

MOYLE, FLANIGAN, KATZ, RAYMOND, WHITE & KRASKER, P.A.
ATTORNEYS AT LAW

The Perkins House
118 North Gadsden Street
Tallahassee, Florida 32301

Telephone: (850) 681-3828
Facsimile: (850) 681-8788

Wellington Office
(561) 227-1560
West Palm Beach Office
(561) 659-7500

Vicki Gordon Kaufman
E-mail: vkaufman@moylslaw.com

August 16, 2006

Via Electronic Filing

Blanco Bayó
Director, Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 000121A-TP

Dear Ms. Bayó:

Enclosed for filing please find the CLEC's response to Staff's August 3 request for comments. The CLEC response is indicated in green.

Please contact me if you have any questions. Thank you for your assistance.

Sincerely,

s/Vicki Gordon Kaufman

Vicki Gordon Kaufman

VGK/pg

cc: Parties of Record

BellSouth and CLEC Proposed Florida PAP Modifications

Deleted: August 15, 2006

August 16, 2006

BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<p style="font-size: 2em; font-weight: bold; margin: 0;">SQM</p>		

INTRODUCTION/REPORT PUBLICATION DATE/REPORT DELIVERY METHOD

<p>Introduction</p> <ul style="list-style-type: none"> This plan results from the many divergent forces evolving from the 96 Act. This specific SQM is based on Order No. PSC-06-0172-FOF-TP IBD regarding non-awaited change of law issues ordered issued by the Florida Public Service Commission (FPC) on March 2, 2006 IBD and the FPC's April 4, 2006 vote on its staff recommendation in Docket No. 041269-TP 000121A-TP. 	<p>CLECs agree.</p>	
--	---------------------	--

PRE-ORDERING

OSS-1 ARI OSS Response Interval (Pre-Ordering/Ordering/Maintenance and Repair)

<p>Definition</p> <p>The response interval is the average percentage of time to retrieve pre-order/order/maintenance and repair information from a given legacy system.</p>	<p>CLECs need more information-see comments in calculation section</p>	
<p>Exclusions</p> <ul style="list-style-type: none"> Syntactically Incorrect queries Scheduled OSS Maintenance Test Transactions/Records Timeouts Bundled transactions and/or use of any process that results in excessive volumes that exceed a reasonable distribution of daily and/or hourly transactions 	<p>CLECs request information regarding the frequency and impact of timeouts and how many timeouts were associated with a system outage reported in OSS-2. How long is a system unavailable before it is reported in OSS-2? How are BellSouth timeouts reported?</p> <p>Bundled etc.--CLECs oppose this nebulous, open ended exclusion, and request that BellSouth give examples, frequency, and reasons for previous incidents. CLECs note that BellSouth consistently fails PSIMS through TAG, and consistently passes with other systems which have far greater volumes (pre-order).</p>	
<p>Business Rules</p> <p>The average response interval for retrieving Pre-Ordering/Ordering/Maintenance & Repair information from a given legacy system is determined by summing the response times for all</p>	<p>Added systems to be measured. Added Tier 1 due to CLEC loss of productive hours.</p> <p>The following systems are observed in the Pre-Ordering/Ordering</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
	<p>requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.</p> <p>The following systems are observed in the Pre-Ordering/Ordering OSS Response Interval measurement: RSAG-Address, RSAG-TN, ATLAS, COFFL, DSAP, and CRIS. The following systems are observed in the Maintenance and Repair OSS Response Interval measurement: CRIS, DLETH, DLR, LMOSupd, LNP Gateway, MARCH, OSPCM, Predictor, SOCS, and NIW.</p> <p>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</p> <p>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.</p>	<p>OSS Response Interval measurement: RSAG-Address, RSAG-TN, ATLAS, COFFL, DSAP, CAFÉ, SOEG, TAFI, CPSS and CRIS.</p> <p>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, TAFI, CPSS and NIW.</p> <p>Regarding change to average minutes, CLECs need more information-see comments in calculation section</p>	
<u>Calculation</u>	<p><u>Calculation</u></p> <p><u>Pre-Ordering/Ordering/Maintenance & Repair OSS Response Interval</u> $= \frac{(a - b)}{100}$ <ul style="list-style-type: none"> a = Date and time of legacy response b = Date and time of legacy request <p><u>Pre-Ordering/Ordering/Maintenance & Repair Average Response Interval</u> $= \frac{(c / d)}{100}$ <ul style="list-style-type: none"> c = Sum of response intervals d = Number of legacy requests during the reporting period <p><u>Maintenance & Repair OSS Response Interval</u> $= \frac{(e - f)}{100}$ <ul style="list-style-type: none"> e = Query Response date and time f = Query Request date and time <p><u>Maintenance & Repair Percent Response Interval (per category)</u> $= \frac{(e / f) \times 100}{100}$ </p> </p></p></p>	<p>CLECs require more information before taking a position. When was this security requirement for M&R put into place? If the security requirement is the issue, why does BellSouth consistently pass for CRIS, DLETH, LMOS, MARCH, NIW, and consistently fail for DLR, LMOSUPD, and OSPCM?</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
	<ul style="list-style-type: none"> c= Number of responses returned within 10 seconds d= Number of queries submitted in the reporting period 		
<u>Report Structure</u>	<ul style="list-style-type: none"> Pre-Ordering/Ordering/Maintenance & Repair OSS Average Response Interval Maintenance & Repair OSS Percent Response Interval Legacy System/Interface Specific Geographic Scope <ul style="list-style-type: none"> Region 	See issues above	
<u>SOM Disaggregation Analog/Benchmark</u>	<ul style="list-style-type: none"> Maintenance & Repair OSS Response Percent within 10 Seconds Average Interval Regional Level, Per OSS Interface Parity with Retail + 2 	See issues above	
<u>SEEM Measure</u>		SEEM <u>Tier I</u> <u>Tier II</u> Yes.....X.....X	
OSS-2 IA Interface Availability (Pre-Ordering/Ordering/Maintenance and Repair)			
<u>Calculation</u>	OSS Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair) = (a / b) X 100 <ul style="list-style-type: none"> a = Functional Availability in Minutes b = Scheduled Availability in Minutes 	CLECs agree	
PO-2 LMT Loop Makeup- Response Time – Electronic			
<u>Exclusion</u>	<ul style="list-style-type: none"> Manually Submitted Inquiries Canceled Requests Scheduled OSS Maintenance Test Transactions/Records Bundled transactions and/or use of any process that results in excessive volumes that exceed a reasonable distribution of daily and/or hourly transactions 	CLECs oppose this nebulous, open ended exclusion, and request that BellSouth give examples and frequency, and reasons for previous incidents. CLECs also request that BellSouth to provide system capability.	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
PO-3 /BMAJ: UNE Bulk Migration Batch Scheduler Availability (Pre-Ordering)			
SOM Disaggregation - Analog/Benchmark rk		Disaggregation Analog/Benchmark UNE Bulk Migration Batch Scheduler Availability..... 99.5%	
ORDERING			
O-3 FT Percent Flow-Through Service Requests			
Notes <ul style="list-style-type: none"> The Flow-Through Error Analysis will be posted with the Flow-Through report is available on the PMAP website. The Flow-Through Error Analysis provides an analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued. CLEC LSR Information (e.k.a. LSR Detail Report) is available by subscription. A CLEC wishing to receive a copy of their report should submit a feedback form (see link located in the "Resources" section on left side of PMAP website). Enter the name of the report in the Comments section. The CLEC LSR information is available for any CLEC on the PMAP website. 	<p>Although CLECs did not ask for specific changes to this measure, they are gravely concerned about level of flow-through, the increase in required manual service order submission, and the lack of a task force to improve the situation. CLECs request that BellSouth present at the workshop the current state of electronic and manual order processing, and its plans for the future so that appropriate measure(s) can be established.</p> <p>CLECs agree with BellSouth changes.</p>		
O-8 RI Reject Interval			
Business Rules	<p>... can be found on the Interconnection website (http://www.interconnection.bellsouth.com/centers)</p> <p>The hours of operation are 8 am through 6 pm Monday through Friday.</p>		
Report Structure	<p>One report with the following four Disaggregation Levels and their associated interval buckets:</p> <p>Fully Mechanized: 0 - <= 1 hour</p> <p>Partially Mechanized: 0 - <= 8 business hours</p> <p>Non-Mechanized: 0 - <= 24 12 business hours</p> <p>Local Interconnection Trunks: 0 - <= 4 business days</p>		O-8

