment' or a 'missed repair appointment'. ~~When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons.~~ ~~"~~No ~~"~~Access" ~~reports~~ troubles are not considered as a ~~part of this measure because they are not a~~ missed appointment. ~~Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or IWTA).~~	Change to identify cu Not necessary for bus
		Calculations	**Percentage of Missed Repair Appointments** = (a / b) X 100 • a = Count of customer troubles not cleared by the quoted commitment date and time • b = Total customer trouble reports closed in the reporting period	
		Report Structure	• Dispatch/Non-Dispatch • CLEC Specific • CLEC Aggregate • BellSouth Aggregate • Geographic Scope - State ~~- Region~~	Report Structure char the report.

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change
		SQM Disaggregation – Analog / Benchmark	SQM Level of Disaggregation → SQM Analog/Benchmark • Resale Residence (Non-Design) → Retail Residence (Non-Design) • Resale Business (Non-Design) → Retail Business (Non-Design) • Resale Design → Retail Design • ~~Resale PBX~~ → ~~Retail PBX~~ • ~~Resale Centrex~~ → ~~Retail Centrex~~ • ~~Resale ISDN~~ → ~~Retail ISDN~~ • ~~2W~~ UNE Analog Loop (Design) → Retail Residence, ~~&~~ Business and Design (Dispatch) • ~~2W~~ UNE Analog Loop (Non-Design) → Retail Residence ~~&~~ and Business - (POTS) ~~(Exclusion of~~ Excluding Switch Based Feature Troubles) • UNE Digital Loop < DS1 → Retail Digital Loop < DS1 • UNE Digital Loop >= DS1 → Retail Digital Loop >= DS1 • UNE Loop + Port Combinations → Retail Residence and Business • UNE EEL → Retail DS1, DS3 • ~~UNE Switch ports~~ → ~~Retail Residence and Business (POTS)~~ • ~~UNE Combo Other~~ → ~~Retail Residence, Business and Design Dispatch~~ • UNE xDSL (HDSL, ADSL and UCL) → ADSL Provided to Retail • UNE ISDN → Retail ISDN – BRI • UNE Line ~~Sharing~~ Splitting → ADSL Provided to Retail • UNE Other Design → ~~Retail Design~~ Diagnostic • UNE Other Non-Design → ~~Retail Residence and Business~~ Diagnostic • ~~Local Transport (Unbundled Interoffice Transport)~~ → ~~Retail DS1 DS3 Interoffice~~ • Local Interconnection Trunks → ~~Parity with~~ Retail

Rationale for Propo
Streamline plan by e
consistently low volu
volumes render the r
performance. The pr
removed will continu
be part of another ca
the volumes are low,
would not be adverse

(Consolidated Disag
where appropriate.)

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measu	Section	Proposed Change	Rationale for Propos
M&R	**M&R-5**	Title	**M&R-5 OOS: Out of Service (OOS) > 24 Hours**	
		Definition	This report measures the amount of ~~For~~ Out of Service Customer Troubles (no dial tone cannot be called or cannot call out) and is represented as a ~~the~~ percentage of Total OOS Customer Troubles cleared in excess of 24 hours. (All design services ~~trouble~~ troubles are considered to be out of service).	Wording Clarification
		Exclusions	**Exclusions** • Trouble reports canceled at the CLEC request • BellSouth trouble reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles • Information Tickets • Troubles outside of BellSouth's control (such as cut or damaged cable, vandalism)	Tickets closed to INF Tickets are not CLEC- BellSouth should not b their control (for exam
		Business Rules	Customer trouble reports that are out of service and cleared in excess of 24 hours. The clock ~~begins~~ starts when the customer trouble report is created in LMOS/WFA and ~~the customer trouble~~ is counted if the elapsed time exceeds 24 hours.	Wording Clarification
		Calculations		No change
		Report Structure	• Dispatch/Non-Dispatch • CLEC Specific • CLEC Aggregate • BellSouth Aggregate • Geographic Scope - State ~~- Region~~	Report Structure chan the report.

