ORIGINAL

Timolyn Henry

From: Smith, Debbie N. [Debbie.N.Smith@BellSouth.COM]
Sent: Tuesday, March 08, 2005 4:34 PM
To: Filings@psc.state.fl.us
Cc: Culpepper, Robert
Subject: Florida Docket No. 000121A-TP
Importance: High
Attachments: action.pdf

A. Debbie Smith
Legal Secretary for Robert A. Culpepper
BellSouth Telecommunications, Inc.
c/o Nancy Sims
150 South Monroe, Rm. 400
Tallahassee, FL 32301-1558
(404) 335-0772
debbie.n.smith@bellsouth.com

B. Docket No. 000121A-TP: In Re: Investigation into the Establishment of Operations Support Systems Permanent Performance Measures for Incumbent Local Exchange Telecommunications Companies (BellSouth Track).

C. BellSouth Telecommunications, Inc.
on behalf of Robert A. Culpepper

D. 26 pages total in PDF format

E. BellSouth's responses to action items identified during the conference call held on February 21, 2005.

CMP ____
COM ____
CTR ____
ECR ____
GCL ____
OPC ____
MMS ____
RCA ____
SCR ____
SEC /
OTH ____

Debbie Smith (sent on behalf of Robert A. Culpepper)
BellSouth Telecommunications, Inc.
Suite 4300 - Legal Department
675 W. Peachtree Street
Atlanta, GA 30375-0001
Phone: (404) 335-0772

<<action.pdf>>

*****

Legal Department

Robert A. Culpepper
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0841

March 8, 2005

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 action items identified during the conference call held on February 21, 2005. A copy of the same is being provided to all parties of record.

Sincerely,

Robert A. Culpepper

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 8th day of March, 2005 to the following:

Adam Teitzman
Jerry Hallenstein
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6175
Fax. No. (850) 413-6250
ateitzma@psc.state.fl.us
jhallens@psc.state.fl.us

Tracy W. Hatch
AT&T
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
Tel. No. (850) 425-6360
Fax. No. (850) 425-6361
thatch@att.com

Sonia Daniels
AT&T
1230 Peachtree Street
Suite 400
Atlanta, GA 30309
Tel. No. (404) 810-8488
Fax. No. (281) 664-9791
soniadaniels@att.com

Verizon, Inc.
Kimberly Caswell
P.O. Box 110, FLTC0007
Tampa, FL 33601-0110
Tel. No. (813) 483-2617
Fax. No. (813) 223-4888
kimberly.caswell@verizon.com

Nanette Edwards (+)
Regulatory Attorney
ITC^DeltaCom
4092 S. Memorial Parkway
Huntsville, Alabama 35802
Tel. No. (256) 382-3856
Fax. No. (256) 382-3936
nedwards@itcdeltacom.com

Peter M. Dunbar, Esquire
Karen M. Camechis, Esquire
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
Post Office Box 10095 (32302)
215 South Monroe Street, 2nd Floor
Tallahassee, FL 32301
Tel. No. (850) 222-3533
Fax. No. (850) 222-2126
pete@penningtonlawfirm.com

Brian Chaiken
Supra Telecommunications and Information Systems, Inc.
2620 S. W. 27th Avenue
Miami, FL 33133
Tel. No. (305) 476-4248
Fax. No. (305) 443-1078
bchaiken@stis.com

Michael A. Gross
Vice President, Regulatory Affairs & Regulatory Counsel
Florida Cable Telecomm. Assoc.
246 East 6th Avenue
Tallahassee, FL 32303
Tel. No. (850) 681-1990
Fax. No. (850) 681-9676
mgross@fcta.com

Susan Masterton
Charles J. Rehwinkel
Sprint
Post Office Box 2214
MS: FLTLHO0107
Tallahassee, Florida 32316-2214
Tel. No. (850) 599-1560
Fax. No. (850) 878-0777
susan.masterton@mail.sprint.com

Donna Canzano McNulty (+)
MCI
1203 Governors Square Blvd.
Suite 201
Tallahassee, FL 32301
Tel. No. (850) 219-1008
donna.mcnulty@mci.com

Brian Sulmonetti
MCI WorldCom, Inc.
6 Concourse Parkway, Suite 3200
Atlanta, GA 30328
Tel. No. (770) 284-5493
Fax. No. (770) 284-5488
brian.sulmonetti@wcom.com

William Weber, Senior Counsel
Gene Watkins (+)
Covad Communications
1230 Peachtree Street, N.E.
19th Floor, Promenade II
Atlanta, Georgia 30309
Tel. No. (404) 942-3494
Fax. No. (508) 300-7749
wweber@covad.com
jbell@covad.com
gwatkins@covad.com

John Rubino
George S. Ford
Z-Tel Communications, Inc.
601 South Harbour Island Blvd.
Tampa, Florida 33602
Tel. No. (813) 233-4630
Fax. No. (813) 233-4620
gford@z-tel.com

Vicki Gordon Kaufman
Moyle Flanigan Katz Raymond
& Sheehan, PA
118 North Gadsden Street
Tallahassee, FL 32301
Tel. No. (850) 681-3828
Fax. No. (850) 618-8788
vkaufman@moylelaw.com
Represents KMC Telecom
Represents Covad
Represents Mpower

Jonathan E. Canis
Michael B. Hazzard
Kelley Drye & Warren, LLP
1200 19th Street, N.W., Fifth Floor
Washington, DC 20036
Tel. No. (202) 955-9600
Fax. No. (202) 955-9792
jacanis@kelleydrye.com
mhazzard@kelleydrye.com

Tad J. (T.J.) Sauder
Manager, ILEC Performance Data
Birch Telecom of the South, Inc.
2020 Baltimore Avenue
Kansas City, MO 64108
Tel. No. (816) 300-3202
Fax. No. (816) 300-3350

John D. McLaughlin, Jr.
KMC Telecom
1755 North Brown Road
Lawrence, Georgia 30043
Tel. No. (678) 985-6262
Fax. No. (678) 985-6213
jmclau@kmctelecom.com

Andrew O. Isar
Miller Isar, Inc.
7901 Skansie Avenue
Suite 240
Gig Harbor, WA 98335-8349
Tel. No. (253) 851-6700
Fax. No. (253) 851-6474
aisar@millerisar.com

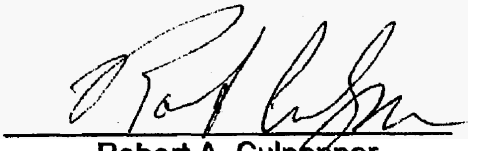
Renee Terry, Esq.
e.spire Communications, Inc.
7125 Columbia Gateway Drive
Suite 200
Columbia, MD 21046
Tel. No. (301) 361-4298
Fax. No. (301) 361-4277

Mr. David Woodsmall
Mpower Communications, Corp.
175 Sully's Trail
Suite 300
Pittsford, NY 14534-4558
Tel. No. (585) 218-8796
Fax. No. (585) 218-0635
dwoodsmall@mpower.com

Suzanne F. Summerlin, Esq.
Attorney At Law
2536 Capital Medical Blvd.
Tallahassee, FL 32308-4424
Tel. No. (850) 656-2288
Fax. No. (850) 656-5589
summerlin@nettally.com

Dulaney O'Roark III (+)
WorldCom, Inc.
Six Concourse Parkway
Suite 3200
Atlanta, GA 30328
Tel. No. (770) 284-5498
De.ORoark@mci.com

Ann Shelfer
Supra Telecommunications
1311 Executive Center Drive
Suite 220
Tallahassee, FL 32301
Tel. No. (850) 402-0510
Fax. No. (850) 402-0522
ashelfer@stis.com



Robert A. Culpepper

(+) Signed Protective Agreement

#502166

REQUEST: **Item 20, subsection 4.2.2**
BellSouth to revisit subsection 4.2.4 (move last sentence of back to subsection 4.2.2) and provide revised redline in response.

RESPONSE: BellSouth revised the referenced subsections as follows:

4.2.2 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance and the payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be used as evidence that BellSouth has not complied with or has violated any state or federal law or regulation. 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.

4.2.4 The Enforcement Mechanisms contained in this Plan have been provided by BellSouth on a voluntary basis in order to maintain compliance between BellSouth and each CLEC. ~~As a result, CLECs may not use the existence of this section or any payments of any Tiet 1 or Tier 2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or violated any state or federal law or regulation.~~

REQUEST: **Item 31, subsection 4.4.7**
BellSouth is to provide revised redline to take into account circumstances for adjustments other than those triggered by the reposting policy.