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<u>SOM</u> <u>Disaggregation</u> <u>Analog/Benchmark</u> <u>rk</u>		CLEC Specific CLEC Aggregate Geographic Scope State Fully Mechanized..... 97% <= 1 Hour Partially Mech.....95% <= 10.8 business Hours Non-Mech..... 95% <= 24.12 business Hours Local Int.. Trunks 90%..... <= 4 business Days	
O-9 FOCT Firm Order Confirmation Timeliness			
<u>Business Rules</u>		<p>...can be found on the Interconnection website (http://www.interconnection.bellsouth.com/eenters)</p> <p>The hours of operation are 8 am through 6 pm Monday through Friday.</p> <p>Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in ordering interface gateways) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative, via Direct Order Entry (DOE) or Service Order Negotiation Generation system (SONGS) to SOGS</p>	
<u>Report Structure</u>		One report with the following four Disaggregation Levels and their associated interval buckets: Fully Mechanized: 0 - <= 3 business hours Partially Mechanized: 0 - <= 10 business hours Non-Mechanized: 0 - <= 24.12 Business hours Local Interconnection Trunks: 0 - <= 5 business days CLEC Specific CLEC Aggregate Geographic Scope State	<p>O-9 FOCTI: Firm Order Confirmation Timeliness</p>
<u>SOM</u> <u>Disaggregation</u> <u>Analog/Benchmark</u> <u>rk</u>	SQM Level of Disaggregation SQM/SEEM Analog/Benchmark • Resale—Residence (Non-Design) Fully Mechanized Fully	SQM/SEEM Analog/Benchmark Fully Mech..... 95% <= 3 Business Hours Partially Mech..... 95% <= 10 Business Hours	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
	<ul style="list-style-type: none"> Mechanized: 95% <= 3 Hours Resale—Business (Non-Design) Partially Mechanized Partially Mechanized: 95% <= 10 Hours Resale—Design (Special) Non-Mechanized Mechanized: 95% <= 24 Hours LNP (Standalone) UNE Analog Loop UNE Analog Loop with LNP UNE Digital Loop >= DSL UNE ISDN/VDC/DSL UNE Other UNE Line Splitting UNE EELs UNE xDSL (ADSL, HDSL, UCL) Local Interconnection Trunk..... 95% <= 5 business days 	<p>Non-Mech..... 95% <= 24 12 Business Hours</p> <p>CLECs disagree. BellSouth's proposal would permit BellSouth to mask discrimination. For example, the benchmark for BellSouth's performance for partially mechanized orders is 95% within 10 business hours. Following is June performance for various products which illustrates the wide disparity in performance, which would be undetected if all products were grouped as one.</p> <p>LNP Standalone 98.7% Resale Bus 92.0% Resale Res 95.1% UNE Analog Loop 88.2% Loop with LNP 72.2% Loop >DSL 88.0% EELs 75.7% ISDN 77.4%</p> <p>Line sharing/splitting 71.5% xDSL 85.7%</p>	

O-11 FOCC: Firm Order Confirmation and Reject Response Completeness

Exclusions		<p>---Service requests canceled by the CLEC prior to FOC or Reject being sent</p> <p>----Fatal Rejects (leave-in)</p> <p>---LSRs identified as "Projects" with the exception of valid "Projects IDs" for Bulk Migrations</p> <p>---Test Transactions/Records</p>	
SQM Disaggregation Analog/Benchmark		<p>Fully Mechanized..... 98% Returned (new change)</p> <p>Partially Mechanized..... 95% Returned</p> <p>Non-Mechanized..... 95% Returned</p> <p>Local Inter. Trunks..... 95% Returned</p>	<p>Deleted: 98%</p> <p>Deleted: 95</p>

O-12 OAAAT Average Answer Time - Ordering Centers

Business Rules		<p>The duration starts when a CLEC representative or BellSouth customer makes a choice on the ordering center's menu and is put in queue for the next service representative and stops when a BellSouth</p>	
----------------	--	---	--

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<u>SEEM Measure</u>		<p>service representative answers the call. Abandoned calls are not included in the volume of calls handled but are included in total seconds. Small Business has a universal call center where the same service representatives handle both ordering and maintenance calls. Twenty percent of these calls stem from ordering related activity and are reported in this measurement. (CLECs request a discussion of the 20% amount)</p> <p>SEEM Tier I Tier II Yes X X</p>	
PROVISIONING			
P-2A PJ48: Percentage of Orders Given Jeopardy Notices >= 48 Hours			
<u>Exclusions</u>		<p>---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 Orders ---Orders jeopardized 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 Order</p>	
<u>Business Rules</u>		<p>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. 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/FAX Server until 5 PM on the due date of the order. This report measures both non-dispatched and dispatched orders only.</p>	
		<p>Percentage of Orders Given Jeopardy Notice ≥ 48 Hours = (a / b) X 100 a = Number of orders given jeopardy notice ≥ 48 consecutive hours in the reporting period b = Number of orders given jeopardy notices in the reporting period</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<u>P-2B /PJJ:</u>	<i>Percentage of Orders Given Jeopardy Notices</i>		
<u>Exclusions</u>		<p>---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). (how determined)</p> <p>---Disconnect Orders</p> <p>---Listing Orders</p> <p>---Orders jeopardized on the due date</p> <p>---Orders issued with a due date of less than or equal to 48 hours</p>	
<u>Business Rules</u>		<p>Orders that have a due date in the reporting period are included in the calculation. <u>Orders issued with a due date of less than or equal to 48 consecutive hours will be counted in the next reporting period.</u></p> <p>Percent of Orders Given Jeopardy Notice = (a / b) X 100</p> <p>a = Number of orders given jeopardy notices in the reporting period</p> <p>b = Number of orders <u>with a due date earliest(due)</u> in the reporting period</p>	
<u>Calculation</u>			
<u>P-3 /MIA/:</u>	<i>Percent Missed Installation Appointments</i>		
<u>Exclusions</u>		<p>---Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. ("Zero Due Date Orders")</p> <p>---Order activities of BellSouth or the CLEC associated with internal or administrative <u>use</u> of local services (Record Orders, Test Orders, etc., which may be order types C, N, R or T)</p> <p>---Disconnect Orders</p> <p>---Listing Orders</p>	
<u>P-3A /MIA/:</u>	<i>Percent Missed Installation Appointments-Unbundled Dedicated Transport (Commingleing) (NEW)</i>		
<u>Definition</u>		<p><u>This report measures the percentage of commingled orders for which BellSouth is unable to complete the service orders on the committed due date.</u></p> <p><u>Exclusions</u></p> <p><u>Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. ("Zero Due Date Orders")</u></p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<u>Business Rules</u>		<p>All Service orders are considered as met, unless the first missed appointment code is due to BellSouth company reasons. If an attempt is made to provision service prior to the commitment time, but there is no access, a miss will not be counted unless BellSouth fails to meet the original commitment time. If no access occurs after the commitment time, the report is flagged a missed appointment.</p>	
<u>Calculation</u>		<p>Percent Missed Installation Appointments = (a / b) X 100 a = Number of orders where the installation appointment is not met b = Total number of orders completed during the reporting period]</p>	
<u>Report Structure:</u>		<p>CLEC Specific CLEC Aggregate BellSouth Aggregate Dispatch/Non-Dispatch Geographic Scope State</p>	
<u>SQM Disaggregation - Analog/Benchmark</u>		<p>Unbundled Dedicated Transport- Commingled Unbundled Network Elements (UNE) Loop >= DSI Retail DSI/DS3 Unbundled Dedicated Transport- Commingled Currently Combined UNE Combinations NE EELs...Retail DSI/DS3 Unbundled Dedicated Transport- Commingled Ordinarily Combined UNE combinations Retail DSI/DS3 Unbundled Dedicated Transport – Commingled Unbundled Dark Fiber Retail DSI /DS3</p>	
<u>SEEM Measure</u>		<p>SEEM Tier I Tier II Yes X X</p>	
<i>P-4 OCI Order Completion Interval</i>			
<u>Business Rules</u>		<p>The 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 order completion date. Orders worked on zero due dates are calculated with a .33-day interval (8 hours). Orders can be either dispatch or non-dispatch. Only valid business days will be included in the calculation of this</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<p>SOM Disaggregation Analog/Benchmark rk</p>	<p>SQM Level of Disaggregation Analog/Benchmark</p> <p>UNE Digital Loop >= DS1.....Retail Digital Loop >= DS1 (Dispatch)</p> <ul style="list-style-type: none"> • UNE EEL.....Retail DS1/DS3 (Dispatch) • UNE xDSL (HDSL, ADSL and UCL) <p>without conditioning.....<= 5 Days Published in the <u>Interval Guide</u></p> <p>with conditioning.....<= 12 Days Published in the <u>Interval Guide</u></p> <ul style="list-style-type: none"> • UNE ISDN/UDC/IDSL.....Retail ISDN - BRI • UNE Line Splitting without Conditioning..ADSL Provided to Retail <p>with Conditioning.....<= 12 Days Published in the <u>Interval Guide</u></p>	<p>LNP (Standalone)..... Retail Residence and Business (POTS)*is this count duplicated?</p> <p>UNE xDSL (HDSL, ADSL and UCL) without conditioning <= 5 <u>Business Days</u> with conditioning <= 12 <u>Business Days</u></p> <p>UNE Line Splitting without Conditioning.....ADSL Provided to Retail with Conditioning <= 12 <u>Business Days</u></p> <p>CLECs disagree. CLECs request that BellSouth explain why CLECs loops require dispatch more often than BellSouth. CLECs believe that current analog is the best like-to-like comparison, or establish a dispatch and non-dispatch level of disaggregation</p> <p>Regarding the Interval Guide, making this change puts BellSouth in charge of setting its own benchmarks (Fox in charge of the hen house)</p>	
<p>P-7 CCI Coordinated Customer Conversions – Hot Cut Duration</p> <p>Exclusions</p>	<p>---Canceled Service Orders</p> <p>---Delays caused by the CLEC [<u>what is used to determine?</u>]</p> <p>---Non-Coordinated Conversions</p> <p>---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)</p> <p>----Listing Orders</p> <p>CLECs disagree. Liberty concluded that a coordinated customer conversion could not take place in less than a minute. If these are errors, CLECs recommend they be handled the same as other erroneous unusable data. Mr. Varner's supplemental affidavit, which addresses this issue, appears inconsistent with the SQM definition.</p>	<p>interval. Valid business days may be found at the following website (http://www.interconnection.bellsouth.com/#localorderinghandbook#intervalguide) are (BellSouth and CLECs to define..</p>	
<p>Business Rules</p>	<p>Add</p> <p>When the cut interval for a conversion is greater than zero, yet less than one minute, that conversion will reflect a zero cut interval.</p>		