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
		SQM Disaggregation – Analog / Benchmark	SQM Level of Disaggregation ..... SQM Analog/Benchmark • Resale Residence (Non-Design) ..... Retail Residence (Non-Design) • Resale Business (Non-Design) ..... Retail Business (Non-Design) • Resale Design ..... Retail Design • ~~Resale PBX~~ ..... ~~Retail PBX~~ • ~~Resale Centrex~~ ..... ~~Retail Centrex~~ • ~~Resale ISDN~~ ..... ~~Retail ISDN~~ • ~~2W~~ UNE Analog Loop (Design) ..... Retail Residence, ~~and~~ Business and Design (Dispatch) • ~~2W~~ UNE Analog Loop (Non-Design) ..... Retail Residence and Business , (POTS) (~~Exclusion of~~ Excluding Switch Based Feature Troubles) • UNE Digital Loop < DS1 ..... Retail Digital Loop < DS1 • UNE Digital Loop >= DS1 ..... Retail Digital Loop >= DS1 • UNE Loop + Port Combinations ..... Retail Residence and Business • UNE EELS ..... Retail DS1/DS3 • ~~UNE Switch ports~~ ..... ~~Retail Residence and Business (POTS)~~ • ~~UNE Combo Other~~ ..... ~~Retail Residence, Business and Design Dispatch~~ • UNE xDSL (HDSL, ADSL and UCL) ..... ADSL provided to Retail • UNE ISDN ..... Retail ISDN – BRI • UNE Line ~~Sharing~~ Splitting ..... ADSL Provided to Retail • UNE Other Design ..... ~~Retail Design~~ Diagnostic • UNE Other Non-Design ..... ~~Retail Residence and Business~~ Diagnostic • ~~Local Transport (Unbundled Interoffice Transport)~~ ..... ~~Retail DS1/DS3 Interoffice~~ • Local Interconnection Trunks ..... ~~Parity with~~ Retail Trunks	Streamline plan by el consistently low volur volumes render the m performance. The pro removed will continue be part of another cat the volumes are low, would not be adverse (Consolidated Disagg where appropriate.)
		SEEM	SEEM ..... Tier I ..... Tier II ~~No~~No ..... ~~X~~ ..... ~~X~~	Already paying SEEM >24 hours is duplicati

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
Billing	B-1	Title	~~B-1~~ BIA: Invoice Accuracy	
		Definition	This measure ~~provides~~ reports the ~~percentage of~~ accuracy of ~~the~~ billing invoices rendered ~~to CLECs during the current month~~ by BellSouth to wholesale and retail customers.	Wording clarification
		Exclusions	• Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer, adjustments as per agreements and/or settlements with CLEC, adjustments related to the implementation of regulatory mandated or contract negotiated rate changes) • Test Accounts	Additional clarification related to billing error
		Business Rules	~~The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes. The CLEC-specific raw data file (which is available on the PMAP web site) will contain the number of bills and adjustments for the reporting month. The number of bills and bill adjustments will be displayed by OCN and/or ACNA.~~ Absolute value of total billed revenue and absolute value of adjustment amounts related to billing errors and manual OC&C's (Other Charges and Credits) indicative of back-billing errors or manual back-billing greater than 3 bill periods appearing on the bill during the report month are used to compute invoice accuracy. All bill periods are included in a report month.	Wording clarification unnecessary wording
		Calculations	Invoice Accuracy = [(a - b) / a] X 100 • a = Absolute value of total billed revenues during ~~current~~ report month • b = Absolute value of total billing error related adjustments during ~~current~~ report month ~~Measure of Adjustments = [(c-d) / c] X 100~~ • ~~c = Number of Bills in current month~~ • ~~d = Number of Billing-related Adjustments in current month~~	An adjustment to an i involve numerous adj Since the number of number of bills (1 per
		Report Structure	• CLEC Specific • CLEC Aggregate • BellSouth Aggregate • Geographic Scope - State ~~Region~~ • ~~Number of Adjustments~~	Report Structure char the report.
		SQM Disaggregation – Analog / Benchmark	**SQM Level of Disaggregation** — **SQM Analog/Benchmark** • ~~Product/Invoice Type~~ ..... ~~Parity with BellSouth Retail Aggregate~~ CLEC Invoice Accuracy • Resale/CRIS ..... Retail Invoice Accuracy • UNE/CRIS ..... Retail Invoice Accuracy • Interconnection/UNE CABS ..... Retail Invoice Accuracy	Wording Clarification
		SEEM		