RESPONSE: Paragraph 4.4.7 has been revises as follows:

4.4.7 Any adjustments for underpayment or overpayment of calculated Tier 1 and Tier 2 remedies will be made consistent with the terms of BellSouth's Policy on Reposting of Performance Data and Recalculation of SEEM Payments, as set forth in Appendix G of this document. If any circumstance necessitating remedy adjustments should occur that is not specifically addressed in the Reposting Policy, such adjustments will be made consistent with the terms defined in Paragraph 6 of the Reposting Policy ("SEEM payments will be subject to recalculation for a maximum of three months in arrears...") unless the Florida Commission orders otherwise.

REQUEST: **Item 32, subjection 4.4.8**
BellSouth to provide a new redline subsection detailing procedures for disclosing source of adjustments and requirements as to what information should be disclosed and how.

RESPONSE: BellSouth will provide the requested redlined SEEM subsection as a part of the complete redline of the SEEM plan, once all of the remaining SEEM issues are resolved. Because there are a number of other open SEEM issues, it is not appropriate to do a redline of the subsection at this time. However the following describes the adjustment process.

If a SEEM adjustment is required as a result of the reposting policy, the SQM and SEEM data are rerun, and the data is reposted.

- If the reposting occurs prior to the generation of SEEM payments, there is no adjustment required as the SEEM payments reflect the correct amount.
- If the reposting occurs after SEEM payments have been generated and additional payments are due, the SEEM payment is adjusted upwards and interest is applied on Tier 1.
- If the reposting occurs after SEEM payments have been generated and it is determined that SEEM payments were in excess of the corrected amount, BellSouth will credit the amount of overpayment to the current and subsequent months' SEEM payments until the overpayment balance is zero. The Paris report indicates when an adjustment has been made.

Most SEEM adjustments are required for reasons other than the reposting policy. Examples include the improper application of SEEM payments for nascent services or the use of the wrong retail analog in the truncated z cell level calculations. The handling of the adjustments is similar to the above.

- If the error is discovered prior to the generation of SEEM payments, there is no adjustment required as the SEEM payments reflect the correct amount.
- If the error is discovered after SEEM payments have been generated and additional payments are due, the SEEM payment is adjusted upwards and interest is applied on Tier1.
- If the error is discovered after SEEM payments have been generated and it is determined that SEEM payments were in excess of the corrected amount, BellSouth will credit the amount of overpayment to the current and subsequent month's SEEM payments until the overpayment balance is zero. The Paris report indicates when an adjustment has been made.

The CLEC Coalition's filing of November 23, 2004 requests a report that provides more detail about adjustment. BellSouth notes that the CLEC Coalition appears to agree with the adjustment codes used by BellSouth, but more information is required such as the effect of multiple adjustments on a submetric, the date the issue was opened, date closed, etc.

Separately, the CLECs have also requested modifications to the PARIS reports. BellSouth is willing to make these changes in the PARIS reports including providing more detail for the adjustments. However, as noted above, there are a number of open SEEM issues that will affect the design of these reports. BellSouth proposes that, at the conclusion of this proceeding, when all open SEEM issues have been resolved, the parties then work out the details of the report modifications.

REQUEST: **Item 36, subsection 4.5.4**

a. BellSouth to revise Force Majeure provision to incorporate staff's additional concerns outlined in Staff's Position column in the matrix (i.e., Commission approval, CLEC challenges, informing the Commission of recovery efforts)

b. BellSouth also to provide comments of why Force Majeure provision should be applied to both benchmarks and retail analogs.

RESPONSE: (a) The language in subsection 4.5.2 is per Staff's recommendation. Subsections 4.5.2.1 – 4.5.2.4 reflect BellSouth's proposed added provisions requested by Staff.

4.5.2 BellSouth shall not be obligated to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measurement if such non-compliance was the result of any event that performance under this SQM/SEEM Plan is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts unavailability of equipment from vendor, changes requested by a CLEC, or any other circumstances beyond the reasonable control and without the fault or negligence of BellSouth. BellSouth, upon giving prompt notice to the Commission and CLECs, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference; provided, however, that BellSouth shall use diligent efforts to avoid or remove such causes of non-performance.

4.5.2.1 To invoke the application of Section 4.5.2 (Force Majeure Event), BellSouth will provide written notice to the Commission and CLECs wherein BellSouth will identify the Force Majeure Event, the affected measures, and the impacted areas.

4.5.2.2 No later than ten (10) business day after BellSouth provides written notice in accordance with Section 4.5.2.1, affected parties must file written comments with the Commission to the extent they have objections or concerns regarding the application of Section 4.5.2.

4.5.2.3 BellSouth's written notice of the applicability of Section 4.5.2 would be presumptively valid and deemed approved by the Commission effective thirty (30) calendar days after BellSouth provides notice in accordance with Section 4.5.2.1.

4.5.2.4 During the pendency of a Force Majeure Event, BellSouth shall provide the Commission with periodic updates of its restoration/recovery progress and efforts as agreed upon between the Commission Staff and BellSouth.

(b) BellSouth's comments as to why the Force Majeure provision should be applied to both benchmarks and retail analogs are provided below:

During the conference call held on February 21, 2005, the CLECs raised an issue regarding the proper scope of the plan's force majeure provision. As explained below, it is BellSouth's position that the proper scope of the plan's force majeure provision should remain all performance (and related performance measures) impacted by a force majeure event.

As the succession of hurricanes that ravaged Florida last fall demonstrated,[1] a force majeure event (or series of events) is service impacting, and thus will impact BellSouth's performance as measured by the SQM and SEEM plans. The succession of hurricanes endangered life, destroyed property, and created a general state of emergency. In response to this state of natural disaster, BellSouth dedicated substantial additional resources, worked extensive additional hours, and spent over $100 million in service restoration related activities. Without question, the extraordinary efforts that BellSouth undertook to restore service in Florida do not (and did not) reflect normal operations. Such efforts should not have been (and were not) subject to measurement by the SQM plan, nor penalized by being subject to the payment of SEEM fees for the failure to meet certain SQM measures during the pendency of a force majeure event.

[1] Four hurricanes touched ground in Florida in September 2004.

The SQM plan is designed to measure BellSouth's performance under normal operating conditions. For example, the maintenance and repair (M&R) measurements contemplate a normal volume (or load) of customer trouble reports, and not the tremendous trouble report load created by a force majeure event (such as a hurricane). As would be expected, normal operating conditions allow BellSouth to better control responses to customer trouble reports generated by both CLEC customers and BellSouth retail customers.

In contrast, a force majeure situation (such as a natural disaster) may reduce or eliminate BellSouth's ability to control where technicians can work. In such a situation, BellSouth's M&R efforts could be limited to restoring service in areas that are accessible to technicians. Given such circumstances, any comparison between M&R performance during a "normal" month (however that may be determined) and a "force majeure" month is difficult, if not impossible. Further, BellSouth's restoration and repair efforts in a force majeure situation may involve (as was the case last year): the redeployment of service technicians based in Florida; the loaning of service technicians from other states; and substantially increased work schedules. These efforts (and other information) are described in the attached correspondence that was provided last year by BellSouth to the Commission (*See* Action Item 4, Exhibit 1). Such correspondence is being provided for illustrative purposes only, and does not represent all correspondence that BellSouth provided to the Commission regarding its hurricane restoration efforts. In short, because of the abnormal and emergency situation that a force majeure event creates, the SQM and SEEM data associated with M&R measurements will be rendered useless and unreliable.

Additionally, most SQM measures contain exclusions and business rules. In general, these exclusions and business rules are designed to ferret out from the SQM plan the measurement of performance activity that is impacted by events outside of BellSouth's control (for example, trouble tickets cancelled at the CLEC's request) or by other unusual or inappropriate events. Further, the SQM exclusions and business rules apply to a given SQM measure, and their application has no bearing on whether such SQM measure has a retail analog or a benchmark.

In a similar fashion, a force majeure event can be thought of as an extraordinary exclusion. Thus, it follows, the force majeure "exclusion" should apply to all measures impacted by the force majeure event, and should not be arbitrarily limited to only measures that contain benchmarks.

In sum, consistent with the precedent established during the onslaught of hurricanes that occurred last year, a force majeure event should apply to all measures impacted by such an event, and should not be arbitrarily and inappropriately limited to only a subset of impacted measures (i.e. measures with benchmarks). Additionally, a force majeure event is an unpredictable event that is outside the control of BellSouth. Accordingly, it is unduly punitive and unnecessary to prematurely limit the application of the plan's force majeure provision. Rather, whether certain measures should be included (or excluded) from the application of the force majeure provision is a determination that can be accurately made only on a case-by-case basis. As such, the appropriate scope of the force majeure provision should remain all performance (or measures) impacted by a force majeure event.