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
P-7C CPT Hot Cut Conversions - Percent Provisioning Troubles Received within 5 Business Days of a Completed Service Order			
<u>Definition</u>		This report measures the percentage of provisioning troubles received within 5 business days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion and ensures the quality and accuracy of Hot Cut Conversion activities.	
<u>Calculation</u>		Percentage of Provisioning Troubles within 5 business Days of Service Order Completion = (a / b) X 100 a = The sum of all Hot Cut Circuits with a trouble within 5 days following service order(s) completion b = The total number of Hot Cut Circuits completed in the previous reporting period	
P-9 PPT Percent Provisioning Troubles within "X" Days of Service Order Completion			
<u>Definition</u>		This report measures the quality and accuracy of the provisioning process by calculating the percentage of troubles received within "X" business days of service order completion.	
<u>Business Rules</u>		The first trouble report received after the completion of a service order is counted in this measure. When the completed service order is matched to a trouble report, it is uniquely counted one time in the numerator. Candidates are identified by searching the prior report period for all completed service orders and then searching for all trouble reports received within 5 business days (POTS Non-Designed services) or 14 business days (Designed services) of the service order completion date.	
P-11 SOA Service Order Accuracy			
<u>Definition</u>		This report measures the accuracy and completeness of CLEC requests for service by comparing the CLEC Local Service Request (LSR) to the completed service order after provisioning has been completed. Only electronically submitted LSRs that require manual handling (Partially Mechanized or non mechanized) by a BellSouth service representative in the LCSC are measured.	
P-12-A POC Percent Orders Clarified Multiple Times (NEW)			
<u>Definition</u>		This report measures the percentage of rejected service requests for	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
Exclusions		<p>which BellSouth rejected the service request in error.</p> <p>---Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. ("Zero Due Date Orders")</p> <p>---Order activities of BellSouth or the CLEC associated with internal or administrative use [how determine??]of local services (Record Orders, Test Orders, etc., which may be order types C, N, R or T)</p> <p>---Disconnect Orders</p> <p>---Listing Orders</p>	
Business Rules		<p>All Service requests are screened for errors and when returned placed in "duration" for 48 hours. During the duration, the order is not available for any expedite, update or change. In those instances where the CLEC's service request was rejected in error or multiple times the service delivery date is delayed.</p> <p>Invalid rejections are those rejections that would not have occurred if BellSouth provided the capability to review the entire service request for errors. Rejections in error are those that are rejected despite accurate data or are rejected because a BellSouth system such as RSAG has provided the CLEC with erroneous data.</p>	
Calculation		<p>Percent Service Requests Clarified in Error/Invalid Clarifications = (a / b) X 100</p> <p>a = Number of service requests with erroneous or invalid rejections</p> <p>b = Total number of service requests rejected</p>	
Report Structure		<p><u>CLEC Specific</u> <u>CLEC Aggregate</u> <u>BellSouth Aggregate</u> <u>Geographic Scope</u> <u>State</u></p>	
SOM Disaggregation Analogue/Benchmark		<p><u>Resale Residence (Non-Design)..... Retail Residence (Non-Design)</u> <u>Resale Business (Non-Design).....Retail Business (Non-Design)</u> <u>Resale Design.....Retail Design</u> <u>LNP (Standalone).....Retail Residence and Business (POTS)</u> <u>UNE Analog Loop (Design).....Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)</u></p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
		<p><u>UNE Analog Loop (Non-Design)...Retail Residence and Business – POTS (Excluding Switch Based Orders)</u></p> <p><u>UNE Analog Loop with LNP-Design...Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)</u></p> <p><u>UNE Analog Loop with LNP-Non-Design...Retail Residence and Business – POTS (Excluding Switch Based Orders)</u></p> <p><u>UNE Digital Loop >= DSI...Retail Digital Loop >= DSI</u></p> <p><u>UNE EELs...Retail DSI/DS3</u></p> <p><u>UNE xDSL (HDSL, ADSL and UCL)...ADSL Provided to Retail</u></p> <p><u>UNE ISDN/UDC/IDSL...Retail ISDN - BRI</u></p> <p><u>UNE Line Splitting...ADSL Provided to Retail</u></p> <p><u>UNE Other Design...Diagnostic</u></p> <p><u>UNE Other Non-Design...Diagnostic</u></p> <p><u>Local Inter. Trunks...Parity with Retail Trunks</u></p>	
<u>SEEM Measure</u>		<p>SEEM Tier I Tier II</p> <p>Yes X X</p>	
P-12 B POC Percent Service Requests Clarified Multiple Times (NEW)			
Definition		<p>This report measures the percentage of service requests that BellSouth clarifies multiple times.</p>	
Exclusions		<p>---Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. (“Zero Due Date Orders”)</p> <p>---Order activities of BellSouth or the CLEC associated with internal or administrative use [how determine??]of local services (Record Orders, Test Orders, etc., which may be order types C, N, R or T)</p> <p>---Disconnect Orders</p> <p>---Listing Orders</p>	
Business Rules		<p>CLECs are experiencing a significant amount of clarifications in error, and unnecessary clarifications due to inadequate OSS capability by BellSouth. This situation increases CLEC costs and delays service delivery.</p> <p>All Service requests are screened for errors and when returned</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
		<p>placed in "duration" for 48 hours. During the duration, the order is not available for any expedite, update or change. In those instances where the CLEC was clarified in error the service delivery date is delayed. By measuring the number of times a service request was clarified, a view to the amount of delay the CLEC experience is exposed.</p> <p><u>Percent Service Requests with multiple clarifications = (a / b) X 100</u></p> <p>a = Number of service requests with multiple clarifications</p> <p>b = Total number of service requests clarified during the reporting period</p>	
Calculation		<p><u>CLEC Specific</u> <u>CLEC Aggregate</u> <u>BellSouth Aggregate</u> <u>Dispatch/Non-Dispatch (except Trunks)</u> <u>Geographic Scope</u> <u>State</u></p>	
SOM Disaggregation Analog/Benchmark rk		<p><u>Retail Residence (Non-Design)... Retail Residence (Non-Design)</u> <u>Retail Business (Non-Design)...Retail Business (Non-Design)</u> <u>Retail Design... Retail Design</u> <u>LNP (Standalone)...Retail Residence and Business (POTS)</u> <u>UNE Analog Loop (Design)...Retail Residence, Business and Design (Dispatch)(Excluding Digital Loops)</u> <u>UNE Analog Loop (Non-Design)...Retail Residence and Business – POTS (Excluding Switch Based Orders)</u> <u>UNE Analog Loop with LNP-Design...Retail Residence, Business and Design (Dispatch) (Excluding Digital Loops)</u> <u>UNE Analog Loop with LNP-Non-Design...Retail Residence and Business – POTS (Excluding Switch Based Orders)</u> <u>UNE Digital Loop >= DSI...Retail Digital Loop >= DSI</u> <u>UNE EELs...Retail DSI/DS3</u></p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
SEEM Measure		<p><u>UNE xDSL (HDSL, ADSL and UCL)...ADSL Provided to Retail</u></p> <p><u>UNE ISDN/UDC/IDSL..... Retail ISDN – BRI</u></p> <p><u>UNE Line Splitting....ADSL Provided to Retail</u></p> <p><u>UNE Other Design....Diagnostic</u></p> <p><u>UNE Other Non-Design.... Diagnostic</u></p> <p><u>Local Inter. Trunks.....Parity with Retail Trunks</u></p>	
		<p><u>SEEM Tier I Tier II</u></p> <p><u>Yes X X</u></p>	
MAINTENANCE AND REPAIR			
M&R-1 MRA Percent Missed Repair Appointments			
Definition		This report measures the percentage of customer trouble reports <u>due in current reporting period and not cleared</u> by the committed date and time.	
Business Rules		The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time BellSouth personnel clear the trouble and close the customer trouble report in their workstation. If this is after the commitment time, the report is flagged as a 'missed commitment' or a 'missed repair appointment'. If no access occurs after the commitment time, the report is flagged a missed appointment. <u>Please clarify</u> .	
M&R-2 CTRR Customer Trouble Report Rate			
Exclusions	<ul style="list-style-type: none"> <u>Troubles captured in the measures P-9 [PPT] and M&R-4 [PRT]</u> 	<p>CLECs disagree. The troubles in these measures are part of the actual trouble report rate--to exclude them would cause the report to be inaccurate. Secondly, BellSouth's rationale that troubles are counted twice for these 2 measures makes no sense. The troubles associated with all M&R measures are in CTRR, not just these two.</p>	
Business Rules		Customer Trouble Report Rate contains all closed customer direct (define) reports, including repeat reports, divided by the total "number of service" lines.	
Calculation		Customer Trouble Report Rate = (a / b) X 100 a = Count of initial and repeated customer trouble reports closed in	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<p>SEEM Measure</p>	<p>SEEM Measure</p> <p>SEEM Tier I Tier II</p> <p>Yes No X X</p>	<p>the current reporting period (Clarify what is in and what is out)</p> <p>b = Number of lines in service at end of the reporting period</p> <p>--CLECS disagree, and note that the rationale BellSouth used to support this proposal is the same as was offered, and rejected, in the last review. CTR is a measure of quality of both maintenance and repair.</p> <p>--Regarding BellSouth's comment that it is "a broad indicator of whether customers <i>choose</i> to submit trouble reports", the CLECs maintain that all customers (wholesale and retail) choose and are entitled to working service.</p> <p>--Regarding BellSouth's comment that "some CLECs do a better job of isolating troubles to their network than do others. Those that do not isolate troubles will have higher trouble report rates, and it would certainly not be appropriate to penalize BellSouth because a CLEC did not isolate troubles properly", CLECs inquire what % of BellSouth's retail customers isolate troubles and thus avoid making a trouble report. Quite possibly the lack of retail isolation of troubles has resulted in an artificially high trouble report rate for BellSouth, masking its performance for retail customers. Additionally, CLECs incur charges from BellSouth when they submit trouble reports, therefore they have a significant incentive to avoid unnecessary reports.</p> <p>--The CLECs also disagree with the Bell South notion that the z-test is excessively sensitive for parity determination. The z-test can be reasonably applied in this case. As an initial point the z-test is a statistical test of <i>means differences</i>, which therefore implies that it is insensitive to all other statistical sources of difference and inequity (e.g., variance). Furthermore, the z-test is one of equity, which is what the record calls for, with mitigation for random variation built in. If the CLECs get a "high level of service" (an undefined term fraught with subjective overtones), but Bell South gives itself a higher level, this difference represents an inequity that can easily be exploited in the marketplace. Also, recall that high retail volumes reduce the uncertainty of the z-test declaration, making random variation less of a factor in that declaration. Therefore,</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
		<p>large volumes in a z-test imply that the declaration will have increased accuracy, and whether a "pass" or a "fail" the declaration can be made with greater confidence. Finally, even if the average performance difference is small, a failed high volume z-test implies that the difference is significant. This is because with large volumes, a failed z-test implies that many observations could each have contributed to the overall failure. For those CLECs whose volume is smaller than the retail volume, individual poor-performance transactions (whose existence is evidenced by the z-test failure) can easily continue to have a chilling effect on business, regardless of the retail volume.</p>	
<i>M&R 3 Maintenance Average Duration</i>			
<u>Definitions</u>		<p>This report measures the average duration of customer troubles <u>closed during the reporting period.</u></p>	
<u>Business Rules</u>		<p>The duration starts on the date and time of receipt of a repair request and stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work systems). For tickets administered through WFA, (CLECs and BellSouth), durations do not include No Access, Delayed Maintenance and Referred Time. (Clarify)</p>	
<i>M&R-4 [PRT]: Percent Repeat Customer Troubles within 30 Days</i>			
<u>Title</u>		<p>M&R-4 [PRT]: Percent Repeat Customer Troubles within 30 <u>Calendar</u> Days</p>	
<u>Definition</u>		<p>This report measures the percentage of customer trouble reports received within <u>calendar</u> 30 days of a previous trouble report.</p>	
<u>Business Rules</u>		<p>Customer trouble reports considered for this measure are those on the same line/circuit, received within <u>calendar</u> 30 days of an original customer trouble report</p>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<u>Calculation</u>		<input type="checkbox"/> a = Count of repeat customer trouble reports, within a continuous 30 <u>calendar</u> -day period	
M&R-5 [OOS]: Out of Service (OOS) > 24 Hours			
<u>Title</u>		M&R-5 [OOS]: Out of Service (OOS) > 24 <u>Clock</u> Hours	
<u>Definition</u>		This report measures the amount of Out of Service Customer Troubles (no dial tone, cannot be called, or cannot call out) and is represented as a percentage of Total OOS Customer Troubles cleared in excess of 24 <u>clock</u> hours.	
<u>Business Rules</u>		Customer trouble reports that are out of service and cleared in excess of 24 <u>clock</u> hours. The clock starts when the customer trouble report is created in LMOS/WFA and is counted if the elapsed time exceeds 24 <u>clock</u> hours.	
<u>Calculation</u>		Out of Service (OOS) > 24 <u>clock</u> Hours = (a / b) X 100 a = Total Cleared Customer Troubles OOS > 24 <u>clock</u> hours	
BILLING			
B-1 [BIA]: Invoice Accuracy			
<u>Exclusions</u>		- 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	
<u>Calculation</u>		b = Absolute value of total billing error related adjustments <u>entered</u> during data month	
B-5 [BUDT]: Usage Data Delivery Timeliness			
<u>Calculation</u>		b = Total number of usage records sent <u>during the reporting period.</u>	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
B-10 [BEC]: <i>Percent Billing Adjustment Requests (BAR) Responded to within 45 Business Days</i>			
<u>Title</u>		B-10 [BEC]: Percent Billing Adjustment Requests (BAR) Responded to within 45 <u>22</u> Business Days	
<u>Business Rules/Disaggregation</u>		45 <u>22</u>	
TRUNK GROUP PERFORMANCE & CHANGE MANAGEMENT			
TGP-1 [TGP]: <i>Trunk Group Performance</i>			
<u>Exclusions</u>		<input type="checkbox"/> Trunk groups for which valid data is not available for an entire study <u>reporting</u> period	
CM-5 [ION]: <i>Notification of CLEC Interface Outages</i>			
<u>Disaggregation</u>		CAFE.....CLEC CPSS.....CLEC	
CM-7 [CRA]: <i>Percentage of Change Requests Accepted or Rejected within 10 Days</i>			
<u>Title</u>		CM-7 [CRA]: Percentage of Change Requests Accepted or Rejected within 10 <u>Business</u> Days	
<u>Business Rules</u>		<p>The acceptance/rejection interval begins when the acknowledgement is due to the CLEC per the Change Control Process, a copy of which can be found on the Interconnection website: (http://www.interconnection.bellsouth.com/markets/lec/ccp_live/ind_ex.html). The interval ends when BellSouth issues an acceptance or rejection notice to the CLEC. This metric includes all change requests not subject to the above exclusions that have been responded to within the reporting period. [what is data input for this measure?]</p>	
CM-8 [CRR]: <i>Percent Change Requests Rejected</i>			