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
Billing	**B-10**	Title	~~B-10~~ PBEC: Percent Billing ~~Errors Corrected~~ Adjustment Requests (BAR) Responded to within "~~X~~45" Business Days	Modified title to clearl
		Definition	This report measures timely responses to carrier bill adjustments~~s~~ requests.	Wording Clarification
		Exclusions	• Adjustments ~~that are~~ initiated by BellSouth	
		Business Rules	This measure applies to CLEC wholesale bill adjustment requests. IXC Access billing adjustment requests are not reflected in this measure. Elapsed time is measured in business days. The clock starts when BellSouth receives the CLEC Billing Adjustment Request (BAR) form and the clock stops when BellSouth either makes an adjustment through BOCRIS or ACATS (generally next CLEC bill unless adjustment request after middle of the month) or BellSouth denies the request in BDATS or ACATS and BellSouth notifies the CLEC of the BAR resolution or BellSouth internally escalates the dispute and provides notification to the CLEC. ~~BellSouth will report separately those adjustment requests that are disputed by BellSouth~~. (BAR form and instructions are found at www.interconnection.bellsouth.com/forms/html/billing&collections.html).	Wording clarification t
		Calculations	Percent Billing ~~Errors Corrected~~ Adjustments Responded to within 45 Business Days = (a / b) X 100 • a = Number of BAR responses ~~resolutions~~ sent within 45 business days • b = Total number of BAR requests received ~~resolutions due~~ within the reporting period	Changed calculation t wording throughout th
		Report Structure	• CLEC Specific • CLEC Aggregate • Geographic Scope - State ~~- Reg.~~	Report Structure char
		SQM Disaggregation – Analog / Benchmark	**SQM Level of Disaggregation** — **SQM Analog/Benchmark** • ~~State~~ ..... ~~90% Billing Disputes <= 45 Business Days~~ • Percent Billing Adjustment Requests responded to ..... 90% <= 45 business days	Changed SQM level o identify the process b There is significant vo value of this volume is CLECs and BellSouth this measurement eva the value.
		SEEM	SEEM — Tier I — Tier II ~~Yes~~ No ..... X ..... ~~X~~	Performance has imp this measure was first

Proposed Florida SQM – Deleted/Modified Measures

Domain	Measure	Section	Proposed Change	Rationale for Propos
	SOA	Title	SOA: Average Answer Time	Per the Staff's Positio Staff indicated plans Ordering Center. In o calls are handled by t separately identify the planned to be conver Consequently, BellSo combines the current Center and M&R-6, A BellSouth will elimina
		Definition	This report measures the average time a customer is in queue when calling a BellSouth Center.	
		Exclusions	None	
		Business Rules	Business Rules The duration starts when a CLEC representative or BellSouth customer makes a choice on the center's menu and is put in queue for the next available representative and stops when a BellSouth representative answers the call.	
		Calculations	Answer Time for BellSouth Centers = (a - b) • a = Time BellSouth representative answers call • b= Time of entry into queue Average Answer Time for BellSouth Centers = (c / d) • c = Total seconds in queue • d = Total number of calls answered in the reporting period	
		Report Structure	• CLEC – Aggregate • BellSouth Aggregate • Geographic Scope - Region	
		SQM Disaggregation – Analog / Benchmark	SQM Level of Disaggregation — SQM Analog/Benchmark Aggregate • CLEC Average Answer Time — BellSouth Average Answer Time	
		SEEM	SEEM — Tier I — Tier II No	