REQUEST: **Item 38, subsection 4.6.1**
BellSouth to add procedure for providing notification to the Commission.

RESPONSE: Paragraph 4.6.1 is per Staff's recommendation. Paragraphs 4.6.1.1 – 4.6.1.3 reflect BellSouth's proposed added provisions as requested by Staff.

4.6.1 Upon a particular Commission's issuance of an Order pertaining to Performance Measurements or Remedy Plans in a proceeding expressly applicable to all CLECs, BellSouth shall implement such performance measures and remedy plans covering its performance for the CLECs, as well as any changes to those plans ordered by the Commission, on the date specified by the Commission. If a change of law relieves BellSouth of the obligation to provide any UNE or UNE combination pursuant to Section 251 of the Act, then upon providing the Commission with 30 days written notice, Bellsouth will cease reporting both SQM and SEEM data or paying remedies in accordance with the change of law. Performance Measurements and remedy plans that have been ordered by the Commission can currently be accessed via the Internet at http://pmap.bellsouth.com. Should there be any difference between the performance measure and remedy plans on BellSouth's website and the plans the Commission has approved as filed in compliance with its orders, the Commission-approved compliance plan will supersede as of its effective date.

4.6.1.1 To revise the SQM and/or SEEM plans in accordance with Section 4.6.1, BellSouth will provide the Commission and CLECs with written notice identifying the change of law and the impacted measures.

4.6.1.2 No later than ten (10) business days after such written notice has been provided, affected parties must file written comments with the Commission to the extent they have objections or concerns regarding the application of Section 4.6.1.

4.6.1.3 BellSouth's written notice to revise the SQM and/or SEEM plan in accordance with Section 4.6.1 would be presumptively valid and deemed approved by the Commission effective thirty (30) calendar days after BellSouth's filing of a notice in accordance with Section 4.6.1.1.

REQUEST: **Item 46, SEEM submetrics**

a. BellSouth to provide Tier 1 Summary numbers

b. BellSouth also to provide mapping of staff proposed SQM disaggregation to BST proposed SEEM disaggregation.

RESPONSE: (a) See Action Item 6, Exhibit 1.

(b) See Action Item 6, Exhibit 2.

Action Item 4, Exhibit 1

Sirianni, Maryrose

From: Tubaugh, Wayne
Sent: Tuesday, October 19, 2004 3:31 PM
To: rmoses@psc.state.fl.us
Cc: White, Nancy; Mulcahy, Scott A; Sims, Nancy H; Sirianni, Maryrose; Greer, Stan L; Szymczak, Kenneth M; Criser III, Marshal M; Pellegrini, Jerry M
Subject: Hurricane Restoral Effort

Mr. Moses,

HurricaneRecovery.doc (33 KB)

Plea e see the attached in answer to your two e-mails requesting information on BellSouth's Hurricane restoral efforts.

Thanks,

Tubaugh

HurricaneRecovery.doc (33 KB)

Sent E-Mail 10/19

Action Item 4, Exhibit 1

October 19, 2004

Mr. Richard A. Moses, Chief
Bureau of Service Quality & Enforcement
Division of Competitive Services & Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: BellSouth Recovery from Four Hurricanes and a Tropical Storm

Dear Mr. Moses:

In e-mails date October 15 and October 18, 2004, you requested that BellSouth respond to the following statements/questions;

"What is causing the delay in repairs? I know there are some infrastructure that has to be replaced, but other phone companies do not appear to have the amount of delays Bell is experiencing".

"Has BellSouth brought in employees from other BellSouth states to assist with the outages? If so, how many workers and from what states were they brought".

"How many customers are still out of service?"

"What is BellSouth's estimated restoral date when all customers will be restored from the hurricane related outages?"

First, lets discuss the "delay" issue. BellSouth's service territory covers approximately sixty percent of the landmass in Florida where telephone service is provided and has approximately five million nine hundred thousand-access lines. There were five events, four major hurricanes and a tropical depression that began on August 12, 2004 and ended on or around September 28, 2004. The end of the last major event, a Category III Hurricane, is less than twenty-five days ago. It has been less than thirty-two days since another major event, a Category III approaching Category IV, nearly wiped out the barrier island in the Panhandle, dropping sections of the main transportation artery, I10, into the bay and closing almost all other major road access until just within the past two weeks.

From Key West to Jacksonville to Pensacola, all of BellSouth's service territory was impacted. Orlando was the "crossroad" for Category I, II, and III Hurricanes. Just prior to the onslaught of the Hurricanes, Tropical Storm Bonnie made landfall between Apalachicola and Perry Florida traveling northeast, providing anywhere from 3" to 8" of rain all the way over to Jacksonville, Florida.

As BellSouth was recovering from the Category I Hurricane Charley, which made landfall the day after Tropical Storm Bonnie exited the state, Hurricane Frances, Category II, made landfall at Port St. Lucie, Florida. BellSouth was approximately fifteen hundred troubles from operating at a normal trouble load. BellSouth was able to handle the trouble reports and damages from Bonnie and Charley by declaring a service emergency, working the network forces seven days a week, twelve-hour days.

Hurricane Frances required BellSouth to declare a statewide service emergency and import outside plant technicians from other BellSouth states. BellSouth moved, within the state, technicians from the Southern part of the state as they restored service to reasonable levels and technicians from the Panhandle that had not yet been impacted by any of the events. Frances caused major structural damage to roads (Jensen Beach/Hutchinson Islands, these are barrier islands), power, telephone, water and sewer, and customer/business premises.

On September 16th-18th Hurricane Ivan, Category III approaching Category IV, made landfall just west of Pensacola Bay, this was less than a month ago. This Hurricane dropped portions of the main transportation medium, I10, into Escambia Bay and destroyed seventy percent of the structures and infrastructure on the barrier island in Santa Rosa County, Pensacola Beach. To bring supplies and equipment a full day of travel to Montgomery, Alabama and back down to Pensacola on Highway 29 was required. The I10 Bridge was repaired and opened last week.

The BellSouth technicians borrowed from Alabama, Mississippi, and Louisiana had to return home to deal with personal issues and begin restoring service in their home states. The Florida BellSouth technicians from Pensacola and Panama City working to assist the restoral of service in Jacksonville and Gainesville had to return home.

Hurricane Jeanne, Category III, made landfall four and one half miles from the point that Hurricane Frances, Category II, entered the state. This Hurricane caused much more significant damage than Frances. This event happened less than twenty-two days ago and the hurricane tract was similar to Hurricane Frances, passing just south of Orlando.

It is my opinion that BellSouth has performed a Herculean effort in restoring service where approximately one million five hundred thousand customers were impacted. BellSouth is holding approximately, ten thousand reports on the east coast from Vero Beach to Stuart. This includes the more severally impacted barrier islands. During a review of the area by Chairman Baez, it was pointed out that the tidal action in the inter-coastal waterway pulled apart four submarine cables and cables in conduit. What would have taken six-months in planning, design, order, placement, and splicing cable will be completed in less than forty-five days.

Pensacola is holding approximately twelve thousand five hundred reports. I have yet to request the maintenance center to review the reports but believe that some five thousand of the reports in Pensacola and four thousand reports in the Southeast portion of the state will either never be restored or will not be repaired for six-months to a year because of the loss or condemnation of the structures. We will purge these reports when time permits.

Second, what forces do we have working to restore service and when will the restoration be complete;

BellSouth Technicians from other BellSouth states-502
(Georgia, Tennessee, Alabama, Mississippi, North Carolina, South Carolina, Louisiana)
Contracted Southwestern Bell Technicians-110
Contract Pole Crews, Cable Technicians, etc.-225
BellSouth/Florida Technicians working in Districts normally not assigned-300
Schedule Hours of Work-13 days on/12 hour days

Third, when will BellSouth have service-restored cause by the Hurricanes;

BellSouth is working installation of service, daily trouble load (BellSouth summer rainy season just ended), small business services, private lines, etc., while still concentrating on damages caused by the Hurricane events. Placement of cable, Digital Loop Cabinets, etc. is being hampered by debris and right-of-way/easement congestion and access. Limited access to barrier islands, both in the Panhandle and Southeast, is still creating problems. Tree trimming and debris removal are the major impediments in the two areas still experiencing the impact, including debris removal contractors damaging or pulling down facilities recently installed. The estimate is, that we will have restored all of the hurricane caused damage by the end of October that can be restored. We are working the held installation requests of 35,000, and it is BellSouth's best estimate that we will continue the service emergency hours through Thanksgiving for the entire state until we are operating as close to normal levels as possible.