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments
<u>Definition</u>		This report measures the percentage of change requests (other than Type 1 or Type 6 Change Requests) submitted by CLECs that are rejected within the report period. <u>CLECs do not submit Type 2, and BellSouth is supposed to use Type 4, so should this read Type 5 CR's used?]</u>	
<u>Disaggregation</u>		SQM Level of Disaggregation SQM Analog/Benchmark Reason – Cost <u>[can we get dollar or clarity on how this calculation is applied?]</u> Diagnostic Reason – Technical Feasibility Diagnostic Reason – Industry Direction ..Diagnostic <u>[need to discuss OOS-Out of Scope]</u>	
CM-9 [NDPR]: Number of Defects in Production Releases (Type 6 CR)			
<u>Exclusion</u>		None <u>[are documentation defects being excluded?]</u>	
CM-11 [SCR]: Percentage of Software Change Requests Implemented within 60 Weeks of Prioritization			
<u>Title/Exclusion/Calculation</u>		60 48	
APPENDIX			
<u>Appendix A</u>	<u>IBS</u> Integrated Billing Solution- Processes and rates UNE data as it flows from CRIS to CABS for billing	<u>CAFÉ</u> Common Access Front End – The BellSouth application CLECs use to submit ASRs for access services CPSS This system enables access, wireless, and general carriers to perform Trouble Administration tasks including creating, maintaining and viewing the status of circuit trouble reports (serial format, carrier format, telephone format, message/trunk format circuits) from a desktop via the World Wide Web. To accomplish this, CPSS-TA interacts with the BellSouth WFA systems and the carrier users.	
<u>Appendix C</u>		Table 3: Legacy System Access Times For LENS <u>[LENS is now a TAG application do we need to separate?]</u> Table 4: Legacy System Access Times For TAG/XML	

	BellSouth Proposed SQM Changes/Comments (7/28/04)	CLEC's Proposed SQM Changes/Comments (7/28/04)	Staff Comments															
		<p><u>CAFÉ</u> <u>CAFÉ/FAX</u> <u>SOEG</u> <u>CPSS</u></p> <p>OSS-2 [IA]: OSS Interface Availability (Pre-Ordering/Ordering/Maintenance & Repair)</p> <p>OSS Table 1: SQM Interface Availability for Pre-Ordering/Ordering (Delete?) SGG..... CLEC..... x <u>CAFÉ.....LEC/BellSouth.....X</u></p> <p>OSS Table 2: SQM Interface Availability for Maintenance & Repair <u>CLEC-CPSS.....X</u></p>																
<p>Appendix G</p>	<p>C. Equity Determination</p> <p>After calculation of the Z-Score, Equity is determined using the criteria shown in the table below:</p> <table border="1" data-bbox="795 1854 958 2419"> <thead> <tr> <th></th> <th>Better Performance ↑</th> <th>Better Performance ↓</th> </tr> </thead> <tbody> <tr> <td>YES</td> <td>Z ≤ 1.645</td> <td>Z ≥ -1.645</td> </tr> <tr> <td>NO</td> <td>Z > 1.645</td> <td>Z < -1.645</td> </tr> </tbody> </table> <p>Exception 1: A Z-Score value cannot be determined if a Standard Error value is 0. In that case, Equity is determined using the "Direct Comparison" criteria shown in the table below.</p> <p>Exception 2: <u>Measures OSS-1 [ARI], O-12 [OAA], B-1 [BIA], B-2 [BIT], and M & R-6 [MAAT] also use the "Direct Comparison" criteria.</u></p> <table border="1" data-bbox="1169 1639 1282 2419"> <thead> <tr> <th></th> <th>Better Performance ↑</th> <th>Better Performance ↓</th> </tr> </thead> <tbody> <tr> <td>YES</td> <td>CLEC Measure ≥ BST Measure</td> <td>CLEC Measure ≤ BST Measure</td> </tr> </tbody> </table>		Better Performance ↑	Better Performance ↓	YES	Z ≤ 1.645	Z ≥ -1.645	NO	Z > 1.645	Z < -1.645		Better Performance ↑	Better Performance ↓	YES	CLEC Measure ≥ BST Measure	CLEC Measure ≤ BST Measure	<p>Please confirm that this is a clarification.</p>	
	Better Performance ↑	Better Performance ↓																
YES	Z ≤ 1.645	Z ≥ -1.645																
NO	Z > 1.645	Z < -1.645																
	Better Performance ↑	Better Performance ↓																
YES	CLEC Measure ≥ BST Measure	CLEC Measure ≤ BST Measure																

	BellSouth Proposed SQM Changes/Comments (7/28/04)		CLEC's Proposed SQM Changes/Comments (7/28/04)		Staff Comments
	NO	CLEC Measure < BST Measure	CLEC Measure > BST Measure	Measure	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
SEEM			
General	SEEM payments are considered remedies as opposed to penalties. Therefore, all occurrences of the words "penalty" or "penalties" when applied to SEEM liabilities have been changed to "remedy" or "remedies," respectively.		
Scope			
1.1	This Administrative Plan (Plan) includes Service Quality Measurements with corresponding Self Effectuating Enforcement Mechanisms to be implemented by BellSouth pursuant to Order No. PSC-05-0488-PAA-TP TBD issued on May 5, 2005 TBD by the Florida Public Service Commission (the "Commission") in Docket No. 000121A-TP	CLECs agree	
1.2	Upon the Effective Date of this Plan, all appendices referred to in this Plan will be located on the BellSouth Performance Measurements and Analysis Platform Reports website at: https://pmap.bellsouth.com .	CLECs agree	
Reporting			
2.2	BellSouth will make performance reports available to each CLEC on a monthly basis. The reports will contain information collected in each performance category and will be available to each CLEC via the Performance Measurements and Analysis Platform website. BellSouth will also provide electronic access to the raw data underlying the SQMs.	CLECs agree	
2.4	Final validated SEEM reports will be posted on the Performance Measurements and Analysis Platform website on the 15th of the month, following the posting of final validated SOM reports for that data month on the first business day thereafter.	CLECs agree	
2.5	If BellSouth does not post any of the SOM or SEEM reports by the required due date, BellSouth shall pay penalties remedies to the Commission, in the aggregate, for all late SQM and SEEM reports in the amount of \$2000 per day. Such payment shall be made to the Commission for deposit into the state General Revenue Fund	BellSouth contends that the intent of this penalty was to address when BellSouth failed to post any data by the required due date. CLECs disagree with BellSouth's interpretation. If this were true, BellSouth could simply post just one of its reports on time, post the remainder late, and avoid any payments even though all but one report was late.	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
2.6	<p>within fifteen (15) calendar days of the end of the reporting month in which the late publication of the report occurs.</p> <p>BellSouth shall pay remedies to the Commission, in the aggregate, for all reposted SQM and SEEM reports in the amount of \$400 per day, <u>for a maximum of 120 days</u>. The circumstances which may necessitate a reposting of SQM reports are detailed in Appendix F, Reposting of Performance Data and Recalculation of SEEM Payments. Such payments shall be made to the Commission for deposit into the state General Revenue Fund within fifteen (15) calendar days of the final publication date of the report or the report revision date.</p>	<p>CLECS disagree. CLECs believe that the intent of this section is to require BellSouth to pay \$400 per day until inaccurate or incomplete reports are corrected. Under BellSouth's proposed change, that would not be the case. For example, BellSouth could detect errors in the data month of May, correct May and the three preceding months, but not repost the reports and recalculate SEEM payments until months later</p>	
<p>Enforcement Mechanisms</p>			
4.1.6	<p>4.1 Definitions</p> <p><i>Delta, Psi and Epsilon</i> – measures of the meaningful difference between BellSouth performance and CLEC performance. For <u>volumes of less than 1000 for individual CLECs, or the CLEC aggregate, the Delta value shall be 0.5-1.0, and For volumes of greater than or equal to 1000 for individual CLECs, or for the CLEC aggregate, the Delta value shall be 0.350.5.</u> The value for Psi shall be 3 for individual CLECs and 2 for the CLEC aggregate. The value for Epsilon will be 2.5 for both individual CLECs and the CLEC aggregate.</p>	<p>The CLECs disagree with the Bell South proposal to increase the value of delta for both individual CLECs and the CLEC aggregates. The Bell South proposed changes have two components. The first component is to introduce explicit dependence of the value of parameter delta on volume. Historically it has been recognized that delta might best be defined as a function of volume. However, this recognition was abandoned in favor of the simplicity of values that depend only on Tier. The current value of delta was determined by a number of factors contained in the SEEM remedy calculation and comes about simultaneously with the current fee structure and volume minimums among other compromises. Putting explicit volume dependence back into the equation will unbalance the overall SEEM structure as originally built. The second component of the Bell South proposal is an unsubstantiated call for an increase in the value of delta. By proposing this increase Bell South has thus proposed that the materiality condition for the error balancing mechanism in SEEM becomes broader. Therefore, a greater difference in Bell South/CLEC performance is required before the standard for declaring that any and all measures have been missed. The proposed increased value of delta will directly decrease Bell South's liability without any corresponding justification. Furthermore, the magnitudes of the proposed increases have not been justified by any analysis or discussion.</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments									
<p>4..3 Methodology</p> <p>4.3.1.2</p>	<p>When a <u>retail analog</u> measurement has five 30 or more transactions <u>overall</u> for the CLEC, <u>at the state level</u>, calculations will be performed to determine remedies according to the methodology described in the remainder of this document, <u>but only for those cells containing five or more transactions. When a benchmark measurement has five or more transactions for the CLEC, calculations will be performed to determine remedies according to the methodology described in the remainder of this document.</u></p>	<p>The CLECs disagree with the Bell South proposal that the minimum number of transactions should be increased to 30 per CLEC per measure to generate a SEEM calculation. The CLECs also disagree that cells with less than 5 transactions should be excluded from the calculations. The current SEEM structure of the BCM methodology coupled with the truncated z test was originally formulated and agreed upon by Bell South and the CLECs in much of the region. This current methodology is based upon extensive theoretical and empirical study and consequently designed to accommodate the full range of sample sizes and cell occupancies. The SEEM methodology, formulated with current sample size minimums, has operated for many years and under many performance conditions and localities, including large and small transaction counts, CLECs, states, and under temporal (seasonal) variation. Bell South has neither demonstrated how these modified values come about, nor how accuracy of the SEEM plan is increased with these modifications. Detection of discrimination, where it exists, will be reduced by the Bell South proposals by removing potentially discriminatory performance from SEEM consideration. The CLECs consider these proposed modifications as a way for Bell South to reduce its liability under the SEEM plan.</p> <p>The CLECs disagree with the Bell South proposal for calculating SEEM payment for benchmark as a further function of the number of transactions. Bell South originally proposed the method currently used by SEEM, and that method was adopted by Commission order over the (more direct) methodology originally presented by the CLECs. The current Bell South proposal weakens the ability of the current methodology to detect performance problems that could limit a CLEC from meaningful competition and therefore should not be adopted.</p>										
<p>4.3.1.4</p>	<table border="1"> <thead> <tr> <th>CLEC Aggregate Performance</th> <th>Per Transaction Fee Below BCV</th> <th>Per Transaction Fee Between BCV and Fee</th> </tr> </thead> <tbody> <tr> <td>Passes</td> <td>(Fee)*(3/2)</td> <td>(Fee)*(1/3)</td> </tr> <tr> <td>Fails</td> <td>(Fee)*(3/2)</td> <td>(Fee)*(2/3)</td> </tr> </tbody> </table>	CLEC Aggregate Performance	Per Transaction Fee Below BCV	Per Transaction Fee Between BCV and Fee	Passes	(Fee)* (3/2)	(Fee)*(1/3)	Fails	(Fee)* (3/2)	(Fee)*(2/3)	<p>The CLECs disagree with this proposal to reduce the fee multipliers for transactions below the BCV. The CLECs reject the notion that if performance passes at the aggregate level that no adjustment should be made to the individual CLECs because even if the systems were the same for each CLEC (this is debatable), individual performance can vary due to local and/or CLEC specific implementation. There is no evidence that individual CLEC payment with multipliers greater than one excessively penalize Bell</p>	
CLEC Aggregate Performance	Per Transaction Fee Below BCV	Per Transaction Fee Between BCV and Fee										
Passes	(Fee)* (3/2)	(Fee)*(1/3)										
Fails	(Fee)* (3/2)	(Fee)*(2/3)										