I am not sure why the other "phone" companies are doing better than BellSouth, however, I can assure you that BellSouth is doing everything in its power to provide service to all of its customers. If you know how they have recovered so quickly and you can discuss how they accomplished the recovery, BellSouth would greatly appreciate any advice or insight that would assist us. The reports we are providing include hurricane reported service problems as well as the current daily trouble load. Maybe a comparison of total access lines versus total trouble reports would cast a different perception of activity.

Should you have additional questions concerning this matter, please call.

Action Item 4, Exhibit 1

BELLSOUTH

BellSouth Telecommunications, Inc.
Regulatory Relations
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

nancy.sims@bellsouth.com

Nancy H. Sims
Director

850 222 1201
FAX 850 222 8640

November 8, 2004

Mrs. Lisa Harvey, Chief
Bureau of Regulatory Review
Division of Competitive Services & Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: BellSouth Status Report on Hurricane Restoration in Florida

Dear Mrs. Harvey:

Listed below is the **current** trouble and service order load, this includes troubles that are pending restoration from the Hurricane Events, and the force status in Florida as of November 8, 2004. BellSouth Network is still currently working a "declared emergency" schedule for its outside forces.

BellSouth Network Florida Technicians Loaned to Districts other than their own-408
BellSouth Network Technicians from Other States-488
Southwestern Bell Contract Employees-67
BellSouth Contract Rehires-214
Contract Line Crews-110

11/8/04	Maintenance			Provisioning		
District	Retail	Wholesale	Total	Retail	Wholesale	Total
Broward	276	58	334	2319	682	3,001
Central	576	38	614	2877	233	3110
Northeast	971	72	1043	2541	338	2879
Northwest	3583	240	3823	4242	108	4350
Palm/Indian River	908	87	995	5369	769	6138
South	371	50	421	3484	752	4236
Florida	6885	545	7280	20,832	2882	23714

Should you have questions concerning this matter, please contact Wayne Tubaugh, Manager-Network, at (850) 224-5128 or me at (850) 222-1201.

Yours truly,

Nancy H. Sims, Director
Regulatory Relations

Cells	Number of cells per Submetric (Mean)					Number of cells per Submetric (Proportion)				
	FL current		FL as GA			FL current		FL as GA		
	cum_sum	cum_%	cum_sum	cum_%		cum_sum	cum_%	cum_sum	cum_%	
1	220	24.80271	53	12.52955	1	579	25.26178	123	13.88262	
2	320	36.07666	99	23.40426	2	847	36.95462	207	23.36343	
3	398	44.87035	117	27.65957	3	1038	45.28796	244	27.5395	
4	453	51.07103	139	32.86052	4	1192	52.00698	295	33.29571	
5	489	55.12965	151	35.6974	5	1287	56.15183	327	36.90745	
6	519	58.51184	167	39.47991	6	1363	59.46771	365	41.19639	
7	539	60.76663	178	42.08038	7	1423	62.08551	386	43.56659	
8	567	63.92334	186	43.97163	8	1483	64.70332	406	45.82393	
9	583	65.72717	199	47.04492	9	1521	66.36126	423	47.74266	
10	597	67.30552	212	50.1182	10	1559	68.0192	445	50.22573	
11	606	68.32018	220	52.00946	11	1587	69.24084	459	51.80587	
12	619	69.78579	227	53.6643	12	1628	71.02967	475	53.61174	
13	633	71.36415	233	55.08274	13	1666	72.68761	486	54.85327	
14	647	72.9425	239	56.50118	14	1697	74.04014	499	56.32054	
15	659	74.29538	245	57.91962	15	1727	75.34904	509	57.44921	
16	675	76.09921	252	59.57447	16	1762	76.87609	516	58.23928	
17	680	76.66291	263	62.17494	17	1781	77.70506	541	61.06095	
18	688	77.56483	266	62.88416	18	1798	78.44677	547	61.73815	
19	692	78.01578	270	63.82979	19	1812	79.05759	555	62.64108	
20	698	78.69222	273	64.53901	20	1832	79.93019	560	63.20542	
21	704	79.36866	275	65.01182	21	1850	80.71553	565	63.76975	
22	708	79.81962	278	65.72104	22	1859	81.1082	571	64.44695	
23	711	80.15784	282	66.66667	23	1866	81.41361	581	65.57562	
24			286	67.61229	24					
25	716	80.72153	287	67.8487	25	1880	82.02443	590	66.59142	
26	719	81.05975	288	68.08511	26	1891	82.50436	594	67.04289	
27	723	81.51071	294	69.50355	27	1900	82.89703	599	67.60722	
28	730	82.29989	298	70.44917	28	1920	83.76963	608	68.62302	
29	732	82.52537	300	70.92199	29	1927	84.07504	613	69.18736	
>=30	887	100	423	100	>=30	2292	100	886	100	
	>=30		>=30			>=30		>=30		
	155	17.47463	123	29.07801		365	15.92496	273	30.81264	

Explanation using first row for the mean measurements

Using the current FL disaggregation, 220 submetrics (or 25%) had only 1 cell.
Using the current FL disaggregation, 597 or slightly more than 50% of the submetrics had 4 cells or less. See highlighed yellow cells.

Using the Georgia disaggregation, 13% of submetrics would have only 1 cell.
But 50% of submetrics would have 10 cells or less.
In other words, the Georgia disaggregation produces a significant increase in the number of cells evaluated in each submetric

The impact is similar for the proportion measurements

See the highlighted light green cells

Mapping of BellSouth Proposed Disaggregation to Florida Staff Proposed Disaggregation

Action Item 6, Exhibit 2

Measure Name	BellSouth Proposed SEEM Disaggregation	Staff Proposed SQM Disaggregation
Acknowledgement Message Completeness	Acknowledgement Message Completeness - EDI	Acknowledgements
	Acknowledgement Message Completeness - TAG	Acknowledgements
Average Response Interval and Percent within Interval	Average Response Interval and Percent within Interval - Maintenance and Repair	Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - CRIS (M&R)
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - DLETH
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - DLR
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - LMOS
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - LMOSupd
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - LNP Gateway
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - MARCH
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - NIW
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - OSPCM
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - Predictor
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - SOCS
	Average Response Interval and Percent within Interval - Pre-ordering/Ordering	Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - ATLAS
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - COFFI
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - CRIS (PreOrd/Ord)
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - DSAP
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - OASIS
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - PSIMS
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - RSAG Address
		Average Response Time & Response Interval (PreOrdering/Ordering/Maintenance & Repair) - RSAG TN
Billing Invoice Accuracy	Billing Invoice Accuracy	Billing Invoice Accuracy – Interconnection
		Billing Invoice Accuracy – Resale
		Billing Invoice Accuracy – UNE
Billing Mean Time to Deliver Invoices	Billing Mean Time to Deliver Invoices – CABS	Billing Mean Time to Deliver Invoices – Resale CRIS
	Billing Mean Time to Deliver Invoices – CRIS	Billing Mean Time to Deliver Invoices – UNE CRIS
Collocation Percent of Due Dates Missed	Collocation Percent of Due Dates Missed - All Collocation Arrangements	Percent Missed Collocation Due Dates – Physical Caged - Augment
		Percent Missed Collocation Due Dates – Physical Caged - Initial
		Percent Missed Collocation Due Dates – Physical Cageless - Augment
		Percent Missed Collocation Due Dates – Physical Cageless - Initial
		Percent Missed Collocation Due Dates – Virtual - Augment
		Percent Missed Collocation Due Dates – Virtual - Initial
Coordinated Customer Conversions - % Provisioning Troubles Rec w/in 7 days of a completed Service Order	Coordinated Customer Conversions - % Provisioning Troubles Rec w/in 7 days of a completed Service Order - UNE Loops	Coordinated Customer Conversions - % Provisioning Troubles Rec w/in 7 days of a completed Service Order – UNE Loops
Coordinated Customer Conversions Hot Cuts Timeliness within Interval and Average Interval	Coordinated Customer Conversions Hot Cuts Timeliness within Interval and Average Interval - UNE Loops	Coordinated Customer Conversions Hot Cuts Timeliness within Interval and Average Interval – IDLC
		Coordinated Customer Conversions Hot Cuts Timeliness within Interval and Average Interval – Non-IDLC
Coordinated Customer Conversions Interval	Coordinated Customer Conversions - UNE Loop	Coordinated Customer Conversions Interval – Loops
Customer Trouble Report Rate	Customer Trouble Report Rate - Design	Customer Trouble Report Rate – Dispatch – Resale Design
		Customer Trouble Report Rate – Non-Dispatch – Resale Design
	Customer Trouble Report Rate - IC-Trunks	Customer Trouble Report Rate – Dispatch – Local Interconnection Trunks
		Customer Trouble Report Rate – Non-Dispatch – Local Interconnection Trunks
	Customer Trouble Report Rate - POTS	Customer Trouble Report Rate – Dispatch – Resale Business
		Customer Trouble Report Rate – Dispatch – Resale Residence
		Customer Trouble Report Rate – Non-Dispatch – Resale Business
		Customer Trouble Report Rate – Non-Dispatch – Resale Residence
	Customer Trouble Report Rate – UNE EELs	Customer Trouble Report Rate - Dispatch - UNE EELs
		Customer Trouble Report Rate - Non-Dispatch - UNE EELs
	Customer Trouble Report Rate - UNE Line Sharing	Customer Trouble Report Rate – Dispatch – UNE Line Sharing
		Customer Trouble Report Rate – Non-Dispatch – UNE Line Sharing
		Customer Trouble Report Rate – Dispatch – UNE Line Splitting
		Customer Trouble Report Rate – Non-Dispatch – UNE Line Splitting
	Customer Trouble Report Rate - UNE Loops	Customer Trouble Report Rate – Dispatch – 2 w Analog Loop Design
		Customer Trouble Report Rate – Dispatch – 2 w Analog Loop Non-Design
		Customer Trouble Report Rate – Dispatch – UNE Digital Loop DS1
		Customer Trouble Report Rate – Dispatch – UNE ISDN/UDC/IDSL
		Customer Trouble Report Rate – Dispatch – UNE Other - Design
		Customer Trouble Report Rate – Dispatch – UNE Other - Non Design
		Customer Trouble Report Rate – Non-Dispatch – 2 w Analog Loop Design
		Customer Trouble Report Rate – Non-Dispatch – 2 w Analog Loop Non-Design
		Customer Trouble Report Rate – Non-Dispatch – UNE Digital Loop DS1
		Customer Trouble Report Rate – Non-Dispatch – UNE ISDN/UDC/IDSL
		Customer Trouble Report Rate – Non-Dispatch – UNE Other - Design
		Customer Trouble Report Rate – Non-Dispatch – UNE Other - Non Design
	Customer Trouble Report Rate - UNE Loops and Port Combos	Customer Trouble Report Rate – Dispatch – UNE Loop and Port Combo
		Customer Trouble Report Rate – Non-Dispatch – UNE Loop and Port Combo
	Customer Trouble Report Rate - UNE XDSL	Customer Trouble Report Rate – Dispatch – UNE xDSL (ADSL-HDSL-UCL)
		Customer Trouble Report Rate – Non-Dispatch – UNE xDSL (ADSL-HDSL-UCL)
Firm Order Confirmation Timeliness	Firm Order Confirmation Timeliness (Fully Mechanized)	Firm Order Confirmation Timeliness (Fully Mechanized) – 2W Analog Loop Design
		Firm Order Confirmation Timeliness (Fully Mechanized) – 2W Analog Loop Non Design
		Firm Order Confirmation Timeliness (Fully Mechanized) – EELs
		Firm Order Confirmation Timeliness (Fully Mechanized) – Line Splitting
		Firm Order Confirmation Timeliness (Fully Mechanized) – LNP Standalone
		Firm Order Confirmation Timeliness (Fully Mechanized) – Resale Business (Non-Design)
		Firm Order Confirmation Timeliness (Fully Mechanized) – Resale Design (Special)
		Firm Order Confirmation Timeliness (Fully Mechanized) – Resale Residence (Non-Design)
		Firm Order Confirmation Timeliness (Fully Mechanized) – UNE Digital Loop DS1
		Firm Order Confirmation Timeliness (Fully Mechanized) – UNE ISDN/UDC/IDSL
		Firm Order Confirmation Timeliness (Fully Mechanized) – UNE Loop + Port Combos
		Firm Order Confirmation Timeliness (Fully Mechanized) – UNE Other
		Firm Order Confirmation Timeliness (Fully Mechanized) – UNE xDSL (ADSL-HDSL-UCL)
		Firm Order Confirmation Timeliness (Non- Mechanized) – 2W Analog Loop Design
		Firm Order Confirmation Timeliness (Non- Mechanized) – 2W Analog Loop Non Design
		Firm Order Confirmation Timeliness (Non- Mechanized) – EELs
		Firm Order Confirmation Timeliness (Non- Mechanized) – Line Splitting
		Firm Order Confirmation Timeliness (Non- Mechanized) – LNP Standalone

Mapping of BellSouth Proposed Disaggregation to Florida Staff Proposed Disaggregation

Measure Name	BellSouth Proposed SEEM Disaggregation	Staff Proposed SQM Disaggregation
		Firm Order Confirmation Timeliness (Non- Mechanized) -- Resale Business (Non-Design)
		Firm Order Confirmation Timeliness (Non- Mechanized) -- Resale Design (Special)
		Firm Order Confirmation Timeliness (Non- Mechanized) -- Resale Residence (Non-Design)
		Firm Order Confirmation Timeliness (Non- Mechanized) -- UNE Digital Loop DS1
		Firm Order Confirmation Timeliness (Non- Mechanized) -- UNE ISDN/UDC/IDSL
		Firm Order Confirmation Timeliness (Non- Mechanized) -- UNE Loop + Port Combos
		Firm Order Confirmation Timeliness (Non- Mechanized) -- UNE Other
		Firm Order Confirmation Timeliness (Non- Mechanized) -- UNE xDSL (ADSL-HDSL-UCL)
		Firm Order Confirmation Timeliness (Partially Mechanized) -- 2W Analog Loop Design
		Firm Order Confirmation Timeliness (Partially Mechanized) -- 2W Analog Loop Non Design
		Firm Order Confirmation Timeliness (Partially Mechanized) -- EELs
		Firm Order Confirmation Timeliness (Partially Mechanized) -- Line Splitting
		Firm Order Confirmation Timeliness (Partially Mechanized) -- LNP Standalone
		Firm Order Confirmation Timeliness (Partially Mechanized) -- Resale Business (Non-Design)
		Firm Order Confirmation Timeliness (Partially Mechanized) -- Resale Design (Special)
		Firm Order Confirmation Timeliness (Partially Mechanized) -- Resale Residence (Non-Design)
		Firm Order Confirmation Timeliness (Partially Mechanized) -- UNE Digital Loop DS1
		Firm Order Confirmation Timeliness (Partially Mechanized) -- UNE ISDN/UDC/IDSL
		Firm Order Confirmation Timeliness (Partially Mechanized) -- UNE Loop + Port Combos
		Firm Order Confirmation Timeliness (Partially Mechanized) -- UNE Other
		Firm Order Confirmation Timeliness (Partially Mechanized) -- UNE xDSL (ADSL-HDSL-UCL)
	Firm Order Confirmation Timeliness (TRUNKS)	Firm Order Confirmation Timeliness -- Local Interconnection Trunks
Firm Order Confirmation Timeliness and Reject Completeness	Firm Order Confirmation Timeliness and Reject Completeness - Fully Mechanized	FOC & Reject Completeness -- Local Interconnection Trunks
		FOC & Reject Completeness (Fully Mechanized)
		FOC & Reject Completeness (Non- Mechanized)
		FOC & Reject Completeness (Partially Mechanized)
LNP ADTI and Disconnect Timeliness Interval Distribution	LNP ADTI and Disconnect Timeliness Interval Distribution - Non-Trigger	LNP Normal Working Hours and Approv. After Hrs.
		LNP Unscheduled After Hours Ports
LNP Percent Out of Service < 60 Minutes	LNP Percent Out of Service < 60 Minutes	LNP Percent Out of Service < 60 Minutes -- LNP
Loop Makeup Response Time	Loop Makeup - Response Time - Electronic	Loop Makeup - Response Time - Electronic -- Loops
Maintenance Average Duration	Maintenance Average Duration - Design	Maintenance Average Duration Dispatch -- Resale Design
		Maintenance Average Duration Non Dispatch -- Resale Design
	Maintenance Average Duration - IC Trunks	Maintenance Average Duration Dispatch -- Local Interconnection Trunks
		Maintenance Average Duration Non Dispatch -- Local Interconnection Trunks
	Maintenance Average Duration - POTS	Maintenance Average Duration Dispatch -- Resale Business
		Maintenance Average Duration Dispatch -- Resale Residence
		Maintenance Average Duration Non Dispatch -- Resale Business
		Maintenance Average Duration Non Dispatch -- Resale Residence
	Maintenance Average Duration -- UNE EELs	Maintenance Average Duration - Dispatch - UNE EELs
		Maintenance Average Duration - Non-Dispatch - UNE EELs
	Maintenance Average Duration - UNE Line Sharing	Maintenance Average Duration Dispatch -- UNE Line Sharing
		Maintenance Average Duration Non Dispatch -- UNE Line Sharing
		Maintenance Average Duration Dispatch -- UNE Line Splitting
		Maintenance Average Duration Non Dispatch -- UNE Line Splitting
	Maintenance Average Duration - UNE Loop and Port Combos	Maintenance Average Duration Dispatch -- UNE Loop and Port Combo
		Maintenance Average Duration Non Dispatch -- UNE Loop and Port Combo
	Maintenance Average Duration - UNE Loops	Maintenance Average Duration Dispatch -- 2 w Analog Loop Design
		Maintenance Average Duration Dispatch -- 2 w Analog Loop Non-Design
		Maintenance Average Duration Dispatch -- UNE Digital Loop DS1
		Maintenance Average Duration Dispatch -- UNE ISDN/UDC/IDSL
		Maintenance Average Duration Dispatch -- UNE Other - Design
		Maintenance Average Duration Dispatch -- UNE Other - Non Design
		Maintenance Average Duration Non Dispatch -- 2 w Analog Loop Design
		Maintenance Average Duration Non Dispatch -- 2 w Analog Loop Non-Design
		Maintenance Average Duration Non Dispatch -- UNE Digital Loop DS1
		Maintenance Average Duration Non Dispatch -- UNE ISDN/UDC/IDSL
		Maintenance Average Duration Non Dispatch -- UNE Other - Design
		Maintenance Average Duration Non Dispatch -- UNE Other - Non Design
	Maintenance Average Duration - UNE xDSL	Maintenance Average Duration Dispatch -- UNE xDSL (ADSL-HDSL-UCL)
		Maintenance Average Duration Non Dispatch -- UNE xDSL (ADSL-HDSL-UCL)
Order Completion Interval	Order Completion Interval - UNE XDSL without Conditioning	Order Completion Interval Distribution (Dispatch <6) -- UNE xDSL (ADSL-HDSL-UCL) w/o conditioning
		Order Completion Interval Distribution (Dispatch >=6) -- UNE xDSL (ADSL-HDSL-UCL) w/o conditioning
		Order Completion Interval Distribution (Non Dispatch <6) -- UNE xDSL (ADSL-HDSL-UCL) w/o conditioning
		Order Completion Interval Distribution (Non Dispatch >=6) -- UNE xDSL (ADSL-HDSL-UCL) w/o conditioning
	Order Completion Interval - Design	Order Completion Interval (Dispatch < 6) -- Resale Design
		Order Completion Interval (Dispatch >= 6) -- Resale Design
		Order Completion Interval (Non Dispatch < 6) -- Resale Design
		Order Completion Interval (Non Dispatch >= 6) -- Resale Design
	Order Completion Interval - EELS	Order Completion Interval (Dispatch < 6) -- UNE EELs
		Order Completion Interval (Dispatch >= 6) -- UNE EELs
		Order Completion Interval (Non Dispatch < 6) -- UNE EELs
		Order Completion Interval (Non Dispatch >= 6) -- UNE EELs
	Order Completion Interval - IC Trunks	Order Completion Interval (Dispatch < 6) -- Local Interconnection Trunks
		Order Completion Interval (Non Dispatch < 6) -- Local Interconnection Trunks
		Order Completion Interval (Non Dispatch >= 6) -- Local Interconnection Trunks
	Order Completion Interval - POTS	Order Completion Interval (Dispatch < 6) -- Resale Business Non-Design
		Order Completion Interval (Dispatch < 6) -- Resale Residence Non-Design
		Order Completion Interval (Dispatch >= 6) -- Resale Business Non-Design
		Order Completion Interval (Dispatch >= 6) -- Resale Residence Non-Design
		Order Completion Interval (Non Dispatch < 6) -- Resale Business Non-Design
		Order Completion Interval (Non Dispatch < 6) -- Resale Residence Non-Design
		Order Completion Interval (Non Dispatch >= 6) -- Resale Business Non-Design
		Order Completion Interval (Non Dispatch >= 6) -- Resale Residence Non-Design
	Order Completion Interval - UNE Analog Loops Design	Order Completion Interval (Dispatch < 6) -- 2W Analog Loop Design