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments									
4.3.1.5	<p>For submetrics that are assessed based on Enforcement Measurement Benchmark compliance criteria the fee paid for a particular submetric that failed at the Tier 1 level will be differentiated based on whether the same submetric that failed at the Tier 1 level (CLEC-specific) also failed at the CLEC aggregate level in the same month. <u>In addition, fees will be assessed differently based on BellSouth's performance relative to the benchmark (> 5% or <= 5%).</u> A different multiplier will be applied to the Fee Schedule (shown in Appendix A, Table 1: Fee Schedule for Tier 1 Per Transaction Fee Determination) to determine the amount of the Tier 1 payments. The chart below shows the applicable multipliers:</p> <table border="1" data-bbox="868 1634 1065 2419"> <thead> <tr> <th>CLEC Aggregate Performance</th> <th>Per Transaction Fee > 5 % Below the Benchmark</th> <th>Per Transaction Fee <= 5 % of Benchmark</th> </tr> </thead> <tbody> <tr> <td>Passes</td> <td>(Fee)*(3/2)</td> <td>(Fee) * (1/3)</td> </tr> <tr> <td>Fails</td> <td>(Fee)*(5/2) for Ordering and Flow-Through (Fee)*(3) for all other benchmark measures</td> <td>(Fee) * (2/3)</td> </tr> </tbody> </table>	CLEC Aggregate Performance	Per Transaction Fee > 5 % Below the Benchmark	Per Transaction Fee <= 5 % of Benchmark	Passes	(Fee)*(3/2)	(Fee) * (1/3)	Fails	(Fee)*(5/2) for Ordering and Flow-Through (Fee)*(3) for all other benchmark measures	(Fee) * (2/3)	<p>South. The argument offered by Bell South invoking the “law of averages” is vague and assumes the conclusion that they wish to find. Furthermore, the notion that Bell South must give each CLEC exactly the same service level that it gives itself is false. Random variation is accounted for by the choice of the BCV, which assures that Bell will never be penalized for failing a measure any more than it remain un-accountable for passing a measure inappropriately. The Bell South proposal continues the theme of attempting to reduce liability without scientific support or substantiating evidence.</p> <p>The CLECs disagree with the Bell South proposal to reduce the fee multipliers as a function of the magnitude of the performance failure of a benchmark. Benchmarks have a different character than parity determinations because they are fundamentally non-statistical; benchmarks represent a “bright line” of performance. Furthermore, changing the fee multiplier, as a function of failure magnitude, to values that are less than they currently are only serves to reduce Bell South liability without cause or reason.</p>	
CLEC Aggregate Performance	Per Transaction Fee > 5 % Below the Benchmark	Per Transaction Fee <= 5 % of Benchmark										
Passes	(Fee)*(3/2)	(Fee) * (1/3)										
Fails	(Fee)*(5/2) for Ordering and Flow-Through (Fee)*(3) for all other benchmark measures	(Fee) * (2/3)										
4.3.2	<p>Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve applicable Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State of Florida for given Enforcement Measurement Elements for three consecutive months. The method of calculation is set forth in Appendices C, and D, and E of this Plan.</p>	<p>CLECs agree</p>										

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
4.4 Payment of Tier 1 and Tier 2 Amounts		CLECs agree	
4.4.1	If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to a CLEC or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission or its designee, BellSouth shall make payment in the required amount on the day upon which the final validated SEEM reports are posted on the Performance Measurements <u>and Analysis Platform</u> website as set forth in Section 2.4 above.	CLECs tentatively agree. Explain billing cycle.	
4.4.2	For each day after the due date that BellSouth fails to pay <u>pays</u> a CLEC <u>less than</u> the required amount, BellSouth will pay the CLEC 6% simple interest per annum <u>on the difference between the required amount and the amount previously paid. The underpayment and interest will be paid to the CLEC in the next month's billing cycle.</u>	CLECs tentatively agree. Explain billing cycle	
4.4.3	For each day after the due date that BellSouth fails to pay <u>pays the Commission less than the Tier-2 Enforcement Mechanisms</u> required amount, BellSouth will pay to the Commission <u>an additional \$1,000 per day</u> 6% simple interest per annum on the difference between the required amount and the amount previously paid. The underpayment and interest will be paid to the Commission in the next month's billing cycle.	CLECs do not disagree (redundant to 4.4.7?)	
<u>4.4.7.1</u>	If a SEEM overpayment is made to a CLEC in a prior month, BellSouth will apply the amount of its SEEM liability to that CLEC in the current month against the amount of the overpayment made to the CLEC.	CLECs disagree. BellSouth, not the CLECs, is responsible for the magnitude of the overpayment, and the timing of the adjustment process. Therefore, it is unreasonable to expect a CLEC to be able to repay, within 30 days, any amount BellSouth says that it owes. It is the CLEC position that the existing language in 4.4.7 is appropriate.	
<u>4.4.7.2</u>	If a SEEM overpayment is made to a CLEC, and BellSouth's SEEM liability calculated and payable to that CLEC in the next month's billing cycle is insufficient to offset the amount of overpayment, then within 30 days of BellSouth's request, the CLEC shall repay the amount necessary to satisfy the remaining SEEM overpayment balance.	CLECs disagree as they believe this language is unnecessary. Alternative, voluntary agreements between individual CLECs and BellSouth regarding payment arrangements should not be included in the Plan. CLECs also strongly disagree with the last line of this language as they believe that not paying remedies in a state where violations have occurred could have an impact on BellSouth's performance in that state. CLECs are very concerned that BellSouth will attempt to interpret this language as a requirement.	
<u>4.4.9</u>	Administrative arrangements between BellSouth and CLECs operating in more than one state regarding SEEM payments (and the recovery of SEEM overpayments) is a matter that is beyond the scope of this SOM/SEEM plan. For example, many CLECs operate in more than one state in BellSouth's region and the determination of what SEEM payments (if any) are owed to such CLECs is calculated pursuant to each state's Commission approved SEEM plan. For administrative purposes, BellSouth and such CLECs may agree upon the issuance of one monthly, regional consolidated SEEM payment (instead of possibly nine monthly, state-specific SEEM payments). Such administrative arrangements have no impact upon BellSouth's performance or		

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
4.4.10	<p><u>BellSouth's SEEM liability for a failure to perform in accordance with the performance standards set forth in any Commission approved SQM/SEEM plan.</u></p> <p><u>SEEM remedies will not be made if total remedies due for an individual CLEC or the Commission total less than \$100 in a given month.</u></p>	<p>CLECs disagree. However, they would support that BellSouth accrue remedies until \$100 threshold is exceeded, then make payment.</p>	
<p>4.6 Change of Law</p> <p>4.6.1</p>	<p>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 occurs which may relieve BellSouth's provisioning of a UNE or UNE combination BellSouth shall Petition the Commission within 30 days if it seeks to cease reporting 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.</p>	<p>CLECs disagree and propose the following alternative language: "If a change of law occurs which may change BellSouth's obligations to CLECs, BellSouth or CLECs may petition the Commission within 30 days to seek changes to the SQM and SEEM plans in accordance with such change of law."</p>	
4.1.1	<p>Some metrics are calculated for the entire BellSouth region, rather than by state. Where these metrics are a Tier 1 SEEM submetric, a regional coefficient is calculated to determine the amount of the penalty remedy for the CLEC in each state. For example, the Acknowledgement Completeness Measurement can be measured for an individual CLEC, but only at the regional level. In several states it is also a Tier 1 SEEM submetric. Thus, if there is a failure in this measurement for a CLEC, it is necessary to determine the amount of penalty remedy for the CLEC in each state. A Regional Coefficient is used to do this. (Appendix E, Section E.6 describes the method of calculating the Regional Coefficients.) The amount of Tier penalty remedy for the CLEC in a state is determined by multiplying the regional affected volume by the Coefficient for the state and by the state fee.</p>	<p>CLECs agree</p>	
<p>Appendix A Fee Schedule</p> <p>Table 1 (Tier 1 Sub-</p>	<p>For the following measures/products:</p> <ul style="list-style-type: none"> • IC Trunks 	<p>CLECs agree</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
metrics)	<ul style="list-style-type: none"> - Change Product name from "IC Trunks" to "IC Trunks (Trunk Group Performance)" 		
Table 2 (Tier 2 Sub-metrics)	<ul style="list-style-type: none"> - New column labeled "BCV not Applicable", with the following entries populated <ul style="list-style-type: none"> OSS/Pre-Ordering \$6 OAAAT (new) \$6 Moved fee to column entitled "BCV BIA not applicable" BIT not applicable" BUDT Moved fee to column entitled "BCV not applicable" BED Moved fee to column entitled "BCV not applicable" - New columns for tiered benchmarks a. >5% deviation, b. <=5% deviation - Wording change to clarify name of IC Trunks to IC Trunks (Trunk Group performance) 	<p>CLECs do not oppose error corrections</p> <p>See Section 4.3.1.5 for comments regarding proposed changes to benchmarks.</p>	
Appendix B.1 SEEM Submetrics-Tier 1	Delete CTRR sub-metrics from the Tier 1 table.	CLECs disagree. See comments in SQM.	
Appendix B.2 SEEM Submetrics-Tier 2	Delete CTRR sub-metrics from the Tier 2 table.	CLECs disagree. See comments in SQM.	
C.2 (Retail analog measures not using the truncated z statistic)	<p>Additionally, there are measures that are compared to a retail analog at least in part where cell definitions do not exist that permit assignment of data for these measures to cells so the truncated Z statistic cannot be calculated. <u>The measures below use a retail analog for comparison, plus or minus a variability factor applied to the retail analog, resulting in a benchmark standard. These measures are:</u></p> <ul style="list-style-type: none"> • <u>OSS Response Interval(Pre-Ordering/Ordering/Maintenance & Repair) (+ 2 seconds)</u> • <u>Average Response Interval(M&R)</u> • Billing Invoice Accuracy (- 5%) • Billing Mean Time to Deliver Invoices Timeliness (+1 day) • <u>Speed of Average Answer Time in the : Ordering Centers (+5 seconds)</u> • <u>Trunk Group Performance (- 0.5%)</u> <p><u>In addition, there are two measurements that use retail results</u></p>	<p>The CLECs disagree with this Bell South proposal to include a variability factor when calculating the performance for the CLEC compared to the retail analog. Bell South does not justify the need for the variability factor and further does not justify the values chosen. This proposal appears as a method to reduce Bell South liability without cause or reason</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
C.2 (Invoice Accuracy Example)	<p> plus, (2 seconds for OSS response time, 0.5% for Frank Blocking), resulting in a benchmark standard. These measurements are: OSS Average Response Time & Response Interval (Pre-Ordering) and Frank Group Performance. </p> <p> $Invoice\ Accuracy = [(a - b)/a] \times 100$ $a = Absolute\ Value\ of\ Total\ Billed\ Revenues\ during\ current\ month$ $b = Absolute\ Value\ of\ Total\ Billing\ Related\ Adjustments\ during\ current\ month$ </p> <p> A numerical example of the penalty remedy calculation is given below: Example: CLEC DATA Bill Adjustments \$44,660.00-30,288.00 Total Billed Revenue \$336,529.00 BellSouth DATA Bill Adjustments \$6,018,969.26 Total Billed Revenue \$484,691,922.40 CLEC Invoice Accuracy Ratio = $[(366,529.00 - 44,660.00) / 336,529.00] \times 100 = 96.00$ 91.00% BST Invoice Accuracy Ratio = $[(484,691,922.40 - 6,018,969.26) / 484,691,922.40] \times 100 = 98.75\%$</p> <p> Apply a variability factor of -5% to the BST Invoice Accuracy Ratio: (98.75%-5%=93.75%) </p> <p> Thus, the calculated values are: CLEC Result = 9691% BellSouth Result = 98-75=93.75% </p> <p> In Florida once it is determined that the BST percent is higher, BellSouth pays the CLEC according to the Florida Fee Schedule. </p> <p> The calculation would be 2% of the adjustment = \$14,660 x .02 = </p>	<p>See comment regarding C.2 above</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
	<p>\$293.20 the difference in the CLEC Invoice Accuracy Ratio and the BST Invoice Accuracy Ratio, multiplied by the total Bill Adjustments. Then multiply the results by 2% (Appendix A: Fee Schedule).</p> <p><u>For example:</u> $93.75\% - 91\% = 2.75\%$ $2.75\% \times \\$30,288 = \\832.92 $\\$832.92 \times 2\% = \\16.66</p>		
<p>Appendix E BST SEEM Remedy Calculation Procedures E.3 (E.3.1)</p>	<p>Revised steps and examples for Tier-1 Calculation For Benchmarks as follows:</p> <ol style="list-style-type: none"> For each CLEC with five or more observations, calculate monthly performance results for the State. CLECs having observations (sample sizes) between 5 and 30 will use Table I below. The only exception will be for Collocation Percent Missed Due Dates. If the percentage (or equivalent percentage for small samples) meets the benchmark standard, no remedies are required. Otherwise, go to step 4. Determine the Total Volume Proportion (TVP) by taking the difference between the benchmark and the actual performance result. There will be two volume proportions calculated. If the Total Volume Proportion is greater than 5%, "Volume Proportion 1" (VP1) will be 5% and "Volume Proportion 2" (VP2) will be the difference between the Total Volume Proportion and Volume Proportion 1. If the Total Volume Proportion is less than or equal to 5%, VP1 is equal to the Total Volume Proportion and VP2 is equal to zero. Calculate the Total affected volume (TAV) by multiplying the Total Volume Proportion from step 4 by the Total Impacted CLEC Volume. The Total Affected Volume that deviates from the benchmark by less than or equal to five percent ("Total Affected Volume 1", "TAV1") is obtained by multiplying Total Impacted Volume by the Volume Proportion 1 from Step 4. The Total Affected Volume that deviates from the benchmark by greater than five percent ("Total Affected Volume 2", "TAV2") is obtained by multiplying the Total Impacted Volume by the Volume Proportion 2 from Step 4. 	<p>The CLECs disagree this calculation procedure proposed by Bell South. There is no need to further complexify the plan with additional arbitrary break-points for remedy calculation. Furthermore, the proposed calculation reduces Bell South liability without cause or reason</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
E.4 (E.4.1)	<p>6. Calculate the payment to CLEC1 by multiplying the result of step 5 by the appropriate dollar amount from the fee schedule (Appendix A, Table 1) times the appropriate <u>fee multiplier</u> (section 4.3.1.5). That is, CLEC1 payment = (Affected VolumeCLEC1 * \$\$from Fee Schedule * multiplier). <u>For the example that follows, fee amounts are based on an aggregate failure. (Total Affected Volume 1 * \$\$ from Fee Schedule * fee multiplier) + (Total Affected Volume 2 * \$\$ from Fee Schedule * fee multiplier)</u></p> <p>See Section E.3.1 for example.</p>		
	<p>Revised steps and examples for Tier-1 Calculation For Benchmarks as follows:</p> <ol style="list-style-type: none"> 1. For each CLEC with five or more observations calculate monthly performance results for the State. 2. CLECs having observations (sample sizes) between 5 and 30 will use small sample size table above. 3. Calculate the interval distribution based on the same data set used in step 1. 4. If the 'percent within' (or equivalent percentage for small samples) meets the benchmark standard, no remedies are required. Otherwise, go to step 5. 5. Determine the <u>Total Volume Proportion (TVP)</u> by taking the difference between benchmark and the actual performance result. <u>There will be two volume proportions calculated. If the Total Volume Proportion is greater than 5%, "Volume Proportion 1" (VP1) will be 5% and "Volume Proportion 2" (VP2) will be the difference between the Total Volume Proportion and "Volume Proportion 1". If the Total Volume Proportion is less than or equal to 5%, VP1 is equal to the Total Volume Proportion and VP2 is equal to zero.</u> 6. Calculate the Total affected volume (TAV) by multiplying the Total Volume Proportion from step 5 by the Total CLEC1 Volume. <u>The Total Affected Volume that deviates from the benchmark by less than or equal to 5% ("Total Affected Volume1," "TAV1") is obtained by multiplying Total Impacted Volume by the VP1 from step 5. The Total Affected Volume that deviates from the benchmark by greater than 5% ("Total Affected Volume 2", "TAV2") is obtained</u> 	<p>The CLECs disagree this calculation procedure proposed by Bell South. There is no need to further complexify the plan with additional arbitrary break-points for remedy calculation. Furthermore, the proposed calculation reduces Bell South liability without cause or reason.</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