Mapping of BellSouth Proposed Disaggregation to Florida Staff Proposed Disaggregation

Measure Name	BellSouth Proposed SEEM Disaggregation	Staff Proposed SQM Disaggregation
		Order Completion Interval (Dispatch < 6) – 2W Analog Loop w/LNP Design
		Order Completion Interval (Dispatch < 6) – LNP Standalone
		Order Completion Interval (Dispatch < 6) – UNE Digital Loop DS1
		Order Completion Interval (Dispatch < 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Dispatch < 6) – UNE Other Design
		Order Completion Interval (Dispatch >= 6) – 2W Analog Loop Design
		Order Completion Interval (Dispatch >= 6) – 2W Analog Loop w/LNP Design
		Order Completion Interval (Dispatch >= 6) – LNP Standalone
		Order Completion Interval (Dispatch >= 6) – UNE Digital Loop DS1
		Order Completion Interval (Dispatch >= 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Dispatch >= 6) – UNE Other Design
		Order Completion Interval (Non Dispatch < 6) – 2W Analog Loop Design
		Order Completion Interval (Non Dispatch < 6) – 2W Analog Loop w/LNP Design
		Order Completion Interval (Non Dispatch < 6) – LNP Standalone
		Order Completion Interval (Non Dispatch < 6) – UNE Digital Loop DS1
		Order Completion Interval (Non Dispatch < 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Non Dispatch < 6) – UNE Other Design
		Order Completion Interval (Non Dispatch >= 6) – 2W Analog Loop Design
		Order Completion Interval (Non Dispatch >= 6) – 2W Analog Loop w/LNP Design
		Order Completion Interval (Non Dispatch >= 6) – LNP Standalone
		Order Completion Interval (Non Dispatch >= 6) – UNE Digital Loop DS1
		Order Completion Interval (Non Dispatch >= 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Non Dispatch >= 6) – UNE Other Design
	Order Completion Interval - UNE Analog Loops Non-Design	Order Completion Interval (Dispatch < 6) – 2W Analog Loop Non Design
		Order Completion Interval (Dispatch < 6) – 2W Analog Loop w/LNP Non Design
		Order Completion Interval (Dispatch < 6) – LNP Standalone
		Order Completion Interval (Dispatch < 6) – UNE Digital Loop DS1
		Order Completion Interval (Dispatch < 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Dispatch < 6) – UNE Other Non Design
		Order Completion Interval (Dispatch >= 6) – 2W Analog Loop Non Design
		Order Completion Interval (Dispatch >= 6) – 2W Analog Loop w/LNP Non Design
		Order Completion Interval (Dispatch >= 6) – LNP Standalone
		Order Completion Interval (Dispatch >= 6) – UNE Digital Loop DS1
		Order Completion Interval (Dispatch >= 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Dispatch >= 6) – UNE Other Non Design
		Order Completion Interval (Non Dispatch < 6) – 2W Analog Loop Non Design
		Order Completion Interval (Non Dispatch < 6) – 2W Analog Loop w/LNP Non Design
		Order Completion Interval (Non Dispatch < 6) – LNP Standalone
		Order Completion Interval (Non Dispatch < 6) – UNE Digital Loop DS1
		Order Completion Interval (Non Dispatch < 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Non Dispatch < 6) – UNE Other Non Design
		Order Completion Interval (Non Dispatch >= 6) – 2W Analog Loop Non Design
		Order Completion Interval (Non Dispatch >= 6) – 2W Analog Loop w/LNP Non Design
		Order Completion Interval (Non Dispatch >= 6) – LNP Standalone
		Order Completion Interval (Non Dispatch >= 6) – UNE Digital Loop DS1
		Order Completion Interval (Non Dispatch >= 6) – UNE ISDN/UDC/IDSL
		Order Completion Interval (Non Dispatch >= 6) – UNE Other Non Design
	Order Completion Interval - UNE Loop and Port Combos	Order Completion Interval (Non Dispatch Dispatch-In < 6) – UNE Loop + Port Combo
		Order Completion Interval (Non Dispatch Dispatch-In 6) – UNE Loop + Port Combo
		Order Completion Interval (Non Dispatch Switch Based < 6) – UNE Loop + Port Combo
		Order Completion Interval (Non Dispatch Switch Based 6) – UNE Loop + Port Combo
	Order Completion Interval - UNE xDSL with Conditioning	Order Completion Interval Distribution (Dispatch < 6) – UNE xDSL (ADSL-HDSL-UCL) w conditioning
		Order Completion Interval Distribution (Dispatch >= 6) – UNE xDSL (ADSL-HDSL-UCL) w conditioning
		Order Completion Interval Distribution (Non Dispatch < 6) – UNE xDSL (ADSL-HDSL-UCL) w conditioning
		Order Completion Interval Distribution (Non Dispatch >= 6) – UNE xDSL (ADSL-HDSL-UCL) w conditioning
	Order Completion Interval -UNE Line Sharing	Order Completion Interval (Dispatch < 6) – UNE Line Splitting w Loop Conditioning
		Order Completion Interval (Dispatch < 6) – UNE Line Splitting w/o Loop Conditioning
		Order Completion Interval (Dispatch >= 6) – UNE Line Splitting w Loop Conditioning
		Order Completion Interval (Dispatch >= 6) – UNE Line Splitting w/o Loop Conditioning
		Order Completion Interval (Non Dispatch < 6) – UNE Line Splitting w Loop Conditioning
		Order Completion Interval (Non Dispatch < 6) – UNE Line Splitting w/o Loop Conditioning
		Order Completion Interval (Non-Dispatch >= 6) – UNE Line Splitting w Loop Conditioning
		Order Completion Interval (Non-Dispatch >= 6) – UNE Line Splitting w/o Loop Conditioning
of Service > 24 Hours	ut of Service > 24 Hours - Design	Out of Service (OOS) > 24 Hours Dispatch – Resale Design
		Out of Service (OOS) > 24 Hours Non Dispatch – Resale Design
	ut of Service > 24 Hours - IC Trunks	Out of Service (OOS) > 24 Hours Dispatch – Local Interconnection Trunks
		Out of Service (OOS) > 24 Hours Non Dispatch – Local Interconnection Trunks
	ut of Service > 24 Hours - POTS	Out of Service (OOS) > 24 Hours Dispatch – Resale Business
		Out of Service (OOS) > 24 Hours Dispatch – Resale Residence
		Out of Service (OOS) > 24 Hours Non Dispatch – Resale Business
		Out of Service (OOS) > 24 Hours Non Dispatch – Resale Residence
	ut of Service > 24 Hours - UNE Line Sharing	Out of Service (OOS) > 24 Hours Dispatch – UNE Line Sharing
		Out of Service (OOS) > 24 Hours Non Dispatch – UNE Line Sharing
	ut of Service > 24 Hours - UNE Loop and Port Combos	Out of Service (OOS) > 24 Hours Dispatch – UNE Loop and Port Combo
		Out of Service (OOS) > 24 Hours Non Dispatch – UNE Loop and Port Combo
	ut of Service > 24 Hours - UNE Loops	Out of Service (OOS) > 24 Hours Dispatch – 2 w Analog Loop Design
		Out of Service (OOS) > 24 Hours Dispatch – 2 w Analog Loop Non-Design
		Out of Service (OOS) > 24 Hours Dispatch – UNE Digital Loop DS1
		Out of Service (OOS) > 24 Hours Dispatch – UNE ISDN/UDC/IDSL
		Out of Service (OOS) > 24 Hours Dispatch – UNE Other - Design
		Out of Service (OOS) > 24 Hours Dispatch – UNE Other - Non Design
		Out of Service (OOS) > 24 Hours Non Dispatch – 2 w Analog Loop Design
		Out of Service (OOS) > 24 Hours Non Dispatch – 2 w Analog Loop Non-Design
		Out of Service (OOS) > 24 Hours Non Dispatch – UNE Digital Loop DS1