E.5	<p>by multiplying the Total Impacted Volume by the "Volume Proportion 2" from Step 5.</p> <p>7. Calculate the payment to CLEC1 by multiplying the result of step 6 by the appropriate dollar amount from the fee schedule. CLEC1 payment = Affected Volume CLEC1 * \$\$ from Fee Schedule * multiplier (Total Affected Volume 1 * \$\$ from Fee schedule * Fee Multiplier) ÷ (Total Affected Volume 2 * \$\$ from Fee Schedule * Fee Multiplier). For the example that follows, same CLEC fee amounts are based on an aggregate failure.</p> <p>See section E.4.1 for example.</p>		
E.5	<p>Revised steps for Tier 2 Calculations For Benchmarks as follows:</p> <ol style="list-style-type: none"> 1. Tier 2 calculations for benchmark measures are the same as the Tier 1 benchmark calculations, except they are based on the CLEC aggregate performance and the CLEC aggregate data will have failed for three (3) consecutive months. <u>If any month passes, no remedies are required.</u> 2. <u>If remedies are required, calculate monthly affected volumes for the CLEC aggregate performance for each of the three consecutive months as outlined in steps 5 – 6 of Section E.4.</u> Determine average monthly affected volume for the rolling 3-month period for both TAV1 and TAV2. 3. Calculate the payment to the State Designated Agency by multiplying average monthly volumes by the appropriate dollar amount from the Tier 2 Fee Schedule (Appendix A, Table 2: Tier 2 Per Transaction Fee Determination). 4. Therefore, State Designated Agency payment = (Average monthly Total Affected Volume 1, TAV1 * \$\$ from Fee Schedule) ÷ (average monthly Total Affected Volume 2, TAV2 * \$\$ from Fee Schedule). 	<p>The CLECs disagree this calculation procedure proposed by Bell South. There is no need to further complexify the plan with additional arbitrary break-points for remedy calculation. Furthermore, the proposed calculation reduces Bell South liability without cause or reason.</p>	
E.6.2	<p><u>Percent Flow Through CLEC Aggregate – UNE-Other (PET-UOTH)</u> <u>Percent Flow Through CLEC Aggregate – UNE-L (includes UNE-L with LNP)</u></p>	<p>CLECs agree</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
E.6.4	<p>IA. OAAAT</p> <ul style="list-style-type: none"> Interface Availability (IA) <u>Average Answer Time - Ordering Centers (OAAAT)</u> 	CLECs agree	
<p><i>Appendix F. BellSouth's Policy on Reposting of Performance Data and Recalculation of SEEM Payments</i></p>	<p><u>Assume that service orders with an activity code of 1 were erroneously being included in a particular product disaggregation for Percent Missed Installation Appointments. They should have been in another product disaggregation. Further, assume that the number of records erroneously included is 110 records out of a total of 86,000. In this example, the numerator and denominator would both be reduced by 110 records and the z-score would be recalculated. If the amount of the change was sufficient to meet criteria 2, 4 or 5 above, the Reposting policy will be invoked.</u></p>	CLECs agree	
<p><u>Force Majeure</u></p>		<p>CLECs maintain that BellSouth should be required to pay remedies for SEEM performance measures with retail analogs during a Force Majeure event (FME). There is no provision in the Act, the FCC rules or in the state commissions' enabling statutes or rules that exempts BellSouth from providing parity service before, during or after an FME. Indeed, BellSouth itself has acknowledged that it must provide nondiscriminatory service despite an FME. Discrimination in an FME is as harmful, if not more harmful, to CLECs than discrimination in the absence of an FME. Therefore, SEEMs should apply so BellSouth is properly incented to perform. As the Florida PSC staff has already concluded, "[w]ithout protection of the SEEM plan, CLECs are put at greater risk of not receiving parity treatment."</p> <p>If BellSouth is indeed providing parity service as required in an FME, it should have no concerns regarding the application of SEEM. Nonetheless, BellSouth objects. BellSouth claims restoration after an FME was not contemplated in the formulation of the Performance Plans and restoration may involve activities inherently and incidentally discriminatory, though beneficial to the greatest number of customers based on existing conditions. The CLECs disagree, and note that force majeure has always been an issue in performance metrics proceedings, and that earlier versions of SEEM in Georgia and Louisiana required BellSouth to petition for and prove the need for force majeure relief.</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
		<p>Regarding the inherently discriminatory issue, BellSouth has provided no evidence that its “greater good” restoration scenario is in reality an issue affecting performance results. Importantly, in the wake of the hurricanes in the 2005 season, several CLECs experienced incidents they believed illustrated discriminatory treatment, and the Florida PSC staff concluded that several of the examples presented legitimate cases of discrimination – none of those were related to “restoration,” but, rather, were straightforward order-and-provisioning issues.</p> <p>CLECs also maintain that even if an FME serves to relieve BellSouth of its SEEMs obligations for all or certain metrics, an FME should not trigger a “restart” of the consecutive months’ violation (“CMV”) factor in the SEEMs calculation. Rather, with metrics excluded from SEEMs for an FME, the CMV should simply remain in effect during the FME and then continue as before after the FME abates, as though the FME never occurred. To do otherwise rewards BellSouth for its continuing poor performance when interrupted by the mere happenstance of an FME. CLECs believe that after prior years’ hurricanes, the CMV factor has not been, and should not have been, restarted. CLECs now seek to have this principle confirmed in the Performance Plan.</p> <p>For those measures that remain subject to Force Majeure, CLECs recommend that BellSouth shall have the burden of demonstrating that the performance standard was not met due to causes beyond BellSouth’s control before being relieved of its obligation to pay remedies.</p>	
<u>Commingling</u>		<p>The TRO defines commingling as “...the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an ILEC...</p> <p>It is the understanding of the CLECs that these products are not being measured and enforced through remedies. As these products have begun and will continue to be used to provide local service, it is imperative that BellSouth’s performance be subject to metrics and enforcement mechanisms. (Details of the CLECs’ proposed metric are included in SQM red-line document.)</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
<u>Special Access Measures</u>		<p>Add to SEEM. Like commingled products, special access is increasingly being used to provision local service, and BellSouth's performance should be incented by the same enforcement mechanisms which support other forms of local service provisioning.</p>	
<u>ATT/BS T Merger</u>		<p>After the merger is completed, remove AT&T's performance results from the CLEC aggregate results used to calculate SQM and SEEM results. **</p> <p>However, pursuant to Section 4.7 of the SEEM plan, BellSouth shall provide monthly performance results for each metric for each BellSouth CLEC affiliate.</p> <p>As BellSouth may well provide better service to its parent company, the inclusion of performance results for AT&T in the CLEC data is likely to skew performance results, masking discriminatory performance and adversely affecting the remedy payment amounts to which CLECs would otherwise be entitled.</p> <p>In Order No. PSC-01-1019-FOF-TP, page 199, the Commission recognized that affiliate results, if in significant volume, could skew overall performance results, warranting their exclusion from calculation of CLEC aggregate results.</p> <p>**Alternatively, before the next review, Staff could require that BellSouth calculate the remedies both ways to determine if this is a problem. If the better performance results for AT&T have skewed the Tier 1 remedies, the remedies that would have been due to CLECs should be paid in a lump sum and AT&T removed from the plan as the CLECs initially requested.</p> <p>Increase penalties in fee schedules in proportion to the increase in revenues resulting from the merged companies.</p> <p>The merger of BellSouth and AT&T will result in a more powerful and wealthy company. The current level of remedy payments will have substantially less impact on the financials of the company, and therefore on its incentive to provide non-discriminatory service and thus avoid payment of those remedies. Increasing the fee schedule proportionately will at least attempt to "keep whole" the financial incentive for BellSouth to maintain its current level of</p>	

	BellSouth Proposed SEEM Changes (7/28/04)	CLEC's Proposed SEEM Changes (7/28/04)	Staff Comments
<u>Monthly PMAP changes</u>		<p>performance. Change the process of monthly notification and implementation of changes to six months or annually (whichever coincides with overall PAP review process.)</p> <p>Based on considerable experience, CLECs have concluded that the current process, which was created to keep them informed and involved, is inadequate. It creates incremental, continual and disjointed change, and thus prevents CLECs' ability to understand the cumulative and overall impacts on the metrics. CLECs believe that accumulating and discussing these proposed changes periodically in a workshop setting will permit the true impact of the changes to be reviewed, discussed, and understood. It is likely to improve the ability of auditors to review and evaluate the changes as well. Exceptions could be permitted (with the concurrence of CLECs and Staff), should BellSouth encounter a problem that is having significant impact on reported results.)</p>	

8/16/2006 2:29 PM

Deleted: 8/15/2006 10:18 AM