Mapping of BellSouth Proposed Disaggregation to Florida Staff Proposed Disaggregation

Measure Name	BellSouth Proposed SEEM Disaggregation	Staff Proposed SQM Disaggregation
Percent Flow-Through Service Request	Out of Service > 24 Hours - UNE XDSL	Out of Service (OOS) > 24 Hours Non Dispatch – UNE ISDN/UDC/IDSL Out of Service (OOS) > 24 Hours Non Dispatch – UNE Other - Design Out of Service (OOS) > 24 Hours Non Dispatch – UNE Other - Non Design Out of Service (OOS) > 24 Hours Dispatch – UNE xDSL (ADSL-HDSL-UCL) Out of Service (OOS) > 24 Hours Non Dispatch – UNE xDSL (ADSL-HDSL-UCL)
	Percent Flow-Through Service Request (Detail) - UNE Other	Percent Flow-Through Service Request - UNELP (Inc. UNELP w LNP)
	Percent Flow-Through Service Request (Detail) - UNE-P	Percent Flow-Through Service Request -UNE-P
	Percent Flow-Through Service Request (Detail) -Business	Percent Flow-Through Service Requests – Total Business
	Percent Flow-Through Service Request (Detail) -LNP	Percent Flow-Through Service Requests – Total LNP
	Percent Flow-Through Service Request (Detail) -Residence	Percent Flow-Through Service Requests – Total Residence
Percent Missed Installation Appointments	Percent Missed Installation Appointments - Design	Percent Missed Installation Appointments (Dispatch) – Resale Design Percent Missed Installation Appointments (Non Dispatch) – Resale Design
	Percent Missed Installation Appointments - IC-Trunks	Percent Missed Installation Appointments (Non Dispatch) – Local Interconnection Trunks
	Percent Missed Installation Appointments - LNP (Standalone)	Percent Missed Installation Appointments (Dispatch) – LNP Standalone Percent Missed Installation Appointments (Non Dispatch) – LNP Standalone
	Percent Missed Installation Appointments - POTS	Percent Missed Installation Appointments (Dispatch) – Resale Business Non-Design Percent Missed Installation Appointments (Dispatch) – Resale Residence Non-Design Percent Missed Installation Appointments (Non Dispatch) – Resale Business Non-Design Percent Missed Installation Appointments (Non Dispatch) – Resale Residence Non-Design
	Percent Missed Installation Appointments – UNE EELs	Percent Missed Installation Appointments (Dispatch) – UNE EELs Percent Missed Installation Appointments (Non Dispatch) – UNE EELs
	Percent Missed Installation Appointments - UNE Line Sharing	Percent Missed Installation Appointments (Dispatch) – UNE Line Sharing Percent Missed Installation Appointments (Dispatch) – UNE Line Splitting Percent Missed Installation Appointments (Non Dispatch) – UNE Line Sharing Percent Missed Installation Appointments (Non Dispatch) – UNE Line Splitting
	Percent Missed Installation Appointments - UNE Loop and Port Combos	Percent Missed Installation Appointments (Non Dispatch Dispatch-In) – UNE Loop + Port Combo Percent Missed Installation Appointments (Non Dispatch Switch Based) – UNE Loop + Port Combo
	Percent Missed Installation Appointments - UNE Loops	Percent Missed Installation Appointments (Dispatch) – 2W Analog Loop Design Percent Missed Installation Appointments (Dispatch) – 2W Analog Loop Non Design Percent Missed Installation Appointments (Dispatch) – 2W Analog Loop w/LNP Design Percent Missed Installation Appointments (Dispatch) – 2W Analog Loop w/LNP Non Design Percent Missed Installation Appointments (Dispatch) – UNE Digital Loop DS1 Percent Missed Installation Appointments (Dispatch) – UNE ISDN/UDC/IDSL Percent Missed Installation Appointments (Dispatch) – UNE Other Design Percent Missed Installation Appointments (Dispatch) – UNE Other Non Design Percent Missed Installation Appointments (Non Dispatch) – 2W Analog Loop Design Percent Missed Installation Appointments (Non Dispatch) – 2W Analog Loop Non Design Percent Missed Installation Appointments (Non Dispatch) – 2W Analog Loop w/LNP Design Percent Missed Installation Appointments (Non Dispatch) – 2W Analog Loop w/LNP Non Design Percent Missed Installation Appointments (Non Dispatch) – UNE Digital Loop DS1 Percent Missed Installation Appointments (Non Dispatch) – UNE ISDN/UDC/IDSL Percent Missed Installation Appointments (Non Dispatch) – UNE Other Design Percent Missed Installation Appointments (Non Dispatch) – UNE Other Non Design
	Percent Missed Installation Appointments -UNE XDSL	Percent Missed Installation Appointments (Dispatch) – UNE xDSL (ADSL-HDSL-UCL) Percent Missed Installation Appointments (Non Dispatch) – UNE xDSL (ADSL-HDSL-UCL)
Percent Missed Repair Appointments	Percent Missed Repair Appointments - Design	Percent Missed Repair Appointments Dispatch – Resale Design Percent Missed Repair Appointments Non Dispatch – Resale Design
	Percent Missed Repair Appointments - IC-Trunks	Percent Missed Repair Appointments Dispatch – Local Interconnection Trunks Percent Missed Repair Appointments Non Dispatch – Local Interconnection Trunks
	Percent Missed Repair Appointments - POTS	Percent Missed Repair Appointments Dispatch – Resale Business Percent Missed Repair Appointments Dispatch – Resale Residence Percent Missed Repair Appointments Non Dispatch – Resale Business Percent Missed Repair Appointments Non Dispatch – Resale Residence
	Percent Missed Repair Appointments – UNE EELs	Percent Missed Repair Appointments Dispatch – UNE EELs Percent Missed Repair Appointments Non-Dispatch – UNE EELs
	Percent Missed Repair Appointments - UNE Line Sharing	Percent Missed Repair Appointments Dispatch – UNE Line Sharing Percent Missed Repair Appointments Non Dispatch – UNE Line Sharing Percent Missed Repair Appointments Dispatch – UNE Line Splitting Percent Missed Repair Appointments Non Dispatch – UNE Line Splitting
	Percent Missed Repair Appointments - UNE Loop and Port Combos	Percent Missed Repair Appointments Dispatch – UNE Loop and Port Combo Percent Missed Repair Appointments Non Dispatch – UNE Loop and Port Combo
	Percent Missed Repair Appointments - UNE Loops	Percent Missed Repair Appointments Dispatch – 2 w Analog Loop Design Percent Missed Repair Appointments Dispatch – 2 w Analog Loop Non-Design Percent Missed Repair Appointments Dispatch – UNE Digital Loop DS1 Percent Missed Repair Appointments Dispatch – UNE ISDN/UDC/IDSL Percent Missed Repair Appointments Dispatch – UNE Other - Design Percent Missed Repair Appointments Dispatch – UNE Other - Non Design Percent Missed Repair Appointments Non Dispatch – 2 w Analog Loop Design Percent Missed Repair Appointments Non Dispatch – 2 w Analog Loop Non-Design Percent Missed Repair Appointments Non Dispatch – UNE Digital Loop DS1 Percent Missed Repair Appointments Non Dispatch – UNE ISDN/UDC/IDSL Percent Missed Repair Appointments Non Dispatch – UNE Other - Design Percent Missed Repair Appointments Non Dispatch – UNE Other - Non Design
	Percent Missed Repair Appointments - UNE XDSL	Percent Missed Repair Appointments Dispatch – UNE xDSL (ADSL-HDSL-UCL) Percent Missed Repair Appointments Non Dispatch – UNE xDSL (ADSL-HDSL-UCL)
Percent of Time BellSouth Applies the 10-digit Trigger Prior to the LNP Order Due Date	Percent of Time BellSouth Applies the 10-digit Trigger Prior to the LNP Order Due Date	Percent of Time BellSouth Applies the 10-digit Trigger Prior to the LNP Order Due Date – LNP
Percent Provisioning Troubles within 30 days of Service Order Completion	Percent Provisioning Troubles w/in 30 Days of Service Order Completion – LNP Standalone	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) – LNP Standalone Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) – LNP Standalone
	Percent Provisioning Troubles w/in 30 Days of Service Order Completion – UNE EELs	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) – UNE EELs Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) – UNE EELs
	Percent Provisioning Troubles within 30 days of Service Order Completion - Design	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) – Resale Design Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) – Resale Design
	Percent Provisioning Troubles within 30 days of Service Order Completion - IC-Trunks	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) – Local Interconnection Trunks
	Percent Provisioning Troubles within 30 days of Service Order Completion - POTS	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) – Resale Business Non-Design

Action Item 6, Exhibit 2

Mapping of BellSouth Proposed Disaggregation to Florida Staff Proposed Disaggregation

Measure Name	BellSouth Proposed SEEM Disaggregation	Staff Proposed SQM Disaggregation
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- Resale Residence Non-Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- Resale Business Non-Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- Resale Residence Non-Design
	Percent Provisioning Troubles within 30 days of Service Order Completion - UNE Line Sharing	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- Line Sharing
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- UNE Line Splitting
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- Line Sharing
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- UNE Line Splitting
	Percent Provisioning Troubles within 30 days of Service Order Completion - UNE Loop and Port Combos	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch Dispatch-In) -- UNE Loop + Port Combo
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch Switch Based) -- UNE Loop + Port Combo
	Percent Provisioning Troubles within 30 days of Service Order Completion - UNE Loops	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- 2W Analog Loop Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- 2W Analog Loop Non Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- 2W Analog Loop w/LNP Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- 2W Analog Loop w/LNP Non Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- UNE Digital Loop DS1
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- UNE ISDN/UDC/IDSL
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- UNE Other Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- UNE Other Non Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- 2W Analog Loop Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- 2W Analog Loop Non Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- 2W Analog Loop w/LNP Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- 2W Analog Loop w/LNP Non Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- UNE Digital Loop DS1
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- UNE ISDN/UDC/IDSL
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- UNE Other Design
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- UNE Other Non Design
	Percent Provisioning Troubles within 30 days of Service Order Completion - UNE xDSL	Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Dispatch) -- UNE xDSL (ADSL-HDSL-UCL)
		Percent Provisioning Troubles w/in 30 Days of Service Order Completion (Non Dispatch) -- UNE xDSL (ADSL-HDSL-UCL)
Percent Repeat Troubles within 30 days	Percent Repeat Troubles within 30 Days - Design	Percent Repeat Troubles within 30 Days Dispatch -- Resale Design
		Percent Repeat Troubles within 30 Days Non Dispatch -- Resale Design
	Percent Repeat Troubles within 30 days - IC-Trunks	Percent Repeat Troubles within 30 Days Dispatch -- Local Interconnection Trunks
		Percent Repeat Troubles within 30 Days Non Dispatch -- Local Interconnection Trunks
	Percent Repeat Troubles within 30 Days - POTS	Percent Repeat Troubles within 30 Days Dispatch -- Resale Business
		Percent Repeat Troubles within 30 Days Dispatch -- Resale Residence
		Percent Repeat Troubles within 30 Days Non Dispatch -- Resale Business
		Percent Repeat Troubles within 30 Days Non Dispatch -- Resale Residence
	Percent Repeat Troubles within 30 Days -- UNE EELs	Percent Repeat Troubles within 30 Days - Dispatch - UNE EELs
		Percent Repeat Troubles within 30 Days - Non-Dispatch - UNE EELs
	Percent Repeat Troubles within 30 Days - UNE Line Sharing	Percent Repeat Troubles within 30 Days Dispatch -- UNE Line Sharing
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE Line Sharing
		Percent Repeat Troubles within 30 Days Dispatch -- UNE Line Splitting
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE Line Splitting
	Percent Repeat Troubles within 30 Days - UNE Loop and Port Combos	Percent Repeat Troubles within 30 Days Dispatch -- UNE Loop and Port Combo
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE Loop and Port Combo
	Percent Repeat Troubles within 30 days - UNE Loops	Percent Repeat Troubles within 30 Days Dispatch -- 2 w Analog Loop Design
		Percent Repeat Troubles within 30 Days Dispatch -- 2 w Analog Loop Non-Design
		Percent Repeat Troubles within 30 Days Dispatch -- UNE Digital Loop DS1
		Percent Repeat Troubles within 30 Days Dispatch -- UNE ISDN/UDC/IDSL
		Percent Repeat Troubles within 30 Days Dispatch -- UNE Other - Design
		Percent Repeat Troubles within 30 Days Dispatch -- UNE Other - Non Design
		Percent Repeat Troubles within 30 Days Non Dispatch -- 2 w Analog Loop Design
		Percent Repeat Troubles within 30 Days Non Dispatch -- 2 w Analog Loop Non-Design
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE Digital Loop DS1
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE ISDN/UDC/IDSL
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE Other - Design
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE Other - Non Design
	Percent Repeat Troubles within 30 Days - UNE xDSL	Percent Repeat Troubles within 30 Days Dispatch -- UNE xDSL (ADSL-HDSL-UCL)
		Percent Repeat Troubles within 30 Days Non Dispatch -- UNE xDSL (ADSL-HDSL-UCL)
Reject Interval	Reject Interval - Fully Mechanized	Reject Interval (Fully Mechanized)
	Reject Interval - Local Interconnection Trunks	Reject Interval -- Local Interconnection Trunks
	Reject Interval - Non-Mechanized	Reject Interval (Non- Mechanized)
	Reject Interval - Partially Mechanized	Reject Interval (Partially Mechanized)
Service Order Accuracy	Service Order Accuracy -- Resale	Service Order Accuracy -- Resale
	Service Order Accuracy -- UNE	Service Order Accuracy -- UNE
	Service Order Accuracy -- UNE-P	Service Order Accuracy -- UNE-P
Trunk Group Performance	Trunk Group Performance -- Aggregate and (CLEC) Specific	Trunk Group Performance -- Aggregate and (CLEC) Specific